COMMERCIAL INSURANCE POLICY DECLARATIONS

Renewal Policy effective
Sep 01, 2022
Supersedes any previous declaration bearing the same policy number

NAMED INSURED AND ADDRESS	BROKER OFFICE
WHITEHORSE CONDO CORP #124 UNIT 111 134 SEINE SQ WHITEHORSE YT Y1A 3C3	**HUB INTERNATIONAL INSURANCE BROKERS** **101-204 LAMBERT ST** **WHITEHORSE YT Y1A 1Z4** **Telephone: 866-622-6602** **Broker Number: 0408690** **Fax: 867-667-6343**

Policy Number	Account Number	Policy Period	
31894080	33801661	From Sep 01, 2022 to Sep 01, 2023 12:01 A.M.	All times are local at the Named Insured's postal address as stated herein

Thank you for choosing The Wawanesa Mutual Insurance Company ("Wawanesa Insurance"). Your insurance policy package is your insurance contract. It includes your policy declaration and your policy wordings. Your policy declaration is a summary of the coverage and limits you have purchased. Your policy wordings, including endorsements, exclusions, limitations and conditions, provide you with a detailed explanation of your coverage. These items represent the legal contract of indemnity between you and us.

Please review the following policy coverage documents to ensure your policy meets your needs and you understand what you're covered for in the event of a claim:

- Policy declaration outlining your coverages and limits (this document)
- Policy wordings for further details of your coverages. You can download your copy at wawanesa.com/policy-wordings. You will need to enter your policy number found at the top left of this page.

For questions regarding your coverage, premium, billing, changes to your policy, including cancellation, or to request printed/emailed documents please contact your broker. For all other information, including frequently asked questions, concerns/complaints and contact details, please visit wawanesa.com or email talktous@wawanesa.com. If you need to submit a claim, visit wawanesa.com/claims or call 1-844-WAWANESA (929-2637).

Important Information about your policy:
Any operations or sales outside of Canada must be reported to Wawanesa Insurance. Contact your Broker for details.

Your Deductible(s) may have changed. Please review your policy carefully.

Your Coverage(s) may have changed. Please contact your Broker to review your policy.

The **Legal Expense Coverage** on your policy includes unlimited access to the **Telephone Legal Helpline Service**. This service is available for any legal issue, regardless of whether it is covered by your policy. To contact this service, call 1-877-347-5399. Please see your policy wording for coverage details and further information.

Personal Information Notice:
By purchasing insurance from Wawanesa, you are providing Wawanesa with the consent of all individuals insured under this policy to the collection, use and disclosure of their personal information for the purposes of communicating with them, underwriting risks on a prudent basis, investigating and paying claims, detecting and preventing fraud, offering and providing property and casualty insurance products and services to them, compiling statistics and analyzing business results, and acting as required or authorized by law. This consent applies to personal information previously collected by Wawanesa and to personal information which it may

Access your policy wordings online, anytime.

Ensure your policy meets your needs, and know what you're covered for in the event of a claim.

Scan the QR code to view your policy wordings, or visit wawanesa.com/policy-wordings

This policy contains a clause which may limit the amount payable.

"Wawanesa Insurance" is **The Wawanesa Mutual Insurance Company** and is the licensed insurer of this policy.

collect in the future for the purposes identified above. Wawanesa may at times use third party service providers to process or store personal information on its behalf. In these circumstances, the service providers are provided with only the information necessary to perform such services. In addition, Wawanesa requires them to protect the information in a manner that is consistent with its Personal Information Protection Policy and security practices. In the event that a service provider is located in a foreign jurisdiction, it is bound by the laws of that jurisdiction, which may require it to disclose personal information to the courts, law enforcement agencies, or national security authorities of the jurisdiction.

You can view our Privacy Policy at https://wawanesa.com/privacy-policy. If you have any questions or concerns about this policy or our privacy practices, please contact us at privacy@wawanesa.com or 1-844-241-0226.

Realty Select Plus

Named Insured(s): WHITEHORSE CONDO CORP #124

Policy Number: 31894080 **Account Number:** 33801661 **Policy Period:** September 1, 2022 to September 1, 2023 12:01 A.M.

Form of Organization : Corporation

Description of the Business and Operations of the Named Insured(s): 20 Apartment Style Condominium - 2 Buildings

Your full term premium is $21,515.00. Refer to the breakdown of premiums below.

Policy Summary

Location Number	Location Description	Premium per Location
1	134 SEINE SQ, WHITEHORSE YT	$19,124.00
	Premium Subtotal for Locations	**$19,124.00**
	Premium Subtotal for Tools	Included
	Premium Subtotal for Inland Marine (Miscellaneous)	Included
	Premium Subtotal for Commercial Liability	$779.00
	Premium Subtotal for Non-Owned Auto	$150.00
	Premium Subtotal for Cyber	Included
	Premium Subtotal for Crime	Included
	Premium Subtotal for Miscellaneous	Included
	Premium Subtotal for Enhancement	$1,462.00
	Total Policy Premium	**$21,515.00**

Your insurance policy includes your policy wordings. To access this document and download a copy, please visit wawanesa.com/policy-wordings.

Insured Premises

Location Number	Location Description	Principal Operations / Occupancy
1	134 SEINE SQ, WHITEHORSE YT Y1A 3C3	20 Apartment Style Condominium - 2 Buildings

Building & Contents - Location 1	Amount of Insurance	Deductible	Premium
Building 1: Year Built: 2008; Number of Storeys: 3; Construction: Frame and All Other; Heat: Electric Radiant; Sprinklered: No Sprinklers Principal Operations / Occupancy: 20 Apartment Style Condominium - 2 Buildings			

Building & Contents - Location 1	Amount of Insurance	Deductible	Premium
Coverage A - Buildings - Building and Business Contents Coverage Form (Broad Form) - Form WA3000 05 2022 No Coinsurance Valuation Basis is Replacement Cost Inflation Protection: 5%	$8,741,800	$10,000	$17,338.00
Water Damage Deductible - Form WA3034 11 2019		$25,000	
Premium Subtotal for Building & Contents - Location 1			**$17,338.00**

Location 1	Amount of Insurance	Deductible	Premium
Business Income Coverage Actual Loss Sustained (Profits) - Form WA3200 02 2019 Business Income including Rental Value			Included
Equipment Breakdown Coverage Form - Form WA8002 11 2019 Option 3 Non-Perishable Stock Limit	$8,741,800	$10,000	Included
Miscellaneous Endorsement - MANUSCRIPT - AMENDMENT - BLANKET BY-LAWS AMOUNT OF INSURANCE - Form WA3999-L1P1 (See Endorsement Form for additional details)			Included
Miscellaneous Endorsement - LMA5393 COMMUNICABLE DISEASE EXCLUSION ENDORSEMENT - Form WA3999-L1P2 (See Endorsement Form for additional details)			Included
Condominium Corporation Additional Coverages - Form WA3035 11 2019 Trustee's Fees Additional Coverage Common Expense Additional Coverage Relocation Expense Additional Coverage	 $50,000 $25,000 $10,000		Included
Earthquake - Form WA3044 11 2019 Deductible is 5% of the Amount of Insurance subject to a Minimum Deductible of $100,000	$8,741,800		$1,001.00
Flood - Form WA3043 11 2019	$8,741,800	$25,000	$339.00
Sewer Backup - Form WA3001 11 2019	$8,741,800	$25,000	$446.00
Premium Subtotal for Location 1			**$1,786.00**

Enhancement	Amount of Insurance	Premium
Property Enhancement		
Building and Business Contents Coverage - Plus Enhancement - Form WA3506 11 2019 **Cyber Loss (Commercial and Farm Liability) Policyholder Notice** - Form PH1687.2 05 2022 **Cyber Loss (Property) Policyholder Notice** - Form PH1687.1 05 2022 **Legal Expense PolicyHolder Notice EROC** - Form PH1633_1 12 2021		$11.00
Blanket By-Laws	Included	Included
Blanket Glass Deductible $1,000	Included	Included
Brands and Labels	$50,000	Included
Business Contents - Seasonal Increase	Included	Included
Catch All Clause - Aggregate Limit	$25,000	Included
Consequential Loss	Included	Included
Conviction Reward	$10,000	Included
Damage to Building by Theft	Included	Included
Debris Removal	$100,000	$11.00
Eco-Friendly Coverage Enhancement	$50,000	Included
Electronic Data Processing - Duplicates	$5,000	Included
Electronic Data Processing Research Costs	$50,000	Included

Enhancement	Amount of Insurance	Premium
Extra Expense	$50,000	Included
Flex Protect - Aggregate Limit Accounts Receivable Automatic Fire Suppression System - Accidental Discharge Exterior Paving Fine Arts Fire Department Service Charges Master Key Outdoor Trees, Shrubs, Flowers, Plants Personal Effects and Property of Others Professional Fees Valuable Papers and Records Research Costs	$250,000	Included
Home Office	$25,000	Included
Inflation Protection	5%	Included
Jewellery	Included	Included
Leasehold Interest	$25,000	Included
Loss Caused by Damage to Off-Premises Utilities	$100,000	Included
Newly Acquired or Newly Constructed Property Newly Acquired or Constructed Buildings Business Contents at Newly Acquired Locations Newly Acquired Business Contents Number of Consecutive Days : 60	 $1,000,000 $500,000 $100,000	Included
Outdoor Signs	$25,000	Included
Pollutant Clean Up and Removal	$100,000	Included
Preservation of Property	Included	Included
Property Manager's Claim Expense	$25,000	Included
Property Off-Premises Including In Transit	$50,000	Included
Water Damage, Other Liquids, Powder or Molten Material Damage	Included	Included
Business Income Enhancement		
Business Income - Plus Enhancement - Form WA3511 11 2019		Included
Broadened Coverage for Newly Acquired Locations Number of Consecutive Days: 60	Included	Included
Business Income from Dependent Properties	$50,000	Included
Business Income from Neighbouring Property	$50,000	Included
Increased Period of Restoration Due to By-Laws	$100,000	Included
Internet Service Provider Breakdown	$2,500	Included
Loss Caused by Damage to Off-Premises Utilities	$25,000	Included
Mortgage Rate Guarantee	$50,000	Included
Professional Fees	$5,000	Included
Premium Subtotal for Enhancement		**$1,462.00**

Unscheduled Tools	Amount of Insurance	Deductible	Premium
Tool Coverage Form (Broad Form) - Form WA3140 05 2022			
Unscheduled Tools Any One Item or Set of Items Newly Acquired Property Additional Coverage No Coinsurance Valuation basis is Replacement Cost (60 Months or newer)	$10,000 $2,500 $2,500	$1,000	Included
Premium Subtotal for Unscheduled Tools			**Included**

Inland Marine (Miscellaneous)	Amount of Insurance	Deductible	Premium
Installation Coverage Form - Form WA3038 05 2022	$20,000	$1,000	Included
Premium Subtotal for Inland Marine (Miscellaneous)			**Included**

Commercial Liability	Amount of Insurance	Deductible	Premium
Commercial General Liability Coverage Form - Form WA6000 05 2022			$779.00
Products-Completed Operations Aggregate	$2,000,000		
Each Occurrence	$2,000,000		
Personal and Advertising Injury Liability	$2,000,000		Included
Medical Payments - Any One Person	$10,000		Included
Tenants' Legal Liability	$1,000,000		Included
Deductible - Bodily Injury Liability, Per Occurrence basis			
Deductible - Property Damage Liability, Per Occurrence basis			
Removal of General Aggregate - Form WA6038 11 2019			
Broad Form Completed Operations - Form WA6014 11 2019			
Employee Benefits Liability Coverage - Form WA6002 08 2018	$1,000,000	$1,000	Included
Coverage - Employer's Liability - Form WA6015 11 2019			Included
Each Occurrence	$2,000,000		
Communicable Disease Exclusion Form - Form WA6095 03 2021			Included
Premium Subtotal for Commercial Liability			**$779.00**

Commercial Liability Exposures

Description	Industry Code	Basis	Basis Type	Rate	Advance Premium (Portion of Commercial Liability Premium)
Building Owners' Risk (Realty) - Apartment Style - 9 Storey or Less - No Mercantile Occupancy - Condominium (Not Townhouses)	665001	20	Per Suite	$0.00	$779.00

Non-Owned Auto	Amount of Insurance	Deductible	Premium
Standard Non-Owned Automobile Policy - Form SPF 6 07 2020	$2,000,000		$50.00
Contractual Liability Endorsement - Form SEF 96 07 2020			
Legal Liability for Damage to Hired Automobiles Endorsement - Form SEF 94 07 2020	$50,000	$1,000	$100.00
Excluding Long Term Leased Vehicles - Form SEF 99 07 2020			Included
Premium Subtotal for Non-Owned Auto			**$150.00**

Cyber	Amount of Insurance	Deductible	Premium
Cyber Coverage Form - Form WA8110 08 2020			Included
Data Compromise Response Expenses			
Aggregate Limit	$50,000	$1,000	
Sublimit Per Occurrence:			
Forensic IT Review - Amount of Insurance	$25,000		
Legal Review - Amount of Insurance	$25,000		
Public Relations - Amount of Insurance	$5,000		
Regulatory Fines and Penalties - Amount of Insurance	$25,000		
PCI Fines and Penalties - Amount of Insurance	$25,000		
1st Party Named Malware - Amount of Insurance	$50,000		
As a policyholder with Cyber Coverage, you receive free access to eRisk Hub®, a portal providing valuable data risk management tools, content and resources. Go to https://eriskhub.com/wawanesa Access code: 691160-184			
Premium Subtotal for Cyber			**Included**

Crime	Amount of Insurance	Deductible	Premium
Commercial Crime Coverage Form - Form WA3600 11 2020			Included
Armoured Motor Vehicle	$10,000		
Computer Fraud	$10,000		
Credit Card Forgery	$10,000		
Employee Dishonesty	$25,000		
Forgery or Alteration	$10,000		
Funds Transfer Fraud	$10,000		
Money Orders and Counterfeit Paper Currency	$10,000		
Money, Securities and Other Property	$10,000		
Employee Dishonesty - Third Party Bond - Form WA3607 11 2019			
Include Non-Compensated Directors and Officers as Employees - Form WA3609 11 2019			
Premium Subtotal for Crime			**Included**

Miscellaneous	Amount of Insurance	Deductible	Premium
Legal Expense Insurance for Select - Form WA8200 12 2021			Included
Employment Disputes	$100,000		
Legal Defence	$100,000		
Small Claims Court Contract Disputes & Debt Recovery	$100,000		
Statutory Licence Protection	$100,000		
Property Protection	$100,000		
Bodily Injury	$100,000		
Tax Protection	$100,000		
Telephone Legal Helpline Service (1-877-347-5399)	Unlimited		
Aggregate Limit per Annual Period	**$500,000**		
Premium Subtotal for Miscellaneous			**Included**

This policy is subject to: Common Policy and Property Conditions WA2999 08 2021; Statutory Conditions (Yukon) - SC0 08 2021; PH1687.1 05 2022; PH1633_1 12 2021; PH1687.2 05 2022; It includes the CEO Signature page Form WA2990 08 2018.

Policyholder meeting notice:
Policyholders in good standing can attend and vote (in person or by proxy) at meetings of the policyholders of Wawanesa Insurance. If you want to receive notice of these meetings, please visit wawanesa.com/annual-meeting.

Wawanesa Insurance

SUBSCRIPTION ENDORSEMENT

Renewal Policy effective
Sep 01, 2022
Supersedes any previous declaration bearing the same policy number

NAMED INSURED AND ADDRESS	BROKER OFFICE
WHITEHORSE CONDO CORP #124 UNIT 111 134 SEINE SQ WHITEHORSE YT Y1A 3C3	**HUB INTERNATIONAL INSURANCE BROKERS** **101-204 LAMBERT ST** **WHITEHORSE YT Y1A 1Z4** **Telephone: 866-622-6602** **Broker Number: 0408690** **Fax: 867-667-6343**

Policy Number	Account Number	Policy Period	
31894080	33801661	From Sep 01, 2022 to Sep 01, 2023 12:01 A.M.	All times are local at the Named Insured's postal address as stated herein

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUBSCRIPTION ENDORSEMENT - Form WA3006

This endorsement modifies insurance provided under your policy.

Certain coverages in your policy are written on a subscription basis. This means that more than one insurer participates in such coverage.

1. Each company shown in the Schedule of Subscribing Companies participates in this insurance. Each such company will pay the percentage of covered loss or damage that the Percentage Insured shown beside its name bears to the total amount of covered loss or damage under the Coverage Insured.
2. Each company shown in the Schedule of Subscribing Companies is severally and not jointly liable for its participation. Each such company has, for itself and not for others, caused this Subscription Endorsement to be signed by its authorized representative.
3. The inability or failure of one company shown in the Schedule of Subscribing Companies to pay its share of loss or damage will not increase, change or in any other way affect the obligation of any other company shown in such schedule.

Schedule of Subscribing Companies

Company	Percentage Insured	Coverage Insured	Premium	Signature
Wawanesa Insurance	100% 100% 100% 100% 100% 100% 100% 51%	Crime Cyber Equipment Breakdown Inland Marine Legal Expense Liability Non-Owned Auto Property	$0.00 $70.00 $1,198.00 $0.00 $183.00 $779.00 $150.00 $9,759.00	
Aviva Insurance Company of Canada As Arranged by Cansure	10%	Property	$1,914.00	
Certain Lloyds Underwriters under Agreement No B0572NA22BC01 as arranged by Cansure	10%	Property	$1,914.00	
Certain Lloyd's Underwriters under contract B0572NA22BC04 as arranged by Cansure	9%	Property	$1,720.00	
Certain Lloyd's Underwriters under contract B0572NA22BC05 as arranged by Cansure	10%	Property	$1,914.00	
Everest Insurance Company of Canada as arranged by Cansure	10%	Property	$1,914.00	
		Total	**$21,515.00**	

"Wawanesa Insurance" is **The Wawanesa Mutual Insurance Company** and is the licensed insurer of this policy.

Wawanesa Insurance

COMMERCIAL INSURANCE POLICY MANUSCRIPT ENDORSEMENT

Renewal Declaration effective
Sep 01, 2022
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NAMED INSURED AND ADDRESS	BROKER OFFICE
WHITEHORSE CONDO CORP #124 UNIT 111 134 SEINE SQ WHITEHORSE YT Y1A 3C3	**HUB INTERNATIONAL INSURANCE BROKERS** **101-204 LAMBERT ST** **WHITEHORSE YT Y1A 1Z4** **Telephone: 866-622-6602** **Broker Number: 0408690** **Fax: 867-667-6343**

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MANUSCRIPT - AMENDMENT - BLANKET BY-LAWS AMOUNT OF INSURANCE - Form WA3999 - L1P1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
MANUSCRIPT - AMENDMENT - BLANKET BY-LAWS AMOUNT OF INSURANCE

This endorsement modifies insurance provided under the following:
BUILDING AND BUSINESS CONTENTS COVERAGE - BASE ENHANCEMENT (WA3500)
BUILDING AND BUSINESS CONTENTS COVERAGE - PLUS ENHANCEMENT (WA3506)

SCHEDULE - BY-LAWS AMOUNT OF INSURANCE
Location(s) “all locations”

This endorsement applies only to locations shown in the SCHEDULE - BY-LAWS AMOUNT OF INSURANCE above.

Blanket By-Laws Additional Coverage is amended as shown below:
The following replaces Paragraph (ii):
(ii) The most we will pay under this Blanket By-Laws Additional Coverage is the lesser of the following:
(1) 10% of the amount of insurance applicable to the covered locations; or
(2) $1,000,000 per covered location
Such amount is in addition to any other applicable Amount of Insurance.

All other terms and conditions remain unchanged.

00111 08-2021

All other terms, conditions and exclusions of the policy remain unchanged.

This policy contains a clause which may limit the amount payable.

COMMERCIAL INSURANCE POLICY MANUSCRIPT ENDORSEMENT

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NAMED INSURED AND ADDRESS	BROKER OFFICE
WHITEHORSE CONDO CORP #124 UNIT 111 134 SEINE SQ WHITEHORSE YT Y1A 3C3	**HUB INTERNATIONAL INSURANCE BROKERS** **101-204 LAMBERT ST** **WHITEHORSE YT Y1A 1Z4** **Telephone: 866-622-6602** **Broker Number: 0408690** **Fax: 867-667-6343**

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LMA5393 COMMUNICABLE DISEASE EXCLUSION ENDORSEMENT - Form WA3999 - L1P2

Page 1 of 2 LMA5393/MFICDX (09/00)
COMMUNICABLE DISEASE EXCLUSION ENDORSEMENT
Applicable to Insurer(s) as arranged by Cansure

It is hereby understood and agreed that the following exclusion applies to the subscription share of each insurer as arranged by Cansure under the following property insurance policy:
Name Insured: WHITEHORSE CONDO CORP #124
Lead Insurer: WAWANESA INSURANCE
Lead Policy Number: 31894080
Policy Effective Date: SEPTEMBER 1, 2022

COMMUNICABLE DISEASE EXCLUSION ENDORSEMENT #1 LMA5393 (For use on property policies)
1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
2.1. for a Communicable Disease, or
2.2. any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or
between organisms, and
3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of
property insured hereunder.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the policy remain the same.
COMMUNICABLE DISEASE EXCLUSION #2 MFICDX (For use on property policies)
Notwithstanding any other provision of this policy to the contrary, this policy does not insure the following::
a. What is not covered?
1. We will not pay for any:
a. loss or claim;
b. additional or increased costs;
c. emergency evacuation costs, or restricted access costs;

NAMED INSURED AND ADDRESS	BROKER OFFICE
WHITEHORSE CONDO CORP #124 UNIT 111 134 SEINE SQ WHITEHORSE YT Y1A 3C3	**HUB INTERNATIONAL INSURANCE BROKERS** **101-204 LAMBERT ST** **WHITEHORSE YT Y1A 1Z4** **Telephone: 866-622-6602** **Broker Number: 0408690** **Fax: 867-667-6343**

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d. costs to clean-up, detoxify, remove, monitor, test, prevent, or implement;
e. economic loss;
f. loss of market, loss of use, or loss of occupancy;
g. physical loss or damage to insured property;
h. compensatory damages; nor for
i. bodily injury;
caused or resulting from, directly or indirectly, in any way by:
i. an endemic, epidemic, pandemic, or outbreak of a communicable disease;
ii. any contamination of or exposure to any infectious agent, disease, virus, pathogen, or other microorganism which includes or is capable of inducing distress, illness, disease, death, or property damage;
nor by
iii. any activity, order, or decision made by a Canadian civil authority, or other government entity to pr respond, respond to, reduce, or control any item or event listed in (i) and (ii) above;
and this exclusion applies to and modifies any coverage otherwise provided by this policy.

SECTION TWO - CONDITIONS OF THIS FORM
1. Except where modified by this form, all other terms of your policy apply and are incorporated by reference.

All other terms, conditions and exclusions of the policy remain the same.

All other terms, conditions and exclusions of the policy remain unchanged.

PLEASE REVIEW YOUR DOCUMENTS CAREFULLY AS WE HAVE MADE CHANGES TO SOME OF THE POLICY WORDINGS.

We have made some changes to your Legal Expense coverage form. The form number shown on your policy for this coverage is WA8200, WA8201, WA8202, WA8210, WA8211, WA8212 or WA8213.

Wawanesa is your insurer – we provide your coverage and pay your claims – but your Legal Expense coverage is managed for us by another company. The name of this company has changed to ARAG Legal Solutions Inc.

We have added a new provision to your Legal Expense coverage form, called MAKING A CLAIM. This provides direction on how to contact us if you have a claim that is covered by this form.

We have also made some formatting adjustments and other minor amendments.

None of these change the coverages provided by your Legal Expense form. Please contact your broker if you have any questions.

PLEASE REVIEW YOUR DOCUMENTS CAREFULLY AS WE HAVE MADE CHANGES TO SOME OF THE POLICY WORDINGS.

With the recent rapid advancement in technology, losses due to cyber risks have risen sharply. As coverage and pricing for cyber loss are not contemplated in your policy, we have added a new exclusion for Cyber loss to our property wordings, including the Building and Business Contents forms and inland marine (floater) forms.

This will result in a reduction in coverage.

Please contact your broker if you have any questions.

PLEASE REVIEW YOUR DOCUMENTS CAREFULLY AS WE HAVE MADE CHANGES TO SOME OF THE POLICY WORDINGS.

With the recent rapid advancement in technology, losses due to cyber risks have risen sharply. As coverage and pricing for cyber loss are not contemplated in your policy, we have made 2 major changes to the following liability forms:

Commercial General Liability Coverage Form

Farm General Liability Coverage Form

The 2 major changes are:

1. We have added a new exclusion for Cyber and Electronic Data; and
2. Because electronic data is now excluded in the new Cyber and Electronic Data exclusion, we have amended the Electronic Data and Access or Disclosure of Confidential or Personal Information exclusion to now only exclude Access or Disclosure of Confidential or Personal Information.

Both of these changes will result in a reduction in coverage.

We have also amended the definition of electronic data to better fit with today's technology.

Please contact your broker if you have any questions.

BUILDING AND BUSINESS CONTENTS COVERAGE FORM
(Broad Form)

Words and phrases in quotation marks have special meaning as defined in **G**. **DEFINITIONS**.

Whenever the following words are used in this Coverage Form, they will be specifically defined as follows:
You and **your** means the **Named Insured**.
We, **us** and **our** means **The Wawanesa Mutual Insurance Company**.

A. INSURED PROPERTY AND PERILS

We will pay for direct physical loss or damage to Insured Property at the “premises” described in the Declarations caused by or resulting from a peril not otherwise excluded.

1. Insured Property

Insured Property, as used in this Coverage Form, means the following types of property for which an Amount of Insurance is shown in the Declarations:

Coverage A - Buildings

We insure buildings or structures at the "premises" described in the Declarations, including:

(a) Other buildings or structures at such "premises", including garages, storage buildings, shipping containers and unlicensed trailers used for storage;
(b) Permanently installed fixtures, fittings, machinery and equipment;
(c) Outdoor signs, if permanently attached to a covered building;
(d) Outdoor fixtures;
(e) Materials, equipment and supplies on the "premises", owned by you and used to maintain or service an insured building or structure or its "premises";
(f) Completed additions;
(g) If not covered by other insurance:
  (i) Additions under construction, alterations and repairs to the building or structure;
  (ii) Materials, equipment, supplies and temporary structures, used for making additions, alterations or repairs to an insured building or structure.
(h) Growing plants, trees, shrubs and flowers used for decorative purposes inside a building you own.

Coverage B - Business Contents

We insure Business Contents located in or on the buildings at the described "premises" including:

(a) Property you own that is used in your business, including furniture, fixtures, machinery, equipment, "stock" and work or goods in progress;
(b) Similar property owned by others that is in your care, custody or control and that you are contractually obligated to insure, or for which you are legally liable for loss or damage.
(c) **(i)** Tenants' improvements and betterments, including those completed by a previous tenant. Improvements and betterments are fixtures, alterations, installations or additions:
  (1) Made a part of the building or structure you occupy but do not own; and
  (2) You acquired or made at your expense but cannot legally remove.
  (ii) If the "premises" is a condominium "unit" that you own, the improvements, betterments, fixtures and alterations within your "unit", including those completed by a previous tenant.

Coverage B does not include any property described in Coverage A.

Coverage C - Property of Every Description

We insure Buildings and Business Contents as described in **Coverage A - Buildings** and **Coverage B – Business Contents** above.

2. Insured Perils

Except as otherwise provided, this Coverage Form insures against all risks of direct physical loss of or damage to Insured Property.

B. EXCLUDED PROPERTY AND PERILS

1. Excluded Property

We will not insure loss of or damage to:

(a) Money, "cash cards", electronic currency (e-currency), notes, securities, bank notes, stamps, tickets (except lottery tickets held for sale), tokens, bills, or evidence of debt or title;
(b) Automobiles, trailers, watercraft, amphibious or air cushion vehicles, aircraft, spacecraft, motors, including equipment and accessories attached to or mounted onto all such property;
  This exclusion **(b)** does not apply to:
  (i) Watercraft, amphibious or air cushion vehicles, land vehicles or self-propelled machines (other than licensed automobiles), that you hold for sale or that have been sold but not delivered;
  (ii) Unlicensed automobiles or unlicensed trailers held for sale or used in your business when on your "premises";
(c) Crops, lawns, trees, shrubs, flowers or plants (other than "stock" of trees, shrubs, flowers or plants), all while outside buildings.

This exclusion **(c)** does not apply to lawns, trees, shrubs, flowers or plants on a vegetative roof; however, loss or damage caused by or resulting from the following perils is not insured:
(i) Dampness or dryness of atmosphere;
(ii) Changes in or extremes of temperature, heating or freezing; or
(iii) Rain, snow, ice, sleet or hail;

(d) Animals, fish or birds. This exclusion **(d)** does not apply to loss or damage caused directly by:
(i) A "Named Peril"; or
(ii) Theft or attempted theft;
to animals, fish or birds that are not "livestock";

(e) Sewers, drains and watermains located beyond the outside walls or foundation of your building. This exclusion **(e)** does not apply to loss or damage to sewers, drains or watermains located within the property lines of your "premises", caused directly by a "Named Peril".

(f) Property which, to your knowledge, has been vacant, unoccupied or shut down for more than 60 consecutive days. A building that is under construction, will not be considered vacant, unoccupied or shut down.

(g) Bridges, roadways, walkways, parking lots or other exterior paved surfaces;

(h) Property:
(i) Insured under the terms of any marine insurance; or
(ii) While waterborne, except while on a regular ferry or railway car transfer in connection with land transportation;

(i) Property after the time it leaves your custody if it is:
(i) Loaned, rented or leased to others; or
(ii) Sold by you under conditional sale, installment payment or other deferred payment plan.
This exclusion **(i)** does not apply while such property is in the custody of a carrier for hire for the purpose of delivery at your risk.

(j) Land, land value, water or groundwater. This exclusion **(j)** does not apply to packaged water products or water inside a storage tank that is used in your manufacturing or processing operations.

(k) Property:
(i) Illegally acquired, kept, stored or transported; or
(ii) Seized or confiscated for breach of any law or by order of any public authority.

(l) Property containing any polychlorinated biphenyls (also known as PCBs);

(m) Any:
(i) Pressure vessel, including its connected piping and equipment, which has normal internal working pressure greater than 103 kilopascals (15 pounds per square inch) above atmospheric pressure; or
(ii) Boiler, including its connected piping and equipment, which contains steam or water under steam pressure (except tanks having an internal diameter of 610 millimetres (24 inches) or less used for the storage of hot water for domestic use);
caused directly or indirectly by explosion, collapse, rupture, bursting, cracking, burning out or bulging of such property while connected and ready for use.
This exclusion **(m)** does not apply to:
(1) Manually portable gas cylinders;
(2) Explosion of natural, coal or manufactured gas; or
(3) Explosion of gas or unconsumed fuel within a furnace or within the gas passages from the furnace to the atmosphere;

(n) "Fine arts";

(o) "Crop inputs" or "crop outputs". This exclusion **(o)** does not apply to "crop inputs" that you hold for sale or that have been sold but not delivered.

2. Excluded Perils
SECTION I
We will not pay for loss or damage caused directly or indirectly:

(a) In whole or in part, by earthquake. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, except for loss or damage caused directly by resultant fire, explosion, smoke or leakage from "fire protective equipment", all as described and limited in the "Named Perils" definition in Section **G. DEFINITIONS**.
This exclusion **(a)** does not apply to Insured Property in transit;

(b) In whole or in part, by "flood". This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, except for loss or damage caused directly by resultant fire, explosion, smoke, leakage from "fire protective equipment", riot, vandalism or malicious acts, all as described and limited in the "Named Perils" definition in Section **G. DEFINITIONS**, and theft or attempted theft.
This exclusion **(b)** does not apply to Insured Property in transit or loss or damage caused directly by leakage from a watermain or "water container";

(c) **(i)** **(1)** By seepage, leakage or influx of water derived from natural sources through basement walls, doors, windows or other openings, foundations, basement floors, sidewalks or sidewalk lights;
(2) By water under the ground surface exerting pressure on any foundation or basement wall; or
(3) By the backing up or overflow of water from sewers, sumps, septic tanks or drains, wherever located,
unless concurrently and directly caused by a peril not otherwise excluded;
(ii) **(1)** By the entrance of rain, sleet or snow through doors, windows, skylights, roof drains or other similar wall or roof openings; or
(2) By the entrance of water or natural precipitation diffused over the surface of the roof or balcony,
unless through an aperture concurrently and directly caused by a peril not otherwise excluded;

(d) By centrifugal force, mechanical breakdown, electrical breakdown or derangement. This exclusion does not apply to loss or damage caused directly by a resultant peril not otherwise excluded;

(e) **(i)** By dampness or dryness of atmosphere;
(ii) By changes in or extremes of temperature, or by heating or freezing; or
(iii) By total or partial interruption to the supply of electricity, water, gas, oil or steam.
This exclusion **(e)** does not apply to:
(1) Loss or damage caused directly by rupture of pipes or breakage of apparatus not excluded in **(m)** of Section **B.1. Excluded Property**;
(2) Damage to pipes caused directly by freezing, unless such pipes are excluded in **(e)** and **(m)** of Section **B.1. Excluded Property**;
(3) Loss of or damage to Insured Property other than "stock" caused directly by a "Named Peril", theft or attempted theft; or
(4) Loss or damage caused directly by an accident to a transporting conveyance;

(f) **(i)** By shrinkage, evaporation, loss of weight, leakage of contents, exposure to light, or change in colour or texture or finish;
(ii) By contamination;
(iii) By marring, scratching or crushing.
This exclusion **(f)** does not apply to loss or damage caused directly by:
(1) "Named Perils";
(2) Rupture of pipes or breakage of apparatus not excluded in **(e)** and **(m)** of Section **B.1. Excluded Property**;
(3) Theft or attempted theft;
(4) An accident to a transporting conveyance;

(g) By smoke from agricultural smudging or industrial operations;

(h) By gnawing, nesting or infestation, or discharge or release of waste products or secretions, by animals, insects or birds. This exclusion **(h)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded;

(i) By delay, loss of market, or loss of use or occupancy;

(j) In whole or in part, by war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;

(k) **(i)** By any nuclear incident (as defined in the *Nuclear Liability and Compensation Act* (Canada) or any other nuclear liability act, law or statute, or any amending law) or nuclear explosion. This exclusion applies whether or not there are one or more causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, except loss or damage caused directly by resultant fire, lightning or explosion of natural, coal or manufactured gas, all as described in the "Named Perils" definition in Section **G. DEFINITIONS**;
(ii) By contamination by radioactive material. This exclusion applies whether or not there are one or more causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;

(l) **(i)** By any dishonest or criminal act committed by you or your agent, acting alone or in collusion with others;
(ii) By theft or attempted theft committed by any employee of yours, acting alone or in collusion with others;
(iii) By any dishonest or criminal act committed by anyone, except as stated in **(l) (ii)**, when you or your agent knew or ought to have known of the dishonest or criminal act prior to the loss or damage.
This exclusion **(l) (iii)** does not apply if, upon becoming aware of the dishonest or criminal act and prior to the loss or damage, you or your agent immediately notifies the police and us.
These exclusions **(l) (i)** and **(l) (iii)** above do not apply to a claim by an "innocent co-insured" for loss of or damage to property in which they have a legal interest, but only to the extent of their proportional interest in that property;

(m) By snowslide, landslide, subsidence or other earth movement. This exclusion does not apply to Business Contents, property in transit, or to loss or damage caused directly by resultant fire, explosion, smoke or leakage from "fire protective equipment", all as described in the "Named Perils" definition in Section **G. DEFINITIONS**;

(n) By explosion (except explosion of natural, coal, or manufactured gas), collapse, rupture, bursting, cracking, burning out or bulging of the following property owned, operated or controlled by you:
(i) The portions containing steam or water under steam pressure of all boilers generating steam, and piping or other equipment connected to such boilers and containing steam or water under steam pressure;
(ii) Piping and apparatus or their parts normally containing steam or water under steam pressure from an external source and while under such pressure;

(iii) Other vessels and apparatus and their connected pipes while under pressure, or while in use or in operation, provided their maximum normal internal working pressure exceeds 103 kilopascals (15 pounds per square inch) above atmospheric pressure, but this exclusion does not apply to loss or damage resulting directly from the explosion of manually portable gas cylinders or of tanks having an internal diameter of 610 millimetres (24 inches) or less used for the heating and storage of hot water for domestic use;

(iv) Moving or rotating machinery or its parts;

(v) Any vessels and apparatus and their connected pipes while undergoing pressure tests, but this exclusion does not apply to other Insured Property that has been damaged by such explosion;

(vi) Gas turbines.

This exclusion **(n)** does not apply to loss or damage caused by resultant fire;

(o) By settling, expansion, contraction, moving, shifting or cracking. This exclusion does not apply to Business Contents or to loss or damage caused directly and concurrently by a peril not otherwise excluded;

(p) Proximately or remotely, arising in consequence of or contributed to by the enforcement of any by-law, regulation, ordinance, building code, construction code or law regulating zoning or the demolition, use, repair or construction of buildings or structures, including the cost of removing any debris.
This exclusion **(p)** applies whether or not the building or structure has sustained direct physical loss or damage;

(q) By seizure or destruction of property by order of governmental authority. But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread;

(r) By artificially generated electric current, including electric arcing, that disturbs electrical devices, appliances or wires. But if loss or damage by fire or explosion results, we will pay for that resulting loss or damage;

(s) By rain, snow, ice or sleet to Business Contents in the open;

(t) By unauthorized instructions to transfer property to any person or to any place;

(u) **(i)** By wear and tear;

(ii) By rust, corrosion, oxidation or chemical reduction;

(iii) By gradual deterioration, wet or dry rot, hidden or latent defect or any quality in property that causes it to damage or destroy itself.

This exclusion **(u)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded;

(v) By faulty, improper or defective material, workmanship or design.
This exclusion **(v)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded.
We will not pay for any cost to correct or make good the faulty, improper or defective material, workmanship or design, or to tear down, tear out, repair or replace any property to correct the faulty, improper or defective material, workmanship or design;

(w) By unexplained loss, mysterious disappearance, or the shortage of Business Contents disclosed on taking inventory;

(x) By voluntary parting with any property by you or anyone entrusted with the property if induced to do so with the use or unauthorized use of any financial instrument, including any fraudulent, forged or altered credit card, debit card, "cash card", electronic currency (e-currency), bank draft, cheque, money order or counterfeit currency;

(y) To Business Contents while actually being worked upon and directly resulting from such work or caused by any repairing, adjusting or servicing of such property. This exclusion **(y)** does not apply to loss or damage caused directly by resultant fire or explosion.

SECTION II

(a) Pollution

We will not pay for:

(i) Loss or damage caused directly or indirectly by any actual or alleged spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants", or the cost or expense of any resulting clean up. This exclusion does not apply:

(1) If the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants" occurs during the policy period and is directly caused by a peril not otherwise excluded; or

(2) To loss or damage caused directly by a resultant peril not otherwise excluded;

(ii) The cost or expense for any testing, monitoring, evaluating or assessing of an actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants".

(b) Data

(i) We will not pay for loss or damage to "data".

(ii) We will not pay for loss or damage caused directly or indirectly by a "data problem". This exclusion **(b)(ii)** does not apply to loss or damage caused directly by resultant fire, explosion, smoke or leakage from “fire protective equipment”, all as described in the "Named Perils" definition in Section **G. DEFINITIONS**;

(c) Fungi and Spores

We will not pay for:

(i) Loss or damage consisting of or caused directly or indirectly, in whole or in part, by any "fungi" or "spores". This exclusion does not apply:

(1) If the "fungi" or "spores" are directly caused by a peril not otherwise excluded in this form that occurs during the policy period; or

(2) To loss or damage caused directly by a resultant peril not otherwise excluded in this form;

(ii) The cost or expense for any testing, monitoring, evaluating or assessing of "fungi" or "spores".

(d) Terrorism

This Coverage Form does not insure loss or damage caused directly or indirectly, in whole or in part, by "terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism". This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect.

(e) Communicable Disease

We will not pay for:

(i) Loss or damage caused directly or indirectly, in whole or in part, by a "communicable disease".

(ii) The cost or expense for any testing, monitoring, evaluating, assessing or clean-up of “communicable disease”.

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

(f) Cyber Loss

We will not pay for:

(i) Loss or damage caused directly or indirectly, in whole or in part, by "cyber loss"; or

(ii) The cost or expense caused directly or indirectly by any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any "data", including any amount pertaining to the value of such "data".

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. However, this exclusion does not apply to loss or damage caused directly by resultant fire or explosion.

C. LIMITATIONS

1. Cannabis

We will not pay for loss or damage to that quantity of cannabis or cannabis product that is in excess of any federal or applicable provincial or territorial legal limit.

2. Furs, Jewellery and Precious Stones

We will not pay more than the following limits for each group of property below, unless the loss or damage is caused by "Named Perils":

(a) $5,000 for furs, fur garments and garments trimmed with fur;

(b) $5,000 for jewels, jewellery, watches, pearls, precious stones or semi-precious stones. This limit does not apply to jewellery and watches worth $100 or less per item; or

(c) $2,500 for bullion, platinum and other precious metals or their alloys.

3. Glass

We will not pay for loss or damage to exterior glass or vitrolite or any lettering or ornamentation on either, unless the loss or damage is caused by "Named Perils".

D. AMOUNTS OF INSURANCE

The most we will pay for loss or damage in any one occurrence is the applicable Amount of Insurance shown in the Declarations or in any schedule or endorsement that is part of this Coverage Form.

E. DEDUCTIBLE

We are liable for the amount by which the loss or damage in any one occurrence caused by an insured peril exceeds the amount of the deductible shown in the Declarations.

F. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Common Policy And Property Conditions:

1. Co-insurance Clause

This clause applies separately to each item for which a co-insurance percentage is shown in the Declarations and only where the amount of loss or damage exceeds the lesser of 5% of the applicable amount of insurance or $25,000.

You will maintain insurance concurrent with this form on the Insured Property to the extent of at least the amount produced by multiplying the value of the property as determined in **2. Valuation Clause** below, by the co-insurance percentage shown in the Declarations. If you fail to do so, you will be entitled to recover only that portion of any loss that the amount of insurance in force at the time of loss bears to the amount of insurance required to be maintained by this clause.

2. Valuation Clause

We will determine the value of Insured Property as follows:

(a) Replacement Cost

At Replacement Cost (without deduction for depreciation) if the Valuation basis shown in the Declarations indicates Replacement Cost, except as provided in Paragraphs **(c)** through **(g)** below. If Replacement Cost is shown in the Declarations, Paragraph **(b) Actual Cash Value** below does not apply.

(i) You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim on a replacement cost basis if you notify us of your intent to do so within 180 days after the loss or damage.

(ii) We will not pay on a replacement cost basis for any loss or damage:

(1) Until the lost or damaged property is actually repaired or replaced; and

(2) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

(iii) We will not pay more for loss or damage on a replacement cost basis than the least of:

(1) The cost to replace, on the same "premises", the lost or damaged property with new property:

(a) Of comparable material and quality; and

(b) Used for the same purpose;

(2) The amount you actually spend that is necessary to repair or replace the lost or damaged property; or

(3) The amount of insurance applicable to the lost or damaged property.

If a building is rebuilt at a different site, the cost described in **(a)(iii)(1)** above is limited to the cost which would have been incurred had the building been rebuilt at the original “premises”.

(b) Actual Cash Value

At Actual Cash Value if the Valuation basis shown in the Declarations indicates Actual Cash Value. If Actual Cash Value is shown in the Declarations, Paragraphs **(a) Replacement Cost** and **(f)** in this **Valuation Clause** do not apply.

Actual cash value is determined as at the time and place of loss or damage to the Insured Property. We will not pay more for loss or damage on an actual cash value basis than the least of:

(i) The cost to repair or replace the lost or damaged property less any depreciation; or

(ii) The amount of insurance applicable to the lost or damaged property.

In determining depreciation, we will consider:

(1) The condition of the property immediately before the loss or damage;

(2) The resale value of the property immediately before the loss or damage;

(3) The normal life expectancy of the property; and

(4) Obsolescence.

(c) **(i)** On unsold "stock", Actual Cash Value plus the cost of your work (labour and materials) performed on the property;

(ii) On sold "stock", the selling price less discounts and expenses you otherwise would have incurred.

(d) The following property at actual cash value:

(i) Used or second-hand merchandise held in storage or for sale;

(ii) Surplus or obsolete property that is no longer used by you;

(iii) Property of others;

(iv) Manuscripts;

(e) On glass at the cost of replacement with safety glazing material if required by law.

(f) On tenants’ improvements and betterments at:

(i) The cost to replace if repaired or replaced with due diligence and dispatch on the same site, or if this is not possible, the cost of moving, temporary storage and restoration on another site.

(ii) The pro-rated original cost of such improvements and betterments for the balance of the lease term, if you do not repair or replace such improvements and betterments promptly. If your lease contains a renewal option, the expiration of the renewal option will be used for the preceding calculation instead of the expiration of the current lease term.

(iii) The cost to replace such improvements and betterments at this or another location, if the building owner exercises the cancellation clause in your lease because of a peril not otherwise excluded (even if your tenants’ improvements and betterments are not damaged or destroyed by such peril) and your interest in such improvements and betterments reverts to the building owner.

We are not liable for any loss of leasehold interest in tenants’ improvements resulting from you exercising an option to cancel the lease;

(g) On valuable papers and records including those which exist on electronic or magnetic media (other than prepackaged software programs), at the cost of:

(i) Blank materials for reproducing the records; and

(ii) Labour to transcribe or copy the records if duplicates exist.

3. Pairs, Sets or Parts

(a) In case of loss or damage to any part of a pair or set we may:

(i) Repair or replace any part to restore the pair or set to its value before the loss or damage; or

(ii) Pay the difference between the value of the pair or set before and after the loss or damage.

(b) In case of loss or damage to any part of Insured Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

4. Subrogation

(a) Upon making any payment or assuming liability for payment under this Coverage Form, we will be subrogated to all your rights of recovery against others and may bring action to enforce such rights. We will have the right to control such subrogation. Following loss or damage, you will not take any action that harms or prejudices your or our rights of recovery against others, nor will you do anything to impair those rights.

All rights of subrogation with respect to insurance provided by this Coverage Form are waived against:

(i) Any person or organization for whom insurance is provided by this Coverage Form; and

(ii) If the "premises" is a condominium building and you are a "condominium corporation":

(1) Your directors, property managers, agents and employees; and

(2) The owner of a "unit" and, if residents of the household of the owner of a "unit", his or her spouse, the relatives of either and any person under the age of 21 in the care of such owner or his or her spouse provided that you have waived your right of legal action against such persons prior to the loss. However, this waiver of subrogation does

not apply to intentional loss or damage caused by such persons to the common areas of the described "premises".

Independent contractors will not be considered to be your directors, property managers, agents or employees.

(b) Where the net amount recovered, after deducting the costs of recovery, is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount will be divided between you and us in the proportion in which the loss or damage has been borne by each party respectively.

(c) You may waive your rights of subrogation against another party:

(i) Prior to a loss under this Coverage Form; or

(ii) After a loss under this Coverage Form if that party is someone insured by this insurance, a business firm owned or controlled by you, a business firm that owns or controls you, or your tenant.

This will not affect your right to recover.

G. DEFINITIONS

1. **"Cash Cards"** means cards designed to store a cash value by electronic means as a mode of payment and without direct access to a bank or other account. "Cash cards" do not include electronic currency (e-currency).
2. **"Communicable Disease"**
   (a) Means any:
   (i) Virus;
   (ii) Bacterium; or
   (iii) Other microorganism;
   that induces or is capable of inducing physical distress, illness or disease.
   (b) Includes any fear or threat (whether actual or perceived) of such virus, bacterium or other microorganism.
3. **"Computer System"** includes the following (whether or not mobile or portable):
   (a) Computer, hardware or peripheral computer equipment;
   (b) Communication or control system;
   (c) Electronic machine, device or instrument;
   (d) Server, cloud or networking equipment;
   (e) Microcontroller or microprocessor;
   (f) Input, output, or data storage device; or
   (g) Software, applications, program, process or code;
   that is owned, leased, rented, operated or controlled by you or any other party.
4. **"Condominium Corporation"** means a corporation constituted under provincial or territorial legislation relating to condominiums or co-ownership by declaration. It refers to a strata corporation in British Columbia and to a syndicate in Quebec.
5. **"Crop Inputs"** means:
   (a) Seeds used for production in the cultivation of "grain", "produce" or "hay, straw, silage or feed";
   (b) Fertilizers and chemicals, including herbicides and pesticides; and
   (c) Packaging or silage bags for property described in Paragraphs **(a)** and **(b)** above.
6. **"Crop Outputs"** means "grain", "produce" or "hay, straw, silage or feed".
7. **"Cyber Act"** means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof, involving access to, processing of, use of or operation of, any "computer system".
8. **"Cyber Incident"** means any:
   (a) Error or omission or series of related errors or omissions involving access to, processing of, use of or operation of, any "computer system"; or
   (b) Partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate, any "computer system".
9. **"Cyber Loss"**
   (a) Means any "cyber act" or "cyber incident".
   (b) Includes any action taken or failure to be taken by you or anyone acting on your behalf in controlling, preventing, suppressing, mitigating or remediating any "cyber act" or "cyber incident".
10. **"Data"** means representations of information or concepts, in any form.
11. **"Data Problem"** means:
    (a) Erasure, destruction, corruption, misappropriation, misinterpretation of "data";
    (b) Error in creating, amending, entering, deleting or using "data"; or
    (c) Inability to receive, transmit or use "data".
12. **"Fine Arts"** means paintings, etchings, pictures, tapestries and other bona fide works of art (such as valuable rugs, statuary, marbles, bronzes, antique furniture, rare books, manuscripts, antique silver, porcelains, rare glass and bric-a-brac) or other articles of rarity, historical value or artistic merit.
13. **"Fire Protective Equipment"** includes tanks, watermains, hydrants, valves and any other apparatus whether used solely for fire protection or jointly for fire protection and for other purposes, but does not include:
    (a) Branch piping from a joint system where such branches are used entirely for purposes other than fire protection;
    (b) Any watermains or appurtenances located outside of the "premises" and forming a part of the public water distribution system; or

(c) Any pond or reservoir in which the water is impounded by a dam.

14. **"Flood"** means:
    (a) The breaking out or overflow of any natural or artificial body of water, waves, storm surge, seiche, tides, tidal wave or tsunami; or
    (b) The unusual and rapid accumulation, overflow or runoff of water or natural precipitation temporarily diffused over the surface of the ground.
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. **"Grain"** means whole threshed grain, seeds grown for sale, peas, lentils and beans.
17. **"Hay, Straw, Silage or Feed"** means:
    (a) Stacked or baled hay or straw;
    (b) Silage or feed;
    (c) Commercial feed supplements; or
    (d) Concentrates or processed grains;
    all for livestock consumption.
18. **"Innocent Co-insured"** means any Insured who is a natural person and who has not abetted, colluded or consented to any dishonest or criminal act which resulted in loss or damage.
19. **"Livestock"** means any breed or population of animal kept for a useful or commercial purpose. These uses include the production of meat, dairy products, eggs and clothing materials.
20. **"Named Perils"** means the following perils:
    (a) Fire or Lightning
    (b) Explosion: Except with respect to the explosion of natural, coal or manufactured gas, there shall in no event be any liability for loss or damage caused by explosion, collapse, rupture, bursting, cracking, burning out or bulging of the following property owned, operated or controlled by you:
        (i) **(1)** The portions containing steam or water under steam pressure of all boilers generating steam, and piping or other equipment connected to such boilers and containing steam or water under steam pressure;
        (2) Piping and apparatus or their parts normally containing steam or water under steam pressure from an external source and while under such pressure;
        (3) The combustion chambers or fire boxes of steam generating boilers of the chemical recovery type and the flues or passages which conduct the gases of combustion from them;
        (4) Smelt dissolving tanks;
        (ii) Other vessels and apparatus and their connected pipes while under pressure, or while in use or in operation, provided their maximum normal internal working pressure exceeds 103 kilopascals (15 pounds per square inch) above atmospheric pressure, except that liability is specifically assumed for loss or damage resulting from the explosion of manually portable gas cylinders;
        (iii) Moving or rotating machinery or parts of same when such loss or damage is caused by centrifugal force or mechanical breakdown;
        (iv) Any vessels and apparatus and their connected pipes while undergoing pressure tests, but this exclusion does not apply to other Insured Property that has been damaged by such explosion;
        (v) Gas turbines.
        The following are not explosions within the intent or meaning of this paragraph **(b)**:
        (1) Electric arcing or any coincident rupture of electrical equipment due to such arcing;
        (2) Bursting or rupture caused by hydrostatic pressure or freezing;
        (3) Bursting or rupture of any safety disc, rupture diaphragm or fusible plug.
    (c) Impact by Aircraft, Spacecraft or Land Vehicle: Aircraft and spacecraft include articles dropped from them.
        There shall in no event be any liability for cumulative damage or for loss or damage:
        (i) Caused by land vehicles belonging to you or under your control or under the control of any of your employees;
        (ii) To aircraft, spacecraft or land vehicles causing the loss;
        (iii) Caused by any aircraft or spacecraft when being taxied or moved inside or outside of a building.
    (d) Riot, Vandalism or Malicious Acts: Riot includes open assemblies of strikers inside or outside the "premises" who have quit work, and of locked-out employees.
        There shall in no event be any liability for loss or damage due to:
        (i) Cessation of work or by interruption to process or business operations or by change in temperature;
        (ii) "Flood" or release of water impounded by a dam, or due to any explosion other than an explosion in respect of which there is insurance under Paragraph **(b)** of this "Named Perils" definition;
        (iii) Theft or attempted theft.
    (e) Smoke means smoke due to a sudden, unusual and faulty operation of any stationary furnace. There shall in no event be any liability for any cumulative damage.
    (f) Leakage From "Fire Protective Equipment" means:
        (i) The leakage or discharge of water or other substances from;
        (ii) The collapse of; or
        (iii) The rupture due to freezing of;
        "fire protective equipment" for the "premises".

(g) Windstorm or Hail:
There shall in no event be any liability for loss or damage:
(i) To the interior of the Building or to Business Contents unless damage occurs concurrently with and results from an aperture caused by windstorm or hail;
(ii) Directly or indirectly caused by any of the following, whether driven by wind or due to windstorm or not: snow-load, ice-load, tidal wave, high water, overflow, "flood", waterborne objects, waves, ice, land subsidence, landslip.

(h) Falling Objects: Falling objects does not include loss or damage to the interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.

(i) Weight of Snow, Ice or Sleet

(j) Specified Water Damage means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam not excluded by Excluded Peril **(n)**.

21. **"Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including odour, vapour, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
22. **"Premises"** means the entire area within the property lines and areas under adjoining sidewalks and driveways at each location shown in the Declarations, or in the open (or in or on a vehicle) within 100 metres of such location.
23. **"Produce"** means agricultural products of the soil, including fruits and vegetables.
24. **"Spores"** includes one or more reproductive particles or microscopic fragments produced by, emitted from or arising out of any “fungi”.
25. **"Stock"** means merchandise held in storage for sale, raw materials and in-process or finished goods, including supplies and packing, wrapping, shipping or advertising materials.
26. **"Terrorism"** means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group, organization or government for the purpose of influencing any government or instilling fear in the public or a section of the public.
27. **"Unit"** means the unit as defined in the declaration, description or bylaws of the "condominium corporation" or provincial or territorial legislation relating to condominiums or divided co-ownerships. It refers to a strata lot in British Columbia and to a private portion in Quebec.
28. **"Water Container"** means
(a) Your piping system, process equipment or tank; or
(b) Any other device or apparatus,
at the "premises" used for containing, heating, chilling, or dispensing water or ice. "Water container" does not include any:
(i) Watermain located beyond the bearing walls or foundations of the "premises";
(ii) Sewer, sump or septic system;
(iii) Drain;
(iv) Penstock, raceway, sluice, flume, reservoir or dam; or
(v) Water treatment plant or sewage treatment plant,
or any part thereof.

TOOL COVERAGE FORM (Broad Form)

Words and phrases in quotation marks have special meaning as defined in **G. DEFINITIONS**.

Whenever the following words are used in this Coverage Form, they will be specifically defined as follows:

You and **your** means the **Named Insured.**

We, us and **our** means **The Wawanesa Mutual Insurance Company**.

A. INSURED PROPERTY AND PERILS

We will pay for direct physical loss or damage to Insured Property caused by or resulting from a peril not otherwise excluded.

1. Insured Property

This form insures tools used in your business, including attachments and accessories to such property, which are:

(a) Owned by you; or

(b) Leased, rented or borrowed from others while in your care, custody or control and for which you are legally liable.

The Declarations will indicate whether the Insured Property is:

(1) Scheduled Tools. Scheduled tools will be specifically listed in the Declarations.

(2) Unscheduled Tools.

2. Insured Perils

Except as otherwise provided, this Coverage Form insures against all risks of direct physical loss of or damage to Insured Property.

B. EXCLUDED PROPERTY AND PERILS

1. Excluded Property

We will not insure loss of or damage to:

(a) Property illegally acquired, kept, stored or transported; or

(b) Property that belongs to your employee.

2. Excluded Perils

SECTION I

We will not pay for loss or damage caused directly or indirectly:

(a) By centrifugal force, mechanical breakdown, electrical breakdown or derangement.

This exclusion **(a)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded.

(b) **(i)** By dampness or dryness of atmosphere;

(ii) By changes in or extremes of temperature, or by heating or freezing;

(iii) By marring or scratching; or

(iv) By gnawing, nesting or infestation, or discharge or release of waste products or secretions, by animals, insects or birds.

This exclusion **(b)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded.

(c) By delay, loss of use or loss of market.

(d) In whole or in part, by war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

(e) **(i)** By any nuclear incident (as defined in the *Nuclear Liability And Compensation Act* (Canada) or any other nuclear liability act, law or statute, or any amending law) or nuclear explosion. This exclusion applies whether or not there are one or more causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, except loss or damage caused directly by resultant fire, lightning or explosion of natural, coal or manufactured gas;

(ii) By contamination by radioactive material. This exclusion applies whether or not there are one or more causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

(f) **(i)** By any dishonest or criminal act committed by you or your agent, acting alone or in collusion with others;

(ii) By theft or attempted theft committed by any employee of yours, acting alone or in collusion with others;

(iii) By any dishonest or criminal act committed by anyone, except as stated in **(f)(ii)**, when you or your agent knew or ought to have known of the dishonest or criminal act prior to the loss or damage.

This exclusion **(f)(iii)** does not apply if, upon becoming aware of the dishonest or criminal act and prior to the loss or damage, you or your agent immediately notifies the police and us.

These exclusions **(f)(i)** and **(f)(iii)** above do not apply to a claim by an "innocent co-insured" for loss of or damage to property in which they have a legal interest, but only to the extent of their proportional interest in that property.

(g) By seizure or destruction of property by order of governmental authority. But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread.

(h) By artificially generated electric current, including electric arcing, that disturbs electrical devices, appliances or wires.

But if loss or damage by fire or explosion results, we will pay for that resulting loss or damage.

(i) By wear and tear, any quality in the property that causes it to damage or destroy itself, hidden or latent defect, gradual deterioration, rust or corrosion.

This exclusion **(i)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded.

(j) By faulty, improper or defective material, workmanship or design.

This exclusion **(j)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded.

(k) By unexplained loss, mysterious disappearance or the shortage of property disclosed on taking inventory.

(l) By processing or work upon property. But if loss or damage by fire or explosion results, we will pay for that resulting loss or damage.

SECTION II

(a) Pollution

We will not pay for loss or damage caused directly or indirectly by the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants". This exclusion does not apply to loss or damage caused directly by a resultant peril not otherwise excluded.

(b) Terrorism

This Coverage Form does not insure loss or damage caused directly or indirectly, in whole or in part, by "terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism". This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect.

(c) Communicable Disease

We will not pay for:

(i) Loss or damage caused directly or indirectly, in whole or in part, by a "communicable disease".

(ii) The cost or expense for any testing, monitoring, evaluating, assessing or clean-up of “communicable disease”.

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

(d) Cyber Loss

We will not pay for:

(i) Loss or damage caused directly or indirectly, in whole or in part, by "cyber loss"; or

(ii) The cost or expense caused directly or indirectly by any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any "data", including any amount pertaining to the value of such "data".

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. However, this exclusion does not apply to loss or damage caused directly by resultant fire or explosion.

C. ADDITIONAL COVERAGES

1. Preservation of Property

If you give us written notice within 10 days of removal of your Insured Property because of imminent danger of loss or damage by an insured peril, we will pay for direct loss or damage by an insured peril while such property is temporarily at a safe place or while being taken to or returned from such place.

The Amount of Insurance applicable to this Preservation of Property Additional Coverage is included in and does not increase the Amount of Insurance for the Insured Property.

2. Newly Acquired Property

You may extend the insurance that applies to Insured Property to apply to new items of property of a type already covered by this Coverage Form. Insurance under this Additional Coverage will end when any one of the following first occurs:

(a) The policy expires;

(b) 30 days after you acquire the property; or

(c) You report the values to us.

We will charge you additional premium for values reported from the date you acquire the item of property.

The Amount of Insurance for this Additional Coverage is shown in the Declarations. This Additional Coverage is additional insurance that applies in addition to the applicable Amount of Insurance.

Paragraph **1. Coinsurance** in **F. ADDITIONAL CONDITIONS** does not apply to this Additional Coverage.

D. AMOUNTS OF INSURANCE

The most we will pay for loss or damage in any one occurrence is the applicable Amount of Insurance shown in the Declarations or in any schedule or endorsement that is part of this Coverage Form.

1. If Insured Property is Scheduled Tools, an Amount of Insurance is listed in the Declarations for each scheduled item.

2. If Insured Property is Unscheduled Tools:

(a) The Occurrence Amount of Insurance is the most we will pay for loss or damage to all separate items or sets of items of Insured Property in any one occurrence, no matter how many items or sets of items are involved; and

(b) The Any One Item or Set of Items Amount of Insurance is the most we will pay for loss or damage to any single item or set of items in any one occurrence.

E. DEDUCTIBLE

1. We are not liable for covered loss or damage in any one occurrence until the amount of such loss or damage exceeds the amount of the deductible shown in the Declarations.

2. If more than one deductible applies to loss or damage in any one occurrence, only the highest of any such deductibles will apply.

F. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Common Policy and Property Conditions:

1. Coinsurance

This clause applies separately to each item for which a co-insurance percentage is specified in the Declarations and only where the amount of loss or damage exceeds the lesser of 2% of the applicable amount of insurance or $5,000.

You will maintain insurance concurrent with this form on the Insured Property to the extent of at least the amount produced by multiplying the value of the property as determined in **2.** Valuation Clause below, by the co-insurance percentage specified in the Declarations. If you fail to do so, you will be entitled to recover only that portion of any loss that the amount of insurance in force at the time of loss bears to the amount of insurance required to be maintained by this clause.

2. Valuation

We will determine the value of Insured Property as follows:

(a) Replacement Cost for Certain Items Newly Purchased by You Within 60 Months

(i) At Replacement Cost (without deduction for depreciation) if the Valuation basis shown in the Declarations indicates Replacement Cost for Certain Items Newly Purchased by You Within 60 Months. If such Valuation basis is shown in the Declarations, Replacement Cost applies to Insured Property:

(1) Of which you are the original purchaser (exclusive of the selling dealer); and

(2) To which the covered loss or damage occurred within 60 months of the date such property was first delivered to you; or

(3) That is rented or leased to you, but only if you are responsible for replacement cost under the terms of the rental or lease agreement.

If Replacement Cost applies, Paragraph **(b) Actual Cash Value** below does not apply.

Replacement Cost does not apply to:

(4) Betterments resulting from the repair or replacement of Insured Property that has prior unrepaired damage; or

(5) Any increase in loss resulting from the enforcement of any restriction or prohibition in any regulation, ordinance or law.

(ii) You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim on a replacement cost basis if you notify us of your intent to do so within 180 days after the loss or damage.

(iii) We will not pay on a replacement cost basis for any loss or damage:

(1) Until the lost or damaged property is actually repaired or replaced; and

(2) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

(iv) We will not pay more for loss or damage on a replacement cost basis than the least of:

(1) The cost to replace the lost or damaged property with new property:

(a) Of comparable material and quality; and

(b) Used for the same purpose;

(2) The amount you actually spend that is necessary to repair or replace the lost or damaged property; or

(3) The amount of insurance applicable to the lost or damaged property.

(b) Actual Cash Value

At Actual Cash Value if the Valuation basis shown in the Declarations indicates Actual Cash Value. If Actual Cash Value is shown in the Declarations, Paragraph **(a) Replacement Cost for Certain Items Newly Purchased by You Within 60 Months** in this **Valuation Clause** does not apply.

Actual cash value is determined as at the time and place of loss or damage to the Insured Property. We will not pay more for loss or damage on an actual cash value basis than the least of:

(i) The cost to repair or replace the lost or damaged property less any depreciation; or

(ii) The amount of insurance applicable to the lost or damaged property.

In determining depreciation, we will consider:

(1) The condition of the property immediately before the loss or damage;

(2) The resale value of the property immediately before the loss or damage;

(3) The normal life expectancy of the property; and

(4) Obsolescence.

G. DEFINITIONS

1. "Communicable Disease"

(a) Means any:

(i) Virus;

(ii) Bacterium; or

(iii) Other microorganism;

that induces or is capable of inducing physical distress, illness or disease.

(b) Includes any fear or threat (whether actual or perceived) of such virus, bacterium or other microorganism.

2. "Computer System" includes the following (whether or not mobile or portable):

(a) Computer, hardware or peripheral computer equipment;

(b) Communication or control system;

(c) Electronic machine, device or instrument;

(d) Server, cloud or networking equipment;

(e) Microcontroller or microprocessor;

(f) Input, output, or data storage device; or

(g) Software, applications, program, process or code;

that is owned, leased, rented, operated or controlled by you or any other party.

3. "Cyber Act" means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof, involving access to, processing of, use of or operation of, any "computer system".

4. "Cyber Incident" means any:

(a) Error or omission or series of related errors or omissions involving access to, processing of, use of or operation of, any "computer system"; or

(b) Partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate, any "computer system".

5. **"Cyber Loss"**

   (a) Means any "cyber act" or "cyber incident".

   (b) Includes any action taken or failure to be taken by you or anyone acting on your behalf in controlling, preventing, suppressing, mitigating or remediating any "cyber act" or "cyber incident".

6. **"Data"** means representations of information or concepts, in any form.

7. **"Innocent Co-insured"** means any Insured who is a natural person and who has not abetted, colluded or consented to any dishonest or criminal act which resulted in loss or damage.

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

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

INSTALLATION COVERAGE FORM

Words and phrases in quotation marks have special meaning as defined in **G**. **DEFINITIONS**.

Whenever the following words are used in this Coverage Form, they will be specifically defined as follows:

You and **your** means the **Named Insured.**

We, us and **our** means **The Wawanesa Mutual Insurance Company**.

A. INSURED PROPERTY AND PERILS

We will pay for direct physical loss or damage to Insured Property caused by or resulting from a peril not otherwise excluded.

1. Insured Property

Insured Property, as used in this Coverage Form, means:

(a) Your materials, equipment and supplies intended to enter into and form part of the installation, that are:

(i) On the "job site", while awaiting and during installation and testing;

(ii) In transit to the "job site" or any other temporary storage site, including loading and unloading; or

(iii) In storage at any other location, but not while:

(1) Being manufactured; or

(2) Undergoing any process.

(b) Similar property of others in your care, custody or control.

(c) Temporary buildings and other structures built or assembled at the "job site", including cribbing, scaffolding, falsework, hoardings, excavation and construction forms and other similar property, but only to the extent that their replacement or restoration is necessary to complete the installation.

2. Insured Perils

Except as otherwise provided, this Coverage Form insures against all risks of direct physical loss of or damage to Insured Property.

B. EXCLUDED PROPERTY AND PERILS

1. Excluded Property

We will not insure loss of or damage to:

(a) Property otherwise specifically insured;

(b) Contractors' machinery, tools or equipment, except as provided under Paragraph **(c)** of **A.1. Insured Property**;

(c) Property:

(i) Illegally acquired, kept, stored or transported; or

(ii) Seized or confiscated for breach of any law or by order of any public authority;

(d) Property:

(i) Insured under the terms of any marine insurance; or

(ii) While waterborne, except while on a regular ferry or railway car transfer in connection with land transportation;

(e) Property while airborne;

(f) Automobiles, trailers, watercraft, amphibious or air cushion vehicles, aircraft, spacecraft, motors, including equipment and accessories attached to or mounted onto all such property;

(g) Land, land value, water or groundwater;

(h) Money, "cash cards", electronic currency (e-currency), bullion, platinum and other precious metals or their alloys, notes, securities, bank notes, stamps, tickets (except lottery tickets held for sale), tokens, bills, or evidence of debt or title; or

(i) Property while in or on any premises you own or lease.

2. Excluded Perils

SECTION I

We will not pay for loss or damage caused directly or indirectly:

(a) By centrifugal force, mechanical breakdown, electrical breakdown or derangement. This exclusion **(a)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded;

(b) **(i)** By frost or freezing; or

(ii) By total or partial interruption to the supply of electricity, water, gas, oil or steam.

This exclusion **(b)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded;

(c) By marring, scratching or crushing of glass. This exclusion **(c)** does not apply to loss or damage caused directly by:

(i) "Named Perils";

(ii) Rupture of pipes or breakage of apparatus;

(iii) Theft or attempted theft;

(iv) An accident to a transporting conveyance;

(d) By gnawing, nesting or infestation, or discharge or release of waste products or secretions, by animals, insects or birds.

This exclusion **(d)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded;

(e) By delay, loss of market, or loss of use or occupancy;

(f) In whole or in part, by war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;

(g) **(i)** By any nuclear incident (as defined in the *Nuclear Liability And Compensation Act* (Canada) or any other nuclear liability act, law or statute, or any amending law) or nuclear explosion. This exclusion applies whether or not there are one or more causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, except loss or damage caused directly by resultant fire, lightning or explosion of natural, coal or manufactured gas, all as described in the "Named Perils" definition in Section **G. DEFINITIONS**;

(ii) By contamination by radioactive material. This exclusion applies whether or not there are one or more causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;

(h) **(i)** By any dishonest or criminal act committed by you or your agent, acting alone or in collusion with others;

(ii) By theft or attempted theft committed by any employee of yours, acting alone or in collusion with others;

(iii) By any dishonest or criminal act committed by anyone, except as stated in **(h)(ii),** when you or your agent knew or ought to have known of the dishonest or criminal act prior to the loss or damage.

This exclusion **(h)(iii)** does not apply if, upon becoming aware of the dishonest or criminal act and prior to the loss or damage, you or your agent immediately notifies the police and us.

These exclusions **(h)(i)** and **(h)(iii)** above do not apply to a claim by an "innocent co-insured" for loss of or damage to property in which they have a legal interest, but only to the extent of their proportional interest in that property;

(i) By snowslide, landslide, subsidence or other earth movement, unless occurring concurrently with and directly resulting from an earthquake shock or other natural or man-made earth movement including those resulting from mining or fracking operations. This exclusion does not apply to Insured Property in transit, or to loss or damage caused directly by resultant fire, explosion, smoke or leakage from "fire protective equipment", all as described in the "Named Perils" definition in Section **G. DEFINITIONS**;

(j) Proximately or remotely, arising in consequence of or contributed to by the enforcement of any by-law, regulation, ordinance, building code, construction code or law regulating zoning or the demolition, use, repair or construction of buildings or structures, including the cost of removing any debris.

This exclusion **(j)** applies whether or not the building or structure has sustained direct physical loss or damage;

(k) By seizure or destruction of property by order of governmental authority. But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread;

(l) By artificially generated electric current, including electric arcing, that disturbs electrical devices, appliances or wires. But if loss or damage by fire or explosion results, we will pay for that resulting loss or damage;

(m) By rain, snow, ice or sleet to property in the open;

(n) By unauthorized instructions to transfer property to any person or to any place;

(o) **(i)** By wear and tear;

(ii) By rust, corrosion, oxidation or chemical reduction;

(iii) By gradual deterioration, wet or dry rot, hidden or latent defect or any quality in property that causes it to damage or destroy itself.

This exclusion **(o)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded;

(p) By faulty, improper or defective material, workmanship or design.

This exclusion **(p)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded.

We will not pay for any cost to correct or make good the faulty, improper or defective material, workmanship or design, or to tear down, tear out, repair or replace any property to correct the faulty, improper or defective material, workmanship or design;

(q) By unexplained loss, mysterious disappearance, or the shortage of property disclosed on taking inventory;

(r) By voluntary parting with any property by you or anyone entrusted with the property if induced to do so with the use or unauthorized use of any financial instrument, including any fraudulent, forged or altered credit card, debit card, "cash card", electronic currency (e-currency), bank draft, cheque, money order or counterfeit currency.

SECTION II

(a) Pollution

We will not pay for:

(i) Loss or damage caused directly or indirectly by any actual or alleged spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants", or the cost or expense of any resulting clean up. This exclusion does not apply:

(1) If the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants" occurs during the policy period and is directly caused by a peril not otherwise excluded; or

(2) To loss or damage caused directly by a resultant peril not otherwise excluded;

(ii) The cost or expense for any testing, monitoring, evaluating or assessing of an actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants".

(b) Data

(i) We will not pay for loss or damage to "data". This exclusion **(b)(i)** does not apply to the extent coverage is provided under the Valuable Papers and Records Additional Coverage.

(ii) We will not pay for loss or damage caused directly or indirectly by a "data problem". This exclusion **(b)(ii)** does not apply to loss or damage caused directly by resultant fire, explosion, smoke or leakage from "fire protective equipment", all as described in the "Named Perils" definition in Section **G. DEFINITIONS**.

(c) Fungi and Spores

We will not pay for:

(i) Loss or damage consisting of or caused directly or indirectly, in whole or in part, by any "fungi" or "spores". This exclusion does not apply:

(1) If the "fungi" or "spores" are directly caused by a peril not otherwise excluded in this form that occurs during the policy period; or

(2) To loss or damage caused directly by a resultant peril not otherwise excluded in this form;

(ii) The cost or expense for any testing, monitoring, evaluating or assessing of "fungi" or "spores".

(d) Terrorism

This Coverage Form does not insure loss or damage caused directly or indirectly, in whole or in part, by "terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism". This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect.

(e) Penalties or Liquidated Damages

We will not pay for:

(i) Penalties or liquidated damages for non-completion of or delay in completion of contract or non-compliance with contract conditions; or

(ii) Costs incurred solely in an effort to eliminate or reduce such penalties or liquidated damages.

(f) Communicable Disease

We will not pay for:

(i) Loss or damage caused directly or indirectly, in whole or in part, by a "communicable disease".

(ii) The cost or expense for any testing, monitoring, evaluating, assessing or clean-up of “communicable disease”.

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

(g) Cyber Loss

We will not pay for:

(i) Loss or damage caused directly or indirectly, in whole or in part, by "cyber loss"; or

(ii) The cost or expense caused directly or indirectly by any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any "data", including any amount pertaining to the value of such "data".

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. However, this exclusion does not apply to loss or damage caused directly by resultant fire or explosion.

C. ADDITIONAL COVERAGES

1. Debris Removal

We will pay your expense to remove debris of Insured Property caused by or resulting from an insured peril that occurs during the policy period.

We will also pay your expense to remove debris of other property that has been blown upon the "job site" by windstorm that occurs during the policy period.

This Additional Coverage does not apply to costs to:

(a) Extract "pollutants" from land or water; or

(b) Remove, restore or replace polluted land or water.

If the sum of direct physical loss or damage and debris removal expense exceeds the applicable Amount of Insurance, we will pay up to $5,000 for each "job site".

2. Preservation of Property

If you give us written notice within 10 days of removal of your Insured Property because of imminent danger of loss or damage by an insured peril, we will pay for direct loss or damage by an insured peril while such property is temporarily at a safe place away from the "job site" or while being taken to or returned from such place.

The Amount of Insurance applicable to this Preservation of Property Additional Coverage is included in and does not increase the Amount of Insurance for the Insured Property.

3. Fire Department Service Charge

When the fire department is called to save or protect Insured Property from an insured peril, we will pay your liability for fire department service charges:

(a) Assumed by contract or agreement prior to loss; or

(b) Required by local ordinance.

The most we will pay under this Additional Coverage is $1,000. This Additional Coverage is additional insurance that applies in addition to the applicable Amount of Insurance.

No Deductible applies to this Additional Coverage.

4. Pollutant Clean Up and Removal

We will pay your expense to extract "pollutants" from land or water at the "job site" if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from an insured peril that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which an insured peril occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The Amount of Insurance for this Additional Coverage is $10,000. Such Amount of Insurance is the most we will pay for the sum of all covered expenses at each "job site" in the policy period. This Additional Coverage is additional insurance that applies in addition to the applicable Amount of Insurance.

5. Valuable Papers and Records

(a) You may extend the insurance that applies to Insured Property to apply to your "valuable papers and records" that are at the "job site".

(b) We will also pay your costs to research, replace or restore the lost information on "valuable papers and records" for which duplicates do not exist and that result from direct physical loss or damage by an insured peril to the "valuable papers and records" described in Paragraph **(a)** above.

The most we will pay under this Additional Coverage is $10,000 for each "job site". This Additional Coverage is additional insurance that applies in addition to the applicable Amount of Insurance.

D. AMOUNTS OF INSURANCE

The most we will pay for loss or damage in any one occurrence is the applicable Amount of Insurance shown in the Declarations or in any schedule or endorsement that is part of this Coverage Form.

E. DEDUCTIBLE

We are liable for the amount by which the loss or damage in any one occurrence caused by an insured peril exceeds the amount of the deductible shown in the Declarations.

F. ADDITIONAL CONDITIONS

The following conditions apply in addition to Common Policy And Property Conditions:

1. Valuation Clause

We will determine the value of:

(a) Insured Property at Replacement Cost (without deduction for depreciation).

(i) You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim on a replacement cost basis if you notify us of your intent to do so within 180 days after the loss or damage.

(ii) We will not pay on a replacement cost basis for any loss or damage:

(1) Until the lost or damaged property is actually repaired or replaced; and

(2) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

(iii) We will not pay more for loss or damage on a replacement cost basis than the least of:

(1) The cost to replace, on the same "job site", the lost or damaged property with new property:

(a) Of comparable material and quality; and

(b) Used for the same purpose;

(2) The amount you actually spend that is necessary to repair or replace the lost or damaged property; or

(3) The amount of insurance applicable to the lost or damaged property.

Under Paragraphs **(iii)(1)** and **(iii)(2)** above, the cost to repair or replace the lost or damaged property includes:

(a) Necessary and reasonable professional fees;

(b) Reasonable contractors' and sub-contractors' overhead and profit; and

(c) Labour and delivery charges.

(b) Insured Property at Actual Cash Value, if we cannot pay on a Replacement Cost basis:

Actual cash value is determined as at the time and place of loss or damage to the Insured Property. We will not pay more for loss or damage on an actual cash value basis than the least of:

(i) The cost to repair or replace the lost or damaged property less any depreciation; or

(ii) The amount of insurance applicable to the lost or damaged property.

In determining depreciation, we will consider:

(1) The condition of the property immediately before the loss or damage;

(2) The resale value of the property immediately before the loss or damage;

(3) The normal life expectancy of the property; and

(4) Obsolescence.

This condition does not apply to any increase in the cost of replacement occasioned by a restriction or prohibition in any by-law, regulation, ordinance or law.

(c) "Valuable papers and records" including those which exist on electronic or magnetic media (other than prepackaged software programs), at the cost of:

(i) Blank materials for reproducing the records; and

(ii) Labour to transcribe or copy the records if duplicates exist.

However, this provision does not apply to the extent coverage is provided under the Valuable Papers and Records Additional Coverage.

2. Subrogation

Upon making any payment or assuming liability for payment under this Coverage Form, we will be subrogated to all your rights of recovery against others and may bring action to enforce such rights. We will have the right to control such subrogation. However, all our rights of subrogation are waived against any person or organization with respect to whom insurance is provided by this Coverage Form.

Where the net amount recovered, after deducting the costs of recovery, is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount shall be divided between you and us in the proportion in which the loss or damage has been borne by each party respectively.

Any release from liability entered into by you prior to loss will not affect your right to recover.

3. Cessation of Coverage

The insurance provided by this Coverage Form will end when one of the following first occurs:

(a) When the "job site" is left unattended for more than 30 consecutive days or when construction activity has ceased for more than 30 consecutive days;

(b) This policy expires;

(c) When the Insured Project described in the Declarations is accepted by the purchaser; or

(d) When your interest in the such project ceases.

G. DEFINITIONS

1. **"Cash Cards"** means cards designed to store a cash value by electronic means as a mode of payment and without direct access to a bank or other account. "Cash cards" do not include electronic currency (e-currency).

2. **"Communicable Disease"**

(a) Means any:

(i) Virus;

(ii) Bacterium; or

(iii) Other microorganism;

that induces or is capable of inducing physical distress, illness or disease.

(b) Includes any fear or threat (whether actual or perceived) of such virus, bacterium or other microorganism.

3. **"Computer System"** includes the following (whether or not mobile or portable):

(a) Computer, hardware or peripheral computer equipment;

(b) Communication or control system;

(c) Electronic machine, device or instrument;

(d) Server, cloud or networking equipment;

(e) Microcontroller or microprocessor;

(f) Input, output, or data storage device; or

(g) Software, applications, program, process or code;

that is owned, leased, rented, operated or controlled by you or any other party.

4. **"Cyber Act"** means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof, involving access to, processing of, use of or operation of, any "computer system".

5. **"Cyber Incident"** means any:

   (a) Error or omission or series of related errors or omissions involving access to, processing of, use of or operation of, any "computer system"; or

   (b) Partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate, any "computer system".

6. **"Cyber Loss"**

   (a) Means any "cyber act" or "cyber incident".

   (b) Includes any action taken or failure to be taken by you or anyone acting on your behalf in controlling, preventing, suppressing, mitigating or remediating any "cyber act" or "cyber incident".

7. **"Data"** means representations of information or concepts, in any form.

8. **"Data Problem"** means:

   (a) Erasure, destruction, corruption, misappropriation, misinterpretation of "data";

   (b) Error in creating, amending, entering, deleting or using "data"; or

   (c) Inability to receive, transmit or use "data".

9. **"Fire Protective Equipment"** includes tanks, watermains, hydrants, valves and any other apparatus whether used solely for fire protection or jointly for fire protection and for other purposes, but does not include:

   (a) Branch piping from a joint system where such branches are used entirely for purposes other than fire protection;

   (b) Any watermains or appurtenances located outside of the "job site" and forming a part of the public water distribution system; or

   (c) Any pond or reservoir in which the water is impounded by a dam.

10. **"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.

11. **"Innocent co-insured"** means any Insured who is a natural person and who has not abetted, colluded or consented to any dishonest or criminal act which resulted in loss or damage.

12. **"Job site"**:

    (a) Means all land and premises used for the purpose of the installation insured by this Coverage Form;

    (b) Includes the following sites where work for such project is performed:

       (i) Any staging area, lay down area, storage area, parking area or office area; or

       (ii) Any similar area used solely for such project;

       that is under your control.

13. **"Money"** means currency and coins in current use and having a face value.

14. **"Named Perils"** means the following perils:

    (a) Fire or Lightning

(b) Explosion: Except with respect to the explosion of natural, coal or manufactured gas, there shall in no event be any liability for loss or damage caused by explosion, collapse, rupture, bursting, cracking, burning out or bulging of the following property owned, operated or controlled by you:

(i) **(1)** The portions containing steam or water under steam pressure of all boilers generating steam, and piping or other equipment connected to such boilers and containing steam or water under steam pressure;

(2) Piping and apparatus or their parts normally containing steam or water under steam pressure from an external source and while under such pressure;

(3) The combustion chambers or fire boxes of steam generating boilers of the chemical recovery type and the flues or passages which conduct the gases of combustion from them;

(4) Smelt dissolving tanks;

(ii) Other vessels and apparatus and their connected pipes while under pressure, or while in use or in operation, provided their maximum normal internal working pressure exceeds 103 kilopascals (15 pounds per square inch) above atmospheric pressure, except that liability is specifically assumed for loss or damage resulting from the explosion of manually portable gas cylinders;

(iii) Moving or rotating machinery or parts of same when such loss or damage is caused by centrifugal force or mechanical breakdown;

(iv) Any vessels and apparatus and their connected pipes while undergoing pressure tests, but this exclusion does not apply to other Insured Property that has been damaged by such explosion;

(v) Gas turbines.

The following are not explosions within the intent or meaning of this paragraph **(b)**:

(1) Electric arcing or any coincident rupture of electrical equipment due to such arcing;

(2) Bursting or rupture caused by hydrostatic pressure or freezing;

(3) Bursting or rupture of any safety disc, rupture diaphragm or fusible plug.

(c) Impact by Aircraft, Spacecraft or Land Vehicle: Aircraft and Spacecraft include articles dropped from them. There shall in no event be any liability for cumulative damage or for loss or damage:

(i) Caused by land vehicles belonging to you or under your control or under the control of any of your employees;

(ii) To aircraft, spacecraft or land vehicles causing the loss;

(iii) Caused by any aircraft or spacecraft when being taxied or moved inside or outside of a building.

(d) Riot, Vandalism or Malicious Acts: Riot includes open assemblies of strikers inside or outside the "job site" who have quit work, and of locked-out employees.

There shall in no event be any liability for loss or damage due to:

(i) Cessation of work or by interruption to process or business operations or by change in temperature;

(ii) "Flood" or release of water impounded by a dam, or due to any explosion other than an explosion in respect of which there is insurance under Paragraph **(b)** of this "Named Perils" definition;

(iii) Theft or attempted theft.

(e) Smoke means smoke due to a sudden, unusual and faulty operation of any stationary furnace. There shall in no event be any liability for any cumulative damage.

(f) Leakage From "Fire Protective Equipment" means:

(i) The leakage or discharge of water or other substances from;

(ii) The collapse of; or

(iii) The rupture due to freezing of;

"fire protective equipment" for the "job site".

(g) Windstorm or Hail:

There shall in no event be any liability for loss or damage:

(i) To the interior of a building or structure, or property inside a building or structure, unless damage occurs concurrently with and results from an aperture caused by windstorm or hail;

(ii) Directly or indirectly caused by any of the following, whether driven by wind or due to windstorm or not: snow-load, ice-load, tidal wave, high water, overflow, "flood", waterborne objects, waves, ice, land subsidence, landslip.

(h) Falling Objects: Falling objects does not include loss or damage to the interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.

(i) Weight of Snow, Ice or Sleet

(j) Specified Water Damage means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam, but not including any system or appliance listed below:

(i) Pressure vessel, including its connected piping and equipment, which has normal internal working pressure greater than 103 kilopascals (15 pounds per square inch) above atmospheric pressure; or

(ii) Boiler, including its connected piping and equipment, which contains steam or water under steam pressure (except tanks having an internal diameter of 610 millimetres (24 inches) or less used for the storage of hot water for domestic use) caused directly or indirectly by explosion, collapse, rupture, bursting, cracking, burning out or bulging of such property while connected and ready for use.

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

16. **"Securities"** means all negotiable and non-negotiable instruments or contracts representing "money" or other property, and includes revenue and other stamps in current use, tokens and tickets, but does not include "money".

17. **"Spores"** includes one or more reproductive particles or microscopic fragments produced by, emitted from or arising out of any "fungi".

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

19. **"Valuable papers and records"** means inscribed, printed or written documents, manuscripts or records, including electronic data, abstracts, books, deeds, drawings, films, maps or mortgages. But "valuable papers and records" does not mean "money" or "securities.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Words and phrases in quotation marks have special meaning as defined in Section **G**.
Whenever the following words are used in this Coverage Form, they will be specifically defined as follows:

You and **your** means the **Named Insured**.
We, **us** and **our** means **The Wawanesa Mutual Insurance Company**.

A. 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" for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "action" that may result. But:

(1) The amount we will pay for "compensatory damages" is limited as described in **E. AMOUNTS OF INSURANCE**; and

(2) Our right and duty to defend ends when we have used up the applicable amount of insurance in the payment of judgments or settlements under **Coverage A. Bodily Injury and Property Damage Liability**, **Coverage B. Personal and Advertising Injury Liability** or **Coverage C. Medical Payments**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **C. 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";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of **D. WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of **D. WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of **D. WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for "compensatory damages" because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. "Compensatory damages" because of "bodily injury" include "compensatory damages" claimed by any person or organization for care or loss of services resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. 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" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay "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 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 are deemed to be "compensatory damages" because of "bodily injury" or "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" to which this insurance applies are alleged.

c. Workers' Compensation and Similar Laws

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

d. Employer's Liability

"Bodily injury" to:

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

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies whether the insured may:

(i) Be liable as an employer or in any other capacity; and

(ii) 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:

(a) Liability assumed by you under an "insured contract"; or

(b) A claim made or an "action" brought by a Canadian resident "employee" on whose behalf contributions are made by or required to be made by you under the provisions of any Canadian provincial or territorial workers' compensation law, if cover or benefits have been denied by any Canadian Workers' Compensation Authority.

e. Aircraft or Watercraft

"Bodily injury" or "property damage" arising out of the:

(1) Ownership, maintenance, use or entrustment to others by or on behalf of any insured of any aircraft, air cushion vehicle or watercraft that is owned or operated by or rented or loaned to any insured; or

(2) Ownership, maintenance, existence, use or entrustment to others by or on behalf of any insured of any premises for the purpose of an airport or aircraft landing area and all operations necessary or incidental thereto.

Use includes operation and "loading or unloading".

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

This exclusion does not apply to:

(a) A watercraft while ashore on premises you own or rent;

(b) A watercraft you do not own that is:

(i) Less than 8 metres long; and

(ii) Not being used to carry persons or property for a charge; or

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

f. Automobile

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

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

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

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

This exclusion does not apply to:

(1) "Bodily injury" to an "employee" of the insured on whose behalf contributions are made by or required to be made by the insured under the provisions of any Canadian provincial or territorial workers' compensation law;

(2) "Bodily injury" or "property damage" arising out of a defective condition in, or improper maintenance of, any "automobile" that is owned by the insured while leased to others for a period of 30 days or more, provided the lessee is obligated under contract to ensure that the "automobile" is insured;

(3) "Bodily injury" or "property damage" arising out of the ownership, use or operation of machinery, apparatus or equipment mounted on or attached to any vehicle while at the site of the use or operation of such equipment. However, this exception does not apply when such equipment is mounted on or attached to any "automobile" and such 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

g. 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, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
(2) Premises 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 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".

h. Damage to Your Product
"Property damage" to "your product" arising out of it or any part of it.

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

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

j. Damage to Impaired Property or Property Not Physically Damaged
"Property damage" to "impaired property" or 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 injury to "your product" or "your work" after it has been put to its intended use.

k. 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.

l. Violation of Any Law as to Age
"Bodily injury" to any person knowingly employed by the insured in violation of any law as to age.

m. Access or Disclosure of Confidential or Personal Information
"Compensatory damages" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other nonpublic information.

n. Personal and Advertising Injury
"Bodily injury" arising out of "personal and advertising injury".

o. Professional Services
"Bodily injury" (other than "incidental medical malpractice injury") or "property damage" due to:
(1) The rendering of, or failure to render, any "professional services" for others; or
(2) Any error or omission, malpractice or mistake in providing the services described in Paragraph **(1)** above;
by you or on your behalf.

p. Abuse
"Bodily injury" arising, directly or indirectly, in whole or in part, out of:
(1) "Abuse" committed or alleged to have been committed by an insured, including the transmission of disease arising out of any act of "abuse";
(2) The:
(a) Hiring of any "employee";
(b) Acceptance of any "volunteer worker"; or
(c) Supervision or retention of any person;
who committed or is alleged to have committed "abuse"; or
(3) The failure or alleged failure of an insured to report "abuse" or alleged "abuse" to the appropriate authority once the insured has gained knowledge of any such "abuse" or alleged "abuse".

q. Damage from Blasting, Pile Driving, Removal or Weakening of Support
"Property damage" arising out of:

(1) The use of explosives for blasting;
(2) Vibration from pile driving or caisson work; or
(3) The removal or weakening of support of any property, building or land whether such support be natural or otherwise.
This exclusion does not apply to:
(a) "Property damage" arising out of work performed on your behalf by any contractor or sub-contractor; or
(b) "Property damage" included within the "products-completed operations hazard".

r. Asbestos - see **B. COMMON EXCLUSIONS**
s. Fungi or Spores - see **B. COMMON EXCLUSIONS**
t. Nuclear Energy Liability - see **B. COMMON EXCLUSIONS**
u. Pollution - see **B. COMMON EXCLUSIONS**
v. Terrorism - see **B. COMMON EXCLUSIONS**
w. War Risks - see **B. COMMON EXCLUSIONS**
x. Cyber and Electronic Data – see **B. COMMON EXCLUSIONS**

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 and 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" for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offence and settle any claim or "action" that may result. But:
(1) The amount we will pay for "compensatory damages" is limited as described in **E. AMOUNTS OF INSURANCE**; and
(2) Our right and duty to defend ends when we have used up the applicable amount of insurance in the payment of judgments or settlements under **Coverage A. Bodily Injury and Property Damage Liability**, **Coverage B. Personal and Advertising Injury Liability** or **Coverage C Medical Payments**.
No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **C. SUPPLEMENTARY PAYMENTS**.

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

2. Exclusions

This insurance does not apply to:

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

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

c. Material Published Prior to Policy Period
"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

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

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

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

g. Quality or Performance of Goods - Failure to Conform to Statements
"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

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

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

j. Insureds in Media and Internet Type Businesses
"Personal and advertising injury" committed by an insured whose business is:
(1) Advertising, broadcasting, publishing or telecasting;
(2) Designing or determining content of web sites for others; or
(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** of **"Personal and advertising injury"** under **G. DEFINITIONS**.
For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not, by itself, considered to be the business of advertising, broadcasting, publishing or telecasting.

k. Interactive Websites, Electronic Chatrooms, Interactive Forums or Bulletin Boards
"Personal and advertising injury" arising out of an electronic interactive website, chatroom, interactive forum or bulletin board the insured hosts or owns, or over which the insured exercises control.

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

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

n. Asbestos - see **B. COMMON EXCLUSIONS**
o. Fungi or Spores - see **B. COMMON EXCLUSIONS**
p. Nuclear Energy Liability - see **B. COMMON EXCLUSIONS**
q. Pollution - see **B. COMMON EXCLUSIONS**
r. Terrorism - see **B. COMMON EXCLUSIONS**
s. War Risks - see **B. COMMON EXCLUSIONS**
t. Cyber and Electronic Data - see **B. COMMON EXCLUSIONS**

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:
(1) On premises you own or rent;
(2) On ways next to premises you own or rent; or
(3) Because of your operations;
provided that:
(a) The accident takes place in the "coverage territory" and during the policy period;
(b) The expenses are incurred and reported to us within one year of the date of the accident; and
(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable amount of insurance as described in **E. AMOUNTS OF INSURANCE**. We will pay reasonable expenses for:
(1) First aid administered at the time of an accident;
(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured
To any insured, except "volunteer workers".

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

c. Injury on Normally Occupied Premises
To a person injured on that part of premises you own or rent that the person normally occupies.

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

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

f. Products-Completed Operations Hazard
Included within the "products-completed operations hazard".

g. Coverage A Exclusions
Excluded under **Coverage A. Bodily Injury and Property Damage Liability**.

h. Asbestos - see **B. COMMON EXCLUSIONS**
i. Fungi or Spores - see **B. COMMON EXCLUSIONS**
j. Nuclear Energy Liability - see **B. COMMON EXCLUSIONS**
k. Pollution - see **B. COMMON EXCLUSIONS**
l. Terrorism - see **B. COMMON EXCLUSIONS**
m. War Risks - see **B. COMMON EXCLUSIONS**
n. Cyber and Electronic Data - see **B. COMMON EXCLUSIONS**

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" 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" for "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "action" that may result. But:
      (1) The amount we will pay for "compensatory damages" is limited as described in **E. AMOUNTS OF INSURANCE**; and
      (2) Our right and duty to defend ends when we have used up the applicable amount of insurance in the payment of judgments or settlements under **Coverage D. Tenants' Legal Liability**.

      No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **C. 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" occurs during the policy period;
      (3) The "property damage" is to premises of others rented to you or occupied by you; and
      (4) Prior to the policy period, no insured listed under Paragraph **1.** of **D. WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "property damage" occurred, then any continuation, change or resumption of such "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
   c. "Property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of **D. WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "property damage" after the end of the policy period.
   d. "Property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of **D. WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
      (1) Reports all, or any part, of the "property damage" to us or any other insurer;
      (2) Receives a written or verbal demand or claim for "compensatory damages" because of the "property damage"; or
      (3) Becomes aware by any other means that "property damage" has occurred or has begun to occur.
2. **Exclusions**

   This insurance does not apply to:
   a. **Expected or Intended Damage**

      "Property damage" expected or intended from the standpoint of the insured.
   b. **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" that the insured would have in the absence of the contract or agreement.
   c. **Asbestos** - see **B. COMMON EXCLUSIONS**
   d. **Fungi or Spores** - see **B. COMMON EXCLUSIONS**
   e. **Nuclear Energy Liability** - see **B. COMMON EXCLUSIONS**
   f. **Pollution** - see **B. COMMON EXCLUSIONS**
   g. **Terrorism** - see **B. COMMON EXCLUSIONS**
   h. **War Risks** - see **B. COMMON EXCLUSIONS**
   i. **Cyber and Electronic Data -** see **B. COMMON EXCLUSIONS**

B. COMMON EXCLUSIONS

(Applicable to Coverage A. Bodily Injury and Property Damage Liability, **Coverage B. Personal and Advertising Injury Liability**, **Coverage C. Medical Payments** and **Coverage D. Tenants' Legal Liability)**

This insurance does not apply to:

1. **Asbestos**

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

   This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "bodily injury", "property damage" or "personal and advertising injury".
2. **Fungi or Spores**
   a. "Bodily injury", "property damage" or "personal and advertising injury" or any other cost, loss or expense incurred by others, arising directly or indirectly from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction of, discharge of or other growth of any "fungi" or "spores" however

caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of "fungi" or "spores";

b. Any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with Paragraph **a.** above; or

c. Any obligation to pay, share with or repay someone else who must pay "compensatory damages" or loss, cost or expense because of such injury or damage referred to in Paragraph **a.** or **b.** above.

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

Solely for the purpose of the following exception:

(1) "Property damage" means physical injury to animals.

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

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

(a) Applied topically to; or

(b) Ingested by;

humans or animals.

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" or "personal and 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" or "personal and advertising injury" resulting directly or indirectly from the "nuclear energy hazard" arising from the:

(1) Ownership, maintenance, operation or use of a "nuclear facility" by or on behalf of an insured;

(2) Furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility";

(3) Possession, consumption, use, handling, disposal or transportation of "fissionable substances", or of other "radioactive material" (except radioactive isotopes, away from a "nuclear facility", which have reached the final stage of fabrication so as to be useable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by an insured.

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

4. Pollution

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants":

(1) 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:

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

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

(c) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(2) 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;

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

(a) Insured; or

(b) Person or organization for whom you may be legally responsible;

(4) 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:

(a) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts, if such fuels, lubricants or other operating fluids escape from a permanent and

integral mobile equipment part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(b) "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

(c) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

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

b. Any loss, cost or expense arising out of any:

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

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

However, this Paragraph **b.** does not apply to liability for "compensatory damages" because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "action" by or on behalf of a governmental authority.

5. Terrorism

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

6. War Risks

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

7. Cyber and Electronic Data

"Bodily injury", "property damage" or "personal and advertising injury" or any other cost, loss or expense incurred by you or others, arising directly or indirectly, in whole or in part, out of:

a. "Cyber loss"; or

b. The loss of, loss of use of, damage to, misinterpretation of, misuse of, corruption of, inability to access, process, store, transmit, or manipulate "electronic data".

Paragraph **a.** of this exclusion does not apply to "bodily injury" or "property damage" arising out of a "cyber act" or a "cyber incident".

C. SUPPLEMENTARY PAYMENTS

(Applicable to Coverage A. Bodily Injury and Property Damage Liability, **Coverage B. Personal and Advertising Injury Liability** and **Coverage D. Tenants' Legal Liability)**

1. We will pay, with respect to any claim we investigate, any claim or "action" we settle, or any "action" against an insured we defend:

a. All expenses we incur.

b. The cost of bonds to release attachments, but only for bond amounts within the applicable amount of insurance. We do not have to furnish these bonds.

c. All reasonable expenses you incur at our request to assist us in the investigation or defence of the claim or "action", including actual loss of earnings up to $250 a day because of time off from work.

d. All costs assessed or awarded against you in the "action".

e. Any interest accruing after entry of judgment upon that part of the judgment which is within the applicable amount of insurance and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable amount of insurance.

These payments will not reduce the amounts of insurance.

2. If we defend you against an "action" and your indemnitee is also named as a party to the "action", we will 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" are such that no conflict appears to exist 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 other applicable 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 above conditions are met, legal fees incurred by us in the defence of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of paragraph **2.b.(2)** of **Coverage A. Bodily Injury and Property Damage Liability**, such payments will not be deemed to be "compensatory damages" for "bodily injury" and "property damage" and will not reduce the amounts of insurance.

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

(i) We have used up the applicable amount of insurance in the payment of judgments or settlements under **Coverages A. Bodily Injury and Property Damage Liability**, **B. Personal and Advertising Injury Liability** or **D. Tenants' Legal Liability**, or medical expenses under Coverage **C. Medical Payments**; or

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

D. WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership, limited liability partnership or joint venture, you are an insured. Your members or partners, and their spouses, are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, limited liability partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your "executive officers" or directors. Your shareholders are also insureds, but only with respect to their liability as your shareholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as your trustees.

2. Each of the following is also an insured:

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

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

(a) To you, to your partners or members (if you are a partnership, limited liability partnership or joint venture), to your members or managers (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

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

(c) For which there is any obligation to share "compensatory damages" with or repay someone else who must pay "compensatory damages" because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) To any person who at the time of injury is entitled to benefits under any workers' compensation or disability benefits law or a similar law.

(2) "Property damage" to property that is:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership, limited liability partnership or joint venture), or any member or manager (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Your unit or strata lot owners and any tenants, but only with respect to the conduct of the corporation for liability arising out of the common property, excluding liability arising out of the owner's or tenant's possession, occupation or use of property designated for exclusive use.

3. Any organization you newly acquire or form, other than a partnership, limited liability partnership or joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. **Coverage A. Bodily Injury and Property Damage Liability** and **Coverage D. Tenants' Legal Liability** do not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. **Coverage B. Personal and Advertising Injury Liability** does not apply to "personal and advertising injury" arising out of an offence committed before you acquired or formed the organization.

4. Any person or organization with whom you have agreed to provide liability insurance under this insurance is an insured, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" that arises out of "your work" or out of the ownership, maintenance or use of your premises.

The insurance provided to such person or organization does not apply to any:

a. "Bodily injury" or "property damage" caused by an occurrence, or "personal and advertising injury" caused by an offence committed, after you cease to own, maintain or use such premises;

b. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of such person or organization; or

c. Person or organization who otherwise qualifies as an insured under **D. WHO IS AN INSURED**.

5. Any person or organization with whom you agree in a written equipment lease or rental agreement to provide liability insurance under this insurance is an insured, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" arising out of the maintenance, operation or use by you of the equipment leased to you by such person or organization.

The insurance provided to such person or organization does not apply to any:

a. "Bodily injury" or "property damage" caused by an occurrence, or "personal and advertising injury" caused by an offence committed, after you cease to lease the equipment;

b. "Bodily injury", "property damage", or "personal and advertising injury" arising out of the sole negligence of such person or organization; or

c. Person or organization who otherwise qualifies as an insured under **D. WHO IS AN INSURED**.

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 Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under **D. WHO IS AN INSURED**.

E. AMOUNTS OF INSURANCE

The Amounts of Insurance shown in the 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".

1. General Aggregate

The most we will pay for the sum of all:

a. "Compensatory damages" under **Coverage A. Bodily Injury and Property Damage Liability**, except "compensatory damages" because of "bodily injury" or "property damage" included in the "products-completed operations hazard";

b. "Compensatory damages" under **Coverage B. Personal and Advertising Injury Liability**; and

c. Medical expenses under **Coverage C. Medical Payments**;

is the General Aggregate Amount of Insurance shown in the Declarations.

2. Products-Completed Operations Aggregate

The most we will pay for the sum of all "compensatory damages" because of "bodily injury" and "property damage" included in the "products-completed operations hazard" under **Coverage A. Bodily Injury and Property Damage Liability** is the Products-Completed Operations Amount of Insurance shown in the Declarations.

3. Each Occurrence

Subject to Paragraph **1.** or **2.** above, whichever applies, the Each Occurrence Amount of Insurance shown in the Declarations is the most we will pay for the sum of:

a. "Compensatory damages" under **Coverage A. Bodily Injury and Property Damage Liability** because of all "bodily injury" and "property damage"; and

b. Medical expenses under **Coverage C. Medical Payments** because of all "bodily injury";

arising out of any one "occurrence".

4. Personal and Advertising Injury Liability

Subject to Paragraph **1.** above, the Personal And Advertising Amount of Insurance shown in the Declarations is the most we will pay under **Coverage B. Personal and Advertising Injury Liability** for the sum of all "compensatory damages" because of all "personal and advertising injury" sustained by any one person or organization.

5. Medical Payments

Subject to Paragraph **3.** above, the Medical Payments – Any One Person Amount of Insurance shown in the Declarations is the most we will pay under **Coverage C. Medical Payments** for all medical expenses because of "bodily injury" sustained by any one person.

6. **Tenants' Legal Liability**
   The Tenants' Legal Liability – Any One Premises Amount of Insurance shown in the Declarations is the most we will pay under **Coverage D. Tenants' Legal Liability** for "compensatory damages" because of "property damage" to any one premises.
7. The amounts of insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the amounts of insurance.
8. When this policy and another policy written by us and issued to you apply or applied to the same claim or "action", the most we will pay for the sum of all amounts subject to the amounts of insurance is the highest amount that applies or applied to such claim or "action" under any one of those policies. However, this provision does not apply if the other policy that applies or applied is umbrella or excess insurance that was specifically purchased to apply in excess of the amounts of insurance shown in the Declarations.
9. **Deductible**
   a. We will not make any payment under **Coverage A. Bodily Injury and Property Damage Liability** until the amount of loss exceeds the Deductible: Property Damage Liability amount shown in the Declarations.
   b. We will not make any payment under **Coverage D. Tenants' Legal Liability** until the amount of loss exceeds the Deductible: Property Damage Liability amount shown in the Declarations.
   c. The Deductible: Property Damage Liability amount shown in the Declarations applies as follows:
      (1) Per Claim
      If the Declarations show that the "property damage" deductible is on a Per Claim basis, the deductible amount applies:
         (a) Under **Coverage A. Bodily Injury and Property Damage Liability**, to the sum of all "compensatory damages" for claims or "actions" because of "property damage" made or brought by any one person or organization;
         (b) Under **Coverage D. Tenants' Legal Liability**, to the sum of all "compensatory damages" for claims or "actions" because of "property damage" made or brought by any one person or organization.
      (2) Per Occurrence
      If the Declarations show that the "property damage" deductible is on a Per Occurrence basis, the deductible amount applies:
         (a) Under **Coverage A. Bodily Injury and Property Damage Liability**, to the sum of all "compensatory damages" because of "property damage" arising out of any one "occurrence";
         (b) Under **Coverage D. Tenants' Legal Liability**, to the sum of all "compensatory damages" because of "property damage" at any one premises.
   d. The terms of this insurance, including those with respect to:
      (1) Our right and duty to defend any "action" seeking those "compensatory damages"; and
      (2) Your duties in the event of an "occurrence", claim or "action";
      apply irrespective of the application of any deductible amount.
   e. We may pay any part or all of the deductible amount to effect settlement of any claim or "action" and, upon notification of the action taken, you will promptly reimburse us for such part of the deductible amount as has been paid by us.
   f. The Amount of Insurance shown in the Declarations will not be reduced by the amount of "compensatory damages" within a deductible.

F. COMMERCIAL GENERAL LIABILITY CONDITIONS

The following conditions apply in addition to the Common Policy and Property Conditions:

1. **Bankruptcy**
   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this insurance.
2. **Duties In The Event Of Occurrence, Offence, Claim or Action**
   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offence which may result in a claim. To the extent possible, notice should include:
      (1) How, when and where the "occurrence" or offence took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury or damage arising out of the "occurrence" or offence.
   b. If a claim is made or "action" is brought against any insured, you must:
      (1) Immediately record the specifics of the claim or "action" and the date received; and
      (2) Notify us as soon as practicable.
      You must see to it that we receive written notice of the claim or "action" as soon as practicable.
   c. You and any other involved insured must:
      (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 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.

3. Legal Action Against Us

No person or organization has a right under this insurance to:

a. Join us as a party or otherwise bring us into an "action" asking for "compensatory damages" from an insured; or

b. Sue us on this insurance unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial, 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 amount of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

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

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under **Coverage A. Bodily Injury and Property Damage Liability**, **Coverage B. Personal and Advertising Injury Liability** or **D. Tenants' Legal Liability**, 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:

(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Property insurance for "your work", such as Commercial Property, Builder's Risk, Installation Risk;

(b) That is Property insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(c) If the loss arises out of the ownership, maintenance, use or entrustment to others of any watercraft or "automobile" to the extent not subject to either Paragraph **e.** or **f.** of **Coverage A. Bodily Injury and Property Damage Liability**.

(2) Any other primary insurance 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 **Coverage A. Bodily Injury and Property Damage Liability**, **Coverage B. Personal and Advertising Injury Liability** or **Coverage D. Tenants' Legal Liability** 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 the total:

(1) Amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) 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 condition and was not bought specifically to apply in excess of the amounts of insurance shown in the Declarations of this insurance.

c. Method of Sharing

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

5. Premium Audit

a. We will compute all premiums for this insurance in accordance with our rules and rates.

b. Premium shown in this insurance as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured subject to the retention of the minimum retained premium shown in the Declarations of this policy.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Separation Of Insureds, Cross Liability

Except with respect to the amounts 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.

7. **Transfer Of Rights Of Recovery Against Others To Us**
If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "action" or transfer those rights to us and help us enforce them.

G. DEFINITIONS

1. **"Abuse"** means any act or threat involving molestation, harassment, corporal punishment or any other form of physical, sexual or mental abuse.
2. **"Action"** means a civil proceeding in which "compensatory damages" because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Action" includes:
   a. An arbitration proceeding in which such "compensatory damages" are claimed and to which the insured must submit or does submit with our consent; and
   b. Any other alternative dispute resolution proceeding in which such "compensatory damages" are claimed and to which the insured submits with our consent.
3. **"Advertisement"** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
   a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
   b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
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 bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
6. **"Compensatory damages"** does not include punitive or exemplary damages or the multiple portion of any multiplied damage award.
7. **"Computer system"** includes the following (whether or not mobile or portable):
   a. Computer, hardware or peripheral computer equipment;
   b. Communication or control system;
   c. Electronic machine, device or instrument;
   d. Server, cloud or networking equipment;
   e. Microcontroller or microprocessor;
   f. Input, output, or data storage device; or
   g. Software, applications, program, process or code;
   that is owned, leased, rented, operated or controlled by you or any other party.
8. **"Coverage territory"** means:
   a. Canada and the United States of America (including its territories and possessions);
   b. International waters or airspace, but only if the:
      (1) "Bodily injury" or "property damage" is caused by an occurrence that takes place; or
      (2) "Personal and advertising injury" is caused by an offence committed;
      in the course of travel or transportation between any places included in Paragraph **a.** above; or
   c. All other parts of the world if the injury or damage arises out of:
      (1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;
      (2) The activities of an insured person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or
      (3) "Personal and advertising injury" offences that are committed through the Internet or similar electronic means of communication;
      provided that the insured's responsibility to pay "compensatory damages" is determined in an "action" on the merits in the territory described in Paragraph **a.** above or in a settlement we agree to.
9. **"Cyber act"** means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof, involving access to, processing of, use of or operation of, any "computer system".
10. **"Cyber incident"** means any:
    a. Error or omission or series of related errors or omissions involving access to, processing of, use of or operation of, any "computer system"; or
    b. Partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate, any "computer system".
11. **"Cyber loss"**
    a. Means any "cyber act" or "cyber incident".
    b. Includes any action taken or failure to be taken by you or anyone acting on your behalf in controlling, preventing, suppressing, mitigating or remediating any "cyber act" or "cyber incident".
12. **"Electronic data"** means information, facts, concepts, programs, software or code that is:
    a. Stored as or on;

b. Created or used on; or
c. Transmitted in;
a form to be used, accessed, processed, transmitted to or from or stored by a "computer system".

13. **"Employee"** includes a "leased worker" and a "temporary worker".
14. **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
15. **"Fissionable substance"** means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.
16. **"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.
17. **"Hostile fire"** means a fire that becomes uncontrollable or breaks out from where it was intended to be.
18. **"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:
    (1) The repair, replacement, adjustment or removal of "your product" or "your work"; or
    (2) You fulfilling the terms of the contract or agreement.
19. **"Incidental medical malpractice injury"** means "bodily injury" arising out of the rendering of, or failure to render, the following services:
    a. Medical, surgical, dental, x-ray or nursing services or treatment or the furnishing of food or beverages in connection therewith; or
    b. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
    by any insured or any indemnitee causing the "incidental medical malpractice injury" who is not engaged in the business or occupation of providing any of the services described in Paragraphs **a.** and **b.** above.
20. **"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;
    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" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
    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, 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 liability for an injury or damage arising out of your rendering or failure to render "professional services", including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.
21. **"Leased worker"** means a person leased to you by a labour leasing firm under an agreement between you and the labour leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
22. **"Loading or unloading"** means the handling of property:
    a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "automobile";
    b. While it is in or on an aircraft, watercraft or "automobile"; or
    c. While it is being moved from an aircraft, watercraft or "automobile" to the place where it is finally delivered;
    but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "automobile".
23. **"Nuclear energy hazard"** means the radioactive, toxic, explosive, or other hazardous properties of "radioactive material".
24. **"Nuclear facility"** means:
    a. Any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
    b. Any equipment or device designed or used for:

(1) Separating the isotopes of plutonium, thorium and uranium or any one or more of them; or
(2) Processing or packaging waste;

c. Any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste "radioactive material";

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

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

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

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

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

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 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 that is not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

29. "Professional services" includes:

a. Medical, surgical, dental, x-ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith;
b. Any professional service or treatment conducive to health;
c. Professional services of a pharmacist;
d. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
e. The handling or treatment of deceased human bodies including autopsies, organ donations or other procedures;
f. Any cosmetic, body piercing, tonsorial, massage, physiotherapy, chiropody, hearing aid, optical or optometrical services or treatments;
g. The preparation or approval of maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications;
h. Supervisory, inspection, architectural, design or engineering services;
i. Accountant's, advertiser's, notary's (Quebec), public notary's, paralegal's, lawyer's, real estate broker's or agent's, insurance broker's or agent's, travel agent's, financial institution's, or consultant's, professional advice or activities;
j. Any computer programming or re-programming, consulting, advisory or related services; or
k. Claim, investigation, adjustment, appraisal, survey or audit services.

30. "Property damage" means:

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

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

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

31. **"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.
32. **"Spores"** includes any reproductive particle or microscopic fragment produced by, emitted from or arising out of any "fungi".
33. **"Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
34. **"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.
35. **"Volunteer worker"** means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
36. **"Your product":**
    - **a.** Means:
        - **(1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
            - **(a)** You;
            - **(b)** Others trading under your name; or
            - **(c)** A person or organization whose business or assets you have acquired; and
        - **(2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
    - **b.** Includes:
        - **(1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
        - **(2)** The providing of or failure to provide warnings or instructions with respect to such goods or products.
    - **c.** Does not include vending machines or other property rented to or located for the use of others but not sold.
37. **"Your work":**
    - **a.** Means:
        - **(1)** Work or operations performed by you or on your behalf; and
        - **(2)** Materials, parts or equipment furnished in connection with such work or operations.
    - **b.** Includes:
        - **(1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of such work or operations; and
        - **(2)** The providing of or failure to provide warnings or instructions with respect to such work or operations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INCLUDE NON-COMPENSATED DIRECTORS AND OFFICERS AS EMPLOYEES

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM (WA3600)

The following is added to the definition of **"Employee"** in **F. DEFINITIONS**:

"Employee" also means any natural person who is your non-compensated director or non-compensated officer.

All other terms and conditions remain unchanged.

THIS COVERAGE FORM CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

LEGAL EXPENSE INSURANCE FOR SELECT

IN THE EVENT OF A CONFLICT BETWEEN THIS COVERAGE FORM AND YOUR MAIN POLICY, THIS COVERAGE FORM SHALL GOVERN TO THE EXTENT OF THE CONFLICT AS IT RELATES TO THIS COVERAGE FORM, UNLESS OTHERWISE PROVIDED FOR IN THIS COVERAGE FORM

This is a Named Perils coverage form and provides coverage only for the insured events listed within this coverage form.
Words and phrases in **bold** have special meaning as defined in **SECTION III - DEFINITIONS**.

TELEPHONE LEGAL HELPLINE

We will provide **you** access to a Legal Helpline through which **you** can receive confidential general legal assistance and information over the phone relating to any legal problem affecting **your** business to help determine your legal rights and options under the laws of the applicable province or territory and the federal laws of Canada. The lawyer cannot provide case specific research or review documents.

We will provide this service between the hours of 8am and midnight, local time, 7 days a week. In addition, **we** will facilitate access to a lawyer twenty-four hours a day, 7 days a week, in emergency situations. Calls to this service may be recorded.

To contact this service, call 1-877-347-5399.

We will not accept responsibility if the helpline service is unavailable for reasons **we** cannot control.

MAKING A CLAIM

Please contact **us** as soon as practicable following an insured event, and in no event later than 120 days after the **date of occurrence** of the insured event.

Please note that the Insurer will not pay for any legal costs you incur before we have accepted your claim, even if we later accept the claim.

While **you** are insured under this Coverage form **you** may report a claim to **us** by calling **1-877-347-5399**, by email at claims@arag.ca or by mail to the Head Office address listed at www.arag.ca.

We will then advise **you** on next steps.

SECTION I

INSURANCE AGREEMENT

In return for payment of the premium, and subject to the terms, definitions, conditions, exclusions and limitations set out in this coverage form and the Declarations, the **Insurer** will provide insurance for **legal costs** incurred for insured events described in this coverage form, provided that:

1. the **date of occurrence** of the insured event happens within the period the **Insurer** has agreed to cover an **insured person**; and

2. the insured event occurs within the **territorial limit** and any legal proceedings will be dealt with by a court, or other body which **we** agree to, within the **territorial limit**; and

3. the **legal costs** are incurred after the claim has been accepted by **us,** and are limited to:

a. the reasonable and necessary costs, inclusive of any applicable sales or retail taxes, incurred by the **appointed representative**, including any additional expenses and disbursements such as court fees, experts' fees, police reports and medical reports incurred by the **appointed representative**;

b. costs awarded by a court in Canada to opponents in civil cases if the **insured person** has been ordered to pay them, or pays them with our agreement; and

c. the cost of the **insured person's** net salary or wages, that are not otherwise payable or recoverable, for the time that they are off work to attend any court proceeding, tribunal, arbitration, mediation or other hearing at the request of the **appointed representative**, up to a maximum of $500 per **insured person** per day, and $10,000 in total in respect of all claims resulting from any one court or tribunal proceeding, arbitration, mediation or other hearing; and

4. for civil cases and appeals relating to any insured event, **reasonable prospects** exist for the duration of the claim.

Except where stated otherwise, the **Insurer** will not pay **legal costs** incurred with respect to the enforcement of judgments or final orders, or settlement agreements, or minutes of settlement, which may arise in the pursuit or defence of **your** legal rights from an accepted claim under this coverage form.

Except where stated otherwise, the **Insurer** will pay **legal costs** incurred in making or defending an appeal, as long as:
- the matter being appealed was previously accepted as a claim under this coverage form,
- the **insured person** tells **us** within the time limits allowed to file an appeal that they want to appeal (and within reasonable time to allow for the filing of all necessary documents for an appeal), and

- **we** agree there are **reasonable prospects** of success for the appeal.

This coverage form, together with the Declarations, policy wording and any other endorsements, and any other information **you** have provided, forms the contract of insurance between **you** and the **Insurer**.

This is not a coverage form for reimbursement of legal costs you have already incurred.

SECTION II

INSURED EVENTS

(A) Employment Disputes

The **Insurer** will pay **your legal costs** to defend **your** legal rights:

1) following the dismissal of an employee

2) in legal proceedings in respect of any dispute with an employee or ex-employee which:

   (i) arises out of, or relates to, a **contract of employment** with **you**

   (ii) arises from an alleged breach of their statutory rights under employment legislation

   (iii) arises from an alleged breach of their rights under applicable human rights legislation, as it relates to their employment

Exclusions

Any claim relating to:

(a) death, illness or bodily injury, and/or loss of or damage to property

(b) the negotiation of a collective bargaining agreement, a general work disruption (including but not limited to a strike, work slowdown or a work to rule campaign), or dispute made pursuant to a collective bargaining agreement

(c) a contract for services

(B) Legal Defence

At **your** request, the **Insurer** will pay **legal costs**

1) to defend an **insured person's** legal rights in relation to:

   (i) their being investigated by the police in respect of an alleged **criminal offence**

   (ii) their being prosecuted for an alleged **criminal offence**

   (iii) a civil action being taken against them for compensation in connection with a failure or alleged failure to comply with requirements under protection of privacy legislation

   (iv) an investigation or prosecution against them under applicable occupational health and safety legislation

2) to defend an **insured person's** (other than **your**) legal rights if civil action is taken against them in their capacity as a trustee of a pension fund set up for the benefit of **your** employees

3) to respond to a Notice for Production issued against an **insured person**, under the **Federal Anti-Spam Legislation**

4) to make representations on behalf of an **insured person** who has been issued a Notice of Violation, under the **Federal Anti-Spam Legislation**

5) to defend an **insured person** against a private action brought by an individual made under the **Federal Anti-Spam Legislation**

Exclusions

Any claim relating to:

(a) an **insured person** being prosecuted in connection with the ownership, use or operation of a **motor vehicle**

(b) any offence against any **insured person** for refusing to comply with a request by a designated person who is carrying out their duties and functions under the **Federal Anti-Spam Legislation**

(c) any offence against any **insured person** who obstructs or hinders, or knowingly makes a false or misleading statement or provides false or misleading information to, a designated person who is carrying out their duties and functions under the **Federal Anti-Spam Legislation**

(C) Small Claims Court Contract Disputes and Debt Recovery

The **Insurer** will pay **legal costs** to pursue or defend **your** legal rights in a dispute relating to an agreement or an alleged agreement which has been entered into by **you** or on **your** behalf for:

1) Selling or buying **goods**;

2) Providing or obtaining services.

Provided that:

(i) *The amount in dispute exceeds $1,000;*

(ii) *All legal proceedings are within the jurisdiction of, and are brought in, the applicable small claims court; and*

(iii) *if the dispute relates to money owed to **you** to which a construction lien would apply, then a claim must be made under this coverage form within 30 days of the money becoming due and payable*

Exclusions

Any claim relating to:

(a) the settlement payable under an insurance policy (the **Insurer** will cover a dispute arising from **your** insurer refusing **your** claim, but not a dispute over the amount of the claim)

(b) a dispute arising from any loan, mortgage, pension, investment, borrowing or any other financial product (other than described under **(a)** above)

(c) a dispute over the terms of a lease of land or buildings or a licence or tenancy of land or buildings if **you** are the lessor, licensor or landlord of the land or buildings. However, the **Insurer** will cover a dispute with a professional advisor in connection with the drafting of a lease, licence or tenancy agreement

(d) a contract regarding you purchasing or selling **real property**

(e) a contract for legal services

(f) a contract involving a **motor vehicle** other than agreements relating to the sale of **motor vehicles** where **you** are engaged in the business of purchasing, selling, or leasing **motor vehicles**; or agreements related to the repair and/or maintenance of **motor vehicles** where **you** are engaged in the business of repairing and/or performing maintenance upon **motor vehicles**

(g) a dispute with an employee or ex-employee which arises out of, or relates to, a **contract of employment** with **you**

(h) the breach of a professional obligation or duty, including any claim:
   i. based on professional liability,
   ii. based on the commission of a fault of an ethical nature, or arising out of a disciplinary process

(D) Statutory Licence Protection

The **Insurer** will pay **legal costs** to represent **you** in appealing to the relevant statutory or regulatory authority, court, or tribunal following an event which results in a licensing or regulatory authority suspending, or altering the terms of, or refusing to renew, or cancelling **your** licence to conduct **your** business.

Exclusions

Any claim relating to:

(a) An original application or application for renewal of a statutory licence.

(b) A licence appeal relating to the ownership, use or operation of a motor vehicle.

(c) A licence appeal relating to a professional licence issued to an individual.

(E) Property Protection

The **Insurer** will pay **legal costs** to pursue **your** legal rights in a civil action relating to physical property which **you** own following:

1) an event which causes physical damage to such property, provided that the amount in dispute exceeds $1,000

2) a legal nuisance (meaning any unlawful interference with **your** use or enjoyment of **your** land, or some right over, or in connection with it)

3) a trespass.

Exclusions

Any claim relating to:

(a) a contract entered into by **you**

(b) disputes related to easements or other agreed rights over land

(c) **goods** that are away from any premises occupied by **you** unless the **goods** are at such premises for the purpose of installations or use in work to be carried out by an **insured person**

(d) someone legally taking **your real property** from **you**, whether **you** are offered money or not, or restrictions or controls placed on **your real property** by any governmental, quasi-governmental or public or local authority

(e) work done by, or on behalf of, any governmental, quasi-governmental or public or local authority unless the claim is for accidental physical damage

(f) a **motor vehicle**, other than physical damage to **motor vehicles** where **you** are engaged in the business of purchasing, selling, leasing, repairing or performing maintenance upon **motor vehicles**

(g) mining, subsidence, heave or landslide

(h) defending **your** legal rights, other than in defending a counter-claim

(F) Bodily Injury

At **your** request, the **Insurer** will pay an **insured person's legal costs** to pursue their legal rights following a specific or sudden accident which causes their death or bodily injury.

Exclusions

Any claim relating to any of the following:

(a) a dispute with any provincial workers' compensation board

(b) psychological injury or mental illness unless the condition arises from a specific or sudden accident that has caused physical bodily injury

(c) death, illness or bodily injury arising from a sudden accident which involves an **insured person's** ownership, use or operation of a **motor vehicle**

(d) defending an **insured person's** legal rights, other than in defending a counter-claim

(G) Tax Protection

The **Insurer** will pay **legal costs** in respect of a **tax appeal** or a **tax audit** relating to:

1) liability for income tax, GST, PST or HST arising from **your** business

2) payroll deductions compliance by **your** business

*provided that **you** have taken reasonable care to ensure that all returns are complete and correct and submitted within the statutory time limits allowed.*

Exclusions

Any claim relating to:

(a) any claim arising from a tax avoidance scheme, arrangement, or plan of any kind

(b) any claim caused by **your** failure to register for GST and/or PST and/or HST.

(c) Any claim arising from an investigation or inquiry by the CRA into alleged gross negligence, dishonesty or **criminal offences**.

SECTION III

DEFINITIONS

The following definitions apply wherever these words or phrases appear in bold in this coverage form.

Appointed representative

The lawyer, accountant or other suitably qualified person appointed by **us** on behalf of the **insured person** to act for an **insured person**.

Broker

The organization, as identified on the Declarations for this coverage form, who facilitated the purchase of this coverage form for **you**.

Contract of Employment

Written agreement between the employer and employee setting out both party's rights, duties and obligations.

A **contract of employment** does not include a collective agreement covering a group of employees who are represented by a union.

Criminal offence

An offence under the Criminal Code of Canada (R.S.C., 1985, c. C-46) or any of its amendments.

Date of occurrence

1. For civil cases: the date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events.
2. For criminal cases: the date of the alleged criminal offence, or the earliest date in a series of related alleged criminal offences, for which an **insured person** is charged.
3. For licence or registration appeals: when **you** were first informed by the relevant licensing or regulatory authority of their proposal to review, suspend, alter the terms of, refuse to renew or cancel **your** licence.
4. For a **tax appeal**: when the Canada Revenue Agency (“CRA”) or a provincial tax authority first issues **you** a notice of assessment, reassessment or determination with which **you** disagree.
5. For a **tax audit**: when the CRA or a provincial tax authority first contacts **you** in relation to commencing an audit.

The insured event must occur within the period the **Insurer** has agreed to cover the **insured person**.

Federal Anti-Spam Legislation

An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act, S.C. 2010, c. 23 or any of its amendments

Goods

Any object which is not attached to **real property**, except by its own weight, and can be removed without damage or alterations to the **real property** requiring repair.

Any object which is plugged in and can be removed without any damage or alteration to the **real property**.

Insured person

You and **your** directors, officers, partners, managers and employees.

Anyone claiming under this coverage form must have **your** agreement to claim.

Insurer

The Wawanesa Mutual Insurance Company.

Legal costs

In respect of the insured events described in this coverage form:

1. all reasonable and necessary costs, inclusive of any applicable sales or retail taxes, incurred by the **appointed representative** including any additional expenses and disbursements such as court fees, experts’ fees, police reports and medical reports incurred by the **appointed representative**;

2. the costs awarded by a court in Canada to opponents in civil cases if the **insured person** has been ordered to pay them, or pays them with **our** agreement; and

3. the **insured person's** net salary or wages, that are not otherwise payable or recoverable, for the time that they are off work to attend any court proceeding, tribunal, arbitration, mediation or other hearing at the request of the **appointed representative**, up to a maximum of $500 per **insured person** per day, and $10,000 in total in respect of all claims resulting from any one court or tribunal proceeding, arbitration, mediation or other hearing.

Motor vehicle

Includes an automobile, a trailer, a motorcycle, a motor assisted bicycle, and any other vehicle propelled or driven otherwise than by muscular power.

Reasonable prospects

For civil cases **reasonable prospects** means that **we** agree that it is always more likely than not that an **insured person** will recover losses or damages (or obtain other legal remedy which **we** have agreed to) or make a successful defence.

For appeals relating to any insured event, **reasonable prospects** means that **we** agree that it is always more likely than not that the appeal will be successful.

Real property

Real property is land, and anything growing on, affixed to, or built upon land. This also includes man-made buildings as well as crops. Real property is characterized as property that doesn't move, or that is attached to the land.

Tax appeal

An appeal regarding an assessment, reassessment or determination made by the CRA or a provincial tax authority, including an administrative appeal to the CRA or a provincial tax authority and an appeal to the Tax Court of Canada or a superior court of a province.

Tax audit

An inspection and verification by the CRA or a provincial tax authority of **your** financial accounting records to determine whether or not **you** have paid the correct amount of tax.

Territorial limit

Canada.

We, **us**, **our**

ARAG Legal Solutions Inc. who has been authorized by the **Insurer** to act as the insurance manager for this coverage form.

You, **your**

The individual, corporation, partnership or other form of business organization shown in the Declarations as the Named Insured.

SECTION IV

AMOUNT OF INSURANCE

The **Insurer** will pay up to the amount of insurance shown in the Declarations in respect of **legal costs** related to all claims resulting from one or more events arising at the same time or from the same originating cause.

Subject to the above, the **Insurer** will pay, in aggregate, **legal costs** of no more than the aggregate limit shown in the Declarations in respect of all claims that arise in the policy period that result from different originating causes.

SECTION V

GENERAL EXCLUSIONS

This insurance does not apply to:

1. **Events not connected with your business**
   Any event not arising in connection with the business shown in the Declarations.

2. **Wilful acts**
   Any claim resulting from an act which is wilfully committed, and the results of which are consciously intended, by an **insured person**.

3. **Late reported claims**
   A claim reported to **us** more than 120 days after the **date of occurrence**.

4. **Legal costs not agreed with us**
   Legal costs incurred before **our** written agreement that the **Insurer** will pay them.

5. **Legal action not agreed with us**
Legal action an **insured person** takes which **we** or the **appointed representative** have not agreed to or where an **insured person** does anything that hinders **us** or the **appointed representative**.

6. **Contingency fee agreements**
Any **legal costs** arising as a consequence of a contingency fee agreement.

7. **Disputes with any governmental or public body**
Except as it relates to claims accepted under **Insured events (B) Legal Defence, (C) Small Claims Court Contract Disputes and Debt Recovery, (D) Statutory Licence Protection**, and **(G) Tax Protection**, any **legal costs** relating to a review or dispute regarding the lawfulness of any decision or action of any federal, provincial or territorial governmental or quasi – governmental body, or any other local or public authority, other than in relation to an accepted claim in respect of any event insured under this coverage form.

8. **Class action proceedings**
Any claim where an **insured person** is a party to a legal action brought under applicable class proceedings legislation, or where an **insured person** has opted out of being a party to a legal action brought under applicable class proceedings legislation.

9. **Costs awarded outside of Canada**
Any **legal costs** awarded in any jurisdiction outside of Canada.

10. **Damages, fines and penalties**
Damages, fines, penalties, compensation or restitution orders which the **insured person** is ordered to pay by a court or other authority and any costs awarded in criminal or statutory proceedings.

11. **Disputes with us,** the **Insurer**, or the **Broker**
Any dispute with **us,** the **Insurer**, or the **Broker** not otherwise dealt with under **COVERAGE FORM CONDITIONS 10. Disputes over reasonable prospects for a claim**.

12. **Fraudulent claims**
Any claim which is fraudulent, exaggerated or dishonest.

13. **Claims under this coverage form by a third party**
Apart from **us**, only an **insured person** may enforce all or any part of this coverage form and the rights and interests arising from or connected with it.

14. **Bankruptcy of the Named Insured**
Any matter or claim if, at any time:

    (i) **you** are declared bankrupt, placed into receivership, are in the process of being wound-up or if any part of **your** affairs or property is in liquidation;

    (ii) **you** have made a proposal, petition, filing or arrangement for the benefit of any creditor or creditors;

    (iii) a creditor seeks to have **you** placed into bankruptcy, declared insolvent, liquidated or be wound-up;

    (iv) any of **your** property is placed under the care or control of a trustee, receiver or administrator.

15. **Intellectual property disputes**
Any claim related to disputes about patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy or confidentiality agreements.

16. **Agency agreement disputes**
Any claim relating to rights under a franchise or agency agreement entered into by **you**.

17. **Shareholding or partnership disputes**
Disputes about a shareholding or partnership interest in **you** unless such shareholding or partnership interest was acquired under a plan open to all of **your** employees or a substantial number of them.

18. **Defamation**
A claim relating to written or oral remarks which damage an **insured person's** reputation.

19. **Disputes relating to the validity of legislation**

    Any constitutional or other challenge to the validity of Federal, provincial, territorial or municipal legislation.

SECTION VI

COVERAGE FORM CONDITIONS

1. **Observance of coverage form terms**

The **insured person** must:

(i) comply with the terms and conditions of this coverage form;

(ii) notify **us** immediately of any change in circumstance which may materially affect **our** assessment of the risk;

(iii) take reasonable steps to avoid and prevent claims;

(iv) take reasonable steps to avoid incurring unnecessary costs;

(v) send everything **we** reasonably ask for in writing;

(vi) report to **us** full and factual details of any claim as soon as practicable and give **us** any information **we** reasonably need.

2. **Notice of Insured Event**

The **insured person** shall notify **us** of any insured event which may give rise to coverage, as soon as they become aware of it. Any interested person may give such notice.

In the event that the requirement set out in the preceding paragraph is not fully complied with, all rights to coverage shall be forfeited by the **insured person** where such non-compliance has caused prejudice to **us**.

3. **Conduct and control of claim**

(i) If it is necessary to take legal proceedings, including a **tax appeal**, an **appointed representative** will be appointed by **us** on behalf of the **insured person** in accordance with **our** standard terms of appointment and will be retained by the **insured person**.

(ii) Where **we** have agreements with more than one law firm with respect to a specialty, the **insured person** may select their **appointed representative** from that panel of law firms.

(iii) The **insured person** must cooperate with **us** and must keep **us** up-to-date regarding the progress of the claim.

(iv) The **insured person** must cooperate with the **appointed representative** and must follow the recommendations of the **appointed representative**, which have been agreed to by **us**.

(v) The **insured person** must give the **appointed representative** any instructions that **we** require.

4. **Consent to access information**

The **insured person** will provide written consent, at the commencement of the retainer of the **appointed representative**, permitting the **appointed representative**, at **our** request, to give **us**, or **our** reinsurers, actuaries or auditors, or any regulatory authority or its agents, to the extent required by law, access to all correspondence, documents and records in the **appointed representative's** possession or control which are relevant to the matter. This consent will include permission to deliver up all such documents or copies of all such documents at **our** request.

5. **Offers to settle a claim**

(i) The **insured person** must tell **us** if anyone offers to settle a claim and must not negotiate or agree to a settlement without **our** written consent.

(ii) If the **insured person** does not accept an offer **we**, based on the advice of the **appointed representative**, consider reasonable to settle a claim, **we** may refuse to pay further **legal costs**.

(iii) **We** reserve the right to pay the **insured person** the reasonable amount of damages that the **insured person** is claiming, or that is being claimed against them, or negotiate a reasonable settlement of any claim, instead of starting or continuing legal proceedings. In these circumstances the **insured person** must allow **us** to take over and conduct in their name the pursuit or settlement of any claim. The **insured person** will also allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other party and must give **us** all information and assistance required.

6. **Withdrawal of coverage**

If an **insured person** settles or negotiates a claim without **our** consent, or withdraws a claim without **our** consent, or does not give to the **appointed representative** any instructions that **we** require, **we** can withdraw coverage and will be entitled to reclaim from the **insured person** any **legal costs we** have paid.

7. **Sanction limitation**

The **Insurer** shall not be deemed to provide coverage and the **Insurer** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Insurer** to any sanction, prohibition or restriction under trade or economic sanctions, laws, or regulations of Canada, the United Nations or the European Union.

8. **Assessment and recovery of costs**

(i) The **insured person** must instruct the **appointed representative** to have **legal costs** taxed, assessed or audited if **we** ask for this.

(ii) The **insured person** must take every reasonable step to recover **legal costs** that **we** have to pay and must pay **us** any amounts that are recovered.

(iii) Where a settlement is made on a without costs basis the **appointed representative** will determine what proportion of that settlement will be deemed **legal costs** and payable to or by **us**.

9. **Cancellation of a representative's appointment**

If the **appointed representative** refuses to continue acting for the **insured person**, or if the **insured person** dismisses the **appointed representative** without **our** prior consent, we may withdraw coverage for the claim.

10. **Disputes over reasonable prospects for a claim**

If there is a dispute between an **insured person** and **us** over **reasonable prospects**, the **insured person** may obtain, at their expense, an opinion, from a lawyer mutually agreed to by the **insured person** and **us**, on the merits of a claim or proceedings. If the lawyer's opinion indicates that **reasonable prospects** exist, **we** will pay the reasonable cost of obtaining the opinion.

11. **Complaint handling**

If **you** are not satisfied with any aspect of **our** service, please call **1-888-582-5586** or send an email to **customerrelations@arag.ca**.

Alternatively, you can contact us at TalkToUs@wawanesa.com.

If **you** are still not happy, **you** can contact the General Insurance OmbudService (GIO). The GIO is an independent organization which exists to help resolve problems between individuals and their insurance providers. The GIO's services are available free of charge to the customer and the GIO can be contacted by telephone (toll-free Number 1-877-225-0446), or through their website at www.giocanada.org. The GIO should be contacted only after **you** have first tried to resolve the issue directly with **us**.

If **you** are a resident of Quebec and **you** are not satisfied with the resolution offered by **us**, **you** may request that **we** send a copy of **your** file to *the Autorité des marchés financiers (AMF),* which will assess the complaint and, if necessary, offer mediation services between **you** and **us**. The *AMF* does not pay any monetary compensation with regard to consumer claims, other than cases covered under its protection and compensation programs. Additional information regarding the *AMF* complaint process can be obtained at http://www.lautorite.qc.ca/en/file-complaint-conso.html or toll free at 1-877-525-0337.

12. **Other insurance**

The **Insurer** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this coverage form did not exist.

13. **Applicable law**

This coverage form will be governed, interpreted and enforced in accordance with the laws of the province or territory where this coverage form was issued and the federal laws of Canada.

14. **Action against us**

Any action or proceeding against **us** for the recovery of any claim under this coverage form is absolutely barred unless commenced within two years after the **date of occurrence**, or prior to the expiry of the applicable limitation period in the province or territory where this coverage form was issued, whichever is earlier. Any such action or proceeding shall be held in the province or territory where this coverage form was issued and in accordance with its laws and the federal laws of Canada.

15. **Communication with us**

The **insured person** can communicate with **us** by telephone, mail or email. New claims may also be reported to **us** by mail or telephone, or via **our** website at www.arag.ca.

COMMERCIAL INSURANCE POLICY DECLARATIONS

Renewal Policy effective
Sep 01, 2022
Supersedes any previous declaration bearing the same policy number

NAMED INSURED AND ADDRESS	BROKER OFFICE
WHITEHORSE CONDO CORP #124 UNIT 111 134 SEINE SQ WHITEHORSE YT Y1A 3C3	**HUB INTERNATIONAL INSURANCE BROKERS** **101-204 LAMBERT ST** **WHITEHORSE YT Y1A 1Z4** **Telephone: 866-622-6602** **Broker Number: 0408690** **Fax: 867-667-6343**

Policy Number	Account Number	Policy Period	
31894080	33801661	From Sep 01, 2022 to Sep 01, 2023 12:01 A.M.	All times are local at the Named Insured's postal address as stated herein

Thank you for choosing The Wawanesa Mutual Insurance Company ("Wawanesa Insurance"). Your insurance policy package is your insurance contract. It includes your policy declaration and your policy wordings. Your policy declaration is a summary of the coverage and limits you have purchased. Your policy wordings, including endorsements, exclusions, limitations and conditions, provide you with a detailed explanation of your coverage. These items represent the legal contract of indemnity between you and us.

Please review the following policy coverage documents to ensure your policy meets your needs and you understand what you're covered for in the event of a claim:

- Policy declaration outlining your coverages and limits (this document)
- Policy wordings for further details of your coverages. You can download your copy at wawanesa.com/policy-wordings. You will need to enter your policy number found at the top left of this page.

For questions regarding your coverage, premium, billing, changes to your policy, including cancellation, or to request printed/emailed documents please contact your broker. For all other information, including frequently asked questions, concerns/complaints and contact details, please visit wawanesa.com or email talktous@wawanesa.com. If you need to submit a claim, visit wawanesa.com/claims or call 1-844-WAWANESA (929-2637).

Important Information about your policy:
Any operations or sales outside of Canada must be reported to Wawanesa Insurance. Contact your Broker for details.

Your Deductible(s) may have changed. Please review your policy carefully.

Your Coverage(s) may have changed. Please contact your Broker to review your policy.

The **Legal Expense Coverage** on your policy includes unlimited access to the **Telephone Legal Helpline Service**. This service is available for any legal issue, regardless of whether it is covered by your policy. To contact this service, call 1-877-347-5399. Please see your policy wording for coverage details and further information.

Personal Information Notice:
By purchasing insurance from Wawanesa, you are providing Wawanesa with the consent of all individuals insured under this policy to the collection, use and disclosure of their personal information for the purposes of communicating with them, underwriting risks on a prudent basis, investigating and paying claims, detecting and preventing fraud, offering and providing property and casualty insurance products and services to them, compiling statistics and analyzing business results, and acting as required or authorized by law. This consent applies to personal information previously collected by Wawanesa and to personal information which it may

Access your policy wordings online, anytime.

Ensure your policy meets your needs, and know what you're covered for in the event of a claim.

Scan the QR code to view your policy wordings, or visit wawanesa.com/policy-wordings

This policy contains a clause which may limit the amount payable.

"Wawanesa Insurance" is **The Wawanesa Mutual Insurance Company** and is the licensed insurer of this policy.

collect in the future for the purposes identified above. Wawanesa may at times use third party service providers to process or store personal information on its behalf. In these circumstances, the service providers are provided with only the information necessary to perform such services. In addition, Wawanesa requires them to protect the information in a manner that is consistent with its Personal Information Protection Policy and security practices. In the event that a service provider is located in a foreign jurisdiction, it is bound by the laws of that jurisdiction, which may require it to disclose personal information to the courts, law enforcement agencies, or national security authorities of the jurisdiction.

You can view our Privacy Policy at https://wawanesa.com/privacy-policy. If you have any questions or concerns about this policy or our privacy practices, please contact us at privacy@wawanesa.com or 1-844-241-0226.

Realty Select Plus

Named Insured(s): WHITEHORSE CONDO CORP #124

Policy Number: 31894080 **Account Number:** 33801661 **Policy Period:** September 1, 2022 to September 1, 2023 12:01 A.M.

Form of Organization : Corporation

Description of the Business and Operations of the Named Insured(s): 20 Apartment Style Condominium - 2 Buildings

Your full term premium is $21,515.00. Refer to the breakdown of premiums below.

Policy Summary

Location Number	Location Description	Premium per Location
1	134 SEINE SQ, WHITEHORSE YT	$19,124.00
	Premium Subtotal for Locations	**$19,124.00**
	Premium Subtotal for Tools	Included
	Premium Subtotal for Inland Marine (Miscellaneous)	Included
	Premium Subtotal for Commercial Liability	$779.00
	Premium Subtotal for Non-Owned Auto	$150.00
	Premium Subtotal for Cyber	Included
	Premium Subtotal for Crime	Included
	Premium Subtotal for Miscellaneous	Included
	Premium Subtotal for Enhancement	$1,462.00
	Total Policy Premium	**$21,515.00**

Your insurance policy includes your policy wordings. To access this document and download a copy, please visit wawanesa.com/policy-wordings.

Insured Premises

Location Number	Location Description	Principal Operations / Occupancy
1	134 SEINE SQ, WHITEHORSE YT Y1A 3C3	20 Apartment Style Condominium - 2 Buildings

Building & Contents - Location 1	Amount of Insurance	Deductible	Premium
Building 1: Year Built: 2008; Number of Storeys: 3; Construction: Frame and All Other; Heat: Electric Radiant; Sprinklered: No Sprinklers Principal Operations / Occupancy: 20 Apartment Style Condominium - 2 Buildings			

Building & Contents - Location 1	Amount of Insurance	Deductible	Premium
Coverage A - Buildings - Building and Business Contents Coverage Form (Broad Form) - Form WA3000 05 2022 No Coinsurance Valuation Basis is Replacement Cost Inflation Protection: 5%	$8,741,800	$10,000	$17,338.00
Water Damage Deductible - Form WA3034 11 2019		$25,000	
Premium Subtotal for Building & Contents - Location 1			**$17,338.00**

Location 1	Amount of Insurance	Deductible	Premium
Business Income Coverage Actual Loss Sustained (Profits) - Form WA3200 02 2019 Business Income including Rental Value			Included
Equipment Breakdown Coverage Form - Form WA8002 11 2019 Option 3 Non-Perishable Stock Limit	$8,741,800	$10,000	Included
Miscellaneous Endorsement - MANUSCRIPT - AMENDMENT - BLANKET BY-LAWS AMOUNT OF INSURANCE - Form WA3999-L1P1 (See Endorsement Form for additional details)			Included
Miscellaneous Endorsement - LMA5393 COMMUNICABLE DISEASE EXCLUSION ENDORSEMENT - Form WA3999-L1P2 (See Endorsement Form for additional details)			Included
Condominium Corporation Additional Coverages - Form WA3035 11 2019 Trustee's Fees Additional Coverage Common Expense Additional Coverage Relocation Expense Additional Coverage	 $50,000 $25,000 $10,000		Included
Earthquake - Form WA3044 11 2019 Deductible is 5% of the Amount of Insurance subject to a Minimum Deductible of $100,000	$8,741,800		$1,001.00
Flood - Form WA3043 11 2019	$8,741,800	$25,000	$339.00
Sewer Backup - Form WA3001 11 2019	$8,741,800	$25,000	$446.00
Premium Subtotal for Location 1			**$1,786.00**

Enhancement	Amount of Insurance	Premium
Property Enhancement		
Building and Business Contents Coverage - Plus Enhancement - Form WA3506 11 2019 **Cyber Loss (Commercial and Farm Liability) Policyholder Notice** - Form PH1687.2 05 2022 **Cyber Loss (Property) Policyholder Notice** - Form PH1687.1 05 2022 **Legal Expense PolicyHolder Notice EROC** - Form PH1633_1 12 2021		$11.00
Blanket By-Laws	Included	Included
Blanket Glass Deductible $1,000	Included	Included
Brands and Labels	$50,000	Included
Business Contents - Seasonal Increase	Included	Included
Catch All Clause - Aggregate Limit	$25,000	Included
Consequential Loss	Included	Included
Conviction Reward	$10,000	Included
Damage to Building by Theft	Included	Included
Debris Removal	$100,000	$11.00
Eco-Friendly Coverage Enhancement	$50,000	Included
Electronic Data Processing - Duplicates	$5,000	Included
Electronic Data Processing Research Costs	$50,000	Included

Enhancement	Amount of Insurance	Premium
Extra Expense	$50,000	Included
Flex Protect - Aggregate Limit Accounts Receivable Automatic Fire Suppression System - Accidental Discharge Exterior Paving Fine Arts Fire Department Service Charges Master Key Outdoor Trees, Shrubs, Flowers, Plants Personal Effects and Property of Others Professional Fees Valuable Papers and Records Research Costs	$250,000	Included
Home Office	$25,000	Included
Inflation Protection	5%	Included
Jewellery	Included	Included
Leasehold Interest	$25,000	Included
Loss Caused by Damage to Off-Premises Utilities	$100,000	Included
Newly Acquired or Newly Constructed Property Newly Acquired or Constructed Buildings Business Contents at Newly Acquired Locations Newly Acquired Business Contents Number of Consecutive Days : 60	 $1,000,000 $500,000 $100,000	Included
Outdoor Signs	$25,000	Included
Pollutant Clean Up and Removal	$100,000	Included
Preservation of Property	Included	Included
Property Manager's Claim Expense	$25,000	Included
Property Off-Premises Including In Transit	$50,000	Included
Water Damage, Other Liquids, Powder or Molten Material Damage	Included	Included
Business Income Enhancement		
Business Income - Plus Enhancement - Form WA3511 11 2019		Included
Broadened Coverage for Newly Acquired Locations Number of Consecutive Days: 60	Included	Included
Business Income from Dependent Properties	$50,000	Included
Business Income from Neighbouring Property	$50,000	Included
Increased Period of Restoration Due to By-Laws	$100,000	Included
Internet Service Provider Breakdown	$2,500	Included
Loss Caused by Damage to Off-Premises Utilities	$25,000	Included
Mortgage Rate Guarantee	$50,000	Included
Professional Fees	$5,000	Included
Premium Subtotal for Enhancement		**$1,462.00**

Unscheduled Tools	Amount of Insurance	Deductible	Premium
Tool Coverage Form (Broad Form) - Form WA3140 05 2022			
Unscheduled Tools Any One Item or Set of Items Newly Acquired Property Additional Coverage No Coinsurance Valuation basis is Replacement Cost (60 Months or newer)	$10,000 $2,500 $2,500	$1,000	Included
Premium Subtotal for Unscheduled Tools			**Included**

Inland Marine (Miscellaneous)	Amount of Insurance	Deductible	Premium
Installation Coverage Form - Form WA3038 05 2022	$20,000	$1,000	Included
Premium Subtotal for Inland Marine (Miscellaneous)			**Included**

Commercial Liability	Amount of Insurance	Deductible	Premium
Commercial General Liability Coverage Form - Form WA6000 05 2022			$779.00
Products-Completed Operations Aggregate	$2,000,000		
Each Occurrence	$2,000,000		
Personal and Advertising Injury Liability	$2,000,000		Included
Medical Payments - Any One Person	$10,000		Included
Tenants' Legal Liability	$1,000,000		Included
Deductible - Bodily Injury Liability, Per Occurrence basis			
Deductible - Property Damage Liability, Per Occurrence basis			
Removal of General Aggregate - Form WA6038 11 2019			
Broad Form Completed Operations - Form WA6014 11 2019			
Employee Benefits Liability Coverage - Form WA6002 08 2018	$1,000,000	$1,000	Included
Coverage - Employer's Liability - Form WA6015 11 2019			Included
Each Occurrence	$2,000,000		
Communicable Disease Exclusion Form - Form WA6095 03 2021			Included
Premium Subtotal for Commercial Liability			**$779.00**

Commercial Liability Exposures

Description	Industry Code	Basis	Basis Type	Rate	Advance Premium (Portion of Commercial Liability Premium)
Building Owners' Risk (Realty) - Apartment Style - 9 Storey or Less - No Mercantile Occupancy - Condominium (Not Townhouses)	665001	20	Per Suite	$0.00	$779.00

Non-Owned Auto	Amount of Insurance	Deductible	Premium
Standard Non-Owned Automobile Policy - Form SPF 6 07 2020	$2,000,000		$50.00
Contractual Liability Endorsement - Form SEF 96 07 2020			
Legal Liability for Damage to Hired Automobiles Endorsement - Form SEF 94 07 2020	$50,000	$1,000	$100.00
Excluding Long Term Leased Vehicles - Form SEF 99 07 2020			Included
Premium Subtotal for Non-Owned Auto			**$150.00**

Cyber	Amount of Insurance	Deductible	Premium
Cyber Coverage Form - Form WA8110 08 2020			Included
Data Compromise Response Expenses			
Aggregate Limit	$50,000	$1,000	
Sublimit Per Occurrence:			
Forensic IT Review - Amount of Insurance	$25,000		
Legal Review - Amount of Insurance	$25,000		
Public Relations - Amount of Insurance	$5,000		
Regulatory Fines and Penalties - Amount of Insurance	$25,000		
PCI Fines and Penalties - Amount of Insurance	$25,000		
1st Party Named Malware - Amount of Insurance	$50,000		
As a policyholder with Cyber Coverage, you receive free access to eRisk Hub®, a portal providing valuable data risk management tools, content and resources. Go to https://eriskhub.com/wawanesa Access code: 691160-184			
Premium Subtotal for Cyber			**Included**

Crime	Amount of Insurance	Deductible	Premium
Commercial Crime Coverage Form - Form WA3600 11 2020			Included
Armoured Motor Vehicle	$10,000		
Computer Fraud	$10,000		
Credit Card Forgery	$10,000		
Employee Dishonesty	$25,000		
Forgery or Alteration	$10,000		
Funds Transfer Fraud	$10,000		
Money Orders and Counterfeit Paper Currency	$10,000		
Money, Securities and Other Property	$10,000		
Employee Dishonesty - Third Party Bond - Form WA3607 11 2019			
Include Non-Compensated Directors and Officers as Employees - Form WA3609 11 2019			
Premium Subtotal for Crime			**Included**

Miscellaneous	Amount of Insurance	Deductible	Premium
Legal Expense Insurance for Select - Form WA8200 12 2021			Included
Employment Disputes	$100,000		
Legal Defence	$100,000		
Small Claims Court Contract Disputes & Debt Recovery	$100,000		
Statutory Licence Protection	$100,000		
Property Protection	$100,000		
Bodily Injury	$100,000		
Tax Protection	$100,000		
Telephone Legal Helpline Service (1-877-347-5399)	Unlimited		
Aggregate Limit per Annual Period	**$500,000**		
Premium Subtotal for Miscellaneous			**Included**

This policy is subject to: Common Policy and Property Conditions WA2999 08 2021; Statutory Conditions (Yukon) - SC0 08 2021; PH1687.1 05 2022; PH1633_1 12 2021; PH1687.2 05 2022; It includes the CEO Signature page Form WA2990 08 2018.

Policyholder meeting notice:
Policyholders in good standing can attend and vote (in person or by proxy) at meetings of the policyholders of Wawanesa Insurance. If you want to receive notice of these meetings, please visit wawanesa.com/annual-meeting.

Wawanesa Insurance

SUBSCRIPTION ENDORSEMENT

Renewal Policy effective
Sep 01, 2022
Supersedes any previous declaration bearing the same policy number

NAMED INSURED AND ADDRESS	BROKER OFFICE
WHITEHORSE CONDO CORP #124 UNIT 111 134 SEINE SQ WHITEHORSE YT Y1A 3C3	**HUB INTERNATIONAL INSURANCE BROKERS** **101-204 LAMBERT ST** **WHITEHORSE YT Y1A 1Z4** **Telephone: 866-622-6602** **Broker Number: 0408690** **Fax: 867-667-6343**

Policy Number	Account Number	Policy Period	
31894080	33801661	From Sep 01, 2022 to Sep 01, 2023 12:01 A.M.	All times are local at the Named Insured's postal address as stated herein

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUBSCRIPTION ENDORSEMENT - Form WA3006

This endorsement modifies insurance provided under your policy.

Certain coverages in your policy are written on a subscription basis. This means that more than one insurer participates in such coverage.

1. Each company shown in the Schedule of Subscribing Companies participates in this insurance. Each such company will pay the percentage of covered loss or damage that the Percentage Insured shown beside its name bears to the total amount of covered loss or damage under the Coverage Insured.
2. Each company shown in the Schedule of Subscribing Companies is severally and not jointly liable for its participation. Each such company has, for itself and not for others, caused this Subscription Endorsement to be signed by its authorized representative.
3. The inability or failure of one company shown in the Schedule of Subscribing Companies to pay its share of loss or damage will not increase, change or in any other way affect the obligation of any other company shown in such schedule.

Schedule of Subscribing Companies

Company	Percentage Insured	Coverage Insured	Premium	Signature
Wawanesa Insurance	100% 100% 100% 100% 100% 100% 100% 51%	Crime Cyber Equipment Breakdown Inland Marine Legal Expense Liability Non-Owned Auto Property	$0.00 $70.00 $1,198.00 $0.00 $183.00 $779.00 $150.00 $9,759.00	
Aviva Insurance Company of Canada As Arranged by Cansure	10%	Property	$1,914.00	
Certain Lloyds Underwriters under Agreement No B0572NA22BC01 as arranged by Cansure	10%	Property	$1,914.00	
Certain Lloyd's Underwriters under contract B0572NA22BC04 as arranged by Cansure	9%	Property	$1,720.00	
Certain Lloyd's Underwriters under contract B0572NA22BC05 as arranged by Cansure	10%	Property	$1,914.00	
Everest Insurance Company of Canada as arranged by Cansure	10%	Property	$1,914.00	
		Total	**$21,515.00**	

"Wawanesa Insurance" is **The Wawanesa Mutual Insurance Company** and is the licensed insurer of this policy.

Wawanesa Insurance

COMMERCIAL INSURANCE POLICY MANUSCRIPT ENDORSEMENT

Renewal Declaration effective
Sep 01, 2022
Supersedes any previous declaration bearing the same policy number

NAMED INSURED AND ADDRESS	BROKER OFFICE
WHITEHORSE CONDO CORP #124 UNIT 111 134 SEINE SQ WHITEHORSE YT Y1A 3C3	**HUB INTERNATIONAL INSURANCE BROKERS** **101-204 LAMBERT ST** **WHITEHORSE YT Y1A 1Z4** **Telephone: 866-622-6602** **Broker Number: 0408690** **Fax: 867-667-6343**

Policy Number	Account Number	Policy Period	
31894080	33801661	From Sep 01, 2022 to Sep 01, 2023 12:01 A.M.	All times are local at the Named Insured's postal address as stated herein

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MANUSCRIPT - AMENDMENT - BLANKET BY-LAWS AMOUNT OF INSURANCE - Form WA3999 - L1P1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
MANUSCRIPT - AMENDMENT - BLANKET BY-LAWS AMOUNT OF INSURANCE

This endorsement modifies insurance provided under the following:
BUILDING AND BUSINESS CONTENTS COVERAGE - BASE ENHANCEMENT (WA3500)
BUILDING AND BUSINESS CONTENTS COVERAGE - PLUS ENHANCEMENT (WA3506)

SCHEDULE - BY-LAWS AMOUNT OF INSURANCE
Location(s) “all locations”

This endorsement applies only to locations shown in the SCHEDULE - BY-LAWS AMOUNT OF INSURANCE above.

Blanket By-Laws Additional Coverage is amended as shown below:
The following replaces Paragraph (ii):
(ii) The most we will pay under this Blanket By-Laws Additional Coverage is the lesser of the following:
(1) 10% of the amount of insurance applicable to the covered locations; or
(2) $1,000,000 per covered location
Such amount is in addition to any other applicable Amount of Insurance.

All other terms and conditions remain unchanged.

00111 08-2021

All other terms, conditions and exclusions of the policy remain unchanged.

This policy contains a clause which may limit the amount payable.

COMMERCIAL INSURANCE POLICY MANUSCRIPT ENDORSEMENT

Renewal Declaration effective
Sep 01, 2022
Supersedes any previous declaration bearing the same policy number

NAMED INSURED AND ADDRESS	BROKER OFFICE
WHITEHORSE CONDO CORP #124 UNIT 111 134 SEINE SQ WHITEHORSE YT Y1A 3C3	**HUB INTERNATIONAL INSURANCE BROKERS** **101-204 LAMBERT ST** **WHITEHORSE YT Y1A 1Z4** **Telephone: 866-622-6602** **Broker Number: 0408690** **Fax: 867-667-6343**

Policy Number	Account Number	Policy Period	
31894080	33801661	From Sep 01, 2022 to Sep 01, 2023 12:01 A.M.	All times are local at the Named Insured's postal address as stated herein

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LMA5393 COMMUNICABLE DISEASE EXCLUSION ENDORSEMENT - Form WA3999 - L1P2

Page 1 of 2 LMA5393/MFICDX (09/00)
COMMUNICABLE DISEASE EXCLUSION ENDORSEMENT
Applicable to Insurer(s) as arranged by Cansure

It is hereby understood and agreed that the following exclusion applies to the subscription share of each insurer as arranged by Cansure under the following property insurance policy:
Name Insured: WHITEHORSE CONDO CORP #124
Lead Insurer: WAWANESA INSURANCE
Lead Policy Number: 31894080
Policy Effective Date: SEPTEMBER 1, 2022

COMMUNICABLE DISEASE EXCLUSION ENDORSEMENT #1 LMA5393 (For use on property policies)
1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
2.1. for a Communicable Disease, or
2.2. any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or
between organisms, and
3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of
property insured hereunder.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the policy remain the same.
COMMUNICABLE DISEASE EXCLUSION #2 MFICDX (For use on property policies)
Notwithstanding any other provision of this policy to the contrary, this policy does not insure the following::
a. What is not covered?
1. We will not pay for any:
a. loss or claim;
b. additional or increased costs;
c. emergency evacuation costs, or restricted access costs;

NAMED INSURED AND ADDRESS	BROKER OFFICE
WHITEHORSE CONDO CORP #124 UNIT 111 134 SEINE SQ WHITEHORSE YT Y1A 3C3	**HUB INTERNATIONAL INSURANCE BROKERS** **101-204 LAMBERT ST** **WHITEHORSE YT Y1A 1Z4** **Telephone: 866-622-6602** **Broker Number: 0408690** **Fax: 867-667-6343**

Policy Number	**Account Number**	**Policy Period**	All times are local at the Named Insured's postal address as stated herein
31894080	33801661	From Sep 01, 2022 to Sep 01, 2023 12:01 A.M.	

d. costs to clean-up, detoxify, remove, monitor, test, prevent, or implement;
e. economic loss;
f. loss of market, loss of use, or loss of occupancy;
g. physical loss or damage to insured property;
h. compensatory damages; nor for
i. bodily injury;
caused or resulting from, directly or indirectly, in any way by:
i. an endemic, epidemic, pandemic, or outbreak of a communicable disease;
ii. any contamination of or exposure to any infectious agent, disease, virus, pathogen, or other microorganism which includes or is capable of inducing distress, illness, disease, death, or property damage;
nor by
iii. any activity, order, or decision made by a Canadian civil authority, or other government entity to pr respond, respond to, reduce, or control any item or event listed in (i) and (ii) above;
and this exclusion applies to and modifies any coverage otherwise provided by this policy.

SECTION TWO - CONDITIONS OF THIS FORM
1. Except where modified by this form, all other terms of your policy apply and are incorporated by reference.

All other terms, conditions and exclusions of the policy remain the same.

All other terms, conditions and exclusions of the policy remain unchanged.

PLEASE REVIEW YOUR DOCUMENTS CAREFULLY AS WE HAVE MADE CHANGES TO SOME OF THE POLICY WORDINGS.

We have made some changes to your Legal Expense coverage form. The form number shown on your policy for this coverage is WA8200, WA8201, WA8202, WA8210, WA8211, WA8212 or WA8213.

Wawanesa is your insurer – we provide your coverage and pay your claims – but your Legal Expense coverage is managed for us by another company. The name of this company has changed to ARAG Legal Solutions Inc.

We have added a new provision to your Legal Expense coverage form, called MAKING A CLAIM. This provides direction on how to contact us if you have a claim that is covered by this form.

We have also made some formatting adjustments and other minor amendments.

None of these change the coverages provided by your Legal Expense form. Please contact your broker if you have any questions.

PLEASE REVIEW YOUR DOCUMENTS CAREFULLY AS WE HAVE MADE CHANGES TO SOME OF THE POLICY WORDINGS.

With the recent rapid advancement in technology, losses due to cyber risks have risen sharply. As coverage and pricing for cyber loss are not contemplated in your policy, we have added a new exclusion for Cyber loss to our property wordings, including the Building and Business Contents forms and inland marine (floater) forms.

This will result in a reduction in coverage.

Please contact your broker if you have any questions.

PLEASE REVIEW YOUR DOCUMENTS CAREFULLY AS WE HAVE MADE CHANGES TO SOME OF THE POLICY WORDINGS.

With the recent rapid advancement in technology, losses due to cyber risks have risen sharply. As coverage and pricing for cyber loss are not contemplated in your policy, we have made 2 major changes to the following liability forms:

Commercial General Liability Coverage Form

Farm General Liability Coverage Form

The 2 major changes are:

1. We have added a new exclusion for Cyber and Electronic Data; and
2. Because electronic data is now excluded in the new Cyber and Electronic Data exclusion, we have amended the Electronic Data and Access or Disclosure of Confidential or Personal Information exclusion to now only exclude Access or Disclosure of Confidential or Personal Information.

Both of these changes will result in a reduction in coverage.

We have also amended the definition of electronic data to better fit with today's technology.

Please contact your broker if you have any questions.

BUILDING AND BUSINESS CONTENTS COVERAGE FORM
(Broad Form)

Words and phrases in quotation marks have special meaning as defined in **G**. **DEFINITIONS**.

Whenever the following words are used in this Coverage Form, they will be specifically defined as follows:
You and **your** means the **Named Insured**.
We, **us** and **our** means **The Wawanesa Mutual Insurance Company**.

A. INSURED PROPERTY AND PERILS

We will pay for direct physical loss or damage to Insured Property at the “premises” described in the Declarations caused by or resulting from a peril not otherwise excluded.

1. Insured Property

Insured Property, as used in this Coverage Form, means the following types of property for which an Amount of Insurance is shown in the Declarations:

Coverage A - Buildings

We insure buildings or structures at the "premises" described in the Declarations, including:

(a) Other buildings or structures at such "premises", including garages, storage buildings, shipping containers and unlicensed trailers used for storage;
(b) Permanently installed fixtures, fittings, machinery and equipment;
(c) Outdoor signs, if permanently attached to a covered building;
(d) Outdoor fixtures;
(e) Materials, equipment and supplies on the "premises", owned by you and used to maintain or service an insured building or structure or its "premises";
(f) Completed additions;
(g) If not covered by other insurance:
  (i) Additions under construction, alterations and repairs to the building or structure;
  (ii) Materials, equipment, supplies and temporary structures, used for making additions, alterations or repairs to an insured building or structure.
(h) Growing plants, trees, shrubs and flowers used for decorative purposes inside a building you own.

Coverage B - Business Contents

We insure Business Contents located in or on the buildings at the described "premises" including:

(a) Property you own that is used in your business, including furniture, fixtures, machinery, equipment, "stock" and work or goods in progress;
(b) Similar property owned by others that is in your care, custody or control and that you are contractually obligated to insure, or for which you are legally liable for loss or damage.
(c) **(i)** Tenants' improvements and betterments, including those completed by a previous tenant. Improvements and betterments are fixtures, alterations, installations or additions:
  (1) Made a part of the building or structure you occupy but do not own; and
  (2) You acquired or made at your expense but cannot legally remove.
  (ii) If the "premises" is a condominium "unit" that you own, the improvements, betterments, fixtures and alterations within your "unit", including those completed by a previous tenant.

Coverage B does not include any property described in Coverage A.

Coverage C - Property of Every Description

We insure Buildings and Business Contents as described in **Coverage A - Buildings** and **Coverage B – Business Contents** above.

2. Insured Perils

Except as otherwise provided, this Coverage Form insures against all risks of direct physical loss of or damage to Insured Property.

B. EXCLUDED PROPERTY AND PERILS

1. Excluded Property

We will not insure loss of or damage to:

(a) Money, "cash cards", electronic currency (e-currency), notes, securities, bank notes, stamps, tickets (except lottery tickets held for sale), tokens, bills, or evidence of debt or title;
(b) Automobiles, trailers, watercraft, amphibious or air cushion vehicles, aircraft, spacecraft, motors, including equipment and accessories attached to or mounted onto all such property;
  This exclusion **(b)** does not apply to:
  (i) Watercraft, amphibious or air cushion vehicles, land vehicles or self-propelled machines (other than licensed automobiles), that you hold for sale or that have been sold but not delivered;
  (ii) Unlicensed automobiles or unlicensed trailers held for sale or used in your business when on your "premises";
(c) Crops, lawns, trees, shrubs, flowers or plants (other than "stock" of trees, shrubs, flowers or plants), all while outside buildings.

This exclusion **(c)** does not apply to lawns, trees, shrubs, flowers or plants on a vegetative roof; however, loss or damage caused by or resulting from the following perils is not insured:
(i) Dampness or dryness of atmosphere;
(ii) Changes in or extremes of temperature, heating or freezing; or
(iii) Rain, snow, ice, sleet or hail;

(d) Animals, fish or birds. This exclusion **(d)** does not apply to loss or damage caused directly by:
(i) A "Named Peril"; or
(ii) Theft or attempted theft;
to animals, fish or birds that are not "livestock";

(e) Sewers, drains and watermains located beyond the outside walls or foundation of your building. This exclusion **(e)** does not apply to loss or damage to sewers, drains or watermains located within the property lines of your "premises", caused directly by a "Named Peril".

(f) Property which, to your knowledge, has been vacant, unoccupied or shut down for more than 60 consecutive days. A building that is under construction, will not be considered vacant, unoccupied or shut down.

(g) Bridges, roadways, walkways, parking lots or other exterior paved surfaces;

(h) Property:
(i) Insured under the terms of any marine insurance; or
(ii) While waterborne, except while on a regular ferry or railway car transfer in connection with land transportation;

(i) Property after the time it leaves your custody if it is:
(i) Loaned, rented or leased to others; or
(ii) Sold by you under conditional sale, installment payment or other deferred payment plan.
This exclusion **(i)** does not apply while such property is in the custody of a carrier for hire for the purpose of delivery at your risk.

(j) Land, land value, water or groundwater. This exclusion **(j)** does not apply to packaged water products or water inside a storage tank that is used in your manufacturing or processing operations.

(k) Property:
(i) Illegally acquired, kept, stored or transported; or
(ii) Seized or confiscated for breach of any law or by order of any public authority.

(l) Property containing any polychlorinated biphenyls (also known as PCBs);

(m) Any:
(i) Pressure vessel, including its connected piping and equipment, which has normal internal working pressure greater than 103 kilopascals (15 pounds per square inch) above atmospheric pressure; or
(ii) Boiler, including its connected piping and equipment, which contains steam or water under steam pressure (except tanks having an internal diameter of 610 millimetres (24 inches) or less used for the storage of hot water for domestic use);
caused directly or indirectly by explosion, collapse, rupture, bursting, cracking, burning out or bulging of such property while connected and ready for use.
This exclusion **(m)** does not apply to:
(1) Manually portable gas cylinders;
(2) Explosion of natural, coal or manufactured gas; or
(3) Explosion of gas or unconsumed fuel within a furnace or within the gas passages from the furnace to the atmosphere;

(n) "Fine arts";

(o) "Crop inputs" or "crop outputs". This exclusion **(o)** does not apply to "crop inputs" that you hold for sale or that have been sold but not delivered.

2. Excluded Perils
SECTION I
We will not pay for loss or damage caused directly or indirectly:

(a) In whole or in part, by earthquake. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, except for loss or damage caused directly by resultant fire, explosion, smoke or leakage from "fire protective equipment", all as described and limited in the "Named Perils" definition in Section **G. DEFINITIONS**.
This exclusion **(a)** does not apply to Insured Property in transit;

(b) In whole or in part, by "flood". This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, except for loss or damage caused directly by resultant fire, explosion, smoke, leakage from "fire protective equipment", riot, vandalism or malicious acts, all as described and limited in the "Named Perils" definition in Section **G. DEFINITIONS**, and theft or attempted theft.
This exclusion **(b)** does not apply to Insured Property in transit or loss or damage caused directly by leakage from a watermain or "water container";

(c) **(i)** **(1)** By seepage, leakage or influx of water derived from natural sources through basement walls, doors, windows or other openings, foundations, basement floors, sidewalks or sidewalk lights;
(2) By water under the ground surface exerting pressure on any foundation or basement wall; or
(3) By the backing up or overflow of water from sewers, sumps, septic tanks or drains, wherever located,
unless concurrently and directly caused by a peril not otherwise excluded;
(ii) **(1)** By the entrance of rain, sleet or snow through doors, windows, skylights, roof drains or other similar wall or roof openings; or
(2) By the entrance of water or natural precipitation diffused over the surface of the roof or balcony,
unless through an aperture concurrently and directly caused by a peril not otherwise excluded;

(d) By centrifugal force, mechanical breakdown, electrical breakdown or derangement. This exclusion does not apply to loss or damage caused directly by a resultant peril not otherwise excluded;

(e) **(i)** By dampness or dryness of atmosphere;
(ii) By changes in or extremes of temperature, or by heating or freezing; or
(iii) By total or partial interruption to the supply of electricity, water, gas, oil or steam.
This exclusion **(e)** does not apply to:
(1) Loss or damage caused directly by rupture of pipes or breakage of apparatus not excluded in **(m)** of Section **B.1. Excluded Property**;
(2) Damage to pipes caused directly by freezing, unless such pipes are excluded in **(e)** and **(m)** of Section **B.1. Excluded Property**;
(3) Loss of or damage to Insured Property other than "stock" caused directly by a "Named Peril", theft or attempted theft; or
(4) Loss or damage caused directly by an accident to a transporting conveyance;

(f) **(i)** By shrinkage, evaporation, loss of weight, leakage of contents, exposure to light, or change in colour or texture or finish;
(ii) By contamination;
(iii) By marring, scratching or crushing.
This exclusion **(f)** does not apply to loss or damage caused directly by:
(1) "Named Perils";
(2) Rupture of pipes or breakage of apparatus not excluded in **(e)** and **(m)** of Section **B.1. Excluded Property**;
(3) Theft or attempted theft;
(4) An accident to a transporting conveyance;

(g) By smoke from agricultural smudging or industrial operations;

(h) By gnawing, nesting or infestation, or discharge or release of waste products or secretions, by animals, insects or birds. This exclusion **(h)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded;

(i) By delay, loss of market, or loss of use or occupancy;

(j) In whole or in part, by war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;

(k) **(i)** By any nuclear incident (as defined in the *Nuclear Liability and Compensation Act* (Canada) or any other nuclear liability act, law or statute, or any amending law) or nuclear explosion. This exclusion applies whether or not there are one or more causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, except loss or damage caused directly by resultant fire, lightning or explosion of natural, coal or manufactured gas, all as described in the "Named Perils" definition in Section **G. DEFINITIONS**;
(ii) By contamination by radioactive material. This exclusion applies whether or not there are one or more causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;

(l) **(i)** By any dishonest or criminal act committed by you or your agent, acting alone or in collusion with others;
(ii) By theft or attempted theft committed by any employee of yours, acting alone or in collusion with others;
(iii) By any dishonest or criminal act committed by anyone, except as stated in **(l) (ii)**, when you or your agent knew or ought to have known of the dishonest or criminal act prior to the loss or damage.
This exclusion **(l) (iii)** does not apply if, upon becoming aware of the dishonest or criminal act and prior to the loss or damage, you or your agent immediately notifies the police and us.
These exclusions **(l) (i)** and **(l) (iii)** above do not apply to a claim by an "innocent co-insured" for loss of or damage to property in which they have a legal interest, but only to the extent of their proportional interest in that property;

(m) By snowslide, landslide, subsidence or other earth movement. This exclusion does not apply to Business Contents, property in transit, or to loss or damage caused directly by resultant fire, explosion, smoke or leakage from "fire protective equipment", all as described in the "Named Perils" definition in Section **G. DEFINITIONS**;

(n) By explosion (except explosion of natural, coal, or manufactured gas), collapse, rupture, bursting, cracking, burning out or bulging of the following property owned, operated or controlled by you:
(i) The portions containing steam or water under steam pressure of all boilers generating steam, and piping or other equipment connected to such boilers and containing steam or water under steam pressure;
(ii) Piping and apparatus or their parts normally containing steam or water under steam pressure from an external source and while under such pressure;

(iii) Other vessels and apparatus and their connected pipes while under pressure, or while in use or in operation, provided their maximum normal internal working pressure exceeds 103 kilopascals (15 pounds per square inch) above atmospheric pressure, but this exclusion does not apply to loss or damage resulting directly from the explosion of manually portable gas cylinders or of tanks having an internal diameter of 610 millimetres (24 inches) or less used for the heating and storage of hot water for domestic use;

(iv) Moving or rotating machinery or its parts;

(v) Any vessels and apparatus and their connected pipes while undergoing pressure tests, but this exclusion does not apply to other Insured Property that has been damaged by such explosion;

(vi) Gas turbines.

This exclusion **(n)** does not apply to loss or damage caused by resultant fire;

(o) By settling, expansion, contraction, moving, shifting or cracking. This exclusion does not apply to Business Contents or to loss or damage caused directly and concurrently by a peril not otherwise excluded;

(p) Proximately or remotely, arising in consequence of or contributed to by the enforcement of any by-law, regulation, ordinance, building code, construction code or law regulating zoning or the demolition, use, repair or construction of buildings or structures, including the cost of removing any debris.
This exclusion **(p)** applies whether or not the building or structure has sustained direct physical loss or damage;

(q) By seizure or destruction of property by order of governmental authority. But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread;

(r) By artificially generated electric current, including electric arcing, that disturbs electrical devices, appliances or wires. But if loss or damage by fire or explosion results, we will pay for that resulting loss or damage;

(s) By rain, snow, ice or sleet to Business Contents in the open;

(t) By unauthorized instructions to transfer property to any person or to any place;

(u) **(i)** By wear and tear;

(ii) By rust, corrosion, oxidation or chemical reduction;

(iii) By gradual deterioration, wet or dry rot, hidden or latent defect or any quality in property that causes it to damage or destroy itself.

This exclusion **(u)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded;

(v) By faulty, improper or defective material, workmanship or design.
This exclusion **(v)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded.
We will not pay for any cost to correct or make good the faulty, improper or defective material, workmanship or design, or to tear down, tear out, repair or replace any property to correct the faulty, improper or defective material, workmanship or design;

(w) By unexplained loss, mysterious disappearance, or the shortage of Business Contents disclosed on taking inventory;

(x) By voluntary parting with any property by you or anyone entrusted with the property if induced to do so with the use or unauthorized use of any financial instrument, including any fraudulent, forged or altered credit card, debit card, "cash card", electronic currency (e-currency), bank draft, cheque, money order or counterfeit currency;

(y) To Business Contents while actually being worked upon and directly resulting from such work or caused by any repairing, adjusting or servicing of such property. This exclusion **(y)** does not apply to loss or damage caused directly by resultant fire or explosion.

SECTION II

(a) Pollution

We will not pay for:

(i) Loss or damage caused directly or indirectly by any actual or alleged spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants", or the cost or expense of any resulting clean up. This exclusion does not apply:

(1) If the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants" occurs during the policy period and is directly caused by a peril not otherwise excluded; or

(2) To loss or damage caused directly by a resultant peril not otherwise excluded;

(ii) The cost or expense for any testing, monitoring, evaluating or assessing of an actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants".

(b) Data

(i) We will not pay for loss or damage to "data".

(ii) We will not pay for loss or damage caused directly or indirectly by a "data problem". This exclusion **(b)(ii)** does not apply to loss or damage caused directly by resultant fire, explosion, smoke or leakage from “fire protective equipment”, all as described in the "Named Perils" definition in Section **G. DEFINITIONS**;

(c) Fungi and Spores

We will not pay for:

(i) Loss or damage consisting of or caused directly or indirectly, in whole or in part, by any "fungi" or "spores". This exclusion does not apply:

(1) If the "fungi" or "spores" are directly caused by a peril not otherwise excluded in this form that occurs during the policy period; or

(2) To loss or damage caused directly by a resultant peril not otherwise excluded in this form;

(ii) The cost or expense for any testing, monitoring, evaluating or assessing of "fungi" or "spores".

(d) Terrorism

This Coverage Form does not insure loss or damage caused directly or indirectly, in whole or in part, by "terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism". This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect.

(e) Communicable Disease

We will not pay for:

(i) Loss or damage caused directly or indirectly, in whole or in part, by a "communicable disease".

(ii) The cost or expense for any testing, monitoring, evaluating, assessing or clean-up of “communicable disease”.

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

(f) Cyber Loss

We will not pay for:

(i) Loss or damage caused directly or indirectly, in whole or in part, by "cyber loss"; or

(ii) The cost or expense caused directly or indirectly by any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any "data", including any amount pertaining to the value of such "data".

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. However, this exclusion does not apply to loss or damage caused directly by resultant fire or explosion.

C. LIMITATIONS

1. Cannabis

We will not pay for loss or damage to that quantity of cannabis or cannabis product that is in excess of any federal or applicable provincial or territorial legal limit.

2. Furs, Jewellery and Precious Stones

We will not pay more than the following limits for each group of property below, unless the loss or damage is caused by "Named Perils":

(a) $5,000 for furs, fur garments and garments trimmed with fur;

(b) $5,000 for jewels, jewellery, watches, pearls, precious stones or semi-precious stones. This limit does not apply to jewellery and watches worth $100 or less per item; or

(c) $2,500 for bullion, platinum and other precious metals or their alloys.

3. Glass

We will not pay for loss or damage to exterior glass or vitrolite or any lettering or ornamentation on either, unless the loss or damage is caused by "Named Perils".

D. AMOUNTS OF INSURANCE

The most we will pay for loss or damage in any one occurrence is the applicable Amount of Insurance shown in the Declarations or in any schedule or endorsement that is part of this Coverage Form.

E. DEDUCTIBLE

We are liable for the amount by which the loss or damage in any one occurrence caused by an insured peril exceeds the amount of the deductible shown in the Declarations.

F. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Common Policy And Property Conditions:

1. Co-insurance Clause

This clause applies separately to each item for which a co-insurance percentage is shown in the Declarations and only where the amount of loss or damage exceeds the lesser of 5% of the applicable amount of insurance or $25,000.

You will maintain insurance concurrent with this form on the Insured Property to the extent of at least the amount produced by multiplying the value of the property as determined in **2. Valuation Clause** below, by the co-insurance percentage shown in the Declarations. If you fail to do so, you will be entitled to recover only that portion of any loss that the amount of insurance in force at the time of loss bears to the amount of insurance required to be maintained by this clause.

2. Valuation Clause

We will determine the value of Insured Property as follows:

(a) Replacement Cost

At Replacement Cost (without deduction for depreciation) if the Valuation basis shown in the Declarations indicates Replacement Cost, except as provided in Paragraphs **(c)** through **(g)** below. If Replacement Cost is shown in the Declarations, Paragraph **(b) Actual Cash Value** below does not apply.

(i) You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim on a replacement cost basis if you notify us of your intent to do so within 180 days after the loss or damage.

(ii) We will not pay on a replacement cost basis for any loss or damage:

(1) Until the lost or damaged property is actually repaired or replaced; and

(2) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

(iii) We will not pay more for loss or damage on a replacement cost basis than the least of:

(1) The cost to replace, on the same "premises", the lost or damaged property with new property:

(a) Of comparable material and quality; and

(b) Used for the same purpose;

(2) The amount you actually spend that is necessary to repair or replace the lost or damaged property; or

(3) The amount of insurance applicable to the lost or damaged property.

If a building is rebuilt at a different site, the cost described in **(a)(iii)(1)** above is limited to the cost which would have been incurred had the building been rebuilt at the original “premises”.

(b) Actual Cash Value

At Actual Cash Value if the Valuation basis shown in the Declarations indicates Actual Cash Value. If Actual Cash Value is shown in the Declarations, Paragraphs **(a) Replacement Cost** and **(f)** in this **Valuation Clause** do not apply.

Actual cash value is determined as at the time and place of loss or damage to the Insured Property. We will not pay more for loss or damage on an actual cash value basis than the least of:

(i) The cost to repair or replace the lost or damaged property less any depreciation; or

(ii) The amount of insurance applicable to the lost or damaged property.

In determining depreciation, we will consider:

(1) The condition of the property immediately before the loss or damage;

(2) The resale value of the property immediately before the loss or damage;

(3) The normal life expectancy of the property; and

(4) Obsolescence.

(c) **(i)** On unsold "stock", Actual Cash Value plus the cost of your work (labour and materials) performed on the property;

(ii) On sold "stock", the selling price less discounts and expenses you otherwise would have incurred.

(d) The following property at actual cash value:

(i) Used or second-hand merchandise held in storage or for sale;

(ii) Surplus or obsolete property that is no longer used by you;

(iii) Property of others;

(iv) Manuscripts;

(e) On glass at the cost of replacement with safety glazing material if required by law.

(f) On tenants’ improvements and betterments at:

(i) The cost to replace if repaired or replaced with due diligence and dispatch on the same site, or if this is not possible, the cost of moving, temporary storage and restoration on another site.

(ii) The pro-rated original cost of such improvements and betterments for the balance of the lease term, if you do not repair or replace such improvements and betterments promptly. If your lease contains a renewal option, the expiration of the renewal option will be used for the preceding calculation instead of the expiration of the current lease term.

(iii) The cost to replace such improvements and betterments at this or another location, if the building owner exercises the cancellation clause in your lease because of a peril not otherwise excluded (even if your tenants’ improvements and betterments are not damaged or destroyed by such peril) and your interest in such improvements and betterments reverts to the building owner.

We are not liable for any loss of leasehold interest in tenants’ improvements resulting from you exercising an option to cancel the lease;

(g) On valuable papers and records including those which exist on electronic or magnetic media (other than prepackaged software programs), at the cost of:

(i) Blank materials for reproducing the records; and

(ii) Labour to transcribe or copy the records if duplicates exist.

3. Pairs, Sets or Parts

(a) In case of loss or damage to any part of a pair or set we may:

(i) Repair or replace any part to restore the pair or set to its value before the loss or damage; or

(ii) Pay the difference between the value of the pair or set before and after the loss or damage.

(b) In case of loss or damage to any part of Insured Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

4. Subrogation

(a) Upon making any payment or assuming liability for payment under this Coverage Form, we will be subrogated to all your rights of recovery against others and may bring action to enforce such rights. We will have the right to control such subrogation. Following loss or damage, you will not take any action that harms or prejudices your or our rights of recovery against others, nor will you do anything to impair those rights.

All rights of subrogation with respect to insurance provided by this Coverage Form are waived against:

(i) Any person or organization for whom insurance is provided by this Coverage Form; and

(ii) If the "premises" is a condominium building and you are a "condominium corporation":

(1) Your directors, property managers, agents and employees; and

(2) The owner of a "unit" and, if residents of the household of the owner of a "unit", his or her spouse, the relatives of either and any person under the age of 21 in the care of such owner or his or her spouse provided that you have waived your right of legal action against such persons prior to the loss. However, this waiver of subrogation does

not apply to intentional loss or damage caused by such persons to the common areas of the described "premises".

Independent contractors will not be considered to be your directors, property managers, agents or employees.

(b) Where the net amount recovered, after deducting the costs of recovery, is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount will be divided between you and us in the proportion in which the loss or damage has been borne by each party respectively.

(c) You may waive your rights of subrogation against another party:

(i) Prior to a loss under this Coverage Form; or

(ii) After a loss under this Coverage Form if that party is someone insured by this insurance, a business firm owned or controlled by you, a business firm that owns or controls you, or your tenant.

This will not affect your right to recover.

G. DEFINITIONS

1. **"Cash Cards"** means cards designed to store a cash value by electronic means as a mode of payment and without direct access to a bank or other account. "Cash cards" do not include electronic currency (e-currency).
2. **"Communicable Disease"**
   (a) Means any:
   (i) Virus;
   (ii) Bacterium; or
   (iii) Other microorganism;
   that induces or is capable of inducing physical distress, illness or disease.
   (b) Includes any fear or threat (whether actual or perceived) of such virus, bacterium or other microorganism.
3. **"Computer System"** includes the following (whether or not mobile or portable):
   (a) Computer, hardware or peripheral computer equipment;
   (b) Communication or control system;
   (c) Electronic machine, device or instrument;
   (d) Server, cloud or networking equipment;
   (e) Microcontroller or microprocessor;
   (f) Input, output, or data storage device; or
   (g) Software, applications, program, process or code;
   that is owned, leased, rented, operated or controlled by you or any other party.
4. **"Condominium Corporation"** means a corporation constituted under provincial or territorial legislation relating to condominiums or co-ownership by declaration. It refers to a strata corporation in British Columbia and to a syndicate in Quebec.
5. **"Crop Inputs"** means:
   (a) Seeds used for production in the cultivation of "grain", "produce" or "hay, straw, silage or feed";
   (b) Fertilizers and chemicals, including herbicides and pesticides; and
   (c) Packaging or silage bags for property described in Paragraphs **(a)** and **(b)** above.
6. **"Crop Outputs"** means "grain", "produce" or "hay, straw, silage or feed".
7. **"Cyber Act"** means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof, involving access to, processing of, use of or operation of, any "computer system".
8. **"Cyber Incident"** means any:
   (a) Error or omission or series of related errors or omissions involving access to, processing of, use of or operation of, any "computer system"; or
   (b) Partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate, any "computer system".
9. **"Cyber Loss"**
   (a) Means any "cyber act" or "cyber incident".
   (b) Includes any action taken or failure to be taken by you or anyone acting on your behalf in controlling, preventing, suppressing, mitigating or remediating any "cyber act" or "cyber incident".
10. **"Data"** means representations of information or concepts, in any form.
11. **"Data Problem"** means:
    (a) Erasure, destruction, corruption, misappropriation, misinterpretation of "data";
    (b) Error in creating, amending, entering, deleting or using "data"; or
    (c) Inability to receive, transmit or use "data".
12. **"Fine Arts"** means paintings, etchings, pictures, tapestries and other bona fide works of art (such as valuable rugs, statuary, marbles, bronzes, antique furniture, rare books, manuscripts, antique silver, porcelains, rare glass and bric-a-brac) or other articles of rarity, historical value or artistic merit.
13. **"Fire Protective Equipment"** includes tanks, watermains, hydrants, valves and any other apparatus whether used solely for fire protection or jointly for fire protection and for other purposes, but does not include:
    (a) Branch piping from a joint system where such branches are used entirely for purposes other than fire protection;
    (b) Any watermains or appurtenances located outside of the "premises" and forming a part of the public water distribution system; or

(c) Any pond or reservoir in which the water is impounded by a dam.

14. **"Flood"** means:
    (a) The breaking out or overflow of any natural or artificial body of water, waves, storm surge, seiche, tides, tidal wave or tsunami; or
    (b) The unusual and rapid accumulation, overflow or runoff of water or natural precipitation temporarily diffused over the surface of the ground.
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. **"Grain"** means whole threshed grain, seeds grown for sale, peas, lentils and beans.
17. **"Hay, Straw, Silage or Feed"** means:
    (a) Stacked or baled hay or straw;
    (b) Silage or feed;
    (c) Commercial feed supplements; or
    (d) Concentrates or processed grains;
    all for livestock consumption.
18. **"Innocent Co-insured"** means any Insured who is a natural person and who has not abetted, colluded or consented to any dishonest or criminal act which resulted in loss or damage.
19. **"Livestock"** means any breed or population of animal kept for a useful or commercial purpose. These uses include the production of meat, dairy products, eggs and clothing materials.
20. **"Named Perils"** means the following perils:
    (a) Fire or Lightning
    (b) Explosion: Except with respect to the explosion of natural, coal or manufactured gas, there shall in no event be any liability for loss or damage caused by explosion, collapse, rupture, bursting, cracking, burning out or bulging of the following property owned, operated or controlled by you:
        (i) **(1)** The portions containing steam or water under steam pressure of all boilers generating steam, and piping or other equipment connected to such boilers and containing steam or water under steam pressure;
        (2) Piping and apparatus or their parts normally containing steam or water under steam pressure from an external source and while under such pressure;
        (3) The combustion chambers or fire boxes of steam generating boilers of the chemical recovery type and the flues or passages which conduct the gases of combustion from them;
        (4) Smelt dissolving tanks;
        (ii) Other vessels and apparatus and their connected pipes while under pressure, or while in use or in operation, provided their maximum normal internal working pressure exceeds 103 kilopascals (15 pounds per square inch) above atmospheric pressure, except that liability is specifically assumed for loss or damage resulting from the explosion of manually portable gas cylinders;
        (iii) Moving or rotating machinery or parts of same when such loss or damage is caused by centrifugal force or mechanical breakdown;
        (iv) Any vessels and apparatus and their connected pipes while undergoing pressure tests, but this exclusion does not apply to other Insured Property that has been damaged by such explosion;
        (v) Gas turbines.
        The following are not explosions within the intent or meaning of this paragraph **(b)**:
        (1) Electric arcing or any coincident rupture of electrical equipment due to such arcing;
        (2) Bursting or rupture caused by hydrostatic pressure or freezing;
        (3) Bursting or rupture of any safety disc, rupture diaphragm or fusible plug.
    (c) Impact by Aircraft, Spacecraft or Land Vehicle: Aircraft and spacecraft include articles dropped from them.
        There shall in no event be any liability for cumulative damage or for loss or damage:
        (i) Caused by land vehicles belonging to you or under your control or under the control of any of your employees;
        (ii) To aircraft, spacecraft or land vehicles causing the loss;
        (iii) Caused by any aircraft or spacecraft when being taxied or moved inside or outside of a building.
    (d) Riot, Vandalism or Malicious Acts: Riot includes open assemblies of strikers inside or outside the "premises" who have quit work, and of locked-out employees.
        There shall in no event be any liability for loss or damage due to:
        (i) Cessation of work or by interruption to process or business operations or by change in temperature;
        (ii) "Flood" or release of water impounded by a dam, or due to any explosion other than an explosion in respect of which there is insurance under Paragraph **(b)** of this "Named Perils" definition;
        (iii) Theft or attempted theft.
    (e) Smoke means smoke due to a sudden, unusual and faulty operation of any stationary furnace. There shall in no event be any liability for any cumulative damage.
    (f) Leakage From "Fire Protective Equipment" means:
        (i) The leakage or discharge of water or other substances from;
        (ii) The collapse of; or
        (iii) The rupture due to freezing of;
        "fire protective equipment" for the "premises".

(g) Windstorm or Hail:
There shall in no event be any liability for loss or damage:
(i) To the interior of the Building or to Business Contents unless damage occurs concurrently with and results from an aperture caused by windstorm or hail;
(ii) Directly or indirectly caused by any of the following, whether driven by wind or due to windstorm or not: snow-load, ice-load, tidal wave, high water, overflow, "flood", waterborne objects, waves, ice, land subsidence, landslip.

(h) Falling Objects: Falling objects does not include loss or damage to the interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.

(i) Weight of Snow, Ice or Sleet

(j) Specified Water Damage means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam not excluded by Excluded Peril **(n)**.

21. **"Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including odour, vapour, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
22. **"Premises"** means the entire area within the property lines and areas under adjoining sidewalks and driveways at each location shown in the Declarations, or in the open (or in or on a vehicle) within 100 metres of such location.
23. **"Produce"** means agricultural products of the soil, including fruits and vegetables.
24. **"Spores"** includes one or more reproductive particles or microscopic fragments produced by, emitted from or arising out of any “fungi”.
25. **"Stock"** means merchandise held in storage for sale, raw materials and in-process or finished goods, including supplies and packing, wrapping, shipping or advertising materials.
26. **"Terrorism"** means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group, organization or government for the purpose of influencing any government or instilling fear in the public or a section of the public.
27. **"Unit"** means the unit as defined in the declaration, description or bylaws of the "condominium corporation" or provincial or territorial legislation relating to condominiums or divided co-ownerships. It refers to a strata lot in British Columbia and to a private portion in Quebec.
28. **"Water Container"** means
(a) Your piping system, process equipment or tank; or
(b) Any other device or apparatus,
at the "premises" used for containing, heating, chilling, or dispensing water or ice. "Water container" does not include any:
(i) Watermain located beyond the bearing walls or foundations of the "premises";
(ii) Sewer, sump or septic system;
(iii) Drain;
(iv) Penstock, raceway, sluice, flume, reservoir or dam; or
(v) Water treatment plant or sewage treatment plant,
or any part thereof.

TOOL COVERAGE FORM (Broad Form)

Words and phrases in quotation marks have special meaning as defined in **G. DEFINITIONS**.

Whenever the following words are used in this Coverage Form, they will be specifically defined as follows:

You and **your** means the **Named Insured.**

We, us and **our** means **The Wawanesa Mutual Insurance Company**.

A. INSURED PROPERTY AND PERILS

We will pay for direct physical loss or damage to Insured Property caused by or resulting from a peril not otherwise excluded.

1. Insured Property

This form insures tools used in your business, including attachments and accessories to such property, which are:

(a) Owned by you; or

(b) Leased, rented or borrowed from others while in your care, custody or control and for which you are legally liable.

The Declarations will indicate whether the Insured Property is:

(1) Scheduled Tools. Scheduled tools will be specifically listed in the Declarations.

(2) Unscheduled Tools.

2. Insured Perils

Except as otherwise provided, this Coverage Form insures against all risks of direct physical loss of or damage to Insured Property.

B. EXCLUDED PROPERTY AND PERILS

1. Excluded Property

We will not insure loss of or damage to:

(a) Property illegally acquired, kept, stored or transported; or

(b) Property that belongs to your employee.

2. Excluded Perils

SECTION I

We will not pay for loss or damage caused directly or indirectly:

(a) By centrifugal force, mechanical breakdown, electrical breakdown or derangement.

This exclusion **(a)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded.

(b) **(i)** By dampness or dryness of atmosphere;

(ii) By changes in or extremes of temperature, or by heating or freezing;

(iii) By marring or scratching; or

(iv) By gnawing, nesting or infestation, or discharge or release of waste products or secretions, by animals, insects or birds.

This exclusion **(b)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded.

(c) By delay, loss of use or loss of market.

(d) In whole or in part, by war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

(e) **(i)** By any nuclear incident (as defined in the *Nuclear Liability And Compensation Act* (Canada) or any other nuclear liability act, law or statute, or any amending law) or nuclear explosion. This exclusion applies whether or not there are one or more causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, except loss or damage caused directly by resultant fire, lightning or explosion of natural, coal or manufactured gas;

(ii) By contamination by radioactive material. This exclusion applies whether or not there are one or more causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

(f) **(i)** By any dishonest or criminal act committed by you or your agent, acting alone or in collusion with others;

(ii) By theft or attempted theft committed by any employee of yours, acting alone or in collusion with others;

(iii) By any dishonest or criminal act committed by anyone, except as stated in **(f)(ii)**, when you or your agent knew or ought to have known of the dishonest or criminal act prior to the loss or damage.

This exclusion **(f)(iii)** does not apply if, upon becoming aware of the dishonest or criminal act and prior to the loss or damage, you or your agent immediately notifies the police and us.

These exclusions **(f)(i)** and **(f)(iii)** above do not apply to a claim by an "innocent co-insured" for loss of or damage to property in which they have a legal interest, but only to the extent of their proportional interest in that property.

(g) By seizure or destruction of property by order of governmental authority. But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread.

(h) By artificially generated electric current, including electric arcing, that disturbs electrical devices, appliances or wires.

But if loss or damage by fire or explosion results, we will pay for that resulting loss or damage.

(i) By wear and tear, any quality in the property that causes it to damage or destroy itself, hidden or latent defect, gradual deterioration, rust or corrosion.

This exclusion **(i)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded.

(j) By faulty, improper or defective material, workmanship or design.

This exclusion **(j)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded.

(k) By unexplained loss, mysterious disappearance or the shortage of property disclosed on taking inventory.

(l) By processing or work upon property. But if loss or damage by fire or explosion results, we will pay for that resulting loss or damage.

SECTION II

(a) Pollution

We will not pay for loss or damage caused directly or indirectly by the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants". This exclusion does not apply to loss or damage caused directly by a resultant peril not otherwise excluded.

(b) Terrorism

This Coverage Form does not insure loss or damage caused directly or indirectly, in whole or in part, by "terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism". This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect.

(c) Communicable Disease

We will not pay for:

(i) Loss or damage caused directly or indirectly, in whole or in part, by a "communicable disease".

(ii) The cost or expense for any testing, monitoring, evaluating, assessing or clean-up of “communicable disease”.

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

(d) Cyber Loss

We will not pay for:

(i) Loss or damage caused directly or indirectly, in whole or in part, by "cyber loss"; or

(ii) The cost or expense caused directly or indirectly by any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any "data", including any amount pertaining to the value of such "data".

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. However, this exclusion does not apply to loss or damage caused directly by resultant fire or explosion.

C. ADDITIONAL COVERAGES

1. Preservation of Property

If you give us written notice within 10 days of removal of your Insured Property because of imminent danger of loss or damage by an insured peril, we will pay for direct loss or damage by an insured peril while such property is temporarily at a safe place or while being taken to or returned from such place.

The Amount of Insurance applicable to this Preservation of Property Additional Coverage is included in and does not increase the Amount of Insurance for the Insured Property.

2. Newly Acquired Property

You may extend the insurance that applies to Insured Property to apply to new items of property of a type already covered by this Coverage Form. Insurance under this Additional Coverage will end when any one of the following first occurs:

(a) The policy expires;

(b) 30 days after you acquire the property; or

(c) You report the values to us.

We will charge you additional premium for values reported from the date you acquire the item of property.

The Amount of Insurance for this Additional Coverage is shown in the Declarations. This Additional Coverage is additional insurance that applies in addition to the applicable Amount of Insurance.

Paragraph **1. Coinsurance** in **F. ADDITIONAL CONDITIONS** does not apply to this Additional Coverage.

D. AMOUNTS OF INSURANCE

The most we will pay for loss or damage in any one occurrence is the applicable Amount of Insurance shown in the Declarations or in any schedule or endorsement that is part of this Coverage Form.

1. If Insured Property is Scheduled Tools, an Amount of Insurance is listed in the Declarations for each scheduled item.

2. If Insured Property is Unscheduled Tools:

(a) The Occurrence Amount of Insurance is the most we will pay for loss or damage to all separate items or sets of items of Insured Property in any one occurrence, no matter how many items or sets of items are involved; and

(b) The Any One Item or Set of Items Amount of Insurance is the most we will pay for loss or damage to any single item or set of items in any one occurrence.

E. DEDUCTIBLE

1. We are not liable for covered loss or damage in any one occurrence until the amount of such loss or damage exceeds the amount of the deductible shown in the Declarations.

2. If more than one deductible applies to loss or damage in any one occurrence, only the highest of any such deductibles will apply.

F. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Common Policy and Property Conditions:

1. Coinsurance

This clause applies separately to each item for which a co-insurance percentage is specified in the Declarations and only where the amount of loss or damage exceeds the lesser of 2% of the applicable amount of insurance or $5,000.

You will maintain insurance concurrent with this form on the Insured Property to the extent of at least the amount produced by multiplying the value of the property as determined in **2.** Valuation Clause below, by the co-insurance percentage specified in the Declarations. If you fail to do so, you will be entitled to recover only that portion of any loss that the amount of insurance in force at the time of loss bears to the amount of insurance required to be maintained by this clause.

2. Valuation

We will determine the value of Insured Property as follows:

(a) Replacement Cost for Certain Items Newly Purchased by You Within 60 Months

(i) At Replacement Cost (without deduction for depreciation) if the Valuation basis shown in the Declarations indicates Replacement Cost for Certain Items Newly Purchased by You Within 60 Months. If such Valuation basis is shown in the Declarations, Replacement Cost applies to Insured Property:

(1) Of which you are the original purchaser (exclusive of the selling dealer); and

(2) To which the covered loss or damage occurred within 60 months of the date such property was first delivered to you; or

(3) That is rented or leased to you, but only if you are responsible for replacement cost under the terms of the rental or lease agreement.

If Replacement Cost applies, Paragraph **(b) Actual Cash Value** below does not apply.

Replacement Cost does not apply to:

(4) Betterments resulting from the repair or replacement of Insured Property that has prior unrepaired damage; or

(5) Any increase in loss resulting from the enforcement of any restriction or prohibition in any regulation, ordinance or law.

(ii) You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim on a replacement cost basis if you notify us of your intent to do so within 180 days after the loss or damage.

(iii) We will not pay on a replacement cost basis for any loss or damage:

(1) Until the lost or damaged property is actually repaired or replaced; and

(2) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

(iv) We will not pay more for loss or damage on a replacement cost basis than the least of:

(1) The cost to replace the lost or damaged property with new property:

(a) Of comparable material and quality; and

(b) Used for the same purpose;

(2) The amount you actually spend that is necessary to repair or replace the lost or damaged property; or

(3) The amount of insurance applicable to the lost or damaged property.

(b) Actual Cash Value

At Actual Cash Value if the Valuation basis shown in the Declarations indicates Actual Cash Value. If Actual Cash Value is shown in the Declarations, Paragraph **(a) Replacement Cost for Certain Items Newly Purchased by You Within 60 Months** in this **Valuation Clause** does not apply.

Actual cash value is determined as at the time and place of loss or damage to the Insured Property. We will not pay more for loss or damage on an actual cash value basis than the least of:

(i) The cost to repair or replace the lost or damaged property less any depreciation; or

(ii) The amount of insurance applicable to the lost or damaged property.

In determining depreciation, we will consider:

(1) The condition of the property immediately before the loss or damage;

(2) The resale value of the property immediately before the loss or damage;

(3) The normal life expectancy of the property; and

(4) Obsolescence.

G. DEFINITIONS

1. "Communicable Disease"

(a) Means any:

(i) Virus;

(ii) Bacterium; or

(iii) Other microorganism;

that induces or is capable of inducing physical distress, illness or disease.

(b) Includes any fear or threat (whether actual or perceived) of such virus, bacterium or other microorganism.

2. "Computer System" includes the following (whether or not mobile or portable):

(a) Computer, hardware or peripheral computer equipment;

(b) Communication or control system;

(c) Electronic machine, device or instrument;

(d) Server, cloud or networking equipment;

(e) Microcontroller or microprocessor;

(f) Input, output, or data storage device; or

(g) Software, applications, program, process or code;

that is owned, leased, rented, operated or controlled by you or any other party.

3. "Cyber Act" means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof, involving access to, processing of, use of or operation of, any "computer system".

4. "Cyber Incident" means any:

(a) Error or omission or series of related errors or omissions involving access to, processing of, use of or operation of, any "computer system"; or

(b) Partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate, any "computer system".

5. **"Cyber Loss"**

   (a) Means any "cyber act" or "cyber incident".

   (b) Includes any action taken or failure to be taken by you or anyone acting on your behalf in controlling, preventing, suppressing, mitigating or remediating any "cyber act" or "cyber incident".

6. **"Data"** means representations of information or concepts, in any form.

7. **"Innocent Co-insured"** means any Insured who is a natural person and who has not abetted, colluded or consented to any dishonest or criminal act which resulted in loss or damage.

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

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

INSTALLATION COVERAGE FORM

Words and phrases in quotation marks have special meaning as defined in **G**. **DEFINITIONS**.

Whenever the following words are used in this Coverage Form, they will be specifically defined as follows:

You and **your** means the **Named Insured.**

We, us and **our** means **The Wawanesa Mutual Insurance Company**.

A. INSURED PROPERTY AND PERILS

We will pay for direct physical loss or damage to Insured Property caused by or resulting from a peril not otherwise excluded.

1. Insured Property

Insured Property, as used in this Coverage Form, means:

(a) Your materials, equipment and supplies intended to enter into and form part of the installation, that are:

(i) On the "job site", while awaiting and during installation and testing;

(ii) In transit to the "job site" or any other temporary storage site, including loading and unloading; or

(iii) In storage at any other location, but not while:

(1) Being manufactured; or

(2) Undergoing any process.

(b) Similar property of others in your care, custody or control.

(c) Temporary buildings and other structures built or assembled at the "job site", including cribbing, scaffolding, falsework, hoardings, excavation and construction forms and other similar property, but only to the extent that their replacement or restoration is necessary to complete the installation.

2. Insured Perils

Except as otherwise provided, this Coverage Form insures against all risks of direct physical loss of or damage to Insured Property.

B. EXCLUDED PROPERTY AND PERILS

1. Excluded Property

We will not insure loss of or damage to:

(a) Property otherwise specifically insured;

(b) Contractors' machinery, tools or equipment, except as provided under Paragraph **(c)** of **A.1. Insured Property**;

(c) Property:

(i) Illegally acquired, kept, stored or transported; or

(ii) Seized or confiscated for breach of any law or by order of any public authority;

(d) Property:

(i) Insured under the terms of any marine insurance; or

(ii) While waterborne, except while on a regular ferry or railway car transfer in connection with land transportation;

(e) Property while airborne;

(f) Automobiles, trailers, watercraft, amphibious or air cushion vehicles, aircraft, spacecraft, motors, including equipment and accessories attached to or mounted onto all such property;

(g) Land, land value, water or groundwater;

(h) Money, "cash cards", electronic currency (e-currency), bullion, platinum and other precious metals or their alloys, notes, securities, bank notes, stamps, tickets (except lottery tickets held for sale), tokens, bills, or evidence of debt or title; or

(i) Property while in or on any premises you own or lease.

2. Excluded Perils

SECTION I

We will not pay for loss or damage caused directly or indirectly:

(a) By centrifugal force, mechanical breakdown, electrical breakdown or derangement. This exclusion **(a)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded;

(b) **(i)** By frost or freezing; or

(ii) By total or partial interruption to the supply of electricity, water, gas, oil or steam.

This exclusion **(b)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded;

(c) By marring, scratching or crushing of glass. This exclusion **(c)** does not apply to loss or damage caused directly by:

(i) "Named Perils";

(ii) Rupture of pipes or breakage of apparatus;

(iii) Theft or attempted theft;

(iv) An accident to a transporting conveyance;

(d) By gnawing, nesting or infestation, or discharge or release of waste products or secretions, by animals, insects or birds.

This exclusion **(d)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded;

(e) By delay, loss of market, or loss of use or occupancy;

(f) In whole or in part, by war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;

(g) **(i)** By any nuclear incident (as defined in the *Nuclear Liability And Compensation Act* (Canada) or any other nuclear liability act, law or statute, or any amending law) or nuclear explosion. This exclusion applies whether or not there are one or more causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, except loss or damage caused directly by resultant fire, lightning or explosion of natural, coal or manufactured gas, all as described in the "Named Perils" definition in Section **G. DEFINITIONS**;

(ii) By contamination by radioactive material. This exclusion applies whether or not there are one or more causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;

(h) **(i)** By any dishonest or criminal act committed by you or your agent, acting alone or in collusion with others;

(ii) By theft or attempted theft committed by any employee of yours, acting alone or in collusion with others;

(iii) By any dishonest or criminal act committed by anyone, except as stated in **(h)(ii),** when you or your agent knew or ought to have known of the dishonest or criminal act prior to the loss or damage.

This exclusion **(h)(iii)** does not apply if, upon becoming aware of the dishonest or criminal act and prior to the loss or damage, you or your agent immediately notifies the police and us.

These exclusions **(h)(i)** and **(h)(iii)** above do not apply to a claim by an "innocent co-insured" for loss of or damage to property in which they have a legal interest, but only to the extent of their proportional interest in that property;

(i) By snowslide, landslide, subsidence or other earth movement, unless occurring concurrently with and directly resulting from an earthquake shock or other natural or man-made earth movement including those resulting from mining or fracking operations. This exclusion does not apply to Insured Property in transit, or to loss or damage caused directly by resultant fire, explosion, smoke or leakage from "fire protective equipment", all as described in the "Named Perils" definition in Section **G. DEFINITIONS**;

(j) Proximately or remotely, arising in consequence of or contributed to by the enforcement of any by-law, regulation, ordinance, building code, construction code or law regulating zoning or the demolition, use, repair or construction of buildings or structures, including the cost of removing any debris.

This exclusion **(j)** applies whether or not the building or structure has sustained direct physical loss or damage;

(k) By seizure or destruction of property by order of governmental authority. But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread;

(l) By artificially generated electric current, including electric arcing, that disturbs electrical devices, appliances or wires. But if loss or damage by fire or explosion results, we will pay for that resulting loss or damage;

(m) By rain, snow, ice or sleet to property in the open;

(n) By unauthorized instructions to transfer property to any person or to any place;

(o) **(i)** By wear and tear;

(ii) By rust, corrosion, oxidation or chemical reduction;

(iii) By gradual deterioration, wet or dry rot, hidden or latent defect or any quality in property that causes it to damage or destroy itself.

This exclusion **(o)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded;

(p) By faulty, improper or defective material, workmanship or design.

This exclusion **(p)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded.

We will not pay for any cost to correct or make good the faulty, improper or defective material, workmanship or design, or to tear down, tear out, repair or replace any property to correct the faulty, improper or defective material, workmanship or design;

(q) By unexplained loss, mysterious disappearance, or the shortage of property disclosed on taking inventory;

(r) By voluntary parting with any property by you or anyone entrusted with the property if induced to do so with the use or unauthorized use of any financial instrument, including any fraudulent, forged or altered credit card, debit card, "cash card", electronic currency (e-currency), bank draft, cheque, money order or counterfeit currency.

SECTION II

(a) Pollution

We will not pay for:

(i) Loss or damage caused directly or indirectly by any actual or alleged spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants", or the cost or expense of any resulting clean up. This exclusion does not apply:

(1) If the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants" occurs during the policy period and is directly caused by a peril not otherwise excluded; or

(2) To loss or damage caused directly by a resultant peril not otherwise excluded;

(ii) The cost or expense for any testing, monitoring, evaluating or assessing of an actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants".

(b) Data

(i) We will not pay for loss or damage to "data". This exclusion **(b)(i)** does not apply to the extent coverage is provided under the Valuable Papers and Records Additional Coverage.

(ii) We will not pay for loss or damage caused directly or indirectly by a "data problem". This exclusion **(b)(ii)** does not apply to loss or damage caused directly by resultant fire, explosion, smoke or leakage from "fire protective equipment", all as described in the "Named Perils" definition in Section **G. DEFINITIONS**.

(c) Fungi and Spores

We will not pay for:

(i) Loss or damage consisting of or caused directly or indirectly, in whole or in part, by any "fungi" or "spores". This exclusion does not apply:

(1) If the "fungi" or "spores" are directly caused by a peril not otherwise excluded in this form that occurs during the policy period; or

(2) To loss or damage caused directly by a resultant peril not otherwise excluded in this form;

(ii) The cost or expense for any testing, monitoring, evaluating or assessing of "fungi" or "spores".

(d) Terrorism

This Coverage Form does not insure loss or damage caused directly or indirectly, in whole or in part, by "terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism". This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect.

(e) Penalties or Liquidated Damages

We will not pay for:

(i) Penalties or liquidated damages for non-completion of or delay in completion of contract or non-compliance with contract conditions; or

(ii) Costs incurred solely in an effort to eliminate or reduce such penalties or liquidated damages.

(f) Communicable Disease

We will not pay for:

(i) Loss or damage caused directly or indirectly, in whole or in part, by a "communicable disease".

(ii) The cost or expense for any testing, monitoring, evaluating, assessing or clean-up of “communicable disease”.

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

(g) Cyber Loss

We will not pay for:

(i) Loss or damage caused directly or indirectly, in whole or in part, by "cyber loss"; or

(ii) The cost or expense caused directly or indirectly by any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any "data", including any amount pertaining to the value of such "data".

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. However, this exclusion does not apply to loss or damage caused directly by resultant fire or explosion.

C. ADDITIONAL COVERAGES

1. Debris Removal

We will pay your expense to remove debris of Insured Property caused by or resulting from an insured peril that occurs during the policy period.

We will also pay your expense to remove debris of other property that has been blown upon the "job site" by windstorm that occurs during the policy period.

This Additional Coverage does not apply to costs to:

(a) Extract "pollutants" from land or water; or

(b) Remove, restore or replace polluted land or water.

If the sum of direct physical loss or damage and debris removal expense exceeds the applicable Amount of Insurance, we will pay up to $5,000 for each "job site".

2. Preservation of Property

If you give us written notice within 10 days of removal of your Insured Property because of imminent danger of loss or damage by an insured peril, we will pay for direct loss or damage by an insured peril while such property is temporarily at a safe place away from the "job site" or while being taken to or returned from such place.

The Amount of Insurance applicable to this Preservation of Property Additional Coverage is included in and does not increase the Amount of Insurance for the Insured Property.

3. Fire Department Service Charge

When the fire department is called to save or protect Insured Property from an insured peril, we will pay your liability for fire department service charges:

(a) Assumed by contract or agreement prior to loss; or

(b) Required by local ordinance.

The most we will pay under this Additional Coverage is $1,000. This Additional Coverage is additional insurance that applies in addition to the applicable Amount of Insurance.

No Deductible applies to this Additional Coverage.

4. Pollutant Clean Up and Removal

We will pay your expense to extract "pollutants" from land or water at the "job site" if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from an insured peril that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which an insured peril occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The Amount of Insurance for this Additional Coverage is $10,000. Such Amount of Insurance is the most we will pay for the sum of all covered expenses at each "job site" in the policy period. This Additional Coverage is additional insurance that applies in addition to the applicable Amount of Insurance.

5. Valuable Papers and Records

(a) You may extend the insurance that applies to Insured Property to apply to your "valuable papers and records" that are at the "job site".

(b) We will also pay your costs to research, replace or restore the lost information on "valuable papers and records" for which duplicates do not exist and that result from direct physical loss or damage by an insured peril to the "valuable papers and records" described in Paragraph **(a)** above.

The most we will pay under this Additional Coverage is $10,000 for each "job site". This Additional Coverage is additional insurance that applies in addition to the applicable Amount of Insurance.

D. AMOUNTS OF INSURANCE

The most we will pay for loss or damage in any one occurrence is the applicable Amount of Insurance shown in the Declarations or in any schedule or endorsement that is part of this Coverage Form.

E. DEDUCTIBLE

We are liable for the amount by which the loss or damage in any one occurrence caused by an insured peril exceeds the amount of the deductible shown in the Declarations.

F. ADDITIONAL CONDITIONS

The following conditions apply in addition to Common Policy And Property Conditions:

1. Valuation Clause

We will determine the value of:

(a) Insured Property at Replacement Cost (without deduction for depreciation).

(i) You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim on a replacement cost basis if you notify us of your intent to do so within 180 days after the loss or damage.

(ii) We will not pay on a replacement cost basis for any loss or damage:

(1) Until the lost or damaged property is actually repaired or replaced; and

(2) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

(iii) We will not pay more for loss or damage on a replacement cost basis than the least of:

(1) The cost to replace, on the same "job site", the lost or damaged property with new property:

(a) Of comparable material and quality; and

(b) Used for the same purpose;

(2) The amount you actually spend that is necessary to repair or replace the lost or damaged property; or

(3) The amount of insurance applicable to the lost or damaged property.

Under Paragraphs **(iii)(1)** and **(iii)(2)** above, the cost to repair or replace the lost or damaged property includes:

(a) Necessary and reasonable professional fees;

(b) Reasonable contractors' and sub-contractors' overhead and profit; and

(c) Labour and delivery charges.

(b) Insured Property at Actual Cash Value, if we cannot pay on a Replacement Cost basis:

Actual cash value is determined as at the time and place of loss or damage to the Insured Property. We will not pay more for loss or damage on an actual cash value basis than the least of:

(i) The cost to repair or replace the lost or damaged property less any depreciation; or

(ii) The amount of insurance applicable to the lost or damaged property.

In determining depreciation, we will consider:

(1) The condition of the property immediately before the loss or damage;

(2) The resale value of the property immediately before the loss or damage;

(3) The normal life expectancy of the property; and

(4) Obsolescence.

This condition does not apply to any increase in the cost of replacement occasioned by a restriction or prohibition in any by-law, regulation, ordinance or law.

(c) "Valuable papers and records" including those which exist on electronic or magnetic media (other than prepackaged software programs), at the cost of:

(i) Blank materials for reproducing the records; and

(ii) Labour to transcribe or copy the records if duplicates exist.

However, this provision does not apply to the extent coverage is provided under the Valuable Papers and Records Additional Coverage.

2. Subrogation

Upon making any payment or assuming liability for payment under this Coverage Form, we will be subrogated to all your rights of recovery against others and may bring action to enforce such rights. We will have the right to control such subrogation. However, all our rights of subrogation are waived against any person or organization with respect to whom insurance is provided by this Coverage Form.

Where the net amount recovered, after deducting the costs of recovery, is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount shall be divided between you and us in the proportion in which the loss or damage has been borne by each party respectively.

Any release from liability entered into by you prior to loss will not affect your right to recover.

3. Cessation of Coverage

The insurance provided by this Coverage Form will end when one of the following first occurs:

(a) When the "job site" is left unattended for more than 30 consecutive days or when construction activity has ceased for more than 30 consecutive days;

(b) This policy expires;

(c) When the Insured Project described in the Declarations is accepted by the purchaser; or

(d) When your interest in the such project ceases.

G. DEFINITIONS

1. **"Cash Cards"** means cards designed to store a cash value by electronic means as a mode of payment and without direct access to a bank or other account. "Cash cards" do not include electronic currency (e-currency).

2. **"Communicable Disease"**

(a) Means any:

(i) Virus;

(ii) Bacterium; or

(iii) Other microorganism;

that induces or is capable of inducing physical distress, illness or disease.

(b) Includes any fear or threat (whether actual or perceived) of such virus, bacterium or other microorganism.

3. **"Computer System"** includes the following (whether or not mobile or portable):

(a) Computer, hardware or peripheral computer equipment;

(b) Communication or control system;

(c) Electronic machine, device or instrument;

(d) Server, cloud or networking equipment;

(e) Microcontroller or microprocessor;

(f) Input, output, or data storage device; or

(g) Software, applications, program, process or code;

that is owned, leased, rented, operated or controlled by you or any other party.

4. **"Cyber Act"** means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof, involving access to, processing of, use of or operation of, any "computer system".

5. **"Cyber Incident"** means any:

   (a) Error or omission or series of related errors or omissions involving access to, processing of, use of or operation of, any "computer system"; or

   (b) Partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate, any "computer system".

6. **"Cyber Loss"**

   (a) Means any "cyber act" or "cyber incident".

   (b) Includes any action taken or failure to be taken by you or anyone acting on your behalf in controlling, preventing, suppressing, mitigating or remediating any "cyber act" or "cyber incident".

7. **"Data"** means representations of information or concepts, in any form.

8. **"Data Problem"** means:

   (a) Erasure, destruction, corruption, misappropriation, misinterpretation of "data";

   (b) Error in creating, amending, entering, deleting or using "data"; or

   (c) Inability to receive, transmit or use "data".

9. **"Fire Protective Equipment"** includes tanks, watermains, hydrants, valves and any other apparatus whether used solely for fire protection or jointly for fire protection and for other purposes, but does not include:

   (a) Branch piping from a joint system where such branches are used entirely for purposes other than fire protection;

   (b) Any watermains or appurtenances located outside of the "job site" and forming a part of the public water distribution system; or

   (c) Any pond or reservoir in which the water is impounded by a dam.

10. **"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.

11. **"Innocent co-insured"** means any Insured who is a natural person and who has not abetted, colluded or consented to any dishonest or criminal act which resulted in loss or damage.

12. **"Job site"**:

    (a) Means all land and premises used for the purpose of the installation insured by this Coverage Form;

    (b) Includes the following sites where work for such project is performed:

       (i) Any staging area, lay down area, storage area, parking area or office area; or

       (ii) Any similar area used solely for such project;

       that is under your control.

13. **"Money"** means currency and coins in current use and having a face value.

14. **"Named Perils"** means the following perils:

    (a) Fire or Lightning

(b) Explosion: Except with respect to the explosion of natural, coal or manufactured gas, there shall in no event be any liability for loss or damage caused by explosion, collapse, rupture, bursting, cracking, burning out or bulging of the following property owned, operated or controlled by you:

(i) **(1)** The portions containing steam or water under steam pressure of all boilers generating steam, and piping or other equipment connected to such boilers and containing steam or water under steam pressure;

(2) Piping and apparatus or their parts normally containing steam or water under steam pressure from an external source and while under such pressure;

(3) The combustion chambers or fire boxes of steam generating boilers of the chemical recovery type and the flues or passages which conduct the gases of combustion from them;

(4) Smelt dissolving tanks;

(ii) Other vessels and apparatus and their connected pipes while under pressure, or while in use or in operation, provided their maximum normal internal working pressure exceeds 103 kilopascals (15 pounds per square inch) above atmospheric pressure, except that liability is specifically assumed for loss or damage resulting from the explosion of manually portable gas cylinders;

(iii) Moving or rotating machinery or parts of same when such loss or damage is caused by centrifugal force or mechanical breakdown;

(iv) Any vessels and apparatus and their connected pipes while undergoing pressure tests, but this exclusion does not apply to other Insured Property that has been damaged by such explosion;

(v) Gas turbines.

The following are not explosions within the intent or meaning of this paragraph **(b)**:

(1) Electric arcing or any coincident rupture of electrical equipment due to such arcing;

(2) Bursting or rupture caused by hydrostatic pressure or freezing;

(3) Bursting or rupture of any safety disc, rupture diaphragm or fusible plug.

(c) Impact by Aircraft, Spacecraft or Land Vehicle: Aircraft and Spacecraft include articles dropped from them. There shall in no event be any liability for cumulative damage or for loss or damage:

(i) Caused by land vehicles belonging to you or under your control or under the control of any of your employees;

(ii) To aircraft, spacecraft or land vehicles causing the loss;

(iii) Caused by any aircraft or spacecraft when being taxied or moved inside or outside of a building.

(d) Riot, Vandalism or Malicious Acts: Riot includes open assemblies of strikers inside or outside the "job site" who have quit work, and of locked-out employees.

There shall in no event be any liability for loss or damage due to:

(i) Cessation of work or by interruption to process or business operations or by change in temperature;

(ii) "Flood" or release of water impounded by a dam, or due to any explosion other than an explosion in respect of which there is insurance under Paragraph **(b)** of this "Named Perils" definition;

(iii) Theft or attempted theft.

(e) Smoke means smoke due to a sudden, unusual and faulty operation of any stationary furnace. There shall in no event be any liability for any cumulative damage.

(f) Leakage From "Fire Protective Equipment" means:

(i) The leakage or discharge of water or other substances from;

(ii) The collapse of; or

(iii) The rupture due to freezing of;

"fire protective equipment" for the "job site".

(g) Windstorm or Hail:

There shall in no event be any liability for loss or damage:

(i) To the interior of a building or structure, or property inside a building or structure, unless damage occurs concurrently with and results from an aperture caused by windstorm or hail;

(ii) Directly or indirectly caused by any of the following, whether driven by wind or due to windstorm or not: snow-load, ice-load, tidal wave, high water, overflow, "flood", waterborne objects, waves, ice, land subsidence, landslip.

(h) Falling Objects: Falling objects does not include loss or damage to the interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.

(i) Weight of Snow, Ice or Sleet

(j) Specified Water Damage means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam, but not including any system or appliance listed below:

(i) Pressure vessel, including its connected piping and equipment, which has normal internal working pressure greater than 103 kilopascals (15 pounds per square inch) above atmospheric pressure; or

(ii) Boiler, including its connected piping and equipment, which contains steam or water under steam pressure (except tanks having an internal diameter of 610 millimetres (24 inches) or less used for the storage of hot water for domestic use) caused directly or indirectly by explosion, collapse, rupture, bursting, cracking, burning out or bulging of such property while connected and ready for use.

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

16. **"Securities"** means all negotiable and non-negotiable instruments or contracts representing "money" or other property, and includes revenue and other stamps in current use, tokens and tickets, but does not include "money".

17. **"Spores"** includes one or more reproductive particles or microscopic fragments produced by, emitted from or arising out of any "fungi".

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

19. **"Valuable papers and records"** means inscribed, printed or written documents, manuscripts or records, including electronic data, abstracts, books, deeds, drawings, films, maps or mortgages. But "valuable papers and records" does not mean "money" or "securities.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Words and phrases in quotation marks have special meaning as defined in Section **G**.
Whenever the following words are used in this Coverage Form, they will be specifically defined as follows:

You and **your** means the **Named Insured**.
We, **us** and **our** means **The Wawanesa Mutual Insurance Company**.

A. 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" for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "action" that may result. But:

(1) The amount we will pay for "compensatory damages" is limited as described in **E. AMOUNTS OF INSURANCE**; and

(2) Our right and duty to defend ends when we have used up the applicable amount of insurance in the payment of judgments or settlements under **Coverage A. Bodily Injury and Property Damage Liability**, **Coverage B. Personal and Advertising Injury Liability** or **Coverage C. Medical Payments**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **C. 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";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of **D. WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of **D. WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of **D. WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for "compensatory damages" because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. "Compensatory damages" because of "bodily injury" include "compensatory damages" claimed by any person or organization for care or loss of services resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. 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" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay "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 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 are deemed to be "compensatory damages" because of "bodily injury" or "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" to which this insurance applies are alleged.

c. Workers' Compensation and Similar Laws

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

d. Employer's Liability

"Bodily injury" to:

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

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies whether the insured may:

(i) Be liable as an employer or in any other capacity; and

(ii) 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:

(a) Liability assumed by you under an "insured contract"; or

(b) A claim made or an "action" brought by a Canadian resident "employee" on whose behalf contributions are made by or required to be made by you under the provisions of any Canadian provincial or territorial workers' compensation law, if cover or benefits have been denied by any Canadian Workers' Compensation Authority.

e. Aircraft or Watercraft

"Bodily injury" or "property damage" arising out of the:

(1) Ownership, maintenance, use or entrustment to others by or on behalf of any insured of any aircraft, air cushion vehicle or watercraft that is owned or operated by or rented or loaned to any insured; or

(2) Ownership, maintenance, existence, use or entrustment to others by or on behalf of any insured of any premises for the purpose of an airport or aircraft landing area and all operations necessary or incidental thereto.

Use includes operation and "loading or unloading".

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

This exclusion does not apply to:

(a) A watercraft while ashore on premises you own or rent;

(b) A watercraft you do not own that is:

(i) Less than 8 metres long; and

(ii) Not being used to carry persons or property for a charge; or

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

f. Automobile

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

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

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

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

This exclusion does not apply to:

(1) "Bodily injury" to an "employee" of the insured on whose behalf contributions are made by or required to be made by the insured under the provisions of any Canadian provincial or territorial workers' compensation law;

(2) "Bodily injury" or "property damage" arising out of a defective condition in, or improper maintenance of, any "automobile" that is owned by the insured while leased to others for a period of 30 days or more, provided the lessee is obligated under contract to ensure that the "automobile" is insured;

(3) "Bodily injury" or "property damage" arising out of the ownership, use or operation of machinery, apparatus or equipment mounted on or attached to any vehicle while at the site of the use or operation of such equipment. However, this exception does not apply when such equipment is mounted on or attached to any "automobile" and such 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

g. 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, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
(2) Premises 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 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".

h. Damage to Your Product
"Property damage" to "your product" arising out of it or any part of it.

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

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

j. Damage to Impaired Property or Property Not Physically Damaged
"Property damage" to "impaired property" or 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 injury to "your product" or "your work" after it has been put to its intended use.

k. 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.

l. Violation of Any Law as to Age
"Bodily injury" to any person knowingly employed by the insured in violation of any law as to age.

m. Access or Disclosure of Confidential or Personal Information
"Compensatory damages" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other nonpublic information.

n. Personal and Advertising Injury
"Bodily injury" arising out of "personal and advertising injury".

o. Professional Services
"Bodily injury" (other than "incidental medical malpractice injury") or "property damage" due to:
(1) The rendering of, or failure to render, any "professional services" for others; or
(2) Any error or omission, malpractice or mistake in providing the services described in Paragraph **(1)** above;
by you or on your behalf.

p. Abuse
"Bodily injury" arising, directly or indirectly, in whole or in part, out of:
(1) "Abuse" committed or alleged to have been committed by an insured, including the transmission of disease arising out of any act of "abuse";
(2) The:
(a) Hiring of any "employee";
(b) Acceptance of any "volunteer worker"; or
(c) Supervision or retention of any person;
who committed or is alleged to have committed "abuse"; or
(3) The failure or alleged failure of an insured to report "abuse" or alleged "abuse" to the appropriate authority once the insured has gained knowledge of any such "abuse" or alleged "abuse".

q. Damage from Blasting, Pile Driving, Removal or Weakening of Support
"Property damage" arising out of:

(1) The use of explosives for blasting;
(2) Vibration from pile driving or caisson work; or
(3) The removal or weakening of support of any property, building or land whether such support be natural or otherwise.
This exclusion does not apply to:
(a) "Property damage" arising out of work performed on your behalf by any contractor or sub-contractor; or
(b) "Property damage" included within the "products-completed operations hazard".

r. Asbestos - see **B. COMMON EXCLUSIONS**
s. Fungi or Spores - see **B. COMMON EXCLUSIONS**
t. Nuclear Energy Liability - see **B. COMMON EXCLUSIONS**
u. Pollution - see **B. COMMON EXCLUSIONS**
v. Terrorism - see **B. COMMON EXCLUSIONS**
w. War Risks - see **B. COMMON EXCLUSIONS**
x. Cyber and Electronic Data – see **B. COMMON EXCLUSIONS**

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 and 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" for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offence and settle any claim or "action" that may result. But:
(1) The amount we will pay for "compensatory damages" is limited as described in **E. AMOUNTS OF INSURANCE**; and
(2) Our right and duty to defend ends when we have used up the applicable amount of insurance in the payment of judgments or settlements under **Coverage A. Bodily Injury and Property Damage Liability**, **Coverage B. Personal and Advertising Injury Liability** or **Coverage C Medical Payments**.
No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **C. SUPPLEMENTARY PAYMENTS**.

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

2. Exclusions

This insurance does not apply to:

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

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

c. Material Published Prior to Policy Period
"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

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

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

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

g. Quality or Performance of Goods - Failure to Conform to Statements
"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

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

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

j. Insureds in Media and Internet Type Businesses
"Personal and advertising injury" committed by an insured whose business is:
(1) Advertising, broadcasting, publishing or telecasting;
(2) Designing or determining content of web sites for others; or
(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** of **"Personal and advertising injury"** under **G. DEFINITIONS**.
For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not, by itself, considered to be the business of advertising, broadcasting, publishing or telecasting.

k. Interactive Websites, Electronic Chatrooms, Interactive Forums or Bulletin Boards
"Personal and advertising injury" arising out of an electronic interactive website, chatroom, interactive forum or bulletin board the insured hosts or owns, or over which the insured exercises control.

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

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

n. Asbestos - see **B. COMMON EXCLUSIONS**
o. Fungi or Spores - see **B. COMMON EXCLUSIONS**
p. Nuclear Energy Liability - see **B. COMMON EXCLUSIONS**
q. Pollution - see **B. COMMON EXCLUSIONS**
r. Terrorism - see **B. COMMON EXCLUSIONS**
s. War Risks - see **B. COMMON EXCLUSIONS**
t. Cyber and Electronic Data - see **B. COMMON EXCLUSIONS**

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:
(1) On premises you own or rent;
(2) On ways next to premises you own or rent; or
(3) Because of your operations;
provided that:
(a) The accident takes place in the "coverage territory" and during the policy period;
(b) The expenses are incurred and reported to us within one year of the date of the accident; and
(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable amount of insurance as described in **E. AMOUNTS OF INSURANCE**. We will pay reasonable expenses for:
(1) First aid administered at the time of an accident;
(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured
To any insured, except "volunteer workers".

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

c. Injury on Normally Occupied Premises
To a person injured on that part of premises you own or rent that the person normally occupies.

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

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

f. Products-Completed Operations Hazard
Included within the "products-completed operations hazard".

g. Coverage A Exclusions
Excluded under **Coverage A. Bodily Injury and Property Damage Liability**.

h. Asbestos - see **B. COMMON EXCLUSIONS**
i. Fungi or Spores - see **B. COMMON EXCLUSIONS**
j. Nuclear Energy Liability - see **B. COMMON EXCLUSIONS**
k. Pollution - see **B. COMMON EXCLUSIONS**
l. Terrorism - see **B. COMMON EXCLUSIONS**
m. War Risks - see **B. COMMON EXCLUSIONS**
n. Cyber and Electronic Data - see **B. COMMON EXCLUSIONS**

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" 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" for "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "action" that may result. But:
      (1) The amount we will pay for "compensatory damages" is limited as described in **E. AMOUNTS OF INSURANCE**; and
      (2) Our right and duty to defend ends when we have used up the applicable amount of insurance in the payment of judgments or settlements under **Coverage D. Tenants' Legal Liability**.

      No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **C. 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" occurs during the policy period;
      (3) The "property damage" is to premises of others rented to you or occupied by you; and
      (4) Prior to the policy period, no insured listed under Paragraph **1.** of **D. WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "property damage" occurred, then any continuation, change or resumption of such "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
   c. "Property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of **D. WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "property damage" after the end of the policy period.
   d. "Property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of **D. WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
      (1) Reports all, or any part, of the "property damage" to us or any other insurer;
      (2) Receives a written or verbal demand or claim for "compensatory damages" because of the "property damage"; or
      (3) Becomes aware by any other means that "property damage" has occurred or has begun to occur.
2. **Exclusions**

   This insurance does not apply to:
   a. **Expected or Intended Damage**

      "Property damage" expected or intended from the standpoint of the insured.
   b. **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" that the insured would have in the absence of the contract or agreement.
   c. **Asbestos** - see **B. COMMON EXCLUSIONS**
   d. **Fungi or Spores** - see **B. COMMON EXCLUSIONS**
   e. **Nuclear Energy Liability** - see **B. COMMON EXCLUSIONS**
   f. **Pollution** - see **B. COMMON EXCLUSIONS**
   g. **Terrorism** - see **B. COMMON EXCLUSIONS**
   h. **War Risks** - see **B. COMMON EXCLUSIONS**
   i. **Cyber and Electronic Data -** see **B. COMMON EXCLUSIONS**

B. COMMON EXCLUSIONS

(Applicable to Coverage A. Bodily Injury and Property Damage Liability, **Coverage B. Personal and Advertising Injury Liability**, **Coverage C. Medical Payments** and **Coverage D. Tenants' Legal Liability)**

This insurance does not apply to:

1. **Asbestos**

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

   This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "bodily injury", "property damage" or "personal and advertising injury".
2. **Fungi or Spores**
   a. "Bodily injury", "property damage" or "personal and advertising injury" or any other cost, loss or expense incurred by others, arising directly or indirectly from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction of, discharge of or other growth of any "fungi" or "spores" however

caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of "fungi" or "spores";

b. Any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with Paragraph **a.** above; or

c. Any obligation to pay, share with or repay someone else who must pay "compensatory damages" or loss, cost or expense because of such injury or damage referred to in Paragraph **a.** or **b.** above.

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

Solely for the purpose of the following exception:

(1) "Property damage" means physical injury to animals.

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

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

(a) Applied topically to; or

(b) Ingested by;

humans or animals.

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" or "personal and 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" or "personal and advertising injury" resulting directly or indirectly from the "nuclear energy hazard" arising from the:

(1) Ownership, maintenance, operation or use of a "nuclear facility" by or on behalf of an insured;

(2) Furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility";

(3) Possession, consumption, use, handling, disposal or transportation of "fissionable substances", or of other "radioactive material" (except radioactive isotopes, away from a "nuclear facility", which have reached the final stage of fabrication so as to be useable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by an insured.

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

4. Pollution

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants":

(1) 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:

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

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

(c) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(2) 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;

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

(a) Insured; or

(b) Person or organization for whom you may be legally responsible;

(4) 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:

(a) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts, if such fuels, lubricants or other operating fluids escape from a permanent and

integral mobile equipment part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(b) "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

(c) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

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

b. Any loss, cost or expense arising out of any:

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

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

However, this Paragraph **b.** does not apply to liability for "compensatory damages" because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "action" by or on behalf of a governmental authority.

5. Terrorism

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

6. War Risks

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

7. Cyber and Electronic Data

"Bodily injury", "property damage" or "personal and advertising injury" or any other cost, loss or expense incurred by you or others, arising directly or indirectly, in whole or in part, out of:

a. "Cyber loss"; or

b. The loss of, loss of use of, damage to, misinterpretation of, misuse of, corruption of, inability to access, process, store, transmit, or manipulate "electronic data".

Paragraph **a.** of this exclusion does not apply to "bodily injury" or "property damage" arising out of a "cyber act" or a "cyber incident".

C. SUPPLEMENTARY PAYMENTS

(Applicable to Coverage A. Bodily Injury and Property Damage Liability, **Coverage B. Personal and Advertising Injury Liability** and **Coverage D. Tenants' Legal Liability)**

1. We will pay, with respect to any claim we investigate, any claim or "action" we settle, or any "action" against an insured we defend:

a. All expenses we incur.

b. The cost of bonds to release attachments, but only for bond amounts within the applicable amount of insurance. We do not have to furnish these bonds.

c. All reasonable expenses you incur at our request to assist us in the investigation or defence of the claim or "action", including actual loss of earnings up to $250 a day because of time off from work.

d. All costs assessed or awarded against you in the "action".

e. Any interest accruing after entry of judgment upon that part of the judgment which is within the applicable amount of insurance and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable amount of insurance.

These payments will not reduce the amounts of insurance.

2. If we defend you against an "action" and your indemnitee is also named as a party to the "action", we will 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" are such that no conflict appears to exist 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 other applicable 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 above conditions are met, legal fees incurred by us in the defence of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of paragraph **2.b.(2)** of **Coverage A. Bodily Injury and Property Damage Liability**, such payments will not be deemed to be "compensatory damages" for "bodily injury" and "property damage" and will not reduce the amounts of insurance.

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

(i) We have used up the applicable amount of insurance in the payment of judgments or settlements under **Coverages A. Bodily Injury and Property Damage Liability**, **B. Personal and Advertising Injury Liability** or **D. Tenants' Legal Liability**, or medical expenses under Coverage **C. Medical Payments**; or

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

D. WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership, limited liability partnership or joint venture, you are an insured. Your members or partners, and their spouses, are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, limited liability partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your "executive officers" or directors. Your shareholders are also insureds, but only with respect to their liability as your shareholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as your trustees.

2. Each of the following is also an insured:

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

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

(a) To you, to your partners or members (if you are a partnership, limited liability partnership or joint venture), to your members or managers (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

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

(c) For which there is any obligation to share "compensatory damages" with or repay someone else who must pay "compensatory damages" because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) To any person who at the time of injury is entitled to benefits under any workers' compensation or disability benefits law or a similar law.

(2) "Property damage" to property that is:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership, limited liability partnership or joint venture), or any member or manager (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Your unit or strata lot owners and any tenants, but only with respect to the conduct of the corporation for liability arising out of the common property, excluding liability arising out of the owner's or tenant's possession, occupation or use of property designated for exclusive use.

3. Any organization you newly acquire or form, other than a partnership, limited liability partnership or joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. **Coverage A. Bodily Injury and Property Damage Liability** and **Coverage D. Tenants' Legal Liability** do not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. **Coverage B. Personal and Advertising Injury Liability** does not apply to "personal and advertising injury" arising out of an offence committed before you acquired or formed the organization.

4. Any person or organization with whom you have agreed to provide liability insurance under this insurance is an insured, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" that arises out of "your work" or out of the ownership, maintenance or use of your premises.

The insurance provided to such person or organization does not apply to any:

a. "Bodily injury" or "property damage" caused by an occurrence, or "personal and advertising injury" caused by an offence committed, after you cease to own, maintain or use such premises;

b. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of such person or organization; or

c. Person or organization who otherwise qualifies as an insured under **D. WHO IS AN INSURED**.

5. Any person or organization with whom you agree in a written equipment lease or rental agreement to provide liability insurance under this insurance is an insured, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" arising out of the maintenance, operation or use by you of the equipment leased to you by such person or organization.

The insurance provided to such person or organization does not apply to any:

a. "Bodily injury" or "property damage" caused by an occurrence, or "personal and advertising injury" caused by an offence committed, after you cease to lease the equipment;

b. "Bodily injury", "property damage", or "personal and advertising injury" arising out of the sole negligence of such person or organization; or

c. Person or organization who otherwise qualifies as an insured under **D. WHO IS AN INSURED**.

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 Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under **D. WHO IS AN INSURED**.

E. AMOUNTS OF INSURANCE

The Amounts of Insurance shown in the 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".

1. General Aggregate

The most we will pay for the sum of all:

a. "Compensatory damages" under **Coverage A. Bodily Injury and Property Damage Liability**, except "compensatory damages" because of "bodily injury" or "property damage" included in the "products-completed operations hazard";

b. "Compensatory damages" under **Coverage B. Personal and Advertising Injury Liability**; and

c. Medical expenses under **Coverage C. Medical Payments**;

is the General Aggregate Amount of Insurance shown in the Declarations.

2. Products-Completed Operations Aggregate

The most we will pay for the sum of all "compensatory damages" because of "bodily injury" and "property damage" included in the "products-completed operations hazard" under **Coverage A. Bodily Injury and Property Damage Liability** is the Products-Completed Operations Amount of Insurance shown in the Declarations.

3. Each Occurrence

Subject to Paragraph **1.** or **2.** above, whichever applies, the Each Occurrence Amount of Insurance shown in the Declarations is the most we will pay for the sum of:

a. "Compensatory damages" under **Coverage A. Bodily Injury and Property Damage Liability** because of all "bodily injury" and "property damage"; and

b. Medical expenses under **Coverage C. Medical Payments** because of all "bodily injury";

arising out of any one "occurrence".

4. Personal and Advertising Injury Liability

Subject to Paragraph **1.** above, the Personal And Advertising Amount of Insurance shown in the Declarations is the most we will pay under **Coverage B. Personal and Advertising Injury Liability** for the sum of all "compensatory damages" because of all "personal and advertising injury" sustained by any one person or organization.

5. Medical Payments

Subject to Paragraph **3.** above, the Medical Payments – Any One Person Amount of Insurance shown in the Declarations is the most we will pay under **Coverage C. Medical Payments** for all medical expenses because of "bodily injury" sustained by any one person.

6. **Tenants' Legal Liability**
   The Tenants' Legal Liability – Any One Premises Amount of Insurance shown in the Declarations is the most we will pay under **Coverage D. Tenants' Legal Liability** for "compensatory damages" because of "property damage" to any one premises.
7. The amounts of insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the amounts of insurance.
8. When this policy and another policy written by us and issued to you apply or applied to the same claim or "action", the most we will pay for the sum of all amounts subject to the amounts of insurance is the highest amount that applies or applied to such claim or "action" under any one of those policies. However, this provision does not apply if the other policy that applies or applied is umbrella or excess insurance that was specifically purchased to apply in excess of the amounts of insurance shown in the Declarations.
9. **Deductible**
   a. We will not make any payment under **Coverage A. Bodily Injury and Property Damage Liability** until the amount of loss exceeds the Deductible: Property Damage Liability amount shown in the Declarations.
   b. We will not make any payment under **Coverage D. Tenants' Legal Liability** until the amount of loss exceeds the Deductible: Property Damage Liability amount shown in the Declarations.
   c. The Deductible: Property Damage Liability amount shown in the Declarations applies as follows:
      (1) Per Claim
      If the Declarations show that the "property damage" deductible is on a Per Claim basis, the deductible amount applies:
         (a) Under **Coverage A. Bodily Injury and Property Damage Liability**, to the sum of all "compensatory damages" for claims or "actions" because of "property damage" made or brought by any one person or organization;
         (b) Under **Coverage D. Tenants' Legal Liability**, to the sum of all "compensatory damages" for claims or "actions" because of "property damage" made or brought by any one person or organization.
      (2) Per Occurrence
      If the Declarations show that the "property damage" deductible is on a Per Occurrence basis, the deductible amount applies:
         (a) Under **Coverage A. Bodily Injury and Property Damage Liability**, to the sum of all "compensatory damages" because of "property damage" arising out of any one "occurrence";
         (b) Under **Coverage D. Tenants' Legal Liability**, to the sum of all "compensatory damages" because of "property damage" at any one premises.
   d. The terms of this insurance, including those with respect to:
      (1) Our right and duty to defend any "action" seeking those "compensatory damages"; and
      (2) Your duties in the event of an "occurrence", claim or "action";
      apply irrespective of the application of any deductible amount.
   e. We may pay any part or all of the deductible amount to effect settlement of any claim or "action" and, upon notification of the action taken, you will promptly reimburse us for such part of the deductible amount as has been paid by us.
   f. The Amount of Insurance shown in the Declarations will not be reduced by the amount of "compensatory damages" within a deductible.

F. COMMERCIAL GENERAL LIABILITY CONDITIONS

The following conditions apply in addition to the Common Policy and Property Conditions:

1. **Bankruptcy**
   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this insurance.
2. **Duties In The Event Of Occurrence, Offence, Claim or Action**
   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offence which may result in a claim. To the extent possible, notice should include:
      (1) How, when and where the "occurrence" or offence took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury or damage arising out of the "occurrence" or offence.
   b. If a claim is made or "action" is brought against any insured, you must:
      (1) Immediately record the specifics of the claim or "action" and the date received; and
      (2) Notify us as soon as practicable.
      You must see to it that we receive written notice of the claim or "action" as soon as practicable.
   c. You and any other involved insured must:
      (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 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.

3. Legal Action Against Us

No person or organization has a right under this insurance to:

a. Join us as a party or otherwise bring us into an "action" asking for "compensatory damages" from an insured; or

b. Sue us on this insurance unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial, 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 amount of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

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

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under **Coverage A. Bodily Injury and Property Damage Liability**, **Coverage B. Personal and Advertising Injury Liability** or **D. Tenants' Legal Liability**, 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:

(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Property insurance for "your work", such as Commercial Property, Builder's Risk, Installation Risk;

(b) That is Property insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(c) If the loss arises out of the ownership, maintenance, use or entrustment to others of any watercraft or "automobile" to the extent not subject to either Paragraph **e.** or **f.** of **Coverage A. Bodily Injury and Property Damage Liability**.

(2) Any other primary insurance 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 **Coverage A. Bodily Injury and Property Damage Liability**, **Coverage B. Personal and Advertising Injury Liability** or **Coverage D. Tenants' Legal Liability** 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 the total:

(1) Amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) 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 condition and was not bought specifically to apply in excess of the amounts of insurance shown in the Declarations of this insurance.

c. Method of Sharing

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

5. Premium Audit

a. We will compute all premiums for this insurance in accordance with our rules and rates.

b. Premium shown in this insurance as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured subject to the retention of the minimum retained premium shown in the Declarations of this policy.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Separation Of Insureds, Cross Liability

Except with respect to the amounts 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.

7. **Transfer Of Rights Of Recovery Against Others To Us**
If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "action" or transfer those rights to us and help us enforce them.

G. DEFINITIONS

1. **"Abuse"** means any act or threat involving molestation, harassment, corporal punishment or any other form of physical, sexual or mental abuse.
2. **"Action"** means a civil proceeding in which "compensatory damages" because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Action" includes:
   a. An arbitration proceeding in which such "compensatory damages" are claimed and to which the insured must submit or does submit with our consent; and
   b. Any other alternative dispute resolution proceeding in which such "compensatory damages" are claimed and to which the insured submits with our consent.
3. **"Advertisement"** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
   a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
   b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
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 bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
6. **"Compensatory damages"** does not include punitive or exemplary damages or the multiple portion of any multiplied damage award.
7. **"Computer system"** includes the following (whether or not mobile or portable):
   a. Computer, hardware or peripheral computer equipment;
   b. Communication or control system;
   c. Electronic machine, device or instrument;
   d. Server, cloud or networking equipment;
   e. Microcontroller or microprocessor;
   f. Input, output, or data storage device; or
   g. Software, applications, program, process or code;
   that is owned, leased, rented, operated or controlled by you or any other party.
8. **"Coverage territory"** means:
   a. Canada and the United States of America (including its territories and possessions);
   b. International waters or airspace, but only if the:
      (1) "Bodily injury" or "property damage" is caused by an occurrence that takes place; or
      (2) "Personal and advertising injury" is caused by an offence committed;
      in the course of travel or transportation between any places included in Paragraph **a.** above; or
   c. All other parts of the world if the injury or damage arises out of:
      (1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;
      (2) The activities of an insured person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or
      (3) "Personal and advertising injury" offences that are committed through the Internet or similar electronic means of communication;
      provided that the insured's responsibility to pay "compensatory damages" is determined in an "action" on the merits in the territory described in Paragraph **a.** above or in a settlement we agree to.
9. **"Cyber act"** means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof, involving access to, processing of, use of or operation of, any "computer system".
10. **"Cyber incident"** means any:
    a. Error or omission or series of related errors or omissions involving access to, processing of, use of or operation of, any "computer system"; or
    b. Partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate, any "computer system".
11. **"Cyber loss"**
    a. Means any "cyber act" or "cyber incident".
    b. Includes any action taken or failure to be taken by you or anyone acting on your behalf in controlling, preventing, suppressing, mitigating or remediating any "cyber act" or "cyber incident".
12. **"Electronic data"** means information, facts, concepts, programs, software or code that is:
    a. Stored as or on;

b. Created or used on; or
c. Transmitted in;
a form to be used, accessed, processed, transmitted to or from or stored by a "computer system".

13. **"Employee"** includes a "leased worker" and a "temporary worker".
14. **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
15. **"Fissionable substance"** means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.
16. **"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.
17. **"Hostile fire"** means a fire that becomes uncontrollable or breaks out from where it was intended to be.
18. **"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:
    (1) The repair, replacement, adjustment or removal of "your product" or "your work"; or
    (2) You fulfilling the terms of the contract or agreement.
19. **"Incidental medical malpractice injury"** means "bodily injury" arising out of the rendering of, or failure to render, the following services:
    a. Medical, surgical, dental, x-ray or nursing services or treatment or the furnishing of food or beverages in connection therewith; or
    b. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
    by any insured or any indemnitee causing the "incidental medical malpractice injury" who is not engaged in the business or occupation of providing any of the services described in Paragraphs **a.** and **b.** above.
20. **"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;
    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" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
    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, 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 liability for an injury or damage arising out of your rendering or failure to render "professional services", including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.
21. **"Leased worker"** means a person leased to you by a labour leasing firm under an agreement between you and the labour leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
22. **"Loading or unloading"** means the handling of property:
    a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "automobile";
    b. While it is in or on an aircraft, watercraft or "automobile"; or
    c. While it is being moved from an aircraft, watercraft or "automobile" to the place where it is finally delivered;
    but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "automobile".
23. **"Nuclear energy hazard"** means the radioactive, toxic, explosive, or other hazardous properties of "radioactive material".
24. **"Nuclear facility"** means:
    a. Any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
    b. Any equipment or device designed or used for:

(1) Separating the isotopes of plutonium, thorium and uranium or any one or more of them; or
(2) Processing or packaging waste;

c. Any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste "radioactive material";

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

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

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

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

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

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 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 that is not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

29. "Professional services" includes:

a. Medical, surgical, dental, x-ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith;
b. Any professional service or treatment conducive to health;
c. Professional services of a pharmacist;
d. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
e. The handling or treatment of deceased human bodies including autopsies, organ donations or other procedures;
f. Any cosmetic, body piercing, tonsorial, massage, physiotherapy, chiropody, hearing aid, optical or optometrical services or treatments;
g. The preparation or approval of maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications;
h. Supervisory, inspection, architectural, design or engineering services;
i. Accountant's, advertiser's, notary's (Quebec), public notary's, paralegal's, lawyer's, real estate broker's or agent's, insurance broker's or agent's, travel agent's, financial institution's, or consultant's, professional advice or activities;
j. Any computer programming or re-programming, consulting, advisory or related services; or
k. Claim, investigation, adjustment, appraisal, survey or audit services.

30. "Property damage" means:

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

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

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

31. **"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.
32. **"Spores"** includes any reproductive particle or microscopic fragment produced by, emitted from or arising out of any "fungi".
33. **"Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
34. **"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.
35. **"Volunteer worker"** means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
36. **"Your product":**
    - **a.** Means:
        - **(1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
            - **(a)** You;
            - **(b)** Others trading under your name; or
            - **(c)** A person or organization whose business or assets you have acquired; and
        - **(2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
    - **b.** Includes:
        - **(1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
        - **(2)** The providing of or failure to provide warnings or instructions with respect to such goods or products.
    - **c.** Does not include vending machines or other property rented to or located for the use of others but not sold.
37. **"Your work":**
    - **a.** Means:
        - **(1)** Work or operations performed by you or on your behalf; and
        - **(2)** Materials, parts or equipment furnished in connection with such work or operations.
    - **b.** Includes:
        - **(1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of such work or operations; and
        - **(2)** The providing of or failure to provide warnings or instructions with respect to such work or operations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INCLUDE NON-COMPENSATED DIRECTORS AND OFFICERS AS EMPLOYEES

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM (WA3600)

The following is added to the definition of **"Employee"** in **F. DEFINITIONS**:

"Employee" also means any natural person who is your non-compensated director or non-compensated officer.

All other terms and conditions remain unchanged.

THIS COVERAGE FORM CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

LEGAL EXPENSE INSURANCE FOR SELECT

IN THE EVENT OF A CONFLICT BETWEEN THIS COVERAGE FORM AND YOUR MAIN POLICY, THIS COVERAGE FORM SHALL GOVERN TO THE EXTENT OF THE CONFLICT AS IT RELATES TO THIS COVERAGE FORM, UNLESS OTHERWISE PROVIDED FOR IN THIS COVERAGE FORM

This is a Named Perils coverage form and provides coverage only for the insured events listed within this coverage form.
Words and phrases in **bold** have special meaning as defined in **SECTION III - DEFINITIONS**.

TELEPHONE LEGAL HELPLINE

We will provide **you** access to a Legal Helpline through which **you** can receive confidential general legal assistance and information over the phone relating to any legal problem affecting **your** business to help determine your legal rights and options under the laws of the applicable province or territory and the federal laws of Canada. The lawyer cannot provide case specific research or review documents.

We will provide this service between the hours of 8am and midnight, local time, 7 days a week. In addition, **we** will facilitate access to a lawyer twenty-four hours a day, 7 days a week, in emergency situations. Calls to this service may be recorded.

To contact this service, call 1-877-347-5399.

We will not accept responsibility if the helpline service is unavailable for reasons **we** cannot control.

MAKING A CLAIM

Please contact **us** as soon as practicable following an insured event, and in no event later than 120 days after the **date of occurrence** of the insured event.

Please note that the Insurer will not pay for any legal costs you incur before we have accepted your claim, even if we later accept the claim.

While **you** are insured under this Coverage form **you** may report a claim to **us** by calling **1-877-347-5399**, by email at claims@arag.ca or by mail to the Head Office address listed at www.arag.ca.

We will then advise **you** on next steps.

SECTION I

INSURANCE AGREEMENT

In return for payment of the premium, and subject to the terms, definitions, conditions, exclusions and limitations set out in this coverage form and the Declarations, the **Insurer** will provide insurance for **legal costs** incurred for insured events described in this coverage form, provided that:

1. the **date of occurrence** of the insured event happens within the period the **Insurer** has agreed to cover an **insured person**; and

2. the insured event occurs within the **territorial limit** and any legal proceedings will be dealt with by a court, or other body which **we** agree to, within the **territorial limit**; and

3. the **legal costs** are incurred after the claim has been accepted by **us,** and are limited to:

a. the reasonable and necessary costs, inclusive of any applicable sales or retail taxes, incurred by the **appointed representative**, including any additional expenses and disbursements such as court fees, experts' fees, police reports and medical reports incurred by the **appointed representative**;

b. costs awarded by a court in Canada to opponents in civil cases if the **insured person** has been ordered to pay them, or pays them with our agreement; and

c. the cost of the **insured person's** net salary or wages, that are not otherwise payable or recoverable, for the time that they are off work to attend any court proceeding, tribunal, arbitration, mediation or other hearing at the request of the **appointed representative**, up to a maximum of $500 per **insured person** per day, and $10,000 in total in respect of all claims resulting from any one court or tribunal proceeding, arbitration, mediation or other hearing; and

4. for civil cases and appeals relating to any insured event, **reasonable prospects** exist for the duration of the claim.

Except where stated otherwise, the **Insurer** will not pay **legal costs** incurred with respect to the enforcement of judgments or final orders, or settlement agreements, or minutes of settlement, which may arise in the pursuit or defence of **your** legal rights from an accepted claim under this coverage form.

Except where stated otherwise, the **Insurer** will pay **legal costs** incurred in making or defending an appeal, as long as:
- the matter being appealed was previously accepted as a claim under this coverage form,
- the **insured person** tells **us** within the time limits allowed to file an appeal that they want to appeal (and within reasonable time to allow for the filing of all necessary documents for an appeal), and

- **we** agree there are **reasonable prospects** of success for the appeal.

This coverage form, together with the Declarations, policy wording and any other endorsements, and any other information **you** have provided, forms the contract of insurance between **you** and the **Insurer**.

This is not a coverage form for reimbursement of legal costs you have already incurred.

SECTION II

INSURED EVENTS

(A) Employment Disputes

The **Insurer** will pay **your legal costs** to defend **your** legal rights:

1) following the dismissal of an employee

2) in legal proceedings in respect of any dispute with an employee or ex-employee which:

   (i) arises out of, or relates to, a **contract of employment** with **you**

   (ii) arises from an alleged breach of their statutory rights under employment legislation

   (iii) arises from an alleged breach of their rights under applicable human rights legislation, as it relates to their employment

Exclusions

Any claim relating to:

(a) death, illness or bodily injury, and/or loss of or damage to property

(b) the negotiation of a collective bargaining agreement, a general work disruption (including but not limited to a strike, work slowdown or a work to rule campaign), or dispute made pursuant to a collective bargaining agreement

(c) a contract for services

(B) Legal Defence

At **your** request, the **Insurer** will pay **legal costs**

1) to defend an **insured person's** legal rights in relation to:

   (i) their being investigated by the police in respect of an alleged **criminal offence**

   (ii) their being prosecuted for an alleged **criminal offence**

   (iii) a civil action being taken against them for compensation in connection with a failure or alleged failure to comply with requirements under protection of privacy legislation

   (iv) an investigation or prosecution against them under applicable occupational health and safety legislation

2) to defend an **insured person's** (other than **your**) legal rights if civil action is taken against them in their capacity as a trustee of a pension fund set up for the benefit of **your** employees

3) to respond to a Notice for Production issued against an **insured person**, under the **Federal Anti-Spam Legislation**

4) to make representations on behalf of an **insured person** who has been issued a Notice of Violation, under the **Federal Anti-Spam Legislation**

5) to defend an **insured person** against a private action brought by an individual made under the **Federal Anti-Spam Legislation**

Exclusions

Any claim relating to:

(a) an **insured person** being prosecuted in connection with the ownership, use or operation of a **motor vehicle**

(b) any offence against any **insured person** for refusing to comply with a request by a designated person who is carrying out their duties and functions under the **Federal Anti-Spam Legislation**

(c) any offence against any **insured person** who obstructs or hinders, or knowingly makes a false or misleading statement or provides false or misleading information to, a designated person who is carrying out their duties and functions under the **Federal Anti-Spam Legislation**

(C) Small Claims Court Contract Disputes and Debt Recovery

The **Insurer** will pay **legal costs** to pursue or defend **your** legal rights in a dispute relating to an agreement or an alleged agreement which has been entered into by **you** or on **your** behalf for:

1) Selling or buying **goods**;

2) Providing or obtaining services.

Provided that:

(i) *The amount in dispute exceeds $1,000;*

(ii) *All legal proceedings are within the jurisdiction of, and are brought in, the applicable small claims court; and*

(iii) *if the dispute relates to money owed to **you** to which a construction lien would apply, then a claim must be made under this coverage form within 30 days of the money becoming due and payable*

Exclusions

Any claim relating to:

(a) the settlement payable under an insurance policy (the **Insurer** will cover a dispute arising from **your** insurer refusing **your** claim, but not a dispute over the amount of the claim)

(b) a dispute arising from any loan, mortgage, pension, investment, borrowing or any other financial product (other than described under **(a)** above)

(c) a dispute over the terms of a lease of land or buildings or a licence or tenancy of land or buildings if **you** are the lessor, licensor or landlord of the land or buildings. However, the **Insurer** will cover a dispute with a professional advisor in connection with the drafting of a lease, licence or tenancy agreement

(d) a contract regarding you purchasing or selling **real property**

(e) a contract for legal services

(f) a contract involving a **motor vehicle** other than agreements relating to the sale of **motor vehicles** where **you** are engaged in the business of purchasing, selling, or leasing **motor vehicles**; or agreements related to the repair and/or maintenance of **motor vehicles** where **you** are engaged in the business of repairing and/or performing maintenance upon **motor vehicles**

(g) a dispute with an employee or ex-employee which arises out of, or relates to, a **contract of employment** with **you**

(h) the breach of a professional obligation or duty, including any claim:
   i. based on professional liability,
   ii. based on the commission of a fault of an ethical nature, or arising out of a disciplinary process

(D) Statutory Licence Protection

The **Insurer** will pay **legal costs** to represent **you** in appealing to the relevant statutory or regulatory authority, court, or tribunal following an event which results in a licensing or regulatory authority suspending, or altering the terms of, or refusing to renew, or cancelling **your** licence to conduct **your** business.

Exclusions

Any claim relating to:

(a) An original application or application for renewal of a statutory licence.

(b) A licence appeal relating to the ownership, use or operation of a motor vehicle.

(c) A licence appeal relating to a professional licence issued to an individual.

(E) Property Protection

The **Insurer** will pay **legal costs** to pursue **your** legal rights in a civil action relating to physical property which **you** own following:

1) an event which causes physical damage to such property, provided that the amount in dispute exceeds $1,000

2) a legal nuisance (meaning any unlawful interference with **your** use or enjoyment of **your** land, or some right over, or in connection with it)

3) a trespass.

Exclusions

Any claim relating to:

(a) a contract entered into by **you**

(b) disputes related to easements or other agreed rights over land

(c) **goods** that are away from any premises occupied by **you** unless the **goods** are at such premises for the purpose of installations or use in work to be carried out by an **insured person**

(d) someone legally taking **your real property** from **you**, whether **you** are offered money or not, or restrictions or controls placed on **your real property** by any governmental, quasi-governmental or public or local authority

(e) work done by, or on behalf of, any governmental, quasi-governmental or public or local authority unless the claim is for accidental physical damage

(f) a **motor vehicle**, other than physical damage to **motor vehicles** where **you** are engaged in the business of purchasing, selling, leasing, repairing or performing maintenance upon **motor vehicles**

(g) mining, subsidence, heave or landslide

(h) defending **your** legal rights, other than in defending a counter-claim

(F) Bodily Injury

At **your** request, the **Insurer** will pay an **insured person's legal costs** to pursue their legal rights following a specific or sudden accident which causes their death or bodily injury.

Exclusions

Any claim relating to any of the following:

(a) a dispute with any provincial workers' compensation board

(b) psychological injury or mental illness unless the condition arises from a specific or sudden accident that has caused physical bodily injury

(c) death, illness or bodily injury arising from a sudden accident which involves an **insured person's** ownership, use or operation of a **motor vehicle**

(d) defending an **insured person's** legal rights, other than in defending a counter-claim

(G) Tax Protection

The **Insurer** will pay **legal costs** in respect of a **tax appeal** or a **tax audit** relating to:

1) liability for income tax, GST, PST or HST arising from **your** business

2) payroll deductions compliance by **your** business

*provided that **you** have taken reasonable care to ensure that all returns are complete and correct and submitted within the statutory time limits allowed.*

Exclusions

Any claim relating to:

(a) any claim arising from a tax avoidance scheme, arrangement, or plan of any kind

(b) any claim caused by **your** failure to register for GST and/or PST and/or HST.

(c) Any claim arising from an investigation or inquiry by the CRA into alleged gross negligence, dishonesty or **criminal offences**.

SECTION III

DEFINITIONS

The following definitions apply wherever these words or phrases appear in bold in this coverage form.

Appointed representative

The lawyer, accountant or other suitably qualified person appointed by **us** on behalf of the **insured person** to act for an **insured person**.

Broker

The organization, as identified on the Declarations for this coverage form, who facilitated the purchase of this coverage form for **you**.

Contract of Employment

Written agreement between the employer and employee setting out both party's rights, duties and obligations.

A **contract of employment** does not include a collective agreement covering a group of employees who are represented by a union.

Criminal offence

An offence under the Criminal Code of Canada (R.S.C., 1985, c. C-46) or any of its amendments.

Date of occurrence

1. For civil cases: the date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events.
2. For criminal cases: the date of the alleged criminal offence, or the earliest date in a series of related alleged criminal offences, for which an **insured person** is charged.
3. For licence or registration appeals: when **you** were first informed by the relevant licensing or regulatory authority of their proposal to review, suspend, alter the terms of, refuse to renew or cancel **your** licence.
4. For a **tax appeal**: when the Canada Revenue Agency (“CRA”) or a provincial tax authority first issues **you** a notice of assessment, reassessment or determination with which **you** disagree.
5. For a **tax audit**: when the CRA or a provincial tax authority first contacts **you** in relation to commencing an audit.

The insured event must occur within the period the **Insurer** has agreed to cover the **insured person**.

Federal Anti-Spam Legislation

An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act, S.C. 2010, c. 23 or any of its amendments

Goods

Any object which is not attached to **real property**, except by its own weight, and can be removed without damage or alterations to the **real property** requiring repair.

Any object which is plugged in and can be removed without any damage or alteration to the **real property**.

Insured person

You and **your** directors, officers, partners, managers and employees.

Anyone claiming under this coverage form must have **your** agreement to claim.

Insurer

The Wawanesa Mutual Insurance Company.

Legal costs

In respect of the insured events described in this coverage form:

1. all reasonable and necessary costs, inclusive of any applicable sales or retail taxes, incurred by the **appointed representative** including any additional expenses and disbursements such as court fees, experts’ fees, police reports and medical reports incurred by the **appointed representative**;

2. the costs awarded by a court in Canada to opponents in civil cases if the **insured person** has been ordered to pay them, or pays them with **our** agreement; and

3. the **insured person's** net salary or wages, that are not otherwise payable or recoverable, for the time that they are off work to attend any court proceeding, tribunal, arbitration, mediation or other hearing at the request of the **appointed representative**, up to a maximum of $500 per **insured person** per day, and $10,000 in total in respect of all claims resulting from any one court or tribunal proceeding, arbitration, mediation or other hearing.

Motor vehicle

Includes an automobile, a trailer, a motorcycle, a motor assisted bicycle, and any other vehicle propelled or driven otherwise than by muscular power.

Reasonable prospects

For civil cases **reasonable prospects** means that **we** agree that it is always more likely than not that an **insured person** will recover losses or damages (or obtain other legal remedy which **we** have agreed to) or make a successful defence.

For appeals relating to any insured event, **reasonable prospects** means that **we** agree that it is always more likely than not that the appeal will be successful.

Real property

Real property is land, and anything growing on, affixed to, or built upon land. This also includes man-made buildings as well as crops. Real property is characterized as property that doesn't move, or that is attached to the land.

Tax appeal

An appeal regarding an assessment, reassessment or determination made by the CRA or a provincial tax authority, including an administrative appeal to the CRA or a provincial tax authority and an appeal to the Tax Court of Canada or a superior court of a province.

Tax audit

An inspection and verification by the CRA or a provincial tax authority of **your** financial accounting records to determine whether or not **you** have paid the correct amount of tax.

Territorial limit

Canada.

We, **us**, **our**

ARAG Legal Solutions Inc. who has been authorized by the **Insurer** to act as the insurance manager for this coverage form.

You, **your**

The individual, corporation, partnership or other form of business organization shown in the Declarations as the Named Insured.

SECTION IV

AMOUNT OF INSURANCE

The **Insurer** will pay up to the amount of insurance shown in the Declarations in respect of **legal costs** related to all claims resulting from one or more events arising at the same time or from the same originating cause.

Subject to the above, the **Insurer** will pay, in aggregate, **legal costs** of no more than the aggregate limit shown in the Declarations in respect of all claims that arise in the policy period that result from different originating causes.

SECTION V

GENERAL EXCLUSIONS

This insurance does not apply to:

1. **Events not connected with your business**
   Any event not arising in connection with the business shown in the Declarations.

2. **Wilful acts**
   Any claim resulting from an act which is wilfully committed, and the results of which are consciously intended, by an **insured person**.

3. **Late reported claims**
   A claim reported to **us** more than 120 days after the **date of occurrence**.

4. **Legal costs not agreed with us**
   Legal costs incurred before **our** written agreement that the **Insurer** will pay them.

5. **Legal action not agreed with us**
Legal action an **insured person** takes which **we** or the **appointed representative** have not agreed to or where an **insured person** does anything that hinders **us** or the **appointed representative**.

6. **Contingency fee agreements**
Any **legal costs** arising as a consequence of a contingency fee agreement.

7. **Disputes with any governmental or public body**
Except as it relates to claims accepted under **Insured events (B) Legal Defence, (C) Small Claims Court Contract Disputes and Debt Recovery, (D) Statutory Licence Protection**, and **(G) Tax Protection**, any **legal costs** relating to a review or dispute regarding the lawfulness of any decision or action of any federal, provincial or territorial governmental or quasi – governmental body, or any other local or public authority, other than in relation to an accepted claim in respect of any event insured under this coverage form.

8. **Class action proceedings**
Any claim where an **insured person** is a party to a legal action brought under applicable class proceedings legislation, or where an **insured person** has opted out of being a party to a legal action brought under applicable class proceedings legislation.

9. **Costs awarded outside of Canada**
Any **legal costs** awarded in any jurisdiction outside of Canada.

10. **Damages, fines and penalties**
Damages, fines, penalties, compensation or restitution orders which the **insured person** is ordered to pay by a court or other authority and any costs awarded in criminal or statutory proceedings.

11. **Disputes with us,** the **Insurer**, or the **Broker**
Any dispute with **us,** the **Insurer**, or the **Broker** not otherwise dealt with under **COVERAGE FORM CONDITIONS 10. Disputes over reasonable prospects for a claim**.

12. **Fraudulent claims**
Any claim which is fraudulent, exaggerated or dishonest.

13. **Claims under this coverage form by a third party**
Apart from **us**, only an **insured person** may enforce all or any part of this coverage form and the rights and interests arising from or connected with it.

14. **Bankruptcy of the Named Insured**
Any matter or claim if, at any time:

    (i) **you** are declared bankrupt, placed into receivership, are in the process of being wound-up or if any part of **your** affairs or property is in liquidation;

    (ii) **you** have made a proposal, petition, filing or arrangement for the benefit of any creditor or creditors;

    (iii) a creditor seeks to have **you** placed into bankruptcy, declared insolvent, liquidated or be wound-up;

    (iv) any of **your** property is placed under the care or control of a trustee, receiver or administrator.

15. **Intellectual property disputes**
Any claim related to disputes about patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy or confidentiality agreements.

16. **Agency agreement disputes**
Any claim relating to rights under a franchise or agency agreement entered into by **you**.

17. **Shareholding or partnership disputes**
Disputes about a shareholding or partnership interest in **you** unless such shareholding or partnership interest was acquired under a plan open to all of **your** employees or a substantial number of them.

18. **Defamation**
A claim relating to written or oral remarks which damage an **insured person's** reputation.

19. **Disputes relating to the validity of legislation**

    Any constitutional or other challenge to the validity of Federal, provincial, territorial or municipal legislation.

SECTION VI

COVERAGE FORM CONDITIONS

1. **Observance of coverage form terms**

The **insured person** must:

(i) comply with the terms and conditions of this coverage form;

(ii) notify **us** immediately of any change in circumstance which may materially affect **our** assessment of the risk;

(iii) take reasonable steps to avoid and prevent claims;

(iv) take reasonable steps to avoid incurring unnecessary costs;

(v) send everything **we** reasonably ask for in writing;

(vi) report to **us** full and factual details of any claim as soon as practicable and give **us** any information **we** reasonably need.

2. **Notice of Insured Event**

The **insured person** shall notify **us** of any insured event which may give rise to coverage, as soon as they become aware of it. Any interested person may give such notice.

In the event that the requirement set out in the preceding paragraph is not fully complied with, all rights to coverage shall be forfeited by the **insured person** where such non-compliance has caused prejudice to **us**.

3. **Conduct and control of claim**

(i) If it is necessary to take legal proceedings, including a **tax appeal**, an **appointed representative** will be appointed by **us** on behalf of the **insured person** in accordance with **our** standard terms of appointment and will be retained by the **insured person**.

(ii) Where **we** have agreements with more than one law firm with respect to a specialty, the **insured person** may select their **appointed representative** from that panel of law firms.

(iii) The **insured person** must cooperate with **us** and must keep **us** up-to-date regarding the progress of the claim.

(iv) The **insured person** must cooperate with the **appointed representative** and must follow the recommendations of the **appointed representative**, which have been agreed to by **us**.

(v) The **insured person** must give the **appointed representative** any instructions that **we** require.

4. **Consent to access information**

The **insured person** will provide written consent, at the commencement of the retainer of the **appointed representative**, permitting the **appointed representative**, at **our** request, to give **us**, or **our** reinsurers, actuaries or auditors, or any regulatory authority or its agents, to the extent required by law, access to all correspondence, documents and records in the **appointed representative's** possession or control which are relevant to the matter. This consent will include permission to deliver up all such documents or copies of all such documents at **our** request.

5. **Offers to settle a claim**

(i) The **insured person** must tell **us** if anyone offers to settle a claim and must not negotiate or agree to a settlement without **our** written consent.

(ii) If the **insured person** does not accept an offer **we**, based on the advice of the **appointed representative**, consider reasonable to settle a claim, **we** may refuse to pay further **legal costs**.

(iii) **We** reserve the right to pay the **insured person** the reasonable amount of damages that the **insured person** is claiming, or that is being claimed against them, or negotiate a reasonable settlement of any claim, instead of starting or continuing legal proceedings. In these circumstances the **insured person** must allow **us** to take over and conduct in their name the pursuit or settlement of any claim. The **insured person** will also allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other party and must give **us** all information and assistance required.

6. **Withdrawal of coverage**

If an **insured person** settles or negotiates a claim without **our** consent, or withdraws a claim without **our** consent, or does not give to the **appointed representative** any instructions that **we** require, **we** can withdraw coverage and will be entitled to reclaim from the **insured person** any **legal costs we** have paid.

7. **Sanction limitation**

The **Insurer** shall not be deemed to provide coverage and the **Insurer** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Insurer** to any sanction, prohibition or restriction under trade or economic sanctions, laws, or regulations of Canada, the United Nations or the European Union.

8. **Assessment and recovery of costs**

(i) The **insured person** must instruct the **appointed representative** to have **legal costs** taxed, assessed or audited if **we** ask for this.

(ii) The **insured person** must take every reasonable step to recover **legal costs** that **we** have to pay and must pay **us** any amounts that are recovered.

(iii) Where a settlement is made on a without costs basis the **appointed representative** will determine what proportion of that settlement will be deemed **legal costs** and payable to or by **us**.

9. **Cancellation of a representative's appointment**

If the **appointed representative** refuses to continue acting for the **insured person**, or if the **insured person** dismisses the **appointed representative** without **our** prior consent, we may withdraw coverage for the claim.

10. **Disputes over reasonable prospects for a claim**

If there is a dispute between an **insured person** and **us** over **reasonable prospects**, the **insured person** may obtain, at their expense, an opinion, from a lawyer mutually agreed to by the **insured person** and **us**, on the merits of a claim or proceedings. If the lawyer's opinion indicates that **reasonable prospects** exist, **we** will pay the reasonable cost of obtaining the opinion.

11. **Complaint handling**

If **you** are not satisfied with any aspect of **our** service, please call **1-888-582-5586** or send an email to **customerrelations@arag.ca**.

Alternatively, you can contact us at TalkToUs@wawanesa.com.

If **you** are still not happy, **you** can contact the General Insurance OmbudService (GIO). The GIO is an independent organization which exists to help resolve problems between individuals and their insurance providers. The GIO's services are available free of charge to the customer and the GIO can be contacted by telephone (toll-free Number 1-877-225-0446), or through their website at www.giocanada.org. The GIO should be contacted only after **you** have first tried to resolve the issue directly with **us**.

If **you** are a resident of Quebec and **you** are not satisfied with the resolution offered by **us**, **you** may request that **we** send a copy of **your** file to *the Autorité des marchés financiers (AMF),* which will assess the complaint and, if necessary, offer mediation services between **you** and **us**. The *AMF* does not pay any monetary compensation with regard to consumer claims, other than cases covered under its protection and compensation programs. Additional information regarding the *AMF* complaint process can be obtained at http://www.lautorite.qc.ca/en/file-complaint-conso.html or toll free at 1-877-525-0337.

12. **Other insurance**

The **Insurer** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this coverage form did not exist.

13. **Applicable law**

This coverage form will be governed, interpreted and enforced in accordance with the laws of the province or territory where this coverage form was issued and the federal laws of Canada.

14. **Action against us**

Any action or proceeding against **us** for the recovery of any claim under this coverage form is absolutely barred unless commenced within two years after the **date of occurrence**, or prior to the expiry of the applicable limitation period in the province or territory where this coverage form was issued, whichever is earlier. Any such action or proceeding shall be held in the province or territory where this coverage form was issued and in accordance with its laws and the federal laws of Canada.

15. **Communication with us**

The **insured person** can communicate with **us** by telephone, mail or email. New claims may also be reported to **us** by mail or telephone, or via **our** website at www.arag.ca.

COMMERCIAL INSURANCE POLICY DECLARATIONS

Renewal Policy effective
Sep 01, 2022
Supersedes any previous declaration bearing the same policy number

NAMED INSURED AND ADDRESS	BROKER OFFICE
WHITEHORSE CONDO CORP #124 UNIT 111 134 SEINE SQ WHITEHORSE YT Y1A 3C3	**HUB INTERNATIONAL INSURANCE BROKERS** **101-204 LAMBERT ST** **WHITEHORSE YT Y1A 1Z4** **Telephone: 866-622-6602** **Broker Number: 0408690** **Fax: 867-667-6343**

Policy Number	Account Number	Policy Period	
31894080	33801661	From Sep 01, 2022 to Sep 01, 2023 12:01 A.M.	All times are local at the Named Insured's postal address as stated herein

Thank you for choosing The Wawanesa Mutual Insurance Company ("Wawanesa Insurance"). Your insurance policy package is your insurance contract. It includes your policy declaration and your policy wordings. Your policy declaration is a summary of the coverage and limits you have purchased. Your policy wordings, including endorsements, exclusions, limitations and conditions, provide you with a detailed explanation of your coverage. These items represent the legal contract of indemnity between you and us.

Please review the following policy coverage documents to ensure your policy meets your needs and you understand what you're covered for in the event of a claim:

- Policy declaration outlining your coverages and limits (this document)
- Policy wordings for further details of your coverages. You can download your copy at wawanesa.com/policy-wordings. You will need to enter your policy number found at the top left of this page.

For questions regarding your coverage, premium, billing, changes to your policy, including cancellation, or to request printed/emailed documents please contact your broker. For all other information, including frequently asked questions, concerns/complaints and contact details, please visit wawanesa.com or email talktous@wawanesa.com. If you need to submit a claim, visit wawanesa.com/claims or call 1-844-WAWANESA (929-2637).

Important Information about your policy:
Any operations or sales outside of Canada must be reported to Wawanesa Insurance. Contact your Broker for details.

Your Deductible(s) may have changed. Please review your policy carefully.

Your Coverage(s) may have changed. Please contact your Broker to review your policy.

The **Legal Expense Coverage** on your policy includes unlimited access to the **Telephone Legal Helpline Service**. This service is available for any legal issue, regardless of whether it is covered by your policy. To contact this service, call 1-877-347-5399. Please see your policy wording for coverage details and further information.

Personal Information Notice:
By purchasing insurance from Wawanesa, you are providing Wawanesa with the consent of all individuals insured under this policy to the collection, use and disclosure of their personal information for the purposes of communicating with them, underwriting risks on a prudent basis, investigating and paying claims, detecting and preventing fraud, offering and providing property and casualty insurance products and services to them, compiling statistics and analyzing business results, and acting as required or authorized by law. This consent applies to personal information previously collected by Wawanesa and to personal information which it may

Access your policy wordings online, anytime.

Ensure your policy meets your needs, and know what you're covered for in the event of a claim.

Scan the QR code to view your policy wordings, or visit wawanesa.com/policy-wordings

This policy contains a clause which may limit the amount payable.

"Wawanesa Insurance" is **The Wawanesa Mutual Insurance Company** and is the licensed insurer of this policy.

collect in the future for the purposes identified above. Wawanesa may at times use third party service providers to process or store personal information on its behalf. In these circumstances, the service providers are provided with only the information necessary to perform such services. In addition, Wawanesa requires them to protect the information in a manner that is consistent with its Personal Information Protection Policy and security practices. In the event that a service provider is located in a foreign jurisdiction, it is bound by the laws of that jurisdiction, which may require it to disclose personal information to the courts, law enforcement agencies, or national security authorities of the jurisdiction.

You can view our Privacy Policy at https://wawanesa.com/privacy-policy. If you have any questions or concerns about this policy or our privacy practices, please contact us at privacy@wawanesa.com or 1-844-241-0226.

Realty Select Plus

Named Insured(s): WHITEHORSE CONDO CORP #124

Policy Number: 31894080 **Account Number:** 33801661 **Policy Period:** September 1, 2022 to September 1, 2023 12:01 A.M.

Form of Organization : Corporation

Description of the Business and Operations of the Named Insured(s): 20 Apartment Style Condominium - 2 Buildings

Your full term premium is $21,515.00. Refer to the breakdown of premiums below.

Policy Summary

Location Number	Location Description	Premium per Location
1	134 SEINE SQ, WHITEHORSE YT	$19,124.00
	Premium Subtotal for Locations	**$19,124.00**
	Premium Subtotal for Tools	Included
	Premium Subtotal for Inland Marine (Miscellaneous)	Included
	Premium Subtotal for Commercial Liability	$779.00
	Premium Subtotal for Non-Owned Auto	$150.00
	Premium Subtotal for Cyber	Included
	Premium Subtotal for Crime	Included
	Premium Subtotal for Miscellaneous	Included
	Premium Subtotal for Enhancement	$1,462.00
	Total Policy Premium	**$21,515.00**

Your insurance policy includes your policy wordings. To access this document and download a copy, please visit wawanesa.com/policy-wordings.

Insured Premises

Location Number	Location Description	Principal Operations / Occupancy
1	134 SEINE SQ, WHITEHORSE YT Y1A 3C3	20 Apartment Style Condominium - 2 Buildings

Building & Contents - Location 1	Amount of Insurance	Deductible	Premium
Building 1: Year Built: 2008; Number of Storeys: 3; Construction: Frame and All Other; Heat: Electric Radiant; Sprinklered: No Sprinklers Principal Operations / Occupancy: 20 Apartment Style Condominium - 2 Buildings			

Building & Contents - Location 1	Amount of Insurance	Deductible	Premium
Coverage A - Buildings - Building and Business Contents Coverage Form (Broad Form) - Form WA3000 05 2022 No Coinsurance Valuation Basis is Replacement Cost Inflation Protection: 5%	$8,741,800	$10,000	$17,338.00
Water Damage Deductible - Form WA3034 11 2019		$25,000	
Premium Subtotal for Building & Contents - Location 1			**$17,338.00**

Location 1	Amount of Insurance	Deductible	Premium
Business Income Coverage Actual Loss Sustained (Profits) - Form WA3200 02 2019 Business Income including Rental Value			Included
Equipment Breakdown Coverage Form - Form WA8002 11 2019 Option 3 Non-Perishable Stock Limit	$8,741,800	$10,000	Included
Miscellaneous Endorsement - MANUSCRIPT - AMENDMENT - BLANKET BY-LAWS AMOUNT OF INSURANCE - Form WA3999-L1P1 (See Endorsement Form for additional details)			Included
Miscellaneous Endorsement - LMA5393 COMMUNICABLE DISEASE EXCLUSION ENDORSEMENT - Form WA3999-L1P2 (See Endorsement Form for additional details)			Included
Condominium Corporation Additional Coverages - Form WA3035 11 2019 Trustee's Fees Additional Coverage Common Expense Additional Coverage Relocation Expense Additional Coverage	 $50,000 $25,000 $10,000		Included
Earthquake - Form WA3044 11 2019 Deductible is 5% of the Amount of Insurance subject to a Minimum Deductible of $100,000	$8,741,800		$1,001.00
Flood - Form WA3043 11 2019	$8,741,800	$25,000	$339.00
Sewer Backup - Form WA3001 11 2019	$8,741,800	$25,000	$446.00
Premium Subtotal for Location 1			**$1,786.00**

Enhancement	Amount of Insurance	Premium
Property Enhancement		
Building and Business Contents Coverage - Plus Enhancement - Form WA3506 11 2019 **Cyber Loss (Commercial and Farm Liability) Policyholder Notice** - Form PH1687.2 05 2022 **Cyber Loss (Property) Policyholder Notice** - Form PH1687.1 05 2022 **Legal Expense PolicyHolder Notice EROC** - Form PH1633_1 12 2021		$11.00
Blanket By-Laws	Included	Included
Blanket Glass Deductible $1,000	Included	Included
Brands and Labels	$50,000	Included
Business Contents - Seasonal Increase	Included	Included
Catch All Clause - Aggregate Limit	$25,000	Included
Consequential Loss	Included	Included
Conviction Reward	$10,000	Included
Damage to Building by Theft	Included	Included
Debris Removal	$100,000	$11.00
Eco-Friendly Coverage Enhancement	$50,000	Included
Electronic Data Processing - Duplicates	$5,000	Included
Electronic Data Processing Research Costs	$50,000	Included

Enhancement	Amount of Insurance	Premium
Extra Expense	$50,000	Included
Flex Protect - Aggregate Limit Accounts Receivable Automatic Fire Suppression System - Accidental Discharge Exterior Paving Fine Arts Fire Department Service Charges Master Key Outdoor Trees, Shrubs, Flowers, Plants Personal Effects and Property of Others Professional Fees Valuable Papers and Records Research Costs	$250,000	Included
Home Office	$25,000	Included
Inflation Protection	5%	Included
Jewellery	Included	Included
Leasehold Interest	$25,000	Included
Loss Caused by Damage to Off-Premises Utilities	$100,000	Included
Newly Acquired or Newly Constructed Property Newly Acquired or Constructed Buildings Business Contents at Newly Acquired Locations Newly Acquired Business Contents Number of Consecutive Days : 60	 $1,000,000 $500,000 $100,000	Included
Outdoor Signs	$25,000	Included
Pollutant Clean Up and Removal	$100,000	Included
Preservation of Property	Included	Included
Property Manager's Claim Expense	$25,000	Included
Property Off-Premises Including In Transit	$50,000	Included
Water Damage, Other Liquids, Powder or Molten Material Damage	Included	Included
Business Income Enhancement		
Business Income - Plus Enhancement - Form WA3511 11 2019		Included
Broadened Coverage for Newly Acquired Locations Number of Consecutive Days: 60	Included	Included
Business Income from Dependent Properties	$50,000	Included
Business Income from Neighbouring Property	$50,000	Included
Increased Period of Restoration Due to By-Laws	$100,000	Included
Internet Service Provider Breakdown	$2,500	Included
Loss Caused by Damage to Off-Premises Utilities	$25,000	Included
Mortgage Rate Guarantee	$50,000	Included
Professional Fees	$5,000	Included
Premium Subtotal for Enhancement		**$1,462.00**

Unscheduled Tools	Amount of Insurance	Deductible	Premium
Tool Coverage Form (Broad Form) - Form WA3140 05 2022			
Unscheduled Tools Any One Item or Set of Items Newly Acquired Property Additional Coverage No Coinsurance Valuation basis is Replacement Cost (60 Months or newer)	$10,000 $2,500 $2,500	$1,000	Included
Premium Subtotal for Unscheduled Tools			**Included**

Inland Marine (Miscellaneous)	Amount of Insurance	Deductible	Premium
Installation Coverage Form - Form WA3038 05 2022	$20,000	$1,000	Included
Premium Subtotal for Inland Marine (Miscellaneous)			**Included**

Commercial Liability	Amount of Insurance	Deductible	Premium
Commercial General Liability Coverage Form - Form WA6000 05 2022			$779.00
Products-Completed Operations Aggregate	$2,000,000		
Each Occurrence	$2,000,000		
Personal and Advertising Injury Liability	$2,000,000		Included
Medical Payments - Any One Person	$10,000		Included
Tenants' Legal Liability	$1,000,000		Included
Deductible - Bodily Injury Liability, Per Occurrence basis			
Deductible - Property Damage Liability, Per Occurrence basis			
Removal of General Aggregate - Form WA6038 11 2019			
Broad Form Completed Operations - Form WA6014 11 2019			
Employee Benefits Liability Coverage - Form WA6002 08 2018	$1,000,000	$1,000	Included
Coverage - Employer's Liability - Form WA6015 11 2019			Included
Each Occurrence	$2,000,000		
Communicable Disease Exclusion Form - Form WA6095 03 2021			Included
Premium Subtotal for Commercial Liability			**$779.00**

Commercial Liability Exposures

Description	Industry Code	Basis	Basis Type	Rate	Advance Premium (Portion of Commercial Liability Premium)
Building Owners' Risk (Realty) - Apartment Style - 9 Storey or Less - No Mercantile Occupancy - Condominium (Not Townhouses)	665001	20	Per Suite	$0.00	$779.00

Non-Owned Auto	Amount of Insurance	Deductible	Premium
Standard Non-Owned Automobile Policy - Form SPF 6 07 2020	$2,000,000		$50.00
Contractual Liability Endorsement - Form SEF 96 07 2020			
Legal Liability for Damage to Hired Automobiles Endorsement - Form SEF 94 07 2020	$50,000	$1,000	$100.00
Excluding Long Term Leased Vehicles - Form SEF 99 07 2020			Included
Premium Subtotal for Non-Owned Auto			**$150.00**

Cyber	Amount of Insurance	Deductible	Premium
Cyber Coverage Form - Form WA8110 08 2020			Included
Data Compromise Response Expenses			
Aggregate Limit	$50,000	$1,000	
Sublimit Per Occurrence:			
Forensic IT Review - Amount of Insurance	$25,000		
Legal Review - Amount of Insurance	$25,000		
Public Relations - Amount of Insurance	$5,000		
Regulatory Fines and Penalties - Amount of Insurance	$25,000		
PCI Fines and Penalties - Amount of Insurance	$25,000		
1st Party Named Malware - Amount of Insurance	$50,000		
As a policyholder with Cyber Coverage, you receive free access to eRisk Hub®, a portal providing valuable data risk management tools, content and resources. Go to https://eriskhub.com/wawanesa Access code: 691160-184			
Premium Subtotal for Cyber			**Included**

Crime	Amount of Insurance	Deductible	Premium
Commercial Crime Coverage Form - Form WA3600 11 2020			Included
Armoured Motor Vehicle	$10,000		
Computer Fraud	$10,000		
Credit Card Forgery	$10,000		
Employee Dishonesty	$25,000		
Forgery or Alteration	$10,000		
Funds Transfer Fraud	$10,000		
Money Orders and Counterfeit Paper Currency	$10,000		
Money, Securities and Other Property	$10,000		
Employee Dishonesty - Third Party Bond - Form WA3607 11 2019			
Include Non-Compensated Directors and Officers as Employees - Form WA3609 11 2019			
Premium Subtotal for Crime			**Included**

Miscellaneous	Amount of Insurance	Deductible	Premium
Legal Expense Insurance for Select - Form WA8200 12 2021			Included
Employment Disputes	$100,000		
Legal Defence	$100,000		
Small Claims Court Contract Disputes & Debt Recovery	$100,000		
Statutory Licence Protection	$100,000		
Property Protection	$100,000		
Bodily Injury	$100,000		
Tax Protection	$100,000		
Telephone Legal Helpline Service (1-877-347-5399)	Unlimited		
Aggregate Limit per Annual Period	**$500,000**		
Premium Subtotal for Miscellaneous			**Included**

This policy is subject to: Common Policy and Property Conditions WA2999 08 2021; Statutory Conditions (Yukon) - SC0 08 2021; PH1687.1 05 2022; PH1633_1 12 2021; PH1687.2 05 2022; It includes the CEO Signature page Form WA2990 08 2018.

Policyholder meeting notice:
Policyholders in good standing can attend and vote (in person or by proxy) at meetings of the policyholders of Wawanesa Insurance. If you want to receive notice of these meetings, please visit wawanesa.com/annual-meeting.

Wawanesa Insurance

SUBSCRIPTION ENDORSEMENT

Renewal Policy effective
Sep 01, 2022
Supersedes any previous declaration bearing the same policy number

NAMED INSURED AND ADDRESS	BROKER OFFICE
WHITEHORSE CONDO CORP #124 UNIT 111 134 SEINE SQ WHITEHORSE YT Y1A 3C3	**HUB INTERNATIONAL INSURANCE BROKERS** **101-204 LAMBERT ST** **WHITEHORSE YT Y1A 1Z4** **Telephone: 866-622-6602** **Broker Number: 0408690** **Fax: 867-667-6343**

Policy Number	Account Number	Policy Period	
31894080	33801661	From Sep 01, 2022 to Sep 01, 2023 12:01 A.M.	All times are local at the Named Insured's postal address as stated herein

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUBSCRIPTION ENDORSEMENT - Form WA3006

This endorsement modifies insurance provided under your policy.

Certain coverages in your policy are written on a subscription basis. This means that more than one insurer participates in such coverage.

1. Each company shown in the Schedule of Subscribing Companies participates in this insurance. Each such company will pay the percentage of covered loss or damage that the Percentage Insured shown beside its name bears to the total amount of covered loss or damage under the Coverage Insured.
2. Each company shown in the Schedule of Subscribing Companies is severally and not jointly liable for its participation. Each such company has, for itself and not for others, caused this Subscription Endorsement to be signed by its authorized representative.
3. The inability or failure of one company shown in the Schedule of Subscribing Companies to pay its share of loss or damage will not increase, change or in any other way affect the obligation of any other company shown in such schedule.

Schedule of Subscribing Companies

Company	Percentage Insured	Coverage Insured	Premium	Signature
Wawanesa Insurance	100% 100% 100% 100% 100% 100% 100% 51%	Crime Cyber Equipment Breakdown Inland Marine Legal Expense Liability Non-Owned Auto Property	$0.00 $70.00 $1,198.00 $0.00 $183.00 $779.00 $150.00 $9,759.00	
Aviva Insurance Company of Canada As Arranged by Cansure	10%	Property	$1,914.00	
Certain Lloyds Underwriters under Agreement No B0572NA22BC01 as arranged by Cansure	10%	Property	$1,914.00	
Certain Lloyd's Underwriters under contract B0572NA22BC04 as arranged by Cansure	9%	Property	$1,720.00	
Certain Lloyd's Underwriters under contract B0572NA22BC05 as arranged by Cansure	10%	Property	$1,914.00	
Everest Insurance Company of Canada as arranged by Cansure	10%	Property	$1,914.00	
		Total	**$21,515.00**	

"Wawanesa Insurance" is **The Wawanesa Mutual Insurance Company** and is the licensed insurer of this policy.

Wawanesa Insurance

COMMERCIAL INSURANCE POLICY MANUSCRIPT ENDORSEMENT

Renewal Declaration effective
Sep 01, 2022
Supersedes any previous declaration bearing the same policy number

NAMED INSURED AND ADDRESS	BROKER OFFICE
WHITEHORSE CONDO CORP #124 UNIT 111 134 SEINE SQ WHITEHORSE YT Y1A 3C3	**HUB INTERNATIONAL INSURANCE BROKERS** **101-204 LAMBERT ST** **WHITEHORSE YT Y1A 1Z4** **Telephone: 866-622-6602** **Broker Number: 0408690** **Fax: 867-667-6343**

Policy Number	Account Number	Policy Period	
31894080	33801661	From Sep 01, 2022 to Sep 01, 2023 12:01 A.M.	All times are local at the Named Insured's postal address as stated herein

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MANUSCRIPT - AMENDMENT - BLANKET BY-LAWS AMOUNT OF INSURANCE - Form WA3999 - L1P1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
MANUSCRIPT - AMENDMENT - BLANKET BY-LAWS AMOUNT OF INSURANCE

This endorsement modifies insurance provided under the following:
BUILDING AND BUSINESS CONTENTS COVERAGE - BASE ENHANCEMENT (WA3500)
BUILDING AND BUSINESS CONTENTS COVERAGE - PLUS ENHANCEMENT (WA3506)

SCHEDULE - BY-LAWS AMOUNT OF INSURANCE
Location(s) “all locations”

This endorsement applies only to locations shown in the SCHEDULE - BY-LAWS AMOUNT OF INSURANCE above.

Blanket By-Laws Additional Coverage is amended as shown below:
The following replaces Paragraph (ii):
(ii) The most we will pay under this Blanket By-Laws Additional Coverage is the lesser of the following:
(1) 10% of the amount of insurance applicable to the covered locations; or
(2) $1,000,000 per covered location
Such amount is in addition to any other applicable Amount of Insurance.

All other terms and conditions remain unchanged.

00111 08-2021

All other terms, conditions and exclusions of the policy remain unchanged.

This policy contains a clause which may limit the amount payable.

COMMERCIAL INSURANCE POLICY MANUSCRIPT ENDORSEMENT

Renewal Declaration effective
Sep 01, 2022
Supersedes any previous declaration bearing the same policy number

NAMED INSURED AND ADDRESS	BROKER OFFICE
WHITEHORSE CONDO CORP #124 UNIT 111 134 SEINE SQ WHITEHORSE YT Y1A 3C3	**HUB INTERNATIONAL INSURANCE BROKERS** **101-204 LAMBERT ST** **WHITEHORSE YT Y1A 1Z4** **Telephone: 866-622-6602** **Broker Number: 0408690** **Fax: 867-667-6343**

Policy Number	Account Number	Policy Period	
31894080	33801661	From Sep 01, 2022 to Sep 01, 2023 12:01 A.M.	All times are local at the Named Insured's postal address as stated herein

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LMA5393 COMMUNICABLE DISEASE EXCLUSION ENDORSEMENT - Form WA3999 - L1P2

Page 1 of 2 LMA5393/MFICDX (09/00)
COMMUNICABLE DISEASE EXCLUSION ENDORSEMENT
Applicable to Insurer(s) as arranged by Cansure

It is hereby understood and agreed that the following exclusion applies to the subscription share of each insurer as arranged by Cansure under the following property insurance policy:
Name Insured: WHITEHORSE CONDO CORP #124
Lead Insurer: WAWANESA INSURANCE
Lead Policy Number: 31894080
Policy Effective Date: SEPTEMBER 1, 2022

COMMUNICABLE DISEASE EXCLUSION ENDORSEMENT #1 LMA5393 (For use on property policies)
1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
2.1. for a Communicable Disease, or
2.2. any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or
between organisms, and
3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of
property insured hereunder.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the policy remain the same.
COMMUNICABLE DISEASE EXCLUSION #2 MFICDX (For use on property policies)
Notwithstanding any other provision of this policy to the contrary, this policy does not insure the following::
a. What is not covered?
1. We will not pay for any:
a. loss or claim;
b. additional or increased costs;
c. emergency evacuation costs, or restricted access costs;

NAMED INSURED AND ADDRESS	BROKER OFFICE
WHITEHORSE CONDO CORP #124 UNIT 111 134 SEINE SQ WHITEHORSE YT Y1A 3C3	**HUB INTERNATIONAL INSURANCE BROKERS** **101-204 LAMBERT ST** **WHITEHORSE YT Y1A 1Z4** **Telephone: 866-622-6602** **Broker Number: 0408690** **Fax: 867-667-6343**

Policy Number	**Account Number**	**Policy Period**	All times are local at the Named Insured's postal address as stated herein
31894080	33801661	From Sep 01, 2022 to Sep 01, 2023 12:01 A.M.	

d. costs to clean-up, detoxify, remove, monitor, test, prevent, or implement;
e. economic loss;
f. loss of market, loss of use, or loss of occupancy;
g. physical loss or damage to insured property;
h. compensatory damages; nor for
i. bodily injury;
caused or resulting from, directly or indirectly, in any way by:
i. an endemic, epidemic, pandemic, or outbreak of a communicable disease;
ii. any contamination of or exposure to any infectious agent, disease, virus, pathogen, or other microorganism which includes or is capable of inducing distress, illness, disease, death, or property damage;
nor by
iii. any activity, order, or decision made by a Canadian civil authority, or other government entity to pr respond, respond to, reduce, or control any item or event listed in (i) and (ii) above;
and this exclusion applies to and modifies any coverage otherwise provided by this policy.

SECTION TWO - CONDITIONS OF THIS FORM
1. Except where modified by this form, all other terms of your policy apply and are incorporated by reference.

All other terms, conditions and exclusions of the policy remain the same.

All other terms, conditions and exclusions of the policy remain unchanged.

PLEASE REVIEW YOUR DOCUMENTS CAREFULLY AS WE HAVE MADE CHANGES TO SOME OF THE POLICY WORDINGS.

We have made some changes to your Legal Expense coverage form. The form number shown on your policy for this coverage is WA8200, WA8201, WA8202, WA8210, WA8211, WA8212 or WA8213.

Wawanesa is your insurer – we provide your coverage and pay your claims – but your Legal Expense coverage is managed for us by another company. The name of this company has changed to ARAG Legal Solutions Inc.

We have added a new provision to your Legal Expense coverage form, called MAKING A CLAIM. This provides direction on how to contact us if you have a claim that is covered by this form.

We have also made some formatting adjustments and other minor amendments.

None of these change the coverages provided by your Legal Expense form. Please contact your broker if you have any questions.

PLEASE REVIEW YOUR DOCUMENTS CAREFULLY AS WE HAVE MADE CHANGES TO SOME OF THE POLICY WORDINGS.

With the recent rapid advancement in technology, losses due to cyber risks have risen sharply. As coverage and pricing for cyber loss are not contemplated in your policy, we have added a new exclusion for Cyber loss to our property wordings, including the Building and Business Contents forms and inland marine (floater) forms.

This will result in a reduction in coverage.

Please contact your broker if you have any questions.

PLEASE REVIEW YOUR DOCUMENTS CAREFULLY AS WE HAVE MADE CHANGES TO SOME OF THE POLICY WORDINGS.

With the recent rapid advancement in technology, losses due to cyber risks have risen sharply. As coverage and pricing for cyber loss are not contemplated in your policy, we have made 2 major changes to the following liability forms:

Commercial General Liability Coverage Form

Farm General Liability Coverage Form

The 2 major changes are:

1. We have added a new exclusion for Cyber and Electronic Data; and
2. Because electronic data is now excluded in the new Cyber and Electronic Data exclusion, we have amended the Electronic Data and Access or Disclosure of Confidential or Personal Information exclusion to now only exclude Access or Disclosure of Confidential or Personal Information.

Both of these changes will result in a reduction in coverage.

We have also amended the definition of electronic data to better fit with today's technology.

Please contact your broker if you have any questions.

BUILDING AND BUSINESS CONTENTS COVERAGE FORM
(Broad Form)

Words and phrases in quotation marks have special meaning as defined in **G**. **DEFINITIONS**.

Whenever the following words are used in this Coverage Form, they will be specifically defined as follows:
You and **your** means the **Named Insured**.
We, **us** and **our** means **The Wawanesa Mutual Insurance Company**.

A. INSURED PROPERTY AND PERILS

We will pay for direct physical loss or damage to Insured Property at the “premises” described in the Declarations caused by or resulting from a peril not otherwise excluded.

1. Insured Property

Insured Property, as used in this Coverage Form, means the following types of property for which an Amount of Insurance is shown in the Declarations:

Coverage A - Buildings

We insure buildings or structures at the "premises" described in the Declarations, including:

(a) Other buildings or structures at such "premises", including garages, storage buildings, shipping containers and unlicensed trailers used for storage;
(b) Permanently installed fixtures, fittings, machinery and equipment;
(c) Outdoor signs, if permanently attached to a covered building;
(d) Outdoor fixtures;
(e) Materials, equipment and supplies on the "premises", owned by you and used to maintain or service an insured building or structure or its "premises";
(f) Completed additions;
(g) If not covered by other insurance:
  (i) Additions under construction, alterations and repairs to the building or structure;
  (ii) Materials, equipment, supplies and temporary structures, used for making additions, alterations or repairs to an insured building or structure.
(h) Growing plants, trees, shrubs and flowers used for decorative purposes inside a building you own.

Coverage B - Business Contents

We insure Business Contents located in or on the buildings at the described "premises" including:

(a) Property you own that is used in your business, including furniture, fixtures, machinery, equipment, "stock" and work or goods in progress;
(b) Similar property owned by others that is in your care, custody or control and that you are contractually obligated to insure, or for which you are legally liable for loss or damage.
(c) **(i)** Tenants' improvements and betterments, including those completed by a previous tenant. Improvements and betterments are fixtures, alterations, installations or additions:
  (1) Made a part of the building or structure you occupy but do not own; and
  (2) You acquired or made at your expense but cannot legally remove.
  (ii) If the "premises" is a condominium "unit" that you own, the improvements, betterments, fixtures and alterations within your "unit", including those completed by a previous tenant.

Coverage B does not include any property described in Coverage A.

Coverage C - Property of Every Description

We insure Buildings and Business Contents as described in **Coverage A - Buildings** and **Coverage B – Business Contents** above.

2. Insured Perils

Except as otherwise provided, this Coverage Form insures against all risks of direct physical loss of or damage to Insured Property.

B. EXCLUDED PROPERTY AND PERILS

1. Excluded Property

We will not insure loss of or damage to:

(a) Money, "cash cards", electronic currency (e-currency), notes, securities, bank notes, stamps, tickets (except lottery tickets held for sale), tokens, bills, or evidence of debt or title;
(b) Automobiles, trailers, watercraft, amphibious or air cushion vehicles, aircraft, spacecraft, motors, including equipment and accessories attached to or mounted onto all such property;
  This exclusion **(b)** does not apply to:
  (i) Watercraft, amphibious or air cushion vehicles, land vehicles or self-propelled machines (other than licensed automobiles), that you hold for sale or that have been sold but not delivered;
  (ii) Unlicensed automobiles or unlicensed trailers held for sale or used in your business when on your "premises";
(c) Crops, lawns, trees, shrubs, flowers or plants (other than "stock" of trees, shrubs, flowers or plants), all while outside buildings.

This exclusion **(c)** does not apply to lawns, trees, shrubs, flowers or plants on a vegetative roof; however, loss or damage caused by or resulting from the following perils is not insured:
(i) Dampness or dryness of atmosphere;
(ii) Changes in or extremes of temperature, heating or freezing; or
(iii) Rain, snow, ice, sleet or hail;

(d) Animals, fish or birds. This exclusion **(d)** does not apply to loss or damage caused directly by:
(i) A "Named Peril"; or
(ii) Theft or attempted theft;
to animals, fish or birds that are not "livestock";

(e) Sewers, drains and watermains located beyond the outside walls or foundation of your building. This exclusion **(e)** does not apply to loss or damage to sewers, drains or watermains located within the property lines of your "premises", caused directly by a "Named Peril".

(f) Property which, to your knowledge, has been vacant, unoccupied or shut down for more than 60 consecutive days. A building that is under construction, will not be considered vacant, unoccupied or shut down.

(g) Bridges, roadways, walkways, parking lots or other exterior paved surfaces;

(h) Property:
(i) Insured under the terms of any marine insurance; or
(ii) While waterborne, except while on a regular ferry or railway car transfer in connection with land transportation;

(i) Property after the time it leaves your custody if it is:
(i) Loaned, rented or leased to others; or
(ii) Sold by you under conditional sale, installment payment or other deferred payment plan.
This exclusion **(i)** does not apply while such property is in the custody of a carrier for hire for the purpose of delivery at your risk.

(j) Land, land value, water or groundwater. This exclusion **(j)** does not apply to packaged water products or water inside a storage tank that is used in your manufacturing or processing operations.

(k) Property:
(i) Illegally acquired, kept, stored or transported; or
(ii) Seized or confiscated for breach of any law or by order of any public authority.

(l) Property containing any polychlorinated biphenyls (also known as PCBs);

(m) Any:
(i) Pressure vessel, including its connected piping and equipment, which has normal internal working pressure greater than 103 kilopascals (15 pounds per square inch) above atmospheric pressure; or
(ii) Boiler, including its connected piping and equipment, which contains steam or water under steam pressure (except tanks having an internal diameter of 610 millimetres (24 inches) or less used for the storage of hot water for domestic use);
caused directly or indirectly by explosion, collapse, rupture, bursting, cracking, burning out or bulging of such property while connected and ready for use.
This exclusion **(m)** does not apply to:
(1) Manually portable gas cylinders;
(2) Explosion of natural, coal or manufactured gas; or
(3) Explosion of gas or unconsumed fuel within a furnace or within the gas passages from the furnace to the atmosphere;

(n) "Fine arts";

(o) "Crop inputs" or "crop outputs". This exclusion **(o)** does not apply to "crop inputs" that you hold for sale or that have been sold but not delivered.

2. Excluded Perils
SECTION I
We will not pay for loss or damage caused directly or indirectly:

(a) In whole or in part, by earthquake. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, except for loss or damage caused directly by resultant fire, explosion, smoke or leakage from "fire protective equipment", all as described and limited in the "Named Perils" definition in Section **G. DEFINITIONS**.
This exclusion **(a)** does not apply to Insured Property in transit;

(b) In whole or in part, by "flood". This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, except for loss or damage caused directly by resultant fire, explosion, smoke, leakage from "fire protective equipment", riot, vandalism or malicious acts, all as described and limited in the "Named Perils" definition in Section **G. DEFINITIONS**, and theft or attempted theft.
This exclusion **(b)** does not apply to Insured Property in transit or loss or damage caused directly by leakage from a watermain or "water container";

(c) **(i)** **(1)** By seepage, leakage or influx of water derived from natural sources through basement walls, doors, windows or other openings, foundations, basement floors, sidewalks or sidewalk lights;
(2) By water under the ground surface exerting pressure on any foundation or basement wall; or
(3) By the backing up or overflow of water from sewers, sumps, septic tanks or drains, wherever located,
unless concurrently and directly caused by a peril not otherwise excluded;
(ii) **(1)** By the entrance of rain, sleet or snow through doors, windows, skylights, roof drains or other similar wall or roof openings; or
(2) By the entrance of water or natural precipitation diffused over the surface of the roof or balcony,
unless through an aperture concurrently and directly caused by a peril not otherwise excluded;

(d) By centrifugal force, mechanical breakdown, electrical breakdown or derangement. This exclusion does not apply to loss or damage caused directly by a resultant peril not otherwise excluded;

(e) **(i)** By dampness or dryness of atmosphere;
(ii) By changes in or extremes of temperature, or by heating or freezing; or
(iii) By total or partial interruption to the supply of electricity, water, gas, oil or steam.
This exclusion **(e)** does not apply to:
(1) Loss or damage caused directly by rupture of pipes or breakage of apparatus not excluded in **(m)** of Section **B.1. Excluded Property**;
(2) Damage to pipes caused directly by freezing, unless such pipes are excluded in **(e)** and **(m)** of Section **B.1. Excluded Property**;
(3) Loss of or damage to Insured Property other than "stock" caused directly by a "Named Peril", theft or attempted theft; or
(4) Loss or damage caused directly by an accident to a transporting conveyance;

(f) **(i)** By shrinkage, evaporation, loss of weight, leakage of contents, exposure to light, or change in colour or texture or finish;
(ii) By contamination;
(iii) By marring, scratching or crushing.
This exclusion **(f)** does not apply to loss or damage caused directly by:
(1) "Named Perils";
(2) Rupture of pipes or breakage of apparatus not excluded in **(e)** and **(m)** of Section **B.1. Excluded Property**;
(3) Theft or attempted theft;
(4) An accident to a transporting conveyance;

(g) By smoke from agricultural smudging or industrial operations;

(h) By gnawing, nesting or infestation, or discharge or release of waste products or secretions, by animals, insects or birds. This exclusion **(h)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded;

(i) By delay, loss of market, or loss of use or occupancy;

(j) In whole or in part, by war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;

(k) **(i)** By any nuclear incident (as defined in the *Nuclear Liability and Compensation Act* (Canada) or any other nuclear liability act, law or statute, or any amending law) or nuclear explosion. This exclusion applies whether or not there are one or more causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, except loss or damage caused directly by resultant fire, lightning or explosion of natural, coal or manufactured gas, all as described in the "Named Perils" definition in Section **G. DEFINITIONS**;
(ii) By contamination by radioactive material. This exclusion applies whether or not there are one or more causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;

(l) **(i)** By any dishonest or criminal act committed by you or your agent, acting alone or in collusion with others;
(ii) By theft or attempted theft committed by any employee of yours, acting alone or in collusion with others;
(iii) By any dishonest or criminal act committed by anyone, except as stated in **(l) (ii)**, when you or your agent knew or ought to have known of the dishonest or criminal act prior to the loss or damage.
This exclusion **(l) (iii)** does not apply if, upon becoming aware of the dishonest or criminal act and prior to the loss or damage, you or your agent immediately notifies the police and us.
These exclusions **(l) (i)** and **(l) (iii)** above do not apply to a claim by an "innocent co-insured" for loss of or damage to property in which they have a legal interest, but only to the extent of their proportional interest in that property;

(m) By snowslide, landslide, subsidence or other earth movement. This exclusion does not apply to Business Contents, property in transit, or to loss or damage caused directly by resultant fire, explosion, smoke or leakage from "fire protective equipment", all as described in the "Named Perils" definition in Section **G. DEFINITIONS**;

(n) By explosion (except explosion of natural, coal, or manufactured gas), collapse, rupture, bursting, cracking, burning out or bulging of the following property owned, operated or controlled by you:
(i) The portions containing steam or water under steam pressure of all boilers generating steam, and piping or other equipment connected to such boilers and containing steam or water under steam pressure;
(ii) Piping and apparatus or their parts normally containing steam or water under steam pressure from an external source and while under such pressure;

(iii) Other vessels and apparatus and their connected pipes while under pressure, or while in use or in operation, provided their maximum normal internal working pressure exceeds 103 kilopascals (15 pounds per square inch) above atmospheric pressure, but this exclusion does not apply to loss or damage resulting directly from the explosion of manually portable gas cylinders or of tanks having an internal diameter of 610 millimetres (24 inches) or less used for the heating and storage of hot water for domestic use;

(iv) Moving or rotating machinery or its parts;

(v) Any vessels and apparatus and their connected pipes while undergoing pressure tests, but this exclusion does not apply to other Insured Property that has been damaged by such explosion;

(vi) Gas turbines.

This exclusion **(n)** does not apply to loss or damage caused by resultant fire;

(o) By settling, expansion, contraction, moving, shifting or cracking. This exclusion does not apply to Business Contents or to loss or damage caused directly and concurrently by a peril not otherwise excluded;

(p) Proximately or remotely, arising in consequence of or contributed to by the enforcement of any by-law, regulation, ordinance, building code, construction code or law regulating zoning or the demolition, use, repair or construction of buildings or structures, including the cost of removing any debris.
This exclusion **(p)** applies whether or not the building or structure has sustained direct physical loss or damage;

(q) By seizure or destruction of property by order of governmental authority. But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread;

(r) By artificially generated electric current, including electric arcing, that disturbs electrical devices, appliances or wires. But if loss or damage by fire or explosion results, we will pay for that resulting loss or damage;

(s) By rain, snow, ice or sleet to Business Contents in the open;

(t) By unauthorized instructions to transfer property to any person or to any place;

(u) **(i)** By wear and tear;

(ii) By rust, corrosion, oxidation or chemical reduction;

(iii) By gradual deterioration, wet or dry rot, hidden or latent defect or any quality in property that causes it to damage or destroy itself.

This exclusion **(u)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded;

(v) By faulty, improper or defective material, workmanship or design.
This exclusion **(v)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded.
We will not pay for any cost to correct or make good the faulty, improper or defective material, workmanship or design, or to tear down, tear out, repair or replace any property to correct the faulty, improper or defective material, workmanship or design;

(w) By unexplained loss, mysterious disappearance, or the shortage of Business Contents disclosed on taking inventory;

(x) By voluntary parting with any property by you or anyone entrusted with the property if induced to do so with the use or unauthorized use of any financial instrument, including any fraudulent, forged or altered credit card, debit card, "cash card", electronic currency (e-currency), bank draft, cheque, money order or counterfeit currency;

(y) To Business Contents while actually being worked upon and directly resulting from such work or caused by any repairing, adjusting or servicing of such property. This exclusion **(y)** does not apply to loss or damage caused directly by resultant fire or explosion.

SECTION II

(a) Pollution

We will not pay for:

(i) Loss or damage caused directly or indirectly by any actual or alleged spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants", or the cost or expense of any resulting clean up. This exclusion does not apply:

(1) If the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants" occurs during the policy period and is directly caused by a peril not otherwise excluded; or

(2) To loss or damage caused directly by a resultant peril not otherwise excluded;

(ii) The cost or expense for any testing, monitoring, evaluating or assessing of an actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants".

(b) Data

(i) We will not pay for loss or damage to "data".

(ii) We will not pay for loss or damage caused directly or indirectly by a "data problem". This exclusion **(b)(ii)** does not apply to loss or damage caused directly by resultant fire, explosion, smoke or leakage from “fire protective equipment”, all as described in the "Named Perils" definition in Section **G. DEFINITIONS**;

(c) Fungi and Spores

We will not pay for:

(i) Loss or damage consisting of or caused directly or indirectly, in whole or in part, by any "fungi" or "spores". This exclusion does not apply:

(1) If the "fungi" or "spores" are directly caused by a peril not otherwise excluded in this form that occurs during the policy period; or

(2) To loss or damage caused directly by a resultant peril not otherwise excluded in this form;

(ii) The cost or expense for any testing, monitoring, evaluating or assessing of "fungi" or "spores".

(d) Terrorism

This Coverage Form does not insure loss or damage caused directly or indirectly, in whole or in part, by "terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism". This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect.

(e) Communicable Disease

We will not pay for:

(i) Loss or damage caused directly or indirectly, in whole or in part, by a "communicable disease".

(ii) The cost or expense for any testing, monitoring, evaluating, assessing or clean-up of “communicable disease”.

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

(f) Cyber Loss

We will not pay for:

(i) Loss or damage caused directly or indirectly, in whole or in part, by "cyber loss"; or

(ii) The cost or expense caused directly or indirectly by any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any "data", including any amount pertaining to the value of such "data".

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. However, this exclusion does not apply to loss or damage caused directly by resultant fire or explosion.

C. LIMITATIONS

1. Cannabis

We will not pay for loss or damage to that quantity of cannabis or cannabis product that is in excess of any federal or applicable provincial or territorial legal limit.

2. Furs, Jewellery and Precious Stones

We will not pay more than the following limits for each group of property below, unless the loss or damage is caused by "Named Perils":

(a) $5,000 for furs, fur garments and garments trimmed with fur;

(b) $5,000 for jewels, jewellery, watches, pearls, precious stones or semi-precious stones. This limit does not apply to jewellery and watches worth $100 or less per item; or

(c) $2,500 for bullion, platinum and other precious metals or their alloys.

3. Glass

We will not pay for loss or damage to exterior glass or vitrolite or any lettering or ornamentation on either, unless the loss or damage is caused by "Named Perils".

D. AMOUNTS OF INSURANCE

The most we will pay for loss or damage in any one occurrence is the applicable Amount of Insurance shown in the Declarations or in any schedule or endorsement that is part of this Coverage Form.

E. DEDUCTIBLE

We are liable for the amount by which the loss or damage in any one occurrence caused by an insured peril exceeds the amount of the deductible shown in the Declarations.

F. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Common Policy And Property Conditions:

1. Co-insurance Clause

This clause applies separately to each item for which a co-insurance percentage is shown in the Declarations and only where the amount of loss or damage exceeds the lesser of 5% of the applicable amount of insurance or $25,000.

You will maintain insurance concurrent with this form on the Insured Property to the extent of at least the amount produced by multiplying the value of the property as determined in **2. Valuation Clause** below, by the co-insurance percentage shown in the Declarations. If you fail to do so, you will be entitled to recover only that portion of any loss that the amount of insurance in force at the time of loss bears to the amount of insurance required to be maintained by this clause.

2. Valuation Clause

We will determine the value of Insured Property as follows:

(a) Replacement Cost

At Replacement Cost (without deduction for depreciation) if the Valuation basis shown in the Declarations indicates Replacement Cost, except as provided in Paragraphs **(c)** through **(g)** below. If Replacement Cost is shown in the Declarations, Paragraph **(b) Actual Cash Value** below does not apply.

(i) You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim on a replacement cost basis if you notify us of your intent to do so within 180 days after the loss or damage.

(ii) We will not pay on a replacement cost basis for any loss or damage:

(1) Until the lost or damaged property is actually repaired or replaced; and

(2) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

(iii) We will not pay more for loss or damage on a replacement cost basis than the least of:

(1) The cost to replace, on the same "premises", the lost or damaged property with new property:

(a) Of comparable material and quality; and

(b) Used for the same purpose;

(2) The amount you actually spend that is necessary to repair or replace the lost or damaged property; or

(3) The amount of insurance applicable to the lost or damaged property.

If a building is rebuilt at a different site, the cost described in **(a)(iii)(1)** above is limited to the cost which would have been incurred had the building been rebuilt at the original “premises”.

(b) Actual Cash Value

At Actual Cash Value if the Valuation basis shown in the Declarations indicates Actual Cash Value. If Actual Cash Value is shown in the Declarations, Paragraphs **(a) Replacement Cost** and **(f)** in this **Valuation Clause** do not apply.

Actual cash value is determined as at the time and place of loss or damage to the Insured Property. We will not pay more for loss or damage on an actual cash value basis than the least of:

(i) The cost to repair or replace the lost or damaged property less any depreciation; or

(ii) The amount of insurance applicable to the lost or damaged property.

In determining depreciation, we will consider:

(1) The condition of the property immediately before the loss or damage;

(2) The resale value of the property immediately before the loss or damage;

(3) The normal life expectancy of the property; and

(4) Obsolescence.

(c) **(i)** On unsold "stock", Actual Cash Value plus the cost of your work (labour and materials) performed on the property;

(ii) On sold "stock", the selling price less discounts and expenses you otherwise would have incurred.

(d) The following property at actual cash value:

(i) Used or second-hand merchandise held in storage or for sale;

(ii) Surplus or obsolete property that is no longer used by you;

(iii) Property of others;

(iv) Manuscripts;

(e) On glass at the cost of replacement with safety glazing material if required by law.

(f) On tenants’ improvements and betterments at:

(i) The cost to replace if repaired or replaced with due diligence and dispatch on the same site, or if this is not possible, the cost of moving, temporary storage and restoration on another site.

(ii) The pro-rated original cost of such improvements and betterments for the balance of the lease term, if you do not repair or replace such improvements and betterments promptly. If your lease contains a renewal option, the expiration of the renewal option will be used for the preceding calculation instead of the expiration of the current lease term.

(iii) The cost to replace such improvements and betterments at this or another location, if the building owner exercises the cancellation clause in your lease because of a peril not otherwise excluded (even if your tenants’ improvements and betterments are not damaged or destroyed by such peril) and your interest in such improvements and betterments reverts to the building owner.

We are not liable for any loss of leasehold interest in tenants’ improvements resulting from you exercising an option to cancel the lease;

(g) On valuable papers and records including those which exist on electronic or magnetic media (other than prepackaged software programs), at the cost of:

(i) Blank materials for reproducing the records; and

(ii) Labour to transcribe or copy the records if duplicates exist.

3. Pairs, Sets or Parts

(a) In case of loss or damage to any part of a pair or set we may:

(i) Repair or replace any part to restore the pair or set to its value before the loss or damage; or

(ii) Pay the difference between the value of the pair or set before and after the loss or damage.

(b) In case of loss or damage to any part of Insured Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

4. Subrogation

(a) Upon making any payment or assuming liability for payment under this Coverage Form, we will be subrogated to all your rights of recovery against others and may bring action to enforce such rights. We will have the right to control such subrogation. Following loss or damage, you will not take any action that harms or prejudices your or our rights of recovery against others, nor will you do anything to impair those rights.

All rights of subrogation with respect to insurance provided by this Coverage Form are waived against:

(i) Any person or organization for whom insurance is provided by this Coverage Form; and

(ii) If the "premises" is a condominium building and you are a "condominium corporation":

(1) Your directors, property managers, agents and employees; and

(2) The owner of a "unit" and, if residents of the household of the owner of a "unit", his or her spouse, the relatives of either and any person under the age of 21 in the care of such owner or his or her spouse provided that you have waived your right of legal action against such persons prior to the loss. However, this waiver of subrogation does

not apply to intentional loss or damage caused by such persons to the common areas of the described "premises".

Independent contractors will not be considered to be your directors, property managers, agents or employees.

(b) Where the net amount recovered, after deducting the costs of recovery, is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount will be divided between you and us in the proportion in which the loss or damage has been borne by each party respectively.

(c) You may waive your rights of subrogation against another party:

(i) Prior to a loss under this Coverage Form; or

(ii) After a loss under this Coverage Form if that party is someone insured by this insurance, a business firm owned or controlled by you, a business firm that owns or controls you, or your tenant.

This will not affect your right to recover.

G. DEFINITIONS

1. **"Cash Cards"** means cards designed to store a cash value by electronic means as a mode of payment and without direct access to a bank or other account. "Cash cards" do not include electronic currency (e-currency).
2. **"Communicable Disease"**
   (a) Means any:
   (i) Virus;
   (ii) Bacterium; or
   (iii) Other microorganism;
   that induces or is capable of inducing physical distress, illness or disease.
   (b) Includes any fear or threat (whether actual or perceived) of such virus, bacterium or other microorganism.
3. **"Computer System"** includes the following (whether or not mobile or portable):
   (a) Computer, hardware or peripheral computer equipment;
   (b) Communication or control system;
   (c) Electronic machine, device or instrument;
   (d) Server, cloud or networking equipment;
   (e) Microcontroller or microprocessor;
   (f) Input, output, or data storage device; or
   (g) Software, applications, program, process or code;
   that is owned, leased, rented, operated or controlled by you or any other party.
4. **"Condominium Corporation"** means a corporation constituted under provincial or territorial legislation relating to condominiums or co-ownership by declaration. It refers to a strata corporation in British Columbia and to a syndicate in Quebec.
5. **"Crop Inputs"** means:
   (a) Seeds used for production in the cultivation of "grain", "produce" or "hay, straw, silage or feed";
   (b) Fertilizers and chemicals, including herbicides and pesticides; and
   (c) Packaging or silage bags for property described in Paragraphs **(a)** and **(b)** above.
6. **"Crop Outputs"** means "grain", "produce" or "hay, straw, silage or feed".
7. **"Cyber Act"** means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof, involving access to, processing of, use of or operation of, any "computer system".
8. **"Cyber Incident"** means any:
   (a) Error or omission or series of related errors or omissions involving access to, processing of, use of or operation of, any "computer system"; or
   (b) Partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate, any "computer system".
9. **"Cyber Loss"**
   (a) Means any "cyber act" or "cyber incident".
   (b) Includes any action taken or failure to be taken by you or anyone acting on your behalf in controlling, preventing, suppressing, mitigating or remediating any "cyber act" or "cyber incident".
10. **"Data"** means representations of information or concepts, in any form.
11. **"Data Problem"** means:
    (a) Erasure, destruction, corruption, misappropriation, misinterpretation of "data";
    (b) Error in creating, amending, entering, deleting or using "data"; or
    (c) Inability to receive, transmit or use "data".
12. **"Fine Arts"** means paintings, etchings, pictures, tapestries and other bona fide works of art (such as valuable rugs, statuary, marbles, bronzes, antique furniture, rare books, manuscripts, antique silver, porcelains, rare glass and bric-a-brac) or other articles of rarity, historical value or artistic merit.
13. **"Fire Protective Equipment"** includes tanks, watermains, hydrants, valves and any other apparatus whether used solely for fire protection or jointly for fire protection and for other purposes, but does not include:
    (a) Branch piping from a joint system where such branches are used entirely for purposes other than fire protection;
    (b) Any watermains or appurtenances located outside of the "premises" and forming a part of the public water distribution system; or

(c) Any pond or reservoir in which the water is impounded by a dam.

14. **"Flood"** means:
    (a) The breaking out or overflow of any natural or artificial body of water, waves, storm surge, seiche, tides, tidal wave or tsunami; or
    (b) The unusual and rapid accumulation, overflow or runoff of water or natural precipitation temporarily diffused over the surface of the ground.
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. **"Grain"** means whole threshed grain, seeds grown for sale, peas, lentils and beans.
17. **"Hay, Straw, Silage or Feed"** means:
    (a) Stacked or baled hay or straw;
    (b) Silage or feed;
    (c) Commercial feed supplements; or
    (d) Concentrates or processed grains;
    all for livestock consumption.
18. **"Innocent Co-insured"** means any Insured who is a natural person and who has not abetted, colluded or consented to any dishonest or criminal act which resulted in loss or damage.
19. **"Livestock"** means any breed or population of animal kept for a useful or commercial purpose. These uses include the production of meat, dairy products, eggs and clothing materials.
20. **"Named Perils"** means the following perils:
    (a) Fire or Lightning
    (b) Explosion: Except with respect to the explosion of natural, coal or manufactured gas, there shall in no event be any liability for loss or damage caused by explosion, collapse, rupture, bursting, cracking, burning out or bulging of the following property owned, operated or controlled by you:
        (i) **(1)** The portions containing steam or water under steam pressure of all boilers generating steam, and piping or other equipment connected to such boilers and containing steam or water under steam pressure;
        (2) Piping and apparatus or their parts normally containing steam or water under steam pressure from an external source and while under such pressure;
        (3) The combustion chambers or fire boxes of steam generating boilers of the chemical recovery type and the flues or passages which conduct the gases of combustion from them;
        (4) Smelt dissolving tanks;
        (ii) Other vessels and apparatus and their connected pipes while under pressure, or while in use or in operation, provided their maximum normal internal working pressure exceeds 103 kilopascals (15 pounds per square inch) above atmospheric pressure, except that liability is specifically assumed for loss or damage resulting from the explosion of manually portable gas cylinders;
        (iii) Moving or rotating machinery or parts of same when such loss or damage is caused by centrifugal force or mechanical breakdown;
        (iv) Any vessels and apparatus and their connected pipes while undergoing pressure tests, but this exclusion does not apply to other Insured Property that has been damaged by such explosion;
        (v) Gas turbines.
        The following are not explosions within the intent or meaning of this paragraph **(b)**:
        (1) Electric arcing or any coincident rupture of electrical equipment due to such arcing;
        (2) Bursting or rupture caused by hydrostatic pressure or freezing;
        (3) Bursting or rupture of any safety disc, rupture diaphragm or fusible plug.
    (c) Impact by Aircraft, Spacecraft or Land Vehicle: Aircraft and spacecraft include articles dropped from them.
        There shall in no event be any liability for cumulative damage or for loss or damage:
        (i) Caused by land vehicles belonging to you or under your control or under the control of any of your employees;
        (ii) To aircraft, spacecraft or land vehicles causing the loss;
        (iii) Caused by any aircraft or spacecraft when being taxied or moved inside or outside of a building.
    (d) Riot, Vandalism or Malicious Acts: Riot includes open assemblies of strikers inside or outside the "premises" who have quit work, and of locked-out employees.
        There shall in no event be any liability for loss or damage due to:
        (i) Cessation of work or by interruption to process or business operations or by change in temperature;
        (ii) "Flood" or release of water impounded by a dam, or due to any explosion other than an explosion in respect of which there is insurance under Paragraph **(b)** of this "Named Perils" definition;
        (iii) Theft or attempted theft.
    (e) Smoke means smoke due to a sudden, unusual and faulty operation of any stationary furnace. There shall in no event be any liability for any cumulative damage.
    (f) Leakage From "Fire Protective Equipment" means:
        (i) The leakage or discharge of water or other substances from;
        (ii) The collapse of; or
        (iii) The rupture due to freezing of;
        "fire protective equipment" for the "premises".

(g) Windstorm or Hail:
There shall in no event be any liability for loss or damage:
(i) To the interior of the Building or to Business Contents unless damage occurs concurrently with and results from an aperture caused by windstorm or hail;
(ii) Directly or indirectly caused by any of the following, whether driven by wind or due to windstorm or not: snow-load, ice-load, tidal wave, high water, overflow, "flood", waterborne objects, waves, ice, land subsidence, landslip.

(h) Falling Objects: Falling objects does not include loss or damage to the interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.

(i) Weight of Snow, Ice or Sleet

(j) Specified Water Damage means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam not excluded by Excluded Peril **(n)**.

21. **"Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including odour, vapour, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
22. **"Premises"** means the entire area within the property lines and areas under adjoining sidewalks and driveways at each location shown in the Declarations, or in the open (or in or on a vehicle) within 100 metres of such location.
23. **"Produce"** means agricultural products of the soil, including fruits and vegetables.
24. **"Spores"** includes one or more reproductive particles or microscopic fragments produced by, emitted from or arising out of any “fungi”.
25. **"Stock"** means merchandise held in storage for sale, raw materials and in-process or finished goods, including supplies and packing, wrapping, shipping or advertising materials.
26. **"Terrorism"** means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group, organization or government for the purpose of influencing any government or instilling fear in the public or a section of the public.
27. **"Unit"** means the unit as defined in the declaration, description or bylaws of the "condominium corporation" or provincial or territorial legislation relating to condominiums or divided co-ownerships. It refers to a strata lot in British Columbia and to a private portion in Quebec.
28. **"Water Container"** means
(a) Your piping system, process equipment or tank; or
(b) Any other device or apparatus,
at the "premises" used for containing, heating, chilling, or dispensing water or ice. "Water container" does not include any:
(i) Watermain located beyond the bearing walls or foundations of the "premises";
(ii) Sewer, sump or septic system;
(iii) Drain;
(iv) Penstock, raceway, sluice, flume, reservoir or dam; or
(v) Water treatment plant or sewage treatment plant,
or any part thereof.

TOOL COVERAGE FORM (Broad Form)

Words and phrases in quotation marks have special meaning as defined in **G. DEFINITIONS**.

Whenever the following words are used in this Coverage Form, they will be specifically defined as follows:

You and **your** means the **Named Insured.**

We, us and **our** means **The Wawanesa Mutual Insurance Company**.

A. INSURED PROPERTY AND PERILS

We will pay for direct physical loss or damage to Insured Property caused by or resulting from a peril not otherwise excluded.

1. Insured Property

This form insures tools used in your business, including attachments and accessories to such property, which are:

(a) Owned by you; or

(b) Leased, rented or borrowed from others while in your care, custody or control and for which you are legally liable.

The Declarations will indicate whether the Insured Property is:

(1) Scheduled Tools. Scheduled tools will be specifically listed in the Declarations.

(2) Unscheduled Tools.

2. Insured Perils

Except as otherwise provided, this Coverage Form insures against all risks of direct physical loss of or damage to Insured Property.

B. EXCLUDED PROPERTY AND PERILS

1. Excluded Property

We will not insure loss of or damage to:

(a) Property illegally acquired, kept, stored or transported; or

(b) Property that belongs to your employee.

2. Excluded Perils

SECTION I

We will not pay for loss or damage caused directly or indirectly:

(a) By centrifugal force, mechanical breakdown, electrical breakdown or derangement.

This exclusion **(a)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded.

(b) **(i)** By dampness or dryness of atmosphere;

(ii) By changes in or extremes of temperature, or by heating or freezing;

(iii) By marring or scratching; or

(iv) By gnawing, nesting or infestation, or discharge or release of waste products or secretions, by animals, insects or birds.

This exclusion **(b)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded.

(c) By delay, loss of use or loss of market.

(d) In whole or in part, by war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

(e) **(i)** By any nuclear incident (as defined in the *Nuclear Liability And Compensation Act* (Canada) or any other nuclear liability act, law or statute, or any amending law) or nuclear explosion. This exclusion applies whether or not there are one or more causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, except loss or damage caused directly by resultant fire, lightning or explosion of natural, coal or manufactured gas;

(ii) By contamination by radioactive material. This exclusion applies whether or not there are one or more causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

(f) **(i)** By any dishonest or criminal act committed by you or your agent, acting alone or in collusion with others;

(ii) By theft or attempted theft committed by any employee of yours, acting alone or in collusion with others;

(iii) By any dishonest or criminal act committed by anyone, except as stated in **(f)(ii)**, when you or your agent knew or ought to have known of the dishonest or criminal act prior to the loss or damage.

This exclusion **(f)(iii)** does not apply if, upon becoming aware of the dishonest or criminal act and prior to the loss or damage, you or your agent immediately notifies the police and us.

These exclusions **(f)(i)** and **(f)(iii)** above do not apply to a claim by an "innocent co-insured" for loss of or damage to property in which they have a legal interest, but only to the extent of their proportional interest in that property.

(g) By seizure or destruction of property by order of governmental authority. But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread.

(h) By artificially generated electric current, including electric arcing, that disturbs electrical devices, appliances or wires.

But if loss or damage by fire or explosion results, we will pay for that resulting loss or damage.

(i) By wear and tear, any quality in the property that causes it to damage or destroy itself, hidden or latent defect, gradual deterioration, rust or corrosion.

This exclusion **(i)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded.

(j) By faulty, improper or defective material, workmanship or design.

This exclusion **(j)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded.

(k) By unexplained loss, mysterious disappearance or the shortage of property disclosed on taking inventory.

(l) By processing or work upon property. But if loss or damage by fire or explosion results, we will pay for that resulting loss or damage.

SECTION II

(a) Pollution

We will not pay for loss or damage caused directly or indirectly by the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants". This exclusion does not apply to loss or damage caused directly by a resultant peril not otherwise excluded.

(b) Terrorism

This Coverage Form does not insure loss or damage caused directly or indirectly, in whole or in part, by "terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism". This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect.

(c) Communicable Disease

We will not pay for:

(i) Loss or damage caused directly or indirectly, in whole or in part, by a "communicable disease".

(ii) The cost or expense for any testing, monitoring, evaluating, assessing or clean-up of “communicable disease”.

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

(d) Cyber Loss

We will not pay for:

(i) Loss or damage caused directly or indirectly, in whole or in part, by "cyber loss"; or

(ii) The cost or expense caused directly or indirectly by any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any "data", including any amount pertaining to the value of such "data".

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. However, this exclusion does not apply to loss or damage caused directly by resultant fire or explosion.

C. ADDITIONAL COVERAGES

1. Preservation of Property

If you give us written notice within 10 days of removal of your Insured Property because of imminent danger of loss or damage by an insured peril, we will pay for direct loss or damage by an insured peril while such property is temporarily at a safe place or while being taken to or returned from such place.

The Amount of Insurance applicable to this Preservation of Property Additional Coverage is included in and does not increase the Amount of Insurance for the Insured Property.

2. Newly Acquired Property

You may extend the insurance that applies to Insured Property to apply to new items of property of a type already covered by this Coverage Form. Insurance under this Additional Coverage will end when any one of the following first occurs:

(a) The policy expires;

(b) 30 days after you acquire the property; or

(c) You report the values to us.

We will charge you additional premium for values reported from the date you acquire the item of property.

The Amount of Insurance for this Additional Coverage is shown in the Declarations. This Additional Coverage is additional insurance that applies in addition to the applicable Amount of Insurance.

Paragraph **1. Coinsurance** in **F. ADDITIONAL CONDITIONS** does not apply to this Additional Coverage.

D. AMOUNTS OF INSURANCE

The most we will pay for loss or damage in any one occurrence is the applicable Amount of Insurance shown in the Declarations or in any schedule or endorsement that is part of this Coverage Form.

1. If Insured Property is Scheduled Tools, an Amount of Insurance is listed in the Declarations for each scheduled item.

2. If Insured Property is Unscheduled Tools:

(a) The Occurrence Amount of Insurance is the most we will pay for loss or damage to all separate items or sets of items of Insured Property in any one occurrence, no matter how many items or sets of items are involved; and

(b) The Any One Item or Set of Items Amount of Insurance is the most we will pay for loss or damage to any single item or set of items in any one occurrence.

E. DEDUCTIBLE

1. We are not liable for covered loss or damage in any one occurrence until the amount of such loss or damage exceeds the amount of the deductible shown in the Declarations.

2. If more than one deductible applies to loss or damage in any one occurrence, only the highest of any such deductibles will apply.

F. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Common Policy and Property Conditions:

1. Coinsurance

This clause applies separately to each item for which a co-insurance percentage is specified in the Declarations and only where the amount of loss or damage exceeds the lesser of 2% of the applicable amount of insurance or $5,000.

You will maintain insurance concurrent with this form on the Insured Property to the extent of at least the amount produced by multiplying the value of the property as determined in **2.** Valuation Clause below, by the co-insurance percentage specified in the Declarations. If you fail to do so, you will be entitled to recover only that portion of any loss that the amount of insurance in force at the time of loss bears to the amount of insurance required to be maintained by this clause.

2. Valuation

We will determine the value of Insured Property as follows:

(a) Replacement Cost for Certain Items Newly Purchased by You Within 60 Months

(i) At Replacement Cost (without deduction for depreciation) if the Valuation basis shown in the Declarations indicates Replacement Cost for Certain Items Newly Purchased by You Within 60 Months. If such Valuation basis is shown in the Declarations, Replacement Cost applies to Insured Property:

(1) Of which you are the original purchaser (exclusive of the selling dealer); and

(2) To which the covered loss or damage occurred within 60 months of the date such property was first delivered to you; or

(3) That is rented or leased to you, but only if you are responsible for replacement cost under the terms of the rental or lease agreement.

If Replacement Cost applies, Paragraph **(b) Actual Cash Value** below does not apply.

Replacement Cost does not apply to:

(4) Betterments resulting from the repair or replacement of Insured Property that has prior unrepaired damage; or

(5) Any increase in loss resulting from the enforcement of any restriction or prohibition in any regulation, ordinance or law.

(ii) You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim on a replacement cost basis if you notify us of your intent to do so within 180 days after the loss or damage.

(iii) We will not pay on a replacement cost basis for any loss or damage:

(1) Until the lost or damaged property is actually repaired or replaced; and

(2) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

(iv) We will not pay more for loss or damage on a replacement cost basis than the least of:

(1) The cost to replace the lost or damaged property with new property:

(a) Of comparable material and quality; and

(b) Used for the same purpose;

(2) The amount you actually spend that is necessary to repair or replace the lost or damaged property; or

(3) The amount of insurance applicable to the lost or damaged property.

(b) Actual Cash Value

At Actual Cash Value if the Valuation basis shown in the Declarations indicates Actual Cash Value. If Actual Cash Value is shown in the Declarations, Paragraph **(a) Replacement Cost for Certain Items Newly Purchased by You Within 60 Months** in this **Valuation Clause** does not apply.

Actual cash value is determined as at the time and place of loss or damage to the Insured Property. We will not pay more for loss or damage on an actual cash value basis than the least of:

(i) The cost to repair or replace the lost or damaged property less any depreciation; or

(ii) The amount of insurance applicable to the lost or damaged property.

In determining depreciation, we will consider:

(1) The condition of the property immediately before the loss or damage;

(2) The resale value of the property immediately before the loss or damage;

(3) The normal life expectancy of the property; and

(4) Obsolescence.

G. DEFINITIONS

1. "Communicable Disease"

(a) Means any:

(i) Virus;

(ii) Bacterium; or

(iii) Other microorganism;

that induces or is capable of inducing physical distress, illness or disease.

(b) Includes any fear or threat (whether actual or perceived) of such virus, bacterium or other microorganism.

2. "Computer System" includes the following (whether or not mobile or portable):

(a) Computer, hardware or peripheral computer equipment;

(b) Communication or control system;

(c) Electronic machine, device or instrument;

(d) Server, cloud or networking equipment;

(e) Microcontroller or microprocessor;

(f) Input, output, or data storage device; or

(g) Software, applications, program, process or code;

that is owned, leased, rented, operated or controlled by you or any other party.

3. "Cyber Act" means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof, involving access to, processing of, use of or operation of, any "computer system".

4. "Cyber Incident" means any:

(a) Error or omission or series of related errors or omissions involving access to, processing of, use of or operation of, any "computer system"; or

(b) Partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate, any "computer system".

5. **"Cyber Loss"**

   (a) Means any "cyber act" or "cyber incident".

   (b) Includes any action taken or failure to be taken by you or anyone acting on your behalf in controlling, preventing, suppressing, mitigating or remediating any "cyber act" or "cyber incident".

6. **"Data"** means representations of information or concepts, in any form.

7. **"Innocent Co-insured"** means any Insured who is a natural person and who has not abetted, colluded or consented to any dishonest or criminal act which resulted in loss or damage.

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

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

INSTALLATION COVERAGE FORM

Words and phrases in quotation marks have special meaning as defined in **G**. **DEFINITIONS**.

Whenever the following words are used in this Coverage Form, they will be specifically defined as follows:

You and **your** means the **Named Insured.**

We, us and **our** means **The Wawanesa Mutual Insurance Company**.

A. INSURED PROPERTY AND PERILS

We will pay for direct physical loss or damage to Insured Property caused by or resulting from a peril not otherwise excluded.

1. Insured Property

Insured Property, as used in this Coverage Form, means:

(a) Your materials, equipment and supplies intended to enter into and form part of the installation, that are:

(i) On the "job site", while awaiting and during installation and testing;

(ii) In transit to the "job site" or any other temporary storage site, including loading and unloading; or

(iii) In storage at any other location, but not while:

(1) Being manufactured; or

(2) Undergoing any process.

(b) Similar property of others in your care, custody or control.

(c) Temporary buildings and other structures built or assembled at the "job site", including cribbing, scaffolding, falsework, hoardings, excavation and construction forms and other similar property, but only to the extent that their replacement or restoration is necessary to complete the installation.

2. Insured Perils

Except as otherwise provided, this Coverage Form insures against all risks of direct physical loss of or damage to Insured Property.

B. EXCLUDED PROPERTY AND PERILS

1. Excluded Property

We will not insure loss of or damage to:

(a) Property otherwise specifically insured;

(b) Contractors' machinery, tools or equipment, except as provided under Paragraph **(c)** of **A.1. Insured Property**;

(c) Property:

(i) Illegally acquired, kept, stored or transported; or

(ii) Seized or confiscated for breach of any law or by order of any public authority;

(d) Property:

(i) Insured under the terms of any marine insurance; or

(ii) While waterborne, except while on a regular ferry or railway car transfer in connection with land transportation;

(e) Property while airborne;

(f) Automobiles, trailers, watercraft, amphibious or air cushion vehicles, aircraft, spacecraft, motors, including equipment and accessories attached to or mounted onto all such property;

(g) Land, land value, water or groundwater;

(h) Money, "cash cards", electronic currency (e-currency), bullion, platinum and other precious metals or their alloys, notes, securities, bank notes, stamps, tickets (except lottery tickets held for sale), tokens, bills, or evidence of debt or title; or

(i) Property while in or on any premises you own or lease.

2. Excluded Perils

SECTION I

We will not pay for loss or damage caused directly or indirectly:

(a) By centrifugal force, mechanical breakdown, electrical breakdown or derangement. This exclusion **(a)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded;

(b) **(i)** By frost or freezing; or

(ii) By total or partial interruption to the supply of electricity, water, gas, oil or steam.

This exclusion **(b)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded;

(c) By marring, scratching or crushing of glass. This exclusion **(c)** does not apply to loss or damage caused directly by:

(i) "Named Perils";

(ii) Rupture of pipes or breakage of apparatus;

(iii) Theft or attempted theft;

(iv) An accident to a transporting conveyance;

(d) By gnawing, nesting or infestation, or discharge or release of waste products or secretions, by animals, insects or birds.

This exclusion **(d)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded;

(e) By delay, loss of market, or loss of use or occupancy;

(f) In whole or in part, by war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;

(g) **(i)** By any nuclear incident (as defined in the *Nuclear Liability And Compensation Act* (Canada) or any other nuclear liability act, law or statute, or any amending law) or nuclear explosion. This exclusion applies whether or not there are one or more causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, except loss or damage caused directly by resultant fire, lightning or explosion of natural, coal or manufactured gas, all as described in the "Named Perils" definition in Section **G. DEFINITIONS**;

(ii) By contamination by radioactive material. This exclusion applies whether or not there are one or more causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;

(h) **(i)** By any dishonest or criminal act committed by you or your agent, acting alone or in collusion with others;

(ii) By theft or attempted theft committed by any employee of yours, acting alone or in collusion with others;

(iii) By any dishonest or criminal act committed by anyone, except as stated in **(h)(ii),** when you or your agent knew or ought to have known of the dishonest or criminal act prior to the loss or damage.

This exclusion **(h)(iii)** does not apply if, upon becoming aware of the dishonest or criminal act and prior to the loss or damage, you or your agent immediately notifies the police and us.

These exclusions **(h)(i)** and **(h)(iii)** above do not apply to a claim by an "innocent co-insured" for loss of or damage to property in which they have a legal interest, but only to the extent of their proportional interest in that property;

(i) By snowslide, landslide, subsidence or other earth movement, unless occurring concurrently with and directly resulting from an earthquake shock or other natural or man-made earth movement including those resulting from mining or fracking operations. This exclusion does not apply to Insured Property in transit, or to loss or damage caused directly by resultant fire, explosion, smoke or leakage from "fire protective equipment", all as described in the "Named Perils" definition in Section **G. DEFINITIONS**;

(j) Proximately or remotely, arising in consequence of or contributed to by the enforcement of any by-law, regulation, ordinance, building code, construction code or law regulating zoning or the demolition, use, repair or construction of buildings or structures, including the cost of removing any debris.

This exclusion **(j)** applies whether or not the building or structure has sustained direct physical loss or damage;

(k) By seizure or destruction of property by order of governmental authority. But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread;

(l) By artificially generated electric current, including electric arcing, that disturbs electrical devices, appliances or wires. But if loss or damage by fire or explosion results, we will pay for that resulting loss or damage;

(m) By rain, snow, ice or sleet to property in the open;

(n) By unauthorized instructions to transfer property to any person or to any place;

(o) **(i)** By wear and tear;

(ii) By rust, corrosion, oxidation or chemical reduction;

(iii) By gradual deterioration, wet or dry rot, hidden or latent defect or any quality in property that causes it to damage or destroy itself.

This exclusion **(o)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded;

(p) By faulty, improper or defective material, workmanship or design.

This exclusion **(p)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded.

We will not pay for any cost to correct or make good the faulty, improper or defective material, workmanship or design, or to tear down, tear out, repair or replace any property to correct the faulty, improper or defective material, workmanship or design;

(q) By unexplained loss, mysterious disappearance, or the shortage of property disclosed on taking inventory;

(r) By voluntary parting with any property by you or anyone entrusted with the property if induced to do so with the use or unauthorized use of any financial instrument, including any fraudulent, forged or altered credit card, debit card, "cash card", electronic currency (e-currency), bank draft, cheque, money order or counterfeit currency.

SECTION II

(a) Pollution

We will not pay for:

(i) Loss or damage caused directly or indirectly by any actual or alleged spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants", or the cost or expense of any resulting clean up. This exclusion does not apply:

(1) If the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants" occurs during the policy period and is directly caused by a peril not otherwise excluded; or

(2) To loss or damage caused directly by a resultant peril not otherwise excluded;

(ii) The cost or expense for any testing, monitoring, evaluating or assessing of an actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants".

(b) Data

(i) We will not pay for loss or damage to "data". This exclusion **(b)(i)** does not apply to the extent coverage is provided under the Valuable Papers and Records Additional Coverage.

(ii) We will not pay for loss or damage caused directly or indirectly by a "data problem". This exclusion **(b)(ii)** does not apply to loss or damage caused directly by resultant fire, explosion, smoke or leakage from "fire protective equipment", all as described in the "Named Perils" definition in Section **G. DEFINITIONS**.

(c) Fungi and Spores

We will not pay for:

(i) Loss or damage consisting of or caused directly or indirectly, in whole or in part, by any "fungi" or "spores". This exclusion does not apply:

(1) If the "fungi" or "spores" are directly caused by a peril not otherwise excluded in this form that occurs during the policy period; or

(2) To loss or damage caused directly by a resultant peril not otherwise excluded in this form;

(ii) The cost or expense for any testing, monitoring, evaluating or assessing of "fungi" or "spores".

(d) Terrorism

This Coverage Form does not insure loss or damage caused directly or indirectly, in whole or in part, by "terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism". This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect.

(e) Penalties or Liquidated Damages

We will not pay for:

(i) Penalties or liquidated damages for non-completion of or delay in completion of contract or non-compliance with contract conditions; or

(ii) Costs incurred solely in an effort to eliminate or reduce such penalties or liquidated damages.

(f) Communicable Disease

We will not pay for:

(i) Loss or damage caused directly or indirectly, in whole or in part, by a "communicable disease".

(ii) The cost or expense for any testing, monitoring, evaluating, assessing or clean-up of “communicable disease”.

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

(g) Cyber Loss

We will not pay for:

(i) Loss or damage caused directly or indirectly, in whole or in part, by "cyber loss"; or

(ii) The cost or expense caused directly or indirectly by any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any "data", including any amount pertaining to the value of such "data".

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. However, this exclusion does not apply to loss or damage caused directly by resultant fire or explosion.

C. ADDITIONAL COVERAGES

1. Debris Removal

We will pay your expense to remove debris of Insured Property caused by or resulting from an insured peril that occurs during the policy period.

We will also pay your expense to remove debris of other property that has been blown upon the "job site" by windstorm that occurs during the policy period.

This Additional Coverage does not apply to costs to:

(a) Extract "pollutants" from land or water; or

(b) Remove, restore or replace polluted land or water.

If the sum of direct physical loss or damage and debris removal expense exceeds the applicable Amount of Insurance, we will pay up to $5,000 for each "job site".

2. Preservation of Property

If you give us written notice within 10 days of removal of your Insured Property because of imminent danger of loss or damage by an insured peril, we will pay for direct loss or damage by an insured peril while such property is temporarily at a safe place away from the "job site" or while being taken to or returned from such place.

The Amount of Insurance applicable to this Preservation of Property Additional Coverage is included in and does not increase the Amount of Insurance for the Insured Property.

3. Fire Department Service Charge

When the fire department is called to save or protect Insured Property from an insured peril, we will pay your liability for fire department service charges:

(a) Assumed by contract or agreement prior to loss; or

(b) Required by local ordinance.

The most we will pay under this Additional Coverage is $1,000. This Additional Coverage is additional insurance that applies in addition to the applicable Amount of Insurance.

No Deductible applies to this Additional Coverage.

4. Pollutant Clean Up and Removal

We will pay your expense to extract "pollutants" from land or water at the "job site" if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from an insured peril that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which an insured peril occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The Amount of Insurance for this Additional Coverage is $10,000. Such Amount of Insurance is the most we will pay for the sum of all covered expenses at each "job site" in the policy period. This Additional Coverage is additional insurance that applies in addition to the applicable Amount of Insurance.

5. Valuable Papers and Records

(a) You may extend the insurance that applies to Insured Property to apply to your "valuable papers and records" that are at the "job site".

(b) We will also pay your costs to research, replace or restore the lost information on "valuable papers and records" for which duplicates do not exist and that result from direct physical loss or damage by an insured peril to the "valuable papers and records" described in Paragraph **(a)** above.

The most we will pay under this Additional Coverage is $10,000 for each "job site". This Additional Coverage is additional insurance that applies in addition to the applicable Amount of Insurance.

D. AMOUNTS OF INSURANCE

The most we will pay for loss or damage in any one occurrence is the applicable Amount of Insurance shown in the Declarations or in any schedule or endorsement that is part of this Coverage Form.

E. DEDUCTIBLE

We are liable for the amount by which the loss or damage in any one occurrence caused by an insured peril exceeds the amount of the deductible shown in the Declarations.

F. ADDITIONAL CONDITIONS

The following conditions apply in addition to Common Policy And Property Conditions:

1. Valuation Clause

We will determine the value of:

(a) Insured Property at Replacement Cost (without deduction for depreciation).

(i) You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim on a replacement cost basis if you notify us of your intent to do so within 180 days after the loss or damage.

(ii) We will not pay on a replacement cost basis for any loss or damage:

(1) Until the lost or damaged property is actually repaired or replaced; and

(2) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

(iii) We will not pay more for loss or damage on a replacement cost basis than the least of:

(1) The cost to replace, on the same "job site", the lost or damaged property with new property:

(a) Of comparable material and quality; and

(b) Used for the same purpose;

(2) The amount you actually spend that is necessary to repair or replace the lost or damaged property; or

(3) The amount of insurance applicable to the lost or damaged property.

Under Paragraphs **(iii)(1)** and **(iii)(2)** above, the cost to repair or replace the lost or damaged property includes:

(a) Necessary and reasonable professional fees;

(b) Reasonable contractors' and sub-contractors' overhead and profit; and

(c) Labour and delivery charges.

(b) Insured Property at Actual Cash Value, if we cannot pay on a Replacement Cost basis:

Actual cash value is determined as at the time and place of loss or damage to the Insured Property. We will not pay more for loss or damage on an actual cash value basis than the least of:

(i) The cost to repair or replace the lost or damaged property less any depreciation; or

(ii) The amount of insurance applicable to the lost or damaged property.

In determining depreciation, we will consider:

(1) The condition of the property immediately before the loss or damage;

(2) The resale value of the property immediately before the loss or damage;

(3) The normal life expectancy of the property; and

(4) Obsolescence.

This condition does not apply to any increase in the cost of replacement occasioned by a restriction or prohibition in any by-law, regulation, ordinance or law.

(c) "Valuable papers and records" including those which exist on electronic or magnetic media (other than prepackaged software programs), at the cost of:

(i) Blank materials for reproducing the records; and

(ii) Labour to transcribe or copy the records if duplicates exist.

However, this provision does not apply to the extent coverage is provided under the Valuable Papers and Records Additional Coverage.

2. Subrogation

Upon making any payment or assuming liability for payment under this Coverage Form, we will be subrogated to all your rights of recovery against others and may bring action to enforce such rights. We will have the right to control such subrogation. However, all our rights of subrogation are waived against any person or organization with respect to whom insurance is provided by this Coverage Form.

Where the net amount recovered, after deducting the costs of recovery, is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount shall be divided between you and us in the proportion in which the loss or damage has been borne by each party respectively.

Any release from liability entered into by you prior to loss will not affect your right to recover.

3. Cessation of Coverage

The insurance provided by this Coverage Form will end when one of the following first occurs:

(a) When the "job site" is left unattended for more than 30 consecutive days or when construction activity has ceased for more than 30 consecutive days;

(b) This policy expires;

(c) When the Insured Project described in the Declarations is accepted by the purchaser; or

(d) When your interest in the such project ceases.

G. DEFINITIONS

1. **"Cash Cards"** means cards designed to store a cash value by electronic means as a mode of payment and without direct access to a bank or other account. "Cash cards" do not include electronic currency (e-currency).

2. **"Communicable Disease"**

(a) Means any:

(i) Virus;

(ii) Bacterium; or

(iii) Other microorganism;

that induces or is capable of inducing physical distress, illness or disease.

(b) Includes any fear or threat (whether actual or perceived) of such virus, bacterium or other microorganism.

3. **"Computer System"** includes the following (whether or not mobile or portable):

(a) Computer, hardware or peripheral computer equipment;

(b) Communication or control system;

(c) Electronic machine, device or instrument;

(d) Server, cloud or networking equipment;

(e) Microcontroller or microprocessor;

(f) Input, output, or data storage device; or

(g) Software, applications, program, process or code;

that is owned, leased, rented, operated or controlled by you or any other party.

4. **"Cyber Act"** means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof, involving access to, processing of, use of or operation of, any "computer system".

5. **"Cyber Incident"** means any:

   (a) Error or omission or series of related errors or omissions involving access to, processing of, use of or operation of, any "computer system"; or

   (b) Partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate, any "computer system".

6. **"Cyber Loss"**

   (a) Means any "cyber act" or "cyber incident".

   (b) Includes any action taken or failure to be taken by you or anyone acting on your behalf in controlling, preventing, suppressing, mitigating or remediating any "cyber act" or "cyber incident".

7. **"Data"** means representations of information or concepts, in any form.

8. **"Data Problem"** means:

   (a) Erasure, destruction, corruption, misappropriation, misinterpretation of "data";

   (b) Error in creating, amending, entering, deleting or using "data"; or

   (c) Inability to receive, transmit or use "data".

9. **"Fire Protective Equipment"** includes tanks, watermains, hydrants, valves and any other apparatus whether used solely for fire protection or jointly for fire protection and for other purposes, but does not include:

   (a) Branch piping from a joint system where such branches are used entirely for purposes other than fire protection;

   (b) Any watermains or appurtenances located outside of the "job site" and forming a part of the public water distribution system; or

   (c) Any pond or reservoir in which the water is impounded by a dam.

10. **"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.

11. **"Innocent co-insured"** means any Insured who is a natural person and who has not abetted, colluded or consented to any dishonest or criminal act which resulted in loss or damage.

12. **"Job site"**:

    (a) Means all land and premises used for the purpose of the installation insured by this Coverage Form;

    (b) Includes the following sites where work for such project is performed:

       (i) Any staging area, lay down area, storage area, parking area or office area; or

       (ii) Any similar area used solely for such project;

       that is under your control.

13. **"Money"** means currency and coins in current use and having a face value.

14. **"Named Perils"** means the following perils:

    (a) Fire or Lightning

(b) Explosion: Except with respect to the explosion of natural, coal or manufactured gas, there shall in no event be any liability for loss or damage caused by explosion, collapse, rupture, bursting, cracking, burning out or bulging of the following property owned, operated or controlled by you:

(i) **(1)** The portions containing steam or water under steam pressure of all boilers generating steam, and piping or other equipment connected to such boilers and containing steam or water under steam pressure;

(2) Piping and apparatus or their parts normally containing steam or water under steam pressure from an external source and while under such pressure;

(3) The combustion chambers or fire boxes of steam generating boilers of the chemical recovery type and the flues or passages which conduct the gases of combustion from them;

(4) Smelt dissolving tanks;

(ii) Other vessels and apparatus and their connected pipes while under pressure, or while in use or in operation, provided their maximum normal internal working pressure exceeds 103 kilopascals (15 pounds per square inch) above atmospheric pressure, except that liability is specifically assumed for loss or damage resulting from the explosion of manually portable gas cylinders;

(iii) Moving or rotating machinery or parts of same when such loss or damage is caused by centrifugal force or mechanical breakdown;

(iv) Any vessels and apparatus and their connected pipes while undergoing pressure tests, but this exclusion does not apply to other Insured Property that has been damaged by such explosion;

(v) Gas turbines.

The following are not explosions within the intent or meaning of this paragraph **(b)**:

(1) Electric arcing or any coincident rupture of electrical equipment due to such arcing;

(2) Bursting or rupture caused by hydrostatic pressure or freezing;

(3) Bursting or rupture of any safety disc, rupture diaphragm or fusible plug.

(c) Impact by Aircraft, Spacecraft or Land Vehicle: Aircraft and Spacecraft include articles dropped from them. There shall in no event be any liability for cumulative damage or for loss or damage:

(i) Caused by land vehicles belonging to you or under your control or under the control of any of your employees;

(ii) To aircraft, spacecraft or land vehicles causing the loss;

(iii) Caused by any aircraft or spacecraft when being taxied or moved inside or outside of a building.

(d) Riot, Vandalism or Malicious Acts: Riot includes open assemblies of strikers inside or outside the "job site" who have quit work, and of locked-out employees.

There shall in no event be any liability for loss or damage due to:

(i) Cessation of work or by interruption to process or business operations or by change in temperature;

(ii) "Flood" or release of water impounded by a dam, or due to any explosion other than an explosion in respect of which there is insurance under Paragraph **(b)** of this "Named Perils" definition;

(iii) Theft or attempted theft.

(e) Smoke means smoke due to a sudden, unusual and faulty operation of any stationary furnace. There shall in no event be any liability for any cumulative damage.

(f) Leakage From "Fire Protective Equipment" means:

(i) The leakage or discharge of water or other substances from;

(ii) The collapse of; or

(iii) The rupture due to freezing of;

"fire protective equipment" for the "job site".

(g) Windstorm or Hail:

There shall in no event be any liability for loss or damage:

(i) To the interior of a building or structure, or property inside a building or structure, unless damage occurs concurrently with and results from an aperture caused by windstorm or hail;

(ii) Directly or indirectly caused by any of the following, whether driven by wind or due to windstorm or not: snow-load, ice-load, tidal wave, high water, overflow, "flood", waterborne objects, waves, ice, land subsidence, landslip.

(h) Falling Objects: Falling objects does not include loss or damage to the interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.

(i) Weight of Snow, Ice or Sleet

(j) Specified Water Damage means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam, but not including any system or appliance listed below:

(i) Pressure vessel, including its connected piping and equipment, which has normal internal working pressure greater than 103 kilopascals (15 pounds per square inch) above atmospheric pressure; or

(ii) Boiler, including its connected piping and equipment, which contains steam or water under steam pressure (except tanks having an internal diameter of 610 millimetres (24 inches) or less used for the storage of hot water for domestic use) caused directly or indirectly by explosion, collapse, rupture, bursting, cracking, burning out or bulging of such property while connected and ready for use.

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

16. **"Securities"** means all negotiable and non-negotiable instruments or contracts representing "money" or other property, and includes revenue and other stamps in current use, tokens and tickets, but does not include "money".

17. **"Spores"** includes one or more reproductive particles or microscopic fragments produced by, emitted from or arising out of any "fungi".

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

19. **"Valuable papers and records"** means inscribed, printed or written documents, manuscripts or records, including electronic data, abstracts, books, deeds, drawings, films, maps or mortgages. But "valuable papers and records" does not mean "money" or "securities.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Words and phrases in quotation marks have special meaning as defined in Section **G**.
Whenever the following words are used in this Coverage Form, they will be specifically defined as follows:

You and **your** means the **Named Insured**.
We, **us** and **our** means **The Wawanesa Mutual Insurance Company**.

A. 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" for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "action" that may result. But:

(1) The amount we will pay for "compensatory damages" is limited as described in **E. AMOUNTS OF INSURANCE**; and

(2) Our right and duty to defend ends when we have used up the applicable amount of insurance in the payment of judgments or settlements under **Coverage A. Bodily Injury and Property Damage Liability**, **Coverage B. Personal and Advertising Injury Liability** or **Coverage C. Medical Payments**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **C. 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";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of **D. WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of **D. WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of **D. WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for "compensatory damages" because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. "Compensatory damages" because of "bodily injury" include "compensatory damages" claimed by any person or organization for care or loss of services resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. 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" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay "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 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 are deemed to be "compensatory damages" because of "bodily injury" or "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" to which this insurance applies are alleged.

c. Workers' Compensation and Similar Laws

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

d. Employer's Liability

"Bodily injury" to:

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

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies whether the insured may:

(i) Be liable as an employer or in any other capacity; and

(ii) 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:

(a) Liability assumed by you under an "insured contract"; or

(b) A claim made or an "action" brought by a Canadian resident "employee" on whose behalf contributions are made by or required to be made by you under the provisions of any Canadian provincial or territorial workers' compensation law, if cover or benefits have been denied by any Canadian Workers' Compensation Authority.

e. Aircraft or Watercraft

"Bodily injury" or "property damage" arising out of the:

(1) Ownership, maintenance, use or entrustment to others by or on behalf of any insured of any aircraft, air cushion vehicle or watercraft that is owned or operated by or rented or loaned to any insured; or

(2) Ownership, maintenance, existence, use or entrustment to others by or on behalf of any insured of any premises for the purpose of an airport or aircraft landing area and all operations necessary or incidental thereto.

Use includes operation and "loading or unloading".

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

This exclusion does not apply to:

(a) A watercraft while ashore on premises you own or rent;

(b) A watercraft you do not own that is:

(i) Less than 8 metres long; and

(ii) Not being used to carry persons or property for a charge; or

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

f. Automobile

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

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

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

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

This exclusion does not apply to:

(1) "Bodily injury" to an "employee" of the insured on whose behalf contributions are made by or required to be made by the insured under the provisions of any Canadian provincial or territorial workers' compensation law;

(2) "Bodily injury" or "property damage" arising out of a defective condition in, or improper maintenance of, any "automobile" that is owned by the insured while leased to others for a period of 30 days or more, provided the lessee is obligated under contract to ensure that the "automobile" is insured;

(3) "Bodily injury" or "property damage" arising out of the ownership, use or operation of machinery, apparatus or equipment mounted on or attached to any vehicle while at the site of the use or operation of such equipment. However, this exception does not apply when such equipment is mounted on or attached to any "automobile" and such 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

g. 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, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
(2) Premises 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 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".

h. Damage to Your Product
"Property damage" to "your product" arising out of it or any part of it.

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

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

j. Damage to Impaired Property or Property Not Physically Damaged
"Property damage" to "impaired property" or 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 injury to "your product" or "your work" after it has been put to its intended use.

k. 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.

l. Violation of Any Law as to Age
"Bodily injury" to any person knowingly employed by the insured in violation of any law as to age.

m. Access or Disclosure of Confidential or Personal Information
"Compensatory damages" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other nonpublic information.

n. Personal and Advertising Injury
"Bodily injury" arising out of "personal and advertising injury".

o. Professional Services
"Bodily injury" (other than "incidental medical malpractice injury") or "property damage" due to:
(1) The rendering of, or failure to render, any "professional services" for others; or
(2) Any error or omission, malpractice or mistake in providing the services described in Paragraph **(1)** above;
by you or on your behalf.

p. Abuse
"Bodily injury" arising, directly or indirectly, in whole or in part, out of:
(1) "Abuse" committed or alleged to have been committed by an insured, including the transmission of disease arising out of any act of "abuse";
(2) The:
(a) Hiring of any "employee";
(b) Acceptance of any "volunteer worker"; or
(c) Supervision or retention of any person;
who committed or is alleged to have committed "abuse"; or
(3) The failure or alleged failure of an insured to report "abuse" or alleged "abuse" to the appropriate authority once the insured has gained knowledge of any such "abuse" or alleged "abuse".

q. Damage from Blasting, Pile Driving, Removal or Weakening of Support
"Property damage" arising out of:

(1) The use of explosives for blasting;
(2) Vibration from pile driving or caisson work; or
(3) The removal or weakening of support of any property, building or land whether such support be natural or otherwise.
This exclusion does not apply to:
(a) "Property damage" arising out of work performed on your behalf by any contractor or sub-contractor; or
(b) "Property damage" included within the "products-completed operations hazard".

r. Asbestos - see **B. COMMON EXCLUSIONS**
s. Fungi or Spores - see **B. COMMON EXCLUSIONS**
t. Nuclear Energy Liability - see **B. COMMON EXCLUSIONS**
u. Pollution - see **B. COMMON EXCLUSIONS**
v. Terrorism - see **B. COMMON EXCLUSIONS**
w. War Risks - see **B. COMMON EXCLUSIONS**
x. Cyber and Electronic Data – see **B. COMMON EXCLUSIONS**

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 and 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" for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offence and settle any claim or "action" that may result. But:
(1) The amount we will pay for "compensatory damages" is limited as described in **E. AMOUNTS OF INSURANCE**; and
(2) Our right and duty to defend ends when we have used up the applicable amount of insurance in the payment of judgments or settlements under **Coverage A. Bodily Injury and Property Damage Liability**, **Coverage B. Personal and Advertising Injury Liability** or **Coverage C Medical Payments**.
No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **C. SUPPLEMENTARY PAYMENTS**.

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

2. Exclusions

This insurance does not apply to:

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

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

c. Material Published Prior to Policy Period
"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

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

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

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

g. Quality or Performance of Goods - Failure to Conform to Statements
"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

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

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

j. Insureds in Media and Internet Type Businesses
"Personal and advertising injury" committed by an insured whose business is:
(1) Advertising, broadcasting, publishing or telecasting;
(2) Designing or determining content of web sites for others; or
(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** of **"Personal and advertising injury"** under **G. DEFINITIONS**.
For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not, by itself, considered to be the business of advertising, broadcasting, publishing or telecasting.

k. Interactive Websites, Electronic Chatrooms, Interactive Forums or Bulletin Boards
"Personal and advertising injury" arising out of an electronic interactive website, chatroom, interactive forum or bulletin board the insured hosts or owns, or over which the insured exercises control.

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

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

n. Asbestos - see **B. COMMON EXCLUSIONS**
o. Fungi or Spores - see **B. COMMON EXCLUSIONS**
p. Nuclear Energy Liability - see **B. COMMON EXCLUSIONS**
q. Pollution - see **B. COMMON EXCLUSIONS**
r. Terrorism - see **B. COMMON EXCLUSIONS**
s. War Risks - see **B. COMMON EXCLUSIONS**
t. Cyber and Electronic Data - see **B. COMMON EXCLUSIONS**

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:
(1) On premises you own or rent;
(2) On ways next to premises you own or rent; or
(3) Because of your operations;
provided that:
(a) The accident takes place in the "coverage territory" and during the policy period;
(b) The expenses are incurred and reported to us within one year of the date of the accident; and
(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable amount of insurance as described in **E. AMOUNTS OF INSURANCE**. We will pay reasonable expenses for:
(1) First aid administered at the time of an accident;
(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured
To any insured, except "volunteer workers".

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

c. Injury on Normally Occupied Premises
To a person injured on that part of premises you own or rent that the person normally occupies.

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

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

f. Products-Completed Operations Hazard
Included within the "products-completed operations hazard".

g. Coverage A Exclusions
Excluded under **Coverage A. Bodily Injury and Property Damage Liability**.

h. Asbestos - see **B. COMMON EXCLUSIONS**
i. Fungi or Spores - see **B. COMMON EXCLUSIONS**
j. Nuclear Energy Liability - see **B. COMMON EXCLUSIONS**
k. Pollution - see **B. COMMON EXCLUSIONS**
l. Terrorism - see **B. COMMON EXCLUSIONS**
m. War Risks - see **B. COMMON EXCLUSIONS**
n. Cyber and Electronic Data - see **B. COMMON EXCLUSIONS**

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" 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" for "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "action" that may result. But:
      (1) The amount we will pay for "compensatory damages" is limited as described in **E. AMOUNTS OF INSURANCE**; and
      (2) Our right and duty to defend ends when we have used up the applicable amount of insurance in the payment of judgments or settlements under **Coverage D. Tenants' Legal Liability**.

      No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **C. 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" occurs during the policy period;
      (3) The "property damage" is to premises of others rented to you or occupied by you; and
      (4) Prior to the policy period, no insured listed under Paragraph **1.** of **D. WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "property damage" occurred, then any continuation, change or resumption of such "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
   c. "Property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of **D. WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "property damage" after the end of the policy period.
   d. "Property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of **D. WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
      (1) Reports all, or any part, of the "property damage" to us or any other insurer;
      (2) Receives a written or verbal demand or claim for "compensatory damages" because of the "property damage"; or
      (3) Becomes aware by any other means that "property damage" has occurred or has begun to occur.
2. **Exclusions**

   This insurance does not apply to:
   a. **Expected or Intended Damage**

      "Property damage" expected or intended from the standpoint of the insured.
   b. **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" that the insured would have in the absence of the contract or agreement.
   c. **Asbestos** - see **B. COMMON EXCLUSIONS**
   d. **Fungi or Spores** - see **B. COMMON EXCLUSIONS**
   e. **Nuclear Energy Liability** - see **B. COMMON EXCLUSIONS**
   f. **Pollution** - see **B. COMMON EXCLUSIONS**
   g. **Terrorism** - see **B. COMMON EXCLUSIONS**
   h. **War Risks** - see **B. COMMON EXCLUSIONS**
   i. **Cyber and Electronic Data -** see **B. COMMON EXCLUSIONS**

B. COMMON EXCLUSIONS

(Applicable to Coverage A. Bodily Injury and Property Damage Liability, **Coverage B. Personal and Advertising Injury Liability**, **Coverage C. Medical Payments** and **Coverage D. Tenants' Legal Liability)**

This insurance does not apply to:

1. **Asbestos**

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

   This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "bodily injury", "property damage" or "personal and advertising injury".
2. **Fungi or Spores**
   a. "Bodily injury", "property damage" or "personal and advertising injury" or any other cost, loss or expense incurred by others, arising directly or indirectly from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction of, discharge of or other growth of any "fungi" or "spores" however

caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of "fungi" or "spores";

b. Any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with Paragraph **a.** above; or

c. Any obligation to pay, share with or repay someone else who must pay "compensatory damages" or loss, cost or expense because of such injury or damage referred to in Paragraph **a.** or **b.** above.

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

Solely for the purpose of the following exception:

(1) "Property damage" means physical injury to animals.

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

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

(a) Applied topically to; or

(b) Ingested by;

humans or animals.

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" or "personal and 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" or "personal and advertising injury" resulting directly or indirectly from the "nuclear energy hazard" arising from the:

(1) Ownership, maintenance, operation or use of a "nuclear facility" by or on behalf of an insured;

(2) Furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility";

(3) Possession, consumption, use, handling, disposal or transportation of "fissionable substances", or of other "radioactive material" (except radioactive isotopes, away from a "nuclear facility", which have reached the final stage of fabrication so as to be useable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by an insured.

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

4. Pollution

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants":

(1) 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:

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

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

(c) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(2) 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;

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

(a) Insured; or

(b) Person or organization for whom you may be legally responsible;

(4) 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:

(a) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts, if such fuels, lubricants or other operating fluids escape from a permanent and

integral mobile equipment part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(b) "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

(c) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

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

b. Any loss, cost or expense arising out of any:

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

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

However, this Paragraph **b.** does not apply to liability for "compensatory damages" because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "action" by or on behalf of a governmental authority.

5. Terrorism

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

6. War Risks

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

7. Cyber and Electronic Data

"Bodily injury", "property damage" or "personal and advertising injury" or any other cost, loss or expense incurred by you or others, arising directly or indirectly, in whole or in part, out of:

a. "Cyber loss"; or

b. The loss of, loss of use of, damage to, misinterpretation of, misuse of, corruption of, inability to access, process, store, transmit, or manipulate "electronic data".

Paragraph **a.** of this exclusion does not apply to "bodily injury" or "property damage" arising out of a "cyber act" or a "cyber incident".

C. SUPPLEMENTARY PAYMENTS

(Applicable to Coverage A. Bodily Injury and Property Damage Liability, **Coverage B. Personal and Advertising Injury Liability** and **Coverage D. Tenants' Legal Liability)**

1. We will pay, with respect to any claim we investigate, any claim or "action" we settle, or any "action" against an insured we defend:

a. All expenses we incur.

b. The cost of bonds to release attachments, but only for bond amounts within the applicable amount of insurance. We do not have to furnish these bonds.

c. All reasonable expenses you incur at our request to assist us in the investigation or defence of the claim or "action", including actual loss of earnings up to $250 a day because of time off from work.

d. All costs assessed or awarded against you in the "action".

e. Any interest accruing after entry of judgment upon that part of the judgment which is within the applicable amount of insurance and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable amount of insurance.

These payments will not reduce the amounts of insurance.

2. If we defend you against an "action" and your indemnitee is also named as a party to the "action", we will 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" are such that no conflict appears to exist 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 other applicable 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 above conditions are met, legal fees incurred by us in the defence of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of paragraph **2.b.(2)** of **Coverage A. Bodily Injury and Property Damage Liability**, such payments will not be deemed to be "compensatory damages" for "bodily injury" and "property damage" and will not reduce the amounts of insurance.

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

(i) We have used up the applicable amount of insurance in the payment of judgments or settlements under **Coverages A. Bodily Injury and Property Damage Liability**, **B. Personal and Advertising Injury Liability** or **D. Tenants' Legal Liability**, or medical expenses under Coverage **C. Medical Payments**; or

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

D. WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership, limited liability partnership or joint venture, you are an insured. Your members or partners, and their spouses, are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, limited liability partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your "executive officers" or directors. Your shareholders are also insureds, but only with respect to their liability as your shareholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as your trustees.

2. Each of the following is also an insured:

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

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

(a) To you, to your partners or members (if you are a partnership, limited liability partnership or joint venture), to your members or managers (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

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

(c) For which there is any obligation to share "compensatory damages" with or repay someone else who must pay "compensatory damages" because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) To any person who at the time of injury is entitled to benefits under any workers' compensation or disability benefits law or a similar law.

(2) "Property damage" to property that is:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership, limited liability partnership or joint venture), or any member or manager (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Your unit or strata lot owners and any tenants, but only with respect to the conduct of the corporation for liability arising out of the common property, excluding liability arising out of the owner's or tenant's possession, occupation or use of property designated for exclusive use.

3. Any organization you newly acquire or form, other than a partnership, limited liability partnership or joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. **Coverage A. Bodily Injury and Property Damage Liability** and **Coverage D. Tenants' Legal Liability** do not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. **Coverage B. Personal and Advertising Injury Liability** does not apply to "personal and advertising injury" arising out of an offence committed before you acquired or formed the organization.

4. Any person or organization with whom you have agreed to provide liability insurance under this insurance is an insured, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" that arises out of "your work" or out of the ownership, maintenance or use of your premises.

The insurance provided to such person or organization does not apply to any:

a. "Bodily injury" or "property damage" caused by an occurrence, or "personal and advertising injury" caused by an offence committed, after you cease to own, maintain or use such premises;

b. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of such person or organization; or

c. Person or organization who otherwise qualifies as an insured under **D. WHO IS AN INSURED**.

5. Any person or organization with whom you agree in a written equipment lease or rental agreement to provide liability insurance under this insurance is an insured, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" arising out of the maintenance, operation or use by you of the equipment leased to you by such person or organization.

The insurance provided to such person or organization does not apply to any:

a. "Bodily injury" or "property damage" caused by an occurrence, or "personal and advertising injury" caused by an offence committed, after you cease to lease the equipment;

b. "Bodily injury", "property damage", or "personal and advertising injury" arising out of the sole negligence of such person or organization; or

c. Person or organization who otherwise qualifies as an insured under **D. WHO IS AN INSURED**.

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 Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under **D. WHO IS AN INSURED**.

E. AMOUNTS OF INSURANCE

The Amounts of Insurance shown in the 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".

1. General Aggregate

The most we will pay for the sum of all:

a. "Compensatory damages" under **Coverage A. Bodily Injury and Property Damage Liability**, except "compensatory damages" because of "bodily injury" or "property damage" included in the "products-completed operations hazard";

b. "Compensatory damages" under **Coverage B. Personal and Advertising Injury Liability**; and

c. Medical expenses under **Coverage C. Medical Payments**;

is the General Aggregate Amount of Insurance shown in the Declarations.

2. Products-Completed Operations Aggregate

The most we will pay for the sum of all "compensatory damages" because of "bodily injury" and "property damage" included in the "products-completed operations hazard" under **Coverage A. Bodily Injury and Property Damage Liability** is the Products-Completed Operations Amount of Insurance shown in the Declarations.

3. Each Occurrence

Subject to Paragraph **1.** or **2.** above, whichever applies, the Each Occurrence Amount of Insurance shown in the Declarations is the most we will pay for the sum of:

a. "Compensatory damages" under **Coverage A. Bodily Injury and Property Damage Liability** because of all "bodily injury" and "property damage"; and

b. Medical expenses under **Coverage C. Medical Payments** because of all "bodily injury";

arising out of any one "occurrence".

4. Personal and Advertising Injury Liability

Subject to Paragraph **1.** above, the Personal And Advertising Amount of Insurance shown in the Declarations is the most we will pay under **Coverage B. Personal and Advertising Injury Liability** for the sum of all "compensatory damages" because of all "personal and advertising injury" sustained by any one person or organization.

5. Medical Payments

Subject to Paragraph **3.** above, the Medical Payments – Any One Person Amount of Insurance shown in the Declarations is the most we will pay under **Coverage C. Medical Payments** for all medical expenses because of "bodily injury" sustained by any one person.

6. **Tenants' Legal Liability**
   The Tenants' Legal Liability – Any One Premises Amount of Insurance shown in the Declarations is the most we will pay under **Coverage D. Tenants' Legal Liability** for "compensatory damages" because of "property damage" to any one premises.
7. The amounts of insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the amounts of insurance.
8. When this policy and another policy written by us and issued to you apply or applied to the same claim or "action", the most we will pay for the sum of all amounts subject to the amounts of insurance is the highest amount that applies or applied to such claim or "action" under any one of those policies. However, this provision does not apply if the other policy that applies or applied is umbrella or excess insurance that was specifically purchased to apply in excess of the amounts of insurance shown in the Declarations.
9. **Deductible**
   a. We will not make any payment under **Coverage A. Bodily Injury and Property Damage Liability** until the amount of loss exceeds the Deductible: Property Damage Liability amount shown in the Declarations.
   b. We will not make any payment under **Coverage D. Tenants' Legal Liability** until the amount of loss exceeds the Deductible: Property Damage Liability amount shown in the Declarations.
   c. The Deductible: Property Damage Liability amount shown in the Declarations applies as follows:
      (1) Per Claim
      If the Declarations show that the "property damage" deductible is on a Per Claim basis, the deductible amount applies:
         (a) Under **Coverage A. Bodily Injury and Property Damage Liability**, to the sum of all "compensatory damages" for claims or "actions" because of "property damage" made or brought by any one person or organization;
         (b) Under **Coverage D. Tenants' Legal Liability**, to the sum of all "compensatory damages" for claims or "actions" because of "property damage" made or brought by any one person or organization.
      (2) Per Occurrence
      If the Declarations show that the "property damage" deductible is on a Per Occurrence basis, the deductible amount applies:
         (a) Under **Coverage A. Bodily Injury and Property Damage Liability**, to the sum of all "compensatory damages" because of "property damage" arising out of any one "occurrence";
         (b) Under **Coverage D. Tenants' Legal Liability**, to the sum of all "compensatory damages" because of "property damage" at any one premises.
   d. The terms of this insurance, including those with respect to:
      (1) Our right and duty to defend any "action" seeking those "compensatory damages"; and
      (2) Your duties in the event of an "occurrence", claim or "action";
      apply irrespective of the application of any deductible amount.
   e. We may pay any part or all of the deductible amount to effect settlement of any claim or "action" and, upon notification of the action taken, you will promptly reimburse us for such part of the deductible amount as has been paid by us.
   f. The Amount of Insurance shown in the Declarations will not be reduced by the amount of "compensatory damages" within a deductible.

F. COMMERCIAL GENERAL LIABILITY CONDITIONS

The following conditions apply in addition to the Common Policy and Property Conditions:

1. **Bankruptcy**
   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this insurance.
2. **Duties In The Event Of Occurrence, Offence, Claim or Action**
   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offence which may result in a claim. To the extent possible, notice should include:
      (1) How, when and where the "occurrence" or offence took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury or damage arising out of the "occurrence" or offence.
   b. If a claim is made or "action" is brought against any insured, you must:
      (1) Immediately record the specifics of the claim or "action" and the date received; and
      (2) Notify us as soon as practicable.
      You must see to it that we receive written notice of the claim or "action" as soon as practicable.
   c. You and any other involved insured must:
      (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 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.

3. Legal Action Against Us

No person or organization has a right under this insurance to:

a. Join us as a party or otherwise bring us into an "action" asking for "compensatory damages" from an insured; or

b. Sue us on this insurance unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial, 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 amount of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

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

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under **Coverage A. Bodily Injury and Property Damage Liability**, **Coverage B. Personal and Advertising Injury Liability** or **D. Tenants' Legal Liability**, 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:

(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Property insurance for "your work", such as Commercial Property, Builder's Risk, Installation Risk;

(b) That is Property insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(c) If the loss arises out of the ownership, maintenance, use or entrustment to others of any watercraft or "automobile" to the extent not subject to either Paragraph **e.** or **f.** of **Coverage A. Bodily Injury and Property Damage Liability**.

(2) Any other primary insurance 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 **Coverage A. Bodily Injury and Property Damage Liability**, **Coverage B. Personal and Advertising Injury Liability** or **Coverage D. Tenants' Legal Liability** 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 the total:

(1) Amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) 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 condition and was not bought specifically to apply in excess of the amounts of insurance shown in the Declarations of this insurance.

c. Method of Sharing

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

5. Premium Audit

a. We will compute all premiums for this insurance in accordance with our rules and rates.

b. Premium shown in this insurance as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured subject to the retention of the minimum retained premium shown in the Declarations of this policy.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Separation Of Insureds, Cross Liability

Except with respect to the amounts 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.

7. **Transfer Of Rights Of Recovery Against Others To Us**
If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "action" or transfer those rights to us and help us enforce them.

G. DEFINITIONS

1. **"Abuse"** means any act or threat involving molestation, harassment, corporal punishment or any other form of physical, sexual or mental abuse.
2. **"Action"** means a civil proceeding in which "compensatory damages" because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Action" includes:
   a. An arbitration proceeding in which such "compensatory damages" are claimed and to which the insured must submit or does submit with our consent; and
   b. Any other alternative dispute resolution proceeding in which such "compensatory damages" are claimed and to which the insured submits with our consent.
3. **"Advertisement"** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
   a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
   b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
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 bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
6. **"Compensatory damages"** does not include punitive or exemplary damages or the multiple portion of any multiplied damage award.
7. **"Computer system"** includes the following (whether or not mobile or portable):
   a. Computer, hardware or peripheral computer equipment;
   b. Communication or control system;
   c. Electronic machine, device or instrument;
   d. Server, cloud or networking equipment;
   e. Microcontroller or microprocessor;
   f. Input, output, or data storage device; or
   g. Software, applications, program, process or code;
   that is owned, leased, rented, operated or controlled by you or any other party.
8. **"Coverage territory"** means:
   a. Canada and the United States of America (including its territories and possessions);
   b. International waters or airspace, but only if the:
      (1) "Bodily injury" or "property damage" is caused by an occurrence that takes place; or
      (2) "Personal and advertising injury" is caused by an offence committed;
      in the course of travel or transportation between any places included in Paragraph **a.** above; or
   c. All other parts of the world if the injury or damage arises out of:
      (1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;
      (2) The activities of an insured person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or
      (3) "Personal and advertising injury" offences that are committed through the Internet or similar electronic means of communication;
      provided that the insured's responsibility to pay "compensatory damages" is determined in an "action" on the merits in the territory described in Paragraph **a.** above or in a settlement we agree to.
9. **"Cyber act"** means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof, involving access to, processing of, use of or operation of, any "computer system".
10. **"Cyber incident"** means any:
    a. Error or omission or series of related errors or omissions involving access to, processing of, use of or operation of, any "computer system"; or
    b. Partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate, any "computer system".
11. **"Cyber loss"**
    a. Means any "cyber act" or "cyber incident".
    b. Includes any action taken or failure to be taken by you or anyone acting on your behalf in controlling, preventing, suppressing, mitigating or remediating any "cyber act" or "cyber incident".
12. **"Electronic data"** means information, facts, concepts, programs, software or code that is:
    a. Stored as or on;

b. Created or used on; or
c. Transmitted in;
a form to be used, accessed, processed, transmitted to or from or stored by a "computer system".

13. **"Employee"** includes a "leased worker" and a "temporary worker".
14. **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
15. **"Fissionable substance"** means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.
16. **"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.
17. **"Hostile fire"** means a fire that becomes uncontrollable or breaks out from where it was intended to be.
18. **"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:
    (1) The repair, replacement, adjustment or removal of "your product" or "your work"; or
    (2) You fulfilling the terms of the contract or agreement.
19. **"Incidental medical malpractice injury"** means "bodily injury" arising out of the rendering of, or failure to render, the following services:
    a. Medical, surgical, dental, x-ray or nursing services or treatment or the furnishing of food or beverages in connection therewith; or
    b. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
    by any insured or any indemnitee causing the "incidental medical malpractice injury" who is not engaged in the business or occupation of providing any of the services described in Paragraphs **a.** and **b.** above.
20. **"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;
    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" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
    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, 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 liability for an injury or damage arising out of your rendering or failure to render "professional services", including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.
21. **"Leased worker"** means a person leased to you by a labour leasing firm under an agreement between you and the labour leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
22. **"Loading or unloading"** means the handling of property:
    a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "automobile";
    b. While it is in or on an aircraft, watercraft or "automobile"; or
    c. While it is being moved from an aircraft, watercraft or "automobile" to the place where it is finally delivered;
    but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "automobile".
23. **"Nuclear energy hazard"** means the radioactive, toxic, explosive, or other hazardous properties of "radioactive material".
24. **"Nuclear facility"** means:
    a. Any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
    b. Any equipment or device designed or used for:

(1) Separating the isotopes of plutonium, thorium and uranium or any one or more of them; or
(2) Processing or packaging waste;

c. Any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste "radioactive material";

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

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

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

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

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

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 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 that is not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

29. "Professional services" includes:

a. Medical, surgical, dental, x-ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith;
b. Any professional service or treatment conducive to health;
c. Professional services of a pharmacist;
d. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
e. The handling or treatment of deceased human bodies including autopsies, organ donations or other procedures;
f. Any cosmetic, body piercing, tonsorial, massage, physiotherapy, chiropody, hearing aid, optical or optometrical services or treatments;
g. The preparation or approval of maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications;
h. Supervisory, inspection, architectural, design or engineering services;
i. Accountant's, advertiser's, notary's (Quebec), public notary's, paralegal's, lawyer's, real estate broker's or agent's, insurance broker's or agent's, travel agent's, financial institution's, or consultant's, professional advice or activities;
j. Any computer programming or re-programming, consulting, advisory or related services; or
k. Claim, investigation, adjustment, appraisal, survey or audit services.

30. "Property damage" means:

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

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

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

31. **"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.
32. **"Spores"** includes any reproductive particle or microscopic fragment produced by, emitted from or arising out of any "fungi".
33. **"Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
34. **"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.
35. **"Volunteer worker"** means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
36. **"Your product":**
    - **a.** Means:
        - **(1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
            - **(a)** You;
            - **(b)** Others trading under your name; or
            - **(c)** A person or organization whose business or assets you have acquired; and
        - **(2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
    - **b.** Includes:
        - **(1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
        - **(2)** The providing of or failure to provide warnings or instructions with respect to such goods or products.
    - **c.** Does not include vending machines or other property rented to or located for the use of others but not sold.
37. **"Your work":**
    - **a.** Means:
        - **(1)** Work or operations performed by you or on your behalf; and
        - **(2)** Materials, parts or equipment furnished in connection with such work or operations.
    - **b.** Includes:
        - **(1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of such work or operations; and
        - **(2)** The providing of or failure to provide warnings or instructions with respect to such work or operations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INCLUDE NON-COMPENSATED DIRECTORS AND OFFICERS AS EMPLOYEES

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM (WA3600)

The following is added to the definition of **"Employee"** in **F. DEFINITIONS**:

"Employee" also means any natural person who is your non-compensated director or non-compensated officer.

All other terms and conditions remain unchanged.

THIS COVERAGE FORM CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

LEGAL EXPENSE INSURANCE FOR SELECT

IN THE EVENT OF A CONFLICT BETWEEN THIS COVERAGE FORM AND YOUR MAIN POLICY, THIS COVERAGE FORM SHALL GOVERN TO THE EXTENT OF THE CONFLICT AS IT RELATES TO THIS COVERAGE FORM, UNLESS OTHERWISE PROVIDED FOR IN THIS COVERAGE FORM

This is a Named Perils coverage form and provides coverage only for the insured events listed within this coverage form.
Words and phrases in **bold** have special meaning as defined in **SECTION III - DEFINITIONS**.

TELEPHONE LEGAL HELPLINE

We will provide **you** access to a Legal Helpline through which **you** can receive confidential general legal assistance and information over the phone relating to any legal problem affecting **your** business to help determine your legal rights and options under the laws of the applicable province or territory and the federal laws of Canada. The lawyer cannot provide case specific research or review documents.

We will provide this service between the hours of 8am and midnight, local time, 7 days a week. In addition, **we** will facilitate access to a lawyer twenty-four hours a day, 7 days a week, in emergency situations. Calls to this service may be recorded.

To contact this service, call 1-877-347-5399.

We will not accept responsibility if the helpline service is unavailable for reasons **we** cannot control.

MAKING A CLAIM

Please contact **us** as soon as practicable following an insured event, and in no event later than 120 days after the **date of occurrence** of the insured event.

Please note that the Insurer will not pay for any legal costs you incur before we have accepted your claim, even if we later accept the claim.

While **you** are insured under this Coverage form **you** may report a claim to **us** by calling **1-877-347-5399**, by email at claims@arag.ca or by mail to the Head Office address listed at www.arag.ca.

We will then advise **you** on next steps.

SECTION I

INSURANCE AGREEMENT

In return for payment of the premium, and subject to the terms, definitions, conditions, exclusions and limitations set out in this coverage form and the Declarations, the **Insurer** will provide insurance for **legal costs** incurred for insured events described in this coverage form, provided that:

1. the **date of occurrence** of the insured event happens within the period the **Insurer** has agreed to cover an **insured person**; and

2. the insured event occurs within the **territorial limit** and any legal proceedings will be dealt with by a court, or other body which **we** agree to, within the **territorial limit**; and

3. the **legal costs** are incurred after the claim has been accepted by **us,** and are limited to:

a. the reasonable and necessary costs, inclusive of any applicable sales or retail taxes, incurred by the **appointed representative**, including any additional expenses and disbursements such as court fees, experts' fees, police reports and medical reports incurred by the **appointed representative**;

b. costs awarded by a court in Canada to opponents in civil cases if the **insured person** has been ordered to pay them, or pays them with our agreement; and

c. the cost of the **insured person's** net salary or wages, that are not otherwise payable or recoverable, for the time that they are off work to attend any court proceeding, tribunal, arbitration, mediation or other hearing at the request of the **appointed representative**, up to a maximum of $500 per **insured person** per day, and $10,000 in total in respect of all claims resulting from any one court or tribunal proceeding, arbitration, mediation or other hearing; and

4. for civil cases and appeals relating to any insured event, **reasonable prospects** exist for the duration of the claim.

Except where stated otherwise, the **Insurer** will not pay **legal costs** incurred with respect to the enforcement of judgments or final orders, or settlement agreements, or minutes of settlement, which may arise in the pursuit or defence of **your** legal rights from an accepted claim under this coverage form.

Except where stated otherwise, the **Insurer** will pay **legal costs** incurred in making or defending an appeal, as long as:
- the matter being appealed was previously accepted as a claim under this coverage form,
- the **insured person** tells **us** within the time limits allowed to file an appeal that they want to appeal (and within reasonable time to allow for the filing of all necessary documents for an appeal), and

- **we** agree there are **reasonable prospects** of success for the appeal.

This coverage form, together with the Declarations, policy wording and any other endorsements, and any other information **you** have provided, forms the contract of insurance between **you** and the **Insurer**.

This is not a coverage form for reimbursement of legal costs you have already incurred.

SECTION II

INSURED EVENTS

(A) Employment Disputes

The **Insurer** will pay **your legal costs** to defend **your** legal rights:

1) following the dismissal of an employee

2) in legal proceedings in respect of any dispute with an employee or ex-employee which:

   (i) arises out of, or relates to, a **contract of employment** with **you**

   (ii) arises from an alleged breach of their statutory rights under employment legislation

   (iii) arises from an alleged breach of their rights under applicable human rights legislation, as it relates to their employment

Exclusions

Any claim relating to:

(a) death, illness or bodily injury, and/or loss of or damage to property

(b) the negotiation of a collective bargaining agreement, a general work disruption (including but not limited to a strike, work slowdown or a work to rule campaign), or dispute made pursuant to a collective bargaining agreement

(c) a contract for services

(B) Legal Defence

At **your** request, the **Insurer** will pay **legal costs**

1) to defend an **insured person's** legal rights in relation to:

   (i) their being investigated by the police in respect of an alleged **criminal offence**

   (ii) their being prosecuted for an alleged **criminal offence**

   (iii) a civil action being taken against them for compensation in connection with a failure or alleged failure to comply with requirements under protection of privacy legislation

   (iv) an investigation or prosecution against them under applicable occupational health and safety legislation

2) to defend an **insured person's** (other than **your**) legal rights if civil action is taken against them in their capacity as a trustee of a pension fund set up for the benefit of **your** employees

3) to respond to a Notice for Production issued against an **insured person**, under the **Federal Anti-Spam Legislation**

4) to make representations on behalf of an **insured person** who has been issued a Notice of Violation, under the **Federal Anti-Spam Legislation**

5) to defend an **insured person** against a private action brought by an individual made under the **Federal Anti-Spam Legislation**

Exclusions

Any claim relating to:

(a) an **insured person** being prosecuted in connection with the ownership, use or operation of a **motor vehicle**

(b) any offence against any **insured person** for refusing to comply with a request by a designated person who is carrying out their duties and functions under the **Federal Anti-Spam Legislation**

(c) any offence against any **insured person** who obstructs or hinders, or knowingly makes a false or misleading statement or provides false or misleading information to, a designated person who is carrying out their duties and functions under the **Federal Anti-Spam Legislation**

(C) Small Claims Court Contract Disputes and Debt Recovery

The **Insurer** will pay **legal costs** to pursue or defend **your** legal rights in a dispute relating to an agreement or an alleged agreement which has been entered into by **you** or on **your** behalf for:

1) Selling or buying **goods**;

2) Providing or obtaining services.

Provided that:

(i) *The amount in dispute exceeds $1,000;*

(ii) *All legal proceedings are within the jurisdiction of, and are brought in, the applicable small claims court; and*

(iii) *if the dispute relates to money owed to **you** to which a construction lien would apply, then a claim must be made under this coverage form within 30 days of the money becoming due and payable*

Exclusions

Any claim relating to:

(a) the settlement payable under an insurance policy (the **Insurer** will cover a dispute arising from **your** insurer refusing **your** claim, but not a dispute over the amount of the claim)

(b) a dispute arising from any loan, mortgage, pension, investment, borrowing or any other financial product (other than described under **(a)** above)

(c) a dispute over the terms of a lease of land or buildings or a licence or tenancy of land or buildings if **you** are the lessor, licensor or landlord of the land or buildings. However, the **Insurer** will cover a dispute with a professional advisor in connection with the drafting of a lease, licence or tenancy agreement

(d) a contract regarding you purchasing or selling **real property**

(e) a contract for legal services

(f) a contract involving a **motor vehicle** other than agreements relating to the sale of **motor vehicles** where **you** are engaged in the business of purchasing, selling, or leasing **motor vehicles**; or agreements related to the repair and/or maintenance of **motor vehicles** where **you** are engaged in the business of repairing and/or performing maintenance upon **motor vehicles**

(g) a dispute with an employee or ex-employee which arises out of, or relates to, a **contract of employment** with **you**

(h) the breach of a professional obligation or duty, including any claim:
   i. based on professional liability,
   ii. based on the commission of a fault of an ethical nature, or arising out of a disciplinary process

(D) Statutory Licence Protection

The **Insurer** will pay **legal costs** to represent **you** in appealing to the relevant statutory or regulatory authority, court, or tribunal following an event which results in a licensing or regulatory authority suspending, or altering the terms of, or refusing to renew, or cancelling **your** licence to conduct **your** business.

Exclusions

Any claim relating to:

(a) An original application or application for renewal of a statutory licence.

(b) A licence appeal relating to the ownership, use or operation of a motor vehicle.

(c) A licence appeal relating to a professional licence issued to an individual.

(E) Property Protection

The **Insurer** will pay **legal costs** to pursue **your** legal rights in a civil action relating to physical property which **you** own following:

1) an event which causes physical damage to such property, provided that the amount in dispute exceeds $1,000

2) a legal nuisance (meaning any unlawful interference with **your** use or enjoyment of **your** land, or some right over, or in connection with it)

3) a trespass.

Exclusions

Any claim relating to:

(a) a contract entered into by **you**

(b) disputes related to easements or other agreed rights over land

(c) **goods** that are away from any premises occupied by **you** unless the **goods** are at such premises for the purpose of installations or use in work to be carried out by an **insured person**

(d) someone legally taking **your real property** from **you**, whether **you** are offered money or not, or restrictions or controls placed on **your real property** by any governmental, quasi-governmental or public or local authority

(e) work done by, or on behalf of, any governmental, quasi-governmental or public or local authority unless the claim is for accidental physical damage

(f) a **motor vehicle**, other than physical damage to **motor vehicles** where **you** are engaged in the business of purchasing, selling, leasing, repairing or performing maintenance upon **motor vehicles**

(g) mining, subsidence, heave or landslide

(h) defending **your** legal rights, other than in defending a counter-claim

(F) Bodily Injury

At **your** request, the **Insurer** will pay an **insured person's legal costs** to pursue their legal rights following a specific or sudden accident which causes their death or bodily injury.

Exclusions

Any claim relating to any of the following:

(a) a dispute with any provincial workers' compensation board

(b) psychological injury or mental illness unless the condition arises from a specific or sudden accident that has caused physical bodily injury

(c) death, illness or bodily injury arising from a sudden accident which involves an **insured person's** ownership, use or operation of a **motor vehicle**

(d) defending an **insured person's** legal rights, other than in defending a counter-claim

(G) Tax Protection

The **Insurer** will pay **legal costs** in respect of a **tax appeal** or a **tax audit** relating to:

1) liability for income tax, GST, PST or HST arising from **your** business

2) payroll deductions compliance by **your** business

*provided that **you** have taken reasonable care to ensure that all returns are complete and correct and submitted within the statutory time limits allowed.*

Exclusions

Any claim relating to:

(a) any claim arising from a tax avoidance scheme, arrangement, or plan of any kind

(b) any claim caused by **your** failure to register for GST and/or PST and/or HST.

(c) Any claim arising from an investigation or inquiry by the CRA into alleged gross negligence, dishonesty or **criminal offences**.

SECTION III

DEFINITIONS

The following definitions apply wherever these words or phrases appear in bold in this coverage form.

Appointed representative

The lawyer, accountant or other suitably qualified person appointed by **us** on behalf of the **insured person** to act for an **insured person**.

Broker

The organization, as identified on the Declarations for this coverage form, who facilitated the purchase of this coverage form for **you**.

Contract of Employment

Written agreement between the employer and employee setting out both party's rights, duties and obligations.

A **contract of employment** does not include a collective agreement covering a group of employees who are represented by a union.

Criminal offence

An offence under the Criminal Code of Canada (R.S.C., 1985, c. C-46) or any of its amendments.

Date of occurrence

1. For civil cases: the date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events.
2. For criminal cases: the date of the alleged criminal offence, or the earliest date in a series of related alleged criminal offences, for which an **insured person** is charged.
3. For licence or registration appeals: when **you** were first informed by the relevant licensing or regulatory authority of their proposal to review, suspend, alter the terms of, refuse to renew or cancel **your** licence.
4. For a **tax appeal**: when the Canada Revenue Agency (“CRA”) or a provincial tax authority first issues **you** a notice of assessment, reassessment or determination with which **you** disagree.
5. For a **tax audit**: when the CRA or a provincial tax authority first contacts **you** in relation to commencing an audit.

The insured event must occur within the period the **Insurer** has agreed to cover the **insured person**.

Federal Anti-Spam Legislation

An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act, S.C. 2010, c. 23 or any of its amendments

Goods

Any object which is not attached to **real property**, except by its own weight, and can be removed without damage or alterations to the **real property** requiring repair.

Any object which is plugged in and can be removed without any damage or alteration to the **real property**.

Insured person

You and **your** directors, officers, partners, managers and employees.

Anyone claiming under this coverage form must have **your** agreement to claim.

Insurer

The Wawanesa Mutual Insurance Company.

Legal costs

In respect of the insured events described in this coverage form:

1. all reasonable and necessary costs, inclusive of any applicable sales or retail taxes, incurred by the **appointed representative** including any additional expenses and disbursements such as court fees, experts’ fees, police reports and medical reports incurred by the **appointed representative**;

2. the costs awarded by a court in Canada to opponents in civil cases if the **insured person** has been ordered to pay them, or pays them with **our** agreement; and

3. the **insured person's** net salary or wages, that are not otherwise payable or recoverable, for the time that they are off work to attend any court proceeding, tribunal, arbitration, mediation or other hearing at the request of the **appointed representative**, up to a maximum of $500 per **insured person** per day, and $10,000 in total in respect of all claims resulting from any one court or tribunal proceeding, arbitration, mediation or other hearing.

Motor vehicle

Includes an automobile, a trailer, a motorcycle, a motor assisted bicycle, and any other vehicle propelled or driven otherwise than by muscular power.

Reasonable prospects

For civil cases **reasonable prospects** means that **we** agree that it is always more likely than not that an **insured person** will recover losses or damages (or obtain other legal remedy which **we** have agreed to) or make a successful defence.

For appeals relating to any insured event, **reasonable prospects** means that **we** agree that it is always more likely than not that the appeal will be successful.

Real property

Real property is land, and anything growing on, affixed to, or built upon land. This also includes man-made buildings as well as crops. Real property is characterized as property that doesn't move, or that is attached to the land.

Tax appeal

An appeal regarding an assessment, reassessment or determination made by the CRA or a provincial tax authority, including an administrative appeal to the CRA or a provincial tax authority and an appeal to the Tax Court of Canada or a superior court of a province.

Tax audit

An inspection and verification by the CRA or a provincial tax authority of **your** financial accounting records to determine whether or not **you** have paid the correct amount of tax.

Territorial limit

Canada.

We, **us**, **our**

ARAG Legal Solutions Inc. who has been authorized by the **Insurer** to act as the insurance manager for this coverage form.

You, **your**

The individual, corporation, partnership or other form of business organization shown in the Declarations as the Named Insured.

SECTION IV

AMOUNT OF INSURANCE

The **Insurer** will pay up to the amount of insurance shown in the Declarations in respect of **legal costs** related to all claims resulting from one or more events arising at the same time or from the same originating cause.

Subject to the above, the **Insurer** will pay, in aggregate, **legal costs** of no more than the aggregate limit shown in the Declarations in respect of all claims that arise in the policy period that result from different originating causes.

SECTION V

GENERAL EXCLUSIONS

This insurance does not apply to:

1. **Events not connected with your business**
   Any event not arising in connection with the business shown in the Declarations.

2. **Wilful acts**
   Any claim resulting from an act which is wilfully committed, and the results of which are consciously intended, by an **insured person**.

3. **Late reported claims**
   A claim reported to **us** more than 120 days after the **date of occurrence**.

4. **Legal costs not agreed with us**
   Legal costs incurred before **our** written agreement that the **Insurer** will pay them.

5. **Legal action not agreed with us**
Legal action an **insured person** takes which **we** or the **appointed representative** have not agreed to or where an **insured person** does anything that hinders **us** or the **appointed representative**.

6. **Contingency fee agreements**
Any **legal costs** arising as a consequence of a contingency fee agreement.

7. **Disputes with any governmental or public body**
Except as it relates to claims accepted under **Insured events (B) Legal Defence, (C) Small Claims Court Contract Disputes and Debt Recovery, (D) Statutory Licence Protection**, and **(G) Tax Protection**, any **legal costs** relating to a review or dispute regarding the lawfulness of any decision or action of any federal, provincial or territorial governmental or quasi – governmental body, or any other local or public authority, other than in relation to an accepted claim in respect of any event insured under this coverage form.

8. **Class action proceedings**
Any claim where an **insured person** is a party to a legal action brought under applicable class proceedings legislation, or where an **insured person** has opted out of being a party to a legal action brought under applicable class proceedings legislation.

9. **Costs awarded outside of Canada**
Any **legal costs** awarded in any jurisdiction outside of Canada.

10. **Damages, fines and penalties**
Damages, fines, penalties, compensation or restitution orders which the **insured person** is ordered to pay by a court or other authority and any costs awarded in criminal or statutory proceedings.

11. **Disputes with us,** the **Insurer**, or the **Broker**
Any dispute with **us,** the **Insurer**, or the **Broker** not otherwise dealt with under **COVERAGE FORM CONDITIONS 10. Disputes over reasonable prospects for a claim**.

12. **Fraudulent claims**
Any claim which is fraudulent, exaggerated or dishonest.

13. **Claims under this coverage form by a third party**
Apart from **us**, only an **insured person** may enforce all or any part of this coverage form and the rights and interests arising from or connected with it.

14. **Bankruptcy of the Named Insured**
Any matter or claim if, at any time:

    (i) **you** are declared bankrupt, placed into receivership, are in the process of being wound-up or if any part of **your** affairs or property is in liquidation;

    (ii) **you** have made a proposal, petition, filing or arrangement for the benefit of any creditor or creditors;

    (iii) a creditor seeks to have **you** placed into bankruptcy, declared insolvent, liquidated or be wound-up;

    (iv) any of **your** property is placed under the care or control of a trustee, receiver or administrator.

15. **Intellectual property disputes**
Any claim related to disputes about patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy or confidentiality agreements.

16. **Agency agreement disputes**
Any claim relating to rights under a franchise or agency agreement entered into by **you**.

17. **Shareholding or partnership disputes**
Disputes about a shareholding or partnership interest in **you** unless such shareholding or partnership interest was acquired under a plan open to all of **your** employees or a substantial number of them.

18. **Defamation**
A claim relating to written or oral remarks which damage an **insured person's** reputation.

19. **Disputes relating to the validity of legislation**

    Any constitutional or other challenge to the validity of Federal, provincial, territorial or municipal legislation.

SECTION VI

COVERAGE FORM CONDITIONS

1. **Observance of coverage form terms**

The **insured person** must:

(i) comply with the terms and conditions of this coverage form;

(ii) notify **us** immediately of any change in circumstance which may materially affect **our** assessment of the risk;

(iii) take reasonable steps to avoid and prevent claims;

(iv) take reasonable steps to avoid incurring unnecessary costs;

(v) send everything **we** reasonably ask for in writing;

(vi) report to **us** full and factual details of any claim as soon as practicable and give **us** any information **we** reasonably need.

2. **Notice of Insured Event**

The **insured person** shall notify **us** of any insured event which may give rise to coverage, as soon as they become aware of it. Any interested person may give such notice.

In the event that the requirement set out in the preceding paragraph is not fully complied with, all rights to coverage shall be forfeited by the **insured person** where such non-compliance has caused prejudice to **us**.

3. **Conduct and control of claim**

(i) If it is necessary to take legal proceedings, including a **tax appeal**, an **appointed representative** will be appointed by **us** on behalf of the **insured person** in accordance with **our** standard terms of appointment and will be retained by the **insured person**.

(ii) Where **we** have agreements with more than one law firm with respect to a specialty, the **insured person** may select their **appointed representative** from that panel of law firms.

(iii) The **insured person** must cooperate with **us** and must keep **us** up-to-date regarding the progress of the claim.

(iv) The **insured person** must cooperate with the **appointed representative** and must follow the recommendations of the **appointed representative**, which have been agreed to by **us**.

(v) The **insured person** must give the **appointed representative** any instructions that **we** require.

4. **Consent to access information**

The **insured person** will provide written consent, at the commencement of the retainer of the **appointed representative**, permitting the **appointed representative**, at **our** request, to give **us**, or **our** reinsurers, actuaries or auditors, or any regulatory authority or its agents, to the extent required by law, access to all correspondence, documents and records in the **appointed representative's** possession or control which are relevant to the matter. This consent will include permission to deliver up all such documents or copies of all such documents at **our** request.

5. **Offers to settle a claim**

(i) The **insured person** must tell **us** if anyone offers to settle a claim and must not negotiate or agree to a settlement without **our** written consent.

(ii) If the **insured person** does not accept an offer **we**, based on the advice of the **appointed representative**, consider reasonable to settle a claim, **we** may refuse to pay further **legal costs**.

(iii) **We** reserve the right to pay the **insured person** the reasonable amount of damages that the **insured person** is claiming, or that is being claimed against them, or negotiate a reasonable settlement of any claim, instead of starting or continuing legal proceedings. In these circumstances the **insured person** must allow **us** to take over and conduct in their name the pursuit or settlement of any claim. The **insured person** will also allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other party and must give **us** all information and assistance required.

6. **Withdrawal of coverage**

If an **insured person** settles or negotiates a claim without **our** consent, or withdraws a claim without **our** consent, or does not give to the **appointed representative** any instructions that **we** require, **we** can withdraw coverage and will be entitled to reclaim from the **insured person** any **legal costs we** have paid.

7. **Sanction limitation**

The **Insurer** shall not be deemed to provide coverage and the **Insurer** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Insurer** to any sanction, prohibition or restriction under trade or economic sanctions, laws, or regulations of Canada, the United Nations or the European Union.

8. **Assessment and recovery of costs**

(i) The **insured person** must instruct the **appointed representative** to have **legal costs** taxed, assessed or audited if **we** ask for this.

(ii) The **insured person** must take every reasonable step to recover **legal costs** that **we** have to pay and must pay **us** any amounts that are recovered.

(iii) Where a settlement is made on a without costs basis the **appointed representative** will determine what proportion of that settlement will be deemed **legal costs** and payable to or by **us**.

9. **Cancellation of a representative's appointment**

If the **appointed representative** refuses to continue acting for the **insured person**, or if the **insured person** dismisses the **appointed representative** without **our** prior consent, we may withdraw coverage for the claim.

10. **Disputes over reasonable prospects for a claim**

If there is a dispute between an **insured person** and **us** over **reasonable prospects**, the **insured person** may obtain, at their expense, an opinion, from a lawyer mutually agreed to by the **insured person** and **us**, on the merits of a claim or proceedings. If the lawyer's opinion indicates that **reasonable prospects** exist, **we** will pay the reasonable cost of obtaining the opinion.

11. **Complaint handling**

If **you** are not satisfied with any aspect of **our** service, please call **1-888-582-5586** or send an email to **customerrelations@arag.ca**.

Alternatively, you can contact us at TalkToUs@wawanesa.com.

If **you** are still not happy, **you** can contact the General Insurance OmbudService (GIO). The GIO is an independent organization which exists to help resolve problems between individuals and their insurance providers. The GIO's services are available free of charge to the customer and the GIO can be contacted by telephone (toll-free Number 1-877-225-0446), or through their website at www.giocanada.org. The GIO should be contacted only after **you** have first tried to resolve the issue directly with **us**.

If **you** are a resident of Quebec and **you** are not satisfied with the resolution offered by **us**, **you** may request that **we** send a copy of **your** file to *the Autorité des marchés financiers (AMF),* which will assess the complaint and, if necessary, offer mediation services between **you** and **us**. The *AMF* does not pay any monetary compensation with regard to consumer claims, other than cases covered under its protection and compensation programs. Additional information regarding the *AMF* complaint process can be obtained at http://www.lautorite.qc.ca/en/file-complaint-conso.html or toll free at 1-877-525-0337.

12. **Other insurance**

The **Insurer** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this coverage form did not exist.

13. **Applicable law**

This coverage form will be governed, interpreted and enforced in accordance with the laws of the province or territory where this coverage form was issued and the federal laws of Canada.

14. **Action against us**

Any action or proceeding against **us** for the recovery of any claim under this coverage form is absolutely barred unless commenced within two years after the **date of occurrence**, or prior to the expiry of the applicable limitation period in the province or territory where this coverage form was issued, whichever is earlier. Any such action or proceeding shall be held in the province or territory where this coverage form was issued and in accordance with its laws and the federal laws of Canada.

15. **Communication with us**

The **insured person** can communicate with **us** by telephone, mail or email. New claims may also be reported to **us** by mail or telephone, or via **our** website at www.arag.ca.

COMMERCIAL INSURANCE POLICY DECLARATIONS

Renewal Policy effective
Sep 01, 2022
Supersedes any previous declaration bearing the same policy number

NAMED INSURED AND ADDRESS	BROKER OFFICE
WHITEHORSE CONDO CORP #124 UNIT 111 134 SEINE SQ WHITEHORSE YT Y1A 3C3	**HUB INTERNATIONAL INSURANCE BROKERS** **101-204 LAMBERT ST** **WHITEHORSE YT Y1A 1Z4** **Telephone: 866-622-6602** **Broker Number: 0408690** **Fax: 867-667-6343**

Policy Number	Account Number	Policy Period	
31894080	33801661	From Sep 01, 2022 to Sep 01, 2023 12:01 A.M.	All times are local at the Named Insured's postal address as stated herein

Thank you for choosing The Wawanesa Mutual Insurance Company ("Wawanesa Insurance"). Your insurance policy package is your insurance contract. It includes your policy declaration and your policy wordings. Your policy declaration is a summary of the coverage and limits you have purchased. Your policy wordings, including endorsements, exclusions, limitations and conditions, provide you with a detailed explanation of your coverage. These items represent the legal contract of indemnity between you and us.

Please review the following policy coverage documents to ensure your policy meets your needs and you understand what you're covered for in the event of a claim:

- Policy declaration outlining your coverages and limits (this document)
- Policy wordings for further details of your coverages. You can download your copy at wawanesa.com/policy-wordings. You will need to enter your policy number found at the top left of this page.

For questions regarding your coverage, premium, billing, changes to your policy, including cancellation, or to request printed/emailed documents please contact your broker. For all other information, including frequently asked questions, concerns/complaints and contact details, please visit wawanesa.com or email talktous@wawanesa.com. If you need to submit a claim, visit wawanesa.com/claims or call 1-844-WAWANESA (929-2637).

Important Information about your policy:
Any operations or sales outside of Canada must be reported to Wawanesa Insurance. Contact your Broker for details.

Your Deductible(s) may have changed. Please review your policy carefully.

Your Coverage(s) may have changed. Please contact your Broker to review your policy.

The **Legal Expense Coverage** on your policy includes unlimited access to the **Telephone Legal Helpline Service**. This service is available for any legal issue, regardless of whether it is covered by your policy. To contact this service, call 1-877-347-5399. Please see your policy wording for coverage details and further information.

Personal Information Notice:
By purchasing insurance from Wawanesa, you are providing Wawanesa with the consent of all individuals insured under this policy to the collection, use and disclosure of their personal information for the purposes of communicating with them, underwriting risks on a prudent basis, investigating and paying claims, detecting and preventing fraud, offering and providing property and casualty insurance products and services to them, compiling statistics and analyzing business results, and acting as required or authorized by law. This consent applies to personal information previously collected by Wawanesa and to personal information which it may

Access your policy wordings online, anytime.

Ensure your policy meets your needs, and know what you're covered for in the event of a claim.

Scan the QR code to view your policy wordings, or visit wawanesa.com/policy-wordings

This policy contains a clause which may limit the amount payable.

"Wawanesa Insurance" is **The Wawanesa Mutual Insurance Company** and is the licensed insurer of this policy.

collect in the future for the purposes identified above. Wawanesa may at times use third party service providers to process or store personal information on its behalf. In these circumstances, the service providers are provided with only the information necessary to perform such services. In addition, Wawanesa requires them to protect the information in a manner that is consistent with its Personal Information Protection Policy and security practices. In the event that a service provider is located in a foreign jurisdiction, it is bound by the laws of that jurisdiction, which may require it to disclose personal information to the courts, law enforcement agencies, or national security authorities of the jurisdiction.

You can view our Privacy Policy at https://wawanesa.com/privacy-policy. If you have any questions or concerns about this policy or our privacy practices, please contact us at privacy@wawanesa.com or 1-844-241-0226.

Realty Select Plus

Named Insured(s): WHITEHORSE CONDO CORP #124

Policy Number: 31894080 **Account Number:** 33801661 **Policy Period:** September 1, 2022 to September 1, 2023 12:01 A.M.

Form of Organization : Corporation

Description of the Business and Operations of the Named Insured(s): 20 Apartment Style Condominium - 2 Buildings

Your full term premium is $21,515.00. Refer to the breakdown of premiums below.

Policy Summary

Location Number	Location Description	Premium per Location
1	134 SEINE SQ, WHITEHORSE YT	$19,124.00
	Premium Subtotal for Locations	**$19,124.00**
	Premium Subtotal for Tools	Included
	Premium Subtotal for Inland Marine (Miscellaneous)	Included
	Premium Subtotal for Commercial Liability	$779.00
	Premium Subtotal for Non-Owned Auto	$150.00
	Premium Subtotal for Cyber	Included
	Premium Subtotal for Crime	Included
	Premium Subtotal for Miscellaneous	Included
	Premium Subtotal for Enhancement	$1,462.00
	Total Policy Premium	**$21,515.00**

Your insurance policy includes your policy wordings. To access this document and download a copy, please visit wawanesa.com/policy-wordings.

Insured Premises

Location Number	Location Description	Principal Operations / Occupancy
1	134 SEINE SQ, WHITEHORSE YT Y1A 3C3	20 Apartment Style Condominium - 2 Buildings

Building & Contents - Location 1	Amount of Insurance	Deductible	Premium
Building 1: Year Built: 2008; Number of Storeys: 3; Construction: Frame and All Other; Heat: Electric Radiant; Sprinklered: No Sprinklers Principal Operations / Occupancy: 20 Apartment Style Condominium - 2 Buildings			

Building & Contents - Location 1	Amount of Insurance	Deductible	Premium
Coverage A - Buildings - Building and Business Contents Coverage Form (Broad Form) - Form WA3000 05 2022 No Coinsurance Valuation Basis is Replacement Cost Inflation Protection: 5%	$8,741,800	$10,000	$17,338.00
Water Damage Deductible - Form WA3034 11 2019		$25,000	
Premium Subtotal for Building & Contents - Location 1			**$17,338.00**

Location 1	Amount of Insurance	Deductible	Premium
Business Income Coverage Actual Loss Sustained (Profits) - Form WA3200 02 2019 Business Income including Rental Value			Included
Equipment Breakdown Coverage Form - Form WA8002 11 2019 Option 3 Non-Perishable Stock Limit	$8,741,800	$10,000	Included
Miscellaneous Endorsement - MANUSCRIPT - AMENDMENT - BLANKET BY-LAWS AMOUNT OF INSURANCE - Form WA3999-L1P1 (See Endorsement Form for additional details)			Included
Miscellaneous Endorsement - LMA5393 COMMUNICABLE DISEASE EXCLUSION ENDORSEMENT - Form WA3999-L1P2 (See Endorsement Form for additional details)			Included
Condominium Corporation Additional Coverages - Form WA3035 11 2019 Trustee's Fees Additional Coverage Common Expense Additional Coverage Relocation Expense Additional Coverage	 $50,000 $25,000 $10,000		Included
Earthquake - Form WA3044 11 2019 Deductible is 5% of the Amount of Insurance subject to a Minimum Deductible of $100,000	$8,741,800		$1,001.00
Flood - Form WA3043 11 2019	$8,741,800	$25,000	$339.00
Sewer Backup - Form WA3001 11 2019	$8,741,800	$25,000	$446.00
Premium Subtotal for Location 1			**$1,786.00**

Enhancement	Amount of Insurance	Premium
Property Enhancement		
Building and Business Contents Coverage - Plus Enhancement - Form WA3506 11 2019 **Cyber Loss (Commercial and Farm Liability) Policyholder Notice** - Form PH1687.2 05 2022 **Cyber Loss (Property) Policyholder Notice** - Form PH1687.1 05 2022 **Legal Expense PolicyHolder Notice EROC** - Form PH1633_1 12 2021		$11.00
Blanket By-Laws	Included	Included
Blanket Glass Deductible $1,000	Included	Included
Brands and Labels	$50,000	Included
Business Contents - Seasonal Increase	Included	Included
Catch All Clause - Aggregate Limit	$25,000	Included
Consequential Loss	Included	Included
Conviction Reward	$10,000	Included
Damage to Building by Theft	Included	Included
Debris Removal	$100,000	$11.00
Eco-Friendly Coverage Enhancement	$50,000	Included
Electronic Data Processing - Duplicates	$5,000	Included
Electronic Data Processing Research Costs	$50,000	Included

Enhancement	Amount of Insurance	Premium
Extra Expense	$50,000	Included
Flex Protect - Aggregate Limit Accounts Receivable Automatic Fire Suppression System - Accidental Discharge Exterior Paving Fine Arts Fire Department Service Charges Master Key Outdoor Trees, Shrubs, Flowers, Plants Personal Effects and Property of Others Professional Fees Valuable Papers and Records Research Costs	$250,000	Included
Home Office	$25,000	Included
Inflation Protection	5%	Included
Jewellery	Included	Included
Leasehold Interest	$25,000	Included
Loss Caused by Damage to Off-Premises Utilities	$100,000	Included
Newly Acquired or Newly Constructed Property Newly Acquired or Constructed Buildings Business Contents at Newly Acquired Locations Newly Acquired Business Contents Number of Consecutive Days : 60	 $1,000,000 $500,000 $100,000	Included
Outdoor Signs	$25,000	Included
Pollutant Clean Up and Removal	$100,000	Included
Preservation of Property	Included	Included
Property Manager's Claim Expense	$25,000	Included
Property Off-Premises Including In Transit	$50,000	Included
Water Damage, Other Liquids, Powder or Molten Material Damage	Included	Included
Business Income Enhancement		
Business Income - Plus Enhancement - Form WA3511 11 2019		Included
Broadened Coverage for Newly Acquired Locations Number of Consecutive Days: 60	Included	Included
Business Income from Dependent Properties	$50,000	Included
Business Income from Neighbouring Property	$50,000	Included
Increased Period of Restoration Due to By-Laws	$100,000	Included
Internet Service Provider Breakdown	$2,500	Included
Loss Caused by Damage to Off-Premises Utilities	$25,000	Included
Mortgage Rate Guarantee	$50,000	Included
Professional Fees	$5,000	Included
Premium Subtotal for Enhancement		**$1,462.00**

Unscheduled Tools	Amount of Insurance	Deductible	Premium
Tool Coverage Form (Broad Form) - Form WA3140 05 2022			
Unscheduled Tools Any One Item or Set of Items Newly Acquired Property Additional Coverage No Coinsurance Valuation basis is Replacement Cost (60 Months or newer)	$10,000 $2,500 $2,500	$1,000	Included
Premium Subtotal for Unscheduled Tools			**Included**

Inland Marine (Miscellaneous)	Amount of Insurance	Deductible	Premium
Installation Coverage Form - Form WA3038 05 2022	$20,000	$1,000	Included
Premium Subtotal for Inland Marine (Miscellaneous)			**Included**

Commercial Liability	Amount of Insurance	Deductible	Premium
Commercial General Liability Coverage Form - Form WA6000 05 2022			$779.00
Products-Completed Operations Aggregate	$2,000,000		
Each Occurrence	$2,000,000		
Personal and Advertising Injury Liability	$2,000,000		Included
Medical Payments - Any One Person	$10,000		Included
Tenants' Legal Liability	$1,000,000		Included
Deductible - Bodily Injury Liability, Per Occurrence basis			
Deductible - Property Damage Liability, Per Occurrence basis			
Removal of General Aggregate - Form WA6038 11 2019			
Broad Form Completed Operations - Form WA6014 11 2019			
Employee Benefits Liability Coverage - Form WA6002 08 2018	$1,000,000	$1,000	Included
Coverage - Employer's Liability - Form WA6015 11 2019			Included
Each Occurrence	$2,000,000		
Communicable Disease Exclusion Form - Form WA6095 03 2021			Included
Premium Subtotal for Commercial Liability			**$779.00**

Commercial Liability Exposures

Description	Industry Code	Basis	Basis Type	Rate	Advance Premium (Portion of Commercial Liability Premium)
Building Owners' Risk (Realty) - Apartment Style - 9 Storey or Less - No Mercantile Occupancy - Condominium (Not Townhouses)	665001	20	Per Suite	$0.00	$779.00

Non-Owned Auto	Amount of Insurance	Deductible	Premium
Standard Non-Owned Automobile Policy - Form SPF 6 07 2020	$2,000,000		$50.00
Contractual Liability Endorsement - Form SEF 96 07 2020			
Legal Liability for Damage to Hired Automobiles Endorsement - Form SEF 94 07 2020	$50,000	$1,000	$100.00
Excluding Long Term Leased Vehicles - Form SEF 99 07 2020			Included
Premium Subtotal for Non-Owned Auto			**$150.00**

Cyber	Amount of Insurance	Deductible	Premium
Cyber Coverage Form - Form WA8110 08 2020			Included
Data Compromise Response Expenses			
Aggregate Limit	$50,000	$1,000	
Sublimit Per Occurrence:			
Forensic IT Review - Amount of Insurance	$25,000		
Legal Review - Amount of Insurance	$25,000		
Public Relations - Amount of Insurance	$5,000		
Regulatory Fines and Penalties - Amount of Insurance	$25,000		
PCI Fines and Penalties - Amount of Insurance	$25,000		
1st Party Named Malware - Amount of Insurance	$50,000		
As a policyholder with Cyber Coverage, you receive free access to eRisk Hub®, a portal providing valuable data risk management tools, content and resources. Go to https://eriskhub.com/wawanesa Access code: 691160-184			
Premium Subtotal for Cyber			**Included**

Crime	Amount of Insurance	Deductible	Premium
Commercial Crime Coverage Form - Form WA3600 11 2020			Included
Armoured Motor Vehicle	$10,000		
Computer Fraud	$10,000		
Credit Card Forgery	$10,000		
Employee Dishonesty	$25,000		
Forgery or Alteration	$10,000		
Funds Transfer Fraud	$10,000		
Money Orders and Counterfeit Paper Currency	$10,000		
Money, Securities and Other Property	$10,000		
Employee Dishonesty - Third Party Bond - Form WA3607 11 2019			
Include Non-Compensated Directors and Officers as Employees - Form WA3609 11 2019			
Premium Subtotal for Crime			**Included**

Miscellaneous	Amount of Insurance	Deductible	Premium
Legal Expense Insurance for Select - Form WA8200 12 2021			Included
Employment Disputes	$100,000		
Legal Defence	$100,000		
Small Claims Court Contract Disputes & Debt Recovery	$100,000		
Statutory Licence Protection	$100,000		
Property Protection	$100,000		
Bodily Injury	$100,000		
Tax Protection	$100,000		
Telephone Legal Helpline Service (1-877-347-5399)	Unlimited		
Aggregate Limit per Annual Period	**$500,000**		
Premium Subtotal for Miscellaneous			**Included**

This policy is subject to: Common Policy and Property Conditions WA2999 08 2021; Statutory Conditions (Yukon) - SC0 08 2021; PH1687.1 05 2022; PH1633_1 12 2021; PH1687.2 05 2022; It includes the CEO Signature page Form WA2990 08 2018.

Policyholder meeting notice:
Policyholders in good standing can attend and vote (in person or by proxy) at meetings of the policyholders of Wawanesa Insurance. If you want to receive notice of these meetings, please visit wawanesa.com/annual-meeting.

Wawanesa Insurance

SUBSCRIPTION ENDORSEMENT

Renewal Policy effective
Sep 01, 2022
Supersedes any previous declaration bearing the same policy number

NAMED INSURED AND ADDRESS	BROKER OFFICE
WHITEHORSE CONDO CORP #124 UNIT 111 134 SEINE SQ WHITEHORSE YT Y1A 3C3	**HUB INTERNATIONAL INSURANCE BROKERS** **101-204 LAMBERT ST** **WHITEHORSE YT Y1A 1Z4** **Telephone: 866-622-6602** **Broker Number: 0408690** **Fax: 867-667-6343**

Policy Number	Account Number	Policy Period	
31894080	33801661	From Sep 01, 2022 to Sep 01, 2023 12:01 A.M.	All times are local at the Named Insured's postal address as stated herein

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUBSCRIPTION ENDORSEMENT - Form WA3006

This endorsement modifies insurance provided under your policy.

Certain coverages in your policy are written on a subscription basis. This means that more than one insurer participates in such coverage.

1. Each company shown in the Schedule of Subscribing Companies participates in this insurance. Each such company will pay the percentage of covered loss or damage that the Percentage Insured shown beside its name bears to the total amount of covered loss or damage under the Coverage Insured.
2. Each company shown in the Schedule of Subscribing Companies is severally and not jointly liable for its participation. Each such company has, for itself and not for others, caused this Subscription Endorsement to be signed by its authorized representative.
3. The inability or failure of one company shown in the Schedule of Subscribing Companies to pay its share of loss or damage will not increase, change or in any other way affect the obligation of any other company shown in such schedule.

Schedule of Subscribing Companies

Company	Percentage Insured	Coverage Insured	Premium	Signature
Wawanesa Insurance	100% 100% 100% 100% 100% 100% 100% 51%	Crime Cyber Equipment Breakdown Inland Marine Legal Expense Liability Non-Owned Auto Property	$0.00 $70.00 $1,198.00 $0.00 $183.00 $779.00 $150.00 $9,759.00	
Aviva Insurance Company of Canada As Arranged by Cansure	10%	Property	$1,914.00	
Certain Lloyds Underwriters under Agreement No B0572NA22BC01 as arranged by Cansure	10%	Property	$1,914.00	
Certain Lloyd's Underwriters under contract B0572NA22BC04 as arranged by Cansure	9%	Property	$1,720.00	
Certain Lloyd's Underwriters under contract B0572NA22BC05 as arranged by Cansure	10%	Property	$1,914.00	
Everest Insurance Company of Canada as arranged by Cansure	10%	Property	$1,914.00	
		Total	**$21,515.00**	

"Wawanesa Insurance" is **The Wawanesa Mutual Insurance Company** and is the licensed insurer of this policy.

Wawanesa Insurance

COMMERCIAL INSURANCE POLICY MANUSCRIPT ENDORSEMENT

Renewal Declaration effective
Sep 01, 2022
Supersedes any previous declaration bearing the same policy number

NAMED INSURED AND ADDRESS	BROKER OFFICE
WHITEHORSE CONDO CORP #124 UNIT 111 134 SEINE SQ WHITEHORSE YT Y1A 3C3	**HUB INTERNATIONAL INSURANCE BROKERS** **101-204 LAMBERT ST** **WHITEHORSE YT Y1A 1Z4** **Telephone: 866-622-6602** **Broker Number: 0408690** **Fax: 867-667-6343**

Policy Number	Account Number	Policy Period	
31894080	33801661	From Sep 01, 2022 to Sep 01, 2023 12:01 A.M.	All times are local at the Named Insured's postal address as stated herein

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MANUSCRIPT - AMENDMENT - BLANKET BY-LAWS AMOUNT OF INSURANCE - Form WA3999 - L1P1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
MANUSCRIPT - AMENDMENT - BLANKET BY-LAWS AMOUNT OF INSURANCE

This endorsement modifies insurance provided under the following:
BUILDING AND BUSINESS CONTENTS COVERAGE - BASE ENHANCEMENT (WA3500)
BUILDING AND BUSINESS CONTENTS COVERAGE - PLUS ENHANCEMENT (WA3506)

SCHEDULE - BY-LAWS AMOUNT OF INSURANCE
Location(s) “all locations”

This endorsement applies only to locations shown in the SCHEDULE - BY-LAWS AMOUNT OF INSURANCE above.

Blanket By-Laws Additional Coverage is amended as shown below:
The following replaces Paragraph (ii):
(ii) The most we will pay under this Blanket By-Laws Additional Coverage is the lesser of the following:
(1) 10% of the amount of insurance applicable to the covered locations; or
(2) $1,000,000 per covered location
Such amount is in addition to any other applicable Amount of Insurance.

All other terms and conditions remain unchanged.

00111 08-2021

All other terms, conditions and exclusions of the policy remain unchanged.

This policy contains a clause which may limit the amount payable.

COMMERCIAL INSURANCE POLICY MANUSCRIPT ENDORSEMENT

Renewal Declaration effective
Sep 01, 2022
Supersedes any previous declaration bearing the same policy number

NAMED INSURED AND ADDRESS	BROKER OFFICE
WHITEHORSE CONDO CORP #124 UNIT 111 134 SEINE SQ WHITEHORSE YT Y1A 3C3	**HUB INTERNATIONAL INSURANCE BROKERS** **101-204 LAMBERT ST** **WHITEHORSE YT Y1A 1Z4** **Telephone: 866-622-6602** **Broker Number: 0408690** **Fax: 867-667-6343**

Policy Number	Account Number	Policy Period	
31894080	33801661	From Sep 01, 2022 to Sep 01, 2023 12:01 A.M.	All times are local at the Named Insured's postal address as stated herein

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LMA5393 COMMUNICABLE DISEASE EXCLUSION ENDORSEMENT - Form WA3999 - L1P2

Page 1 of 2 LMA5393/MFICDX (09/00)
COMMUNICABLE DISEASE EXCLUSION ENDORSEMENT
Applicable to Insurer(s) as arranged by Cansure

It is hereby understood and agreed that the following exclusion applies to the subscription share of each insurer as arranged by Cansure under the following property insurance policy:
Name Insured: WHITEHORSE CONDO CORP #124
Lead Insurer: WAWANESA INSURANCE
Lead Policy Number: 31894080
Policy Effective Date: SEPTEMBER 1, 2022

COMMUNICABLE DISEASE EXCLUSION ENDORSEMENT #1 LMA5393 (For use on property policies)
1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
2.1. for a Communicable Disease, or
2.2. any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or
between organisms, and
3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of
property insured hereunder.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the policy remain the same.
COMMUNICABLE DISEASE EXCLUSION #2 MFICDX (For use on property policies)
Notwithstanding any other provision of this policy to the contrary, this policy does not insure the following::
a. What is not covered?
1. We will not pay for any:
a. loss or claim;
b. additional or increased costs;
c. emergency evacuation costs, or restricted access costs;

NAMED INSURED AND ADDRESS	BROKER OFFICE
WHITEHORSE CONDO CORP #124 UNIT 111 134 SEINE SQ WHITEHORSE YT Y1A 3C3	**HUB INTERNATIONAL INSURANCE BROKERS** **101-204 LAMBERT ST** **WHITEHORSE YT Y1A 1Z4** **Telephone: 866-622-6602** **Broker Number: 0408690** **Fax: 867-667-6343**

Policy Number	**Account Number**	**Policy Period**	All times are local at the Named Insured's postal address as stated herein
31894080	33801661	From Sep 01, 2022 to Sep 01, 2023 12:01 A.M.	

d. costs to clean-up, detoxify, remove, monitor, test, prevent, or implement;
e. economic loss;
f. loss of market, loss of use, or loss of occupancy;
g. physical loss or damage to insured property;
h. compensatory damages; nor for
i. bodily injury;
caused or resulting from, directly or indirectly, in any way by:
i. an endemic, epidemic, pandemic, or outbreak of a communicable disease;
ii. any contamination of or exposure to any infectious agent, disease, virus, pathogen, or other microorganism which includes or is capable of inducing distress, illness, disease, death, or property damage;
nor by
iii. any activity, order, or decision made by a Canadian civil authority, or other government entity to pr respond, respond to, reduce, or control any item or event listed in (i) and (ii) above;
and this exclusion applies to and modifies any coverage otherwise provided by this policy.

SECTION TWO - CONDITIONS OF THIS FORM
1. Except where modified by this form, all other terms of your policy apply and are incorporated by reference.

All other terms, conditions and exclusions of the policy remain the same.

All other terms, conditions and exclusions of the policy remain unchanged.

PLEASE REVIEW YOUR DOCUMENTS CAREFULLY AS WE HAVE MADE CHANGES TO SOME OF THE POLICY WORDINGS.

We have made some changes to your Legal Expense coverage form. The form number shown on your policy for this coverage is WA8200, WA8201, WA8202, WA8210, WA8211, WA8212 or WA8213.

Wawanesa is your insurer – we provide your coverage and pay your claims – but your Legal Expense coverage is managed for us by another company. The name of this company has changed to ARAG Legal Solutions Inc.

We have added a new provision to your Legal Expense coverage form, called MAKING A CLAIM. This provides direction on how to contact us if you have a claim that is covered by this form.

We have also made some formatting adjustments and other minor amendments.

None of these change the coverages provided by your Legal Expense form. Please contact your broker if you have any questions.

PLEASE REVIEW YOUR DOCUMENTS CAREFULLY AS WE HAVE MADE CHANGES TO SOME OF THE POLICY WORDINGS.

With the recent rapid advancement in technology, losses due to cyber risks have risen sharply. As coverage and pricing for cyber loss are not contemplated in your policy, we have added a new exclusion for Cyber loss to our property wordings, including the Building and Business Contents forms and inland marine (floater) forms.

This will result in a reduction in coverage.

Please contact your broker if you have any questions.

PLEASE REVIEW YOUR DOCUMENTS CAREFULLY AS WE HAVE MADE CHANGES TO SOME OF THE POLICY WORDINGS.

With the recent rapid advancement in technology, losses due to cyber risks have risen sharply. As coverage and pricing for cyber loss are not contemplated in your policy, we have made 2 major changes to the following liability forms:

Commercial General Liability Coverage Form

Farm General Liability Coverage Form

The 2 major changes are:

1. We have added a new exclusion for Cyber and Electronic Data; and
2. Because electronic data is now excluded in the new Cyber and Electronic Data exclusion, we have amended the Electronic Data and Access or Disclosure of Confidential or Personal Information exclusion to now only exclude Access or Disclosure of Confidential or Personal Information.

Both of these changes will result in a reduction in coverage.

We have also amended the definition of electronic data to better fit with today's technology.

Please contact your broker if you have any questions.

BUILDING AND BUSINESS CONTENTS COVERAGE FORM
(Broad Form)

Words and phrases in quotation marks have special meaning as defined in **G**. **DEFINITIONS**.

Whenever the following words are used in this Coverage Form, they will be specifically defined as follows:
You and **your** means the **Named Insured**.
We, **us** and **our** means **The Wawanesa Mutual Insurance Company**.

A. INSURED PROPERTY AND PERILS

We will pay for direct physical loss or damage to Insured Property at the “premises” described in the Declarations caused by or resulting from a peril not otherwise excluded.

1. Insured Property

Insured Property, as used in this Coverage Form, means the following types of property for which an Amount of Insurance is shown in the Declarations:

Coverage A - Buildings

We insure buildings or structures at the "premises" described in the Declarations, including:

(a) Other buildings or structures at such "premises", including garages, storage buildings, shipping containers and unlicensed trailers used for storage;
(b) Permanently installed fixtures, fittings, machinery and equipment;
(c) Outdoor signs, if permanently attached to a covered building;
(d) Outdoor fixtures;
(e) Materials, equipment and supplies on the "premises", owned by you and used to maintain or service an insured building or structure or its "premises";
(f) Completed additions;
(g) If not covered by other insurance:
  (i) Additions under construction, alterations and repairs to the building or structure;
  (ii) Materials, equipment, supplies and temporary structures, used for making additions, alterations or repairs to an insured building or structure.
(h) Growing plants, trees, shrubs and flowers used for decorative purposes inside a building you own.

Coverage B - Business Contents

We insure Business Contents located in or on the buildings at the described "premises" including:

(a) Property you own that is used in your business, including furniture, fixtures, machinery, equipment, "stock" and work or goods in progress;
(b) Similar property owned by others that is in your care, custody or control and that you are contractually obligated to insure, or for which you are legally liable for loss or damage.
(c) **(i)** Tenants' improvements and betterments, including those completed by a previous tenant. Improvements and betterments are fixtures, alterations, installations or additions:
  (1) Made a part of the building or structure you occupy but do not own; and
  (2) You acquired or made at your expense but cannot legally remove.
  (ii) If the "premises" is a condominium "unit" that you own, the improvements, betterments, fixtures and alterations within your "unit", including those completed by a previous tenant.

Coverage B does not include any property described in Coverage A.

Coverage C - Property of Every Description

We insure Buildings and Business Contents as described in **Coverage A - Buildings** and **Coverage B – Business Contents** above.

2. Insured Perils

Except as otherwise provided, this Coverage Form insures against all risks of direct physical loss of or damage to Insured Property.

B. EXCLUDED PROPERTY AND PERILS

1. Excluded Property

We will not insure loss of or damage to:

(a) Money, "cash cards", electronic currency (e-currency), notes, securities, bank notes, stamps, tickets (except lottery tickets held for sale), tokens, bills, or evidence of debt or title;
(b) Automobiles, trailers, watercraft, amphibious or air cushion vehicles, aircraft, spacecraft, motors, including equipment and accessories attached to or mounted onto all such property;
  This exclusion **(b)** does not apply to:
  (i) Watercraft, amphibious or air cushion vehicles, land vehicles or self-propelled machines (other than licensed automobiles), that you hold for sale or that have been sold but not delivered;
  (ii) Unlicensed automobiles or unlicensed trailers held for sale or used in your business when on your "premises";
(c) Crops, lawns, trees, shrubs, flowers or plants (other than "stock" of trees, shrubs, flowers or plants), all while outside buildings.

This exclusion **(c)** does not apply to lawns, trees, shrubs, flowers or plants on a vegetative roof; however, loss or damage caused by or resulting from the following perils is not insured:
(i) Dampness or dryness of atmosphere;
(ii) Changes in or extremes of temperature, heating or freezing; or
(iii) Rain, snow, ice, sleet or hail;

(d) Animals, fish or birds. This exclusion **(d)** does not apply to loss or damage caused directly by:
(i) A "Named Peril"; or
(ii) Theft or attempted theft;
to animals, fish or birds that are not "livestock";

(e) Sewers, drains and watermains located beyond the outside walls or foundation of your building. This exclusion **(e)** does not apply to loss or damage to sewers, drains or watermains located within the property lines of your "premises", caused directly by a "Named Peril".

(f) Property which, to your knowledge, has been vacant, unoccupied or shut down for more than 60 consecutive days. A building that is under construction, will not be considered vacant, unoccupied or shut down.

(g) Bridges, roadways, walkways, parking lots or other exterior paved surfaces;

(h) Property:
(i) Insured under the terms of any marine insurance; or
(ii) While waterborne, except while on a regular ferry or railway car transfer in connection with land transportation;

(i) Property after the time it leaves your custody if it is:
(i) Loaned, rented or leased to others; or
(ii) Sold by you under conditional sale, installment payment or other deferred payment plan.
This exclusion **(i)** does not apply while such property is in the custody of a carrier for hire for the purpose of delivery at your risk.

(j) Land, land value, water or groundwater. This exclusion **(j)** does not apply to packaged water products or water inside a storage tank that is used in your manufacturing or processing operations.

(k) Property:
(i) Illegally acquired, kept, stored or transported; or
(ii) Seized or confiscated for breach of any law or by order of any public authority.

(l) Property containing any polychlorinated biphenyls (also known as PCBs);

(m) Any:
(i) Pressure vessel, including its connected piping and equipment, which has normal internal working pressure greater than 103 kilopascals (15 pounds per square inch) above atmospheric pressure; or
(ii) Boiler, including its connected piping and equipment, which contains steam or water under steam pressure (except tanks having an internal diameter of 610 millimetres (24 inches) or less used for the storage of hot water for domestic use);
caused directly or indirectly by explosion, collapse, rupture, bursting, cracking, burning out or bulging of such property while connected and ready for use.
This exclusion **(m)** does not apply to:
(1) Manually portable gas cylinders;
(2) Explosion of natural, coal or manufactured gas; or
(3) Explosion of gas or unconsumed fuel within a furnace or within the gas passages from the furnace to the atmosphere;

(n) "Fine arts";

(o) "Crop inputs" or "crop outputs". This exclusion **(o)** does not apply to "crop inputs" that you hold for sale or that have been sold but not delivered.

2. Excluded Perils
SECTION I
We will not pay for loss or damage caused directly or indirectly:

(a) In whole or in part, by earthquake. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, except for loss or damage caused directly by resultant fire, explosion, smoke or leakage from "fire protective equipment", all as described and limited in the "Named Perils" definition in Section **G. DEFINITIONS**.
This exclusion **(a)** does not apply to Insured Property in transit;

(b) In whole or in part, by "flood". This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, except for loss or damage caused directly by resultant fire, explosion, smoke, leakage from "fire protective equipment", riot, vandalism or malicious acts, all as described and limited in the "Named Perils" definition in Section **G. DEFINITIONS**, and theft or attempted theft.
This exclusion **(b)** does not apply to Insured Property in transit or loss or damage caused directly by leakage from a watermain or "water container";

(c) **(i)** **(1)** By seepage, leakage or influx of water derived from natural sources through basement walls, doors, windows or other openings, foundations, basement floors, sidewalks or sidewalk lights;
(2) By water under the ground surface exerting pressure on any foundation or basement wall; or
(3) By the backing up or overflow of water from sewers, sumps, septic tanks or drains, wherever located,
unless concurrently and directly caused by a peril not otherwise excluded;
(ii) **(1)** By the entrance of rain, sleet or snow through doors, windows, skylights, roof drains or other similar wall or roof openings; or
(2) By the entrance of water or natural precipitation diffused over the surface of the roof or balcony,
unless through an aperture concurrently and directly caused by a peril not otherwise excluded;

(d) By centrifugal force, mechanical breakdown, electrical breakdown or derangement. This exclusion does not apply to loss or damage caused directly by a resultant peril not otherwise excluded;

(e) **(i)** By dampness or dryness of atmosphere;
(ii) By changes in or extremes of temperature, or by heating or freezing; or
(iii) By total or partial interruption to the supply of electricity, water, gas, oil or steam.
This exclusion **(e)** does not apply to:
(1) Loss or damage caused directly by rupture of pipes or breakage of apparatus not excluded in **(m)** of Section **B.1. Excluded Property**;
(2) Damage to pipes caused directly by freezing, unless such pipes are excluded in **(e)** and **(m)** of Section **B.1. Excluded Property**;
(3) Loss of or damage to Insured Property other than "stock" caused directly by a "Named Peril", theft or attempted theft; or
(4) Loss or damage caused directly by an accident to a transporting conveyance;

(f) **(i)** By shrinkage, evaporation, loss of weight, leakage of contents, exposure to light, or change in colour or texture or finish;
(ii) By contamination;
(iii) By marring, scratching or crushing.
This exclusion **(f)** does not apply to loss or damage caused directly by:
(1) "Named Perils";
(2) Rupture of pipes or breakage of apparatus not excluded in **(e)** and **(m)** of Section **B.1. Excluded Property**;
(3) Theft or attempted theft;
(4) An accident to a transporting conveyance;

(g) By smoke from agricultural smudging or industrial operations;

(h) By gnawing, nesting or infestation, or discharge or release of waste products or secretions, by animals, insects or birds. This exclusion **(h)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded;

(i) By delay, loss of market, or loss of use or occupancy;

(j) In whole or in part, by war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;

(k) **(i)** By any nuclear incident (as defined in the *Nuclear Liability and Compensation Act* (Canada) or any other nuclear liability act, law or statute, or any amending law) or nuclear explosion. This exclusion applies whether or not there are one or more causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, except loss or damage caused directly by resultant fire, lightning or explosion of natural, coal or manufactured gas, all as described in the "Named Perils" definition in Section **G. DEFINITIONS**;
(ii) By contamination by radioactive material. This exclusion applies whether or not there are one or more causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;

(l) **(i)** By any dishonest or criminal act committed by you or your agent, acting alone or in collusion with others;
(ii) By theft or attempted theft committed by any employee of yours, acting alone or in collusion with others;
(iii) By any dishonest or criminal act committed by anyone, except as stated in **(l) (ii)**, when you or your agent knew or ought to have known of the dishonest or criminal act prior to the loss or damage.
This exclusion **(l) (iii)** does not apply if, upon becoming aware of the dishonest or criminal act and prior to the loss or damage, you or your agent immediately notifies the police and us.
These exclusions **(l) (i)** and **(l) (iii)** above do not apply to a claim by an "innocent co-insured" for loss of or damage to property in which they have a legal interest, but only to the extent of their proportional interest in that property;

(m) By snowslide, landslide, subsidence or other earth movement. This exclusion does not apply to Business Contents, property in transit, or to loss or damage caused directly by resultant fire, explosion, smoke or leakage from "fire protective equipment", all as described in the "Named Perils" definition in Section **G. DEFINITIONS**;

(n) By explosion (except explosion of natural, coal, or manufactured gas), collapse, rupture, bursting, cracking, burning out or bulging of the following property owned, operated or controlled by you:
(i) The portions containing steam or water under steam pressure of all boilers generating steam, and piping or other equipment connected to such boilers and containing steam or water under steam pressure;
(ii) Piping and apparatus or their parts normally containing steam or water under steam pressure from an external source and while under such pressure;

(iii) Other vessels and apparatus and their connected pipes while under pressure, or while in use or in operation, provided their maximum normal internal working pressure exceeds 103 kilopascals (15 pounds per square inch) above atmospheric pressure, but this exclusion does not apply to loss or damage resulting directly from the explosion of manually portable gas cylinders or of tanks having an internal diameter of 610 millimetres (24 inches) or less used for the heating and storage of hot water for domestic use;

(iv) Moving or rotating machinery or its parts;

(v) Any vessels and apparatus and their connected pipes while undergoing pressure tests, but this exclusion does not apply to other Insured Property that has been damaged by such explosion;

(vi) Gas turbines.

This exclusion **(n)** does not apply to loss or damage caused by resultant fire;

(o) By settling, expansion, contraction, moving, shifting or cracking. This exclusion does not apply to Business Contents or to loss or damage caused directly and concurrently by a peril not otherwise excluded;

(p) Proximately or remotely, arising in consequence of or contributed to by the enforcement of any by-law, regulation, ordinance, building code, construction code or law regulating zoning or the demolition, use, repair or construction of buildings or structures, including the cost of removing any debris.
This exclusion **(p)** applies whether or not the building or structure has sustained direct physical loss or damage;

(q) By seizure or destruction of property by order of governmental authority. But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread;

(r) By artificially generated electric current, including electric arcing, that disturbs electrical devices, appliances or wires. But if loss or damage by fire or explosion results, we will pay for that resulting loss or damage;

(s) By rain, snow, ice or sleet to Business Contents in the open;

(t) By unauthorized instructions to transfer property to any person or to any place;

(u) **(i)** By wear and tear;

(ii) By rust, corrosion, oxidation or chemical reduction;

(iii) By gradual deterioration, wet or dry rot, hidden or latent defect or any quality in property that causes it to damage or destroy itself.

This exclusion **(u)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded;

(v) By faulty, improper or defective material, workmanship or design.
This exclusion **(v)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded.
We will not pay for any cost to correct or make good the faulty, improper or defective material, workmanship or design, or to tear down, tear out, repair or replace any property to correct the faulty, improper or defective material, workmanship or design;

(w) By unexplained loss, mysterious disappearance, or the shortage of Business Contents disclosed on taking inventory;

(x) By voluntary parting with any property by you or anyone entrusted with the property if induced to do so with the use or unauthorized use of any financial instrument, including any fraudulent, forged or altered credit card, debit card, "cash card", electronic currency (e-currency), bank draft, cheque, money order or counterfeit currency;

(y) To Business Contents while actually being worked upon and directly resulting from such work or caused by any repairing, adjusting or servicing of such property. This exclusion **(y)** does not apply to loss or damage caused directly by resultant fire or explosion.

SECTION II

(a) Pollution

We will not pay for:

(i) Loss or damage caused directly or indirectly by any actual or alleged spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants", or the cost or expense of any resulting clean up. This exclusion does not apply:

(1) If the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants" occurs during the policy period and is directly caused by a peril not otherwise excluded; or

(2) To loss or damage caused directly by a resultant peril not otherwise excluded;

(ii) The cost or expense for any testing, monitoring, evaluating or assessing of an actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants".

(b) Data

(i) We will not pay for loss or damage to "data".

(ii) We will not pay for loss or damage caused directly or indirectly by a "data problem". This exclusion **(b)(ii)** does not apply to loss or damage caused directly by resultant fire, explosion, smoke or leakage from “fire protective equipment”, all as described in the "Named Perils" definition in Section **G. DEFINITIONS**;

(c) Fungi and Spores

We will not pay for:

(i) Loss or damage consisting of or caused directly or indirectly, in whole or in part, by any "fungi" or "spores". This exclusion does not apply:

(1) If the "fungi" or "spores" are directly caused by a peril not otherwise excluded in this form that occurs during the policy period; or

(2) To loss or damage caused directly by a resultant peril not otherwise excluded in this form;

(ii) The cost or expense for any testing, monitoring, evaluating or assessing of "fungi" or "spores".

(d) Terrorism

This Coverage Form does not insure loss or damage caused directly or indirectly, in whole or in part, by "terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism". This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect.

(e) Communicable Disease

We will not pay for:

(i) Loss or damage caused directly or indirectly, in whole or in part, by a "communicable disease".

(ii) The cost or expense for any testing, monitoring, evaluating, assessing or clean-up of “communicable disease”.

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

(f) Cyber Loss

We will not pay for:

(i) Loss or damage caused directly or indirectly, in whole or in part, by "cyber loss"; or

(ii) The cost or expense caused directly or indirectly by any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any "data", including any amount pertaining to the value of such "data".

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. However, this exclusion does not apply to loss or damage caused directly by resultant fire or explosion.

C. LIMITATIONS

1. Cannabis

We will not pay for loss or damage to that quantity of cannabis or cannabis product that is in excess of any federal or applicable provincial or territorial legal limit.

2. Furs, Jewellery and Precious Stones

We will not pay more than the following limits for each group of property below, unless the loss or damage is caused by "Named Perils":

(a) $5,000 for furs, fur garments and garments trimmed with fur;

(b) $5,000 for jewels, jewellery, watches, pearls, precious stones or semi-precious stones. This limit does not apply to jewellery and watches worth $100 or less per item; or

(c) $2,500 for bullion, platinum and other precious metals or their alloys.

3. Glass

We will not pay for loss or damage to exterior glass or vitrolite or any lettering or ornamentation on either, unless the loss or damage is caused by "Named Perils".

D. AMOUNTS OF INSURANCE

The most we will pay for loss or damage in any one occurrence is the applicable Amount of Insurance shown in the Declarations or in any schedule or endorsement that is part of this Coverage Form.

E. DEDUCTIBLE

We are liable for the amount by which the loss or damage in any one occurrence caused by an insured peril exceeds the amount of the deductible shown in the Declarations.

F. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Common Policy And Property Conditions:

1. Co-insurance Clause

This clause applies separately to each item for which a co-insurance percentage is shown in the Declarations and only where the amount of loss or damage exceeds the lesser of 5% of the applicable amount of insurance or $25,000.

You will maintain insurance concurrent with this form on the Insured Property to the extent of at least the amount produced by multiplying the value of the property as determined in **2. Valuation Clause** below, by the co-insurance percentage shown in the Declarations. If you fail to do so, you will be entitled to recover only that portion of any loss that the amount of insurance in force at the time of loss bears to the amount of insurance required to be maintained by this clause.

2. Valuation Clause

We will determine the value of Insured Property as follows:

(a) Replacement Cost

At Replacement Cost (without deduction for depreciation) if the Valuation basis shown in the Declarations indicates Replacement Cost, except as provided in Paragraphs **(c)** through **(g)** below. If Replacement Cost is shown in the Declarations, Paragraph **(b) Actual Cash Value** below does not apply.

(i) You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim on a replacement cost basis if you notify us of your intent to do so within 180 days after the loss or damage.

(ii) We will not pay on a replacement cost basis for any loss or damage:

(1) Until the lost or damaged property is actually repaired or replaced; and

(2) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

(iii) We will not pay more for loss or damage on a replacement cost basis than the least of:

(1) The cost to replace, on the same "premises", the lost or damaged property with new property:

(a) Of comparable material and quality; and

(b) Used for the same purpose;

(2) The amount you actually spend that is necessary to repair or replace the lost or damaged property; or

(3) The amount of insurance applicable to the lost or damaged property.

If a building is rebuilt at a different site, the cost described in **(a)(iii)(1)** above is limited to the cost which would have been incurred had the building been rebuilt at the original “premises”.

(b) Actual Cash Value

At Actual Cash Value if the Valuation basis shown in the Declarations indicates Actual Cash Value. If Actual Cash Value is shown in the Declarations, Paragraphs **(a) Replacement Cost** and **(f)** in this **Valuation Clause** do not apply.

Actual cash value is determined as at the time and place of loss or damage to the Insured Property. We will not pay more for loss or damage on an actual cash value basis than the least of:

(i) The cost to repair or replace the lost or damaged property less any depreciation; or

(ii) The amount of insurance applicable to the lost or damaged property.

In determining depreciation, we will consider:

(1) The condition of the property immediately before the loss or damage;

(2) The resale value of the property immediately before the loss or damage;

(3) The normal life expectancy of the property; and

(4) Obsolescence.

(c) **(i)** On unsold "stock", Actual Cash Value plus the cost of your work (labour and materials) performed on the property;

(ii) On sold "stock", the selling price less discounts and expenses you otherwise would have incurred.

(d) The following property at actual cash value:

(i) Used or second-hand merchandise held in storage or for sale;

(ii) Surplus or obsolete property that is no longer used by you;

(iii) Property of others;

(iv) Manuscripts;

(e) On glass at the cost of replacement with safety glazing material if required by law.

(f) On tenants’ improvements and betterments at:

(i) The cost to replace if repaired or replaced with due diligence and dispatch on the same site, or if this is not possible, the cost of moving, temporary storage and restoration on another site.

(ii) The pro-rated original cost of such improvements and betterments for the balance of the lease term, if you do not repair or replace such improvements and betterments promptly. If your lease contains a renewal option, the expiration of the renewal option will be used for the preceding calculation instead of the expiration of the current lease term.

(iii) The cost to replace such improvements and betterments at this or another location, if the building owner exercises the cancellation clause in your lease because of a peril not otherwise excluded (even if your tenants’ improvements and betterments are not damaged or destroyed by such peril) and your interest in such improvements and betterments reverts to the building owner.

We are not liable for any loss of leasehold interest in tenants’ improvements resulting from you exercising an option to cancel the lease;

(g) On valuable papers and records including those which exist on electronic or magnetic media (other than prepackaged software programs), at the cost of:

(i) Blank materials for reproducing the records; and

(ii) Labour to transcribe or copy the records if duplicates exist.

3. Pairs, Sets or Parts

(a) In case of loss or damage to any part of a pair or set we may:

(i) Repair or replace any part to restore the pair or set to its value before the loss or damage; or

(ii) Pay the difference between the value of the pair or set before and after the loss or damage.

(b) In case of loss or damage to any part of Insured Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

4. Subrogation

(a) Upon making any payment or assuming liability for payment under this Coverage Form, we will be subrogated to all your rights of recovery against others and may bring action to enforce such rights. We will have the right to control such subrogation. Following loss or damage, you will not take any action that harms or prejudices your or our rights of recovery against others, nor will you do anything to impair those rights.

All rights of subrogation with respect to insurance provided by this Coverage Form are waived against:

(i) Any person or organization for whom insurance is provided by this Coverage Form; and

(ii) If the "premises" is a condominium building and you are a "condominium corporation":

(1) Your directors, property managers, agents and employees; and

(2) The owner of a "unit" and, if residents of the household of the owner of a "unit", his or her spouse, the relatives of either and any person under the age of 21 in the care of such owner or his or her spouse provided that you have waived your right of legal action against such persons prior to the loss. However, this waiver of subrogation does

not apply to intentional loss or damage caused by such persons to the common areas of the described "premises".

Independent contractors will not be considered to be your directors, property managers, agents or employees.

(b) Where the net amount recovered, after deducting the costs of recovery, is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount will be divided between you and us in the proportion in which the loss or damage has been borne by each party respectively.

(c) You may waive your rights of subrogation against another party:

(i) Prior to a loss under this Coverage Form; or

(ii) After a loss under this Coverage Form if that party is someone insured by this insurance, a business firm owned or controlled by you, a business firm that owns or controls you, or your tenant.

This will not affect your right to recover.

G. DEFINITIONS

1. **"Cash Cards"** means cards designed to store a cash value by electronic means as a mode of payment and without direct access to a bank or other account. "Cash cards" do not include electronic currency (e-currency).
2. **"Communicable Disease"**
   (a) Means any:
   (i) Virus;
   (ii) Bacterium; or
   (iii) Other microorganism;
   that induces or is capable of inducing physical distress, illness or disease.
   (b) Includes any fear or threat (whether actual or perceived) of such virus, bacterium or other microorganism.
3. **"Computer System"** includes the following (whether or not mobile or portable):
   (a) Computer, hardware or peripheral computer equipment;
   (b) Communication or control system;
   (c) Electronic machine, device or instrument;
   (d) Server, cloud or networking equipment;
   (e) Microcontroller or microprocessor;
   (f) Input, output, or data storage device; or
   (g) Software, applications, program, process or code;
   that is owned, leased, rented, operated or controlled by you or any other party.
4. **"Condominium Corporation"** means a corporation constituted under provincial or territorial legislation relating to condominiums or co-ownership by declaration. It refers to a strata corporation in British Columbia and to a syndicate in Quebec.
5. **"Crop Inputs"** means:
   (a) Seeds used for production in the cultivation of "grain", "produce" or "hay, straw, silage or feed";
   (b) Fertilizers and chemicals, including herbicides and pesticides; and
   (c) Packaging or silage bags for property described in Paragraphs **(a)** and **(b)** above.
6. **"Crop Outputs"** means "grain", "produce" or "hay, straw, silage or feed".
7. **"Cyber Act"** means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof, involving access to, processing of, use of or operation of, any "computer system".
8. **"Cyber Incident"** means any:
   (a) Error or omission or series of related errors or omissions involving access to, processing of, use of or operation of, any "computer system"; or
   (b) Partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate, any "computer system".
9. **"Cyber Loss"**
   (a) Means any "cyber act" or "cyber incident".
   (b) Includes any action taken or failure to be taken by you or anyone acting on your behalf in controlling, preventing, suppressing, mitigating or remediating any "cyber act" or "cyber incident".
10. **"Data"** means representations of information or concepts, in any form.
11. **"Data Problem"** means:
    (a) Erasure, destruction, corruption, misappropriation, misinterpretation of "data";
    (b) Error in creating, amending, entering, deleting or using "data"; or
    (c) Inability to receive, transmit or use "data".
12. **"Fine Arts"** means paintings, etchings, pictures, tapestries and other bona fide works of art (such as valuable rugs, statuary, marbles, bronzes, antique furniture, rare books, manuscripts, antique silver, porcelains, rare glass and bric-a-brac) or other articles of rarity, historical value or artistic merit.
13. **"Fire Protective Equipment"** includes tanks, watermains, hydrants, valves and any other apparatus whether used solely for fire protection or jointly for fire protection and for other purposes, but does not include:
    (a) Branch piping from a joint system where such branches are used entirely for purposes other than fire protection;
    (b) Any watermains or appurtenances located outside of the "premises" and forming a part of the public water distribution system; or

(c) Any pond or reservoir in which the water is impounded by a dam.

14. **"Flood"** means:
    (a) The breaking out or overflow of any natural or artificial body of water, waves, storm surge, seiche, tides, tidal wave or tsunami; or
    (b) The unusual and rapid accumulation, overflow or runoff of water or natural precipitation temporarily diffused over the surface of the ground.
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. **"Grain"** means whole threshed grain, seeds grown for sale, peas, lentils and beans.
17. **"Hay, Straw, Silage or Feed"** means:
    (a) Stacked or baled hay or straw;
    (b) Silage or feed;
    (c) Commercial feed supplements; or
    (d) Concentrates or processed grains;
    all for livestock consumption.
18. **"Innocent Co-insured"** means any Insured who is a natural person and who has not abetted, colluded or consented to any dishonest or criminal act which resulted in loss or damage.
19. **"Livestock"** means any breed or population of animal kept for a useful or commercial purpose. These uses include the production of meat, dairy products, eggs and clothing materials.
20. **"Named Perils"** means the following perils:
    (a) Fire or Lightning
    (b) Explosion: Except with respect to the explosion of natural, coal or manufactured gas, there shall in no event be any liability for loss or damage caused by explosion, collapse, rupture, bursting, cracking, burning out or bulging of the following property owned, operated or controlled by you:
        (i) **(1)** The portions containing steam or water under steam pressure of all boilers generating steam, and piping or other equipment connected to such boilers and containing steam or water under steam pressure;
        (2) Piping and apparatus or their parts normally containing steam or water under steam pressure from an external source and while under such pressure;
        (3) The combustion chambers or fire boxes of steam generating boilers of the chemical recovery type and the flues or passages which conduct the gases of combustion from them;
        (4) Smelt dissolving tanks;
        (ii) Other vessels and apparatus and their connected pipes while under pressure, or while in use or in operation, provided their maximum normal internal working pressure exceeds 103 kilopascals (15 pounds per square inch) above atmospheric pressure, except that liability is specifically assumed for loss or damage resulting from the explosion of manually portable gas cylinders;
        (iii) Moving or rotating machinery or parts of same when such loss or damage is caused by centrifugal force or mechanical breakdown;
        (iv) Any vessels and apparatus and their connected pipes while undergoing pressure tests, but this exclusion does not apply to other Insured Property that has been damaged by such explosion;
        (v) Gas turbines.
        The following are not explosions within the intent or meaning of this paragraph **(b)**:
        (1) Electric arcing or any coincident rupture of electrical equipment due to such arcing;
        (2) Bursting or rupture caused by hydrostatic pressure or freezing;
        (3) Bursting or rupture of any safety disc, rupture diaphragm or fusible plug.
    (c) Impact by Aircraft, Spacecraft or Land Vehicle: Aircraft and spacecraft include articles dropped from them.
        There shall in no event be any liability for cumulative damage or for loss or damage:
        (i) Caused by land vehicles belonging to you or under your control or under the control of any of your employees;
        (ii) To aircraft, spacecraft or land vehicles causing the loss;
        (iii) Caused by any aircraft or spacecraft when being taxied or moved inside or outside of a building.
    (d) Riot, Vandalism or Malicious Acts: Riot includes open assemblies of strikers inside or outside the "premises" who have quit work, and of locked-out employees.
        There shall in no event be any liability for loss or damage due to:
        (i) Cessation of work or by interruption to process or business operations or by change in temperature;
        (ii) "Flood" or release of water impounded by a dam, or due to any explosion other than an explosion in respect of which there is insurance under Paragraph **(b)** of this "Named Perils" definition;
        (iii) Theft or attempted theft.
    (e) Smoke means smoke due to a sudden, unusual and faulty operation of any stationary furnace. There shall in no event be any liability for any cumulative damage.
    (f) Leakage From "Fire Protective Equipment" means:
        (i) The leakage or discharge of water or other substances from;
        (ii) The collapse of; or
        (iii) The rupture due to freezing of;
        "fire protective equipment" for the "premises".

(g) Windstorm or Hail:
There shall in no event be any liability for loss or damage:
(i) To the interior of the Building or to Business Contents unless damage occurs concurrently with and results from an aperture caused by windstorm or hail;
(ii) Directly or indirectly caused by any of the following, whether driven by wind or due to windstorm or not: snow-load, ice-load, tidal wave, high water, overflow, "flood", waterborne objects, waves, ice, land subsidence, landslip.

(h) Falling Objects: Falling objects does not include loss or damage to the interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.

(i) Weight of Snow, Ice or Sleet

(j) Specified Water Damage means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam not excluded by Excluded Peril **(n)**.

21. **"Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including odour, vapour, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
22. **"Premises"** means the entire area within the property lines and areas under adjoining sidewalks and driveways at each location shown in the Declarations, or in the open (or in or on a vehicle) within 100 metres of such location.
23. **"Produce"** means agricultural products of the soil, including fruits and vegetables.
24. **"Spores"** includes one or more reproductive particles or microscopic fragments produced by, emitted from or arising out of any “fungi”.
25. **"Stock"** means merchandise held in storage for sale, raw materials and in-process or finished goods, including supplies and packing, wrapping, shipping or advertising materials.
26. **"Terrorism"** means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group, organization or government for the purpose of influencing any government or instilling fear in the public or a section of the public.
27. **"Unit"** means the unit as defined in the declaration, description or bylaws of the "condominium corporation" or provincial or territorial legislation relating to condominiums or divided co-ownerships. It refers to a strata lot in British Columbia and to a private portion in Quebec.
28. **"Water Container"** means
(a) Your piping system, process equipment or tank; or
(b) Any other device or apparatus,
at the "premises" used for containing, heating, chilling, or dispensing water or ice. "Water container" does not include any:
(i) Watermain located beyond the bearing walls or foundations of the "premises";
(ii) Sewer, sump or septic system;
(iii) Drain;
(iv) Penstock, raceway, sluice, flume, reservoir or dam; or
(v) Water treatment plant or sewage treatment plant,
or any part thereof.

TOOL COVERAGE FORM (Broad Form)

Words and phrases in quotation marks have special meaning as defined in **G. DEFINITIONS**.

Whenever the following words are used in this Coverage Form, they will be specifically defined as follows:

You and **your** means the **Named Insured.**

We, us and **our** means **The Wawanesa Mutual Insurance Company**.

A. INSURED PROPERTY AND PERILS

We will pay for direct physical loss or damage to Insured Property caused by or resulting from a peril not otherwise excluded.

1. Insured Property

This form insures tools used in your business, including attachments and accessories to such property, which are:

(a) Owned by you; or

(b) Leased, rented or borrowed from others while in your care, custody or control and for which you are legally liable.

The Declarations will indicate whether the Insured Property is:

(1) Scheduled Tools. Scheduled tools will be specifically listed in the Declarations.

(2) Unscheduled Tools.

2. Insured Perils

Except as otherwise provided, this Coverage Form insures against all risks of direct physical loss of or damage to Insured Property.

B. EXCLUDED PROPERTY AND PERILS

1. Excluded Property

We will not insure loss of or damage to:

(a) Property illegally acquired, kept, stored or transported; or

(b) Property that belongs to your employee.

2. Excluded Perils

SECTION I

We will not pay for loss or damage caused directly or indirectly:

(a) By centrifugal force, mechanical breakdown, electrical breakdown or derangement.

This exclusion **(a)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded.

(b) **(i)** By dampness or dryness of atmosphere;

(ii) By changes in or extremes of temperature, or by heating or freezing;

(iii) By marring or scratching; or

(iv) By gnawing, nesting or infestation, or discharge or release of waste products or secretions, by animals, insects or birds.

This exclusion **(b)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded.

(c) By delay, loss of use or loss of market.

(d) In whole or in part, by war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

(e) **(i)** By any nuclear incident (as defined in the *Nuclear Liability And Compensation Act* (Canada) or any other nuclear liability act, law or statute, or any amending law) or nuclear explosion. This exclusion applies whether or not there are one or more causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, except loss or damage caused directly by resultant fire, lightning or explosion of natural, coal or manufactured gas;

(ii) By contamination by radioactive material. This exclusion applies whether or not there are one or more causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

(f) **(i)** By any dishonest or criminal act committed by you or your agent, acting alone or in collusion with others;

(ii) By theft or attempted theft committed by any employee of yours, acting alone or in collusion with others;

(iii) By any dishonest or criminal act committed by anyone, except as stated in **(f)(ii)**, when you or your agent knew or ought to have known of the dishonest or criminal act prior to the loss or damage.

This exclusion **(f)(iii)** does not apply if, upon becoming aware of the dishonest or criminal act and prior to the loss or damage, you or your agent immediately notifies the police and us.

These exclusions **(f)(i)** and **(f)(iii)** above do not apply to a claim by an "innocent co-insured" for loss of or damage to property in which they have a legal interest, but only to the extent of their proportional interest in that property.

(g) By seizure or destruction of property by order of governmental authority. But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread.

(h) By artificially generated electric current, including electric arcing, that disturbs electrical devices, appliances or wires.

But if loss or damage by fire or explosion results, we will pay for that resulting loss or damage.

(i) By wear and tear, any quality in the property that causes it to damage or destroy itself, hidden or latent defect, gradual deterioration, rust or corrosion.

This exclusion **(i)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded.

(j) By faulty, improper or defective material, workmanship or design.

This exclusion **(j)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded.

(k) By unexplained loss, mysterious disappearance or the shortage of property disclosed on taking inventory.

(l) By processing or work upon property. But if loss or damage by fire or explosion results, we will pay for that resulting loss or damage.

SECTION II

(a) Pollution

We will not pay for loss or damage caused directly or indirectly by the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants". This exclusion does not apply to loss or damage caused directly by a resultant peril not otherwise excluded.

(b) Terrorism

This Coverage Form does not insure loss or damage caused directly or indirectly, in whole or in part, by "terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism". This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect.

(c) Communicable Disease

We will not pay for:

(i) Loss or damage caused directly or indirectly, in whole or in part, by a "communicable disease".

(ii) The cost or expense for any testing, monitoring, evaluating, assessing or clean-up of “communicable disease”.

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

(d) Cyber Loss

We will not pay for:

(i) Loss or damage caused directly or indirectly, in whole or in part, by "cyber loss"; or

(ii) The cost or expense caused directly or indirectly by any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any "data", including any amount pertaining to the value of such "data".

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. However, this exclusion does not apply to loss or damage caused directly by resultant fire or explosion.

C. ADDITIONAL COVERAGES

1. Preservation of Property

If you give us written notice within 10 days of removal of your Insured Property because of imminent danger of loss or damage by an insured peril, we will pay for direct loss or damage by an insured peril while such property is temporarily at a safe place or while being taken to or returned from such place.

The Amount of Insurance applicable to this Preservation of Property Additional Coverage is included in and does not increase the Amount of Insurance for the Insured Property.

2. Newly Acquired Property

You may extend the insurance that applies to Insured Property to apply to new items of property of a type already covered by this Coverage Form. Insurance under this Additional Coverage will end when any one of the following first occurs:

(a) The policy expires;

(b) 30 days after you acquire the property; or

(c) You report the values to us.

We will charge you additional premium for values reported from the date you acquire the item of property.

The Amount of Insurance for this Additional Coverage is shown in the Declarations. This Additional Coverage is additional insurance that applies in addition to the applicable Amount of Insurance.

Paragraph **1. Coinsurance** in **F. ADDITIONAL CONDITIONS** does not apply to this Additional Coverage.

D. AMOUNTS OF INSURANCE

The most we will pay for loss or damage in any one occurrence is the applicable Amount of Insurance shown in the Declarations or in any schedule or endorsement that is part of this Coverage Form.

1. If Insured Property is Scheduled Tools, an Amount of Insurance is listed in the Declarations for each scheduled item.

2. If Insured Property is Unscheduled Tools:

(a) The Occurrence Amount of Insurance is the most we will pay for loss or damage to all separate items or sets of items of Insured Property in any one occurrence, no matter how many items or sets of items are involved; and

(b) The Any One Item or Set of Items Amount of Insurance is the most we will pay for loss or damage to any single item or set of items in any one occurrence.

E. DEDUCTIBLE

1. We are not liable for covered loss or damage in any one occurrence until the amount of such loss or damage exceeds the amount of the deductible shown in the Declarations.

2. If more than one deductible applies to loss or damage in any one occurrence, only the highest of any such deductibles will apply.

F. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Common Policy and Property Conditions:

1. Coinsurance

This clause applies separately to each item for which a co-insurance percentage is specified in the Declarations and only where the amount of loss or damage exceeds the lesser of 2% of the applicable amount of insurance or $5,000.

You will maintain insurance concurrent with this form on the Insured Property to the extent of at least the amount produced by multiplying the value of the property as determined in **2.** Valuation Clause below, by the co-insurance percentage specified in the Declarations. If you fail to do so, you will be entitled to recover only that portion of any loss that the amount of insurance in force at the time of loss bears to the amount of insurance required to be maintained by this clause.

2. Valuation

We will determine the value of Insured Property as follows:

(a) Replacement Cost for Certain Items Newly Purchased by You Within 60 Months

(i) At Replacement Cost (without deduction for depreciation) if the Valuation basis shown in the Declarations indicates Replacement Cost for Certain Items Newly Purchased by You Within 60 Months. If such Valuation basis is shown in the Declarations, Replacement Cost applies to Insured Property:

(1) Of which you are the original purchaser (exclusive of the selling dealer); and

(2) To which the covered loss or damage occurred within 60 months of the date such property was first delivered to you; or

(3) That is rented or leased to you, but only if you are responsible for replacement cost under the terms of the rental or lease agreement.

If Replacement Cost applies, Paragraph **(b) Actual Cash Value** below does not apply.

Replacement Cost does not apply to:

(4) Betterments resulting from the repair or replacement of Insured Property that has prior unrepaired damage; or

(5) Any increase in loss resulting from the enforcement of any restriction or prohibition in any regulation, ordinance or law.

(ii) You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim on a replacement cost basis if you notify us of your intent to do so within 180 days after the loss or damage.

(iii) We will not pay on a replacement cost basis for any loss or damage:

(1) Until the lost or damaged property is actually repaired or replaced; and

(2) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

(iv) We will not pay more for loss or damage on a replacement cost basis than the least of:

(1) The cost to replace the lost or damaged property with new property:

(a) Of comparable material and quality; and

(b) Used for the same purpose;

(2) The amount you actually spend that is necessary to repair or replace the lost or damaged property; or

(3) The amount of insurance applicable to the lost or damaged property.

(b) Actual Cash Value

At Actual Cash Value if the Valuation basis shown in the Declarations indicates Actual Cash Value. If Actual Cash Value is shown in the Declarations, Paragraph **(a) Replacement Cost for Certain Items Newly Purchased by You Within 60 Months** in this **Valuation Clause** does not apply.

Actual cash value is determined as at the time and place of loss or damage to the Insured Property. We will not pay more for loss or damage on an actual cash value basis than the least of:

(i) The cost to repair or replace the lost or damaged property less any depreciation; or

(ii) The amount of insurance applicable to the lost or damaged property.

In determining depreciation, we will consider:

(1) The condition of the property immediately before the loss or damage;

(2) The resale value of the property immediately before the loss or damage;

(3) The normal life expectancy of the property; and

(4) Obsolescence.

G. DEFINITIONS

1. "Communicable Disease"

(a) Means any:

(i) Virus;

(ii) Bacterium; or

(iii) Other microorganism;

that induces or is capable of inducing physical distress, illness or disease.

(b) Includes any fear or threat (whether actual or perceived) of such virus, bacterium or other microorganism.

2. "Computer System" includes the following (whether or not mobile or portable):

(a) Computer, hardware or peripheral computer equipment;

(b) Communication or control system;

(c) Electronic machine, device or instrument;

(d) Server, cloud or networking equipment;

(e) Microcontroller or microprocessor;

(f) Input, output, or data storage device; or

(g) Software, applications, program, process or code;

that is owned, leased, rented, operated or controlled by you or any other party.

3. "Cyber Act" means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof, involving access to, processing of, use of or operation of, any "computer system".

4. "Cyber Incident" means any:

(a) Error or omission or series of related errors or omissions involving access to, processing of, use of or operation of, any "computer system"; or

(b) Partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate, any "computer system".

5. **"Cyber Loss"**

   (a) Means any "cyber act" or "cyber incident".

   (b) Includes any action taken or failure to be taken by you or anyone acting on your behalf in controlling, preventing, suppressing, mitigating or remediating any "cyber act" or "cyber incident".

6. **"Data"** means representations of information or concepts, in any form.

7. **"Innocent Co-insured"** means any Insured who is a natural person and who has not abetted, colluded or consented to any dishonest or criminal act which resulted in loss or damage.

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

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

INSTALLATION COVERAGE FORM

Words and phrases in quotation marks have special meaning as defined in **G**. **DEFINITIONS**.

Whenever the following words are used in this Coverage Form, they will be specifically defined as follows:

You and **your** means the **Named Insured.**

We, us and **our** means **The Wawanesa Mutual Insurance Company**.

A. INSURED PROPERTY AND PERILS

We will pay for direct physical loss or damage to Insured Property caused by or resulting from a peril not otherwise excluded.

1. Insured Property

Insured Property, as used in this Coverage Form, means:

(a) Your materials, equipment and supplies intended to enter into and form part of the installation, that are:

(i) On the "job site", while awaiting and during installation and testing;

(ii) In transit to the "job site" or any other temporary storage site, including loading and unloading; or

(iii) In storage at any other location, but not while:

(1) Being manufactured; or

(2) Undergoing any process.

(b) Similar property of others in your care, custody or control.

(c) Temporary buildings and other structures built or assembled at the "job site", including cribbing, scaffolding, falsework, hoardings, excavation and construction forms and other similar property, but only to the extent that their replacement or restoration is necessary to complete the installation.

2. Insured Perils

Except as otherwise provided, this Coverage Form insures against all risks of direct physical loss of or damage to Insured Property.

B. EXCLUDED PROPERTY AND PERILS

1. Excluded Property

We will not insure loss of or damage to:

(a) Property otherwise specifically insured;

(b) Contractors' machinery, tools or equipment, except as provided under Paragraph **(c)** of **A.1. Insured Property**;

(c) Property:

(i) Illegally acquired, kept, stored or transported; or

(ii) Seized or confiscated for breach of any law or by order of any public authority;

(d) Property:

(i) Insured under the terms of any marine insurance; or

(ii) While waterborne, except while on a regular ferry or railway car transfer in connection with land transportation;

(e) Property while airborne;

(f) Automobiles, trailers, watercraft, amphibious or air cushion vehicles, aircraft, spacecraft, motors, including equipment and accessories attached to or mounted onto all such property;

(g) Land, land value, water or groundwater;

(h) Money, "cash cards", electronic currency (e-currency), bullion, platinum and other precious metals or their alloys, notes, securities, bank notes, stamps, tickets (except lottery tickets held for sale), tokens, bills, or evidence of debt or title; or

(i) Property while in or on any premises you own or lease.

2. Excluded Perils

SECTION I

We will not pay for loss or damage caused directly or indirectly:

(a) By centrifugal force, mechanical breakdown, electrical breakdown or derangement. This exclusion **(a)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded;

(b) **(i)** By frost or freezing; or

(ii) By total or partial interruption to the supply of electricity, water, gas, oil or steam.

This exclusion **(b)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded;

(c) By marring, scratching or crushing of glass. This exclusion **(c)** does not apply to loss or damage caused directly by:

(i) "Named Perils";

(ii) Rupture of pipes or breakage of apparatus;

(iii) Theft or attempted theft;

(iv) An accident to a transporting conveyance;

(d) By gnawing, nesting or infestation, or discharge or release of waste products or secretions, by animals, insects or birds.

This exclusion **(d)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded;

(e) By delay, loss of market, or loss of use or occupancy;

(f) In whole or in part, by war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;

(g) **(i)** By any nuclear incident (as defined in the *Nuclear Liability And Compensation Act* (Canada) or any other nuclear liability act, law or statute, or any amending law) or nuclear explosion. This exclusion applies whether or not there are one or more causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, except loss or damage caused directly by resultant fire, lightning or explosion of natural, coal or manufactured gas, all as described in the "Named Perils" definition in Section **G. DEFINITIONS**;

(ii) By contamination by radioactive material. This exclusion applies whether or not there are one or more causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;

(h) **(i)** By any dishonest or criminal act committed by you or your agent, acting alone or in collusion with others;

(ii) By theft or attempted theft committed by any employee of yours, acting alone or in collusion with others;

(iii) By any dishonest or criminal act committed by anyone, except as stated in **(h)(ii),** when you or your agent knew or ought to have known of the dishonest or criminal act prior to the loss or damage.

This exclusion **(h)(iii)** does not apply if, upon becoming aware of the dishonest or criminal act and prior to the loss or damage, you or your agent immediately notifies the police and us.

These exclusions **(h)(i)** and **(h)(iii)** above do not apply to a claim by an "innocent co-insured" for loss of or damage to property in which they have a legal interest, but only to the extent of their proportional interest in that property;

(i) By snowslide, landslide, subsidence or other earth movement, unless occurring concurrently with and directly resulting from an earthquake shock or other natural or man-made earth movement including those resulting from mining or fracking operations. This exclusion does not apply to Insured Property in transit, or to loss or damage caused directly by resultant fire, explosion, smoke or leakage from "fire protective equipment", all as described in the "Named Perils" definition in Section **G. DEFINITIONS**;

(j) Proximately or remotely, arising in consequence of or contributed to by the enforcement of any by-law, regulation, ordinance, building code, construction code or law regulating zoning or the demolition, use, repair or construction of buildings or structures, including the cost of removing any debris.

This exclusion **(j)** applies whether or not the building or structure has sustained direct physical loss or damage;

(k) By seizure or destruction of property by order of governmental authority. But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread;

(l) By artificially generated electric current, including electric arcing, that disturbs electrical devices, appliances or wires. But if loss or damage by fire or explosion results, we will pay for that resulting loss or damage;

(m) By rain, snow, ice or sleet to property in the open;

(n) By unauthorized instructions to transfer property to any person or to any place;

(o) **(i)** By wear and tear;

(ii) By rust, corrosion, oxidation or chemical reduction;

(iii) By gradual deterioration, wet or dry rot, hidden or latent defect or any quality in property that causes it to damage or destroy itself.

This exclusion **(o)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded;

(p) By faulty, improper or defective material, workmanship or design.

This exclusion **(p)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded.

We will not pay for any cost to correct or make good the faulty, improper or defective material, workmanship or design, or to tear down, tear out, repair or replace any property to correct the faulty, improper or defective material, workmanship or design;

(q) By unexplained loss, mysterious disappearance, or the shortage of property disclosed on taking inventory;

(r) By voluntary parting with any property by you or anyone entrusted with the property if induced to do so with the use or unauthorized use of any financial instrument, including any fraudulent, forged or altered credit card, debit card, "cash card", electronic currency (e-currency), bank draft, cheque, money order or counterfeit currency.

SECTION II

(a) Pollution

We will not pay for:

(i) Loss or damage caused directly or indirectly by any actual or alleged spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants", or the cost or expense of any resulting clean up. This exclusion does not apply:

(1) If the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants" occurs during the policy period and is directly caused by a peril not otherwise excluded; or

(2) To loss or damage caused directly by a resultant peril not otherwise excluded;

(ii) The cost or expense for any testing, monitoring, evaluating or assessing of an actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants".

(b) Data

(i) We will not pay for loss or damage to "data". This exclusion **(b)(i)** does not apply to the extent coverage is provided under the Valuable Papers and Records Additional Coverage.

(ii) We will not pay for loss or damage caused directly or indirectly by a "data problem". This exclusion **(b)(ii)** does not apply to loss or damage caused directly by resultant fire, explosion, smoke or leakage from "fire protective equipment", all as described in the "Named Perils" definition in Section **G. DEFINITIONS**.

(c) Fungi and Spores

We will not pay for:

(i) Loss or damage consisting of or caused directly or indirectly, in whole or in part, by any "fungi" or "spores". This exclusion does not apply:

(1) If the "fungi" or "spores" are directly caused by a peril not otherwise excluded in this form that occurs during the policy period; or

(2) To loss or damage caused directly by a resultant peril not otherwise excluded in this form;

(ii) The cost or expense for any testing, monitoring, evaluating or assessing of "fungi" or "spores".

(d) Terrorism

This Coverage Form does not insure loss or damage caused directly or indirectly, in whole or in part, by "terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism". This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect.

(e) Penalties or Liquidated Damages

We will not pay for:

(i) Penalties or liquidated damages for non-completion of or delay in completion of contract or non-compliance with contract conditions; or

(ii) Costs incurred solely in an effort to eliminate or reduce such penalties or liquidated damages.

(f) Communicable Disease

We will not pay for:

(i) Loss or damage caused directly or indirectly, in whole or in part, by a "communicable disease".

(ii) The cost or expense for any testing, monitoring, evaluating, assessing or clean-up of “communicable disease”.

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

(g) Cyber Loss

We will not pay for:

(i) Loss or damage caused directly or indirectly, in whole or in part, by "cyber loss"; or

(ii) The cost or expense caused directly or indirectly by any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any "data", including any amount pertaining to the value of such "data".

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. However, this exclusion does not apply to loss or damage caused directly by resultant fire or explosion.

C. ADDITIONAL COVERAGES

1. Debris Removal

We will pay your expense to remove debris of Insured Property caused by or resulting from an insured peril that occurs during the policy period.

We will also pay your expense to remove debris of other property that has been blown upon the "job site" by windstorm that occurs during the policy period.

This Additional Coverage does not apply to costs to:

(a) Extract "pollutants" from land or water; or

(b) Remove, restore or replace polluted land or water.

If the sum of direct physical loss or damage and debris removal expense exceeds the applicable Amount of Insurance, we will pay up to $5,000 for each "job site".

2. Preservation of Property

If you give us written notice within 10 days of removal of your Insured Property because of imminent danger of loss or damage by an insured peril, we will pay for direct loss or damage by an insured peril while such property is temporarily at a safe place away from the "job site" or while being taken to or returned from such place.

The Amount of Insurance applicable to this Preservation of Property Additional Coverage is included in and does not increase the Amount of Insurance for the Insured Property.

3. Fire Department Service Charge

When the fire department is called to save or protect Insured Property from an insured peril, we will pay your liability for fire department service charges:

(a) Assumed by contract or agreement prior to loss; or

(b) Required by local ordinance.

The most we will pay under this Additional Coverage is $1,000. This Additional Coverage is additional insurance that applies in addition to the applicable Amount of Insurance.

No Deductible applies to this Additional Coverage.

4. Pollutant Clean Up and Removal

We will pay your expense to extract "pollutants" from land or water at the "job site" if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from an insured peril that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which an insured peril occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The Amount of Insurance for this Additional Coverage is $10,000. Such Amount of Insurance is the most we will pay for the sum of all covered expenses at each "job site" in the policy period. This Additional Coverage is additional insurance that applies in addition to the applicable Amount of Insurance.

5. Valuable Papers and Records

(a) You may extend the insurance that applies to Insured Property to apply to your "valuable papers and records" that are at the "job site".

(b) We will also pay your costs to research, replace or restore the lost information on "valuable papers and records" for which duplicates do not exist and that result from direct physical loss or damage by an insured peril to the "valuable papers and records" described in Paragraph **(a)** above.

The most we will pay under this Additional Coverage is $10,000 for each "job site". This Additional Coverage is additional insurance that applies in addition to the applicable Amount of Insurance.

D. AMOUNTS OF INSURANCE

The most we will pay for loss or damage in any one occurrence is the applicable Amount of Insurance shown in the Declarations or in any schedule or endorsement that is part of this Coverage Form.

E. DEDUCTIBLE

We are liable for the amount by which the loss or damage in any one occurrence caused by an insured peril exceeds the amount of the deductible shown in the Declarations.

F. ADDITIONAL CONDITIONS

The following conditions apply in addition to Common Policy And Property Conditions:

1. Valuation Clause

We will determine the value of:

(a) Insured Property at Replacement Cost (without deduction for depreciation).

(i) You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim on a replacement cost basis if you notify us of your intent to do so within 180 days after the loss or damage.

(ii) We will not pay on a replacement cost basis for any loss or damage:

(1) Until the lost or damaged property is actually repaired or replaced; and

(2) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

(iii) We will not pay more for loss or damage on a replacement cost basis than the least of:

(1) The cost to replace, on the same "job site", the lost or damaged property with new property:

(a) Of comparable material and quality; and

(b) Used for the same purpose;

(2) The amount you actually spend that is necessary to repair or replace the lost or damaged property; or

(3) The amount of insurance applicable to the lost or damaged property.

Under Paragraphs **(iii)(1)** and **(iii)(2)** above, the cost to repair or replace the lost or damaged property includes:

(a) Necessary and reasonable professional fees;

(b) Reasonable contractors' and sub-contractors' overhead and profit; and

(c) Labour and delivery charges.

(b) Insured Property at Actual Cash Value, if we cannot pay on a Replacement Cost basis:

Actual cash value is determined as at the time and place of loss or damage to the Insured Property. We will not pay more for loss or damage on an actual cash value basis than the least of:

(i) The cost to repair or replace the lost or damaged property less any depreciation; or

(ii) The amount of insurance applicable to the lost or damaged property.

In determining depreciation, we will consider:

(1) The condition of the property immediately before the loss or damage;

(2) The resale value of the property immediately before the loss or damage;

(3) The normal life expectancy of the property; and

(4) Obsolescence.

This condition does not apply to any increase in the cost of replacement occasioned by a restriction or prohibition in any by-law, regulation, ordinance or law.

(c) "Valuable papers and records" including those which exist on electronic or magnetic media (other than prepackaged software programs), at the cost of:

(i) Blank materials for reproducing the records; and

(ii) Labour to transcribe or copy the records if duplicates exist.

However, this provision does not apply to the extent coverage is provided under the Valuable Papers and Records Additional Coverage.

2. Subrogation

Upon making any payment or assuming liability for payment under this Coverage Form, we will be subrogated to all your rights of recovery against others and may bring action to enforce such rights. We will have the right to control such subrogation. However, all our rights of subrogation are waived against any person or organization with respect to whom insurance is provided by this Coverage Form.

Where the net amount recovered, after deducting the costs of recovery, is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount shall be divided between you and us in the proportion in which the loss or damage has been borne by each party respectively.

Any release from liability entered into by you prior to loss will not affect your right to recover.

3. Cessation of Coverage

The insurance provided by this Coverage Form will end when one of the following first occurs:

(a) When the "job site" is left unattended for more than 30 consecutive days or when construction activity has ceased for more than 30 consecutive days;

(b) This policy expires;

(c) When the Insured Project described in the Declarations is accepted by the purchaser; or

(d) When your interest in the such project ceases.

G. DEFINITIONS

1. **"Cash Cards"** means cards designed to store a cash value by electronic means as a mode of payment and without direct access to a bank or other account. "Cash cards" do not include electronic currency (e-currency).

2. **"Communicable Disease"**

(a) Means any:

(i) Virus;

(ii) Bacterium; or

(iii) Other microorganism;

that induces or is capable of inducing physical distress, illness or disease.

(b) Includes any fear or threat (whether actual or perceived) of such virus, bacterium or other microorganism.

3. **"Computer System"** includes the following (whether or not mobile or portable):

(a) Computer, hardware or peripheral computer equipment;

(b) Communication or control system;

(c) Electronic machine, device or instrument;

(d) Server, cloud or networking equipment;

(e) Microcontroller or microprocessor;

(f) Input, output, or data storage device; or

(g) Software, applications, program, process or code;

that is owned, leased, rented, operated or controlled by you or any other party.

4. **"Cyber Act"** means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof, involving access to, processing of, use of or operation of, any "computer system".

5. **"Cyber Incident"** means any:

   (a) Error or omission or series of related errors or omissions involving access to, processing of, use of or operation of, any "computer system"; or

   (b) Partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate, any "computer system".

6. **"Cyber Loss"**

   (a) Means any "cyber act" or "cyber incident".

   (b) Includes any action taken or failure to be taken by you or anyone acting on your behalf in controlling, preventing, suppressing, mitigating or remediating any "cyber act" or "cyber incident".

7. **"Data"** means representations of information or concepts, in any form.

8. **"Data Problem"** means:

   (a) Erasure, destruction, corruption, misappropriation, misinterpretation of "data";

   (b) Error in creating, amending, entering, deleting or using "data"; or

   (c) Inability to receive, transmit or use "data".

9. **"Fire Protective Equipment"** includes tanks, watermains, hydrants, valves and any other apparatus whether used solely for fire protection or jointly for fire protection and for other purposes, but does not include:

   (a) Branch piping from a joint system where such branches are used entirely for purposes other than fire protection;

   (b) Any watermains or appurtenances located outside of the "job site" and forming a part of the public water distribution system; or

   (c) Any pond or reservoir in which the water is impounded by a dam.

10. **"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.

11. **"Innocent co-insured"** means any Insured who is a natural person and who has not abetted, colluded or consented to any dishonest or criminal act which resulted in loss or damage.

12. **"Job site"**:

    (a) Means all land and premises used for the purpose of the installation insured by this Coverage Form;

    (b) Includes the following sites where work for such project is performed:

       (i) Any staging area, lay down area, storage area, parking area or office area; or

       (ii) Any similar area used solely for such project;

       that is under your control.

13. **"Money"** means currency and coins in current use and having a face value.

14. **"Named Perils"** means the following perils:

    (a) Fire or Lightning

(b) Explosion: Except with respect to the explosion of natural, coal or manufactured gas, there shall in no event be any liability for loss or damage caused by explosion, collapse, rupture, bursting, cracking, burning out or bulging of the following property owned, operated or controlled by you:

(i) **(1)** The portions containing steam or water under steam pressure of all boilers generating steam, and piping or other equipment connected to such boilers and containing steam or water under steam pressure;

(2) Piping and apparatus or their parts normally containing steam or water under steam pressure from an external source and while under such pressure;

(3) The combustion chambers or fire boxes of steam generating boilers of the chemical recovery type and the flues or passages which conduct the gases of combustion from them;

(4) Smelt dissolving tanks;

(ii) Other vessels and apparatus and their connected pipes while under pressure, or while in use or in operation, provided their maximum normal internal working pressure exceeds 103 kilopascals (15 pounds per square inch) above atmospheric pressure, except that liability is specifically assumed for loss or damage resulting from the explosion of manually portable gas cylinders;

(iii) Moving or rotating machinery or parts of same when such loss or damage is caused by centrifugal force or mechanical breakdown;

(iv) Any vessels and apparatus and their connected pipes while undergoing pressure tests, but this exclusion does not apply to other Insured Property that has been damaged by such explosion;

(v) Gas turbines.

The following are not explosions within the intent or meaning of this paragraph **(b)**:

(1) Electric arcing or any coincident rupture of electrical equipment due to such arcing;

(2) Bursting or rupture caused by hydrostatic pressure or freezing;

(3) Bursting or rupture of any safety disc, rupture diaphragm or fusible plug.

(c) Impact by Aircraft, Spacecraft or Land Vehicle: Aircraft and Spacecraft include articles dropped from them. There shall in no event be any liability for cumulative damage or for loss or damage:

(i) Caused by land vehicles belonging to you or under your control or under the control of any of your employees;

(ii) To aircraft, spacecraft or land vehicles causing the loss;

(iii) Caused by any aircraft or spacecraft when being taxied or moved inside or outside of a building.

(d) Riot, Vandalism or Malicious Acts: Riot includes open assemblies of strikers inside or outside the "job site" who have quit work, and of locked-out employees.

There shall in no event be any liability for loss or damage due to:

(i) Cessation of work or by interruption to process or business operations or by change in temperature;

(ii) "Flood" or release of water impounded by a dam, or due to any explosion other than an explosion in respect of which there is insurance under Paragraph **(b)** of this "Named Perils" definition;

(iii) Theft or attempted theft.

(e) Smoke means smoke due to a sudden, unusual and faulty operation of any stationary furnace. There shall in no event be any liability for any cumulative damage.

(f) Leakage From "Fire Protective Equipment" means:

(i) The leakage or discharge of water or other substances from;

(ii) The collapse of; or

(iii) The rupture due to freezing of;

"fire protective equipment" for the "job site".

(g) Windstorm or Hail:

There shall in no event be any liability for loss or damage:

(i) To the interior of a building or structure, or property inside a building or structure, unless damage occurs concurrently with and results from an aperture caused by windstorm or hail;

(ii) Directly or indirectly caused by any of the following, whether driven by wind or due to windstorm or not: snow-load, ice-load, tidal wave, high water, overflow, "flood", waterborne objects, waves, ice, land subsidence, landslip.

(h) Falling Objects: Falling objects does not include loss or damage to the interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.

(i) Weight of Snow, Ice or Sleet

(j) Specified Water Damage means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam, but not including any system or appliance listed below:

(i) Pressure vessel, including its connected piping and equipment, which has normal internal working pressure greater than 103 kilopascals (15 pounds per square inch) above atmospheric pressure; or

(ii) Boiler, including its connected piping and equipment, which contains steam or water under steam pressure (except tanks having an internal diameter of 610 millimetres (24 inches) or less used for the storage of hot water for domestic use) caused directly or indirectly by explosion, collapse, rupture, bursting, cracking, burning out or bulging of such property while connected and ready for use.

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

16. **"Securities"** means all negotiable and non-negotiable instruments or contracts representing "money" or other property, and includes revenue and other stamps in current use, tokens and tickets, but does not include "money".

17. **"Spores"** includes one or more reproductive particles or microscopic fragments produced by, emitted from or arising out of any "fungi".

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

19. **"Valuable papers and records"** means inscribed, printed or written documents, manuscripts or records, including electronic data, abstracts, books, deeds, drawings, films, maps or mortgages. But "valuable papers and records" does not mean "money" or "securities.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Words and phrases in quotation marks have special meaning as defined in Section **G**.
Whenever the following words are used in this Coverage Form, they will be specifically defined as follows:

You and **your** means the **Named Insured**.
We, **us** and **our** means **The Wawanesa Mutual Insurance Company**.

A. 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" for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "action" that may result. But:

(1) The amount we will pay for "compensatory damages" is limited as described in **E. AMOUNTS OF INSURANCE**; and

(2) Our right and duty to defend ends when we have used up the applicable amount of insurance in the payment of judgments or settlements under **Coverage A. Bodily Injury and Property Damage Liability**, **Coverage B. Personal and Advertising Injury Liability** or **Coverage C. Medical Payments**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **C. 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";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of **D. WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of **D. WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of **D. WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for "compensatory damages" because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. "Compensatory damages" because of "bodily injury" include "compensatory damages" claimed by any person or organization for care or loss of services resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. 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" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay "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 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 are deemed to be "compensatory damages" because of "bodily injury" or "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" to which this insurance applies are alleged.

c. Workers' Compensation and Similar Laws

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

d. Employer's Liability

"Bodily injury" to:

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

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies whether the insured may:

(i) Be liable as an employer or in any other capacity; and

(ii) 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:

(a) Liability assumed by you under an "insured contract"; or

(b) A claim made or an "action" brought by a Canadian resident "employee" on whose behalf contributions are made by or required to be made by you under the provisions of any Canadian provincial or territorial workers' compensation law, if cover or benefits have been denied by any Canadian Workers' Compensation Authority.

e. Aircraft or Watercraft

"Bodily injury" or "property damage" arising out of the:

(1) Ownership, maintenance, use or entrustment to others by or on behalf of any insured of any aircraft, air cushion vehicle or watercraft that is owned or operated by or rented or loaned to any insured; or

(2) Ownership, maintenance, existence, use or entrustment to others by or on behalf of any insured of any premises for the purpose of an airport or aircraft landing area and all operations necessary or incidental thereto.

Use includes operation and "loading or unloading".

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

This exclusion does not apply to:

(a) A watercraft while ashore on premises you own or rent;

(b) A watercraft you do not own that is:

(i) Less than 8 metres long; and

(ii) Not being used to carry persons or property for a charge; or

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

f. Automobile

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

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

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

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

This exclusion does not apply to:

(1) "Bodily injury" to an "employee" of the insured on whose behalf contributions are made by or required to be made by the insured under the provisions of any Canadian provincial or territorial workers' compensation law;

(2) "Bodily injury" or "property damage" arising out of a defective condition in, or improper maintenance of, any "automobile" that is owned by the insured while leased to others for a period of 30 days or more, provided the lessee is obligated under contract to ensure that the "automobile" is insured;

(3) "Bodily injury" or "property damage" arising out of the ownership, use or operation of machinery, apparatus or equipment mounted on or attached to any vehicle while at the site of the use or operation of such equipment. However, this exception does not apply when such equipment is mounted on or attached to any "automobile" and such 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

g. 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, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
(2) Premises 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 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".

h. Damage to Your Product
"Property damage" to "your product" arising out of it or any part of it.

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

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

j. Damage to Impaired Property or Property Not Physically Damaged
"Property damage" to "impaired property" or 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 injury to "your product" or "your work" after it has been put to its intended use.

k. 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.

l. Violation of Any Law as to Age
"Bodily injury" to any person knowingly employed by the insured in violation of any law as to age.

m. Access or Disclosure of Confidential or Personal Information
"Compensatory damages" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other nonpublic information.

n. Personal and Advertising Injury
"Bodily injury" arising out of "personal and advertising injury".

o. Professional Services
"Bodily injury" (other than "incidental medical malpractice injury") or "property damage" due to:
(1) The rendering of, or failure to render, any "professional services" for others; or
(2) Any error or omission, malpractice or mistake in providing the services described in Paragraph **(1)** above;
by you or on your behalf.

p. Abuse
"Bodily injury" arising, directly or indirectly, in whole or in part, out of:
(1) "Abuse" committed or alleged to have been committed by an insured, including the transmission of disease arising out of any act of "abuse";
(2) The:
(a) Hiring of any "employee";
(b) Acceptance of any "volunteer worker"; or
(c) Supervision or retention of any person;
who committed or is alleged to have committed "abuse"; or
(3) The failure or alleged failure of an insured to report "abuse" or alleged "abuse" to the appropriate authority once the insured has gained knowledge of any such "abuse" or alleged "abuse".

q. Damage from Blasting, Pile Driving, Removal or Weakening of Support
"Property damage" arising out of:

(1) The use of explosives for blasting;
(2) Vibration from pile driving or caisson work; or
(3) The removal or weakening of support of any property, building or land whether such support be natural or otherwise.
This exclusion does not apply to:
(a) "Property damage" arising out of work performed on your behalf by any contractor or sub-contractor; or
(b) "Property damage" included within the "products-completed operations hazard".

r. Asbestos - see **B. COMMON EXCLUSIONS**
s. Fungi or Spores - see **B. COMMON EXCLUSIONS**
t. Nuclear Energy Liability - see **B. COMMON EXCLUSIONS**
u. Pollution - see **B. COMMON EXCLUSIONS**
v. Terrorism - see **B. COMMON EXCLUSIONS**
w. War Risks - see **B. COMMON EXCLUSIONS**
x. Cyber and Electronic Data – see **B. COMMON EXCLUSIONS**

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 and 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" for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offence and settle any claim or "action" that may result. But:
(1) The amount we will pay for "compensatory damages" is limited as described in **E. AMOUNTS OF INSURANCE**; and
(2) Our right and duty to defend ends when we have used up the applicable amount of insurance in the payment of judgments or settlements under **Coverage A. Bodily Injury and Property Damage Liability**, **Coverage B. Personal and Advertising Injury Liability** or **Coverage C Medical Payments**.
No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **C. SUPPLEMENTARY PAYMENTS**.

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

2. Exclusions

This insurance does not apply to:

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

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

c. Material Published Prior to Policy Period
"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

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

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

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

g. Quality or Performance of Goods - Failure to Conform to Statements
"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

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

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

j. Insureds in Media and Internet Type Businesses
"Personal and advertising injury" committed by an insured whose business is:
(1) Advertising, broadcasting, publishing or telecasting;
(2) Designing or determining content of web sites for others; or
(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** of **"Personal and advertising injury"** under **G. DEFINITIONS**.
For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not, by itself, considered to be the business of advertising, broadcasting, publishing or telecasting.

k. Interactive Websites, Electronic Chatrooms, Interactive Forums or Bulletin Boards
"Personal and advertising injury" arising out of an electronic interactive website, chatroom, interactive forum or bulletin board the insured hosts or owns, or over which the insured exercises control.

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

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

n. Asbestos - see **B. COMMON EXCLUSIONS**
o. Fungi or Spores - see **B. COMMON EXCLUSIONS**
p. Nuclear Energy Liability - see **B. COMMON EXCLUSIONS**
q. Pollution - see **B. COMMON EXCLUSIONS**
r. Terrorism - see **B. COMMON EXCLUSIONS**
s. War Risks - see **B. COMMON EXCLUSIONS**
t. Cyber and Electronic Data - see **B. COMMON EXCLUSIONS**

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:
(1) On premises you own or rent;
(2) On ways next to premises you own or rent; or
(3) Because of your operations;
provided that:
(a) The accident takes place in the "coverage territory" and during the policy period;
(b) The expenses are incurred and reported to us within one year of the date of the accident; and
(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable amount of insurance as described in **E. AMOUNTS OF INSURANCE**. We will pay reasonable expenses for:
(1) First aid administered at the time of an accident;
(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured
To any insured, except "volunteer workers".

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

c. Injury on Normally Occupied Premises
To a person injured on that part of premises you own or rent that the person normally occupies.

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

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

f. Products-Completed Operations Hazard
Included within the "products-completed operations hazard".

g. Coverage A Exclusions
Excluded under **Coverage A. Bodily Injury and Property Damage Liability**.

h. Asbestos - see **B. COMMON EXCLUSIONS**
i. Fungi or Spores - see **B. COMMON EXCLUSIONS**
j. Nuclear Energy Liability - see **B. COMMON EXCLUSIONS**
k. Pollution - see **B. COMMON EXCLUSIONS**
l. Terrorism - see **B. COMMON EXCLUSIONS**
m. War Risks - see **B. COMMON EXCLUSIONS**
n. Cyber and Electronic Data - see **B. COMMON EXCLUSIONS**

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" 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" for "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "action" that may result. But:
      (1) The amount we will pay for "compensatory damages" is limited as described in **E. AMOUNTS OF INSURANCE**; and
      (2) Our right and duty to defend ends when we have used up the applicable amount of insurance in the payment of judgments or settlements under **Coverage D. Tenants' Legal Liability**.

      No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **C. 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" occurs during the policy period;
      (3) The "property damage" is to premises of others rented to you or occupied by you; and
      (4) Prior to the policy period, no insured listed under Paragraph **1.** of **D. WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "property damage" occurred, then any continuation, change or resumption of such "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
   c. "Property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of **D. WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "property damage" after the end of the policy period.
   d. "Property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of **D. WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
      (1) Reports all, or any part, of the "property damage" to us or any other insurer;
      (2) Receives a written or verbal demand or claim for "compensatory damages" because of the "property damage"; or
      (3) Becomes aware by any other means that "property damage" has occurred or has begun to occur.
2. **Exclusions**

   This insurance does not apply to:
   a. **Expected or Intended Damage**

      "Property damage" expected or intended from the standpoint of the insured.
   b. **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" that the insured would have in the absence of the contract or agreement.
   c. **Asbestos** - see **B. COMMON EXCLUSIONS**
   d. **Fungi or Spores** - see **B. COMMON EXCLUSIONS**
   e. **Nuclear Energy Liability** - see **B. COMMON EXCLUSIONS**
   f. **Pollution** - see **B. COMMON EXCLUSIONS**
   g. **Terrorism** - see **B. COMMON EXCLUSIONS**
   h. **War Risks** - see **B. COMMON EXCLUSIONS**
   i. **Cyber and Electronic Data -** see **B. COMMON EXCLUSIONS**

B. COMMON EXCLUSIONS

(Applicable to Coverage A. Bodily Injury and Property Damage Liability, **Coverage B. Personal and Advertising Injury Liability**, **Coverage C. Medical Payments** and **Coverage D. Tenants' Legal Liability)**

This insurance does not apply to:

1. **Asbestos**

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

   This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "bodily injury", "property damage" or "personal and advertising injury".
2. **Fungi or Spores**
   a. "Bodily injury", "property damage" or "personal and advertising injury" or any other cost, loss or expense incurred by others, arising directly or indirectly from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction of, discharge of or other growth of any "fungi" or "spores" however

caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of "fungi" or "spores";

b. Any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with Paragraph **a.** above; or

c. Any obligation to pay, share with or repay someone else who must pay "compensatory damages" or loss, cost or expense because of such injury or damage referred to in Paragraph **a.** or **b.** above.

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

Solely for the purpose of the following exception:

(1) "Property damage" means physical injury to animals.

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

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

(a) Applied topically to; or

(b) Ingested by;

humans or animals.

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" or "personal and 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" or "personal and advertising injury" resulting directly or indirectly from the "nuclear energy hazard" arising from the:

(1) Ownership, maintenance, operation or use of a "nuclear facility" by or on behalf of an insured;

(2) Furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility";

(3) Possession, consumption, use, handling, disposal or transportation of "fissionable substances", or of other "radioactive material" (except radioactive isotopes, away from a "nuclear facility", which have reached the final stage of fabrication so as to be useable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by an insured.

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

4. Pollution

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants":

(1) 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:

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

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

(c) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(2) 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;

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

(a) Insured; or

(b) Person or organization for whom you may be legally responsible;

(4) 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:

(a) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts, if such fuels, lubricants or other operating fluids escape from a permanent and

integral mobile equipment part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(b) "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

(c) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

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

b. Any loss, cost or expense arising out of any:

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

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

However, this Paragraph **b.** does not apply to liability for "compensatory damages" because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "action" by or on behalf of a governmental authority.

5. Terrorism

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

6. War Risks

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

7. Cyber and Electronic Data

"Bodily injury", "property damage" or "personal and advertising injury" or any other cost, loss or expense incurred by you or others, arising directly or indirectly, in whole or in part, out of:

a. "Cyber loss"; or

b. The loss of, loss of use of, damage to, misinterpretation of, misuse of, corruption of, inability to access, process, store, transmit, or manipulate "electronic data".

Paragraph **a.** of this exclusion does not apply to "bodily injury" or "property damage" arising out of a "cyber act" or a "cyber incident".

C. SUPPLEMENTARY PAYMENTS

(Applicable to Coverage A. Bodily Injury and Property Damage Liability, **Coverage B. Personal and Advertising Injury Liability** and **Coverage D. Tenants' Legal Liability)**

1. We will pay, with respect to any claim we investigate, any claim or "action" we settle, or any "action" against an insured we defend:

a. All expenses we incur.

b. The cost of bonds to release attachments, but only for bond amounts within the applicable amount of insurance. We do not have to furnish these bonds.

c. All reasonable expenses you incur at our request to assist us in the investigation or defence of the claim or "action", including actual loss of earnings up to $250 a day because of time off from work.

d. All costs assessed or awarded against you in the "action".

e. Any interest accruing after entry of judgment upon that part of the judgment which is within the applicable amount of insurance and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable amount of insurance.

These payments will not reduce the amounts of insurance.

2. If we defend you against an "action" and your indemnitee is also named as a party to the "action", we will 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" are such that no conflict appears to exist 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 other applicable 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 above conditions are met, legal fees incurred by us in the defence of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of paragraph **2.b.(2)** of **Coverage A. Bodily Injury and Property Damage Liability**, such payments will not be deemed to be "compensatory damages" for "bodily injury" and "property damage" and will not reduce the amounts of insurance.

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

(i) We have used up the applicable amount of insurance in the payment of judgments or settlements under **Coverages A. Bodily Injury and Property Damage Liability**, **B. Personal and Advertising Injury Liability** or **D. Tenants' Legal Liability**, or medical expenses under Coverage **C. Medical Payments**; or

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

D. WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership, limited liability partnership or joint venture, you are an insured. Your members or partners, and their spouses, are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, limited liability partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your "executive officers" or directors. Your shareholders are also insureds, but only with respect to their liability as your shareholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as your trustees.

2. Each of the following is also an insured:

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

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

(a) To you, to your partners or members (if you are a partnership, limited liability partnership or joint venture), to your members or managers (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

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

(c) For which there is any obligation to share "compensatory damages" with or repay someone else who must pay "compensatory damages" because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) To any person who at the time of injury is entitled to benefits under any workers' compensation or disability benefits law or a similar law.

(2) "Property damage" to property that is:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership, limited liability partnership or joint venture), or any member or manager (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Your unit or strata lot owners and any tenants, but only with respect to the conduct of the corporation for liability arising out of the common property, excluding liability arising out of the owner's or tenant's possession, occupation or use of property designated for exclusive use.

3. Any organization you newly acquire or form, other than a partnership, limited liability partnership or joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. **Coverage A. Bodily Injury and Property Damage Liability** and **Coverage D. Tenants' Legal Liability** do not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. **Coverage B. Personal and Advertising Injury Liability** does not apply to "personal and advertising injury" arising out of an offence committed before you acquired or formed the organization.

4. Any person or organization with whom you have agreed to provide liability insurance under this insurance is an insured, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" that arises out of "your work" or out of the ownership, maintenance or use of your premises.

The insurance provided to such person or organization does not apply to any:

a. "Bodily injury" or "property damage" caused by an occurrence, or "personal and advertising injury" caused by an offence committed, after you cease to own, maintain or use such premises;

b. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of such person or organization; or

c. Person or organization who otherwise qualifies as an insured under **D. WHO IS AN INSURED**.

5. Any person or organization with whom you agree in a written equipment lease or rental agreement to provide liability insurance under this insurance is an insured, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" arising out of the maintenance, operation or use by you of the equipment leased to you by such person or organization.

The insurance provided to such person or organization does not apply to any:

a. "Bodily injury" or "property damage" caused by an occurrence, or "personal and advertising injury" caused by an offence committed, after you cease to lease the equipment;

b. "Bodily injury", "property damage", or "personal and advertising injury" arising out of the sole negligence of such person or organization; or

c. Person or organization who otherwise qualifies as an insured under **D. WHO IS AN INSURED**.

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 Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under **D. WHO IS AN INSURED**.

E. AMOUNTS OF INSURANCE

The Amounts of Insurance shown in the 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".

1. General Aggregate

The most we will pay for the sum of all:

a. "Compensatory damages" under **Coverage A. Bodily Injury and Property Damage Liability**, except "compensatory damages" because of "bodily injury" or "property damage" included in the "products-completed operations hazard";

b. "Compensatory damages" under **Coverage B. Personal and Advertising Injury Liability**; and

c. Medical expenses under **Coverage C. Medical Payments**;

is the General Aggregate Amount of Insurance shown in the Declarations.

2. Products-Completed Operations Aggregate

The most we will pay for the sum of all "compensatory damages" because of "bodily injury" and "property damage" included in the "products-completed operations hazard" under **Coverage A. Bodily Injury and Property Damage Liability** is the Products-Completed Operations Amount of Insurance shown in the Declarations.

3. Each Occurrence

Subject to Paragraph **1.** or **2.** above, whichever applies, the Each Occurrence Amount of Insurance shown in the Declarations is the most we will pay for the sum of:

a. "Compensatory damages" under **Coverage A. Bodily Injury and Property Damage Liability** because of all "bodily injury" and "property damage"; and

b. Medical expenses under **Coverage C. Medical Payments** because of all "bodily injury";

arising out of any one "occurrence".

4. Personal and Advertising Injury Liability

Subject to Paragraph **1.** above, the Personal And Advertising Amount of Insurance shown in the Declarations is the most we will pay under **Coverage B. Personal and Advertising Injury Liability** for the sum of all "compensatory damages" because of all "personal and advertising injury" sustained by any one person or organization.

5. Medical Payments

Subject to Paragraph **3.** above, the Medical Payments – Any One Person Amount of Insurance shown in the Declarations is the most we will pay under **Coverage C. Medical Payments** for all medical expenses because of "bodily injury" sustained by any one person.

6. **Tenants' Legal Liability**
   The Tenants' Legal Liability – Any One Premises Amount of Insurance shown in the Declarations is the most we will pay under **Coverage D. Tenants' Legal Liability** for "compensatory damages" because of "property damage" to any one premises.
7. The amounts of insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the amounts of insurance.
8. When this policy and another policy written by us and issued to you apply or applied to the same claim or "action", the most we will pay for the sum of all amounts subject to the amounts of insurance is the highest amount that applies or applied to such claim or "action" under any one of those policies. However, this provision does not apply if the other policy that applies or applied is umbrella or excess insurance that was specifically purchased to apply in excess of the amounts of insurance shown in the Declarations.
9. **Deductible**
   a. We will not make any payment under **Coverage A. Bodily Injury and Property Damage Liability** until the amount of loss exceeds the Deductible: Property Damage Liability amount shown in the Declarations.
   b. We will not make any payment under **Coverage D. Tenants' Legal Liability** until the amount of loss exceeds the Deductible: Property Damage Liability amount shown in the Declarations.
   c. The Deductible: Property Damage Liability amount shown in the Declarations applies as follows:
      (1) Per Claim
      If the Declarations show that the "property damage" deductible is on a Per Claim basis, the deductible amount applies:
         (a) Under **Coverage A. Bodily Injury and Property Damage Liability**, to the sum of all "compensatory damages" for claims or "actions" because of "property damage" made or brought by any one person or organization;
         (b) Under **Coverage D. Tenants' Legal Liability**, to the sum of all "compensatory damages" for claims or "actions" because of "property damage" made or brought by any one person or organization.
      (2) Per Occurrence
      If the Declarations show that the "property damage" deductible is on a Per Occurrence basis, the deductible amount applies:
         (a) Under **Coverage A. Bodily Injury and Property Damage Liability**, to the sum of all "compensatory damages" because of "property damage" arising out of any one "occurrence";
         (b) Under **Coverage D. Tenants' Legal Liability**, to the sum of all "compensatory damages" because of "property damage" at any one premises.
   d. The terms of this insurance, including those with respect to:
      (1) Our right and duty to defend any "action" seeking those "compensatory damages"; and
      (2) Your duties in the event of an "occurrence", claim or "action";
      apply irrespective of the application of any deductible amount.
   e. We may pay any part or all of the deductible amount to effect settlement of any claim or "action" and, upon notification of the action taken, you will promptly reimburse us for such part of the deductible amount as has been paid by us.
   f. The Amount of Insurance shown in the Declarations will not be reduced by the amount of "compensatory damages" within a deductible.

F. COMMERCIAL GENERAL LIABILITY CONDITIONS

The following conditions apply in addition to the Common Policy and Property Conditions:

1. **Bankruptcy**
   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this insurance.
2. **Duties In The Event Of Occurrence, Offence, Claim or Action**
   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offence which may result in a claim. To the extent possible, notice should include:
      (1) How, when and where the "occurrence" or offence took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury or damage arising out of the "occurrence" or offence.
   b. If a claim is made or "action" is brought against any insured, you must:
      (1) Immediately record the specifics of the claim or "action" and the date received; and
      (2) Notify us as soon as practicable.
      You must see to it that we receive written notice of the claim or "action" as soon as practicable.
   c. You and any other involved insured must:
      (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 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.

3. Legal Action Against Us

No person or organization has a right under this insurance to:

a. Join us as a party or otherwise bring us into an "action" asking for "compensatory damages" from an insured; or

b. Sue us on this insurance unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial, 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 amount of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

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

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under **Coverage A. Bodily Injury and Property Damage Liability**, **Coverage B. Personal and Advertising Injury Liability** or **D. Tenants' Legal Liability**, 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:

(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Property insurance for "your work", such as Commercial Property, Builder's Risk, Installation Risk;

(b) That is Property insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(c) If the loss arises out of the ownership, maintenance, use or entrustment to others of any watercraft or "automobile" to the extent not subject to either Paragraph **e.** or **f.** of **Coverage A. Bodily Injury and Property Damage Liability**.

(2) Any other primary insurance 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 **Coverage A. Bodily Injury and Property Damage Liability**, **Coverage B. Personal and Advertising Injury Liability** or **Coverage D. Tenants' Legal Liability** 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 the total:

(1) Amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) 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 condition and was not bought specifically to apply in excess of the amounts of insurance shown in the Declarations of this insurance.

c. Method of Sharing

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

5. Premium Audit

a. We will compute all premiums for this insurance in accordance with our rules and rates.

b. Premium shown in this insurance as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured subject to the retention of the minimum retained premium shown in the Declarations of this policy.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Separation Of Insureds, Cross Liability

Except with respect to the amounts 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.

7. **Transfer Of Rights Of Recovery Against Others To Us**
If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "action" or transfer those rights to us and help us enforce them.

G. DEFINITIONS

1. **"Abuse"** means any act or threat involving molestation, harassment, corporal punishment or any other form of physical, sexual or mental abuse.
2. **"Action"** means a civil proceeding in which "compensatory damages" because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Action" includes:
   a. An arbitration proceeding in which such "compensatory damages" are claimed and to which the insured must submit or does submit with our consent; and
   b. Any other alternative dispute resolution proceeding in which such "compensatory damages" are claimed and to which the insured submits with our consent.
3. **"Advertisement"** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
   a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
   b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
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 bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
6. **"Compensatory damages"** does not include punitive or exemplary damages or the multiple portion of any multiplied damage award.
7. **"Computer system"** includes the following (whether or not mobile or portable):
   a. Computer, hardware or peripheral computer equipment;
   b. Communication or control system;
   c. Electronic machine, device or instrument;
   d. Server, cloud or networking equipment;
   e. Microcontroller or microprocessor;
   f. Input, output, or data storage device; or
   g. Software, applications, program, process or code;
   that is owned, leased, rented, operated or controlled by you or any other party.
8. **"Coverage territory"** means:
   a. Canada and the United States of America (including its territories and possessions);
   b. International waters or airspace, but only if the:
      (1) "Bodily injury" or "property damage" is caused by an occurrence that takes place; or
      (2) "Personal and advertising injury" is caused by an offence committed;
      in the course of travel or transportation between any places included in Paragraph **a.** above; or
   c. All other parts of the world if the injury or damage arises out of:
      (1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;
      (2) The activities of an insured person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or
      (3) "Personal and advertising injury" offences that are committed through the Internet or similar electronic means of communication;
      provided that the insured's responsibility to pay "compensatory damages" is determined in an "action" on the merits in the territory described in Paragraph **a.** above or in a settlement we agree to.
9. **"Cyber act"** means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof, involving access to, processing of, use of or operation of, any "computer system".
10. **"Cyber incident"** means any:
    a. Error or omission or series of related errors or omissions involving access to, processing of, use of or operation of, any "computer system"; or
    b. Partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate, any "computer system".
11. **"Cyber loss"**
    a. Means any "cyber act" or "cyber incident".
    b. Includes any action taken or failure to be taken by you or anyone acting on your behalf in controlling, preventing, suppressing, mitigating or remediating any "cyber act" or "cyber incident".
12. **"Electronic data"** means information, facts, concepts, programs, software or code that is:
    a. Stored as or on;

b. Created or used on; or
c. Transmitted in;
a form to be used, accessed, processed, transmitted to or from or stored by a "computer system".

13. **"Employee"** includes a "leased worker" and a "temporary worker".
14. **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
15. **"Fissionable substance"** means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.
16. **"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.
17. **"Hostile fire"** means a fire that becomes uncontrollable or breaks out from where it was intended to be.
18. **"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:
    (1) The repair, replacement, adjustment or removal of "your product" or "your work"; or
    (2) You fulfilling the terms of the contract or agreement.
19. **"Incidental medical malpractice injury"** means "bodily injury" arising out of the rendering of, or failure to render, the following services:
    a. Medical, surgical, dental, x-ray or nursing services or treatment or the furnishing of food or beverages in connection therewith; or
    b. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
    by any insured or any indemnitee causing the "incidental medical malpractice injury" who is not engaged in the business or occupation of providing any of the services described in Paragraphs **a.** and **b.** above.
20. **"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;
    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" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
    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, 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 liability for an injury or damage arising out of your rendering or failure to render "professional services", including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.
21. **"Leased worker"** means a person leased to you by a labour leasing firm under an agreement between you and the labour leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
22. **"Loading or unloading"** means the handling of property:
    a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "automobile";
    b. While it is in or on an aircraft, watercraft or "automobile"; or
    c. While it is being moved from an aircraft, watercraft or "automobile" to the place where it is finally delivered;
    but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "automobile".
23. **"Nuclear energy hazard"** means the radioactive, toxic, explosive, or other hazardous properties of "radioactive material".
24. **"Nuclear facility"** means:
    a. Any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
    b. Any equipment or device designed or used for:

(1) Separating the isotopes of plutonium, thorium and uranium or any one or more of them; or
(2) Processing or packaging waste;

c. Any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste "radioactive material";

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

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

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

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

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

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 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 that is not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

29. "Professional services" includes:

a. Medical, surgical, dental, x-ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith;
b. Any professional service or treatment conducive to health;
c. Professional services of a pharmacist;
d. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
e. The handling or treatment of deceased human bodies including autopsies, organ donations or other procedures;
f. Any cosmetic, body piercing, tonsorial, massage, physiotherapy, chiropody, hearing aid, optical or optometrical services or treatments;
g. The preparation or approval of maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications;
h. Supervisory, inspection, architectural, design or engineering services;
i. Accountant's, advertiser's, notary's (Quebec), public notary's, paralegal's, lawyer's, real estate broker's or agent's, insurance broker's or agent's, travel agent's, financial institution's, or consultant's, professional advice or activities;
j. Any computer programming or re-programming, consulting, advisory or related services; or
k. Claim, investigation, adjustment, appraisal, survey or audit services.

30. "Property damage" means:

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

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

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

31. **"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.
32. **"Spores"** includes any reproductive particle or microscopic fragment produced by, emitted from or arising out of any "fungi".
33. **"Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
34. **"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.
35. **"Volunteer worker"** means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
36. **"Your product":**
    - **a.** Means:
        - **(1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
            - **(a)** You;
            - **(b)** Others trading under your name; or
            - **(c)** A person or organization whose business or assets you have acquired; and
        - **(2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
    - **b.** Includes:
        - **(1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
        - **(2)** The providing of or failure to provide warnings or instructions with respect to such goods or products.
    - **c.** Does not include vending machines or other property rented to or located for the use of others but not sold.
37. **"Your work":**
    - **a.** Means:
        - **(1)** Work or operations performed by you or on your behalf; and
        - **(2)** Materials, parts or equipment furnished in connection with such work or operations.
    - **b.** Includes:
        - **(1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of such work or operations; and
        - **(2)** The providing of or failure to provide warnings or instructions with respect to such work or operations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INCLUDE NON-COMPENSATED DIRECTORS AND OFFICERS AS EMPLOYEES

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM (WA3600)

The following is added to the definition of **"Employee"** in **F. DEFINITIONS**:

"Employee" also means any natural person who is your non-compensated director or non-compensated officer.

All other terms and conditions remain unchanged.

THIS COVERAGE FORM CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

LEGAL EXPENSE INSURANCE FOR SELECT

IN THE EVENT OF A CONFLICT BETWEEN THIS COVERAGE FORM AND YOUR MAIN POLICY, THIS COVERAGE FORM SHALL GOVERN TO THE EXTENT OF THE CONFLICT AS IT RELATES TO THIS COVERAGE FORM, UNLESS OTHERWISE PROVIDED FOR IN THIS COVERAGE FORM

This is a Named Perils coverage form and provides coverage only for the insured events listed within this coverage form.
Words and phrases in **bold** have special meaning as defined in **SECTION III - DEFINITIONS**.

TELEPHONE LEGAL HELPLINE

We will provide **you** access to a Legal Helpline through which **you** can receive confidential general legal assistance and information over the phone relating to any legal problem affecting **your** business to help determine your legal rights and options under the laws of the applicable province or territory and the federal laws of Canada. The lawyer cannot provide case specific research or review documents.

We will provide this service between the hours of 8am and midnight, local time, 7 days a week. In addition, **we** will facilitate access to a lawyer twenty-four hours a day, 7 days a week, in emergency situations. Calls to this service may be recorded.

To contact this service, call 1-877-347-5399.

We will not accept responsibility if the helpline service is unavailable for reasons **we** cannot control.

MAKING A CLAIM

Please contact **us** as soon as practicable following an insured event, and in no event later than 120 days after the **date of occurrence** of the insured event.

Please note that the Insurer will not pay for any legal costs you incur before we have accepted your claim, even if we later accept the claim.

While **you** are insured under this Coverage form **you** may report a claim to **us** by calling **1-877-347-5399**, by email at claims@arag.ca or by mail to the Head Office address listed at www.arag.ca.

We will then advise **you** on next steps.

SECTION I

INSURANCE AGREEMENT

In return for payment of the premium, and subject to the terms, definitions, conditions, exclusions and limitations set out in this coverage form and the Declarations, the **Insurer** will provide insurance for **legal costs** incurred for insured events described in this coverage form, provided that:

1. the **date of occurrence** of the insured event happens within the period the **Insurer** has agreed to cover an **insured person**; and

2. the insured event occurs within the **territorial limit** and any legal proceedings will be dealt with by a court, or other body which **we** agree to, within the **territorial limit**; and

3. the **legal costs** are incurred after the claim has been accepted by **us,** and are limited to:

a. the reasonable and necessary costs, inclusive of any applicable sales or retail taxes, incurred by the **appointed representative**, including any additional expenses and disbursements such as court fees, experts' fees, police reports and medical reports incurred by the **appointed representative**;

b. costs awarded by a court in Canada to opponents in civil cases if the **insured person** has been ordered to pay them, or pays them with our agreement; and

c. the cost of the **insured person's** net salary or wages, that are not otherwise payable or recoverable, for the time that they are off work to attend any court proceeding, tribunal, arbitration, mediation or other hearing at the request of the **appointed representative**, up to a maximum of $500 per **insured person** per day, and $10,000 in total in respect of all claims resulting from any one court or tribunal proceeding, arbitration, mediation or other hearing; and

4. for civil cases and appeals relating to any insured event, **reasonable prospects** exist for the duration of the claim.

Except where stated otherwise, the **Insurer** will not pay **legal costs** incurred with respect to the enforcement of judgments or final orders, or settlement agreements, or minutes of settlement, which may arise in the pursuit or defence of **your** legal rights from an accepted claim under this coverage form.

Except where stated otherwise, the **Insurer** will pay **legal costs** incurred in making or defending an appeal, as long as:
- the matter being appealed was previously accepted as a claim under this coverage form,
- the **insured person** tells **us** within the time limits allowed to file an appeal that they want to appeal (and within reasonable time to allow for the filing of all necessary documents for an appeal), and

- **we** agree there are **reasonable prospects** of success for the appeal.

This coverage form, together with the Declarations, policy wording and any other endorsements, and any other information **you** have provided, forms the contract of insurance between **you** and the **Insurer**.

This is not a coverage form for reimbursement of legal costs you have already incurred.

SECTION II

INSURED EVENTS

(A) Employment Disputes

The **Insurer** will pay **your legal costs** to defend **your** legal rights:

1) following the dismissal of an employee

2) in legal proceedings in respect of any dispute with an employee or ex-employee which:

   (i) arises out of, or relates to, a **contract of employment** with **you**

   (ii) arises from an alleged breach of their statutory rights under employment legislation

   (iii) arises from an alleged breach of their rights under applicable human rights legislation, as it relates to their employment

Exclusions

Any claim relating to:

(a) death, illness or bodily injury, and/or loss of or damage to property

(b) the negotiation of a collective bargaining agreement, a general work disruption (including but not limited to a strike, work slowdown or a work to rule campaign), or dispute made pursuant to a collective bargaining agreement

(c) a contract for services

(B) Legal Defence

At **your** request, the **Insurer** will pay **legal costs**

1) to defend an **insured person's** legal rights in relation to:

   (i) their being investigated by the police in respect of an alleged **criminal offence**

   (ii) their being prosecuted for an alleged **criminal offence**

   (iii) a civil action being taken against them for compensation in connection with a failure or alleged failure to comply with requirements under protection of privacy legislation

   (iv) an investigation or prosecution against them under applicable occupational health and safety legislation

2) to defend an **insured person's** (other than **your**) legal rights if civil action is taken against them in their capacity as a trustee of a pension fund set up for the benefit of **your** employees

3) to respond to a Notice for Production issued against an **insured person**, under the **Federal Anti-Spam Legislation**

4) to make representations on behalf of an **insured person** who has been issued a Notice of Violation, under the **Federal Anti-Spam Legislation**

5) to defend an **insured person** against a private action brought by an individual made under the **Federal Anti-Spam Legislation**

Exclusions

Any claim relating to:

(a) an **insured person** being prosecuted in connection with the ownership, use or operation of a **motor vehicle**

(b) any offence against any **insured person** for refusing to comply with a request by a designated person who is carrying out their duties and functions under the **Federal Anti-Spam Legislation**

(c) any offence against any **insured person** who obstructs or hinders, or knowingly makes a false or misleading statement or provides false or misleading information to, a designated person who is carrying out their duties and functions under the **Federal Anti-Spam Legislation**

(C) Small Claims Court Contract Disputes and Debt Recovery

The **Insurer** will pay **legal costs** to pursue or defend **your** legal rights in a dispute relating to an agreement or an alleged agreement which has been entered into by **you** or on **your** behalf for:

1) Selling or buying **goods**;

2) Providing or obtaining services.

Provided that:

(i) *The amount in dispute exceeds $1,000;*

(ii) *All legal proceedings are within the jurisdiction of, and are brought in, the applicable small claims court; and*

(iii) *if the dispute relates to money owed to **you** to which a construction lien would apply, then a claim must be made under this coverage form within 30 days of the money becoming due and payable*

Exclusions

Any claim relating to:

(a) the settlement payable under an insurance policy (the **Insurer** will cover a dispute arising from **your** insurer refusing **your** claim, but not a dispute over the amount of the claim)

(b) a dispute arising from any loan, mortgage, pension, investment, borrowing or any other financial product (other than described under **(a)** above)

(c) a dispute over the terms of a lease of land or buildings or a licence or tenancy of land or buildings if **you** are the lessor, licensor or landlord of the land or buildings. However, the **Insurer** will cover a dispute with a professional advisor in connection with the drafting of a lease, licence or tenancy agreement

(d) a contract regarding you purchasing or selling **real property**

(e) a contract for legal services

(f) a contract involving a **motor vehicle** other than agreements relating to the sale of **motor vehicles** where **you** are engaged in the business of purchasing, selling, or leasing **motor vehicles**; or agreements related to the repair and/or maintenance of **motor vehicles** where **you** are engaged in the business of repairing and/or performing maintenance upon **motor vehicles**

(g) a dispute with an employee or ex-employee which arises out of, or relates to, a **contract of employment** with **you**

(h) the breach of a professional obligation or duty, including any claim:
   i. based on professional liability,
   ii. based on the commission of a fault of an ethical nature, or arising out of a disciplinary process

(D) Statutory Licence Protection

The **Insurer** will pay **legal costs** to represent **you** in appealing to the relevant statutory or regulatory authority, court, or tribunal following an event which results in a licensing or regulatory authority suspending, or altering the terms of, or refusing to renew, or cancelling **your** licence to conduct **your** business.

Exclusions

Any claim relating to:

(a) An original application or application for renewal of a statutory licence.

(b) A licence appeal relating to the ownership, use or operation of a motor vehicle.

(c) A licence appeal relating to a professional licence issued to an individual.

(E) Property Protection

The **Insurer** will pay **legal costs** to pursue **your** legal rights in a civil action relating to physical property which **you** own following:

1) an event which causes physical damage to such property, provided that the amount in dispute exceeds $1,000

2) a legal nuisance (meaning any unlawful interference with **your** use or enjoyment of **your** land, or some right over, or in connection with it)

3) a trespass.

Exclusions

Any claim relating to:

(a) a contract entered into by **you**

(b) disputes related to easements or other agreed rights over land

(c) **goods** that are away from any premises occupied by **you** unless the **goods** are at such premises for the purpose of installations or use in work to be carried out by an **insured person**

(d) someone legally taking **your real property** from **you**, whether **you** are offered money or not, or restrictions or controls placed on **your real property** by any governmental, quasi-governmental or public or local authority

(e) work done by, or on behalf of, any governmental, quasi-governmental or public or local authority unless the claim is for accidental physical damage

(f) a **motor vehicle**, other than physical damage to **motor vehicles** where **you** are engaged in the business of purchasing, selling, leasing, repairing or performing maintenance upon **motor vehicles**

(g) mining, subsidence, heave or landslide

(h) defending **your** legal rights, other than in defending a counter-claim

(F) Bodily Injury

At **your** request, the **Insurer** will pay an **insured person's legal costs** to pursue their legal rights following a specific or sudden accident which causes their death or bodily injury.

Exclusions

Any claim relating to any of the following:

(a) a dispute with any provincial workers' compensation board

(b) psychological injury or mental illness unless the condition arises from a specific or sudden accident that has caused physical bodily injury

(c) death, illness or bodily injury arising from a sudden accident which involves an **insured person's** ownership, use or operation of a **motor vehicle**

(d) defending an **insured person's** legal rights, other than in defending a counter-claim

(G) Tax Protection

The **Insurer** will pay **legal costs** in respect of a **tax appeal** or a **tax audit** relating to:

1) liability for income tax, GST, PST or HST arising from **your** business

2) payroll deductions compliance by **your** business

*provided that **you** have taken reasonable care to ensure that all returns are complete and correct and submitted within the statutory time limits allowed.*

Exclusions

Any claim relating to:

(a) any claim arising from a tax avoidance scheme, arrangement, or plan of any kind

(b) any claim caused by **your** failure to register for GST and/or PST and/or HST.

(c) Any claim arising from an investigation or inquiry by the CRA into alleged gross negligence, dishonesty or **criminal offences**.

SECTION III

DEFINITIONS

The following definitions apply wherever these words or phrases appear in bold in this coverage form.

Appointed representative

The lawyer, accountant or other suitably qualified person appointed by **us** on behalf of the **insured person** to act for an **insured person**.

Broker

The organization, as identified on the Declarations for this coverage form, who facilitated the purchase of this coverage form for **you**.

Contract of Employment

Written agreement between the employer and employee setting out both party's rights, duties and obligations.

A **contract of employment** does not include a collective agreement covering a group of employees who are represented by a union.

Criminal offence

An offence under the Criminal Code of Canada (R.S.C., 1985, c. C-46) or any of its amendments.

Date of occurrence

1. For civil cases: the date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events.
2. For criminal cases: the date of the alleged criminal offence, or the earliest date in a series of related alleged criminal offences, for which an **insured person** is charged.
3. For licence or registration appeals: when **you** were first informed by the relevant licensing or regulatory authority of their proposal to review, suspend, alter the terms of, refuse to renew or cancel **your** licence.
4. For a **tax appeal**: when the Canada Revenue Agency (“CRA”) or a provincial tax authority first issues **you** a notice of assessment, reassessment or determination with which **you** disagree.
5. For a **tax audit**: when the CRA or a provincial tax authority first contacts **you** in relation to commencing an audit.

The insured event must occur within the period the **Insurer** has agreed to cover the **insured person**.

Federal Anti-Spam Legislation

An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act, S.C. 2010, c. 23 or any of its amendments

Goods

Any object which is not attached to **real property**, except by its own weight, and can be removed without damage or alterations to the **real property** requiring repair.

Any object which is plugged in and can be removed without any damage or alteration to the **real property**.

Insured person

You and **your** directors, officers, partners, managers and employees.

Anyone claiming under this coverage form must have **your** agreement to claim.

Insurer

The Wawanesa Mutual Insurance Company.

Legal costs

In respect of the insured events described in this coverage form:

1. all reasonable and necessary costs, inclusive of any applicable sales or retail taxes, incurred by the **appointed representative** including any additional expenses and disbursements such as court fees, experts’ fees, police reports and medical reports incurred by the **appointed representative**;

2. the costs awarded by a court in Canada to opponents in civil cases if the **insured person** has been ordered to pay them, or pays them with **our** agreement; and

3. the **insured person's** net salary or wages, that are not otherwise payable or recoverable, for the time that they are off work to attend any court proceeding, tribunal, arbitration, mediation or other hearing at the request of the **appointed representative**, up to a maximum of $500 per **insured person** per day, and $10,000 in total in respect of all claims resulting from any one court or tribunal proceeding, arbitration, mediation or other hearing.

Motor vehicle

Includes an automobile, a trailer, a motorcycle, a motor assisted bicycle, and any other vehicle propelled or driven otherwise than by muscular power.

Reasonable prospects

For civil cases **reasonable prospects** means that **we** agree that it is always more likely than not that an **insured person** will recover losses or damages (or obtain other legal remedy which **we** have agreed to) or make a successful defence.

For appeals relating to any insured event, **reasonable prospects** means that **we** agree that it is always more likely than not that the appeal will be successful.

Real property

Real property is land, and anything growing on, affixed to, or built upon land. This also includes man-made buildings as well as crops. Real property is characterized as property that doesn't move, or that is attached to the land.

Tax appeal

An appeal regarding an assessment, reassessment or determination made by the CRA or a provincial tax authority, including an administrative appeal to the CRA or a provincial tax authority and an appeal to the Tax Court of Canada or a superior court of a province.

Tax audit

An inspection and verification by the CRA or a provincial tax authority of **your** financial accounting records to determine whether or not **you** have paid the correct amount of tax.

Territorial limit

Canada.

We, **us**, **our**

ARAG Legal Solutions Inc. who has been authorized by the **Insurer** to act as the insurance manager for this coverage form.

You, **your**

The individual, corporation, partnership or other form of business organization shown in the Declarations as the Named Insured.

SECTION IV

AMOUNT OF INSURANCE

The **Insurer** will pay up to the amount of insurance shown in the Declarations in respect of **legal costs** related to all claims resulting from one or more events arising at the same time or from the same originating cause.

Subject to the above, the **Insurer** will pay, in aggregate, **legal costs** of no more than the aggregate limit shown in the Declarations in respect of all claims that arise in the policy period that result from different originating causes.

SECTION V

GENERAL EXCLUSIONS

This insurance does not apply to:

1. **Events not connected with your business**
   Any event not arising in connection with the business shown in the Declarations.

2. **Wilful acts**
   Any claim resulting from an act which is wilfully committed, and the results of which are consciously intended, by an **insured person**.

3. **Late reported claims**
   A claim reported to **us** more than 120 days after the **date of occurrence**.

4. **Legal costs not agreed with us**
   Legal costs incurred before **our** written agreement that the **Insurer** will pay them.

5. **Legal action not agreed with us**
Legal action an **insured person** takes which **we** or the **appointed representative** have not agreed to or where an **insured person** does anything that hinders **us** or the **appointed representative**.

6. **Contingency fee agreements**
Any **legal costs** arising as a consequence of a contingency fee agreement.

7. **Disputes with any governmental or public body**
Except as it relates to claims accepted under **Insured events (B) Legal Defence, (C) Small Claims Court Contract Disputes and Debt Recovery, (D) Statutory Licence Protection**, and **(G) Tax Protection**, any **legal costs** relating to a review or dispute regarding the lawfulness of any decision or action of any federal, provincial or territorial governmental or quasi – governmental body, or any other local or public authority, other than in relation to an accepted claim in respect of any event insured under this coverage form.

8. **Class action proceedings**
Any claim where an **insured person** is a party to a legal action brought under applicable class proceedings legislation, or where an **insured person** has opted out of being a party to a legal action brought under applicable class proceedings legislation.

9. **Costs awarded outside of Canada**
Any **legal costs** awarded in any jurisdiction outside of Canada.

10. **Damages, fines and penalties**
Damages, fines, penalties, compensation or restitution orders which the **insured person** is ordered to pay by a court or other authority and any costs awarded in criminal or statutory proceedings.

11. **Disputes with us,** the **Insurer**, or the **Broker**
Any dispute with **us,** the **Insurer**, or the **Broker** not otherwise dealt with under **COVERAGE FORM CONDITIONS 10. Disputes over reasonable prospects for a claim**.

12. **Fraudulent claims**
Any claim which is fraudulent, exaggerated or dishonest.

13. **Claims under this coverage form by a third party**
Apart from **us**, only an **insured person** may enforce all or any part of this coverage form and the rights and interests arising from or connected with it.

14. **Bankruptcy of the Named Insured**
Any matter or claim if, at any time:

    (i) **you** are declared bankrupt, placed into receivership, are in the process of being wound-up or if any part of **your** affairs or property is in liquidation;

    (ii) **you** have made a proposal, petition, filing or arrangement for the benefit of any creditor or creditors;

    (iii) a creditor seeks to have **you** placed into bankruptcy, declared insolvent, liquidated or be wound-up;

    (iv) any of **your** property is placed under the care or control of a trustee, receiver or administrator.

15. **Intellectual property disputes**
Any claim related to disputes about patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy or confidentiality agreements.

16. **Agency agreement disputes**
Any claim relating to rights under a franchise or agency agreement entered into by **you**.

17. **Shareholding or partnership disputes**
Disputes about a shareholding or partnership interest in **you** unless such shareholding or partnership interest was acquired under a plan open to all of **your** employees or a substantial number of them.

18. **Defamation**
A claim relating to written or oral remarks which damage an **insured person's** reputation.

19. **Disputes relating to the validity of legislation**

    Any constitutional or other challenge to the validity of Federal, provincial, territorial or municipal legislation.

SECTION VI

COVERAGE FORM CONDITIONS

1. **Observance of coverage form terms**

The **insured person** must:

(i) comply with the terms and conditions of this coverage form;

(ii) notify **us** immediately of any change in circumstance which may materially affect **our** assessment of the risk;

(iii) take reasonable steps to avoid and prevent claims;

(iv) take reasonable steps to avoid incurring unnecessary costs;

(v) send everything **we** reasonably ask for in writing;

(vi) report to **us** full and factual details of any claim as soon as practicable and give **us** any information **we** reasonably need.

2. **Notice of Insured Event**

The **insured person** shall notify **us** of any insured event which may give rise to coverage, as soon as they become aware of it. Any interested person may give such notice.

In the event that the requirement set out in the preceding paragraph is not fully complied with, all rights to coverage shall be forfeited by the **insured person** where such non-compliance has caused prejudice to **us**.

3. **Conduct and control of claim**

(i) If it is necessary to take legal proceedings, including a **tax appeal**, an **appointed representative** will be appointed by **us** on behalf of the **insured person** in accordance with **our** standard terms of appointment and will be retained by the **insured person**.

(ii) Where **we** have agreements with more than one law firm with respect to a specialty, the **insured person** may select their **appointed representative** from that panel of law firms.

(iii) The **insured person** must cooperate with **us** and must keep **us** up-to-date regarding the progress of the claim.

(iv) The **insured person** must cooperate with the **appointed representative** and must follow the recommendations of the **appointed representative**, which have been agreed to by **us**.

(v) The **insured person** must give the **appointed representative** any instructions that **we** require.

4. **Consent to access information**

The **insured person** will provide written consent, at the commencement of the retainer of the **appointed representative**, permitting the **appointed representative**, at **our** request, to give **us**, or **our** reinsurers, actuaries or auditors, or any regulatory authority or its agents, to the extent required by law, access to all correspondence, documents and records in the **appointed representative's** possession or control which are relevant to the matter. This consent will include permission to deliver up all such documents or copies of all such documents at **our** request.

5. **Offers to settle a claim**

(i) The **insured person** must tell **us** if anyone offers to settle a claim and must not negotiate or agree to a settlement without **our** written consent.

(ii) If the **insured person** does not accept an offer **we**, based on the advice of the **appointed representative**, consider reasonable to settle a claim, **we** may refuse to pay further **legal costs**.

(iii) **We** reserve the right to pay the **insured person** the reasonable amount of damages that the **insured person** is claiming, or that is being claimed against them, or negotiate a reasonable settlement of any claim, instead of starting or continuing legal proceedings. In these circumstances the **insured person** must allow **us** to take over and conduct in their name the pursuit or settlement of any claim. The **insured person** will also allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other party and must give **us** all information and assistance required.

6. **Withdrawal of coverage**

If an **insured person** settles or negotiates a claim without **our** consent, or withdraws a claim without **our** consent, or does not give to the **appointed representative** any instructions that **we** require, **we** can withdraw coverage and will be entitled to reclaim from the **insured person** any **legal costs we** have paid.

7. **Sanction limitation**

The **Insurer** shall not be deemed to provide coverage and the **Insurer** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Insurer** to any sanction, prohibition or restriction under trade or economic sanctions, laws, or regulations of Canada, the United Nations or the European Union.

8. **Assessment and recovery of costs**

(i) The **insured person** must instruct the **appointed representative** to have **legal costs** taxed, assessed or audited if **we** ask for this.

(ii) The **insured person** must take every reasonable step to recover **legal costs** that **we** have to pay and must pay **us** any amounts that are recovered.

(iii) Where a settlement is made on a without costs basis the **appointed representative** will determine what proportion of that settlement will be deemed **legal costs** and payable to or by **us**.

9. **Cancellation of a representative's appointment**

If the **appointed representative** refuses to continue acting for the **insured person**, or if the **insured person** dismisses the **appointed representative** without **our** prior consent, we may withdraw coverage for the claim.

10. **Disputes over reasonable prospects for a claim**

If there is a dispute between an **insured person** and **us** over **reasonable prospects**, the **insured person** may obtain, at their expense, an opinion, from a lawyer mutually agreed to by the **insured person** and **us**, on the merits of a claim or proceedings. If the lawyer's opinion indicates that **reasonable prospects** exist, **we** will pay the reasonable cost of obtaining the opinion.

11. **Complaint handling**

If **you** are not satisfied with any aspect of **our** service, please call **1-888-582-5586** or send an email to **customerrelations@arag.ca**.

Alternatively, you can contact us at TalkToUs@wawanesa.com.

If **you** are still not happy, **you** can contact the General Insurance OmbudService (GIO). The GIO is an independent organization which exists to help resolve problems between individuals and their insurance providers. The GIO's services are available free of charge to the customer and the GIO can be contacted by telephone (toll-free Number 1-877-225-0446), or through their website at www.giocanada.org. The GIO should be contacted only after **you** have first tried to resolve the issue directly with **us**.

If **you** are a resident of Quebec and **you** are not satisfied with the resolution offered by **us**, **you** may request that **we** send a copy of **your** file to *the Autorité des marchés financiers (AMF),* which will assess the complaint and, if necessary, offer mediation services between **you** and **us**. The *AMF* does not pay any monetary compensation with regard to consumer claims, other than cases covered under its protection and compensation programs. Additional information regarding the *AMF* complaint process can be obtained at http://www.lautorite.qc.ca/en/file-complaint-conso.html or toll free at 1-877-525-0337.

12. **Other insurance**

The **Insurer** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this coverage form did not exist.

13. **Applicable law**

This coverage form will be governed, interpreted and enforced in accordance with the laws of the province or territory where this coverage form was issued and the federal laws of Canada.

14. **Action against us**

Any action or proceeding against **us** for the recovery of any claim under this coverage form is absolutely barred unless commenced within two years after the **date of occurrence**, or prior to the expiry of the applicable limitation period in the province or territory where this coverage form was issued, whichever is earlier. Any such action or proceeding shall be held in the province or territory where this coverage form was issued and in accordance with its laws and the federal laws of Canada.

15. **Communication with us**

The **insured person** can communicate with **us** by telephone, mail or email. New claims may also be reported to **us** by mail or telephone, or via **our** website at www.arag.ca.

COMMERCIAL INSURANCE POLICY DECLARATIONS

Renewal Policy effective
Sep 01, 2022
Supersedes any previous declaration bearing the same policy number

NAMED INSURED AND ADDRESS	BROKER OFFICE
WHITEHORSE CONDO CORP #124 UNIT 111 134 SEINE SQ WHITEHORSE YT Y1A 3C3	**HUB INTERNATIONAL INSURANCE BROKERS** **101-204 LAMBERT ST** **WHITEHORSE YT Y1A 1Z4** **Telephone: 866-622-6602** **Broker Number: 0408690** **Fax: 867-667-6343**

Policy Number	Account Number	Policy Period	
31894080	33801661	From Sep 01, 2022 to Sep 01, 2023 12:01 A.M.	All times are local at the Named Insured's postal address as stated herein

Thank you for choosing The Wawanesa Mutual Insurance Company ("Wawanesa Insurance"). Your insurance policy package is your insurance contract. It includes your policy declaration and your policy wordings. Your policy declaration is a summary of the coverage and limits you have purchased. Your policy wordings, including endorsements, exclusions, limitations and conditions, provide you with a detailed explanation of your coverage. These items represent the legal contract of indemnity between you and us.

Please review the following policy coverage documents to ensure your policy meets your needs and you understand what you're covered for in the event of a claim:

- Policy declaration outlining your coverages and limits (this document)
- Policy wordings for further details of your coverages. You can download your copy at wawanesa.com/policy-wordings. You will need to enter your policy number found at the top left of this page.

For questions regarding your coverage, premium, billing, changes to your policy, including cancellation, or to request printed/emailed documents please contact your broker. For all other information, including frequently asked questions, concerns/complaints and contact details, please visit wawanesa.com or email talktous@wawanesa.com. If you need to submit a claim, visit wawanesa.com/claims or call 1-844-WAWANESA (929-2637).

Important Information about your policy:
Any operations or sales outside of Canada must be reported to Wawanesa Insurance. Contact your Broker for details.

Your Deductible(s) may have changed. Please review your policy carefully.

Your Coverage(s) may have changed. Please contact your Broker to review your policy.

The **Legal Expense Coverage** on your policy includes unlimited access to the **Telephone Legal Helpline Service**. This service is available for any legal issue, regardless of whether it is covered by your policy. To contact this service, call 1-877-347-5399. Please see your policy wording for coverage details and further information.

Personal Information Notice:
By purchasing insurance from Wawanesa, you are providing Wawanesa with the consent of all individuals insured under this policy to the collection, use and disclosure of their personal information for the purposes of communicating with them, underwriting risks on a prudent basis, investigating and paying claims, detecting and preventing fraud, offering and providing property and casualty insurance products and services to them, compiling statistics and analyzing business results, and acting as required or authorized by law. This consent applies to personal information previously collected by Wawanesa and to personal information which it may

Access your policy wordings online, anytime.

Ensure your policy meets your needs, and know what you're covered for in the event of a claim.

Scan the QR code to view your policy wordings, or visit wawanesa.com/policy-wordings

This policy contains a clause which may limit the amount payable.

"Wawanesa Insurance" is **The Wawanesa Mutual Insurance Company** and is the licensed insurer of this policy.

collect in the future for the purposes identified above. Wawanesa may at times use third party service providers to process or store personal information on its behalf. In these circumstances, the service providers are provided with only the information necessary to perform such services. In addition, Wawanesa requires them to protect the information in a manner that is consistent with its Personal Information Protection Policy and security practices. In the event that a service provider is located in a foreign jurisdiction, it is bound by the laws of that jurisdiction, which may require it to disclose personal information to the courts, law enforcement agencies, or national security authorities of the jurisdiction.

You can view our Privacy Policy at https://wawanesa.com/privacy-policy. If you have any questions or concerns about this policy or our privacy practices, please contact us at privacy@wawanesa.com or 1-844-241-0226.

Realty Select Plus

Named Insured(s): WHITEHORSE CONDO CORP #124

Policy Number: 31894080 **Account Number:** 33801661 **Policy Period:** September 1, 2022 to September 1, 2023 12:01 A.M.

Form of Organization : Corporation

Description of the Business and Operations of the Named Insured(s): 20 Apartment Style Condominium - 2 Buildings

Your full term premium is $21,515.00. Refer to the breakdown of premiums below.

Policy Summary

Location Number	Location Description	Premium per Location
1	134 SEINE SQ, WHITEHORSE YT	$19,124.00
	Premium Subtotal for Locations	**$19,124.00**
	Premium Subtotal for Tools	Included
	Premium Subtotal for Inland Marine (Miscellaneous)	Included
	Premium Subtotal for Commercial Liability	$779.00
	Premium Subtotal for Non-Owned Auto	$150.00
	Premium Subtotal for Cyber	Included
	Premium Subtotal for Crime	Included
	Premium Subtotal for Miscellaneous	Included
	Premium Subtotal for Enhancement	$1,462.00
	Total Policy Premium	**$21,515.00**

Your insurance policy includes your policy wordings. To access this document and download a copy, please visit wawanesa.com/policy-wordings.

Insured Premises

Location Number	Location Description	Principal Operations / Occupancy
1	134 SEINE SQ, WHITEHORSE YT Y1A 3C3	20 Apartment Style Condominium - 2 Buildings

Building & Contents - Location 1	Amount of Insurance	Deductible	Premium
Building 1: Year Built: 2008; Number of Storeys: 3; Construction: Frame and All Other; Heat: Electric Radiant; Sprinklered: No Sprinklers Principal Operations / Occupancy: 20 Apartment Style Condominium - 2 Buildings			

Building & Contents - Location 1	Amount of Insurance	Deductible	Premium
Coverage A - Buildings - Building and Business Contents Coverage Form (Broad Form) - Form WA3000 05 2022 No Coinsurance Valuation Basis is Replacement Cost Inflation Protection: 5%	$8,741,800	$10,000	$17,338.00
Water Damage Deductible - Form WA3034 11 2019		$25,000	
Premium Subtotal for Building & Contents - Location 1			**$17,338.00**

Location 1	Amount of Insurance	Deductible	Premium
Business Income Coverage Actual Loss Sustained (Profits) - Form WA3200 02 2019 Business Income including Rental Value			Included
Equipment Breakdown Coverage Form - Form WA8002 11 2019 Option 3 Non-Perishable Stock Limit	$8,741,800	$10,000	Included
Miscellaneous Endorsement - MANUSCRIPT - AMENDMENT - BLANKET BY-LAWS AMOUNT OF INSURANCE - Form WA3999-L1P1 (See Endorsement Form for additional details)			Included
Miscellaneous Endorsement - LMA5393 COMMUNICABLE DISEASE EXCLUSION ENDORSEMENT - Form WA3999-L1P2 (See Endorsement Form for additional details)			Included
Condominium Corporation Additional Coverages - Form WA3035 11 2019 Trustee's Fees Additional Coverage Common Expense Additional Coverage Relocation Expense Additional Coverage	 $50,000 $25,000 $10,000		Included
Earthquake - Form WA3044 11 2019 Deductible is 5% of the Amount of Insurance subject to a Minimum Deductible of $100,000	$8,741,800		$1,001.00
Flood - Form WA3043 11 2019	$8,741,800	$25,000	$339.00
Sewer Backup - Form WA3001 11 2019	$8,741,800	$25,000	$446.00
Premium Subtotal for Location 1			**$1,786.00**

Enhancement	Amount of Insurance	Premium
Property Enhancement		
Building and Business Contents Coverage - Plus Enhancement - Form WA3506 11 2019 **Cyber Loss (Commercial and Farm Liability) Policyholder Notice** - Form PH1687.2 05 2022 **Cyber Loss (Property) Policyholder Notice** - Form PH1687.1 05 2022 **Legal Expense PolicyHolder Notice EROC** - Form PH1633_1 12 2021		$11.00
Blanket By-Laws	Included	Included
Blanket Glass Deductible $1,000	Included	Included
Brands and Labels	$50,000	Included
Business Contents - Seasonal Increase	Included	Included
Catch All Clause - Aggregate Limit	$25,000	Included
Consequential Loss	Included	Included
Conviction Reward	$10,000	Included
Damage to Building by Theft	Included	Included
Debris Removal	$100,000	$11.00
Eco-Friendly Coverage Enhancement	$50,000	Included
Electronic Data Processing - Duplicates	$5,000	Included
Electronic Data Processing Research Costs	$50,000	Included

Enhancement	Amount of Insurance	Premium
Extra Expense	$50,000	Included
Flex Protect - Aggregate Limit Accounts Receivable Automatic Fire Suppression System - Accidental Discharge Exterior Paving Fine Arts Fire Department Service Charges Master Key Outdoor Trees, Shrubs, Flowers, Plants Personal Effects and Property of Others Professional Fees Valuable Papers and Records Research Costs	$250,000	Included
Home Office	$25,000	Included
Inflation Protection	5%	Included
Jewellery	Included	Included
Leasehold Interest	$25,000	Included
Loss Caused by Damage to Off-Premises Utilities	$100,000	Included
Newly Acquired or Newly Constructed Property Newly Acquired or Constructed Buildings Business Contents at Newly Acquired Locations Newly Acquired Business Contents Number of Consecutive Days : 60	 $1,000,000 $500,000 $100,000	Included
Outdoor Signs	$25,000	Included
Pollutant Clean Up and Removal	$100,000	Included
Preservation of Property	Included	Included
Property Manager's Claim Expense	$25,000	Included
Property Off-Premises Including In Transit	$50,000	Included
Water Damage, Other Liquids, Powder or Molten Material Damage	Included	Included
Business Income Enhancement		
Business Income - Plus Enhancement - Form WA3511 11 2019		Included
Broadened Coverage for Newly Acquired Locations Number of Consecutive Days: 60	Included	Included
Business Income from Dependent Properties	$50,000	Included
Business Income from Neighbouring Property	$50,000	Included
Increased Period of Restoration Due to By-Laws	$100,000	Included
Internet Service Provider Breakdown	$2,500	Included
Loss Caused by Damage to Off-Premises Utilities	$25,000	Included
Mortgage Rate Guarantee	$50,000	Included
Professional Fees	$5,000	Included
Premium Subtotal for Enhancement		**$1,462.00**

Unscheduled Tools	Amount of Insurance	Deductible	Premium
Tool Coverage Form (Broad Form) - Form WA3140 05 2022			
Unscheduled Tools Any One Item or Set of Items Newly Acquired Property Additional Coverage No Coinsurance Valuation basis is Replacement Cost (60 Months or newer)	$10,000 $2,500 $2,500	$1,000	Included
Premium Subtotal for Unscheduled Tools			**Included**

Inland Marine (Miscellaneous)	Amount of Insurance	Deductible	Premium
Installation Coverage Form - Form WA3038 05 2022	$20,000	$1,000	Included
Premium Subtotal for Inland Marine (Miscellaneous)			**Included**

Commercial Liability	Amount of Insurance	Deductible	Premium
Commercial General Liability Coverage Form - Form WA6000 05 2022			$779.00
Products-Completed Operations Aggregate	$2,000,000		
Each Occurrence	$2,000,000		
Personal and Advertising Injury Liability	$2,000,000		Included
Medical Payments - Any One Person	$10,000		Included
Tenants' Legal Liability	$1,000,000		Included
Deductible - Bodily Injury Liability, Per Occurrence basis			
Deductible - Property Damage Liability, Per Occurrence basis			
Removal of General Aggregate - Form WA6038 11 2019			
Broad Form Completed Operations - Form WA6014 11 2019			
Employee Benefits Liability Coverage - Form WA6002 08 2018	$1,000,000	$1,000	Included
Coverage - Employer's Liability - Form WA6015 11 2019			Included
Each Occurrence	$2,000,000		
Communicable Disease Exclusion Form - Form WA6095 03 2021			Included
Premium Subtotal for Commercial Liability			**$779.00**

Commercial Liability Exposures

Description	Industry Code	Basis	Basis Type	Rate	Advance Premium (Portion of Commercial Liability Premium)
Building Owners' Risk (Realty) - Apartment Style - 9 Storey or Less - No Mercantile Occupancy - Condominium (Not Townhouses)	665001	20	Per Suite	$0.00	$779.00

Non-Owned Auto	Amount of Insurance	Deductible	Premium
Standard Non-Owned Automobile Policy - Form SPF 6 07 2020	$2,000,000		$50.00
Contractual Liability Endorsement - Form SEF 96 07 2020			
Legal Liability for Damage to Hired Automobiles Endorsement - Form SEF 94 07 2020	$50,000	$1,000	$100.00
Excluding Long Term Leased Vehicles - Form SEF 99 07 2020			Included
Premium Subtotal for Non-Owned Auto			**$150.00**

Cyber	Amount of Insurance	Deductible	Premium
Cyber Coverage Form - Form WA8110 08 2020			Included
Data Compromise Response Expenses			
Aggregate Limit	$50,000	$1,000	
Sublimit Per Occurrence:			
Forensic IT Review - Amount of Insurance	$25,000		
Legal Review - Amount of Insurance	$25,000		
Public Relations - Amount of Insurance	$5,000		
Regulatory Fines and Penalties - Amount of Insurance	$25,000		
PCI Fines and Penalties - Amount of Insurance	$25,000		
1st Party Named Malware - Amount of Insurance	$50,000		
As a policyholder with Cyber Coverage, you receive free access to eRisk Hub®, a portal providing valuable data risk management tools, content and resources. Go to https://eriskhub.com/wawanesa Access code: 691160-184			
Premium Subtotal for Cyber			**Included**

Crime	Amount of Insurance	Deductible	Premium
Commercial Crime Coverage Form - Form WA3600 11 2020			Included
Armoured Motor Vehicle	$10,000		
Computer Fraud	$10,000		
Credit Card Forgery	$10,000		
Employee Dishonesty	$25,000		
Forgery or Alteration	$10,000		
Funds Transfer Fraud	$10,000		
Money Orders and Counterfeit Paper Currency	$10,000		
Money, Securities and Other Property	$10,000		
Employee Dishonesty - Third Party Bond - Form WA3607 11 2019			
Include Non-Compensated Directors and Officers as Employees - Form WA3609 11 2019			
Premium Subtotal for Crime			**Included**

Miscellaneous	Amount of Insurance	Deductible	Premium
Legal Expense Insurance for Select - Form WA8200 12 2021			Included
Employment Disputes	$100,000		
Legal Defence	$100,000		
Small Claims Court Contract Disputes & Debt Recovery	$100,000		
Statutory Licence Protection	$100,000		
Property Protection	$100,000		
Bodily Injury	$100,000		
Tax Protection	$100,000		
Telephone Legal Helpline Service (1-877-347-5399)	Unlimited		
Aggregate Limit per Annual Period	**$500,000**		
Premium Subtotal for Miscellaneous			**Included**

This policy is subject to: Common Policy and Property Conditions WA2999 08 2021; Statutory Conditions (Yukon) - SC0 08 2021; PH1687.1 05 2022; PH1633_1 12 2021; PH1687.2 05 2022; It includes the CEO Signature page Form WA2990 08 2018.

Policyholder meeting notice:
Policyholders in good standing can attend and vote (in person or by proxy) at meetings of the policyholders of Wawanesa Insurance. If you want to receive notice of these meetings, please visit wawanesa.com/annual-meeting.

Wawanesa Insurance

SUBSCRIPTION ENDORSEMENT

Renewal Policy effective
Sep 01, 2022
Supersedes any previous declaration bearing the same policy number

NAMED INSURED AND ADDRESS	BROKER OFFICE
WHITEHORSE CONDO CORP #124 UNIT 111 134 SEINE SQ WHITEHORSE YT Y1A 3C3	**HUB INTERNATIONAL INSURANCE BROKERS** **101-204 LAMBERT ST** **WHITEHORSE YT Y1A 1Z4** **Telephone: 866-622-6602** **Broker Number: 0408690** **Fax: 867-667-6343**

Policy Number	Account Number	Policy Period	
31894080	33801661	From Sep 01, 2022 to Sep 01, 2023 12:01 A.M.	All times are local at the Named Insured's postal address as stated herein

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUBSCRIPTION ENDORSEMENT - Form WA3006

This endorsement modifies insurance provided under your policy.

Certain coverages in your policy are written on a subscription basis. This means that more than one insurer participates in such coverage.

1. Each company shown in the Schedule of Subscribing Companies participates in this insurance. Each such company will pay the percentage of covered loss or damage that the Percentage Insured shown beside its name bears to the total amount of covered loss or damage under the Coverage Insured.
2. Each company shown in the Schedule of Subscribing Companies is severally and not jointly liable for its participation. Each such company has, for itself and not for others, caused this Subscription Endorsement to be signed by its authorized representative.
3. The inability or failure of one company shown in the Schedule of Subscribing Companies to pay its share of loss or damage will not increase, change or in any other way affect the obligation of any other company shown in such schedule.

Schedule of Subscribing Companies

Company	Percentage Insured	Coverage Insured	Premium	Signature
Wawanesa Insurance	100% 100% 100% 100% 100% 100% 100% 51%	Crime Cyber Equipment Breakdown Inland Marine Legal Expense Liability Non-Owned Auto Property	$0.00 $70.00 $1,198.00 $0.00 $183.00 $779.00 $150.00 $9,759.00	
Aviva Insurance Company of Canada As Arranged by Cansure	10%	Property	$1,914.00	
Certain Lloyds Underwriters under Agreement No B0572NA22BC01 as arranged by Cansure	10%	Property	$1,914.00	
Certain Lloyd's Underwriters under contract B0572NA22BC04 as arranged by Cansure	9%	Property	$1,720.00	
Certain Lloyd's Underwriters under contract B0572NA22BC05 as arranged by Cansure	10%	Property	$1,914.00	
Everest Insurance Company of Canada as arranged by Cansure	10%	Property	$1,914.00	
		Total	**$21,515.00**	

"Wawanesa Insurance" is **The Wawanesa Mutual Insurance Company** and is the licensed insurer of this policy.

Wawanesa Insurance

COMMERCIAL INSURANCE POLICY MANUSCRIPT ENDORSEMENT

Renewal Declaration effective
Sep 01, 2022
Supersedes any previous declaration bearing the same policy number

NAMED INSURED AND ADDRESS	BROKER OFFICE
WHITEHORSE CONDO CORP #124 UNIT 111 134 SEINE SQ WHITEHORSE YT Y1A 3C3	**HUB INTERNATIONAL INSURANCE BROKERS** **101-204 LAMBERT ST** **WHITEHORSE YT Y1A 1Z4** **Telephone: 866-622-6602** **Broker Number: 0408690** **Fax: 867-667-6343**

Policy Number	Account Number	Policy Period	
31894080	33801661	From Sep 01, 2022 to Sep 01, 2023 12:01 A.M.	All times are local at the Named Insured's postal address as stated herein

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MANUSCRIPT - AMENDMENT - BLANKET BY-LAWS AMOUNT OF INSURANCE - Form WA3999 - L1P1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
MANUSCRIPT - AMENDMENT - BLANKET BY-LAWS AMOUNT OF INSURANCE

This endorsement modifies insurance provided under the following:
BUILDING AND BUSINESS CONTENTS COVERAGE - BASE ENHANCEMENT (WA3500)
BUILDING AND BUSINESS CONTENTS COVERAGE - PLUS ENHANCEMENT (WA3506)

SCHEDULE - BY-LAWS AMOUNT OF INSURANCE
Location(s) “all locations”

This endorsement applies only to locations shown in the SCHEDULE - BY-LAWS AMOUNT OF INSURANCE above.

Blanket By-Laws Additional Coverage is amended as shown below:
The following replaces Paragraph (ii):
(ii) The most we will pay under this Blanket By-Laws Additional Coverage is the lesser of the following:
(1) 10% of the amount of insurance applicable to the covered locations; or
(2) $1,000,000 per covered location
Such amount is in addition to any other applicable Amount of Insurance.

All other terms and conditions remain unchanged.

00111 08-2021

All other terms, conditions and exclusions of the policy remain unchanged.

This policy contains a clause which may limit the amount payable.

COMMERCIAL INSURANCE POLICY MANUSCRIPT ENDORSEMENT

Renewal Declaration effective
Sep 01, 2022
Supersedes any previous declaration bearing the same policy number

NAMED INSURED AND ADDRESS	BROKER OFFICE
WHITEHORSE CONDO CORP #124 UNIT 111 134 SEINE SQ WHITEHORSE YT Y1A 3C3	**HUB INTERNATIONAL INSURANCE BROKERS** **101-204 LAMBERT ST** **WHITEHORSE YT Y1A 1Z4** **Telephone: 866-622-6602** **Broker Number: 0408690** **Fax: 867-667-6343**

Policy Number	Account Number	Policy Period	
31894080	33801661	From Sep 01, 2022 to Sep 01, 2023 12:01 A.M.	All times are local at the Named Insured's postal address as stated herein

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LMA5393 COMMUNICABLE DISEASE EXCLUSION ENDORSEMENT - Form WA3999 - L1P2

Page 1 of 2 LMA5393/MFICDX (09/00)
COMMUNICABLE DISEASE EXCLUSION ENDORSEMENT
Applicable to Insurer(s) as arranged by Cansure

It is hereby understood and agreed that the following exclusion applies to the subscription share of each insurer as arranged by Cansure under the following property insurance policy:
Name Insured: WHITEHORSE CONDO CORP #124
Lead Insurer: WAWANESA INSURANCE
Lead Policy Number: 31894080
Policy Effective Date: SEPTEMBER 1, 2022

COMMUNICABLE DISEASE EXCLUSION ENDORSEMENT #1 LMA5393 (For use on property policies)
1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
2.1. for a Communicable Disease, or
2.2. any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or
between organisms, and
3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of
property insured hereunder.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the policy remain the same.
COMMUNICABLE DISEASE EXCLUSION #2 MFICDX (For use on property policies)
Notwithstanding any other provision of this policy to the contrary, this policy does not insure the following::
a. What is not covered?
1. We will not pay for any:
a. loss or claim;
b. additional or increased costs;
c. emergency evacuation costs, or restricted access costs;

NAMED INSURED AND ADDRESS	BROKER OFFICE
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d. costs to clean-up, detoxify, remove, monitor, test, prevent, or implement;
e. economic loss;
f. loss of market, loss of use, or loss of occupancy;
g. physical loss or damage to insured property;
h. compensatory damages; nor for
i. bodily injury;
caused or resulting from, directly or indirectly, in any way by:
i. an endemic, epidemic, pandemic, or outbreak of a communicable disease;
ii. any contamination of or exposure to any infectious agent, disease, virus, pathogen, or other microorganism which includes or is capable of inducing distress, illness, disease, death, or property damage;
nor by
iii. any activity, order, or decision made by a Canadian civil authority, or other government entity to pr respond, respond to, reduce, or control any item or event listed in (i) and (ii) above;
and this exclusion applies to and modifies any coverage otherwise provided by this policy.

SECTION TWO - CONDITIONS OF THIS FORM
1. Except where modified by this form, all other terms of your policy apply and are incorporated by reference.

All other terms, conditions and exclusions of the policy remain the same.

All other terms, conditions and exclusions of the policy remain unchanged.

PLEASE REVIEW YOUR DOCUMENTS CAREFULLY AS WE HAVE MADE CHANGES TO SOME OF THE POLICY WORDINGS.

We have made some changes to your Legal Expense coverage form. The form number shown on your policy for this coverage is WA8200, WA8201, WA8202, WA8210, WA8211, WA8212 or WA8213.

Wawanesa is your insurer – we provide your coverage and pay your claims – but your Legal Expense coverage is managed for us by another company. The name of this company has changed to ARAG Legal Solutions Inc.

We have added a new provision to your Legal Expense coverage form, called MAKING A CLAIM. This provides direction on how to contact us if you have a claim that is covered by this form.

We have also made some formatting adjustments and other minor amendments.

None of these change the coverages provided by your Legal Expense form. Please contact your broker if you have any questions.

PLEASE REVIEW YOUR DOCUMENTS CAREFULLY AS WE HAVE MADE CHANGES TO SOME OF THE POLICY WORDINGS.

With the recent rapid advancement in technology, losses due to cyber risks have risen sharply. As coverage and pricing for cyber loss are not contemplated in your policy, we have added a new exclusion for Cyber loss to our property wordings, including the Building and Business Contents forms and inland marine (floater) forms.

This will result in a reduction in coverage.

Please contact your broker if you have any questions.

PLEASE REVIEW YOUR DOCUMENTS CAREFULLY AS WE HAVE MADE CHANGES TO SOME OF THE POLICY WORDINGS.

With the recent rapid advancement in technology, losses due to cyber risks have risen sharply. As coverage and pricing for cyber loss are not contemplated in your policy, we have made 2 major changes to the following liability forms:

Commercial General Liability Coverage Form

Farm General Liability Coverage Form

The 2 major changes are:

1. We have added a new exclusion for Cyber and Electronic Data; and
2. Because electronic data is now excluded in the new Cyber and Electronic Data exclusion, we have amended the Electronic Data and Access or Disclosure of Confidential or Personal Information exclusion to now only exclude Access or Disclosure of Confidential or Personal Information.

Both of these changes will result in a reduction in coverage.

We have also amended the definition of electronic data to better fit with today's technology.

Please contact your broker if you have any questions.

BUILDING AND BUSINESS CONTENTS COVERAGE FORM
(Broad Form)

Words and phrases in quotation marks have special meaning as defined in **G**. **DEFINITIONS**.

Whenever the following words are used in this Coverage Form, they will be specifically defined as follows:
You and **your** means the **Named Insured**.
We, **us** and **our** means **The Wawanesa Mutual Insurance Company**.

A. INSURED PROPERTY AND PERILS

We will pay for direct physical loss or damage to Insured Property at the “premises” described in the Declarations caused by or resulting from a peril not otherwise excluded.

1. Insured Property

Insured Property, as used in this Coverage Form, means the following types of property for which an Amount of Insurance is shown in the Declarations:

Coverage A - Buildings

We insure buildings or structures at the "premises" described in the Declarations, including:

(a) Other buildings or structures at such "premises", including garages, storage buildings, shipping containers and unlicensed trailers used for storage;
(b) Permanently installed fixtures, fittings, machinery and equipment;
(c) Outdoor signs, if permanently attached to a covered building;
(d) Outdoor fixtures;
(e) Materials, equipment and supplies on the "premises", owned by you and used to maintain or service an insured building or structure or its "premises";
(f) Completed additions;
(g) If not covered by other insurance:
  (i) Additions under construction, alterations and repairs to the building or structure;
  (ii) Materials, equipment, supplies and temporary structures, used for making additions, alterations or repairs to an insured building or structure.
(h) Growing plants, trees, shrubs and flowers used for decorative purposes inside a building you own.

Coverage B - Business Contents

We insure Business Contents located in or on the buildings at the described "premises" including:

(a) Property you own that is used in your business, including furniture, fixtures, machinery, equipment, "stock" and work or goods in progress;
(b) Similar property owned by others that is in your care, custody or control and that you are contractually obligated to insure, or for which you are legally liable for loss or damage.
(c) **(i)** Tenants' improvements and betterments, including those completed by a previous tenant. Improvements and betterments are fixtures, alterations, installations or additions:
  (1) Made a part of the building or structure you occupy but do not own; and
  (2) You acquired or made at your expense but cannot legally remove.
  (ii) If the "premises" is a condominium "unit" that you own, the improvements, betterments, fixtures and alterations within your "unit", including those completed by a previous tenant.

Coverage B does not include any property described in Coverage A.

Coverage C - Property of Every Description

We insure Buildings and Business Contents as described in **Coverage A - Buildings** and **Coverage B – Business Contents** above.

2. Insured Perils

Except as otherwise provided, this Coverage Form insures against all risks of direct physical loss of or damage to Insured Property.

B. EXCLUDED PROPERTY AND PERILS

1. Excluded Property

We will not insure loss of or damage to:

(a) Money, "cash cards", electronic currency (e-currency), notes, securities, bank notes, stamps, tickets (except lottery tickets held for sale), tokens, bills, or evidence of debt or title;
(b) Automobiles, trailers, watercraft, amphibious or air cushion vehicles, aircraft, spacecraft, motors, including equipment and accessories attached to or mounted onto all such property;
  This exclusion **(b)** does not apply to:
  (i) Watercraft, amphibious or air cushion vehicles, land vehicles or self-propelled machines (other than licensed automobiles), that you hold for sale or that have been sold but not delivered;
  (ii) Unlicensed automobiles or unlicensed trailers held for sale or used in your business when on your "premises";
(c) Crops, lawns, trees, shrubs, flowers or plants (other than "stock" of trees, shrubs, flowers or plants), all while outside buildings.

This exclusion **(c)** does not apply to lawns, trees, shrubs, flowers or plants on a vegetative roof; however, loss or damage caused by or resulting from the following perils is not insured:
(i) Dampness or dryness of atmosphere;
(ii) Changes in or extremes of temperature, heating or freezing; or
(iii) Rain, snow, ice, sleet or hail;

(d) Animals, fish or birds. This exclusion **(d)** does not apply to loss or damage caused directly by:
(i) A "Named Peril"; or
(ii) Theft or attempted theft;
to animals, fish or birds that are not "livestock";

(e) Sewers, drains and watermains located beyond the outside walls or foundation of your building. This exclusion **(e)** does not apply to loss or damage to sewers, drains or watermains located within the property lines of your "premises", caused directly by a "Named Peril".

(f) Property which, to your knowledge, has been vacant, unoccupied or shut down for more than 60 consecutive days. A building that is under construction, will not be considered vacant, unoccupied or shut down.

(g) Bridges, roadways, walkways, parking lots or other exterior paved surfaces;

(h) Property:
(i) Insured under the terms of any marine insurance; or
(ii) While waterborne, except while on a regular ferry or railway car transfer in connection with land transportation;

(i) Property after the time it leaves your custody if it is:
(i) Loaned, rented or leased to others; or
(ii) Sold by you under conditional sale, installment payment or other deferred payment plan.
This exclusion **(i)** does not apply while such property is in the custody of a carrier for hire for the purpose of delivery at your risk.

(j) Land, land value, water or groundwater. This exclusion **(j)** does not apply to packaged water products or water inside a storage tank that is used in your manufacturing or processing operations.

(k) Property:
(i) Illegally acquired, kept, stored or transported; or
(ii) Seized or confiscated for breach of any law or by order of any public authority.

(l) Property containing any polychlorinated biphenyls (also known as PCBs);

(m) Any:
(i) Pressure vessel, including its connected piping and equipment, which has normal internal working pressure greater than 103 kilopascals (15 pounds per square inch) above atmospheric pressure; or
(ii) Boiler, including its connected piping and equipment, which contains steam or water under steam pressure (except tanks having an internal diameter of 610 millimetres (24 inches) or less used for the storage of hot water for domestic use);
caused directly or indirectly by explosion, collapse, rupture, bursting, cracking, burning out or bulging of such property while connected and ready for use.
This exclusion **(m)** does not apply to:
(1) Manually portable gas cylinders;
(2) Explosion of natural, coal or manufactured gas; or
(3) Explosion of gas or unconsumed fuel within a furnace or within the gas passages from the furnace to the atmosphere;

(n) "Fine arts";

(o) "Crop inputs" or "crop outputs". This exclusion **(o)** does not apply to "crop inputs" that you hold for sale or that have been sold but not delivered.

2. Excluded Perils
SECTION I
We will not pay for loss or damage caused directly or indirectly:

(a) In whole or in part, by earthquake. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, except for loss or damage caused directly by resultant fire, explosion, smoke or leakage from "fire protective equipment", all as described and limited in the "Named Perils" definition in Section **G. DEFINITIONS**.
This exclusion **(a)** does not apply to Insured Property in transit;

(b) In whole or in part, by "flood". This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, except for loss or damage caused directly by resultant fire, explosion, smoke, leakage from "fire protective equipment", riot, vandalism or malicious acts, all as described and limited in the "Named Perils" definition in Section **G. DEFINITIONS**, and theft or attempted theft.
This exclusion **(b)** does not apply to Insured Property in transit or loss or damage caused directly by leakage from a watermain or "water container";

(c) **(i)** **(1)** By seepage, leakage or influx of water derived from natural sources through basement walls, doors, windows or other openings, foundations, basement floors, sidewalks or sidewalk lights;
(2) By water under the ground surface exerting pressure on any foundation or basement wall; or
(3) By the backing up or overflow of water from sewers, sumps, septic tanks or drains, wherever located,
unless concurrently and directly caused by a peril not otherwise excluded;
(ii) **(1)** By the entrance of rain, sleet or snow through doors, windows, skylights, roof drains or other similar wall or roof openings; or
(2) By the entrance of water or natural precipitation diffused over the surface of the roof or balcony,
unless through an aperture concurrently and directly caused by a peril not otherwise excluded;

(d) By centrifugal force, mechanical breakdown, electrical breakdown or derangement. This exclusion does not apply to loss or damage caused directly by a resultant peril not otherwise excluded;

(e) **(i)** By dampness or dryness of atmosphere;
(ii) By changes in or extremes of temperature, or by heating or freezing; or
(iii) By total or partial interruption to the supply of electricity, water, gas, oil or steam.
This exclusion **(e)** does not apply to:
(1) Loss or damage caused directly by rupture of pipes or breakage of apparatus not excluded in **(m)** of Section **B.1. Excluded Property**;
(2) Damage to pipes caused directly by freezing, unless such pipes are excluded in **(e)** and **(m)** of Section **B.1. Excluded Property**;
(3) Loss of or damage to Insured Property other than "stock" caused directly by a "Named Peril", theft or attempted theft; or
(4) Loss or damage caused directly by an accident to a transporting conveyance;

(f) **(i)** By shrinkage, evaporation, loss of weight, leakage of contents, exposure to light, or change in colour or texture or finish;
(ii) By contamination;
(iii) By marring, scratching or crushing.
This exclusion **(f)** does not apply to loss or damage caused directly by:
(1) "Named Perils";
(2) Rupture of pipes or breakage of apparatus not excluded in **(e)** and **(m)** of Section **B.1. Excluded Property**;
(3) Theft or attempted theft;
(4) An accident to a transporting conveyance;

(g) By smoke from agricultural smudging or industrial operations;

(h) By gnawing, nesting or infestation, or discharge or release of waste products or secretions, by animals, insects or birds. This exclusion **(h)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded;

(i) By delay, loss of market, or loss of use or occupancy;

(j) In whole or in part, by war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;

(k) **(i)** By any nuclear incident (as defined in the *Nuclear Liability and Compensation Act* (Canada) or any other nuclear liability act, law or statute, or any amending law) or nuclear explosion. This exclusion applies whether or not there are one or more causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, except loss or damage caused directly by resultant fire, lightning or explosion of natural, coal or manufactured gas, all as described in the "Named Perils" definition in Section **G. DEFINITIONS**;
(ii) By contamination by radioactive material. This exclusion applies whether or not there are one or more causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;

(l) **(i)** By any dishonest or criminal act committed by you or your agent, acting alone or in collusion with others;
(ii) By theft or attempted theft committed by any employee of yours, acting alone or in collusion with others;
(iii) By any dishonest or criminal act committed by anyone, except as stated in **(l) (ii)**, when you or your agent knew or ought to have known of the dishonest or criminal act prior to the loss or damage.
This exclusion **(l) (iii)** does not apply if, upon becoming aware of the dishonest or criminal act and prior to the loss or damage, you or your agent immediately notifies the police and us.
These exclusions **(l) (i)** and **(l) (iii)** above do not apply to a claim by an "innocent co-insured" for loss of or damage to property in which they have a legal interest, but only to the extent of their proportional interest in that property;

(m) By snowslide, landslide, subsidence or other earth movement. This exclusion does not apply to Business Contents, property in transit, or to loss or damage caused directly by resultant fire, explosion, smoke or leakage from "fire protective equipment", all as described in the "Named Perils" definition in Section **G. DEFINITIONS**;

(n) By explosion (except explosion of natural, coal, or manufactured gas), collapse, rupture, bursting, cracking, burning out or bulging of the following property owned, operated or controlled by you:
(i) The portions containing steam or water under steam pressure of all boilers generating steam, and piping or other equipment connected to such boilers and containing steam or water under steam pressure;
(ii) Piping and apparatus or their parts normally containing steam or water under steam pressure from an external source and while under such pressure;

(iii) Other vessels and apparatus and their connected pipes while under pressure, or while in use or in operation, provided their maximum normal internal working pressure exceeds 103 kilopascals (15 pounds per square inch) above atmospheric pressure, but this exclusion does not apply to loss or damage resulting directly from the explosion of manually portable gas cylinders or of tanks having an internal diameter of 610 millimetres (24 inches) or less used for the heating and storage of hot water for domestic use;

(iv) Moving or rotating machinery or its parts;

(v) Any vessels and apparatus and their connected pipes while undergoing pressure tests, but this exclusion does not apply to other Insured Property that has been damaged by such explosion;

(vi) Gas turbines.

This exclusion **(n)** does not apply to loss or damage caused by resultant fire;

(o) By settling, expansion, contraction, moving, shifting or cracking. This exclusion does not apply to Business Contents or to loss or damage caused directly and concurrently by a peril not otherwise excluded;

(p) Proximately or remotely, arising in consequence of or contributed to by the enforcement of any by-law, regulation, ordinance, building code, construction code or law regulating zoning or the demolition, use, repair or construction of buildings or structures, including the cost of removing any debris.
This exclusion **(p)** applies whether or not the building or structure has sustained direct physical loss or damage;

(q) By seizure or destruction of property by order of governmental authority. But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread;

(r) By artificially generated electric current, including electric arcing, that disturbs electrical devices, appliances or wires. But if loss or damage by fire or explosion results, we will pay for that resulting loss or damage;

(s) By rain, snow, ice or sleet to Business Contents in the open;

(t) By unauthorized instructions to transfer property to any person or to any place;

(u) **(i)** By wear and tear;

(ii) By rust, corrosion, oxidation or chemical reduction;

(iii) By gradual deterioration, wet or dry rot, hidden or latent defect or any quality in property that causes it to damage or destroy itself.

This exclusion **(u)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded;

(v) By faulty, improper or defective material, workmanship or design.
This exclusion **(v)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded.
We will not pay for any cost to correct or make good the faulty, improper or defective material, workmanship or design, or to tear down, tear out, repair or replace any property to correct the faulty, improper or defective material, workmanship or design;

(w) By unexplained loss, mysterious disappearance, or the shortage of Business Contents disclosed on taking inventory;

(x) By voluntary parting with any property by you or anyone entrusted with the property if induced to do so with the use or unauthorized use of any financial instrument, including any fraudulent, forged or altered credit card, debit card, "cash card", electronic currency (e-currency), bank draft, cheque, money order or counterfeit currency;

(y) To Business Contents while actually being worked upon and directly resulting from such work or caused by any repairing, adjusting or servicing of such property. This exclusion **(y)** does not apply to loss or damage caused directly by resultant fire or explosion.

SECTION II

(a) Pollution

We will not pay for:

(i) Loss or damage caused directly or indirectly by any actual or alleged spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants", or the cost or expense of any resulting clean up. This exclusion does not apply:

(1) If the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants" occurs during the policy period and is directly caused by a peril not otherwise excluded; or

(2) To loss or damage caused directly by a resultant peril not otherwise excluded;

(ii) The cost or expense for any testing, monitoring, evaluating or assessing of an actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants".

(b) Data

(i) We will not pay for loss or damage to "data".

(ii) We will not pay for loss or damage caused directly or indirectly by a "data problem". This exclusion **(b)(ii)** does not apply to loss or damage caused directly by resultant fire, explosion, smoke or leakage from “fire protective equipment”, all as described in the "Named Perils" definition in Section **G. DEFINITIONS**;

(c) Fungi and Spores

We will not pay for:

(i) Loss or damage consisting of or caused directly or indirectly, in whole or in part, by any "fungi" or "spores". This exclusion does not apply:

(1) If the "fungi" or "spores" are directly caused by a peril not otherwise excluded in this form that occurs during the policy period; or

(2) To loss or damage caused directly by a resultant peril not otherwise excluded in this form;

(ii) The cost or expense for any testing, monitoring, evaluating or assessing of "fungi" or "spores".

(d) Terrorism

This Coverage Form does not insure loss or damage caused directly or indirectly, in whole or in part, by "terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism". This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect.

(e) Communicable Disease

We will not pay for:

(i) Loss or damage caused directly or indirectly, in whole or in part, by a "communicable disease".

(ii) The cost or expense for any testing, monitoring, evaluating, assessing or clean-up of “communicable disease”.

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

(f) Cyber Loss

We will not pay for:

(i) Loss or damage caused directly or indirectly, in whole or in part, by "cyber loss"; or

(ii) The cost or expense caused directly or indirectly by any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any "data", including any amount pertaining to the value of such "data".

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. However, this exclusion does not apply to loss or damage caused directly by resultant fire or explosion.

C. LIMITATIONS

1. Cannabis

We will not pay for loss or damage to that quantity of cannabis or cannabis product that is in excess of any federal or applicable provincial or territorial legal limit.

2. Furs, Jewellery and Precious Stones

We will not pay more than the following limits for each group of property below, unless the loss or damage is caused by "Named Perils":

(a) $5,000 for furs, fur garments and garments trimmed with fur;

(b) $5,000 for jewels, jewellery, watches, pearls, precious stones or semi-precious stones. This limit does not apply to jewellery and watches worth $100 or less per item; or

(c) $2,500 for bullion, platinum and other precious metals or their alloys.

3. Glass

We will not pay for loss or damage to exterior glass or vitrolite or any lettering or ornamentation on either, unless the loss or damage is caused by "Named Perils".

D. AMOUNTS OF INSURANCE

The most we will pay for loss or damage in any one occurrence is the applicable Amount of Insurance shown in the Declarations or in any schedule or endorsement that is part of this Coverage Form.

E. DEDUCTIBLE

We are liable for the amount by which the loss or damage in any one occurrence caused by an insured peril exceeds the amount of the deductible shown in the Declarations.

F. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Common Policy And Property Conditions:

1. Co-insurance Clause

This clause applies separately to each item for which a co-insurance percentage is shown in the Declarations and only where the amount of loss or damage exceeds the lesser of 5% of the applicable amount of insurance or $25,000.

You will maintain insurance concurrent with this form on the Insured Property to the extent of at least the amount produced by multiplying the value of the property as determined in **2. Valuation Clause** below, by the co-insurance percentage shown in the Declarations. If you fail to do so, you will be entitled to recover only that portion of any loss that the amount of insurance in force at the time of loss bears to the amount of insurance required to be maintained by this clause.

2. Valuation Clause

We will determine the value of Insured Property as follows:

(a) Replacement Cost

At Replacement Cost (without deduction for depreciation) if the Valuation basis shown in the Declarations indicates Replacement Cost, except as provided in Paragraphs **(c)** through **(g)** below. If Replacement Cost is shown in the Declarations, Paragraph **(b) Actual Cash Value** below does not apply.

(i) You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim on a replacement cost basis if you notify us of your intent to do so within 180 days after the loss or damage.

(ii) We will not pay on a replacement cost basis for any loss or damage:

(1) Until the lost or damaged property is actually repaired or replaced; and

(2) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

(iii) We will not pay more for loss or damage on a replacement cost basis than the least of:

(1) The cost to replace, on the same "premises", the lost or damaged property with new property:

(a) Of comparable material and quality; and

(b) Used for the same purpose;

(2) The amount you actually spend that is necessary to repair or replace the lost or damaged property; or

(3) The amount of insurance applicable to the lost or damaged property.

If a building is rebuilt at a different site, the cost described in **(a)(iii)(1)** above is limited to the cost which would have been incurred had the building been rebuilt at the original “premises”.

(b) Actual Cash Value

At Actual Cash Value if the Valuation basis shown in the Declarations indicates Actual Cash Value. If Actual Cash Value is shown in the Declarations, Paragraphs **(a) Replacement Cost** and **(f)** in this **Valuation Clause** do not apply.

Actual cash value is determined as at the time and place of loss or damage to the Insured Property. We will not pay more for loss or damage on an actual cash value basis than the least of:

(i) The cost to repair or replace the lost or damaged property less any depreciation; or

(ii) The amount of insurance applicable to the lost or damaged property.

In determining depreciation, we will consider:

(1) The condition of the property immediately before the loss or damage;

(2) The resale value of the property immediately before the loss or damage;

(3) The normal life expectancy of the property; and

(4) Obsolescence.

(c) **(i)** On unsold "stock", Actual Cash Value plus the cost of your work (labour and materials) performed on the property;

(ii) On sold "stock", the selling price less discounts and expenses you otherwise would have incurred.

(d) The following property at actual cash value:

(i) Used or second-hand merchandise held in storage or for sale;

(ii) Surplus or obsolete property that is no longer used by you;

(iii) Property of others;

(iv) Manuscripts;

(e) On glass at the cost of replacement with safety glazing material if required by law.

(f) On tenants’ improvements and betterments at:

(i) The cost to replace if repaired or replaced with due diligence and dispatch on the same site, or if this is not possible, the cost of moving, temporary storage and restoration on another site.

(ii) The pro-rated original cost of such improvements and betterments for the balance of the lease term, if you do not repair or replace such improvements and betterments promptly. If your lease contains a renewal option, the expiration of the renewal option will be used for the preceding calculation instead of the expiration of the current lease term.

(iii) The cost to replace such improvements and betterments at this or another location, if the building owner exercises the cancellation clause in your lease because of a peril not otherwise excluded (even if your tenants’ improvements and betterments are not damaged or destroyed by such peril) and your interest in such improvements and betterments reverts to the building owner.

We are not liable for any loss of leasehold interest in tenants’ improvements resulting from you exercising an option to cancel the lease;

(g) On valuable papers and records including those which exist on electronic or magnetic media (other than prepackaged software programs), at the cost of:

(i) Blank materials for reproducing the records; and

(ii) Labour to transcribe or copy the records if duplicates exist.

3. Pairs, Sets or Parts

(a) In case of loss or damage to any part of a pair or set we may:

(i) Repair or replace any part to restore the pair or set to its value before the loss or damage; or

(ii) Pay the difference between the value of the pair or set before and after the loss or damage.

(b) In case of loss or damage to any part of Insured Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

4. Subrogation

(a) Upon making any payment or assuming liability for payment under this Coverage Form, we will be subrogated to all your rights of recovery against others and may bring action to enforce such rights. We will have the right to control such subrogation. Following loss or damage, you will not take any action that harms or prejudices your or our rights of recovery against others, nor will you do anything to impair those rights.

All rights of subrogation with respect to insurance provided by this Coverage Form are waived against:

(i) Any person or organization for whom insurance is provided by this Coverage Form; and

(ii) If the "premises" is a condominium building and you are a "condominium corporation":

(1) Your directors, property managers, agents and employees; and

(2) The owner of a "unit" and, if residents of the household of the owner of a "unit", his or her spouse, the relatives of either and any person under the age of 21 in the care of such owner or his or her spouse provided that you have waived your right of legal action against such persons prior to the loss. However, this waiver of subrogation does

not apply to intentional loss or damage caused by such persons to the common areas of the described "premises".

Independent contractors will not be considered to be your directors, property managers, agents or employees.

(b) Where the net amount recovered, after deducting the costs of recovery, is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount will be divided between you and us in the proportion in which the loss or damage has been borne by each party respectively.

(c) You may waive your rights of subrogation against another party:

(i) Prior to a loss under this Coverage Form; or

(ii) After a loss under this Coverage Form if that party is someone insured by this insurance, a business firm owned or controlled by you, a business firm that owns or controls you, or your tenant.

This will not affect your right to recover.

G. DEFINITIONS

1. **"Cash Cards"** means cards designed to store a cash value by electronic means as a mode of payment and without direct access to a bank or other account. "Cash cards" do not include electronic currency (e-currency).
2. **"Communicable Disease"**
   (a) Means any:
   (i) Virus;
   (ii) Bacterium; or
   (iii) Other microorganism;
   that induces or is capable of inducing physical distress, illness or disease.
   (b) Includes any fear or threat (whether actual or perceived) of such virus, bacterium or other microorganism.
3. **"Computer System"** includes the following (whether or not mobile or portable):
   (a) Computer, hardware or peripheral computer equipment;
   (b) Communication or control system;
   (c) Electronic machine, device or instrument;
   (d) Server, cloud or networking equipment;
   (e) Microcontroller or microprocessor;
   (f) Input, output, or data storage device; or
   (g) Software, applications, program, process or code;
   that is owned, leased, rented, operated or controlled by you or any other party.
4. **"Condominium Corporation"** means a corporation constituted under provincial or territorial legislation relating to condominiums or co-ownership by declaration. It refers to a strata corporation in British Columbia and to a syndicate in Quebec.
5. **"Crop Inputs"** means:
   (a) Seeds used for production in the cultivation of "grain", "produce" or "hay, straw, silage or feed";
   (b) Fertilizers and chemicals, including herbicides and pesticides; and
   (c) Packaging or silage bags for property described in Paragraphs **(a)** and **(b)** above.
6. **"Crop Outputs"** means "grain", "produce" or "hay, straw, silage or feed".
7. **"Cyber Act"** means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof, involving access to, processing of, use of or operation of, any "computer system".
8. **"Cyber Incident"** means any:
   (a) Error or omission or series of related errors or omissions involving access to, processing of, use of or operation of, any "computer system"; or
   (b) Partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate, any "computer system".
9. **"Cyber Loss"**
   (a) Means any "cyber act" or "cyber incident".
   (b) Includes any action taken or failure to be taken by you or anyone acting on your behalf in controlling, preventing, suppressing, mitigating or remediating any "cyber act" or "cyber incident".
10. **"Data"** means representations of information or concepts, in any form.
11. **"Data Problem"** means:
    (a) Erasure, destruction, corruption, misappropriation, misinterpretation of "data";
    (b) Error in creating, amending, entering, deleting or using "data"; or
    (c) Inability to receive, transmit or use "data".
12. **"Fine Arts"** means paintings, etchings, pictures, tapestries and other bona fide works of art (such as valuable rugs, statuary, marbles, bronzes, antique furniture, rare books, manuscripts, antique silver, porcelains, rare glass and bric-a-brac) or other articles of rarity, historical value or artistic merit.
13. **"Fire Protective Equipment"** includes tanks, watermains, hydrants, valves and any other apparatus whether used solely for fire protection or jointly for fire protection and for other purposes, but does not include:
    (a) Branch piping from a joint system where such branches are used entirely for purposes other than fire protection;
    (b) Any watermains or appurtenances located outside of the "premises" and forming a part of the public water distribution system; or

(c) Any pond or reservoir in which the water is impounded by a dam.

14. **"Flood"** means:
    (a) The breaking out or overflow of any natural or artificial body of water, waves, storm surge, seiche, tides, tidal wave or tsunami; or
    (b) The unusual and rapid accumulation, overflow or runoff of water or natural precipitation temporarily diffused over the surface of the ground.
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. **"Grain"** means whole threshed grain, seeds grown for sale, peas, lentils and beans.
17. **"Hay, Straw, Silage or Feed"** means:
    (a) Stacked or baled hay or straw;
    (b) Silage or feed;
    (c) Commercial feed supplements; or
    (d) Concentrates or processed grains;
    all for livestock consumption.
18. **"Innocent Co-insured"** means any Insured who is a natural person and who has not abetted, colluded or consented to any dishonest or criminal act which resulted in loss or damage.
19. **"Livestock"** means any breed or population of animal kept for a useful or commercial purpose. These uses include the production of meat, dairy products, eggs and clothing materials.
20. **"Named Perils"** means the following perils:
    (a) Fire or Lightning
    (b) Explosion: Except with respect to the explosion of natural, coal or manufactured gas, there shall in no event be any liability for loss or damage caused by explosion, collapse, rupture, bursting, cracking, burning out or bulging of the following property owned, operated or controlled by you:
        (i) **(1)** The portions containing steam or water under steam pressure of all boilers generating steam, and piping or other equipment connected to such boilers and containing steam or water under steam pressure;
        (2) Piping and apparatus or their parts normally containing steam or water under steam pressure from an external source and while under such pressure;
        (3) The combustion chambers or fire boxes of steam generating boilers of the chemical recovery type and the flues or passages which conduct the gases of combustion from them;
        (4) Smelt dissolving tanks;
        (ii) Other vessels and apparatus and their connected pipes while under pressure, or while in use or in operation, provided their maximum normal internal working pressure exceeds 103 kilopascals (15 pounds per square inch) above atmospheric pressure, except that liability is specifically assumed for loss or damage resulting from the explosion of manually portable gas cylinders;
        (iii) Moving or rotating machinery or parts of same when such loss or damage is caused by centrifugal force or mechanical breakdown;
        (iv) Any vessels and apparatus and their connected pipes while undergoing pressure tests, but this exclusion does not apply to other Insured Property that has been damaged by such explosion;
        (v) Gas turbines.
        The following are not explosions within the intent or meaning of this paragraph **(b)**:
        (1) Electric arcing or any coincident rupture of electrical equipment due to such arcing;
        (2) Bursting or rupture caused by hydrostatic pressure or freezing;
        (3) Bursting or rupture of any safety disc, rupture diaphragm or fusible plug.
    (c) Impact by Aircraft, Spacecraft or Land Vehicle: Aircraft and spacecraft include articles dropped from them.
        There shall in no event be any liability for cumulative damage or for loss or damage:
        (i) Caused by land vehicles belonging to you or under your control or under the control of any of your employees;
        (ii) To aircraft, spacecraft or land vehicles causing the loss;
        (iii) Caused by any aircraft or spacecraft when being taxied or moved inside or outside of a building.
    (d) Riot, Vandalism or Malicious Acts: Riot includes open assemblies of strikers inside or outside the "premises" who have quit work, and of locked-out employees.
        There shall in no event be any liability for loss or damage due to:
        (i) Cessation of work or by interruption to process or business operations or by change in temperature;
        (ii) "Flood" or release of water impounded by a dam, or due to any explosion other than an explosion in respect of which there is insurance under Paragraph **(b)** of this "Named Perils" definition;
        (iii) Theft or attempted theft.
    (e) Smoke means smoke due to a sudden, unusual and faulty operation of any stationary furnace. There shall in no event be any liability for any cumulative damage.
    (f) Leakage From "Fire Protective Equipment" means:
        (i) The leakage or discharge of water or other substances from;
        (ii) The collapse of; or
        (iii) The rupture due to freezing of;
        "fire protective equipment" for the "premises".

(g) Windstorm or Hail:
There shall in no event be any liability for loss or damage:
(i) To the interior of the Building or to Business Contents unless damage occurs concurrently with and results from an aperture caused by windstorm or hail;
(ii) Directly or indirectly caused by any of the following, whether driven by wind or due to windstorm or not: snow-load, ice-load, tidal wave, high water, overflow, "flood", waterborne objects, waves, ice, land subsidence, landslip.

(h) Falling Objects: Falling objects does not include loss or damage to the interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.

(i) Weight of Snow, Ice or Sleet

(j) Specified Water Damage means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam not excluded by Excluded Peril **(n)**.

21. **"Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including odour, vapour, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
22. **"Premises"** means the entire area within the property lines and areas under adjoining sidewalks and driveways at each location shown in the Declarations, or in the open (or in or on a vehicle) within 100 metres of such location.
23. **"Produce"** means agricultural products of the soil, including fruits and vegetables.
24. **"Spores"** includes one or more reproductive particles or microscopic fragments produced by, emitted from or arising out of any “fungi”.
25. **"Stock"** means merchandise held in storage for sale, raw materials and in-process or finished goods, including supplies and packing, wrapping, shipping or advertising materials.
26. **"Terrorism"** means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group, organization or government for the purpose of influencing any government or instilling fear in the public or a section of the public.
27. **"Unit"** means the unit as defined in the declaration, description or bylaws of the "condominium corporation" or provincial or territorial legislation relating to condominiums or divided co-ownerships. It refers to a strata lot in British Columbia and to a private portion in Quebec.
28. **"Water Container"** means
(a) Your piping system, process equipment or tank; or
(b) Any other device or apparatus,
at the "premises" used for containing, heating, chilling, or dispensing water or ice. "Water container" does not include any:
(i) Watermain located beyond the bearing walls or foundations of the "premises";
(ii) Sewer, sump or septic system;
(iii) Drain;
(iv) Penstock, raceway, sluice, flume, reservoir or dam; or
(v) Water treatment plant or sewage treatment plant,
or any part thereof.

TOOL COVERAGE FORM (Broad Form)

Words and phrases in quotation marks have special meaning as defined in **G. DEFINITIONS**.

Whenever the following words are used in this Coverage Form, they will be specifically defined as follows:

You and **your** means the **Named Insured.**

We, us and **our** means **The Wawanesa Mutual Insurance Company**.

A. INSURED PROPERTY AND PERILS

We will pay for direct physical loss or damage to Insured Property caused by or resulting from a peril not otherwise excluded.

1. Insured Property

This form insures tools used in your business, including attachments and accessories to such property, which are:

(a) Owned by you; or

(b) Leased, rented or borrowed from others while in your care, custody or control and for which you are legally liable.

The Declarations will indicate whether the Insured Property is:

(1) Scheduled Tools. Scheduled tools will be specifically listed in the Declarations.

(2) Unscheduled Tools.

2. Insured Perils

Except as otherwise provided, this Coverage Form insures against all risks of direct physical loss of or damage to Insured Property.

B. EXCLUDED PROPERTY AND PERILS

1. Excluded Property

We will not insure loss of or damage to:

(a) Property illegally acquired, kept, stored or transported; or

(b) Property that belongs to your employee.

2. Excluded Perils

SECTION I

We will not pay for loss or damage caused directly or indirectly:

(a) By centrifugal force, mechanical breakdown, electrical breakdown or derangement.

This exclusion **(a)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded.

(b) **(i)** By dampness or dryness of atmosphere;

(ii) By changes in or extremes of temperature, or by heating or freezing;

(iii) By marring or scratching; or

(iv) By gnawing, nesting or infestation, or discharge or release of waste products or secretions, by animals, insects or birds.

This exclusion **(b)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded.

(c) By delay, loss of use or loss of market.

(d) In whole or in part, by war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

(e) **(i)** By any nuclear incident (as defined in the *Nuclear Liability And Compensation Act* (Canada) or any other nuclear liability act, law or statute, or any amending law) or nuclear explosion. This exclusion applies whether or not there are one or more causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, except loss or damage caused directly by resultant fire, lightning or explosion of natural, coal or manufactured gas;

(ii) By contamination by radioactive material. This exclusion applies whether or not there are one or more causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

(f) **(i)** By any dishonest or criminal act committed by you or your agent, acting alone or in collusion with others;

(ii) By theft or attempted theft committed by any employee of yours, acting alone or in collusion with others;

(iii) By any dishonest or criminal act committed by anyone, except as stated in **(f)(ii)**, when you or your agent knew or ought to have known of the dishonest or criminal act prior to the loss or damage.

This exclusion **(f)(iii)** does not apply if, upon becoming aware of the dishonest or criminal act and prior to the loss or damage, you or your agent immediately notifies the police and us.

These exclusions **(f)(i)** and **(f)(iii)** above do not apply to a claim by an "innocent co-insured" for loss of or damage to property in which they have a legal interest, but only to the extent of their proportional interest in that property.

(g) By seizure or destruction of property by order of governmental authority. But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread.

(h) By artificially generated electric current, including electric arcing, that disturbs electrical devices, appliances or wires.

But if loss or damage by fire or explosion results, we will pay for that resulting loss or damage.

(i) By wear and tear, any quality in the property that causes it to damage or destroy itself, hidden or latent defect, gradual deterioration, rust or corrosion.

This exclusion **(i)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded.

(j) By faulty, improper or defective material, workmanship or design.

This exclusion **(j)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded.

(k) By unexplained loss, mysterious disappearance or the shortage of property disclosed on taking inventory.

(l) By processing or work upon property. But if loss or damage by fire or explosion results, we will pay for that resulting loss or damage.

SECTION II

(a) Pollution

We will not pay for loss or damage caused directly or indirectly by the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants". This exclusion does not apply to loss or damage caused directly by a resultant peril not otherwise excluded.

(b) Terrorism

This Coverage Form does not insure loss or damage caused directly or indirectly, in whole or in part, by "terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism". This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect.

(c) Communicable Disease

We will not pay for:

(i) Loss or damage caused directly or indirectly, in whole or in part, by a "communicable disease".

(ii) The cost or expense for any testing, monitoring, evaluating, assessing or clean-up of “communicable disease”.

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

(d) Cyber Loss

We will not pay for:

(i) Loss or damage caused directly or indirectly, in whole or in part, by "cyber loss"; or

(ii) The cost or expense caused directly or indirectly by any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any "data", including any amount pertaining to the value of such "data".

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. However, this exclusion does not apply to loss or damage caused directly by resultant fire or explosion.

C. ADDITIONAL COVERAGES

1. Preservation of Property

If you give us written notice within 10 days of removal of your Insured Property because of imminent danger of loss or damage by an insured peril, we will pay for direct loss or damage by an insured peril while such property is temporarily at a safe place or while being taken to or returned from such place.

The Amount of Insurance applicable to this Preservation of Property Additional Coverage is included in and does not increase the Amount of Insurance for the Insured Property.

2. Newly Acquired Property

You may extend the insurance that applies to Insured Property to apply to new items of property of a type already covered by this Coverage Form. Insurance under this Additional Coverage will end when any one of the following first occurs:

(a) The policy expires;

(b) 30 days after you acquire the property; or

(c) You report the values to us.

We will charge you additional premium for values reported from the date you acquire the item of property.

The Amount of Insurance for this Additional Coverage is shown in the Declarations. This Additional Coverage is additional insurance that applies in addition to the applicable Amount of Insurance.

Paragraph **1. Coinsurance** in **F. ADDITIONAL CONDITIONS** does not apply to this Additional Coverage.

D. AMOUNTS OF INSURANCE

The most we will pay for loss or damage in any one occurrence is the applicable Amount of Insurance shown in the Declarations or in any schedule or endorsement that is part of this Coverage Form.

1. If Insured Property is Scheduled Tools, an Amount of Insurance is listed in the Declarations for each scheduled item.

2. If Insured Property is Unscheduled Tools:

(a) The Occurrence Amount of Insurance is the most we will pay for loss or damage to all separate items or sets of items of Insured Property in any one occurrence, no matter how many items or sets of items are involved; and

(b) The Any One Item or Set of Items Amount of Insurance is the most we will pay for loss or damage to any single item or set of items in any one occurrence.

E. DEDUCTIBLE

1. We are not liable for covered loss or damage in any one occurrence until the amount of such loss or damage exceeds the amount of the deductible shown in the Declarations.

2. If more than one deductible applies to loss or damage in any one occurrence, only the highest of any such deductibles will apply.

F. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Common Policy and Property Conditions:

1. Coinsurance

This clause applies separately to each item for which a co-insurance percentage is specified in the Declarations and only where the amount of loss or damage exceeds the lesser of 2% of the applicable amount of insurance or $5,000.

You will maintain insurance concurrent with this form on the Insured Property to the extent of at least the amount produced by multiplying the value of the property as determined in **2.** Valuation Clause below, by the co-insurance percentage specified in the Declarations. If you fail to do so, you will be entitled to recover only that portion of any loss that the amount of insurance in force at the time of loss bears to the amount of insurance required to be maintained by this clause.

2. Valuation

We will determine the value of Insured Property as follows:

(a) Replacement Cost for Certain Items Newly Purchased by You Within 60 Months

(i) At Replacement Cost (without deduction for depreciation) if the Valuation basis shown in the Declarations indicates Replacement Cost for Certain Items Newly Purchased by You Within 60 Months. If such Valuation basis is shown in the Declarations, Replacement Cost applies to Insured Property:

(1) Of which you are the original purchaser (exclusive of the selling dealer); and

(2) To which the covered loss or damage occurred within 60 months of the date such property was first delivered to you; or

(3) That is rented or leased to you, but only if you are responsible for replacement cost under the terms of the rental or lease agreement.

If Replacement Cost applies, Paragraph **(b) Actual Cash Value** below does not apply.

Replacement Cost does not apply to:

(4) Betterments resulting from the repair or replacement of Insured Property that has prior unrepaired damage; or

(5) Any increase in loss resulting from the enforcement of any restriction or prohibition in any regulation, ordinance or law.

(ii) You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim on a replacement cost basis if you notify us of your intent to do so within 180 days after the loss or damage.

(iii) We will not pay on a replacement cost basis for any loss or damage:

(1) Until the lost or damaged property is actually repaired or replaced; and

(2) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

(iv) We will not pay more for loss or damage on a replacement cost basis than the least of:

(1) The cost to replace the lost or damaged property with new property:

(a) Of comparable material and quality; and

(b) Used for the same purpose;

(2) The amount you actually spend that is necessary to repair or replace the lost or damaged property; or

(3) The amount of insurance applicable to the lost or damaged property.

(b) Actual Cash Value

At Actual Cash Value if the Valuation basis shown in the Declarations indicates Actual Cash Value. If Actual Cash Value is shown in the Declarations, Paragraph **(a) Replacement Cost for Certain Items Newly Purchased by You Within 60 Months** in this **Valuation Clause** does not apply.

Actual cash value is determined as at the time and place of loss or damage to the Insured Property. We will not pay more for loss or damage on an actual cash value basis than the least of:

(i) The cost to repair or replace the lost or damaged property less any depreciation; or

(ii) The amount of insurance applicable to the lost or damaged property.

In determining depreciation, we will consider:

(1) The condition of the property immediately before the loss or damage;

(2) The resale value of the property immediately before the loss or damage;

(3) The normal life expectancy of the property; and

(4) Obsolescence.

G. DEFINITIONS

1. "Communicable Disease"

(a) Means any:

(i) Virus;

(ii) Bacterium; or

(iii) Other microorganism;

that induces or is capable of inducing physical distress, illness or disease.

(b) Includes any fear or threat (whether actual or perceived) of such virus, bacterium or other microorganism.

2. "Computer System" includes the following (whether or not mobile or portable):

(a) Computer, hardware or peripheral computer equipment;

(b) Communication or control system;

(c) Electronic machine, device or instrument;

(d) Server, cloud or networking equipment;

(e) Microcontroller or microprocessor;

(f) Input, output, or data storage device; or

(g) Software, applications, program, process or code;

that is owned, leased, rented, operated or controlled by you or any other party.

3. "Cyber Act" means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof, involving access to, processing of, use of or operation of, any "computer system".

4. "Cyber Incident" means any:

(a) Error or omission or series of related errors or omissions involving access to, processing of, use of or operation of, any "computer system"; or

(b) Partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate, any "computer system".

5. **"Cyber Loss"**

   (a) Means any "cyber act" or "cyber incident".

   (b) Includes any action taken or failure to be taken by you or anyone acting on your behalf in controlling, preventing, suppressing, mitigating or remediating any "cyber act" or "cyber incident".

6. **"Data"** means representations of information or concepts, in any form.

7. **"Innocent Co-insured"** means any Insured who is a natural person and who has not abetted, colluded or consented to any dishonest or criminal act which resulted in loss or damage.

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

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

INSTALLATION COVERAGE FORM

Words and phrases in quotation marks have special meaning as defined in **G**. **DEFINITIONS**.

Whenever the following words are used in this Coverage Form, they will be specifically defined as follows:

You and **your** means the **Named Insured.**

We, us and **our** means **The Wawanesa Mutual Insurance Company**.

A. INSURED PROPERTY AND PERILS

We will pay for direct physical loss or damage to Insured Property caused by or resulting from a peril not otherwise excluded.

1. Insured Property

Insured Property, as used in this Coverage Form, means:

(a) Your materials, equipment and supplies intended to enter into and form part of the installation, that are:

(i) On the "job site", while awaiting and during installation and testing;

(ii) In transit to the "job site" or any other temporary storage site, including loading and unloading; or

(iii) In storage at any other location, but not while:

(1) Being manufactured; or

(2) Undergoing any process.

(b) Similar property of others in your care, custody or control.

(c) Temporary buildings and other structures built or assembled at the "job site", including cribbing, scaffolding, falsework, hoardings, excavation and construction forms and other similar property, but only to the extent that their replacement or restoration is necessary to complete the installation.

2. Insured Perils

Except as otherwise provided, this Coverage Form insures against all risks of direct physical loss of or damage to Insured Property.

B. EXCLUDED PROPERTY AND PERILS

1. Excluded Property

We will not insure loss of or damage to:

(a) Property otherwise specifically insured;

(b) Contractors' machinery, tools or equipment, except as provided under Paragraph **(c)** of **A.1. Insured Property**;

(c) Property:

(i) Illegally acquired, kept, stored or transported; or

(ii) Seized or confiscated for breach of any law or by order of any public authority;

(d) Property:

(i) Insured under the terms of any marine insurance; or

(ii) While waterborne, except while on a regular ferry or railway car transfer in connection with land transportation;

(e) Property while airborne;

(f) Automobiles, trailers, watercraft, amphibious or air cushion vehicles, aircraft, spacecraft, motors, including equipment and accessories attached to or mounted onto all such property;

(g) Land, land value, water or groundwater;

(h) Money, "cash cards", electronic currency (e-currency), bullion, platinum and other precious metals or their alloys, notes, securities, bank notes, stamps, tickets (except lottery tickets held for sale), tokens, bills, or evidence of debt or title; or

(i) Property while in or on any premises you own or lease.

2. Excluded Perils

SECTION I

We will not pay for loss or damage caused directly or indirectly:

(a) By centrifugal force, mechanical breakdown, electrical breakdown or derangement. This exclusion **(a)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded;

(b) **(i)** By frost or freezing; or

(ii) By total or partial interruption to the supply of electricity, water, gas, oil or steam.

This exclusion **(b)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded;

(c) By marring, scratching or crushing of glass. This exclusion **(c)** does not apply to loss or damage caused directly by:

(i) "Named Perils";

(ii) Rupture of pipes or breakage of apparatus;

(iii) Theft or attempted theft;

(iv) An accident to a transporting conveyance;

(d) By gnawing, nesting or infestation, or discharge or release of waste products or secretions, by animals, insects or birds.

This exclusion **(d)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded;

(e) By delay, loss of market, or loss of use or occupancy;

(f) In whole or in part, by war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;

(g) **(i)** By any nuclear incident (as defined in the *Nuclear Liability And Compensation Act* (Canada) or any other nuclear liability act, law or statute, or any amending law) or nuclear explosion. This exclusion applies whether or not there are one or more causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, except loss or damage caused directly by resultant fire, lightning or explosion of natural, coal or manufactured gas, all as described in the "Named Perils" definition in Section **G. DEFINITIONS**;

(ii) By contamination by radioactive material. This exclusion applies whether or not there are one or more causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;

(h) **(i)** By any dishonest or criminal act committed by you or your agent, acting alone or in collusion with others;

(ii) By theft or attempted theft committed by any employee of yours, acting alone or in collusion with others;

(iii) By any dishonest or criminal act committed by anyone, except as stated in **(h)(ii),** when you or your agent knew or ought to have known of the dishonest or criminal act prior to the loss or damage.

This exclusion **(h)(iii)** does not apply if, upon becoming aware of the dishonest or criminal act and prior to the loss or damage, you or your agent immediately notifies the police and us.

These exclusions **(h)(i)** and **(h)(iii)** above do not apply to a claim by an "innocent co-insured" for loss of or damage to property in which they have a legal interest, but only to the extent of their proportional interest in that property;

(i) By snowslide, landslide, subsidence or other earth movement, unless occurring concurrently with and directly resulting from an earthquake shock or other natural or man-made earth movement including those resulting from mining or fracking operations. This exclusion does not apply to Insured Property in transit, or to loss or damage caused directly by resultant fire, explosion, smoke or leakage from "fire protective equipment", all as described in the "Named Perils" definition in Section **G. DEFINITIONS**;

(j) Proximately or remotely, arising in consequence of or contributed to by the enforcement of any by-law, regulation, ordinance, building code, construction code or law regulating zoning or the demolition, use, repair or construction of buildings or structures, including the cost of removing any debris.

This exclusion **(j)** applies whether or not the building or structure has sustained direct physical loss or damage;

(k) By seizure or destruction of property by order of governmental authority. But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread;

(l) By artificially generated electric current, including electric arcing, that disturbs electrical devices, appliances or wires. But if loss or damage by fire or explosion results, we will pay for that resulting loss or damage;

(m) By rain, snow, ice or sleet to property in the open;

(n) By unauthorized instructions to transfer property to any person or to any place;

(o) **(i)** By wear and tear;

(ii) By rust, corrosion, oxidation or chemical reduction;

(iii) By gradual deterioration, wet or dry rot, hidden or latent defect or any quality in property that causes it to damage or destroy itself.

This exclusion **(o)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded;

(p) By faulty, improper or defective material, workmanship or design.

This exclusion **(p)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded.

We will not pay for any cost to correct or make good the faulty, improper or defective material, workmanship or design, or to tear down, tear out, repair or replace any property to correct the faulty, improper or defective material, workmanship or design;

(q) By unexplained loss, mysterious disappearance, or the shortage of property disclosed on taking inventory;

(r) By voluntary parting with any property by you or anyone entrusted with the property if induced to do so with the use or unauthorized use of any financial instrument, including any fraudulent, forged or altered credit card, debit card, "cash card", electronic currency (e-currency), bank draft, cheque, money order or counterfeit currency.

SECTION II

(a) Pollution

We will not pay for:

(i) Loss or damage caused directly or indirectly by any actual or alleged spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants", or the cost or expense of any resulting clean up. This exclusion does not apply:

(1) If the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants" occurs during the policy period and is directly caused by a peril not otherwise excluded; or

(2) To loss or damage caused directly by a resultant peril not otherwise excluded;

(ii) The cost or expense for any testing, monitoring, evaluating or assessing of an actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants".

(b) Data

(i) We will not pay for loss or damage to "data". This exclusion **(b)(i)** does not apply to the extent coverage is provided under the Valuable Papers and Records Additional Coverage.

(ii) We will not pay for loss or damage caused directly or indirectly by a "data problem". This exclusion **(b)(ii)** does not apply to loss or damage caused directly by resultant fire, explosion, smoke or leakage from "fire protective equipment", all as described in the "Named Perils" definition in Section **G. DEFINITIONS**.

(c) Fungi and Spores

We will not pay for:

(i) Loss or damage consisting of or caused directly or indirectly, in whole or in part, by any "fungi" or "spores". This exclusion does not apply:

(1) If the "fungi" or "spores" are directly caused by a peril not otherwise excluded in this form that occurs during the policy period; or

(2) To loss or damage caused directly by a resultant peril not otherwise excluded in this form;

(ii) The cost or expense for any testing, monitoring, evaluating or assessing of "fungi" or "spores".

(d) Terrorism

This Coverage Form does not insure loss or damage caused directly or indirectly, in whole or in part, by "terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism". This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect.

(e) Penalties or Liquidated Damages

We will not pay for:

(i) Penalties or liquidated damages for non-completion of or delay in completion of contract or non-compliance with contract conditions; or

(ii) Costs incurred solely in an effort to eliminate or reduce such penalties or liquidated damages.

(f) Communicable Disease

We will not pay for:

(i) Loss or damage caused directly or indirectly, in whole or in part, by a "communicable disease".

(ii) The cost or expense for any testing, monitoring, evaluating, assessing or clean-up of “communicable disease”.

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

(g) Cyber Loss

We will not pay for:

(i) Loss or damage caused directly or indirectly, in whole or in part, by "cyber loss"; or

(ii) The cost or expense caused directly or indirectly by any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any "data", including any amount pertaining to the value of such "data".

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. However, this exclusion does not apply to loss or damage caused directly by resultant fire or explosion.

C. ADDITIONAL COVERAGES

1. Debris Removal

We will pay your expense to remove debris of Insured Property caused by or resulting from an insured peril that occurs during the policy period.

We will also pay your expense to remove debris of other property that has been blown upon the "job site" by windstorm that occurs during the policy period.

This Additional Coverage does not apply to costs to:

(a) Extract "pollutants" from land or water; or

(b) Remove, restore or replace polluted land or water.

If the sum of direct physical loss or damage and debris removal expense exceeds the applicable Amount of Insurance, we will pay up to $5,000 for each "job site".

2. Preservation of Property

If you give us written notice within 10 days of removal of your Insured Property because of imminent danger of loss or damage by an insured peril, we will pay for direct loss or damage by an insured peril while such property is temporarily at a safe place away from the "job site" or while being taken to or returned from such place.

The Amount of Insurance applicable to this Preservation of Property Additional Coverage is included in and does not increase the Amount of Insurance for the Insured Property.

3. Fire Department Service Charge

When the fire department is called to save or protect Insured Property from an insured peril, we will pay your liability for fire department service charges:

(a) Assumed by contract or agreement prior to loss; or

(b) Required by local ordinance.

The most we will pay under this Additional Coverage is $1,000. This Additional Coverage is additional insurance that applies in addition to the applicable Amount of Insurance.

No Deductible applies to this Additional Coverage.

4. Pollutant Clean Up and Removal

We will pay your expense to extract "pollutants" from land or water at the "job site" if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from an insured peril that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which an insured peril occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The Amount of Insurance for this Additional Coverage is $10,000. Such Amount of Insurance is the most we will pay for the sum of all covered expenses at each "job site" in the policy period. This Additional Coverage is additional insurance that applies in addition to the applicable Amount of Insurance.

5. Valuable Papers and Records

(a) You may extend the insurance that applies to Insured Property to apply to your "valuable papers and records" that are at the "job site".

(b) We will also pay your costs to research, replace or restore the lost information on "valuable papers and records" for which duplicates do not exist and that result from direct physical loss or damage by an insured peril to the "valuable papers and records" described in Paragraph **(a)** above.

The most we will pay under this Additional Coverage is $10,000 for each "job site". This Additional Coverage is additional insurance that applies in addition to the applicable Amount of Insurance.

D. AMOUNTS OF INSURANCE

The most we will pay for loss or damage in any one occurrence is the applicable Amount of Insurance shown in the Declarations or in any schedule or endorsement that is part of this Coverage Form.

E. DEDUCTIBLE

We are liable for the amount by which the loss or damage in any one occurrence caused by an insured peril exceeds the amount of the deductible shown in the Declarations.

F. ADDITIONAL CONDITIONS

The following conditions apply in addition to Common Policy And Property Conditions:

1. Valuation Clause

We will determine the value of:

(a) Insured Property at Replacement Cost (without deduction for depreciation).

(i) You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim on a replacement cost basis if you notify us of your intent to do so within 180 days after the loss or damage.

(ii) We will not pay on a replacement cost basis for any loss or damage:

(1) Until the lost or damaged property is actually repaired or replaced; and

(2) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

(iii) We will not pay more for loss or damage on a replacement cost basis than the least of:

(1) The cost to replace, on the same "job site", the lost or damaged property with new property:

(a) Of comparable material and quality; and

(b) Used for the same purpose;

(2) The amount you actually spend that is necessary to repair or replace the lost or damaged property; or

(3) The amount of insurance applicable to the lost or damaged property.

Under Paragraphs **(iii)(1)** and **(iii)(2)** above, the cost to repair or replace the lost or damaged property includes:

(a) Necessary and reasonable professional fees;

(b) Reasonable contractors' and sub-contractors' overhead and profit; and

(c) Labour and delivery charges.

(b) Insured Property at Actual Cash Value, if we cannot pay on a Replacement Cost basis:

Actual cash value is determined as at the time and place of loss or damage to the Insured Property. We will not pay more for loss or damage on an actual cash value basis than the least of:

(i) The cost to repair or replace the lost or damaged property less any depreciation; or

(ii) The amount of insurance applicable to the lost or damaged property.

In determining depreciation, we will consider:

(1) The condition of the property immediately before the loss or damage;

(2) The resale value of the property immediately before the loss or damage;

(3) The normal life expectancy of the property; and

(4) Obsolescence.

This condition does not apply to any increase in the cost of replacement occasioned by a restriction or prohibition in any by-law, regulation, ordinance or law.

(c) "Valuable papers and records" including those which exist on electronic or magnetic media (other than prepackaged software programs), at the cost of:

(i) Blank materials for reproducing the records; and

(ii) Labour to transcribe or copy the records if duplicates exist.

However, this provision does not apply to the extent coverage is provided under the Valuable Papers and Records Additional Coverage.

2. Subrogation

Upon making any payment or assuming liability for payment under this Coverage Form, we will be subrogated to all your rights of recovery against others and may bring action to enforce such rights. We will have the right to control such subrogation. However, all our rights of subrogation are waived against any person or organization with respect to whom insurance is provided by this Coverage Form.

Where the net amount recovered, after deducting the costs of recovery, is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount shall be divided between you and us in the proportion in which the loss or damage has been borne by each party respectively.

Any release from liability entered into by you prior to loss will not affect your right to recover.

3. Cessation of Coverage

The insurance provided by this Coverage Form will end when one of the following first occurs:

(a) When the "job site" is left unattended for more than 30 consecutive days or when construction activity has ceased for more than 30 consecutive days;

(b) This policy expires;

(c) When the Insured Project described in the Declarations is accepted by the purchaser; or

(d) When your interest in the such project ceases.

G. DEFINITIONS

1. **"Cash Cards"** means cards designed to store a cash value by electronic means as a mode of payment and without direct access to a bank or other account. "Cash cards" do not include electronic currency (e-currency).

2. **"Communicable Disease"**

(a) Means any:

(i) Virus;

(ii) Bacterium; or

(iii) Other microorganism;

that induces or is capable of inducing physical distress, illness or disease.

(b) Includes any fear or threat (whether actual or perceived) of such virus, bacterium or other microorganism.

3. **"Computer System"** includes the following (whether or not mobile or portable):

(a) Computer, hardware or peripheral computer equipment;

(b) Communication or control system;

(c) Electronic machine, device or instrument;

(d) Server, cloud or networking equipment;

(e) Microcontroller or microprocessor;

(f) Input, output, or data storage device; or

(g) Software, applications, program, process or code;

that is owned, leased, rented, operated or controlled by you or any other party.

4. **"Cyber Act"** means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof, involving access to, processing of, use of or operation of, any "computer system".

5. **"Cyber Incident"** means any:

   (a) Error or omission or series of related errors or omissions involving access to, processing of, use of or operation of, any "computer system"; or

   (b) Partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate, any "computer system".

6. **"Cyber Loss"**

   (a) Means any "cyber act" or "cyber incident".

   (b) Includes any action taken or failure to be taken by you or anyone acting on your behalf in controlling, preventing, suppressing, mitigating or remediating any "cyber act" or "cyber incident".

7. **"Data"** means representations of information or concepts, in any form.

8. **"Data Problem"** means:

   (a) Erasure, destruction, corruption, misappropriation, misinterpretation of "data";

   (b) Error in creating, amending, entering, deleting or using "data"; or

   (c) Inability to receive, transmit or use "data".

9. **"Fire Protective Equipment"** includes tanks, watermains, hydrants, valves and any other apparatus whether used solely for fire protection or jointly for fire protection and for other purposes, but does not include:

   (a) Branch piping from a joint system where such branches are used entirely for purposes other than fire protection;

   (b) Any watermains or appurtenances located outside of the "job site" and forming a part of the public water distribution system; or

   (c) Any pond or reservoir in which the water is impounded by a dam.

10. **"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.

11. **"Innocent co-insured"** means any Insured who is a natural person and who has not abetted, colluded or consented to any dishonest or criminal act which resulted in loss or damage.

12. **"Job site"**:

    (a) Means all land and premises used for the purpose of the installation insured by this Coverage Form;

    (b) Includes the following sites where work for such project is performed:

       (i) Any staging area, lay down area, storage area, parking area or office area; or

       (ii) Any similar area used solely for such project;

       that is under your control.

13. **"Money"** means currency and coins in current use and having a face value.

14. **"Named Perils"** means the following perils:

    (a) Fire or Lightning

(b) Explosion: Except with respect to the explosion of natural, coal or manufactured gas, there shall in no event be any liability for loss or damage caused by explosion, collapse, rupture, bursting, cracking, burning out or bulging of the following property owned, operated or controlled by you:

(i) **(1)** The portions containing steam or water under steam pressure of all boilers generating steam, and piping or other equipment connected to such boilers and containing steam or water under steam pressure;

(2) Piping and apparatus or their parts normally containing steam or water under steam pressure from an external source and while under such pressure;

(3) The combustion chambers or fire boxes of steam generating boilers of the chemical recovery type and the flues or passages which conduct the gases of combustion from them;

(4) Smelt dissolving tanks;

(ii) Other vessels and apparatus and their connected pipes while under pressure, or while in use or in operation, provided their maximum normal internal working pressure exceeds 103 kilopascals (15 pounds per square inch) above atmospheric pressure, except that liability is specifically assumed for loss or damage resulting from the explosion of manually portable gas cylinders;

(iii) Moving or rotating machinery or parts of same when such loss or damage is caused by centrifugal force or mechanical breakdown;

(iv) Any vessels and apparatus and their connected pipes while undergoing pressure tests, but this exclusion does not apply to other Insured Property that has been damaged by such explosion;

(v) Gas turbines.

The following are not explosions within the intent or meaning of this paragraph **(b)**:

(1) Electric arcing or any coincident rupture of electrical equipment due to such arcing;

(2) Bursting or rupture caused by hydrostatic pressure or freezing;

(3) Bursting or rupture of any safety disc, rupture diaphragm or fusible plug.

(c) Impact by Aircraft, Spacecraft or Land Vehicle: Aircraft and Spacecraft include articles dropped from them. There shall in no event be any liability for cumulative damage or for loss or damage:

(i) Caused by land vehicles belonging to you or under your control or under the control of any of your employees;

(ii) To aircraft, spacecraft or land vehicles causing the loss;

(iii) Caused by any aircraft or spacecraft when being taxied or moved inside or outside of a building.

(d) Riot, Vandalism or Malicious Acts: Riot includes open assemblies of strikers inside or outside the "job site" who have quit work, and of locked-out employees.

There shall in no event be any liability for loss or damage due to:

(i) Cessation of work or by interruption to process or business operations or by change in temperature;

(ii) "Flood" or release of water impounded by a dam, or due to any explosion other than an explosion in respect of which there is insurance under Paragraph **(b)** of this "Named Perils" definition;

(iii) Theft or attempted theft.

(e) Smoke means smoke due to a sudden, unusual and faulty operation of any stationary furnace. There shall in no event be any liability for any cumulative damage.

(f) Leakage From "Fire Protective Equipment" means:

(i) The leakage or discharge of water or other substances from;

(ii) The collapse of; or

(iii) The rupture due to freezing of;

"fire protective equipment" for the "job site".

(g) Windstorm or Hail:

There shall in no event be any liability for loss or damage:

(i) To the interior of a building or structure, or property inside a building or structure, unless damage occurs concurrently with and results from an aperture caused by windstorm or hail;

(ii) Directly or indirectly caused by any of the following, whether driven by wind or due to windstorm or not: snow-load, ice-load, tidal wave, high water, overflow, "flood", waterborne objects, waves, ice, land subsidence, landslip.

(h) Falling Objects: Falling objects does not include loss or damage to the interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.

(i) Weight of Snow, Ice or Sleet

(j) Specified Water Damage means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam, but not including any system or appliance listed below:

(i) Pressure vessel, including its connected piping and equipment, which has normal internal working pressure greater than 103 kilopascals (15 pounds per square inch) above atmospheric pressure; or

(ii) Boiler, including its connected piping and equipment, which contains steam or water under steam pressure (except tanks having an internal diameter of 610 millimetres (24 inches) or less used for the storage of hot water for domestic use) caused directly or indirectly by explosion, collapse, rupture, bursting, cracking, burning out or bulging of such property while connected and ready for use.

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

16. **"Securities"** means all negotiable and non-negotiable instruments or contracts representing "money" or other property, and includes revenue and other stamps in current use, tokens and tickets, but does not include "money".

17. **"Spores"** includes one or more reproductive particles or microscopic fragments produced by, emitted from or arising out of any "fungi".

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

19. **"Valuable papers and records"** means inscribed, printed or written documents, manuscripts or records, including electronic data, abstracts, books, deeds, drawings, films, maps or mortgages. But "valuable papers and records" does not mean "money" or "securities.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Words and phrases in quotation marks have special meaning as defined in Section **G**.
Whenever the following words are used in this Coverage Form, they will be specifically defined as follows:

You and **your** means the **Named Insured**.
We, **us** and **our** means **The Wawanesa Mutual Insurance Company**.

A. 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" for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "action" that may result. But:

(1) The amount we will pay for "compensatory damages" is limited as described in **E. AMOUNTS OF INSURANCE**; and

(2) Our right and duty to defend ends when we have used up the applicable amount of insurance in the payment of judgments or settlements under **Coverage A. Bodily Injury and Property Damage Liability**, **Coverage B. Personal and Advertising Injury Liability** or **Coverage C. Medical Payments**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **C. 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";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of **D. WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of **D. WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of **D. WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for "compensatory damages" because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. "Compensatory damages" because of "bodily injury" include "compensatory damages" claimed by any person or organization for care or loss of services resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. 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" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay "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 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 are deemed to be "compensatory damages" because of "bodily injury" or "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" to which this insurance applies are alleged.

c. Workers' Compensation and Similar Laws

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

d. Employer's Liability

"Bodily injury" to:

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

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies whether the insured may:

(i) Be liable as an employer or in any other capacity; and

(ii) 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:

(a) Liability assumed by you under an "insured contract"; or

(b) A claim made or an "action" brought by a Canadian resident "employee" on whose behalf contributions are made by or required to be made by you under the provisions of any Canadian provincial or territorial workers' compensation law, if cover or benefits have been denied by any Canadian Workers' Compensation Authority.

e. Aircraft or Watercraft

"Bodily injury" or "property damage" arising out of the:

(1) Ownership, maintenance, use or entrustment to others by or on behalf of any insured of any aircraft, air cushion vehicle or watercraft that is owned or operated by or rented or loaned to any insured; or

(2) Ownership, maintenance, existence, use or entrustment to others by or on behalf of any insured of any premises for the purpose of an airport or aircraft landing area and all operations necessary or incidental thereto.

Use includes operation and "loading or unloading".

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

This exclusion does not apply to:

(a) A watercraft while ashore on premises you own or rent;

(b) A watercraft you do not own that is:

(i) Less than 8 metres long; and

(ii) Not being used to carry persons or property for a charge; or

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

f. Automobile

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

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

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

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

This exclusion does not apply to:

(1) "Bodily injury" to an "employee" of the insured on whose behalf contributions are made by or required to be made by the insured under the provisions of any Canadian provincial or territorial workers' compensation law;

(2) "Bodily injury" or "property damage" arising out of a defective condition in, or improper maintenance of, any "automobile" that is owned by the insured while leased to others for a period of 30 days or more, provided the lessee is obligated under contract to ensure that the "automobile" is insured;

(3) "Bodily injury" or "property damage" arising out of the ownership, use or operation of machinery, apparatus or equipment mounted on or attached to any vehicle while at the site of the use or operation of such equipment. However, this exception does not apply when such equipment is mounted on or attached to any "automobile" and such 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

g. 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, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
(2) Premises 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 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".

h. Damage to Your Product
"Property damage" to "your product" arising out of it or any part of it.

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

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

j. Damage to Impaired Property or Property Not Physically Damaged
"Property damage" to "impaired property" or 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 injury to "your product" or "your work" after it has been put to its intended use.

k. 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.

l. Violation of Any Law as to Age
"Bodily injury" to any person knowingly employed by the insured in violation of any law as to age.

m. Access or Disclosure of Confidential or Personal Information
"Compensatory damages" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other nonpublic information.

n. Personal and Advertising Injury
"Bodily injury" arising out of "personal and advertising injury".

o. Professional Services
"Bodily injury" (other than "incidental medical malpractice injury") or "property damage" due to:
(1) The rendering of, or failure to render, any "professional services" for others; or
(2) Any error or omission, malpractice or mistake in providing the services described in Paragraph **(1)** above;
by you or on your behalf.

p. Abuse
"Bodily injury" arising, directly or indirectly, in whole or in part, out of:
(1) "Abuse" committed or alleged to have been committed by an insured, including the transmission of disease arising out of any act of "abuse";
(2) The:
(a) Hiring of any "employee";
(b) Acceptance of any "volunteer worker"; or
(c) Supervision or retention of any person;
who committed or is alleged to have committed "abuse"; or
(3) The failure or alleged failure of an insured to report "abuse" or alleged "abuse" to the appropriate authority once the insured has gained knowledge of any such "abuse" or alleged "abuse".

q. Damage from Blasting, Pile Driving, Removal or Weakening of Support
"Property damage" arising out of:

(1) The use of explosives for blasting;
(2) Vibration from pile driving or caisson work; or
(3) The removal or weakening of support of any property, building or land whether such support be natural or otherwise.
This exclusion does not apply to:
(a) "Property damage" arising out of work performed on your behalf by any contractor or sub-contractor; or
(b) "Property damage" included within the "products-completed operations hazard".

r. Asbestos - see **B. COMMON EXCLUSIONS**
s. Fungi or Spores - see **B. COMMON EXCLUSIONS**
t. Nuclear Energy Liability - see **B. COMMON EXCLUSIONS**
u. Pollution - see **B. COMMON EXCLUSIONS**
v. Terrorism - see **B. COMMON EXCLUSIONS**
w. War Risks - see **B. COMMON EXCLUSIONS**
x. Cyber and Electronic Data – see **B. COMMON EXCLUSIONS**

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 and 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" for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offence and settle any claim or "action" that may result. But:
(1) The amount we will pay for "compensatory damages" is limited as described in **E. AMOUNTS OF INSURANCE**; and
(2) Our right and duty to defend ends when we have used up the applicable amount of insurance in the payment of judgments or settlements under **Coverage A. Bodily Injury and Property Damage Liability**, **Coverage B. Personal and Advertising Injury Liability** or **Coverage C Medical Payments**.
No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **C. SUPPLEMENTARY PAYMENTS**.

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

2. Exclusions

This insurance does not apply to:

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

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

c. Material Published Prior to Policy Period
"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

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

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

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

g. Quality or Performance of Goods - Failure to Conform to Statements
"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

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

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

j. Insureds in Media and Internet Type Businesses
"Personal and advertising injury" committed by an insured whose business is:
(1) Advertising, broadcasting, publishing or telecasting;
(2) Designing or determining content of web sites for others; or
(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** of **"Personal and advertising injury"** under **G. DEFINITIONS**.
For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not, by itself, considered to be the business of advertising, broadcasting, publishing or telecasting.

k. Interactive Websites, Electronic Chatrooms, Interactive Forums or Bulletin Boards
"Personal and advertising injury" arising out of an electronic interactive website, chatroom, interactive forum or bulletin board the insured hosts or owns, or over which the insured exercises control.

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

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

n. Asbestos - see **B. COMMON EXCLUSIONS**
o. Fungi or Spores - see **B. COMMON EXCLUSIONS**
p. Nuclear Energy Liability - see **B. COMMON EXCLUSIONS**
q. Pollution - see **B. COMMON EXCLUSIONS**
r. Terrorism - see **B. COMMON EXCLUSIONS**
s. War Risks - see **B. COMMON EXCLUSIONS**
t. Cyber and Electronic Data - see **B. COMMON EXCLUSIONS**

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:
(1) On premises you own or rent;
(2) On ways next to premises you own or rent; or
(3) Because of your operations;
provided that:
(a) The accident takes place in the "coverage territory" and during the policy period;
(b) The expenses are incurred and reported to us within one year of the date of the accident; and
(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable amount of insurance as described in **E. AMOUNTS OF INSURANCE**. We will pay reasonable expenses for:
(1) First aid administered at the time of an accident;
(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured
To any insured, except "volunteer workers".

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

c. Injury on Normally Occupied Premises
To a person injured on that part of premises you own or rent that the person normally occupies.

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

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

f. Products-Completed Operations Hazard
Included within the "products-completed operations hazard".

g. Coverage A Exclusions
Excluded under **Coverage A. Bodily Injury and Property Damage Liability**.

h. Asbestos - see **B. COMMON EXCLUSIONS**
i. Fungi or Spores - see **B. COMMON EXCLUSIONS**
j. Nuclear Energy Liability - see **B. COMMON EXCLUSIONS**
k. Pollution - see **B. COMMON EXCLUSIONS**
l. Terrorism - see **B. COMMON EXCLUSIONS**
m. War Risks - see **B. COMMON EXCLUSIONS**
n. Cyber and Electronic Data - see **B. COMMON EXCLUSIONS**

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" 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" for "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "action" that may result. But:
      (1) The amount we will pay for "compensatory damages" is limited as described in **E. AMOUNTS OF INSURANCE**; and
      (2) Our right and duty to defend ends when we have used up the applicable amount of insurance in the payment of judgments or settlements under **Coverage D. Tenants' Legal Liability**.

      No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **C. 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" occurs during the policy period;
      (3) The "property damage" is to premises of others rented to you or occupied by you; and
      (4) Prior to the policy period, no insured listed under Paragraph **1.** of **D. WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "property damage" occurred, then any continuation, change or resumption of such "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
   c. "Property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of **D. WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "property damage" after the end of the policy period.
   d. "Property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of **D. WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
      (1) Reports all, or any part, of the "property damage" to us or any other insurer;
      (2) Receives a written or verbal demand or claim for "compensatory damages" because of the "property damage"; or
      (3) Becomes aware by any other means that "property damage" has occurred or has begun to occur.
2. **Exclusions**

   This insurance does not apply to:
   a. **Expected or Intended Damage**

      "Property damage" expected or intended from the standpoint of the insured.
   b. **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" that the insured would have in the absence of the contract or agreement.
   c. **Asbestos** - see **B. COMMON EXCLUSIONS**
   d. **Fungi or Spores** - see **B. COMMON EXCLUSIONS**
   e. **Nuclear Energy Liability** - see **B. COMMON EXCLUSIONS**
   f. **Pollution** - see **B. COMMON EXCLUSIONS**
   g. **Terrorism** - see **B. COMMON EXCLUSIONS**
   h. **War Risks** - see **B. COMMON EXCLUSIONS**
   i. **Cyber and Electronic Data -** see **B. COMMON EXCLUSIONS**

B. COMMON EXCLUSIONS

(Applicable to Coverage A. Bodily Injury and Property Damage Liability, **Coverage B. Personal and Advertising Injury Liability**, **Coverage C. Medical Payments** and **Coverage D. Tenants' Legal Liability)**

This insurance does not apply to:

1. **Asbestos**

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

   This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "bodily injury", "property damage" or "personal and advertising injury".
2. **Fungi or Spores**
   a. "Bodily injury", "property damage" or "personal and advertising injury" or any other cost, loss or expense incurred by others, arising directly or indirectly from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction of, discharge of or other growth of any "fungi" or "spores" however

caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of "fungi" or "spores";

b. Any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with Paragraph **a.** above; or

c. Any obligation to pay, share with or repay someone else who must pay "compensatory damages" or loss, cost or expense because of such injury or damage referred to in Paragraph **a.** or **b.** above.

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

Solely for the purpose of the following exception:

(1) "Property damage" means physical injury to animals.

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

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

(a) Applied topically to; or

(b) Ingested by;

humans or animals.

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" or "personal and 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" or "personal and advertising injury" resulting directly or indirectly from the "nuclear energy hazard" arising from the:

(1) Ownership, maintenance, operation or use of a "nuclear facility" by or on behalf of an insured;

(2) Furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility";

(3) Possession, consumption, use, handling, disposal or transportation of "fissionable substances", or of other "radioactive material" (except radioactive isotopes, away from a "nuclear facility", which have reached the final stage of fabrication so as to be useable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by an insured.

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

4. Pollution

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants":

(1) 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:

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

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

(c) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(2) 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;

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

(a) Insured; or

(b) Person or organization for whom you may be legally responsible;

(4) 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:

(a) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts, if such fuels, lubricants or other operating fluids escape from a permanent and

integral mobile equipment part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(b) "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

(c) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

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

b. Any loss, cost or expense arising out of any:

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

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

However, this Paragraph **b.** does not apply to liability for "compensatory damages" because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "action" by or on behalf of a governmental authority.

5. Terrorism

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

6. War Risks

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

7. Cyber and Electronic Data

"Bodily injury", "property damage" or "personal and advertising injury" or any other cost, loss or expense incurred by you or others, arising directly or indirectly, in whole or in part, out of:

a. "Cyber loss"; or

b. The loss of, loss of use of, damage to, misinterpretation of, misuse of, corruption of, inability to access, process, store, transmit, or manipulate "electronic data".

Paragraph **a.** of this exclusion does not apply to "bodily injury" or "property damage" arising out of a "cyber act" or a "cyber incident".

C. SUPPLEMENTARY PAYMENTS

(Applicable to Coverage A. Bodily Injury and Property Damage Liability, **Coverage B. Personal and Advertising Injury Liability** and **Coverage D. Tenants' Legal Liability)**

1. We will pay, with respect to any claim we investigate, any claim or "action" we settle, or any "action" against an insured we defend:

a. All expenses we incur.

b. The cost of bonds to release attachments, but only for bond amounts within the applicable amount of insurance. We do not have to furnish these bonds.

c. All reasonable expenses you incur at our request to assist us in the investigation or defence of the claim or "action", including actual loss of earnings up to $250 a day because of time off from work.

d. All costs assessed or awarded against you in the "action".

e. Any interest accruing after entry of judgment upon that part of the judgment which is within the applicable amount of insurance and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable amount of insurance.

These payments will not reduce the amounts of insurance.

2. If we defend you against an "action" and your indemnitee is also named as a party to the "action", we will 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" are such that no conflict appears to exist 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 other applicable 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 above conditions are met, legal fees incurred by us in the defence of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of paragraph **2.b.(2)** of **Coverage A. Bodily Injury and Property Damage Liability**, such payments will not be deemed to be "compensatory damages" for "bodily injury" and "property damage" and will not reduce the amounts of insurance.

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

(i) We have used up the applicable amount of insurance in the payment of judgments or settlements under **Coverages A. Bodily Injury and Property Damage Liability**, **B. Personal and Advertising Injury Liability** or **D. Tenants' Legal Liability**, or medical expenses under Coverage **C. Medical Payments**; or

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

D. WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership, limited liability partnership or joint venture, you are an insured. Your members or partners, and their spouses, are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, limited liability partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your "executive officers" or directors. Your shareholders are also insureds, but only with respect to their liability as your shareholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as your trustees.

2. Each of the following is also an insured:

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

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

(a) To you, to your partners or members (if you are a partnership, limited liability partnership or joint venture), to your members or managers (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

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

(c) For which there is any obligation to share "compensatory damages" with or repay someone else who must pay "compensatory damages" because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) To any person who at the time of injury is entitled to benefits under any workers' compensation or disability benefits law or a similar law.

(2) "Property damage" to property that is:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership, limited liability partnership or joint venture), or any member or manager (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Your unit or strata lot owners and any tenants, but only with respect to the conduct of the corporation for liability arising out of the common property, excluding liability arising out of the owner's or tenant's possession, occupation or use of property designated for exclusive use.

3. Any organization you newly acquire or form, other than a partnership, limited liability partnership or joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. **Coverage A. Bodily Injury and Property Damage Liability** and **Coverage D. Tenants' Legal Liability** do not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. **Coverage B. Personal and Advertising Injury Liability** does not apply to "personal and advertising injury" arising out of an offence committed before you acquired or formed the organization.

4. Any person or organization with whom you have agreed to provide liability insurance under this insurance is an insured, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" that arises out of "your work" or out of the ownership, maintenance or use of your premises.

The insurance provided to such person or organization does not apply to any:

a. "Bodily injury" or "property damage" caused by an occurrence, or "personal and advertising injury" caused by an offence committed, after you cease to own, maintain or use such premises;

b. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of such person or organization; or

c. Person or organization who otherwise qualifies as an insured under **D. WHO IS AN INSURED**.

5. Any person or organization with whom you agree in a written equipment lease or rental agreement to provide liability insurance under this insurance is an insured, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" arising out of the maintenance, operation or use by you of the equipment leased to you by such person or organization.

The insurance provided to such person or organization does not apply to any:

a. "Bodily injury" or "property damage" caused by an occurrence, or "personal and advertising injury" caused by an offence committed, after you cease to lease the equipment;

b. "Bodily injury", "property damage", or "personal and advertising injury" arising out of the sole negligence of such person or organization; or

c. Person or organization who otherwise qualifies as an insured under **D. WHO IS AN INSURED**.

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 Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under **D. WHO IS AN INSURED**.

E. AMOUNTS OF INSURANCE

The Amounts of Insurance shown in the 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".

1. General Aggregate

The most we will pay for the sum of all:

a. "Compensatory damages" under **Coverage A. Bodily Injury and Property Damage Liability**, except "compensatory damages" because of "bodily injury" or "property damage" included in the "products-completed operations hazard";

b. "Compensatory damages" under **Coverage B. Personal and Advertising Injury Liability**; and

c. Medical expenses under **Coverage C. Medical Payments**;

is the General Aggregate Amount of Insurance shown in the Declarations.

2. Products-Completed Operations Aggregate

The most we will pay for the sum of all "compensatory damages" because of "bodily injury" and "property damage" included in the "products-completed operations hazard" under **Coverage A. Bodily Injury and Property Damage Liability** is the Products-Completed Operations Amount of Insurance shown in the Declarations.

3. Each Occurrence

Subject to Paragraph **1.** or **2.** above, whichever applies, the Each Occurrence Amount of Insurance shown in the Declarations is the most we will pay for the sum of:

a. "Compensatory damages" under **Coverage A. Bodily Injury and Property Damage Liability** because of all "bodily injury" and "property damage"; and

b. Medical expenses under **Coverage C. Medical Payments** because of all "bodily injury";

arising out of any one "occurrence".

4. Personal and Advertising Injury Liability

Subject to Paragraph **1.** above, the Personal And Advertising Amount of Insurance shown in the Declarations is the most we will pay under **Coverage B. Personal and Advertising Injury Liability** for the sum of all "compensatory damages" because of all "personal and advertising injury" sustained by any one person or organization.

5. Medical Payments

Subject to Paragraph **3.** above, the Medical Payments – Any One Person Amount of Insurance shown in the Declarations is the most we will pay under **Coverage C. Medical Payments** for all medical expenses because of "bodily injury" sustained by any one person.

6. **Tenants' Legal Liability**
   The Tenants' Legal Liability – Any One Premises Amount of Insurance shown in the Declarations is the most we will pay under **Coverage D. Tenants' Legal Liability** for "compensatory damages" because of "property damage" to any one premises.
7. The amounts of insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the amounts of insurance.
8. When this policy and another policy written by us and issued to you apply or applied to the same claim or "action", the most we will pay for the sum of all amounts subject to the amounts of insurance is the highest amount that applies or applied to such claim or "action" under any one of those policies. However, this provision does not apply if the other policy that applies or applied is umbrella or excess insurance that was specifically purchased to apply in excess of the amounts of insurance shown in the Declarations.
9. **Deductible**
   a. We will not make any payment under **Coverage A. Bodily Injury and Property Damage Liability** until the amount of loss exceeds the Deductible: Property Damage Liability amount shown in the Declarations.
   b. We will not make any payment under **Coverage D. Tenants' Legal Liability** until the amount of loss exceeds the Deductible: Property Damage Liability amount shown in the Declarations.
   c. The Deductible: Property Damage Liability amount shown in the Declarations applies as follows:
      (1) Per Claim
      If the Declarations show that the "property damage" deductible is on a Per Claim basis, the deductible amount applies:
         (a) Under **Coverage A. Bodily Injury and Property Damage Liability**, to the sum of all "compensatory damages" for claims or "actions" because of "property damage" made or brought by any one person or organization;
         (b) Under **Coverage D. Tenants' Legal Liability**, to the sum of all "compensatory damages" for claims or "actions" because of "property damage" made or brought by any one person or organization.
      (2) Per Occurrence
      If the Declarations show that the "property damage" deductible is on a Per Occurrence basis, the deductible amount applies:
         (a) Under **Coverage A. Bodily Injury and Property Damage Liability**, to the sum of all "compensatory damages" because of "property damage" arising out of any one "occurrence";
         (b) Under **Coverage D. Tenants' Legal Liability**, to the sum of all "compensatory damages" because of "property damage" at any one premises.
   d. The terms of this insurance, including those with respect to:
      (1) Our right and duty to defend any "action" seeking those "compensatory damages"; and
      (2) Your duties in the event of an "occurrence", claim or "action";
      apply irrespective of the application of any deductible amount.
   e. We may pay any part or all of the deductible amount to effect settlement of any claim or "action" and, upon notification of the action taken, you will promptly reimburse us for such part of the deductible amount as has been paid by us.
   f. The Amount of Insurance shown in the Declarations will not be reduced by the amount of "compensatory damages" within a deductible.

F. COMMERCIAL GENERAL LIABILITY CONDITIONS

The following conditions apply in addition to the Common Policy and Property Conditions:

1. **Bankruptcy**
   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this insurance.
2. **Duties In The Event Of Occurrence, Offence, Claim or Action**
   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offence which may result in a claim. To the extent possible, notice should include:
      (1) How, when and where the "occurrence" or offence took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury or damage arising out of the "occurrence" or offence.
   b. If a claim is made or "action" is brought against any insured, you must:
      (1) Immediately record the specifics of the claim or "action" and the date received; and
      (2) Notify us as soon as practicable.
      You must see to it that we receive written notice of the claim or "action" as soon as practicable.
   c. You and any other involved insured must:
      (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 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.

3. Legal Action Against Us

No person or organization has a right under this insurance to:

a. Join us as a party or otherwise bring us into an "action" asking for "compensatory damages" from an insured; or

b. Sue us on this insurance unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial, 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 amount of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

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

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under **Coverage A. Bodily Injury and Property Damage Liability**, **Coverage B. Personal and Advertising Injury Liability** or **D. Tenants' Legal Liability**, 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:

(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Property insurance for "your work", such as Commercial Property, Builder's Risk, Installation Risk;

(b) That is Property insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(c) If the loss arises out of the ownership, maintenance, use or entrustment to others of any watercraft or "automobile" to the extent not subject to either Paragraph **e.** or **f.** of **Coverage A. Bodily Injury and Property Damage Liability**.

(2) Any other primary insurance 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 **Coverage A. Bodily Injury and Property Damage Liability**, **Coverage B. Personal and Advertising Injury Liability** or **Coverage D. Tenants' Legal Liability** 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 the total:

(1) Amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) 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 condition and was not bought specifically to apply in excess of the amounts of insurance shown in the Declarations of this insurance.

c. Method of Sharing

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

5. Premium Audit

a. We will compute all premiums for this insurance in accordance with our rules and rates.

b. Premium shown in this insurance as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured subject to the retention of the minimum retained premium shown in the Declarations of this policy.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Separation Of Insureds, Cross Liability

Except with respect to the amounts 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.

7. **Transfer Of Rights Of Recovery Against Others To Us**
If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "action" or transfer those rights to us and help us enforce them.

G. DEFINITIONS

1. **"Abuse"** means any act or threat involving molestation, harassment, corporal punishment or any other form of physical, sexual or mental abuse.
2. **"Action"** means a civil proceeding in which "compensatory damages" because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Action" includes:
   a. An arbitration proceeding in which such "compensatory damages" are claimed and to which the insured must submit or does submit with our consent; and
   b. Any other alternative dispute resolution proceeding in which such "compensatory damages" are claimed and to which the insured submits with our consent.
3. **"Advertisement"** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
   a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
   b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
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 bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
6. **"Compensatory damages"** does not include punitive or exemplary damages or the multiple portion of any multiplied damage award.
7. **"Computer system"** includes the following (whether or not mobile or portable):
   a. Computer, hardware or peripheral computer equipment;
   b. Communication or control system;
   c. Electronic machine, device or instrument;
   d. Server, cloud or networking equipment;
   e. Microcontroller or microprocessor;
   f. Input, output, or data storage device; or
   g. Software, applications, program, process or code;
   that is owned, leased, rented, operated or controlled by you or any other party.
8. **"Coverage territory"** means:
   a. Canada and the United States of America (including its territories and possessions);
   b. International waters or airspace, but only if the:
      (1) "Bodily injury" or "property damage" is caused by an occurrence that takes place; or
      (2) "Personal and advertising injury" is caused by an offence committed;
      in the course of travel or transportation between any places included in Paragraph **a.** above; or
   c. All other parts of the world if the injury or damage arises out of:
      (1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;
      (2) The activities of an insured person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or
      (3) "Personal and advertising injury" offences that are committed through the Internet or similar electronic means of communication;
      provided that the insured's responsibility to pay "compensatory damages" is determined in an "action" on the merits in the territory described in Paragraph **a.** above or in a settlement we agree to.
9. **"Cyber act"** means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof, involving access to, processing of, use of or operation of, any "computer system".
10. **"Cyber incident"** means any:
    a. Error or omission or series of related errors or omissions involving access to, processing of, use of or operation of, any "computer system"; or
    b. Partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate, any "computer system".
11. **"Cyber loss"**
    a. Means any "cyber act" or "cyber incident".
    b. Includes any action taken or failure to be taken by you or anyone acting on your behalf in controlling, preventing, suppressing, mitigating or remediating any "cyber act" or "cyber incident".
12. **"Electronic data"** means information, facts, concepts, programs, software or code that is:
    a. Stored as or on;

b. Created or used on; or
c. Transmitted in;
a form to be used, accessed, processed, transmitted to or from or stored by a "computer system".

13. **"Employee"** includes a "leased worker" and a "temporary worker".
14. **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
15. **"Fissionable substance"** means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.
16. **"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.
17. **"Hostile fire"** means a fire that becomes uncontrollable or breaks out from where it was intended to be.
18. **"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:
    (1) The repair, replacement, adjustment or removal of "your product" or "your work"; or
    (2) You fulfilling the terms of the contract or agreement.
19. **"Incidental medical malpractice injury"** means "bodily injury" arising out of the rendering of, or failure to render, the following services:
    a. Medical, surgical, dental, x-ray or nursing services or treatment or the furnishing of food or beverages in connection therewith; or
    b. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
    by any insured or any indemnitee causing the "incidental medical malpractice injury" who is not engaged in the business or occupation of providing any of the services described in Paragraphs **a.** and **b.** above.
20. **"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;
    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" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
    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, 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 liability for an injury or damage arising out of your rendering or failure to render "professional services", including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.
21. **"Leased worker"** means a person leased to you by a labour leasing firm under an agreement between you and the labour leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
22. **"Loading or unloading"** means the handling of property:
    a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "automobile";
    b. While it is in or on an aircraft, watercraft or "automobile"; or
    c. While it is being moved from an aircraft, watercraft or "automobile" to the place where it is finally delivered;
    but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "automobile".
23. **"Nuclear energy hazard"** means the radioactive, toxic, explosive, or other hazardous properties of "radioactive material".
24. **"Nuclear facility"** means:
    a. Any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
    b. Any equipment or device designed or used for:

(1) Separating the isotopes of plutonium, thorium and uranium or any one or more of them; or
(2) Processing or packaging waste;

c. Any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste "radioactive material";

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

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

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

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

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

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 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 that is not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

29. "Professional services" includes:

a. Medical, surgical, dental, x-ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith;
b. Any professional service or treatment conducive to health;
c. Professional services of a pharmacist;
d. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
e. The handling or treatment of deceased human bodies including autopsies, organ donations or other procedures;
f. Any cosmetic, body piercing, tonsorial, massage, physiotherapy, chiropody, hearing aid, optical or optometrical services or treatments;
g. The preparation or approval of maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications;
h. Supervisory, inspection, architectural, design or engineering services;
i. Accountant's, advertiser's, notary's (Quebec), public notary's, paralegal's, lawyer's, real estate broker's or agent's, insurance broker's or agent's, travel agent's, financial institution's, or consultant's, professional advice or activities;
j. Any computer programming or re-programming, consulting, advisory or related services; or
k. Claim, investigation, adjustment, appraisal, survey or audit services.

30. "Property damage" means:

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

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

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

31. **"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.
32. **"Spores"** includes any reproductive particle or microscopic fragment produced by, emitted from or arising out of any "fungi".
33. **"Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
34. **"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.
35. **"Volunteer worker"** means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
36. **"Your product":**
    - **a.** Means:
        - **(1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
            - **(a)** You;
            - **(b)** Others trading under your name; or
            - **(c)** A person or organization whose business or assets you have acquired; and
        - **(2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
    - **b.** Includes:
        - **(1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
        - **(2)** The providing of or failure to provide warnings or instructions with respect to such goods or products.
    - **c.** Does not include vending machines or other property rented to or located for the use of others but not sold.
37. **"Your work":**
    - **a.** Means:
        - **(1)** Work or operations performed by you or on your behalf; and
        - **(2)** Materials, parts or equipment furnished in connection with such work or operations.
    - **b.** Includes:
        - **(1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of such work or operations; and
        - **(2)** The providing of or failure to provide warnings or instructions with respect to such work or operations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INCLUDE NON-COMPENSATED DIRECTORS AND OFFICERS AS EMPLOYEES

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM (WA3600)

The following is added to the definition of **"Employee"** in **F. DEFINITIONS**:

"Employee" also means any natural person who is your non-compensated director or non-compensated officer.

All other terms and conditions remain unchanged.

THIS COVERAGE FORM CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

LEGAL EXPENSE INSURANCE FOR SELECT

IN THE EVENT OF A CONFLICT BETWEEN THIS COVERAGE FORM AND YOUR MAIN POLICY, THIS COVERAGE FORM SHALL GOVERN TO THE EXTENT OF THE CONFLICT AS IT RELATES TO THIS COVERAGE FORM, UNLESS OTHERWISE PROVIDED FOR IN THIS COVERAGE FORM

This is a Named Perils coverage form and provides coverage only for the insured events listed within this coverage form.
Words and phrases in **bold** have special meaning as defined in **SECTION III - DEFINITIONS**.

TELEPHONE LEGAL HELPLINE

We will provide **you** access to a Legal Helpline through which **you** can receive confidential general legal assistance and information over the phone relating to any legal problem affecting **your** business to help determine your legal rights and options under the laws of the applicable province or territory and the federal laws of Canada. The lawyer cannot provide case specific research or review documents.

We will provide this service between the hours of 8am and midnight, local time, 7 days a week. In addition, **we** will facilitate access to a lawyer twenty-four hours a day, 7 days a week, in emergency situations. Calls to this service may be recorded.

To contact this service, call 1-877-347-5399.

We will not accept responsibility if the helpline service is unavailable for reasons **we** cannot control.

MAKING A CLAIM

Please contact **us** as soon as practicable following an insured event, and in no event later than 120 days after the **date of occurrence** of the insured event.

Please note that the Insurer will not pay for any legal costs you incur before we have accepted your claim, even if we later accept the claim.

While **you** are insured under this Coverage form **you** may report a claim to **us** by calling **1-877-347-5399**, by email at claims@arag.ca or by mail to the Head Office address listed at www.arag.ca.

We will then advise **you** on next steps.

SECTION I

INSURANCE AGREEMENT

In return for payment of the premium, and subject to the terms, definitions, conditions, exclusions and limitations set out in this coverage form and the Declarations, the **Insurer** will provide insurance for **legal costs** incurred for insured events described in this coverage form, provided that:

1. the **date of occurrence** of the insured event happens within the period the **Insurer** has agreed to cover an **insured person**; and

2. the insured event occurs within the **territorial limit** and any legal proceedings will be dealt with by a court, or other body which **we** agree to, within the **territorial limit**; and

3. the **legal costs** are incurred after the claim has been accepted by **us,** and are limited to:

a. the reasonable and necessary costs, inclusive of any applicable sales or retail taxes, incurred by the **appointed representative**, including any additional expenses and disbursements such as court fees, experts' fees, police reports and medical reports incurred by the **appointed representative**;

b. costs awarded by a court in Canada to opponents in civil cases if the **insured person** has been ordered to pay them, or pays them with our agreement; and

c. the cost of the **insured person's** net salary or wages, that are not otherwise payable or recoverable, for the time that they are off work to attend any court proceeding, tribunal, arbitration, mediation or other hearing at the request of the **appointed representative**, up to a maximum of $500 per **insured person** per day, and $10,000 in total in respect of all claims resulting from any one court or tribunal proceeding, arbitration, mediation or other hearing; and

4. for civil cases and appeals relating to any insured event, **reasonable prospects** exist for the duration of the claim.

Except where stated otherwise, the **Insurer** will not pay **legal costs** incurred with respect to the enforcement of judgments or final orders, or settlement agreements, or minutes of settlement, which may arise in the pursuit or defence of **your** legal rights from an accepted claim under this coverage form.

Except where stated otherwise, the **Insurer** will pay **legal costs** incurred in making or defending an appeal, as long as:
- the matter being appealed was previously accepted as a claim under this coverage form,
- the **insured person** tells **us** within the time limits allowed to file an appeal that they want to appeal (and within reasonable time to allow for the filing of all necessary documents for an appeal), and

- **we** agree there are **reasonable prospects** of success for the appeal.

This coverage form, together with the Declarations, policy wording and any other endorsements, and any other information **you** have provided, forms the contract of insurance between **you** and the **Insurer**.

This is not a coverage form for reimbursement of legal costs you have already incurred.

SECTION II

INSURED EVENTS

(A) Employment Disputes

The **Insurer** will pay **your legal costs** to defend **your** legal rights:

1) following the dismissal of an employee

2) in legal proceedings in respect of any dispute with an employee or ex-employee which:

   (i) arises out of, or relates to, a **contract of employment** with **you**

   (ii) arises from an alleged breach of their statutory rights under employment legislation

   (iii) arises from an alleged breach of their rights under applicable human rights legislation, as it relates to their employment

Exclusions

Any claim relating to:

(a) death, illness or bodily injury, and/or loss of or damage to property

(b) the negotiation of a collective bargaining agreement, a general work disruption (including but not limited to a strike, work slowdown or a work to rule campaign), or dispute made pursuant to a collective bargaining agreement

(c) a contract for services

(B) Legal Defence

At **your** request, the **Insurer** will pay **legal costs**

1) to defend an **insured person's** legal rights in relation to:

   (i) their being investigated by the police in respect of an alleged **criminal offence**

   (ii) their being prosecuted for an alleged **criminal offence**

   (iii) a civil action being taken against them for compensation in connection with a failure or alleged failure to comply with requirements under protection of privacy legislation

   (iv) an investigation or prosecution against them under applicable occupational health and safety legislation

2) to defend an **insured person's** (other than **your**) legal rights if civil action is taken against them in their capacity as a trustee of a pension fund set up for the benefit of **your** employees

3) to respond to a Notice for Production issued against an **insured person**, under the **Federal Anti-Spam Legislation**

4) to make representations on behalf of an **insured person** who has been issued a Notice of Violation, under the **Federal Anti-Spam Legislation**

5) to defend an **insured person** against a private action brought by an individual made under the **Federal Anti-Spam Legislation**

Exclusions

Any claim relating to:

(a) an **insured person** being prosecuted in connection with the ownership, use or operation of a **motor vehicle**

(b) any offence against any **insured person** for refusing to comply with a request by a designated person who is carrying out their duties and functions under the **Federal Anti-Spam Legislation**

(c) any offence against any **insured person** who obstructs or hinders, or knowingly makes a false or misleading statement or provides false or misleading information to, a designated person who is carrying out their duties and functions under the **Federal Anti-Spam Legislation**

(C) Small Claims Court Contract Disputes and Debt Recovery

The **Insurer** will pay **legal costs** to pursue or defend **your** legal rights in a dispute relating to an agreement or an alleged agreement which has been entered into by **you** or on **your** behalf for:

1) Selling or buying **goods**;

2) Providing or obtaining services.

Provided that:

(i) *The amount in dispute exceeds $1,000;*

(ii) *All legal proceedings are within the jurisdiction of, and are brought in, the applicable small claims court; and*

(iii) *if the dispute relates to money owed to **you** to which a construction lien would apply, then a claim must be made under this coverage form within 30 days of the money becoming due and payable*

Exclusions

Any claim relating to:

(a) the settlement payable under an insurance policy (the **Insurer** will cover a dispute arising from **your** insurer refusing **your** claim, but not a dispute over the amount of the claim)

(b) a dispute arising from any loan, mortgage, pension, investment, borrowing or any other financial product (other than described under **(a)** above)

(c) a dispute over the terms of a lease of land or buildings or a licence or tenancy of land or buildings if **you** are the lessor, licensor or landlord of the land or buildings. However, the **Insurer** will cover a dispute with a professional advisor in connection with the drafting of a lease, licence or tenancy agreement

(d) a contract regarding you purchasing or selling **real property**

(e) a contract for legal services

(f) a contract involving a **motor vehicle** other than agreements relating to the sale of **motor vehicles** where **you** are engaged in the business of purchasing, selling, or leasing **motor vehicles**; or agreements related to the repair and/or maintenance of **motor vehicles** where **you** are engaged in the business of repairing and/or performing maintenance upon **motor vehicles**

(g) a dispute with an employee or ex-employee which arises out of, or relates to, a **contract of employment** with **you**

(h) the breach of a professional obligation or duty, including any claim:
   i. based on professional liability,
   ii. based on the commission of a fault of an ethical nature, or arising out of a disciplinary process

(D) Statutory Licence Protection

The **Insurer** will pay **legal costs** to represent **you** in appealing to the relevant statutory or regulatory authority, court, or tribunal following an event which results in a licensing or regulatory authority suspending, or altering the terms of, or refusing to renew, or cancelling **your** licence to conduct **your** business.

Exclusions

Any claim relating to:

(a) An original application or application for renewal of a statutory licence.

(b) A licence appeal relating to the ownership, use or operation of a motor vehicle.

(c) A licence appeal relating to a professional licence issued to an individual.

(E) Property Protection

The **Insurer** will pay **legal costs** to pursue **your** legal rights in a civil action relating to physical property which **you** own following:

1) an event which causes physical damage to such property, provided that the amount in dispute exceeds $1,000

2) a legal nuisance (meaning any unlawful interference with **your** use or enjoyment of **your** land, or some right over, or in connection with it)

3) a trespass.

Exclusions

Any claim relating to:

(a) a contract entered into by **you**

(b) disputes related to easements or other agreed rights over land

(c) **goods** that are away from any premises occupied by **you** unless the **goods** are at such premises for the purpose of installations or use in work to be carried out by an **insured person**

(d) someone legally taking **your real property** from **you**, whether **you** are offered money or not, or restrictions or controls placed on **your real property** by any governmental, quasi-governmental or public or local authority

(e) work done by, or on behalf of, any governmental, quasi-governmental or public or local authority unless the claim is for accidental physical damage

(f) a **motor vehicle**, other than physical damage to **motor vehicles** where **you** are engaged in the business of purchasing, selling, leasing, repairing or performing maintenance upon **motor vehicles**

(g) mining, subsidence, heave or landslide

(h) defending **your** legal rights, other than in defending a counter-claim

(F) Bodily Injury

At **your** request, the **Insurer** will pay an **insured person's legal costs** to pursue their legal rights following a specific or sudden accident which causes their death or bodily injury.

Exclusions

Any claim relating to any of the following:

(a) a dispute with any provincial workers' compensation board

(b) psychological injury or mental illness unless the condition arises from a specific or sudden accident that has caused physical bodily injury

(c) death, illness or bodily injury arising from a sudden accident which involves an **insured person's** ownership, use or operation of a **motor vehicle**

(d) defending an **insured person's** legal rights, other than in defending a counter-claim

(G) Tax Protection

The **Insurer** will pay **legal costs** in respect of a **tax appeal** or a **tax audit** relating to:

1) liability for income tax, GST, PST or HST arising from **your** business

2) payroll deductions compliance by **your** business

*provided that **you** have taken reasonable care to ensure that all returns are complete and correct and submitted within the statutory time limits allowed.*

Exclusions

Any claim relating to:

(a) any claim arising from a tax avoidance scheme, arrangement, or plan of any kind

(b) any claim caused by **your** failure to register for GST and/or PST and/or HST.

(c) Any claim arising from an investigation or inquiry by the CRA into alleged gross negligence, dishonesty or **criminal offences**.

SECTION III

DEFINITIONS

The following definitions apply wherever these words or phrases appear in bold in this coverage form.

Appointed representative

The lawyer, accountant or other suitably qualified person appointed by **us** on behalf of the **insured person** to act for an **insured person**.

Broker

The organization, as identified on the Declarations for this coverage form, who facilitated the purchase of this coverage form for **you**.

Contract of Employment

Written agreement between the employer and employee setting out both party's rights, duties and obligations.

A **contract of employment** does not include a collective agreement covering a group of employees who are represented by a union.

Criminal offence

An offence under the Criminal Code of Canada (R.S.C., 1985, c. C-46) or any of its amendments.

Date of occurrence

1. For civil cases: the date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events.
2. For criminal cases: the date of the alleged criminal offence, or the earliest date in a series of related alleged criminal offences, for which an **insured person** is charged.
3. For licence or registration appeals: when **you** were first informed by the relevant licensing or regulatory authority of their proposal to review, suspend, alter the terms of, refuse to renew or cancel **your** licence.
4. For a **tax appeal**: when the Canada Revenue Agency (“CRA”) or a provincial tax authority first issues **you** a notice of assessment, reassessment or determination with which **you** disagree.
5. For a **tax audit**: when the CRA or a provincial tax authority first contacts **you** in relation to commencing an audit.

The insured event must occur within the period the **Insurer** has agreed to cover the **insured person**.

Federal Anti-Spam Legislation

An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act, S.C. 2010, c. 23 or any of its amendments

Goods

Any object which is not attached to **real property**, except by its own weight, and can be removed without damage or alterations to the **real property** requiring repair.

Any object which is plugged in and can be removed without any damage or alteration to the **real property**.

Insured person

You and **your** directors, officers, partners, managers and employees.

Anyone claiming under this coverage form must have **your** agreement to claim.

Insurer

The Wawanesa Mutual Insurance Company.

Legal costs

In respect of the insured events described in this coverage form:

1. all reasonable and necessary costs, inclusive of any applicable sales or retail taxes, incurred by the **appointed representative** including any additional expenses and disbursements such as court fees, experts’ fees, police reports and medical reports incurred by the **appointed representative**;

2. the costs awarded by a court in Canada to opponents in civil cases if the **insured person** has been ordered to pay them, or pays them with **our** agreement; and

3. the **insured person's** net salary or wages, that are not otherwise payable or recoverable, for the time that they are off work to attend any court proceeding, tribunal, arbitration, mediation or other hearing at the request of the **appointed representative**, up to a maximum of $500 per **insured person** per day, and $10,000 in total in respect of all claims resulting from any one court or tribunal proceeding, arbitration, mediation or other hearing.

Motor vehicle

Includes an automobile, a trailer, a motorcycle, a motor assisted bicycle, and any other vehicle propelled or driven otherwise than by muscular power.

Reasonable prospects

For civil cases **reasonable prospects** means that **we** agree that it is always more likely than not that an **insured person** will recover losses or damages (or obtain other legal remedy which **we** have agreed to) or make a successful defence.

For appeals relating to any insured event, **reasonable prospects** means that **we** agree that it is always more likely than not that the appeal will be successful.

Real property

Real property is land, and anything growing on, affixed to, or built upon land. This also includes man-made buildings as well as crops. Real property is characterized as property that doesn't move, or that is attached to the land.

Tax appeal

An appeal regarding an assessment, reassessment or determination made by the CRA or a provincial tax authority, including an administrative appeal to the CRA or a provincial tax authority and an appeal to the Tax Court of Canada or a superior court of a province.

Tax audit

An inspection and verification by the CRA or a provincial tax authority of **your** financial accounting records to determine whether or not **you** have paid the correct amount of tax.

Territorial limit

Canada.

We, **us**, **our**

ARAG Legal Solutions Inc. who has been authorized by the **Insurer** to act as the insurance manager for this coverage form.

You, **your**

The individual, corporation, partnership or other form of business organization shown in the Declarations as the Named Insured.

SECTION IV

AMOUNT OF INSURANCE

The **Insurer** will pay up to the amount of insurance shown in the Declarations in respect of **legal costs** related to all claims resulting from one or more events arising at the same time or from the same originating cause.

Subject to the above, the **Insurer** will pay, in aggregate, **legal costs** of no more than the aggregate limit shown in the Declarations in respect of all claims that arise in the policy period that result from different originating causes.

SECTION V

GENERAL EXCLUSIONS

This insurance does not apply to:

1. **Events not connected with your business**
   Any event not arising in connection with the business shown in the Declarations.

2. **Wilful acts**
   Any claim resulting from an act which is wilfully committed, and the results of which are consciously intended, by an **insured person**.

3. **Late reported claims**
   A claim reported to **us** more than 120 days after the **date of occurrence**.

4. **Legal costs not agreed with us**
   Legal costs incurred before **our** written agreement that the **Insurer** will pay them.

5. **Legal action not agreed with us**
Legal action an **insured person** takes which **we** or the **appointed representative** have not agreed to or where an **insured person** does anything that hinders **us** or the **appointed representative**.

6. **Contingency fee agreements**
Any **legal costs** arising as a consequence of a contingency fee agreement.

7. **Disputes with any governmental or public body**
Except as it relates to claims accepted under **Insured events (B) Legal Defence, (C) Small Claims Court Contract Disputes and Debt Recovery, (D) Statutory Licence Protection**, and **(G) Tax Protection**, any **legal costs** relating to a review or dispute regarding the lawfulness of any decision or action of any federal, provincial or territorial governmental or quasi – governmental body, or any other local or public authority, other than in relation to an accepted claim in respect of any event insured under this coverage form.

8. **Class action proceedings**
Any claim where an **insured person** is a party to a legal action brought under applicable class proceedings legislation, or where an **insured person** has opted out of being a party to a legal action brought under applicable class proceedings legislation.

9. **Costs awarded outside of Canada**
Any **legal costs** awarded in any jurisdiction outside of Canada.

10. **Damages, fines and penalties**
Damages, fines, penalties, compensation or restitution orders which the **insured person** is ordered to pay by a court or other authority and any costs awarded in criminal or statutory proceedings.

11. **Disputes with us,** the **Insurer**, or the **Broker**
Any dispute with **us,** the **Insurer**, or the **Broker** not otherwise dealt with under **COVERAGE FORM CONDITIONS 10. Disputes over reasonable prospects for a claim**.

12. **Fraudulent claims**
Any claim which is fraudulent, exaggerated or dishonest.

13. **Claims under this coverage form by a third party**
Apart from **us**, only an **insured person** may enforce all or any part of this coverage form and the rights and interests arising from or connected with it.

14. **Bankruptcy of the Named Insured**
Any matter or claim if, at any time:

    (i) **you** are declared bankrupt, placed into receivership, are in the process of being wound-up or if any part of **your** affairs or property is in liquidation;

    (ii) **you** have made a proposal, petition, filing or arrangement for the benefit of any creditor or creditors;

    (iii) a creditor seeks to have **you** placed into bankruptcy, declared insolvent, liquidated or be wound-up;

    (iv) any of **your** property is placed under the care or control of a trustee, receiver or administrator.

15. **Intellectual property disputes**
Any claim related to disputes about patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy or confidentiality agreements.

16. **Agency agreement disputes**
Any claim relating to rights under a franchise or agency agreement entered into by **you**.

17. **Shareholding or partnership disputes**
Disputes about a shareholding or partnership interest in **you** unless such shareholding or partnership interest was acquired under a plan open to all of **your** employees or a substantial number of them.

18. **Defamation**
A claim relating to written or oral remarks which damage an **insured person's** reputation.

19. **Disputes relating to the validity of legislation**

    Any constitutional or other challenge to the validity of Federal, provincial, territorial or municipal legislation.

SECTION VI

COVERAGE FORM CONDITIONS

1. **Observance of coverage form terms**

The **insured person** must:

(i) comply with the terms and conditions of this coverage form;

(ii) notify **us** immediately of any change in circumstance which may materially affect **our** assessment of the risk;

(iii) take reasonable steps to avoid and prevent claims;

(iv) take reasonable steps to avoid incurring unnecessary costs;

(v) send everything **we** reasonably ask for in writing;

(vi) report to **us** full and factual details of any claim as soon as practicable and give **us** any information **we** reasonably need.

2. **Notice of Insured Event**

The **insured person** shall notify **us** of any insured event which may give rise to coverage, as soon as they become aware of it. Any interested person may give such notice.

In the event that the requirement set out in the preceding paragraph is not fully complied with, all rights to coverage shall be forfeited by the **insured person** where such non-compliance has caused prejudice to **us**.

3. **Conduct and control of claim**

(i) If it is necessary to take legal proceedings, including a **tax appeal**, an **appointed representative** will be appointed by **us** on behalf of the **insured person** in accordance with **our** standard terms of appointment and will be retained by the **insured person**.

(ii) Where **we** have agreements with more than one law firm with respect to a specialty, the **insured person** may select their **appointed representative** from that panel of law firms.

(iii) The **insured person** must cooperate with **us** and must keep **us** up-to-date regarding the progress of the claim.

(iv) The **insured person** must cooperate with the **appointed representative** and must follow the recommendations of the **appointed representative**, which have been agreed to by **us**.

(v) The **insured person** must give the **appointed representative** any instructions that **we** require.

4. **Consent to access information**

The **insured person** will provide written consent, at the commencement of the retainer of the **appointed representative**, permitting the **appointed representative**, at **our** request, to give **us**, or **our** reinsurers, actuaries or auditors, or any regulatory authority or its agents, to the extent required by law, access to all correspondence, documents and records in the **appointed representative's** possession or control which are relevant to the matter. This consent will include permission to deliver up all such documents or copies of all such documents at **our** request.

5. **Offers to settle a claim**

(i) The **insured person** must tell **us** if anyone offers to settle a claim and must not negotiate or agree to a settlement without **our** written consent.

(ii) If the **insured person** does not accept an offer **we**, based on the advice of the **appointed representative**, consider reasonable to settle a claim, **we** may refuse to pay further **legal costs**.

(iii) **We** reserve the right to pay the **insured person** the reasonable amount of damages that the **insured person** is claiming, or that is being claimed against them, or negotiate a reasonable settlement of any claim, instead of starting or continuing legal proceedings. In these circumstances the **insured person** must allow **us** to take over and conduct in their name the pursuit or settlement of any claim. The **insured person** will also allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other party and must give **us** all information and assistance required.

6. **Withdrawal of coverage**

If an **insured person** settles or negotiates a claim without **our** consent, or withdraws a claim without **our** consent, or does not give to the **appointed representative** any instructions that **we** require, **we** can withdraw coverage and will be entitled to reclaim from the **insured person** any **legal costs we** have paid.

7. **Sanction limitation**

The **Insurer** shall not be deemed to provide coverage and the **Insurer** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Insurer** to any sanction, prohibition or restriction under trade or economic sanctions, laws, or regulations of Canada, the United Nations or the European Union.

8. **Assessment and recovery of costs**

(i) The **insured person** must instruct the **appointed representative** to have **legal costs** taxed, assessed or audited if **we** ask for this.

(ii) The **insured person** must take every reasonable step to recover **legal costs** that **we** have to pay and must pay **us** any amounts that are recovered.

(iii) Where a settlement is made on a without costs basis the **appointed representative** will determine what proportion of that settlement will be deemed **legal costs** and payable to or by **us**.

9. **Cancellation of a representative's appointment**

If the **appointed representative** refuses to continue acting for the **insured person**, or if the **insured person** dismisses the **appointed representative** without **our** prior consent, we may withdraw coverage for the claim.

10. **Disputes over reasonable prospects for a claim**

If there is a dispute between an **insured person** and **us** over **reasonable prospects**, the **insured person** may obtain, at their expense, an opinion, from a lawyer mutually agreed to by the **insured person** and **us**, on the merits of a claim or proceedings. If the lawyer's opinion indicates that **reasonable prospects** exist, **we** will pay the reasonable cost of obtaining the opinion.

11. **Complaint handling**

If **you** are not satisfied with any aspect of **our** service, please call **1-888-582-5586** or send an email to **customerrelations@arag.ca**.

Alternatively, you can contact us at TalkToUs@wawanesa.com.

If **you** are still not happy, **you** can contact the General Insurance OmbudService (GIO). The GIO is an independent organization which exists to help resolve problems between individuals and their insurance providers. The GIO's services are available free of charge to the customer and the GIO can be contacted by telephone (toll-free Number 1-877-225-0446), or through their website at www.giocanada.org. The GIO should be contacted only after **you** have first tried to resolve the issue directly with **us**.

If **you** are a resident of Quebec and **you** are not satisfied with the resolution offered by **us**, **you** may request that **we** send a copy of **your** file to *the Autorité des marchés financiers (AMF),* which will assess the complaint and, if necessary, offer mediation services between **you** and **us**. The *AMF* does not pay any monetary compensation with regard to consumer claims, other than cases covered under its protection and compensation programs. Additional information regarding the *AMF* complaint process can be obtained at http://www.lautorite.qc.ca/en/file-complaint-conso.html or toll free at 1-877-525-0337.

12. **Other insurance**

The **Insurer** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this coverage form did not exist.

13. **Applicable law**

This coverage form will be governed, interpreted and enforced in accordance with the laws of the province or territory where this coverage form was issued and the federal laws of Canada.

14. **Action against us**

Any action or proceeding against **us** for the recovery of any claim under this coverage form is absolutely barred unless commenced within two years after the **date of occurrence**, or prior to the expiry of the applicable limitation period in the province or territory where this coverage form was issued, whichever is earlier. Any such action or proceeding shall be held in the province or territory where this coverage form was issued and in accordance with its laws and the federal laws of Canada.

15. **Communication with us**

The **insured person** can communicate with **us** by telephone, mail or email. New claims may also be reported to **us** by mail or telephone, or via **our** website at www.arag.ca.

COMMERCIAL INSURANCE POLICY DECLARATIONS

Renewal Policy effective
Sep 01, 2022
Supersedes any previous declaration bearing the same policy number

NAMED INSURED AND ADDRESS	BROKER OFFICE
WHITEHORSE CONDO CORP #124 UNIT 111 134 SEINE SQ WHITEHORSE YT Y1A 3C3	**HUB INTERNATIONAL INSURANCE BROKERS** **101-204 LAMBERT ST** **WHITEHORSE YT Y1A 1Z4** **Telephone: 866-622-6602** **Broker Number: 0408690** **Fax: 867-667-6343**

Policy Number	Account Number	Policy Period	
31894080	33801661	From Sep 01, 2022 to Sep 01, 2023 12:01 A.M.	All times are local at the Named Insured's postal address as stated herein

Thank you for choosing The Wawanesa Mutual Insurance Company ("Wawanesa Insurance"). Your insurance policy package is your insurance contract. It includes your policy declaration and your policy wordings. Your policy declaration is a summary of the coverage and limits you have purchased. Your policy wordings, including endorsements, exclusions, limitations and conditions, provide you with a detailed explanation of your coverage. These items represent the legal contract of indemnity between you and us.

Please review the following policy coverage documents to ensure your policy meets your needs and you understand what you're covered for in the event of a claim:

- Policy declaration outlining your coverages and limits (this document)
- Policy wordings for further details of your coverages. You can download your copy at wawanesa.com/policy-wordings. You will need to enter your policy number found at the top left of this page.

For questions regarding your coverage, premium, billing, changes to your policy, including cancellation, or to request printed/emailed documents please contact your broker. For all other information, including frequently asked questions, concerns/complaints and contact details, please visit wawanesa.com or email talktous@wawanesa.com. If you need to submit a claim, visit wawanesa.com/claims or call 1-844-WAWANESA (929-2637).

Important Information about your policy:
Any operations or sales outside of Canada must be reported to Wawanesa Insurance. Contact your Broker for details.

Your Deductible(s) may have changed. Please review your policy carefully.

Your Coverage(s) may have changed. Please contact your Broker to review your policy.

The **Legal Expense Coverage** on your policy includes unlimited access to the **Telephone Legal Helpline Service**. This service is available for any legal issue, regardless of whether it is covered by your policy. To contact this service, call 1-877-347-5399. Please see your policy wording for coverage details and further information.

Personal Information Notice:
By purchasing insurance from Wawanesa, you are providing Wawanesa with the consent of all individuals insured under this policy to the collection, use and disclosure of their personal information for the purposes of communicating with them, underwriting risks on a prudent basis, investigating and paying claims, detecting and preventing fraud, offering and providing property and casualty insurance products and services to them, compiling statistics and analyzing business results, and acting as required or authorized by law. This consent applies to personal information previously collected by Wawanesa and to personal information which it may

Access your policy wordings online, anytime.

Ensure your policy meets your needs, and know what you're covered for in the event of a claim.

Scan the QR code to view your policy wordings, or visit wawanesa.com/policy-wordings

This policy contains a clause which may limit the amount payable.

"Wawanesa Insurance" is **The Wawanesa Mutual Insurance Company** and is the licensed insurer of this policy.

collect in the future for the purposes identified above. Wawanesa may at times use third party service providers to process or store personal information on its behalf. In these circumstances, the service providers are provided with only the information necessary to perform such services. In addition, Wawanesa requires them to protect the information in a manner that is consistent with its Personal Information Protection Policy and security practices. In the event that a service provider is located in a foreign jurisdiction, it is bound by the laws of that jurisdiction, which may require it to disclose personal information to the courts, law enforcement agencies, or national security authorities of the jurisdiction.

You can view our Privacy Policy at https://wawanesa.com/privacy-policy. If you have any questions or concerns about this policy or our privacy practices, please contact us at privacy@wawanesa.com or 1-844-241-0226.

Realty Select Plus

Named Insured(s): WHITEHORSE CONDO CORP #124

Policy Number: 31894080 **Account Number:** 33801661 **Policy Period:** September 1, 2022 to September 1, 2023 12:01 A.M.

Form of Organization : Corporation

Description of the Business and Operations of the Named Insured(s): 20 Apartment Style Condominium - 2 Buildings

Your full term premium is $21,515.00. Refer to the breakdown of premiums below.

Policy Summary

Location Number	Location Description	Premium per Location
1	134 SEINE SQ, WHITEHORSE YT	$19,124.00
	Premium Subtotal for Locations	**$19,124.00**
	Premium Subtotal for Tools	Included
	Premium Subtotal for Inland Marine (Miscellaneous)	Included
	Premium Subtotal for Commercial Liability	$779.00
	Premium Subtotal for Non-Owned Auto	$150.00
	Premium Subtotal for Cyber	Included
	Premium Subtotal for Crime	Included
	Premium Subtotal for Miscellaneous	Included
	Premium Subtotal for Enhancement	$1,462.00
	Total Policy Premium	**$21,515.00**

Your insurance policy includes your policy wordings. To access this document and download a copy, please visit wawanesa.com/policy-wordings.

Insured Premises

Location Number	Location Description	Principal Operations / Occupancy
1	134 SEINE SQ, WHITEHORSE YT Y1A 3C3	20 Apartment Style Condominium - 2 Buildings

Building & Contents - Location 1	Amount of Insurance	Deductible	Premium
Building 1: Year Built: 2008; Number of Storeys: 3; Construction: Frame and All Other; Heat: Electric Radiant; Sprinklered: No Sprinklers Principal Operations / Occupancy: 20 Apartment Style Condominium - 2 Buildings			

Building & Contents - Location 1	Amount of Insurance	Deductible	Premium
Coverage A - Buildings - Building and Business Contents Coverage Form (Broad Form) - Form WA3000 05 2022 No Coinsurance Valuation Basis is Replacement Cost Inflation Protection: 5%	$8,741,800	$10,000	$17,338.00
Water Damage Deductible - Form WA3034 11 2019		$25,000	
Premium Subtotal for Building & Contents - Location 1			**$17,338.00**

Location 1	Amount of Insurance	Deductible	Premium
Business Income Coverage Actual Loss Sustained (Profits) - Form WA3200 02 2019 Business Income including Rental Value			Included
Equipment Breakdown Coverage Form - Form WA8002 11 2019 Option 3 Non-Perishable Stock Limit	$8,741,800	$10,000	Included
Miscellaneous Endorsement - MANUSCRIPT - AMENDMENT - BLANKET BY-LAWS AMOUNT OF INSURANCE - Form WA3999-L1P1 (See Endorsement Form for additional details)			Included
Miscellaneous Endorsement - LMA5393 COMMUNICABLE DISEASE EXCLUSION ENDORSEMENT - Form WA3999-L1P2 (See Endorsement Form for additional details)			Included
Condominium Corporation Additional Coverages - Form WA3035 11 2019 Trustee's Fees Additional Coverage Common Expense Additional Coverage Relocation Expense Additional Coverage	 $50,000 $25,000 $10,000		Included
Earthquake - Form WA3044 11 2019 Deductible is 5% of the Amount of Insurance subject to a Minimum Deductible of $100,000	$8,741,800		$1,001.00
Flood - Form WA3043 11 2019	$8,741,800	$25,000	$339.00
Sewer Backup - Form WA3001 11 2019	$8,741,800	$25,000	$446.00
Premium Subtotal for Location 1			**$1,786.00**

Enhancement	Amount of Insurance	Premium
Property Enhancement		
Building and Business Contents Coverage - Plus Enhancement - Form WA3506 11 2019 **Cyber Loss (Commercial and Farm Liability) Policyholder Notice** - Form PH1687.2 05 2022 **Cyber Loss (Property) Policyholder Notice** - Form PH1687.1 05 2022 **Legal Expense PolicyHolder Notice EROC** - Form PH1633_1 12 2021		$11.00
Blanket By-Laws	Included	Included
Blanket Glass Deductible $1,000	Included	Included
Brands and Labels	$50,000	Included
Business Contents - Seasonal Increase	Included	Included
Catch All Clause - Aggregate Limit	$25,000	Included
Consequential Loss	Included	Included
Conviction Reward	$10,000	Included
Damage to Building by Theft	Included	Included
Debris Removal	$100,000	$11.00
Eco-Friendly Coverage Enhancement	$50,000	Included
Electronic Data Processing - Duplicates	$5,000	Included
Electronic Data Processing Research Costs	$50,000	Included

Enhancement	Amount of Insurance	Premium
Extra Expense	$50,000	Included
Flex Protect - Aggregate Limit Accounts Receivable Automatic Fire Suppression System - Accidental Discharge Exterior Paving Fine Arts Fire Department Service Charges Master Key Outdoor Trees, Shrubs, Flowers, Plants Personal Effects and Property of Others Professional Fees Valuable Papers and Records Research Costs	$250,000	Included
Home Office	$25,000	Included
Inflation Protection	5%	Included
Jewellery	Included	Included
Leasehold Interest	$25,000	Included
Loss Caused by Damage to Off-Premises Utilities	$100,000	Included
Newly Acquired or Newly Constructed Property Newly Acquired or Constructed Buildings Business Contents at Newly Acquired Locations Newly Acquired Business Contents Number of Consecutive Days : 60	 $1,000,000 $500,000 $100,000	Included
Outdoor Signs	$25,000	Included
Pollutant Clean Up and Removal	$100,000	Included
Preservation of Property	Included	Included
Property Manager's Claim Expense	$25,000	Included
Property Off-Premises Including In Transit	$50,000	Included
Water Damage, Other Liquids, Powder or Molten Material Damage	Included	Included
Business Income Enhancement		
Business Income - Plus Enhancement - Form WA3511 11 2019		Included
Broadened Coverage for Newly Acquired Locations Number of Consecutive Days: 60	Included	Included
Business Income from Dependent Properties	$50,000	Included
Business Income from Neighbouring Property	$50,000	Included
Increased Period of Restoration Due to By-Laws	$100,000	Included
Internet Service Provider Breakdown	$2,500	Included
Loss Caused by Damage to Off-Premises Utilities	$25,000	Included
Mortgage Rate Guarantee	$50,000	Included
Professional Fees	$5,000	Included
Premium Subtotal for Enhancement		**$1,462.00**

Unscheduled Tools	Amount of Insurance	Deductible	Premium
Tool Coverage Form (Broad Form) - Form WA3140 05 2022			
Unscheduled Tools Any One Item or Set of Items Newly Acquired Property Additional Coverage No Coinsurance Valuation basis is Replacement Cost (60 Months or newer)	$10,000 $2,500 $2,500	$1,000	Included
Premium Subtotal for Unscheduled Tools			**Included**

Inland Marine (Miscellaneous)	Amount of Insurance	Deductible	Premium
Installation Coverage Form - Form WA3038 05 2022	$20,000	$1,000	Included
Premium Subtotal for Inland Marine (Miscellaneous)			**Included**

Commercial Liability	Amount of Insurance	Deductible	Premium
Commercial General Liability Coverage Form - Form WA6000 05 2022			$779.00
Products-Completed Operations Aggregate	$2,000,000		
Each Occurrence	$2,000,000		
Personal and Advertising Injury Liability	$2,000,000		Included
Medical Payments - Any One Person	$10,000		Included
Tenants' Legal Liability	$1,000,000		Included
Deductible - Bodily Injury Liability, Per Occurrence basis			
Deductible - Property Damage Liability, Per Occurrence basis			
Removal of General Aggregate - Form WA6038 11 2019			
Broad Form Completed Operations - Form WA6014 11 2019			
Employee Benefits Liability Coverage - Form WA6002 08 2018	$1,000,000	$1,000	Included
Coverage - Employer's Liability - Form WA6015 11 2019			Included
Each Occurrence	$2,000,000		
Communicable Disease Exclusion Form - Form WA6095 03 2021			Included
Premium Subtotal for Commercial Liability			**$779.00**

Commercial Liability Exposures

Description	Industry Code	Basis	Basis Type	Rate	Advance Premium (Portion of Commercial Liability Premium)
Building Owners' Risk (Realty) - Apartment Style - 9 Storey or Less - No Mercantile Occupancy - Condominium (Not Townhouses)	665001	20	Per Suite	$0.00	$779.00

Non-Owned Auto	Amount of Insurance	Deductible	Premium
Standard Non-Owned Automobile Policy - Form SPF 6 07 2020	$2,000,000		$50.00
Contractual Liability Endorsement - Form SEF 96 07 2020			
Legal Liability for Damage to Hired Automobiles Endorsement - Form SEF 94 07 2020	$50,000	$1,000	$100.00
Excluding Long Term Leased Vehicles - Form SEF 99 07 2020			Included
Premium Subtotal for Non-Owned Auto			**$150.00**

Cyber	Amount of Insurance	Deductible	Premium
Cyber Coverage Form - Form WA8110 08 2020			Included
Data Compromise Response Expenses			
Aggregate Limit	$50,000	$1,000	
Sublimit Per Occurrence:			
Forensic IT Review - Amount of Insurance	$25,000		
Legal Review - Amount of Insurance	$25,000		
Public Relations - Amount of Insurance	$5,000		
Regulatory Fines and Penalties - Amount of Insurance	$25,000		
PCI Fines and Penalties - Amount of Insurance	$25,000		
1st Party Named Malware - Amount of Insurance	$50,000		
As a policyholder with Cyber Coverage, you receive free access to eRisk Hub®, a portal providing valuable data risk management tools, content and resources. Go to https://eriskhub.com/wawanesa Access code: 691160-184			
Premium Subtotal for Cyber			**Included**

Crime	Amount of Insurance	Deductible	Premium
Commercial Crime Coverage Form - Form WA3600 11 2020			Included
Armoured Motor Vehicle	$10,000		
Computer Fraud	$10,000		
Credit Card Forgery	$10,000		
Employee Dishonesty	$25,000		
Forgery or Alteration	$10,000		
Funds Transfer Fraud	$10,000		
Money Orders and Counterfeit Paper Currency	$10,000		
Money, Securities and Other Property	$10,000		
Employee Dishonesty - Third Party Bond - Form WA3607 11 2019			
Include Non-Compensated Directors and Officers as Employees - Form WA3609 11 2019			
Premium Subtotal for Crime			**Included**

Miscellaneous	Amount of Insurance	Deductible	Premium
Legal Expense Insurance for Select - Form WA8200 12 2021			Included
Employment Disputes	$100,000		
Legal Defence	$100,000		
Small Claims Court Contract Disputes & Debt Recovery	$100,000		
Statutory Licence Protection	$100,000		
Property Protection	$100,000		
Bodily Injury	$100,000		
Tax Protection	$100,000		
Telephone Legal Helpline Service (1-877-347-5399)	Unlimited		
Aggregate Limit per Annual Period	**$500,000**		
Premium Subtotal for Miscellaneous			**Included**

This policy is subject to: Common Policy and Property Conditions WA2999 08 2021; Statutory Conditions (Yukon) - SC0 08 2021; PH1687.1 05 2022; PH1633_1 12 2021; PH1687.2 05 2022; It includes the CEO Signature page Form WA2990 08 2018.

Policyholder meeting notice:
Policyholders in good standing can attend and vote (in person or by proxy) at meetings of the policyholders of Wawanesa Insurance. If you want to receive notice of these meetings, please visit wawanesa.com/annual-meeting.

Wawanesa Insurance

SUBSCRIPTION ENDORSEMENT

Renewal Policy effective
Sep 01, 2022
Supersedes any previous declaration bearing the same policy number

NAMED INSURED AND ADDRESS	BROKER OFFICE
WHITEHORSE CONDO CORP #124 UNIT 111 134 SEINE SQ WHITEHORSE YT Y1A 3C3	**HUB INTERNATIONAL INSURANCE BROKERS** **101-204 LAMBERT ST** **WHITEHORSE YT Y1A 1Z4** **Telephone: 866-622-6602** **Broker Number: 0408690** **Fax: 867-667-6343**

Policy Number	Account Number	Policy Period	
31894080	33801661	From Sep 01, 2022 to Sep 01, 2023 12:01 A.M.	All times are local at the Named Insured's postal address as stated herein

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUBSCRIPTION ENDORSEMENT - Form WA3006

This endorsement modifies insurance provided under your policy.

Certain coverages in your policy are written on a subscription basis. This means that more than one insurer participates in such coverage.

1. Each company shown in the Schedule of Subscribing Companies participates in this insurance. Each such company will pay the percentage of covered loss or damage that the Percentage Insured shown beside its name bears to the total amount of covered loss or damage under the Coverage Insured.
2. Each company shown in the Schedule of Subscribing Companies is severally and not jointly liable for its participation. Each such company has, for itself and not for others, caused this Subscription Endorsement to be signed by its authorized representative.
3. The inability or failure of one company shown in the Schedule of Subscribing Companies to pay its share of loss or damage will not increase, change or in any other way affect the obligation of any other company shown in such schedule.

Schedule of Subscribing Companies

Company	Percentage Insured	Coverage Insured	Premium	Signature
Wawanesa Insurance	100% 100% 100% 100% 100% 100% 100% 51%	Crime Cyber Equipment Breakdown Inland Marine Legal Expense Liability Non-Owned Auto Property	$0.00 $70.00 $1,198.00 $0.00 $183.00 $779.00 $150.00 $9,759.00	
Aviva Insurance Company of Canada As Arranged by Cansure	10%	Property	$1,914.00	
Certain Lloyds Underwriters under Agreement No B0572NA22BC01 as arranged by Cansure	10%	Property	$1,914.00	
Certain Lloyd's Underwriters under contract B0572NA22BC04 as arranged by Cansure	9%	Property	$1,720.00	
Certain Lloyd's Underwriters under contract B0572NA22BC05 as arranged by Cansure	10%	Property	$1,914.00	
Everest Insurance Company of Canada as arranged by Cansure	10%	Property	$1,914.00	
		Total	**$21,515.00**	

"Wawanesa Insurance" is **The Wawanesa Mutual Insurance Company** and is the licensed insurer of this policy.

Wawanesa Insurance

COMMERCIAL INSURANCE POLICY MANUSCRIPT ENDORSEMENT

Renewal Declaration effective
Sep 01, 2022
Supersedes any previous declaration bearing the same policy number

NAMED INSURED AND ADDRESS	BROKER OFFICE
WHITEHORSE CONDO CORP #124 UNIT 111 134 SEINE SQ WHITEHORSE YT Y1A 3C3	**HUB INTERNATIONAL INSURANCE BROKERS** **101-204 LAMBERT ST** **WHITEHORSE YT Y1A 1Z4** **Telephone: 866-622-6602** **Broker Number: 0408690** **Fax: 867-667-6343**

Policy Number	Account Number	Policy Period	
31894080	33801661	From Sep 01, 2022 to Sep 01, 2023 12:01 A.M.	All times are local at the Named Insured's postal address as stated herein

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MANUSCRIPT - AMENDMENT - BLANKET BY-LAWS AMOUNT OF INSURANCE - Form WA3999 - L1P1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
MANUSCRIPT - AMENDMENT - BLANKET BY-LAWS AMOUNT OF INSURANCE

This endorsement modifies insurance provided under the following:
BUILDING AND BUSINESS CONTENTS COVERAGE - BASE ENHANCEMENT (WA3500)
BUILDING AND BUSINESS CONTENTS COVERAGE - PLUS ENHANCEMENT (WA3506)

SCHEDULE - BY-LAWS AMOUNT OF INSURANCE
Location(s) “all locations”

This endorsement applies only to locations shown in the SCHEDULE - BY-LAWS AMOUNT OF INSURANCE above.

Blanket By-Laws Additional Coverage is amended as shown below:
The following replaces Paragraph (ii):
(ii) The most we will pay under this Blanket By-Laws Additional Coverage is the lesser of the following:
(1) 10% of the amount of insurance applicable to the covered locations; or
(2) $1,000,000 per covered location
Such amount is in addition to any other applicable Amount of Insurance.

All other terms and conditions remain unchanged.

00111 08-2021

All other terms, conditions and exclusions of the policy remain unchanged.

This policy contains a clause which may limit the amount payable.

COMMERCIAL INSURANCE POLICY MANUSCRIPT ENDORSEMENT

Renewal Declaration effective
Sep 01, 2022
Supersedes any previous declaration bearing the same policy number

NAMED INSURED AND ADDRESS	BROKER OFFICE
WHITEHORSE CONDO CORP #124 UNIT 111 134 SEINE SQ WHITEHORSE YT Y1A 3C3	**HUB INTERNATIONAL INSURANCE BROKERS** **101-204 LAMBERT ST** **WHITEHORSE YT Y1A 1Z4** **Telephone: 866-622-6602** **Broker Number: 0408690** **Fax: 867-667-6343**

Policy Number	Account Number	Policy Period	
31894080	33801661	From Sep 01, 2022 to Sep 01, 2023 12:01 A.M.	All times are local at the Named Insured's postal address as stated herein

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LMA5393 COMMUNICABLE DISEASE EXCLUSION ENDORSEMENT - Form WA3999 - L1P2

Page 1 of 2 LMA5393/MFICDX (09/00)
COMMUNICABLE DISEASE EXCLUSION ENDORSEMENT
Applicable to Insurer(s) as arranged by Cansure

It is hereby understood and agreed that the following exclusion applies to the subscription share of each insurer as arranged by Cansure under the following property insurance policy:
Name Insured: WHITEHORSE CONDO CORP #124
Lead Insurer: WAWANESA INSURANCE
Lead Policy Number: 31894080
Policy Effective Date: SEPTEMBER 1, 2022

COMMUNICABLE DISEASE EXCLUSION ENDORSEMENT #1 LMA5393 (For use on property policies)
1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
2.1. for a Communicable Disease, or
2.2. any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or
between organisms, and
3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of
property insured hereunder.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the policy remain the same.
COMMUNICABLE DISEASE EXCLUSION #2 MFICDX (For use on property policies)
Notwithstanding any other provision of this policy to the contrary, this policy does not insure the following::
a. What is not covered?
1. We will not pay for any:
a. loss or claim;
b. additional or increased costs;
c. emergency evacuation costs, or restricted access costs;

NAMED INSURED AND ADDRESS	BROKER OFFICE
WHITEHORSE CONDO CORP #124 UNIT 111 134 SEINE SQ WHITEHORSE YT Y1A 3C3	**HUB INTERNATIONAL INSURANCE BROKERS** **101-204 LAMBERT ST** **WHITEHORSE YT Y1A 1Z4** **Telephone: 866-622-6602** **Broker Number: 0408690** **Fax: 867-667-6343**

Policy Number	**Account Number**	**Policy Period**	All times are local at the Named Insured's postal address as stated herein
31894080	33801661	From Sep 01, 2022 to Sep 01, 2023 12:01 A.M.	

d. costs to clean-up, detoxify, remove, monitor, test, prevent, or implement;
e. economic loss;
f. loss of market, loss of use, or loss of occupancy;
g. physical loss or damage to insured property;
h. compensatory damages; nor for
i. bodily injury;
caused or resulting from, directly or indirectly, in any way by:
i. an endemic, epidemic, pandemic, or outbreak of a communicable disease;
ii. any contamination of or exposure to any infectious agent, disease, virus, pathogen, or other microorganism which includes or is capable of inducing distress, illness, disease, death, or property damage;
nor by
iii. any activity, order, or decision made by a Canadian civil authority, or other government entity to pr respond, respond to, reduce, or control any item or event listed in (i) and (ii) above;
and this exclusion applies to and modifies any coverage otherwise provided by this policy.

SECTION TWO - CONDITIONS OF THIS FORM
1. Except where modified by this form, all other terms of your policy apply and are incorporated by reference.

All other terms, conditions and exclusions of the policy remain the same.

All other terms, conditions and exclusions of the policy remain unchanged.

PLEASE REVIEW YOUR DOCUMENTS CAREFULLY AS WE HAVE MADE CHANGES TO SOME OF THE POLICY WORDINGS.

We have made some changes to your Legal Expense coverage form. The form number shown on your policy for this coverage is WA8200, WA8201, WA8202, WA8210, WA8211, WA8212 or WA8213.

Wawanesa is your insurer – we provide your coverage and pay your claims – but your Legal Expense coverage is managed for us by another company. The name of this company has changed to ARAG Legal Solutions Inc.

We have added a new provision to your Legal Expense coverage form, called MAKING A CLAIM. This provides direction on how to contact us if you have a claim that is covered by this form.

We have also made some formatting adjustments and other minor amendments.

None of these change the coverages provided by your Legal Expense form. Please contact your broker if you have any questions.

PLEASE REVIEW YOUR DOCUMENTS CAREFULLY AS WE HAVE MADE CHANGES TO SOME OF THE POLICY WORDINGS.

With the recent rapid advancement in technology, losses due to cyber risks have risen sharply. As coverage and pricing for cyber loss are not contemplated in your policy, we have added a new exclusion for Cyber loss to our property wordings, including the Building and Business Contents forms and inland marine (floater) forms.

This will result in a reduction in coverage.

Please contact your broker if you have any questions.

PLEASE REVIEW YOUR DOCUMENTS CAREFULLY AS WE HAVE MADE CHANGES TO SOME OF THE POLICY WORDINGS.

With the recent rapid advancement in technology, losses due to cyber risks have risen sharply. As coverage and pricing for cyber loss are not contemplated in your policy, we have made 2 major changes to the following liability forms:

Commercial General Liability Coverage Form

Farm General Liability Coverage Form

The 2 major changes are:

1. We have added a new exclusion for Cyber and Electronic Data; and
2. Because electronic data is now excluded in the new Cyber and Electronic Data exclusion, we have amended the Electronic Data and Access or Disclosure of Confidential or Personal Information exclusion to now only exclude Access or Disclosure of Confidential or Personal Information.

Both of these changes will result in a reduction in coverage.

We have also amended the definition of electronic data to better fit with today's technology.

Please contact your broker if you have any questions.

BUILDING AND BUSINESS CONTENTS COVERAGE FORM
(Broad Form)

Words and phrases in quotation marks have special meaning as defined in **G**. **DEFINITIONS**.

Whenever the following words are used in this Coverage Form, they will be specifically defined as follows:
You and **your** means the **Named Insured**.
We, **us** and **our** means **The Wawanesa Mutual Insurance Company**.

A. INSURED PROPERTY AND PERILS

We will pay for direct physical loss or damage to Insured Property at the “premises” described in the Declarations caused by or resulting from a peril not otherwise excluded.

1. Insured Property

Insured Property, as used in this Coverage Form, means the following types of property for which an Amount of Insurance is shown in the Declarations:

Coverage A - Buildings

We insure buildings or structures at the "premises" described in the Declarations, including:

(a) Other buildings or structures at such "premises", including garages, storage buildings, shipping containers and unlicensed trailers used for storage;
(b) Permanently installed fixtures, fittings, machinery and equipment;
(c) Outdoor signs, if permanently attached to a covered building;
(d) Outdoor fixtures;
(e) Materials, equipment and supplies on the "premises", owned by you and used to maintain or service an insured building or structure or its "premises";
(f) Completed additions;
(g) If not covered by other insurance:
  (i) Additions under construction, alterations and repairs to the building or structure;
  (ii) Materials, equipment, supplies and temporary structures, used for making additions, alterations or repairs to an insured building or structure.
(h) Growing plants, trees, shrubs and flowers used for decorative purposes inside a building you own.

Coverage B - Business Contents

We insure Business Contents located in or on the buildings at the described "premises" including:

(a) Property you own that is used in your business, including furniture, fixtures, machinery, equipment, "stock" and work or goods in progress;
(b) Similar property owned by others that is in your care, custody or control and that you are contractually obligated to insure, or for which you are legally liable for loss or damage.
(c) **(i)** Tenants' improvements and betterments, including those completed by a previous tenant. Improvements and betterments are fixtures, alterations, installations or additions:
  (1) Made a part of the building or structure you occupy but do not own; and
  (2) You acquired or made at your expense but cannot legally remove.
  (ii) If the "premises" is a condominium "unit" that you own, the improvements, betterments, fixtures and alterations within your "unit", including those completed by a previous tenant.

Coverage B does not include any property described in Coverage A.

Coverage C - Property of Every Description

We insure Buildings and Business Contents as described in **Coverage A - Buildings** and **Coverage B – Business Contents** above.

2. Insured Perils

Except as otherwise provided, this Coverage Form insures against all risks of direct physical loss of or damage to Insured Property.

B. EXCLUDED PROPERTY AND PERILS

1. Excluded Property

We will not insure loss of or damage to:

(a) Money, "cash cards", electronic currency (e-currency), notes, securities, bank notes, stamps, tickets (except lottery tickets held for sale), tokens, bills, or evidence of debt or title;
(b) Automobiles, trailers, watercraft, amphibious or air cushion vehicles, aircraft, spacecraft, motors, including equipment and accessories attached to or mounted onto all such property;
  This exclusion **(b)** does not apply to:
  (i) Watercraft, amphibious or air cushion vehicles, land vehicles or self-propelled machines (other than licensed automobiles), that you hold for sale or that have been sold but not delivered;
  (ii) Unlicensed automobiles or unlicensed trailers held for sale or used in your business when on your "premises";
(c) Crops, lawns, trees, shrubs, flowers or plants (other than "stock" of trees, shrubs, flowers or plants), all while outside buildings.

This exclusion **(c)** does not apply to lawns, trees, shrubs, flowers or plants on a vegetative roof; however, loss or damage caused by or resulting from the following perils is not insured:
(i) Dampness or dryness of atmosphere;
(ii) Changes in or extremes of temperature, heating or freezing; or
(iii) Rain, snow, ice, sleet or hail;

(d) Animals, fish or birds. This exclusion **(d)** does not apply to loss or damage caused directly by:
(i) A "Named Peril"; or
(ii) Theft or attempted theft;
to animals, fish or birds that are not "livestock";

(e) Sewers, drains and watermains located beyond the outside walls or foundation of your building. This exclusion **(e)** does not apply to loss or damage to sewers, drains or watermains located within the property lines of your "premises", caused directly by a "Named Peril".

(f) Property which, to your knowledge, has been vacant, unoccupied or shut down for more than 60 consecutive days. A building that is under construction, will not be considered vacant, unoccupied or shut down.

(g) Bridges, roadways, walkways, parking lots or other exterior paved surfaces;

(h) Property:
(i) Insured under the terms of any marine insurance; or
(ii) While waterborne, except while on a regular ferry or railway car transfer in connection with land transportation;

(i) Property after the time it leaves your custody if it is:
(i) Loaned, rented or leased to others; or
(ii) Sold by you under conditional sale, installment payment or other deferred payment plan.
This exclusion **(i)** does not apply while such property is in the custody of a carrier for hire for the purpose of delivery at your risk.

(j) Land, land value, water or groundwater. This exclusion **(j)** does not apply to packaged water products or water inside a storage tank that is used in your manufacturing or processing operations.

(k) Property:
(i) Illegally acquired, kept, stored or transported; or
(ii) Seized or confiscated for breach of any law or by order of any public authority.

(l) Property containing any polychlorinated biphenyls (also known as PCBs);

(m) Any:
(i) Pressure vessel, including its connected piping and equipment, which has normal internal working pressure greater than 103 kilopascals (15 pounds per square inch) above atmospheric pressure; or
(ii) Boiler, including its connected piping and equipment, which contains steam or water under steam pressure (except tanks having an internal diameter of 610 millimetres (24 inches) or less used for the storage of hot water for domestic use);
caused directly or indirectly by explosion, collapse, rupture, bursting, cracking, burning out or bulging of such property while connected and ready for use.
This exclusion **(m)** does not apply to:
(1) Manually portable gas cylinders;
(2) Explosion of natural, coal or manufactured gas; or
(3) Explosion of gas or unconsumed fuel within a furnace or within the gas passages from the furnace to the atmosphere;

(n) "Fine arts";

(o) "Crop inputs" or "crop outputs". This exclusion **(o)** does not apply to "crop inputs" that you hold for sale or that have been sold but not delivered.

2. Excluded Perils
SECTION I
We will not pay for loss or damage caused directly or indirectly:

(a) In whole or in part, by earthquake. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, except for loss or damage caused directly by resultant fire, explosion, smoke or leakage from "fire protective equipment", all as described and limited in the "Named Perils" definition in Section **G. DEFINITIONS**.
This exclusion **(a)** does not apply to Insured Property in transit;

(b) In whole or in part, by "flood". This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, except for loss or damage caused directly by resultant fire, explosion, smoke, leakage from "fire protective equipment", riot, vandalism or malicious acts, all as described and limited in the "Named Perils" definition in Section **G. DEFINITIONS**, and theft or attempted theft.
This exclusion **(b)** does not apply to Insured Property in transit or loss or damage caused directly by leakage from a watermain or "water container";

(c) **(i)** **(1)** By seepage, leakage or influx of water derived from natural sources through basement walls, doors, windows or other openings, foundations, basement floors, sidewalks or sidewalk lights;
(2) By water under the ground surface exerting pressure on any foundation or basement wall; or
(3) By the backing up or overflow of water from sewers, sumps, septic tanks or drains, wherever located,
unless concurrently and directly caused by a peril not otherwise excluded;
(ii) **(1)** By the entrance of rain, sleet or snow through doors, windows, skylights, roof drains or other similar wall or roof openings; or
(2) By the entrance of water or natural precipitation diffused over the surface of the roof or balcony,
unless through an aperture concurrently and directly caused by a peril not otherwise excluded;

(d) By centrifugal force, mechanical breakdown, electrical breakdown or derangement. This exclusion does not apply to loss or damage caused directly by a resultant peril not otherwise excluded;

(e) **(i)** By dampness or dryness of atmosphere;
(ii) By changes in or extremes of temperature, or by heating or freezing; or
(iii) By total or partial interruption to the supply of electricity, water, gas, oil or steam.
This exclusion **(e)** does not apply to:
(1) Loss or damage caused directly by rupture of pipes or breakage of apparatus not excluded in **(m)** of Section **B.1. Excluded Property**;
(2) Damage to pipes caused directly by freezing, unless such pipes are excluded in **(e)** and **(m)** of Section **B.1. Excluded Property**;
(3) Loss of or damage to Insured Property other than "stock" caused directly by a "Named Peril", theft or attempted theft; or
(4) Loss or damage caused directly by an accident to a transporting conveyance;

(f) **(i)** By shrinkage, evaporation, loss of weight, leakage of contents, exposure to light, or change in colour or texture or finish;
(ii) By contamination;
(iii) By marring, scratching or crushing.
This exclusion **(f)** does not apply to loss or damage caused directly by:
(1) "Named Perils";
(2) Rupture of pipes or breakage of apparatus not excluded in **(e)** and **(m)** of Section **B.1. Excluded Property**;
(3) Theft or attempted theft;
(4) An accident to a transporting conveyance;

(g) By smoke from agricultural smudging or industrial operations;

(h) By gnawing, nesting or infestation, or discharge or release of waste products or secretions, by animals, insects or birds. This exclusion **(h)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded;

(i) By delay, loss of market, or loss of use or occupancy;

(j) In whole or in part, by war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;

(k) **(i)** By any nuclear incident (as defined in the *Nuclear Liability and Compensation Act* (Canada) or any other nuclear liability act, law or statute, or any amending law) or nuclear explosion. This exclusion applies whether or not there are one or more causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, except loss or damage caused directly by resultant fire, lightning or explosion of natural, coal or manufactured gas, all as described in the "Named Perils" definition in Section **G. DEFINITIONS**;
(ii) By contamination by radioactive material. This exclusion applies whether or not there are one or more causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;

(l) **(i)** By any dishonest or criminal act committed by you or your agent, acting alone or in collusion with others;
(ii) By theft or attempted theft committed by any employee of yours, acting alone or in collusion with others;
(iii) By any dishonest or criminal act committed by anyone, except as stated in **(l) (ii)**, when you or your agent knew or ought to have known of the dishonest or criminal act prior to the loss or damage.
This exclusion **(l) (iii)** does not apply if, upon becoming aware of the dishonest or criminal act and prior to the loss or damage, you or your agent immediately notifies the police and us.
These exclusions **(l) (i)** and **(l) (iii)** above do not apply to a claim by an "innocent co-insured" for loss of or damage to property in which they have a legal interest, but only to the extent of their proportional interest in that property;

(m) By snowslide, landslide, subsidence or other earth movement. This exclusion does not apply to Business Contents, property in transit, or to loss or damage caused directly by resultant fire, explosion, smoke or leakage from "fire protective equipment", all as described in the "Named Perils" definition in Section **G. DEFINITIONS**;

(n) By explosion (except explosion of natural, coal, or manufactured gas), collapse, rupture, bursting, cracking, burning out or bulging of the following property owned, operated or controlled by you:
(i) The portions containing steam or water under steam pressure of all boilers generating steam, and piping or other equipment connected to such boilers and containing steam or water under steam pressure;
(ii) Piping and apparatus or their parts normally containing steam or water under steam pressure from an external source and while under such pressure;

(iii) Other vessels and apparatus and their connected pipes while under pressure, or while in use or in operation, provided their maximum normal internal working pressure exceeds 103 kilopascals (15 pounds per square inch) above atmospheric pressure, but this exclusion does not apply to loss or damage resulting directly from the explosion of manually portable gas cylinders or of tanks having an internal diameter of 610 millimetres (24 inches) or less used for the heating and storage of hot water for domestic use;

(iv) Moving or rotating machinery or its parts;

(v) Any vessels and apparatus and their connected pipes while undergoing pressure tests, but this exclusion does not apply to other Insured Property that has been damaged by such explosion;

(vi) Gas turbines.

This exclusion **(n)** does not apply to loss or damage caused by resultant fire;

(o) By settling, expansion, contraction, moving, shifting or cracking. This exclusion does not apply to Business Contents or to loss or damage caused directly and concurrently by a peril not otherwise excluded;

(p) Proximately or remotely, arising in consequence of or contributed to by the enforcement of any by-law, regulation, ordinance, building code, construction code or law regulating zoning or the demolition, use, repair or construction of buildings or structures, including the cost of removing any debris.
This exclusion **(p)** applies whether or not the building or structure has sustained direct physical loss or damage;

(q) By seizure or destruction of property by order of governmental authority. But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread;

(r) By artificially generated electric current, including electric arcing, that disturbs electrical devices, appliances or wires. But if loss or damage by fire or explosion results, we will pay for that resulting loss or damage;

(s) By rain, snow, ice or sleet to Business Contents in the open;

(t) By unauthorized instructions to transfer property to any person or to any place;

(u) **(i)** By wear and tear;

(ii) By rust, corrosion, oxidation or chemical reduction;

(iii) By gradual deterioration, wet or dry rot, hidden or latent defect or any quality in property that causes it to damage or destroy itself.

This exclusion **(u)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded;

(v) By faulty, improper or defective material, workmanship or design.
This exclusion **(v)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded.
We will not pay for any cost to correct or make good the faulty, improper or defective material, workmanship or design, or to tear down, tear out, repair or replace any property to correct the faulty, improper or defective material, workmanship or design;

(w) By unexplained loss, mysterious disappearance, or the shortage of Business Contents disclosed on taking inventory;

(x) By voluntary parting with any property by you or anyone entrusted with the property if induced to do so with the use or unauthorized use of any financial instrument, including any fraudulent, forged or altered credit card, debit card, "cash card", electronic currency (e-currency), bank draft, cheque, money order or counterfeit currency;

(y) To Business Contents while actually being worked upon and directly resulting from such work or caused by any repairing, adjusting or servicing of such property. This exclusion **(y)** does not apply to loss or damage caused directly by resultant fire or explosion.

SECTION II

(a) Pollution

We will not pay for:

(i) Loss or damage caused directly or indirectly by any actual or alleged spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants", or the cost or expense of any resulting clean up. This exclusion does not apply:

(1) If the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants" occurs during the policy period and is directly caused by a peril not otherwise excluded; or

(2) To loss or damage caused directly by a resultant peril not otherwise excluded;

(ii) The cost or expense for any testing, monitoring, evaluating or assessing of an actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants".

(b) Data

(i) We will not pay for loss or damage to "data".

(ii) We will not pay for loss or damage caused directly or indirectly by a "data problem". This exclusion **(b)(ii)** does not apply to loss or damage caused directly by resultant fire, explosion, smoke or leakage from “fire protective equipment”, all as described in the "Named Perils" definition in Section **G. DEFINITIONS**;

(c) Fungi and Spores

We will not pay for:

(i) Loss or damage consisting of or caused directly or indirectly, in whole or in part, by any "fungi" or "spores". This exclusion does not apply:

(1) If the "fungi" or "spores" are directly caused by a peril not otherwise excluded in this form that occurs during the policy period; or

(2) To loss or damage caused directly by a resultant peril not otherwise excluded in this form;

(ii) The cost or expense for any testing, monitoring, evaluating or assessing of "fungi" or "spores".

(d) Terrorism

This Coverage Form does not insure loss or damage caused directly or indirectly, in whole or in part, by "terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism". This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect.

(e) Communicable Disease

We will not pay for:

(i) Loss or damage caused directly or indirectly, in whole or in part, by a "communicable disease".

(ii) The cost or expense for any testing, monitoring, evaluating, assessing or clean-up of “communicable disease”.

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

(f) Cyber Loss

We will not pay for:

(i) Loss or damage caused directly or indirectly, in whole or in part, by "cyber loss"; or

(ii) The cost or expense caused directly or indirectly by any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any "data", including any amount pertaining to the value of such "data".

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. However, this exclusion does not apply to loss or damage caused directly by resultant fire or explosion.

C. LIMITATIONS

1. Cannabis

We will not pay for loss or damage to that quantity of cannabis or cannabis product that is in excess of any federal or applicable provincial or territorial legal limit.

2. Furs, Jewellery and Precious Stones

We will not pay more than the following limits for each group of property below, unless the loss or damage is caused by "Named Perils":

(a) $5,000 for furs, fur garments and garments trimmed with fur;

(b) $5,000 for jewels, jewellery, watches, pearls, precious stones or semi-precious stones. This limit does not apply to jewellery and watches worth $100 or less per item; or

(c) $2,500 for bullion, platinum and other precious metals or their alloys.

3. Glass

We will not pay for loss or damage to exterior glass or vitrolite or any lettering or ornamentation on either, unless the loss or damage is caused by "Named Perils".

D. AMOUNTS OF INSURANCE

The most we will pay for loss or damage in any one occurrence is the applicable Amount of Insurance shown in the Declarations or in any schedule or endorsement that is part of this Coverage Form.

E. DEDUCTIBLE

We are liable for the amount by which the loss or damage in any one occurrence caused by an insured peril exceeds the amount of the deductible shown in the Declarations.

F. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Common Policy And Property Conditions:

1. Co-insurance Clause

This clause applies separately to each item for which a co-insurance percentage is shown in the Declarations and only where the amount of loss or damage exceeds the lesser of 5% of the applicable amount of insurance or $25,000.

You will maintain insurance concurrent with this form on the Insured Property to the extent of at least the amount produced by multiplying the value of the property as determined in **2. Valuation Clause** below, by the co-insurance percentage shown in the Declarations. If you fail to do so, you will be entitled to recover only that portion of any loss that the amount of insurance in force at the time of loss bears to the amount of insurance required to be maintained by this clause.

2. Valuation Clause

We will determine the value of Insured Property as follows:

(a) Replacement Cost

At Replacement Cost (without deduction for depreciation) if the Valuation basis shown in the Declarations indicates Replacement Cost, except as provided in Paragraphs **(c)** through **(g)** below. If Replacement Cost is shown in the Declarations, Paragraph **(b) Actual Cash Value** below does not apply.

(i) You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim on a replacement cost basis if you notify us of your intent to do so within 180 days after the loss or damage.

(ii) We will not pay on a replacement cost basis for any loss or damage:

(1) Until the lost or damaged property is actually repaired or replaced; and

(2) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

(iii) We will not pay more for loss or damage on a replacement cost basis than the least of:

(1) The cost to replace, on the same "premises", the lost or damaged property with new property:

(a) Of comparable material and quality; and

(b) Used for the same purpose;

(2) The amount you actually spend that is necessary to repair or replace the lost or damaged property; or

(3) The amount of insurance applicable to the lost or damaged property.

If a building is rebuilt at a different site, the cost described in **(a)(iii)(1)** above is limited to the cost which would have been incurred had the building been rebuilt at the original “premises”.

(b) Actual Cash Value

At Actual Cash Value if the Valuation basis shown in the Declarations indicates Actual Cash Value. If Actual Cash Value is shown in the Declarations, Paragraphs **(a) Replacement Cost** and **(f)** in this **Valuation Clause** do not apply.

Actual cash value is determined as at the time and place of loss or damage to the Insured Property. We will not pay more for loss or damage on an actual cash value basis than the least of:

(i) The cost to repair or replace the lost or damaged property less any depreciation; or

(ii) The amount of insurance applicable to the lost or damaged property.

In determining depreciation, we will consider:

(1) The condition of the property immediately before the loss or damage;

(2) The resale value of the property immediately before the loss or damage;

(3) The normal life expectancy of the property; and

(4) Obsolescence.

(c) **(i)** On unsold "stock", Actual Cash Value plus the cost of your work (labour and materials) performed on the property;

(ii) On sold "stock", the selling price less discounts and expenses you otherwise would have incurred.

(d) The following property at actual cash value:

(i) Used or second-hand merchandise held in storage or for sale;

(ii) Surplus or obsolete property that is no longer used by you;

(iii) Property of others;

(iv) Manuscripts;

(e) On glass at the cost of replacement with safety glazing material if required by law.

(f) On tenants’ improvements and betterments at:

(i) The cost to replace if repaired or replaced with due diligence and dispatch on the same site, or if this is not possible, the cost of moving, temporary storage and restoration on another site.

(ii) The pro-rated original cost of such improvements and betterments for the balance of the lease term, if you do not repair or replace such improvements and betterments promptly. If your lease contains a renewal option, the expiration of the renewal option will be used for the preceding calculation instead of the expiration of the current lease term.

(iii) The cost to replace such improvements and betterments at this or another location, if the building owner exercises the cancellation clause in your lease because of a peril not otherwise excluded (even if your tenants’ improvements and betterments are not damaged or destroyed by such peril) and your interest in such improvements and betterments reverts to the building owner.

We are not liable for any loss of leasehold interest in tenants’ improvements resulting from you exercising an option to cancel the lease;

(g) On valuable papers and records including those which exist on electronic or magnetic media (other than prepackaged software programs), at the cost of:

(i) Blank materials for reproducing the records; and

(ii) Labour to transcribe or copy the records if duplicates exist.

3. Pairs, Sets or Parts

(a) In case of loss or damage to any part of a pair or set we may:

(i) Repair or replace any part to restore the pair or set to its value before the loss or damage; or

(ii) Pay the difference between the value of the pair or set before and after the loss or damage.

(b) In case of loss or damage to any part of Insured Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

4. Subrogation

(a) Upon making any payment or assuming liability for payment under this Coverage Form, we will be subrogated to all your rights of recovery against others and may bring action to enforce such rights. We will have the right to control such subrogation. Following loss or damage, you will not take any action that harms or prejudices your or our rights of recovery against others, nor will you do anything to impair those rights.

All rights of subrogation with respect to insurance provided by this Coverage Form are waived against:

(i) Any person or organization for whom insurance is provided by this Coverage Form; and

(ii) If the "premises" is a condominium building and you are a "condominium corporation":

(1) Your directors, property managers, agents and employees; and

(2) The owner of a "unit" and, if residents of the household of the owner of a "unit", his or her spouse, the relatives of either and any person under the age of 21 in the care of such owner or his or her spouse provided that you have waived your right of legal action against such persons prior to the loss. However, this waiver of subrogation does

not apply to intentional loss or damage caused by such persons to the common areas of the described "premises".

Independent contractors will not be considered to be your directors, property managers, agents or employees.

(b) Where the net amount recovered, after deducting the costs of recovery, is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount will be divided between you and us in the proportion in which the loss or damage has been borne by each party respectively.

(c) You may waive your rights of subrogation against another party:

(i) Prior to a loss under this Coverage Form; or

(ii) After a loss under this Coverage Form if that party is someone insured by this insurance, a business firm owned or controlled by you, a business firm that owns or controls you, or your tenant.

This will not affect your right to recover.

G. DEFINITIONS

1. **"Cash Cards"** means cards designed to store a cash value by electronic means as a mode of payment and without direct access to a bank or other account. "Cash cards" do not include electronic currency (e-currency).
2. **"Communicable Disease"**
   (a) Means any:
   (i) Virus;
   (ii) Bacterium; or
   (iii) Other microorganism;
   that induces or is capable of inducing physical distress, illness or disease.
   (b) Includes any fear or threat (whether actual or perceived) of such virus, bacterium or other microorganism.
3. **"Computer System"** includes the following (whether or not mobile or portable):
   (a) Computer, hardware or peripheral computer equipment;
   (b) Communication or control system;
   (c) Electronic machine, device or instrument;
   (d) Server, cloud or networking equipment;
   (e) Microcontroller or microprocessor;
   (f) Input, output, or data storage device; or
   (g) Software, applications, program, process or code;
   that is owned, leased, rented, operated or controlled by you or any other party.
4. **"Condominium Corporation"** means a corporation constituted under provincial or territorial legislation relating to condominiums or co-ownership by declaration. It refers to a strata corporation in British Columbia and to a syndicate in Quebec.
5. **"Crop Inputs"** means:
   (a) Seeds used for production in the cultivation of "grain", "produce" or "hay, straw, silage or feed";
   (b) Fertilizers and chemicals, including herbicides and pesticides; and
   (c) Packaging or silage bags for property described in Paragraphs **(a)** and **(b)** above.
6. **"Crop Outputs"** means "grain", "produce" or "hay, straw, silage or feed".
7. **"Cyber Act"** means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof, involving access to, processing of, use of or operation of, any "computer system".
8. **"Cyber Incident"** means any:
   (a) Error or omission or series of related errors or omissions involving access to, processing of, use of or operation of, any "computer system"; or
   (b) Partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate, any "computer system".
9. **"Cyber Loss"**
   (a) Means any "cyber act" or "cyber incident".
   (b) Includes any action taken or failure to be taken by you or anyone acting on your behalf in controlling, preventing, suppressing, mitigating or remediating any "cyber act" or "cyber incident".
10. **"Data"** means representations of information or concepts, in any form.
11. **"Data Problem"** means:
    (a) Erasure, destruction, corruption, misappropriation, misinterpretation of "data";
    (b) Error in creating, amending, entering, deleting or using "data"; or
    (c) Inability to receive, transmit or use "data".
12. **"Fine Arts"** means paintings, etchings, pictures, tapestries and other bona fide works of art (such as valuable rugs, statuary, marbles, bronzes, antique furniture, rare books, manuscripts, antique silver, porcelains, rare glass and bric-a-brac) or other articles of rarity, historical value or artistic merit.
13. **"Fire Protective Equipment"** includes tanks, watermains, hydrants, valves and any other apparatus whether used solely for fire protection or jointly for fire protection and for other purposes, but does not include:
    (a) Branch piping from a joint system where such branches are used entirely for purposes other than fire protection;
    (b) Any watermains or appurtenances located outside of the "premises" and forming a part of the public water distribution system; or

(c) Any pond or reservoir in which the water is impounded by a dam.

14. **"Flood"** means:
    (a) The breaking out or overflow of any natural or artificial body of water, waves, storm surge, seiche, tides, tidal wave or tsunami; or
    (b) The unusual and rapid accumulation, overflow or runoff of water or natural precipitation temporarily diffused over the surface of the ground.
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. **"Grain"** means whole threshed grain, seeds grown for sale, peas, lentils and beans.
17. **"Hay, Straw, Silage or Feed"** means:
    (a) Stacked or baled hay or straw;
    (b) Silage or feed;
    (c) Commercial feed supplements; or
    (d) Concentrates or processed grains;
    all for livestock consumption.
18. **"Innocent Co-insured"** means any Insured who is a natural person and who has not abetted, colluded or consented to any dishonest or criminal act which resulted in loss or damage.
19. **"Livestock"** means any breed or population of animal kept for a useful or commercial purpose. These uses include the production of meat, dairy products, eggs and clothing materials.
20. **"Named Perils"** means the following perils:
    (a) Fire or Lightning
    (b) Explosion: Except with respect to the explosion of natural, coal or manufactured gas, there shall in no event be any liability for loss or damage caused by explosion, collapse, rupture, bursting, cracking, burning out or bulging of the following property owned, operated or controlled by you:
        (i) **(1)** The portions containing steam or water under steam pressure of all boilers generating steam, and piping or other equipment connected to such boilers and containing steam or water under steam pressure;
        (2) Piping and apparatus or their parts normally containing steam or water under steam pressure from an external source and while under such pressure;
        (3) The combustion chambers or fire boxes of steam generating boilers of the chemical recovery type and the flues or passages which conduct the gases of combustion from them;
        (4) Smelt dissolving tanks;
        (ii) Other vessels and apparatus and their connected pipes while under pressure, or while in use or in operation, provided their maximum normal internal working pressure exceeds 103 kilopascals (15 pounds per square inch) above atmospheric pressure, except that liability is specifically assumed for loss or damage resulting from the explosion of manually portable gas cylinders;
        (iii) Moving or rotating machinery or parts of same when such loss or damage is caused by centrifugal force or mechanical breakdown;
        (iv) Any vessels and apparatus and their connected pipes while undergoing pressure tests, but this exclusion does not apply to other Insured Property that has been damaged by such explosion;
        (v) Gas turbines.
        The following are not explosions within the intent or meaning of this paragraph **(b)**:
        (1) Electric arcing or any coincident rupture of electrical equipment due to such arcing;
        (2) Bursting or rupture caused by hydrostatic pressure or freezing;
        (3) Bursting or rupture of any safety disc, rupture diaphragm or fusible plug.
    (c) Impact by Aircraft, Spacecraft or Land Vehicle: Aircraft and spacecraft include articles dropped from them.
        There shall in no event be any liability for cumulative damage or for loss or damage:
        (i) Caused by land vehicles belonging to you or under your control or under the control of any of your employees;
        (ii) To aircraft, spacecraft or land vehicles causing the loss;
        (iii) Caused by any aircraft or spacecraft when being taxied or moved inside or outside of a building.
    (d) Riot, Vandalism or Malicious Acts: Riot includes open assemblies of strikers inside or outside the "premises" who have quit work, and of locked-out employees.
        There shall in no event be any liability for loss or damage due to:
        (i) Cessation of work or by interruption to process or business operations or by change in temperature;
        (ii) "Flood" or release of water impounded by a dam, or due to any explosion other than an explosion in respect of which there is insurance under Paragraph **(b)** of this "Named Perils" definition;
        (iii) Theft or attempted theft.
    (e) Smoke means smoke due to a sudden, unusual and faulty operation of any stationary furnace. There shall in no event be any liability for any cumulative damage.
    (f) Leakage From "Fire Protective Equipment" means:
        (i) The leakage or discharge of water or other substances from;
        (ii) The collapse of; or
        (iii) The rupture due to freezing of;
        "fire protective equipment" for the "premises".

(g) Windstorm or Hail:
There shall in no event be any liability for loss or damage:
(i) To the interior of the Building or to Business Contents unless damage occurs concurrently with and results from an aperture caused by windstorm or hail;
(ii) Directly or indirectly caused by any of the following, whether driven by wind or due to windstorm or not: snow-load, ice-load, tidal wave, high water, overflow, "flood", waterborne objects, waves, ice, land subsidence, landslip.

(h) Falling Objects: Falling objects does not include loss or damage to the interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.

(i) Weight of Snow, Ice or Sleet

(j) Specified Water Damage means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam not excluded by Excluded Peril **(n)**.

21. **"Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including odour, vapour, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
22. **"Premises"** means the entire area within the property lines and areas under adjoining sidewalks and driveways at each location shown in the Declarations, or in the open (or in or on a vehicle) within 100 metres of such location.
23. **"Produce"** means agricultural products of the soil, including fruits and vegetables.
24. **"Spores"** includes one or more reproductive particles or microscopic fragments produced by, emitted from or arising out of any “fungi”.
25. **"Stock"** means merchandise held in storage for sale, raw materials and in-process or finished goods, including supplies and packing, wrapping, shipping or advertising materials.
26. **"Terrorism"** means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group, organization or government for the purpose of influencing any government or instilling fear in the public or a section of the public.
27. **"Unit"** means the unit as defined in the declaration, description or bylaws of the "condominium corporation" or provincial or territorial legislation relating to condominiums or divided co-ownerships. It refers to a strata lot in British Columbia and to a private portion in Quebec.
28. **"Water Container"** means
(a) Your piping system, process equipment or tank; or
(b) Any other device or apparatus,
at the "premises" used for containing, heating, chilling, or dispensing water or ice. "Water container" does not include any:
(i) Watermain located beyond the bearing walls or foundations of the "premises";
(ii) Sewer, sump or septic system;
(iii) Drain;
(iv) Penstock, raceway, sluice, flume, reservoir or dam; or
(v) Water treatment plant or sewage treatment plant,
or any part thereof.

TOOL COVERAGE FORM (Broad Form)

Words and phrases in quotation marks have special meaning as defined in **G. DEFINITIONS**.

Whenever the following words are used in this Coverage Form, they will be specifically defined as follows:

You and **your** means the **Named Insured.**

We, us and **our** means **The Wawanesa Mutual Insurance Company**.

A. INSURED PROPERTY AND PERILS

We will pay for direct physical loss or damage to Insured Property caused by or resulting from a peril not otherwise excluded.

1. Insured Property

This form insures tools used in your business, including attachments and accessories to such property, which are:

(a) Owned by you; or

(b) Leased, rented or borrowed from others while in your care, custody or control and for which you are legally liable.

The Declarations will indicate whether the Insured Property is:

(1) Scheduled Tools. Scheduled tools will be specifically listed in the Declarations.

(2) Unscheduled Tools.

2. Insured Perils

Except as otherwise provided, this Coverage Form insures against all risks of direct physical loss of or damage to Insured Property.

B. EXCLUDED PROPERTY AND PERILS

1. Excluded Property

We will not insure loss of or damage to:

(a) Property illegally acquired, kept, stored or transported; or

(b) Property that belongs to your employee.

2. Excluded Perils

SECTION I

We will not pay for loss or damage caused directly or indirectly:

(a) By centrifugal force, mechanical breakdown, electrical breakdown or derangement.

This exclusion **(a)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded.

(b) **(i)** By dampness or dryness of atmosphere;

(ii) By changes in or extremes of temperature, or by heating or freezing;

(iii) By marring or scratching; or

(iv) By gnawing, nesting or infestation, or discharge or release of waste products or secretions, by animals, insects or birds.

This exclusion **(b)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded.

(c) By delay, loss of use or loss of market.

(d) In whole or in part, by war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

(e) **(i)** By any nuclear incident (as defined in the *Nuclear Liability And Compensation Act* (Canada) or any other nuclear liability act, law or statute, or any amending law) or nuclear explosion. This exclusion applies whether or not there are one or more causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, except loss or damage caused directly by resultant fire, lightning or explosion of natural, coal or manufactured gas;

(ii) By contamination by radioactive material. This exclusion applies whether or not there are one or more causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

(f) **(i)** By any dishonest or criminal act committed by you or your agent, acting alone or in collusion with others;

(ii) By theft or attempted theft committed by any employee of yours, acting alone or in collusion with others;

(iii) By any dishonest or criminal act committed by anyone, except as stated in **(f)(ii)**, when you or your agent knew or ought to have known of the dishonest or criminal act prior to the loss or damage.

This exclusion **(f)(iii)** does not apply if, upon becoming aware of the dishonest or criminal act and prior to the loss or damage, you or your agent immediately notifies the police and us.

These exclusions **(f)(i)** and **(f)(iii)** above do not apply to a claim by an "innocent co-insured" for loss of or damage to property in which they have a legal interest, but only to the extent of their proportional interest in that property.

(g) By seizure or destruction of property by order of governmental authority. But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread.

(h) By artificially generated electric current, including electric arcing, that disturbs electrical devices, appliances or wires.

But if loss or damage by fire or explosion results, we will pay for that resulting loss or damage.

(i) By wear and tear, any quality in the property that causes it to damage or destroy itself, hidden or latent defect, gradual deterioration, rust or corrosion.

This exclusion **(i)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded.

(j) By faulty, improper or defective material, workmanship or design.

This exclusion **(j)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded.

(k) By unexplained loss, mysterious disappearance or the shortage of property disclosed on taking inventory.

(l) By processing or work upon property. But if loss or damage by fire or explosion results, we will pay for that resulting loss or damage.

SECTION II

(a) Pollution

We will not pay for loss or damage caused directly or indirectly by the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants". This exclusion does not apply to loss or damage caused directly by a resultant peril not otherwise excluded.

(b) Terrorism

This Coverage Form does not insure loss or damage caused directly or indirectly, in whole or in part, by "terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism". This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect.

(c) Communicable Disease

We will not pay for:

(i) Loss or damage caused directly or indirectly, in whole or in part, by a "communicable disease".

(ii) The cost or expense for any testing, monitoring, evaluating, assessing or clean-up of “communicable disease”.

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

(d) Cyber Loss

We will not pay for:

(i) Loss or damage caused directly or indirectly, in whole or in part, by "cyber loss"; or

(ii) The cost or expense caused directly or indirectly by any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any "data", including any amount pertaining to the value of such "data".

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. However, this exclusion does not apply to loss or damage caused directly by resultant fire or explosion.

C. ADDITIONAL COVERAGES

1. Preservation of Property

If you give us written notice within 10 days of removal of your Insured Property because of imminent danger of loss or damage by an insured peril, we will pay for direct loss or damage by an insured peril while such property is temporarily at a safe place or while being taken to or returned from such place.

The Amount of Insurance applicable to this Preservation of Property Additional Coverage is included in and does not increase the Amount of Insurance for the Insured Property.

2. Newly Acquired Property

You may extend the insurance that applies to Insured Property to apply to new items of property of a type already covered by this Coverage Form. Insurance under this Additional Coverage will end when any one of the following first occurs:

(a) The policy expires;

(b) 30 days after you acquire the property; or

(c) You report the values to us.

We will charge you additional premium for values reported from the date you acquire the item of property.

The Amount of Insurance for this Additional Coverage is shown in the Declarations. This Additional Coverage is additional insurance that applies in addition to the applicable Amount of Insurance.

Paragraph **1. Coinsurance** in **F. ADDITIONAL CONDITIONS** does not apply to this Additional Coverage.

D. AMOUNTS OF INSURANCE

The most we will pay for loss or damage in any one occurrence is the applicable Amount of Insurance shown in the Declarations or in any schedule or endorsement that is part of this Coverage Form.

1. If Insured Property is Scheduled Tools, an Amount of Insurance is listed in the Declarations for each scheduled item.

2. If Insured Property is Unscheduled Tools:

(a) The Occurrence Amount of Insurance is the most we will pay for loss or damage to all separate items or sets of items of Insured Property in any one occurrence, no matter how many items or sets of items are involved; and

(b) The Any One Item or Set of Items Amount of Insurance is the most we will pay for loss or damage to any single item or set of items in any one occurrence.

E. DEDUCTIBLE

1. We are not liable for covered loss or damage in any one occurrence until the amount of such loss or damage exceeds the amount of the deductible shown in the Declarations.

2. If more than one deductible applies to loss or damage in any one occurrence, only the highest of any such deductibles will apply.

F. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Common Policy and Property Conditions:

1. Coinsurance

This clause applies separately to each item for which a co-insurance percentage is specified in the Declarations and only where the amount of loss or damage exceeds the lesser of 2% of the applicable amount of insurance or $5,000.

You will maintain insurance concurrent with this form on the Insured Property to the extent of at least the amount produced by multiplying the value of the property as determined in **2.** Valuation Clause below, by the co-insurance percentage specified in the Declarations. If you fail to do so, you will be entitled to recover only that portion of any loss that the amount of insurance in force at the time of loss bears to the amount of insurance required to be maintained by this clause.

2. Valuation

We will determine the value of Insured Property as follows:

(a) Replacement Cost for Certain Items Newly Purchased by You Within 60 Months

(i) At Replacement Cost (without deduction for depreciation) if the Valuation basis shown in the Declarations indicates Replacement Cost for Certain Items Newly Purchased by You Within 60 Months. If such Valuation basis is shown in the Declarations, Replacement Cost applies to Insured Property:

(1) Of which you are the original purchaser (exclusive of the selling dealer); and

(2) To which the covered loss or damage occurred within 60 months of the date such property was first delivered to you; or

(3) That is rented or leased to you, but only if you are responsible for replacement cost under the terms of the rental or lease agreement.

If Replacement Cost applies, Paragraph **(b) Actual Cash Value** below does not apply.

Replacement Cost does not apply to:

(4) Betterments resulting from the repair or replacement of Insured Property that has prior unrepaired damage; or

(5) Any increase in loss resulting from the enforcement of any restriction or prohibition in any regulation, ordinance or law.

(ii) You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim on a replacement cost basis if you notify us of your intent to do so within 180 days after the loss or damage.

(iii) We will not pay on a replacement cost basis for any loss or damage:

(1) Until the lost or damaged property is actually repaired or replaced; and

(2) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

(iv) We will not pay more for loss or damage on a replacement cost basis than the least of:

(1) The cost to replace the lost or damaged property with new property:

(a) Of comparable material and quality; and

(b) Used for the same purpose;

(2) The amount you actually spend that is necessary to repair or replace the lost or damaged property; or

(3) The amount of insurance applicable to the lost or damaged property.

(b) Actual Cash Value

At Actual Cash Value if the Valuation basis shown in the Declarations indicates Actual Cash Value. If Actual Cash Value is shown in the Declarations, Paragraph **(a) Replacement Cost for Certain Items Newly Purchased by You Within 60 Months** in this **Valuation Clause** does not apply.

Actual cash value is determined as at the time and place of loss or damage to the Insured Property. We will not pay more for loss or damage on an actual cash value basis than the least of:

(i) The cost to repair or replace the lost or damaged property less any depreciation; or

(ii) The amount of insurance applicable to the lost or damaged property.

In determining depreciation, we will consider:

(1) The condition of the property immediately before the loss or damage;

(2) The resale value of the property immediately before the loss or damage;

(3) The normal life expectancy of the property; and

(4) Obsolescence.

G. DEFINITIONS

1. "Communicable Disease"

(a) Means any:

(i) Virus;

(ii) Bacterium; or

(iii) Other microorganism;

that induces or is capable of inducing physical distress, illness or disease.

(b) Includes any fear or threat (whether actual or perceived) of such virus, bacterium or other microorganism.

2. "Computer System" includes the following (whether or not mobile or portable):

(a) Computer, hardware or peripheral computer equipment;

(b) Communication or control system;

(c) Electronic machine, device or instrument;

(d) Server, cloud or networking equipment;

(e) Microcontroller or microprocessor;

(f) Input, output, or data storage device; or

(g) Software, applications, program, process or code;

that is owned, leased, rented, operated or controlled by you or any other party.

3. "Cyber Act" means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof, involving access to, processing of, use of or operation of, any "computer system".

4. "Cyber Incident" means any:

(a) Error or omission or series of related errors or omissions involving access to, processing of, use of or operation of, any "computer system"; or

(b) Partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate, any "computer system".

5. **"Cyber Loss"**

   (a) Means any "cyber act" or "cyber incident".

   (b) Includes any action taken or failure to be taken by you or anyone acting on your behalf in controlling, preventing, suppressing, mitigating or remediating any "cyber act" or "cyber incident".

6. **"Data"** means representations of information or concepts, in any form.

7. **"Innocent Co-insured"** means any Insured who is a natural person and who has not abetted, colluded or consented to any dishonest or criminal act which resulted in loss or damage.

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

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

INSTALLATION COVERAGE FORM

Words and phrases in quotation marks have special meaning as defined in **G**. **DEFINITIONS**.

Whenever the following words are used in this Coverage Form, they will be specifically defined as follows:

You and **your** means the **Named Insured.**

We, us and **our** means **The Wawanesa Mutual Insurance Company**.

A. INSURED PROPERTY AND PERILS

We will pay for direct physical loss or damage to Insured Property caused by or resulting from a peril not otherwise excluded.

1. Insured Property

Insured Property, as used in this Coverage Form, means:

(a) Your materials, equipment and supplies intended to enter into and form part of the installation, that are:

(i) On the "job site", while awaiting and during installation and testing;

(ii) In transit to the "job site" or any other temporary storage site, including loading and unloading; or

(iii) In storage at any other location, but not while:

(1) Being manufactured; or

(2) Undergoing any process.

(b) Similar property of others in your care, custody or control.

(c) Temporary buildings and other structures built or assembled at the "job site", including cribbing, scaffolding, falsework, hoardings, excavation and construction forms and other similar property, but only to the extent that their replacement or restoration is necessary to complete the installation.

2. Insured Perils

Except as otherwise provided, this Coverage Form insures against all risks of direct physical loss of or damage to Insured Property.

B. EXCLUDED PROPERTY AND PERILS

1. Excluded Property

We will not insure loss of or damage to:

(a) Property otherwise specifically insured;

(b) Contractors' machinery, tools or equipment, except as provided under Paragraph **(c)** of **A.1. Insured Property**;

(c) Property:

(i) Illegally acquired, kept, stored or transported; or

(ii) Seized or confiscated for breach of any law or by order of any public authority;

(d) Property:

(i) Insured under the terms of any marine insurance; or

(ii) While waterborne, except while on a regular ferry or railway car transfer in connection with land transportation;

(e) Property while airborne;

(f) Automobiles, trailers, watercraft, amphibious or air cushion vehicles, aircraft, spacecraft, motors, including equipment and accessories attached to or mounted onto all such property;

(g) Land, land value, water or groundwater;

(h) Money, "cash cards", electronic currency (e-currency), bullion, platinum and other precious metals or their alloys, notes, securities, bank notes, stamps, tickets (except lottery tickets held for sale), tokens, bills, or evidence of debt or title; or

(i) Property while in or on any premises you own or lease.

2. Excluded Perils

SECTION I

We will not pay for loss or damage caused directly or indirectly:

(a) By centrifugal force, mechanical breakdown, electrical breakdown or derangement. This exclusion **(a)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded;

(b) **(i)** By frost or freezing; or

(ii) By total or partial interruption to the supply of electricity, water, gas, oil or steam.

This exclusion **(b)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded;

(c) By marring, scratching or crushing of glass. This exclusion **(c)** does not apply to loss or damage caused directly by:

(i) "Named Perils";

(ii) Rupture of pipes or breakage of apparatus;

(iii) Theft or attempted theft;

(iv) An accident to a transporting conveyance;

(d) By gnawing, nesting or infestation, or discharge or release of waste products or secretions, by animals, insects or birds.

This exclusion **(d)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded;

(e) By delay, loss of market, or loss of use or occupancy;

(f) In whole or in part, by war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;

(g) **(i)** By any nuclear incident (as defined in the *Nuclear Liability And Compensation Act* (Canada) or any other nuclear liability act, law or statute, or any amending law) or nuclear explosion. This exclusion applies whether or not there are one or more causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, except loss or damage caused directly by resultant fire, lightning or explosion of natural, coal or manufactured gas, all as described in the "Named Perils" definition in Section **G. DEFINITIONS**;

(ii) By contamination by radioactive material. This exclusion applies whether or not there are one or more causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;

(h) **(i)** By any dishonest or criminal act committed by you or your agent, acting alone or in collusion with others;

(ii) By theft or attempted theft committed by any employee of yours, acting alone or in collusion with others;

(iii) By any dishonest or criminal act committed by anyone, except as stated in **(h)(ii),** when you or your agent knew or ought to have known of the dishonest or criminal act prior to the loss or damage.

This exclusion **(h)(iii)** does not apply if, upon becoming aware of the dishonest or criminal act and prior to the loss or damage, you or your agent immediately notifies the police and us.

These exclusions **(h)(i)** and **(h)(iii)** above do not apply to a claim by an "innocent co-insured" for loss of or damage to property in which they have a legal interest, but only to the extent of their proportional interest in that property;

(i) By snowslide, landslide, subsidence or other earth movement, unless occurring concurrently with and directly resulting from an earthquake shock or other natural or man-made earth movement including those resulting from mining or fracking operations. This exclusion does not apply to Insured Property in transit, or to loss or damage caused directly by resultant fire, explosion, smoke or leakage from "fire protective equipment", all as described in the "Named Perils" definition in Section **G. DEFINITIONS**;

(j) Proximately or remotely, arising in consequence of or contributed to by the enforcement of any by-law, regulation, ordinance, building code, construction code or law regulating zoning or the demolition, use, repair or construction of buildings or structures, including the cost of removing any debris.

This exclusion **(j)** applies whether or not the building or structure has sustained direct physical loss or damage;

(k) By seizure or destruction of property by order of governmental authority. But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread;

(l) By artificially generated electric current, including electric arcing, that disturbs electrical devices, appliances or wires. But if loss or damage by fire or explosion results, we will pay for that resulting loss or damage;

(m) By rain, snow, ice or sleet to property in the open;

(n) By unauthorized instructions to transfer property to any person or to any place;

(o) **(i)** By wear and tear;

(ii) By rust, corrosion, oxidation or chemical reduction;

(iii) By gradual deterioration, wet or dry rot, hidden or latent defect or any quality in property that causes it to damage or destroy itself.

This exclusion **(o)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded;

(p) By faulty, improper or defective material, workmanship or design.

This exclusion **(p)** does not apply to loss or damage caused directly by a resultant peril not otherwise excluded.

We will not pay for any cost to correct or make good the faulty, improper or defective material, workmanship or design, or to tear down, tear out, repair or replace any property to correct the faulty, improper or defective material, workmanship or design;

(q) By unexplained loss, mysterious disappearance, or the shortage of property disclosed on taking inventory;

(r) By voluntary parting with any property by you or anyone entrusted with the property if induced to do so with the use or unauthorized use of any financial instrument, including any fraudulent, forged or altered credit card, debit card, "cash card", electronic currency (e-currency), bank draft, cheque, money order or counterfeit currency.

SECTION II

(a) Pollution

We will not pay for:

(i) Loss or damage caused directly or indirectly by any actual or alleged spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants", or the cost or expense of any resulting clean up. This exclusion does not apply:

(1) If the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants" occurs during the policy period and is directly caused by a peril not otherwise excluded; or

(2) To loss or damage caused directly by a resultant peril not otherwise excluded;

(ii) The cost or expense for any testing, monitoring, evaluating or assessing of an actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants".

(b) Data

(i) We will not pay for loss or damage to "data". This exclusion **(b)(i)** does not apply to the extent coverage is provided under the Valuable Papers and Records Additional Coverage.

(ii) We will not pay for loss or damage caused directly or indirectly by a "data problem". This exclusion **(b)(ii)** does not apply to loss or damage caused directly by resultant fire, explosion, smoke or leakage from "fire protective equipment", all as described in the "Named Perils" definition in Section **G. DEFINITIONS**.

(c) Fungi and Spores

We will not pay for:

(i) Loss or damage consisting of or caused directly or indirectly, in whole or in part, by any "fungi" or "spores". This exclusion does not apply:

(1) If the "fungi" or "spores" are directly caused by a peril not otherwise excluded in this form that occurs during the policy period; or

(2) To loss or damage caused directly by a resultant peril not otherwise excluded in this form;

(ii) The cost or expense for any testing, monitoring, evaluating or assessing of "fungi" or "spores".

(d) Terrorism

This Coverage Form does not insure loss or damage caused directly or indirectly, in whole or in part, by "terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism". This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect.

(e) Penalties or Liquidated Damages

We will not pay for:

(i) Penalties or liquidated damages for non-completion of or delay in completion of contract or non-compliance with contract conditions; or

(ii) Costs incurred solely in an effort to eliminate or reduce such penalties or liquidated damages.

(f) Communicable Disease

We will not pay for:

(i) Loss or damage caused directly or indirectly, in whole or in part, by a "communicable disease".

(ii) The cost or expense for any testing, monitoring, evaluating, assessing or clean-up of “communicable disease”.

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

(g) Cyber Loss

We will not pay for:

(i) Loss or damage caused directly or indirectly, in whole or in part, by "cyber loss"; or

(ii) The cost or expense caused directly or indirectly by any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any "data", including any amount pertaining to the value of such "data".

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. However, this exclusion does not apply to loss or damage caused directly by resultant fire or explosion.

C. ADDITIONAL COVERAGES

1. Debris Removal

We will pay your expense to remove debris of Insured Property caused by or resulting from an insured peril that occurs during the policy period.

We will also pay your expense to remove debris of other property that has been blown upon the "job site" by windstorm that occurs during the policy period.

This Additional Coverage does not apply to costs to:

(a) Extract "pollutants" from land or water; or

(b) Remove, restore or replace polluted land or water.

If the sum of direct physical loss or damage and debris removal expense exceeds the applicable Amount of Insurance, we will pay up to $5,000 for each "job site".

2. Preservation of Property

If you give us written notice within 10 days of removal of your Insured Property because of imminent danger of loss or damage by an insured peril, we will pay for direct loss or damage by an insured peril while such property is temporarily at a safe place away from the "job site" or while being taken to or returned from such place.

The Amount of Insurance applicable to this Preservation of Property Additional Coverage is included in and does not increase the Amount of Insurance for the Insured Property.

3. Fire Department Service Charge

When the fire department is called to save or protect Insured Property from an insured peril, we will pay your liability for fire department service charges:

(a) Assumed by contract or agreement prior to loss; or

(b) Required by local ordinance.

The most we will pay under this Additional Coverage is $1,000. This Additional Coverage is additional insurance that applies in addition to the applicable Amount of Insurance.

No Deductible applies to this Additional Coverage.

4. Pollutant Clean Up and Removal

We will pay your expense to extract "pollutants" from land or water at the "job site" if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from an insured peril that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which an insured peril occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The Amount of Insurance for this Additional Coverage is $10,000. Such Amount of Insurance is the most we will pay for the sum of all covered expenses at each "job site" in the policy period. This Additional Coverage is additional insurance that applies in addition to the applicable Amount of Insurance.

5. Valuable Papers and Records

(a) You may extend the insurance that applies to Insured Property to apply to your "valuable papers and records" that are at the "job site".

(b) We will also pay your costs to research, replace or restore the lost information on "valuable papers and records" for which duplicates do not exist and that result from direct physical loss or damage by an insured peril to the "valuable papers and records" described in Paragraph **(a)** above.

The most we will pay under this Additional Coverage is $10,000 for each "job site". This Additional Coverage is additional insurance that applies in addition to the applicable Amount of Insurance.

D. AMOUNTS OF INSURANCE

The most we will pay for loss or damage in any one occurrence is the applicable Amount of Insurance shown in the Declarations or in any schedule or endorsement that is part of this Coverage Form.

E. DEDUCTIBLE

We are liable for the amount by which the loss or damage in any one occurrence caused by an insured peril exceeds the amount of the deductible shown in the Declarations.

F. ADDITIONAL CONDITIONS

The following conditions apply in addition to Common Policy And Property Conditions:

1. Valuation Clause

We will determine the value of:

(a) Insured Property at Replacement Cost (without deduction for depreciation).

(i) You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim on a replacement cost basis if you notify us of your intent to do so within 180 days after the loss or damage.

(ii) We will not pay on a replacement cost basis for any loss or damage:

(1) Until the lost or damaged property is actually repaired or replaced; and

(2) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

(iii) We will not pay more for loss or damage on a replacement cost basis than the least of:

(1) The cost to replace, on the same "job site", the lost or damaged property with new property:

(a) Of comparable material and quality; and

(b) Used for the same purpose;

(2) The amount you actually spend that is necessary to repair or replace the lost or damaged property; or

(3) The amount of insurance applicable to the lost or damaged property.

Under Paragraphs **(iii)(1)** and **(iii)(2)** above, the cost to repair or replace the lost or damaged property includes:

(a) Necessary and reasonable professional fees;

(b) Reasonable contractors' and sub-contractors' overhead and profit; and

(c) Labour and delivery charges.

(b) Insured Property at Actual Cash Value, if we cannot pay on a Replacement Cost basis:

Actual cash value is determined as at the time and place of loss or damage to the Insured Property. We will not pay more for loss or damage on an actual cash value basis than the least of:

(i) The cost to repair or replace the lost or damaged property less any depreciation; or

(ii) The amount of insurance applicable to the lost or damaged property.

In determining depreciation, we will consider:

(1) The condition of the property immediately before the loss or damage;

(2) The resale value of the property immediately before the loss or damage;

(3) The normal life expectancy of the property; and

(4) Obsolescence.

This condition does not apply to any increase in the cost of replacement occasioned by a restriction or prohibition in any by-law, regulation, ordinance or law.

(c) "Valuable papers and records" including those which exist on electronic or magnetic media (other than prepackaged software programs), at the cost of:

(i) Blank materials for reproducing the records; and

(ii) Labour to transcribe or copy the records if duplicates exist.

However, this provision does not apply to the extent coverage is provided under the Valuable Papers and Records Additional Coverage.

2. Subrogation

Upon making any payment or assuming liability for payment under this Coverage Form, we will be subrogated to all your rights of recovery against others and may bring action to enforce such rights. We will have the right to control such subrogation. However, all our rights of subrogation are waived against any person or organization with respect to whom insurance is provided by this Coverage Form.

Where the net amount recovered, after deducting the costs of recovery, is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount shall be divided between you and us in the proportion in which the loss or damage has been borne by each party respectively.

Any release from liability entered into by you prior to loss will not affect your right to recover.

3. Cessation of Coverage

The insurance provided by this Coverage Form will end when one of the following first occurs:

(a) When the "job site" is left unattended for more than 30 consecutive days or when construction activity has ceased for more than 30 consecutive days;

(b) This policy expires;

(c) When the Insured Project described in the Declarations is accepted by the purchaser; or

(d) When your interest in the such project ceases.

G. DEFINITIONS

1. **"Cash Cards"** means cards designed to store a cash value by electronic means as a mode of payment and without direct access to a bank or other account. "Cash cards" do not include electronic currency (e-currency).

2. **"Communicable Disease"**

(a) Means any:

(i) Virus;

(ii) Bacterium; or

(iii) Other microorganism;

that induces or is capable of inducing physical distress, illness or disease.

(b) Includes any fear or threat (whether actual or perceived) of such virus, bacterium or other microorganism.

3. **"Computer System"** includes the following (whether or not mobile or portable):

(a) Computer, hardware or peripheral computer equipment;

(b) Communication or control system;

(c) Electronic machine, device or instrument;

(d) Server, cloud or networking equipment;

(e) Microcontroller or microprocessor;

(f) Input, output, or data storage device; or

(g) Software, applications, program, process or code;

that is owned, leased, rented, operated or controlled by you or any other party.

4. **"Cyber Act"** means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof, involving access to, processing of, use of or operation of, any "computer system".

5. **"Cyber Incident"** means any:

   (a) Error or omission or series of related errors or omissions involving access to, processing of, use of or operation of, any "computer system"; or

   (b) Partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate, any "computer system".

6. **"Cyber Loss"**

   (a) Means any "cyber act" or "cyber incident".

   (b) Includes any action taken or failure to be taken by you or anyone acting on your behalf in controlling, preventing, suppressing, mitigating or remediating any "cyber act" or "cyber incident".

7. **"Data"** means representations of information or concepts, in any form.

8. **"Data Problem"** means:

   (a) Erasure, destruction, corruption, misappropriation, misinterpretation of "data";

   (b) Error in creating, amending, entering, deleting or using "data"; or

   (c) Inability to receive, transmit or use "data".

9. **"Fire Protective Equipment"** includes tanks, watermains, hydrants, valves and any other apparatus whether used solely for fire protection or jointly for fire protection and for other purposes, but does not include:

   (a) Branch piping from a joint system where such branches are used entirely for purposes other than fire protection;

   (b) Any watermains or appurtenances located outside of the "job site" and forming a part of the public water distribution system; or

   (c) Any pond or reservoir in which the water is impounded by a dam.

10. **"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.

11. **"Innocent co-insured"** means any Insured who is a natural person and who has not abetted, colluded or consented to any dishonest or criminal act which resulted in loss or damage.

12. **"Job site"**:

    (a) Means all land and premises used for the purpose of the installation insured by this Coverage Form;

    (b) Includes the following sites where work for such project is performed:

       (i) Any staging area, lay down area, storage area, parking area or office area; or

       (ii) Any similar area used solely for such project;

       that is under your control.

13. **"Money"** means currency and coins in current use and having a face value.

14. **"Named Perils"** means the following perils:

    (a) Fire or Lightning

(b) Explosion: Except with respect to the explosion of natural, coal or manufactured gas, there shall in no event be any liability for loss or damage caused by explosion, collapse, rupture, bursting, cracking, burning out or bulging of the following property owned, operated or controlled by you:

(i) **(1)** The portions containing steam or water under steam pressure of all boilers generating steam, and piping or other equipment connected to such boilers and containing steam or water under steam pressure;

(2) Piping and apparatus or their parts normally containing steam or water under steam pressure from an external source and while under such pressure;

(3) The combustion chambers or fire boxes of steam generating boilers of the chemical recovery type and the flues or passages which conduct the gases of combustion from them;

(4) Smelt dissolving tanks;

(ii) Other vessels and apparatus and their connected pipes while under pressure, or while in use or in operation, provided their maximum normal internal working pressure exceeds 103 kilopascals (15 pounds per square inch) above atmospheric pressure, except that liability is specifically assumed for loss or damage resulting from the explosion of manually portable gas cylinders;

(iii) Moving or rotating machinery or parts of same when such loss or damage is caused by centrifugal force or mechanical breakdown;

(iv) Any vessels and apparatus and their connected pipes while undergoing pressure tests, but this exclusion does not apply to other Insured Property that has been damaged by such explosion;

(v) Gas turbines.

The following are not explosions within the intent or meaning of this paragraph **(b)**:

(1) Electric arcing or any coincident rupture of electrical equipment due to such arcing;

(2) Bursting or rupture caused by hydrostatic pressure or freezing;

(3) Bursting or rupture of any safety disc, rupture diaphragm or fusible plug.

(c) Impact by Aircraft, Spacecraft or Land Vehicle: Aircraft and Spacecraft include articles dropped from them. There shall in no event be any liability for cumulative damage or for loss or damage:

(i) Caused by land vehicles belonging to you or under your control or under the control of any of your employees;

(ii) To aircraft, spacecraft or land vehicles causing the loss;

(iii) Caused by any aircraft or spacecraft when being taxied or moved inside or outside of a building.

(d) Riot, Vandalism or Malicious Acts: Riot includes open assemblies of strikers inside or outside the "job site" who have quit work, and of locked-out employees.

There shall in no event be any liability for loss or damage due to:

(i) Cessation of work or by interruption to process or business operations or by change in temperature;

(ii) "Flood" or release of water impounded by a dam, or due to any explosion other than an explosion in respect of which there is insurance under Paragraph **(b)** of this "Named Perils" definition;

(iii) Theft or attempted theft.

(e) Smoke means smoke due to a sudden, unusual and faulty operation of any stationary furnace. There shall in no event be any liability for any cumulative damage.

(f) Leakage From "Fire Protective Equipment" means:

(i) The leakage or discharge of water or other substances from;

(ii) The collapse of; or

(iii) The rupture due to freezing of;

"fire protective equipment" for the "job site".

(g) Windstorm or Hail:

There shall in no event be any liability for loss or damage:

(i) To the interior of a building or structure, or property inside a building or structure, unless damage occurs concurrently with and results from an aperture caused by windstorm or hail;

(ii) Directly or indirectly caused by any of the following, whether driven by wind or due to windstorm or not: snow-load, ice-load, tidal wave, high water, overflow, "flood", waterborne objects, waves, ice, land subsidence, landslip.

(h) Falling Objects: Falling objects does not include loss or damage to the interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.

(i) Weight of Snow, Ice or Sleet

(j) Specified Water Damage means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam, but not including any system or appliance listed below:

(i) Pressure vessel, including its connected piping and equipment, which has normal internal working pressure greater than 103 kilopascals (15 pounds per square inch) above atmospheric pressure; or

(ii) Boiler, including its connected piping and equipment, which contains steam or water under steam pressure (except tanks having an internal diameter of 610 millimetres (24 inches) or less used for the storage of hot water for domestic use) caused directly or indirectly by explosion, collapse, rupture, bursting, cracking, burning out or bulging of such property while connected and ready for use.

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

16. **"Securities"** means all negotiable and non-negotiable instruments or contracts representing "money" or other property, and includes revenue and other stamps in current use, tokens and tickets, but does not include "money".

17. **"Spores"** includes one or more reproductive particles or microscopic fragments produced by, emitted from or arising out of any "fungi".

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

19. **"Valuable papers and records"** means inscribed, printed or written documents, manuscripts or records, including electronic data, abstracts, books, deeds, drawings, films, maps or mortgages. But "valuable papers and records" does not mean "money" or "securities.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Words and phrases in quotation marks have special meaning as defined in Section **G**.
Whenever the following words are used in this Coverage Form, they will be specifically defined as follows:

You and **your** means the **Named Insured**.
We, **us** and **our** means **The Wawanesa Mutual Insurance Company**.

A. 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" for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "action" that may result. But:

(1) The amount we will pay for "compensatory damages" is limited as described in **E. AMOUNTS OF INSURANCE**; and

(2) Our right and duty to defend ends when we have used up the applicable amount of insurance in the payment of judgments or settlements under **Coverage A. Bodily Injury and Property Damage Liability**, **Coverage B. Personal and Advertising Injury Liability** or **Coverage C. Medical Payments**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **C. 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";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of **D. WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of **D. WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of **D. WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for "compensatory damages" because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. "Compensatory damages" because of "bodily injury" include "compensatory damages" claimed by any person or organization for care or loss of services resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. 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" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay "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 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 are deemed to be "compensatory damages" because of "bodily injury" or "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" to which this insurance applies are alleged.

c. Workers' Compensation and Similar Laws

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

d. Employer's Liability

"Bodily injury" to:

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

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies whether the insured may:

(i) Be liable as an employer or in any other capacity; and

(ii) 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:

(a) Liability assumed by you under an "insured contract"; or

(b) A claim made or an "action" brought by a Canadian resident "employee" on whose behalf contributions are made by or required to be made by you under the provisions of any Canadian provincial or territorial workers' compensation law, if cover or benefits have been denied by any Canadian Workers' Compensation Authority.

e. Aircraft or Watercraft

"Bodily injury" or "property damage" arising out of the:

(1) Ownership, maintenance, use or entrustment to others by or on behalf of any insured of any aircraft, air cushion vehicle or watercraft that is owned or operated by or rented or loaned to any insured; or

(2) Ownership, maintenance, existence, use or entrustment to others by or on behalf of any insured of any premises for the purpose of an airport or aircraft landing area and all operations necessary or incidental thereto.

Use includes operation and "loading or unloading".

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

This exclusion does not apply to:

(a) A watercraft while ashore on premises you own or rent;

(b) A watercraft you do not own that is:

(i) Less than 8 metres long; and

(ii) Not being used to carry persons or property for a charge; or

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

f. Automobile

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

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

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

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

This exclusion does not apply to:

(1) "Bodily injury" to an "employee" of the insured on whose behalf contributions are made by or required to be made by the insured under the provisions of any Canadian provincial or territorial workers' compensation law;

(2) "Bodily injury" or "property damage" arising out of a defective condition in, or improper maintenance of, any "automobile" that is owned by the insured while leased to others for a period of 30 days or more, provided the lessee is obligated under contract to ensure that the "automobile" is insured;

(3) "Bodily injury" or "property damage" arising out of the ownership, use or operation of machinery, apparatus or equipment mounted on or attached to any vehicle while at the site of the use or operation of such equipment. However, this exception does not apply when such equipment is mounted on or attached to any "automobile" and such 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

g. 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, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
(2) Premises 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 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".

h. Damage to Your Product
"Property damage" to "your product" arising out of it or any part of it.

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

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

j. Damage to Impaired Property or Property Not Physically Damaged
"Property damage" to "impaired property" or 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 injury to "your product" or "your work" after it has been put to its intended use.

k. 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.

l. Violation of Any Law as to Age
"Bodily injury" to any person knowingly employed by the insured in violation of any law as to age.

m. Access or Disclosure of Confidential or Personal Information
"Compensatory damages" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other nonpublic information.

n. Personal and Advertising Injury
"Bodily injury" arising out of "personal and advertising injury".

o. Professional Services
"Bodily injury" (other than "incidental medical malpractice injury") or "property damage" due to:
(1) The rendering of, or failure to render, any "professional services" for others; or
(2) Any error or omission, malpractice or mistake in providing the services described in Paragraph **(1)** above;
by you or on your behalf.

p. Abuse
"Bodily injury" arising, directly or indirectly, in whole or in part, out of:
(1) "Abuse" committed or alleged to have been committed by an insured, including the transmission of disease arising out of any act of "abuse";
(2) The:
(a) Hiring of any "employee";
(b) Acceptance of any "volunteer worker"; or
(c) Supervision or retention of any person;
who committed or is alleged to have committed "abuse"; or
(3) The failure or alleged failure of an insured to report "abuse" or alleged "abuse" to the appropriate authority once the insured has gained knowledge of any such "abuse" or alleged "abuse".

q. Damage from Blasting, Pile Driving, Removal or Weakening of Support
"Property damage" arising out of:

(1) The use of explosives for blasting;
(2) Vibration from pile driving or caisson work; or
(3) The removal or weakening of support of any property, building or land whether such support be natural or otherwise.
This exclusion does not apply to:
(a) "Property damage" arising out of work performed on your behalf by any contractor or sub-contractor; or
(b) "Property damage" included within the "products-completed operations hazard".

r. Asbestos - see **B. COMMON EXCLUSIONS**
s. Fungi or Spores - see **B. COMMON EXCLUSIONS**
t. Nuclear Energy Liability - see **B. COMMON EXCLUSIONS**
u. Pollution - see **B. COMMON EXCLUSIONS**
v. Terrorism - see **B. COMMON EXCLUSIONS**
w. War Risks - see **B. COMMON EXCLUSIONS**
x. Cyber and Electronic Data – see **B. COMMON EXCLUSIONS**

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 and 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" for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offence and settle any claim or "action" that may result. But:
(1) The amount we will pay for "compensatory damages" is limited as described in **E. AMOUNTS OF INSURANCE**; and
(2) Our right and duty to defend ends when we have used up the applicable amount of insurance in the payment of judgments or settlements under **Coverage A. Bodily Injury and Property Damage Liability**, **Coverage B. Personal and Advertising Injury Liability** or **Coverage C Medical Payments**.
No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **C. SUPPLEMENTARY PAYMENTS**.

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

2. Exclusions

This insurance does not apply to:

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

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

c. Material Published Prior to Policy Period
"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

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

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

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

g. Quality or Performance of Goods - Failure to Conform to Statements
"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

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

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

j. Insureds in Media and Internet Type Businesses
"Personal and advertising injury" committed by an insured whose business is:
(1) Advertising, broadcasting, publishing or telecasting;
(2) Designing or determining content of web sites for others; or
(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** of **"Personal and advertising injury"** under **G. DEFINITIONS**.
For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not, by itself, considered to be the business of advertising, broadcasting, publishing or telecasting.

k. Interactive Websites, Electronic Chatrooms, Interactive Forums or Bulletin Boards
"Personal and advertising injury" arising out of an electronic interactive website, chatroom, interactive forum or bulletin board the insured hosts or owns, or over which the insured exercises control.

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

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

n. Asbestos - see **B. COMMON EXCLUSIONS**
o. Fungi or Spores - see **B. COMMON EXCLUSIONS**
p. Nuclear Energy Liability - see **B. COMMON EXCLUSIONS**
q. Pollution - see **B. COMMON EXCLUSIONS**
r. Terrorism - see **B. COMMON EXCLUSIONS**
s. War Risks - see **B. COMMON EXCLUSIONS**
t. Cyber and Electronic Data - see **B. COMMON EXCLUSIONS**

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:
(1) On premises you own or rent;
(2) On ways next to premises you own or rent; or
(3) Because of your operations;
provided that:
(a) The accident takes place in the "coverage territory" and during the policy period;
(b) The expenses are incurred and reported to us within one year of the date of the accident; and
(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable amount of insurance as described in **E. AMOUNTS OF INSURANCE**. We will pay reasonable expenses for:
(1) First aid administered at the time of an accident;
(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured
To any insured, except "volunteer workers".

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

c. Injury on Normally Occupied Premises
To a person injured on that part of premises you own or rent that the person normally occupies.

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

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

f. Products-Completed Operations Hazard
Included within the "products-completed operations hazard".

g. Coverage A Exclusions
Excluded under **Coverage A. Bodily Injury and Property Damage Liability**.

h. Asbestos - see **B. COMMON EXCLUSIONS**
i. Fungi or Spores - see **B. COMMON EXCLUSIONS**
j. Nuclear Energy Liability - see **B. COMMON EXCLUSIONS**
k. Pollution - see **B. COMMON EXCLUSIONS**
l. Terrorism - see **B. COMMON EXCLUSIONS**
m. War Risks - see **B. COMMON EXCLUSIONS**
n. Cyber and Electronic Data - see **B. COMMON EXCLUSIONS**

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" 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" for "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "action" that may result. But:
      (1) The amount we will pay for "compensatory damages" is limited as described in **E. AMOUNTS OF INSURANCE**; and
      (2) Our right and duty to defend ends when we have used up the applicable amount of insurance in the payment of judgments or settlements under **Coverage D. Tenants' Legal Liability**.

      No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **C. 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" occurs during the policy period;
      (3) The "property damage" is to premises of others rented to you or occupied by you; and
      (4) Prior to the policy period, no insured listed under Paragraph **1.** of **D. WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "property damage" occurred, then any continuation, change or resumption of such "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
   c. "Property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of **D. WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "property damage" after the end of the policy period.
   d. "Property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of **D. WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
      (1) Reports all, or any part, of the "property damage" to us or any other insurer;
      (2) Receives a written or verbal demand or claim for "compensatory damages" because of the "property damage"; or
      (3) Becomes aware by any other means that "property damage" has occurred or has begun to occur.
2. **Exclusions**

   This insurance does not apply to:
   a. **Expected or Intended Damage**

      "Property damage" expected or intended from the standpoint of the insured.
   b. **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" that the insured would have in the absence of the contract or agreement.
   c. **Asbestos** - see **B. COMMON EXCLUSIONS**
   d. **Fungi or Spores** - see **B. COMMON EXCLUSIONS**
   e. **Nuclear Energy Liability** - see **B. COMMON EXCLUSIONS**
   f. **Pollution** - see **B. COMMON EXCLUSIONS**
   g. **Terrorism** - see **B. COMMON EXCLUSIONS**
   h. **War Risks** - see **B. COMMON EXCLUSIONS**
   i. **Cyber and Electronic Data -** see **B. COMMON EXCLUSIONS**

B. COMMON EXCLUSIONS

(Applicable to Coverage A. Bodily Injury and Property Damage Liability, **Coverage B. Personal and Advertising Injury Liability**, **Coverage C. Medical Payments** and **Coverage D. Tenants' Legal Liability)**

This insurance does not apply to:

1. **Asbestos**

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

   This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "bodily injury", "property damage" or "personal and advertising injury".
2. **Fungi or Spores**
   a. "Bodily injury", "property damage" or "personal and advertising injury" or any other cost, loss or expense incurred by others, arising directly or indirectly from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction of, discharge of or other growth of any "fungi" or "spores" however

caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of "fungi" or "spores";

b. Any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with Paragraph **a.** above; or

c. Any obligation to pay, share with or repay someone else who must pay "compensatory damages" or loss, cost or expense because of such injury or damage referred to in Paragraph **a.** or **b.** above.

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

Solely for the purpose of the following exception:

(1) "Property damage" means physical injury to animals.

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

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

(a) Applied topically to; or

(b) Ingested by;

humans or animals.

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" or "personal and 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" or "personal and advertising injury" resulting directly or indirectly from the "nuclear energy hazard" arising from the:

(1) Ownership, maintenance, operation or use of a "nuclear facility" by or on behalf of an insured;

(2) Furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility";

(3) Possession, consumption, use, handling, disposal or transportation of "fissionable substances", or of other "radioactive material" (except radioactive isotopes, away from a "nuclear facility", which have reached the final stage of fabrication so as to be useable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by an insured.

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

4. Pollution

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants":

(1) 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:

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

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

(c) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(2) 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;

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

(a) Insured; or

(b) Person or organization for whom you may be legally responsible;

(4) 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:

(a) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts, if such fuels, lubricants or other operating fluids escape from a permanent and

integral mobile equipment part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(b) "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

(c) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

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

b. Any loss, cost or expense arising out of any:

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

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

However, this Paragraph **b.** does not apply to liability for "compensatory damages" because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "action" by or on behalf of a governmental authority.

5. Terrorism

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

6. War Risks

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

7. Cyber and Electronic Data

"Bodily injury", "property damage" or "personal and advertising injury" or any other cost, loss or expense incurred by you or others, arising directly or indirectly, in whole or in part, out of:

a. "Cyber loss"; or

b. The loss of, loss of use of, damage to, misinterpretation of, misuse of, corruption of, inability to access, process, store, transmit, or manipulate "electronic data".

Paragraph **a.** of this exclusion does not apply to "bodily injury" or "property damage" arising out of a "cyber act" or a "cyber incident".

C. SUPPLEMENTARY PAYMENTS

(Applicable to Coverage A. Bodily Injury and Property Damage Liability, **Coverage B. Personal and Advertising Injury Liability** and **Coverage D. Tenants' Legal Liability)**

1. We will pay, with respect to any claim we investigate, any claim or "action" we settle, or any "action" against an insured we defend:

a. All expenses we incur.

b. The cost of bonds to release attachments, but only for bond amounts within the applicable amount of insurance. We do not have to furnish these bonds.

c. All reasonable expenses you incur at our request to assist us in the investigation or defence of the claim or "action", including actual loss of earnings up to $250 a day because of time off from work.

d. All costs assessed or awarded against you in the "action".

e. Any interest accruing after entry of judgment upon that part of the judgment which is within the applicable amount of insurance and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable amount of insurance.

These payments will not reduce the amounts of insurance.

2. If we defend you against an "action" and your indemnitee is also named as a party to the "action", we will 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" are such that no conflict appears to exist 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 other applicable 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 above conditions are met, legal fees incurred by us in the defence of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of paragraph **2.b.(2)** of **Coverage A. Bodily Injury and Property Damage Liability**, such payments will not be deemed to be "compensatory damages" for "bodily injury" and "property damage" and will not reduce the amounts of insurance.

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

(i) We have used up the applicable amount of insurance in the payment of judgments or settlements under **Coverages A. Bodily Injury and Property Damage Liability**, **B. Personal and Advertising Injury Liability** or **D. Tenants' Legal Liability**, or medical expenses under Coverage **C. Medical Payments**; or

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

D. WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership, limited liability partnership or joint venture, you are an insured. Your members or partners, and their spouses, are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, limited liability partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your "executive officers" or directors. Your shareholders are also insureds, but only with respect to their liability as your shareholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as your trustees.

2. Each of the following is also an insured:

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

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

(a) To you, to your partners or members (if you are a partnership, limited liability partnership or joint venture), to your members or managers (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

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

(c) For which there is any obligation to share "compensatory damages" with or repay someone else who must pay "compensatory damages" because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) To any person who at the time of injury is entitled to benefits under any workers' compensation or disability benefits law or a similar law.

(2) "Property damage" to property that is:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership, limited liability partnership or joint venture), or any member or manager (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Your unit or strata lot owners and any tenants, but only with respect to the conduct of the corporation for liability arising out of the common property, excluding liability arising out of the owner's or tenant's possession, occupation or use of property designated for exclusive use.

3. Any organization you newly acquire or form, other than a partnership, limited liability partnership or joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. **Coverage A. Bodily Injury and Property Damage Liability** and **Coverage D. Tenants' Legal Liability** do not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. **Coverage B. Personal and Advertising Injury Liability** does not apply to "personal and advertising injury" arising out of an offence committed before you acquired or formed the organization.

4. Any person or organization with whom you have agreed to provide liability insurance under this insurance is an insured, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" that arises out of "your work" or out of the ownership, maintenance or use of your premises.

The insurance provided to such person or organization does not apply to any:

a. "Bodily injury" or "property damage" caused by an occurrence, or "personal and advertising injury" caused by an offence committed, after you cease to own, maintain or use such premises;

b. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of such person or organization; or

c. Person or organization who otherwise qualifies as an insured under **D. WHO IS AN INSURED**.

5. Any person or organization with whom you agree in a written equipment lease or rental agreement to provide liability insurance under this insurance is an insured, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" arising out of the maintenance, operation or use by you of the equipment leased to you by such person or organization.

The insurance provided to such person or organization does not apply to any:

a. "Bodily injury" or "property damage" caused by an occurrence, or "personal and advertising injury" caused by an offence committed, after you cease to lease the equipment;

b. "Bodily injury", "property damage", or "personal and advertising injury" arising out of the sole negligence of such person or organization; or

c. Person or organization who otherwise qualifies as an insured under **D. WHO IS AN INSURED**.

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 Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under **D. WHO IS AN INSURED**.

E. AMOUNTS OF INSURANCE

The Amounts of Insurance shown in the 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".

1. General Aggregate

The most we will pay for the sum of all:

a. "Compensatory damages" under **Coverage A. Bodily Injury and Property Damage Liability**, except "compensatory damages" because of "bodily injury" or "property damage" included in the "products-completed operations hazard";

b. "Compensatory damages" under **Coverage B. Personal and Advertising Injury Liability**; and

c. Medical expenses under **Coverage C. Medical Payments**;

is the General Aggregate Amount of Insurance shown in the Declarations.

2. Products-Completed Operations Aggregate

The most we will pay for the sum of all "compensatory damages" because of "bodily injury" and "property damage" included in the "products-completed operations hazard" under **Coverage A. Bodily Injury and Property Damage Liability** is the Products-Completed Operations Amount of Insurance shown in the Declarations.

3. Each Occurrence

Subject to Paragraph **1.** or **2.** above, whichever applies, the Each Occurrence Amount of Insurance shown in the Declarations is the most we will pay for the sum of:

a. "Compensatory damages" under **Coverage A. Bodily Injury and Property Damage Liability** because of all "bodily injury" and "property damage"; and

b. Medical expenses under **Coverage C. Medical Payments** because of all "bodily injury";

arising out of any one "occurrence".

4. Personal and Advertising Injury Liability

Subject to Paragraph **1.** above, the Personal And Advertising Amount of Insurance shown in the Declarations is the most we will pay under **Coverage B. Personal and Advertising Injury Liability** for the sum of all "compensatory damages" because of all "personal and advertising injury" sustained by any one person or organization.

5. Medical Payments

Subject to Paragraph **3.** above, the Medical Payments – Any One Person Amount of Insurance shown in the Declarations is the most we will pay under **Coverage C. Medical Payments** for all medical expenses because of "bodily injury" sustained by any one person.

6. **Tenants' Legal Liability**
   The Tenants' Legal Liability – Any One Premises Amount of Insurance shown in the Declarations is the most we will pay under **Coverage D. Tenants' Legal Liability** for "compensatory damages" because of "property damage" to any one premises.
7. The amounts of insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the amounts of insurance.
8. When this policy and another policy written by us and issued to you apply or applied to the same claim or "action", the most we will pay for the sum of all amounts subject to the amounts of insurance is the highest amount that applies or applied to such claim or "action" under any one of those policies. However, this provision does not apply if the other policy that applies or applied is umbrella or excess insurance that was specifically purchased to apply in excess of the amounts of insurance shown in the Declarations.
9. **Deductible**
   a. We will not make any payment under **Coverage A. Bodily Injury and Property Damage Liability** until the amount of loss exceeds the Deductible: Property Damage Liability amount shown in the Declarations.
   b. We will not make any payment under **Coverage D. Tenants' Legal Liability** until the amount of loss exceeds the Deductible: Property Damage Liability amount shown in the Declarations.
   c. The Deductible: Property Damage Liability amount shown in the Declarations applies as follows:
      (1) Per Claim
      If the Declarations show that the "property damage" deductible is on a Per Claim basis, the deductible amount applies:
         (a) Under **Coverage A. Bodily Injury and Property Damage Liability**, to the sum of all "compensatory damages" for claims or "actions" because of "property damage" made or brought by any one person or organization;
         (b) Under **Coverage D. Tenants' Legal Liability**, to the sum of all "compensatory damages" for claims or "actions" because of "property damage" made or brought by any one person or organization.
      (2) Per Occurrence
      If the Declarations show that the "property damage" deductible is on a Per Occurrence basis, the deductible amount applies:
         (a) Under **Coverage A. Bodily Injury and Property Damage Liability**, to the sum of all "compensatory damages" because of "property damage" arising out of any one "occurrence";
         (b) Under **Coverage D. Tenants' Legal Liability**, to the sum of all "compensatory damages" because of "property damage" at any one premises.
   d. The terms of this insurance, including those with respect to:
      (1) Our right and duty to defend any "action" seeking those "compensatory damages"; and
      (2) Your duties in the event of an "occurrence", claim or "action";
      apply irrespective of the application of any deductible amount.
   e. We may pay any part or all of the deductible amount to effect settlement of any claim or "action" and, upon notification of the action taken, you will promptly reimburse us for such part of the deductible amount as has been paid by us.
   f. The Amount of Insurance shown in the Declarations will not be reduced by the amount of "compensatory damages" within a deductible.

F. COMMERCIAL GENERAL LIABILITY CONDITIONS

The following conditions apply in addition to the Common Policy and Property Conditions:

1. **Bankruptcy**
   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this insurance.
2. **Duties In The Event Of Occurrence, Offence, Claim or Action**
   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offence which may result in a claim. To the extent possible, notice should include:
      (1) How, when and where the "occurrence" or offence took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury or damage arising out of the "occurrence" or offence.
   b. If a claim is made or "action" is brought against any insured, you must:
      (1) Immediately record the specifics of the claim or "action" and the date received; and
      (2) Notify us as soon as practicable.
      You must see to it that we receive written notice of the claim or "action" as soon as practicable.
   c. You and any other involved insured must:
      (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 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.

3. Legal Action Against Us

No person or organization has a right under this insurance to:

a. Join us as a party or otherwise bring us into an "action" asking for "compensatory damages" from an insured; or

b. Sue us on this insurance unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial, 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 amount of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

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

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under **Coverage A. Bodily Injury and Property Damage Liability**, **Coverage B. Personal and Advertising Injury Liability** or **D. Tenants' Legal Liability**, 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:

(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Property insurance for "your work", such as Commercial Property, Builder's Risk, Installation Risk;

(b) That is Property insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(c) If the loss arises out of the ownership, maintenance, use or entrustment to others of any watercraft or "automobile" to the extent not subject to either Paragraph **e.** or **f.** of **Coverage A. Bodily Injury and Property Damage Liability**.

(2) Any other primary insurance 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 **Coverage A. Bodily Injury and Property Damage Liability**, **Coverage B. Personal and Advertising Injury Liability** or **Coverage D. Tenants' Legal Liability** 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 the total:

(1) Amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) 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 condition and was not bought specifically to apply in excess of the amounts of insurance shown in the Declarations of this insurance.

c. Method of Sharing

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

5. Premium Audit

a. We will compute all premiums for this insurance in accordance with our rules and rates.

b. Premium shown in this insurance as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured subject to the retention of the minimum retained premium shown in the Declarations of this policy.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Separation Of Insureds, Cross Liability

Except with respect to the amounts 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.

7. **Transfer Of Rights Of Recovery Against Others To Us**
If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "action" or transfer those rights to us and help us enforce them.

G. DEFINITIONS

1. **"Abuse"** means any act or threat involving molestation, harassment, corporal punishment or any other form of physical, sexual or mental abuse.
2. **"Action"** means a civil proceeding in which "compensatory damages" because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Action" includes:
   a. An arbitration proceeding in which such "compensatory damages" are claimed and to which the insured must submit or does submit with our consent; and
   b. Any other alternative dispute resolution proceeding in which such "compensatory damages" are claimed and to which the insured submits with our consent.
3. **"Advertisement"** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
   a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
   b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
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 bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
6. **"Compensatory damages"** does not include punitive or exemplary damages or the multiple portion of any multiplied damage award.
7. **"Computer system"** includes the following (whether or not mobile or portable):
   a. Computer, hardware or peripheral computer equipment;
   b. Communication or control system;
   c. Electronic machine, device or instrument;
   d. Server, cloud or networking equipment;
   e. Microcontroller or microprocessor;
   f. Input, output, or data storage device; or
   g. Software, applications, program, process or code;
   that is owned, leased, rented, operated or controlled by you or any other party.
8. **"Coverage territory"** means:
   a. Canada and the United States of America (including its territories and possessions);
   b. International waters or airspace, but only if the:
      (1) "Bodily injury" or "property damage" is caused by an occurrence that takes place; or
      (2) "Personal and advertising injury" is caused by an offence committed;
      in the course of travel or transportation between any places included in Paragraph **a.** above; or
   c. All other parts of the world if the injury or damage arises out of:
      (1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;
      (2) The activities of an insured person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or
      (3) "Personal and advertising injury" offences that are committed through the Internet or similar electronic means of communication;
      provided that the insured's responsibility to pay "compensatory damages" is determined in an "action" on the merits in the territory described in Paragraph **a.** above or in a settlement we agree to.
9. **"Cyber act"** means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof, involving access to, processing of, use of or operation of, any "computer system".
10. **"Cyber incident"** means any:
    a. Error or omission or series of related errors or omissions involving access to, processing of, use of or operation of, any "computer system"; or
    b. Partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate, any "computer system".
11. **"Cyber loss"**
    a. Means any "cyber act" or "cyber incident".
    b. Includes any action taken or failure to be taken by you or anyone acting on your behalf in controlling, preventing, suppressing, mitigating or remediating any "cyber act" or "cyber incident".
12. **"Electronic data"** means information, facts, concepts, programs, software or code that is:
    a. Stored as or on;

b. Created or used on; or
c. Transmitted in;
a form to be used, accessed, processed, transmitted to or from or stored by a "computer system".

13. **"Employee"** includes a "leased worker" and a "temporary worker".
14. **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
15. **"Fissionable substance"** means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.
16. **"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.
17. **"Hostile fire"** means a fire that becomes uncontrollable or breaks out from where it was intended to be.
18. **"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:
    (1) The repair, replacement, adjustment or removal of "your product" or "your work"; or
    (2) You fulfilling the terms of the contract or agreement.
19. **"Incidental medical malpractice injury"** means "bodily injury" arising out of the rendering of, or failure to render, the following services:
    a. Medical, surgical, dental, x-ray or nursing services or treatment or the furnishing of food or beverages in connection therewith; or
    b. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
    by any insured or any indemnitee causing the "incidental medical malpractice injury" who is not engaged in the business or occupation of providing any of the services described in Paragraphs **a.** and **b.** above.
20. **"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;
    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" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
    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, 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 liability for an injury or damage arising out of your rendering or failure to render "professional services", including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.
21. **"Leased worker"** means a person leased to you by a labour leasing firm under an agreement between you and the labour leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
22. **"Loading or unloading"** means the handling of property:
    a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "automobile";
    b. While it is in or on an aircraft, watercraft or "automobile"; or
    c. While it is being moved from an aircraft, watercraft or "automobile" to the place where it is finally delivered;
    but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "automobile".
23. **"Nuclear energy hazard"** means the radioactive, toxic, explosive, or other hazardous properties of "radioactive material".
24. **"Nuclear facility"** means:
    a. Any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
    b. Any equipment or device designed or used for:

(1) Separating the isotopes of plutonium, thorium and uranium or any one or more of them; or
(2) Processing or packaging waste;

c. Any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste "radioactive material";

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

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

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

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

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

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 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 that is not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

29. "Professional services" includes:

a. Medical, surgical, dental, x-ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith;
b. Any professional service or treatment conducive to health;
c. Professional services of a pharmacist;
d. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
e. The handling or treatment of deceased human bodies including autopsies, organ donations or other procedures;
f. Any cosmetic, body piercing, tonsorial, massage, physiotherapy, chiropody, hearing aid, optical or optometrical services or treatments;
g. The preparation or approval of maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications;
h. Supervisory, inspection, architectural, design or engineering services;
i. Accountant's, advertiser's, notary's (Quebec), public notary's, paralegal's, lawyer's, real estate broker's or agent's, insurance broker's or agent's, travel agent's, financial institution's, or consultant's, professional advice or activities;
j. Any computer programming or re-programming, consulting, advisory or related services; or
k. Claim, investigation, adjustment, appraisal, survey or audit services.

30. "Property damage" means:

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

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

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

31. **"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.
32. **"Spores"** includes any reproductive particle or microscopic fragment produced by, emitted from or arising out of any "fungi".
33. **"Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
34. **"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.
35. **"Volunteer worker"** means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
36. **"Your product":**
    - **a.** Means:
        - **(1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
            - **(a)** You;
            - **(b)** Others trading under your name; or
            - **(c)** A person or organization whose business or assets you have acquired; and
        - **(2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
    - **b.** Includes:
        - **(1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
        - **(2)** The providing of or failure to provide warnings or instructions with respect to such goods or products.
    - **c.** Does not include vending machines or other property rented to or located for the use of others but not sold.
37. **"Your work":**
    - **a.** Means:
        - **(1)** Work or operations performed by you or on your behalf; and
        - **(2)** Materials, parts or equipment furnished in connection with such work or operations.
    - **b.** Includes:
        - **(1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of such work or operations; and
        - **(2)** The providing of or failure to provide warnings or instructions with respect to such work or operations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INCLUDE NON-COMPENSATED DIRECTORS AND OFFICERS AS EMPLOYEES

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM (WA3600)

The following is added to the definition of **"Employee"** in **F. DEFINITIONS**:

"Employee" also means any natural person who is your non-compensated director or non-compensated officer.

All other terms and conditions remain unchanged.

THIS COVERAGE FORM CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

LEGAL EXPENSE INSURANCE FOR SELECT

IN THE EVENT OF A CONFLICT BETWEEN THIS COVERAGE FORM AND YOUR MAIN POLICY, THIS COVERAGE FORM SHALL GOVERN TO THE EXTENT OF THE CONFLICT AS IT RELATES TO THIS COVERAGE FORM, UNLESS OTHERWISE PROVIDED FOR IN THIS COVERAGE FORM

This is a Named Perils coverage form and provides coverage only for the insured events listed within this coverage form.
Words and phrases in **bold** have special meaning as defined in **SECTION III - DEFINITIONS**.

TELEPHONE LEGAL HELPLINE

We will provide **you** access to a Legal Helpline through which **you** can receive confidential general legal assistance and information over the phone relating to any legal problem affecting **your** business to help determine your legal rights and options under the laws of the applicable province or territory and the federal laws of Canada. The lawyer cannot provide case specific research or review documents.

We will provide this service between the hours of 8am and midnight, local time, 7 days a week. In addition, **we** will facilitate access to a lawyer twenty-four hours a day, 7 days a week, in emergency situations. Calls to this service may be recorded.

To contact this service, call 1-877-347-5399.

We will not accept responsibility if the helpline service is unavailable for reasons **we** cannot control.

MAKING A CLAIM

Please contact **us** as soon as practicable following an insured event, and in no event later than 120 days after the **date of occurrence** of the insured event.

Please note that the Insurer will not pay for any legal costs you incur before we have accepted your claim, even if we later accept the claim.

While **you** are insured under this Coverage form **you** may report a claim to **us** by calling **1-877-347-5399**, by email at claims@arag.ca or by mail to the Head Office address listed at www.arag.ca.

We will then advise **you** on next steps.

SECTION I

INSURANCE AGREEMENT

In return for payment of the premium, and subject to the terms, definitions, conditions, exclusions and limitations set out in this coverage form and the Declarations, the **Insurer** will provide insurance for **legal costs** incurred for insured events described in this coverage form, provided that:

1. the **date of occurrence** of the insured event happens within the period the **Insurer** has agreed to cover an **insured person**; and

2. the insured event occurs within the **territorial limit** and any legal proceedings will be dealt with by a court, or other body which **we** agree to, within the **territorial limit**; and

3. the **legal costs** are incurred after the claim has been accepted by **us,** and are limited to:

a. the reasonable and necessary costs, inclusive of any applicable sales or retail taxes, incurred by the **appointed representative**, including any additional expenses and disbursements such as court fees, experts' fees, police reports and medical reports incurred by the **appointed representative**;

b. costs awarded by a court in Canada to opponents in civil cases if the **insured person** has been ordered to pay them, or pays them with our agreement; and

c. the cost of the **insured person's** net salary or wages, that are not otherwise payable or recoverable, for the time that they are off work to attend any court proceeding, tribunal, arbitration, mediation or other hearing at the request of the **appointed representative**, up to a maximum of $500 per **insured person** per day, and $10,000 in total in respect of all claims resulting from any one court or tribunal proceeding, arbitration, mediation or other hearing; and

4. for civil cases and appeals relating to any insured event, **reasonable prospects** exist for the duration of the claim.

Except where stated otherwise, the **Insurer** will not pay **legal costs** incurred with respect to the enforcement of judgments or final orders, or settlement agreements, or minutes of settlement, which may arise in the pursuit or defence of **your** legal rights from an accepted claim under this coverage form.

Except where stated otherwise, the **Insurer** will pay **legal costs** incurred in making or defending an appeal, as long as:
- the matter being appealed was previously accepted as a claim under this coverage form,
- the **insured person** tells **us** within the time limits allowed to file an appeal that they want to appeal (and within reasonable time to allow for the filing of all necessary documents for an appeal), and

- **we** agree there are **reasonable prospects** of success for the appeal.

This coverage form, together with the Declarations, policy wording and any other endorsements, and any other information **you** have provided, forms the contract of insurance between **you** and the **Insurer**.

This is not a coverage form for reimbursement of legal costs you have already incurred.

SECTION II

INSURED EVENTS

(A) Employment Disputes

The **Insurer** will pay **your legal costs** to defend **your** legal rights:

1) following the dismissal of an employee

2) in legal proceedings in respect of any dispute with an employee or ex-employee which:

   (i) arises out of, or relates to, a **contract of employment** with **you**

   (ii) arises from an alleged breach of their statutory rights under employment legislation

   (iii) arises from an alleged breach of their rights under applicable human rights legislation, as it relates to their employment

Exclusions

Any claim relating to:

(a) death, illness or bodily injury, and/or loss of or damage to property

(b) the negotiation of a collective bargaining agreement, a general work disruption (including but not limited to a strike, work slowdown or a work to rule campaign), or dispute made pursuant to a collective bargaining agreement

(c) a contract for services

(B) Legal Defence

At **your** request, the **Insurer** will pay **legal costs**

1) to defend an **insured person's** legal rights in relation to:

   (i) their being investigated by the police in respect of an alleged **criminal offence**

   (ii) their being prosecuted for an alleged **criminal offence**

   (iii) a civil action being taken against them for compensation in connection with a failure or alleged failure to comply with requirements under protection of privacy legislation

   (iv) an investigation or prosecution against them under applicable occupational health and safety legislation

2) to defend an **insured person's** (other than **your**) legal rights if civil action is taken against them in their capacity as a trustee of a pension fund set up for the benefit of **your** employees

3) to respond to a Notice for Production issued against an **insured person**, under the **Federal Anti-Spam Legislation**

4) to make representations on behalf of an **insured person** who has been issued a Notice of Violation, under the **Federal Anti-Spam Legislation**

5) to defend an **insured person** against a private action brought by an individual made under the **Federal Anti-Spam Legislation**

Exclusions

Any claim relating to:

(a) an **insured person** being prosecuted in connection with the ownership, use or operation of a **motor vehicle**

(b) any offence against any **insured person** for refusing to comply with a request by a designated person who is carrying out their duties and functions under the **Federal Anti-Spam Legislation**

(c) any offence against any **insured person** who obstructs or hinders, or knowingly makes a false or misleading statement or provides false or misleading information to, a designated person who is carrying out their duties and functions under the **Federal Anti-Spam Legislation**

(C) Small Claims Court Contract Disputes and Debt Recovery

The **Insurer** will pay **legal costs** to pursue or defend **your** legal rights in a dispute relating to an agreement or an alleged agreement which has been entered into by **you** or on **your** behalf for:

1) Selling or buying **goods**;

2) Providing or obtaining services.

Provided that:

(i) *The amount in dispute exceeds $1,000;*

(ii) *All legal proceedings are within the jurisdiction of, and are brought in, the applicable small claims court; and*

(iii) *if the dispute relates to money owed to **you** to which a construction lien would apply, then a claim must be made under this coverage form within 30 days of the money becoming due and payable*

Exclusions

Any claim relating to:

(a) the settlement payable under an insurance policy (the **Insurer** will cover a dispute arising from **your** insurer refusing **your** claim, but not a dispute over the amount of the claim)

(b) a dispute arising from any loan, mortgage, pension, investment, borrowing or any other financial product (other than described under **(a)** above)

(c) a dispute over the terms of a lease of land or buildings or a licence or tenancy of land or buildings if **you** are the lessor, licensor or landlord of the land or buildings. However, the **Insurer** will cover a dispute with a professional advisor in connection with the drafting of a lease, licence or tenancy agreement

(d) a contract regarding you purchasing or selling **real property**

(e) a contract for legal services

(f) a contract involving a **motor vehicle** other than agreements relating to the sale of **motor vehicles** where **you** are engaged in the business of purchasing, selling, or leasing **motor vehicles**; or agreements related to the repair and/or maintenance of **motor vehicles** where **you** are engaged in the business of repairing and/or performing maintenance upon **motor vehicles**

(g) a dispute with an employee or ex-employee which arises out of, or relates to, a **contract of employment** with **you**

(h) the breach of a professional obligation or duty, including any claim:
   i. based on professional liability,
   ii. based on the commission of a fault of an ethical nature, or arising out of a disciplinary process

(D) Statutory Licence Protection

The **Insurer** will pay **legal costs** to represent **you** in appealing to the relevant statutory or regulatory authority, court, or tribunal following an event which results in a licensing or regulatory authority suspending, or altering the terms of, or refusing to renew, or cancelling **your** licence to conduct **your** business.

Exclusions

Any claim relating to:

(a) An original application or application for renewal of a statutory licence.

(b) A licence appeal relating to the ownership, use or operation of a motor vehicle.

(c) A licence appeal relating to a professional licence issued to an individual.

(E) Property Protection

The **Insurer** will pay **legal costs** to pursue **your** legal rights in a civil action relating to physical property which **you** own following:

1) an event which causes physical damage to such property, provided that the amount in dispute exceeds $1,000

2) a legal nuisance (meaning any unlawful interference with **your** use or enjoyment of **your** land, or some right over, or in connection with it)

3) a trespass.

Exclusions

Any claim relating to:

(a) a contract entered into by **you**

(b) disputes related to easements or other agreed rights over land

(c) **goods** that are away from any premises occupied by **you** unless the **goods** are at such premises for the purpose of installations or use in work to be carried out by an **insured person**

(d) someone legally taking **your real property** from **you**, whether **you** are offered money or not, or restrictions or controls placed on **your real property** by any governmental, quasi-governmental or public or local authority

(e) work done by, or on behalf of, any governmental, quasi-governmental or public or local authority unless the claim is for accidental physical damage

(f) a **motor vehicle**, other than physical damage to **motor vehicles** where **you** are engaged in the business of purchasing, selling, leasing, repairing or performing maintenance upon **motor vehicles**

(g) mining, subsidence, heave or landslide

(h) defending **your** legal rights, other than in defending a counter-claim

(F) Bodily Injury

At **your** request, the **Insurer** will pay an **insured person's legal costs** to pursue their legal rights following a specific or sudden accident which causes their death or bodily injury.

Exclusions

Any claim relating to any of the following:

(a) a dispute with any provincial workers' compensation board

(b) psychological injury or mental illness unless the condition arises from a specific or sudden accident that has caused physical bodily injury

(c) death, illness or bodily injury arising from a sudden accident which involves an **insured person's** ownership, use or operation of a **motor vehicle**

(d) defending an **insured person's** legal rights, other than in defending a counter-claim

(G) Tax Protection

The **Insurer** will pay **legal costs** in respect of a **tax appeal** or a **tax audit** relating to:

1) liability for income tax, GST, PST or HST arising from **your** business

2) payroll deductions compliance by **your** business

*provided that **you** have taken reasonable care to ensure that all returns are complete and correct and submitted within the statutory time limits allowed.*

Exclusions

Any claim relating to:

(a) any claim arising from a tax avoidance scheme, arrangement, or plan of any kind

(b) any claim caused by **your** failure to register for GST and/or PST and/or HST.

(c) Any claim arising from an investigation or inquiry by the CRA into alleged gross negligence, dishonesty or **criminal offences**.

SECTION III

DEFINITIONS

The following definitions apply wherever these words or phrases appear in bold in this coverage form.

Appointed representative

The lawyer, accountant or other suitably qualified person appointed by **us** on behalf of the **insured person** to act for an **insured person**.

Broker

The organization, as identified on the Declarations for this coverage form, who facilitated the purchase of this coverage form for **you**.

Contract of Employment

Written agreement between the employer and employee setting out both party's rights, duties and obligations.

A **contract of employment** does not include a collective agreement covering a group of employees who are represented by a union.

Criminal offence

An offence under the Criminal Code of Canada (R.S.C., 1985, c. C-46) or any of its amendments.

Date of occurrence

1. For civil cases: the date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events.
2. For criminal cases: the date of the alleged criminal offence, or the earliest date in a series of related alleged criminal offences, for which an **insured person** is charged.
3. For licence or registration appeals: when **you** were first informed by the relevant licensing or regulatory authority of their proposal to review, suspend, alter the terms of, refuse to renew or cancel **your** licence.
4. For a **tax appeal**: when the Canada Revenue Agency (“CRA”) or a provincial tax authority first issues **you** a notice of assessment, reassessment or determination with which **you** disagree.
5. For a **tax audit**: when the CRA or a provincial tax authority first contacts **you** in relation to commencing an audit.

The insured event must occur within the period the **Insurer** has agreed to cover the **insured person**.

Federal Anti-Spam Legislation

An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act, S.C. 2010, c. 23 or any of its amendments

Goods

Any object which is not attached to **real property**, except by its own weight, and can be removed without damage or alterations to the **real property** requiring repair.

Any object which is plugged in and can be removed without any damage or alteration to the **real property**.

Insured person

You and **your** directors, officers, partners, managers and employees.

Anyone claiming under this coverage form must have **your** agreement to claim.

Insurer

The Wawanesa Mutual Insurance Company.

Legal costs

In respect of the insured events described in this coverage form:

1. all reasonable and necessary costs, inclusive of any applicable sales or retail taxes, incurred by the **appointed representative** including any additional expenses and disbursements such as court fees, experts’ fees, police reports and medical reports incurred by the **appointed representative**;

2. the costs awarded by a court in Canada to opponents in civil cases if the **insured person** has been ordered to pay them, or pays them with **our** agreement; and

3. the **insured person's** net salary or wages, that are not otherwise payable or recoverable, for the time that they are off work to attend any court proceeding, tribunal, arbitration, mediation or other hearing at the request of the **appointed representative**, up to a maximum of $500 per **insured person** per day, and $10,000 in total in respect of all claims resulting from any one court or tribunal proceeding, arbitration, mediation or other hearing.

Motor vehicle

Includes an automobile, a trailer, a motorcycle, a motor assisted bicycle, and any other vehicle propelled or driven otherwise than by muscular power.

Reasonable prospects

For civil cases **reasonable prospects** means that **we** agree that it is always more likely than not that an **insured person** will recover losses or damages (or obtain other legal remedy which **we** have agreed to) or make a successful defence.

For appeals relating to any insured event, **reasonable prospects** means that **we** agree that it is always more likely than not that the appeal will be successful.

Real property

Real property is land, and anything growing on, affixed to, or built upon land. This also includes man-made buildings as well as crops. Real property is characterized as property that doesn't move, or that is attached to the land.

Tax appeal

An appeal regarding an assessment, reassessment or determination made by the CRA or a provincial tax authority, including an administrative appeal to the CRA or a provincial tax authority and an appeal to the Tax Court of Canada or a superior court of a province.

Tax audit

An inspection and verification by the CRA or a provincial tax authority of **your** financial accounting records to determine whether or not **you** have paid the correct amount of tax.

Territorial limit

Canada.

We, **us**, **our**

ARAG Legal Solutions Inc. who has been authorized by the **Insurer** to act as the insurance manager for this coverage form.

You, **your**

The individual, corporation, partnership or other form of business organization shown in the Declarations as the Named Insured.

SECTION IV

AMOUNT OF INSURANCE

The **Insurer** will pay up to the amount of insurance shown in the Declarations in respect of **legal costs** related to all claims resulting from one or more events arising at the same time or from the same originating cause.

Subject to the above, the **Insurer** will pay, in aggregate, **legal costs** of no more than the aggregate limit shown in the Declarations in respect of all claims that arise in the policy period that result from different originating causes.

SECTION V

GENERAL EXCLUSIONS

This insurance does not apply to:

1. **Events not connected with your business**
   Any event not arising in connection with the business shown in the Declarations.

2. **Wilful acts**
   Any claim resulting from an act which is wilfully committed, and the results of which are consciously intended, by an **insured person**.

3. **Late reported claims**
   A claim reported to **us** more than 120 days after the **date of occurrence**.

4. **Legal costs not agreed with us**
   Legal costs incurred before **our** written agreement that the **Insurer** will pay them.

5. **Legal action not agreed with us**
Legal action an **insured person** takes which **we** or the **appointed representative** have not agreed to or where an **insured person** does anything that hinders **us** or the **appointed representative**.

6. **Contingency fee agreements**
Any **legal costs** arising as a consequence of a contingency fee agreement.

7. **Disputes with any governmental or public body**
Except as it relates to claims accepted under **Insured events (B) Legal Defence, (C) Small Claims Court Contract Disputes and Debt Recovery, (D) Statutory Licence Protection**, and **(G) Tax Protection**, any **legal costs** relating to a review or dispute regarding the lawfulness of any decision or action of any federal, provincial or territorial governmental or quasi – governmental body, or any other local or public authority, other than in relation to an accepted claim in respect of any event insured under this coverage form.

8. **Class action proceedings**
Any claim where an **insured person** is a party to a legal action brought under applicable class proceedings legislation, or where an **insured person** has opted out of being a party to a legal action brought under applicable class proceedings legislation.

9. **Costs awarded outside of Canada**
Any **legal costs** awarded in any jurisdiction outside of Canada.

10. **Damages, fines and penalties**
Damages, fines, penalties, compensation or restitution orders which the **insured person** is ordered to pay by a court or other authority and any costs awarded in criminal or statutory proceedings.

11. **Disputes with us,** the **Insurer**, or the **Broker**
Any dispute with **us,** the **Insurer**, or the **Broker** not otherwise dealt with under **COVERAGE FORM CONDITIONS 10. Disputes over reasonable prospects for a claim**.

12. **Fraudulent claims**
Any claim which is fraudulent, exaggerated or dishonest.

13. **Claims under this coverage form by a third party**
Apart from **us**, only an **insured person** may enforce all or any part of this coverage form and the rights and interests arising from or connected with it.

14. **Bankruptcy of the Named Insured**
Any matter or claim if, at any time:

    (i) **you** are declared bankrupt, placed into receivership, are in the process of being wound-up or if any part of **your** affairs or property is in liquidation;

    (ii) **you** have made a proposal, petition, filing or arrangement for the benefit of any creditor or creditors;

    (iii) a creditor seeks to have **you** placed into bankruptcy, declared insolvent, liquidated or be wound-up;

    (iv) any of **your** property is placed under the care or control of a trustee, receiver or administrator.

15. **Intellectual property disputes**
Any claim related to disputes about patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy or confidentiality agreements.

16. **Agency agreement disputes**
Any claim relating to rights under a franchise or agency agreement entered into by **you**.

17. **Shareholding or partnership disputes**
Disputes about a shareholding or partnership interest in **you** unless such shareholding or partnership interest was acquired under a plan open to all of **your** employees or a substantial number of them.

18. **Defamation**
A claim relating to written or oral remarks which damage an **insured person's** reputation.

19. **Disputes relating to the validity of legislation**

    Any constitutional or other challenge to the validity of Federal, provincial, territorial or municipal legislation.

SECTION VI

COVERAGE FORM CONDITIONS

1. **Observance of coverage form terms**

The **insured person** must:

(i) comply with the terms and conditions of this coverage form;

(ii) notify **us** immediately of any change in circumstance which may materially affect **our** assessment of the risk;

(iii) take reasonable steps to avoid and prevent claims;

(iv) take reasonable steps to avoid incurring unnecessary costs;

(v) send everything **we** reasonably ask for in writing;

(vi) report to **us** full and factual details of any claim as soon as practicable and give **us** any information **we** reasonably need.

2. **Notice of Insured Event**

The **insured person** shall notify **us** of any insured event which may give rise to coverage, as soon as they become aware of it. Any interested person may give such notice.

In the event that the requirement set out in the preceding paragraph is not fully complied with, all rights to coverage shall be forfeited by the **insured person** where such non-compliance has caused prejudice to **us**.

3. **Conduct and control of claim**

(i) If it is necessary to take legal proceedings, including a **tax appeal**, an **appointed representative** will be appointed by **us** on behalf of the **insured person** in accordance with **our** standard terms of appointment and will be retained by the **insured person**.

(ii) Where **we** have agreements with more than one law firm with respect to a specialty, the **insured person** may select their **appointed representative** from that panel of law firms.

(iii) The **insured person** must cooperate with **us** and must keep **us** up-to-date regarding the progress of the claim.

(iv) The **insured person** must cooperate with the **appointed representative** and must follow the recommendations of the **appointed representative**, which have been agreed to by **us**.

(v) The **insured person** must give the **appointed representative** any instructions that **we** require.

4. **Consent to access information**

The **insured person** will provide written consent, at the commencement of the retainer of the **appointed representative**, permitting the **appointed representative**, at **our** request, to give **us**, or **our** reinsurers, actuaries or auditors, or any regulatory authority or its agents, to the extent required by law, access to all correspondence, documents and records in the **appointed representative's** possession or control which are relevant to the matter. This consent will include permission to deliver up all such documents or copies of all such documents at **our** request.

5. **Offers to settle a claim**

(i) The **insured person** must tell **us** if anyone offers to settle a claim and must not negotiate or agree to a settlement without **our** written consent.

(ii) If the **insured person** does not accept an offer **we**, based on the advice of the **appointed representative**, consider reasonable to settle a claim, **we** may refuse to pay further **legal costs**.

(iii) **We** reserve the right to pay the **insured person** the reasonable amount of damages that the **insured person** is claiming, or that is being claimed against them, or negotiate a reasonable settlement of any claim, instead of starting or continuing legal proceedings. In these circumstances the **insured person** must allow **us** to take over and conduct in their name the pursuit or settlement of any claim. The **insured person** will also allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other party and must give **us** all information and assistance required.

6. **Withdrawal of coverage**

If an **insured person** settles or negotiates a claim without **our** consent, or withdraws a claim without **our** consent, or does not give to the **appointed representative** any instructions that **we** require, **we** can withdraw coverage and will be entitled to reclaim from the **insured person** any **legal costs we** have paid.

7. **Sanction limitation**

The **Insurer** shall not be deemed to provide coverage and the **Insurer** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Insurer** to any sanction, prohibition or restriction under trade or economic sanctions, laws, or regulations of Canada, the United Nations or the European Union.

8. **Assessment and recovery of costs**

(i) The **insured person** must instruct the **appointed representative** to have **legal costs** taxed, assessed or audited if **we** ask for this.

(ii) The **insured person** must take every reasonable step to recover **legal costs** that **we** have to pay and must pay **us** any amounts that are recovered.

(iii) Where a settlement is made on a without costs basis the **appointed representative** will determine what proportion of that settlement will be deemed **legal costs** and payable to or by **us**.

9. **Cancellation of a representative's appointment**

If the **appointed representative** refuses to continue acting for the **insured person**, or if the **insured person** dismisses the **appointed representative** without **our** prior consent, we may withdraw coverage for the claim.

10. **Disputes over reasonable prospects for a claim**

If there is a dispute between an **insured person** and **us** over **reasonable prospects**, the **insured person** may obtain, at their expense, an opinion, from a lawyer mutually agreed to by the **insured person** and **us**, on the merits of a claim or proceedings. If the lawyer's opinion indicates that **reasonable prospects** exist, **we** will pay the reasonable cost of obtaining the opinion.

11. **Complaint handling**

If **you** are not satisfied with any aspect of **our** service, please call **1-888-582-5586** or send an email to **customerrelations@arag.ca**.

Alternatively, you can contact us at TalkToUs@wawanesa.com.

If **you** are still not happy, **you** can contact the General Insurance OmbudService (GIO). The GIO is an independent organization which exists to help resolve problems between individuals and their insurance providers. The GIO's services are available free of charge to the customer and the GIO can be contacted by telephone (toll-free Number 1-877-225-0446), or through their website at www.giocanada.org. The GIO should be contacted only after **you** have first tried to resolve the issue directly with **us**.

If **you** are a resident of Quebec and **you** are not satisfied with the resolution offered by **us**, **you** may request that **we** send a copy of **your** file to *the Autorité des marchés financiers (AMF),* which will assess the complaint and, if necessary, offer mediation services between **you** and **us**. The *AMF* does not pay any monetary compensation with regard to consumer claims, other than cases covered under its protection and compensation programs. Additional information regarding the *AMF* complaint process can be obtained at http://www.lautorite.qc.ca/en/file-complaint-conso.html or toll free at 1-877-525-0337.

12. **Other insurance**

The **Insurer** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this coverage form did not exist.

13. **Applicable law**

This coverage form will be governed, interpreted and enforced in accordance with the laws of the province or territory where this coverage form was issued and the federal laws of Canada.

14. **Action against us**

Any action or proceeding against **us** for the recovery of any claim under this coverage form is absolutely barred unless commenced within two years after the **date of occurrence**, or prior to the expiry of the applicable limitation period in the province or territory where this coverage form was issued, whichever is earlier. Any such action or proceeding shall be held in the province or territory where this coverage form was issued and in accordance with its laws and the federal laws of Canada.

15. **Communication with us**

The **insured person** can communicate with **us** by telephone, mail or email. New claims may also be reported to **us** by mail or telephone, or via **our** website at www.arag.ca.