

**LIBERTY INTERNATIONAL UNDERWRITERS**

**COMMERCIAL GENERAL LIABILITY INSURANCE POLICY**



Policy Number: RMCSOLO000001  
Renewal Policy Number: NEW



**LIBERTY MUTUAL INSURANCE COMPANY**  
181 Bay Street, Suite 1000, Brookfield Place, Toronto, Ontario M5J 2T3

## Commercial General Liability Policy Declarations

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**Item 1: NAMED INSURED, MAILING ADDRESS, AND EMAIL ADDRESS**

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**Name:** As shown on the individual binders of insurance issued under the Front Row/SOLO Theatre online platform

**Address:** As shown on the individual binders of insurance issued under the Front Row/SOLO Theatre online platform

**Email Address:** As shown on the individual binders of insurance issued under the Front Row/SOLO Theatre online platform

**Item 2: BROKER NAME AND ADDRESS**

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Front Row Insurance Brokers Inc.  
602-1788 West Broadway, Vancouver, BC V6J 1Y1

**Item 3: INSURED OPERATIONS:**

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Theatrical Productions

**Item 4: POLICY PERIOD**

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As shown on the individual binders of insurance issued under the Front Row/SOLO Theatre online platform

**Item 5: LIMIT OF LIABILITY**

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As shown on the individual binders of insurance issued under the Front Row/SOLO Theatre online platform

**Item 6: DEDUCTIBLE**

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As shown on the individual binders of insurance issued under the Front Row/SOLO Theatre online platform

Policy Number: RMCSOLO000001  
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**Item 7: PREMIUM**

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As shown on the individual binders of insurance issued under the Front Row/SOLO Theatre online platform

**Item 8: COMPUTATION OF PREMIUM**

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As agreed and on file with Insurer

**Item 9: ENDORSEMENTS**

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Endorsement No. 1 - Non-Owned Automobile Endorsement  
Endorsement No. 2 - Program Endorsement  
Endorsement No. 3 - Blanket Additional Insured  
Endorsement No. 4 - Pyrotechnics Exclusion

**Item 10: CURRENCY**

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Canadian

IN WITNESS WHEREOF, the Insurer has caused this Policy to be signed by its President and Secretary.

Handwritten signature of David M. Gray in black ink.

President

Handwritten signature of Anne C. Gray in black ink.

Secretary

For purposes of the Insurance Companies Act (Canada), this document was issued in the course of Liberty Mutual Insurance Company's insurance business in Canada.



## Commercial General Liability Insurance Policy

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

Throughout this Policy, the words “Named Insured” mean the person or organization stated in Item 1 of the Declarations. The word “Insurer” means Liberty Mutual Insurance Company, the company providing this insurance. “This Policy” means this document, the Declarations and any Endorsements. Other words and phrases having special meaning appear in quotation marks and are defined in the **DEFINITIONS** section or in the specific policy provision in which they appear.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations and any application for insurance, the Insurer agrees to provide coverage as follows:

### INSURING AGREEMENTS

#### SECTION I – COVERAGE

A. “bodily injury” and “property damage”

Subject to the applicable Limits of Liability stated in Item 5 of the Declarations, the Insurer will pay on behalf of the “Insured” all damages the “Insured” becomes legally liable to pay by reason of liability imposed by law or assumed by the “Insured” under an “insured contract” for “bodily injury” or “property damage” covered by this Policy that takes place during the “policy period” and is caused by an “occurrence.”

B. “personal injury” and “advertising injury”

Subject to the applicable Limits of Liability stated in Item 5 of the Declarations, the Insurer will pay on behalf of the “Insured” all damages the “Insured” becomes legally liable to pay by reason of liability imposed by law or assumed by the “Insured” under an “insured contract” for “personal injury” or “advertising injury” covered by this Policy that takes place during the “policy period” and is caused by an “occurrence.”

C. “employers liability”

Subject to the applicable Limits of Liability stated in Item 5 of the Declarations, the Insurer will pay on behalf of the “Insured” all damages the “Insured” becomes legally liable to pay by reason of liability imposed by law or assumed by the “Insured” under an “Insured Contract” for “employers liability” covered by this Policy that takes place during the “policy period” and is caused by an “occurrence.” This extension does not apply to:

- a. Liability assumed by the “Insured” under any contract or agreement unless it is an “Insured Contract”
- b. “Bodily injury” arising out of the ownership, maintenance, use, operation, loading or unloading, or the entrustment to other, by or on behalf of any “Insured” of any aircraft except while being used as a prop or set and not in motion, or while being transported to and from a film set and not self-propelled;
- c. Any obligation of the “Insured” under a workers compensation, disability benefits or unemployment compensation law or any similar law;



- d. “Bodily injury” to an “employee” while employed in violation of the law with the “Insured’s” actual knowledge or the actual knowledge of the “Insured’s” executive officers; and
- e. “Bodily injury” arising out of structural alterations which involve changing the size of or moving buildings or other structures, new construction or demolition operations unless done in relation to the operations of the Insured Production shown in Item 3 of the Declarations

D. “medical expenses”

1. Subject to the applicable Limits of Liability stated in Item 5 of the Declarations, the Insurer will pay on behalf of each person who sustains bodily injury “Insured” damages resulting from “bodily injury caused by an “occurrence” all “medical expenses” incurred and reported to the Insurer within two years from the date of the “occurrence”, subject to all of the following conditions:
  - (a) the “occurrence” must not be excluded by any other provision of this Policy;
  - (b) the “occurrence” must take place during the “policy period”; and
  - (c) the “bodily injury” must arise out of premises or operations for which coverage is afforded under this Policy.
2. As a further condition of coverage, the injured person must submit to examination, at the Insurer’s expense, by physicians of the Insurer’s choice as often as the Insurer reasonably requires.
3. Any hospital benefit payable under this coverage extension is limited to reimbursement of the actual hospital expense incurred, which exceeds these hospital benefits provided under any legislation.

E. “tenants legal liability”

1. Subject to the applicable Limits of Liability stated in Item 5 of the Declarations, the Insurer will pay on behalf of the “Insured” “property damage” covered by this Policy that takes place during the “policy period” and is caused by an “occurrence” to premises, including building fixtures permanently attached thereto, rented to or occupied by the “Insured”. However, this insurance does not apply to “property damage” to premises or fixtures owned by any “Insured.”
2. This coverage does not apply to:
  - (a) Liability assumed by an “Insured” under a n y contract or agreement unless it is an “Insured Contract” and except liability which could attach in the absence of such contract or agreement; or
  - (b) Liability for gradual deterioration, ordinary wear and tear, mechanical or electrical breakdown or derangement or however, coverage extension does apply to resultant loss or damage.

The coverage provided by this Policy applies to an “occurrence” happening anywhere.



## SECTION II - INVESTIGATION, SETTLEMENT AND DEFENSE

The Insurer will have the right and duty to defend the “Insured” against any claim or “suit” for damages covered by this Policy, even if such claim or “suit” is groundless, false or fraudulent. The Insurer will have no obligation to defend the “Insured” against any claim or “suit” seeking damages to which this Policy does not apply. The Insurer will make such investigation and settlement of any claim or “suit” as it deems expedient.

The Insurer will have the right, but not the duty, to defend the “Insured” against any claim or “suit” for damages covered by this Policy, which is brought elsewhere other than in Canada, the United States of America, their provinces, territories and possessions or Puerto Rico. If the Insurer elects not to defend the “Insured”, then the “Insured” will, under the supervision of the Insurer, make or cause to be made such investigation and defense as is reasonably necessary and, subject to prior written authorization from the Insurer, will effect to the extent possible such settlement(s) the Insurer and “Insured” deem prudent. The Insurer will promptly indemnify the “Insured” for the reasonable cost of such investigation, settlement and defense.

The Insurer has no obligation under this Policy with respect to any claim or “suit” settled without its consent.

The Insurer will not defend any claim or “suit” after exhaustion of the applicable Limit of Liability by payment of judgments or settlements or by the Insurer's tendering of the remaining applicable Limits of Liability.

## SECTION III - SUPPLEMENTARY PAYMENTS

With respect to any claim or “suit” against the “Insured” for damages covered by this Policy, the Insurer will pay, in addition to the applicable Limits of Liability:

1. the cost of bonds to release attachments but only for a bond amount within the remaining applicable Limits of Liability and the cost of appeal bonds required in any such defended “suit”. The Insurer has no obligation to apply for or furnish such bonds;
2. all costs taxed against the “Insured” in such claim or “suit”;
3. all expenses the Insurer incurs in the investigation of any claim or defence of any “suit”;
4. expenses incurred by the “Insured” for immediate medical relief to others as is imperative at the time of an “occurrence”;
5. pre-judgment interest awarded against the “Insured” on that part of the judgment the Insurer is obligated to pay under this Policy. If the Insurer offers to pay the remaining applicable Limits of Liability, it will not pay any pre-judgment interest thereon in relation to the period of time after such offer;
6. interest on that part of the judgment the Insurer is obligated to pay under this Policy and that accrues after entry of the judgment and before the Insurer has paid, offered to pay or deposited in court that part of the judgment that is within the remaining applicable Limits of Liability; and
7. reasonable expenses incurred by the “Insured” at the Insurer's request in the investigation or defence of any claim or “suit”, including actual loss of earnings of up to \$1,000 a day.

## SECTION IV - LIMITS OF LIABILITY

The Limits of Liability stated in Item 5 of the Declarations and the rules below determine the most the Insurer will pay regardless of the number of:

- (a) “Insureds”;
- (b) claims made or “suits” brought;



- (c) coverages provided under this Policy; or
- (d) persons or organizations making claims or bringing “suits”.

The Each Occurrence Limit of Liability stated in Item 5(a) of the Declarations is the most the Insurer will pay for damages arising out of any one “occurrence”.

The Products and Completed Operations Aggregate Limit stated in Item 5 (a) of the Declarations is the most the Insurer will pay for damages that occur during the “policy period,” which are covered by the “products and completed operations hazard”.

The Limit of Liability stated in Item 5(a) of the Declarations applies separately to each consecutive annual period and to any remaining period of less than twelve (12) months. However, if the “policy period” is extended after issuance for an additional period of less than twelve (12) months, the additional period will be deemed part of the last preceding period for the purpose of determining the Limit of Liability.

The General Policy Aggregate stated in Item 5(a) of the Declarations is the most the Insurer will pay for the sum of:

damages for “bodily injury”, “property damage”, “personal injury”, “advertising injury”, “employers liability”, “medical expenses”, “tenants legal liability”, and “non owned automobile (SPF 6)” covered by this Policy, except for any damages included in the “products and completed operations hazard”.

#### **SECTION V – DEDUCTIBLE**

The Deductible stated in Item 6(a) of the Declarations applies to each “occurrence” in relation to which damages and “loss adjustment expense” are covered by this Policy.

The Insurer's obligation to pay damages and “loss adjustment expense” on behalf of the “Insured” applies only in excess of the Deductible.

The Each Occurrence Limit of Liability stated in Item 5(a) of the Declarations will be reduced by the Deductible. The Products and Completed Operations Aggregate stated in Item 5(a) of the Declarations will not be reduced by the Deductible.

The terms of the Policy apply irrespective of the application of the Deductible.

The Insurer may pay all or part of the Deductible to effect settlement of any claim or “suit” and, upon notification of such action, the Named Insured shall promptly reimburse the Insurer for such part of the Deductible paid by the Insurer.

#### **SECTION VI - EXCLUSIONS**

Where, by virtue of a provision of this Policy, this insurance does not apply:

- (a) the Insurer bears no obligation to investigate, settle or defend any claim or “suit” or to indemnify any person for any loss, injury, damage, cost or expense, including but not limited to the fees of adjusters, investigators, lawyers, experts or consultants; and
- (b) such provision applies regardless of any other cause or event that contributes concurrently or in any sequence to any loss, injury, damage, cost or expense.

This insurance does not apply to:

##### **1. Asbestos**

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

- (a) asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust, including but not limited to manufacturing, mining, use, sale, installation, removal, or distribution activities;
- (b) exposure to, testing for, monitoring of, cleaning up, removing, containing or treating of asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers, or asbestos dust;
- (c) any obligation to investigate, settle or defend, or indemnify any person against any claim or “suit” arising out of, or related in any way, either directly or indirectly, to asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers, or asbestos dust.

## **2. Contractual Liability**

any liability assumed by the “Insured” under any contract or agreement. This exclusion does not apply to liability for damages:

- (a) that the “Insured” would have in the absence of any contract or agreement; or
- (b) assumed in a contract or agreement that is an “insured contract”, provided that the damages or injury commences subsequent to the execution of the contract or agreement.

## **3. Automobile**

any liability based on, attributable to, arising out of or in any way related, either directly or indirectly, to the ownership, maintenance, use or operation, by or on behalf of the “Insured” or entrustment to others of any “automobile” with respect to which a motor vehicle liability policy is in effect or is required by law to be in effect or would have been in effect but for its termination upon exhaustion of its limits of liability, or any “automobile” 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, unless prior written approval for such contest or activity is received from the Insurer. This exclusion does not apply to the ownership, maintenance, use or operation of machinery, apparatus, or equipment mounted to such “automobiles” while at the site of use or operation, or to the coverage afforded by “employers liability”.

## **4. Watercraft**

any liability based on, attributable to, arising out of or in any way related, either directly or indirectly, to the ownership, maintenance, use, operation, loading or unloading by or on behalf of the “Insured” of any watercraft greater than twenty-four (24) meters in length, or any watercraft used for carrying persons or property for a charge, but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the “Insured”.

This exclusion does not apply to coverage afforded by “employer’s liability”.

## **5. Aircraft**

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

- (a) the ownership, maintenance, use, operation, loading or unloading by or on behalf of the “Insured” or entrustment to others of any aircraft or air cushion vehicle owned by the “Insured” or rented, loaned or chartered by or on behalf of the “Insured” without crew;
- (b) the ownership, maintenance, use or operation by or on behalf of the “Insured” of any premises for the purpose of an airport or aircraft landing strip and all operations necessary or incidental thereto.
- (c) This exclusion does not apply to filming operations only at premises in (b) above and for aircraft not owned by the “Insured” that are used as a prop for filming operations provided the aircraft is not in motion nor being operated when the “bodily injury” or “property damage” occurs; provided however, this extension does not apply to damage to the aircraft itself.

**6. Advertising Injury**

“advertising injury” based on, attributable to, arising out of or in any way related, either directly or indirectly, to:

- (a) breach of contract, other than unauthorized appropriation of ideas based upon alleged breach of an implied contract;
- (b) infringement of copyright, patent, trademark, trade secret or other intellectual property rights. However, this exclusion does not apply to infringement, in the “Insured’s” “advertisement”, of any copyright, trade dress or slogan;
- (c) incorrect description of any article or commodity or mistake in advertised price;
- (d) any offense by an “Insured” whose business is advertising, broadcasting, publishing or telecasting.

**7. Falsity, Prior Publication, Willful Violation**

“personal injury” or “advertising injury” based on, attributable to, arising out of or in any way related, either directly or indirectly, to:

- (a) oral, written, televised, videotaped or electronic publication of material, if done by or at the direction of the “Insured” with knowledge of its falsity;
- (b) oral, written, televised, videotaped or electronic publication of material whose first publication took place before the beginning of the “policy period”; or
- (c) willful violation of a penal statute or ordinance committed by or with the consent of the “Insured”.

**8. Fines or Penalties**

finances or penalties for which the “Insured” is liable by reason of failure to comply with any statute, permit, bylaw, rule or regulation.

**9. Intentional Acts**

- (a) “bodily injury” or “property damage” which results from an act that is intended by the “Insured”.
- (b) “personal injury” or “advertising injury” caused by or at the direction of the “Insured” with knowledge that the act would violate the rights of another and would inflict “personal injury” or “advertising injury”.

This exclusion shall not apply to any “Insured” who neither sanctioned nor was a party to the causing of the injury or damage, nor in any event where “bodily injury” or “property damage” was caused in an attempt to prevent injury to persons or damage to property.

**10. Broad Form Property Damage**

“property damage” to:

- (a) property owned, rented or occupied by the “Insured”;
- (b) premises sold, given away or abandoned by the “Insured”, if the “property damage” arises out of any part of those premises;
- (c) property loaned to the “Insured”;



- (d) personal property in the “Insured’s” care, custody or control, including any tools, machinery or equipment owned, rented or used by the “Insured”;
- (e) that particular part of real property on which the “Insured” or any contractor or subcontractor working directly or indirectly on the “Insured’s” behalf is performing operations, if the “property damage” arises out of those operations; or
- (f) that particular part of any property that must be restored, repaired or replaced because the “Insured’s work” was incorrectly performed on it.

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

Paragraphs c), d), e) and f) of this exclusion do not apply to liability assumed under a sidetrack agreement.

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

#### **11. Damage to Insured's Products**

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

#### **12. Damage to Insured's Work**

“property damage” to the “Insured’s work” arising out of it or any part of it and included in the “products and completed operations hazard”. This exclusion does not apply if the damaged work or the work out of which the damages arises was performed on the “Insured’s” behalf by a subcontractor.

#### **13. Damage to Impaired Property**

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

- (a) a defect, deficiency, inadequacy or dangerous condition in the “Insured’s product” or the “Insured’s work”; or
- (b) a delay or failure by the “Insured” or anyone acting on the “Insured’s” behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to loss of use of other property arising out of sudden and accidental physical injury to the “Insured’s product” or the “Insured’s work” after it has been put to its intended use.

#### **14. Product Recall**

any liability incurred by the “Insured” or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of the “Insured’s product” or “Insured’s work” or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use by any person or organization because of any known or suspected defect, deficiency, inadequacy or dangerous condition therein.

#### **15. War**

any liability based on, attributable to, arising out of or in any way related, either directly or indirectly, to war, invasion, act of foreign enemy, hostilities, whether war be declared or not, civil war, rebellion, revolution, insurrection or military power.

#### **16. Pollution Liability**

- (a) any liability based on, attributable to, arising out of or in any way related, either directly or

indirectly, to the actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release, or escape of “pollutants”:

- (i) at or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any “Insured”;
  - (ii) at or from any premises, site or location which is or was at any time used by or for any “Insured” or others for the handling, storage, disposal, processing or treatment of “waste”;
  - (iii) which are or were at any time transported, handled, stored, treated, disposed of or processed as “waste” by or for any “Insured” or any person or organization for whom any “Insured” may be legally responsible; or
  - (iv) at or from any premises, site or location on which any “Insured”, contractors or subcontractors working directly or indirectly on any “Insured’s” behalf are performing operations:
    - a. if the “pollutants” are brought on or to the premises, site or location in connection with such operations by such “Insured”, contractor or subcontractor; or
    - b. if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify, decontaminate, stabilize, remediate or neutralize or in any way respond to or assess the effect of “pollutants”.
- (b) any loss, cost or expense arising out of any request, demand or order that any “Insured” or others test for, monitor, clean up, remove, contain, treat, detoxify, decontaminate, stabilize, remediate or neutralize or in any way respond to or assess the effect of “pollutants”, unless such loss, cost or expense is consequent upon “bodily injury” or “property damage” otherwise covered by this Policy and not excluded by paragraph (a) of this Exclusion.
- (c) Sub-paragraphs 1. (a)(i) and 1. (a)(iv) a. above do not apply to “bodily injury” or “property damage” caused by:
- (a) heat, smoke or fumes from a fire which becomes uncontrollable or breaks out from where it was intended to be; or
  - (b) an unexpected or unintentional spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of “pollutants”, provided that such discharge, emission, dispersal, seepage, leakage, migration, release or escape of “pollutants”:
    - (i) results in the injurious presence of “pollutants” in or upon land, the atmosphere, drainage or sewage system, watercourse or body of water;
    - (ii) is detected within 120 hours after the commencement of the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape;
    - (iii) is reported to the Insurer within 120 hours of being detected; and
    - (iv) does not occur in a quantity or with a quality that is routine or usual to the business of the “Insured”.

As used in this Policy: The term “pollutants” means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, odour, vapour, soot, fumes, acids, alkalis, chemicals and

“waste.” The term “waste” means materials to be recycled, reconditioned or reclaimed.

- (d) The coverage extension referenced in (c) above is subject to a maximum Limit of Liability of \$1,000,000. each “occurrence” and in the Policy Aggregate, and is the most the Insurer will pay for damages during the “policy period” covered by this extension.

#### **17. Nuclear Energy Liability**

- (a) to liability imposed by or arising under the Nuclear Liability Act or any other law, statute or regulation governing nuclear liability;
- (b) to any liability for which an “Insured” under this Policy is also insured under a contract of nuclear energy liability insurance issued by the Nuclear Insurance Association of Canada or by any other insurer or group or pool of insurers, regardless of whether or not:
- (i) the “Insured” is named in such contract;
  - (ii) such contract is legally enforceable by the “Insured”; or
  - (iii) such policy’s limits of liability have been exhausted;

or

- (c) to any liability based on, attributable to, arising out of or in any way related, either directly or indirectly, to any, “nuclear energy hazard” due to:
- (i) the ownership, maintenance, operation or use of a “nuclear facility” by or on behalf of an “Insured”;
  - (ii) the furnishing by an “Insured” of services, materials, parts or equipment in connection with the planning, construction maintenance, operation or use of any “nuclear facility”; or
  - (iii) the possession, consumption, use, handling, disposal or transportation of “fissionable substances” or of other “radioactive material” used, distributed, handled or sold by an “Insured”, except radioactive isotopes located in a place other than 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.

As used in this Policy:

The term “nuclear energy hazard” means the radiatory, toxic, explosive, or other hazardous properties of “radioactive material”.

The term “radioactive material” means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements or any other substance that the Canadian Nuclear Safety Commission (or any successor governmental organization) may designate as being a substance capable of releasing atomic energy or as being requisite for the production, use or application of atomic energy.

The term “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/or uranium;
- (b) any equipment or device designed or used for (i) separating the isotopes of plutonium, thorium and/or uranium (ii) processing or utilizing spent fuel, or (iii) handling, 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 and/or the isotope uranium 235, if at any time the total amount of such material in the custody of the “Insured” at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or
- (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.

The term “fissionable substance” means any substance capable of or from which can be obtained a substance capable of releasing atomic energy by nuclear fission.

#### **18. Professional Services**

any liability based on, attributable to, arising out of or in any way related, either directly or indirectly, to the rendering of or the failure to render “professional services” by the “Insured”, except such services as are an integral part of other work performed by or on behalf of the “Insured” or are incidental to the manufacture, installation, sale, handling or distribution of the “Insured’s products”.

#### **19. Workers’ Compensation and Similar Laws**

any obligation of the “Insured” under a workers' compensation, disability benefits or unemployment compensation law or any similar law, regulation or ordinance.

#### **20. Employment Related Practices**

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

- (a) any refusal to employ or promote;
- (b) any termination of employment;
- (c) any employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, molestation, humiliation, or discrimination; or
- (d) any consequential “bodily injury”, “property damage”, “personal injury” or “advertising injury” as a result of 21.(a) through 21.(c).

This exclusion applies whether the “Insured” may be liable as an employer or in any other capacity and to any obligation to share damages with or to repay someone else who must pay damages because of “bodily injury”, “property damage”, “personal injury” or “advertising injury”.

#### **21. Field Of Entertainment**

“Personal injury” or “advertising injury” resulting from the content of, or advertising or publicizing for any of the “insured’s products”, programs, productions or any other materials, which are considered to be in the “field of entertainment” operations as defined below:

As used in this Policy the term “field of entertainment” means:

- i) the creation, production, pre-production, post-production, distribution, publication, advertising, publicizing, exploitation and exhibition of product or material in any and all media such as motion pictures, television programs, commercial films, phonograph records, electrical transcription, audio or video tapes, CD’s or CD ROMs, DVD’s, computer on-line services or internet or website pages, cassettes or discs, sheet music, books and other

publications or other similar properties.

- ii) the conduct of any players, in any live show, theatrical performance or exhibition.
- iii) the ownership, operation, maintenance or use of material, characters or ideas; whether or not on premises of the Insured or in possession of the Insured at the time of the alleged offence.
- iv) the ownership, operation, maintenance or use of theatres and similar exhibition media.

## 22. Terrorism

1. any liability based on, attributable to, arising out of or in any way related, either directly or indirectly, to:
  - a) any actual or threatened “act of terrorism” committed by a person or persons acting:
    - i) alone or on behalf of or in connection with any organization; and
    - ii) with the goal of furthering any political, social, or religious objective; or
  - b) any action taken to prevent or defend against an “act of terrorism”.

As used in this Policy:

An “act of terrorism” means an act:

- a) that is violent in nature or dangerous to human life and:
  - (i) that is a violation of the criminal laws of Canada, the United States or of any US State or that would be a criminal violation if committed within the jurisdiction of Canada, the United States or any US State; and
  - (ii) that has the apparent intent of:
    - (a) intimidating or coercing any civilian population;
    - (b) influencing the policy of any government by intimidation or coercion; or
    - (c) affecting the conduct of any government by mass destruction, assassination, or kidnapping;

or

- b) that results in:
  - (i) the denial of access to or services from web sites, computer networks, telecommunications equipment, electronic equipment or mechanical equipment; or
  - (ii) the malfunction, degradation or interruption in the functioning of web sites, computer networks, telecommunications equipment, electronic equipment or mechanical equipment,

and that has the apparent intent of intimidating or coercing any civilian population or influencing the policy of any government by intimidation or coercion.

2. (a) If an “act of terrorism” involves chemical or biological weapons, the exclusion contained in paragraph 1 of this Exclusion will apply.
- (b) If an “act of terrorism” involves nuclear reaction, explosion, radiation or radioactive contamination, the exclusion contained in paragraph 1 of this Exclusion will apply to liabilities that result from such nuclear reaction, explosion, radiation or radioactive contamination in place of.

### **23. Mould and Fungus**

any liability caused by, arising out of or related in any way, directly or indirectly, to any clean- up of, remediation of, containment of, removal of, abatement of, existence of, presence of, ingestion of, inhalation of, absorption of or exposure to:

- (a) any “fungus(i)”, “mould(s)”, “spore(s)”, mildew or yeast;
- (b) toxins created or produced by or arising out of or emanating from any “fungus(i)”, “mould(s)”, spore(s), mildew or yeast;
- (c) any substance, vapour, gas, or other emission or organic or inorganic body or substance produced by or arising out of, or emanating from any “fungus(i)”, “mould(s)”, “spore(s)”, mildew or yeast; or
- (d) any material, product, building component, building or structure, or any concentration of moisture, water or other liquid within such material, product, building component, building or structure, that contains, harbors, nurtures or acts as a medium for any “fungus(i)”, “mould(s)”, “spore(s)”, mildew, yeast or toxins emanating therefrom.

As used in this Policy:

- (a) “fungus(i)” includes, but is not limited to, any plants or organisms belonging to the major group Fungi, lacking chlorophyll, and including “mould(s)”, rusts, mildews, smuts and mushrooms;
- (b) “mould(s)” includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms and “fungi” that produce moulds; and
- (c) “spore(s)” means any dormant or reproductive body created or produced by or arising out of or emanating from any “fungus/fungi”, “mould(s)”, mildew, plants, organisms or microorganisms.

### **24. Silica Particles**

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

- (a) the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form; or



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

## 25. Intellectual Property

any liability based on, attributable to, arising out of or in any way related, either directly or indirectly, to the violation or infringement of intellectual property rights, including rights arising from:

- (a) patents;
- (b) trade-marks, service marks, certification marks, collective marks or tradenames;
- (c) copyrights;
- (d) trade secrets; or
- (e) trade dress or distinguishing guises

This exclusion applies to liability arising out of any proceedings to enforce intellectual property rights howsoever constituted, including proceedings for breach of confidence, passing-off or misappropriation of personality.

This exclusion does not apply to infringement in an “Insured’s” “advertisement” of any copyright, trade dress or slogan.

## 26. Care, Custody or Control of Real and Personal Property

any liability arising out of damage to real and personal property of others in the care, custody or control of any insured.

This exclusion does not apply to liability under insurance and shown on the Declarations or to liability assumed under a sidetrack agreement.

For the purposes of this exclusion, a sidetrack agreement is an agreement between a railroad and a business in which the railroad agrees to build a siding on the property of the business, and the business will hold the railroad harmless for certain liability arising out of the use of the sidetrack.

## 27. Dishonest or Criminal Acts

any liability based on, attributable to, arising out of or in any way related, either directly or indirectly from or in connection with any dishonest, fraudulent or criminal acts by an “Insured”, any of the “Insureds” partners, employees, officers, directors or trustees whether:

- (a) acting alone or in collusion with others; or
- (b) occurring during or after the hours of employment

## SECTION VII – DEFINITIONS

When used in this Policy the words and phrases appearing in quotation marks have the defined meanings shown below:



1. **“Advertisement”** means a notice that is broadcast or published to the general public or specific market segments about the “Insured’s” goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - (a) notices that are published include material placed on the Internet or by similar electronic means of communication; and
  - (b) regarding web-sites, only that part of a web-site that is about the “Insured’s” goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. **“Advertising injury”** means injury arising out of one or more of the following offenses committed in the course of the “Insured’s” advertising activities:
  - (a) 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;
  - (b) oral or written publication, in any manner, of material that violates a person’s right of privacy;
  - (c) misappropriation of another’s advertising idea in the “Insured’s” “advertisement”; or
  - (d) infringement of another’s copyright, trade dress or slogan in the “Insured’s” “advertisement”.
3. **“Automobile”** means a land motor vehicle, trailer or semi-trailer designed for use and being used on public roads, including any attached machinery or equipment; but an “automobile” does not include “mobile equipment”.
4. **“Bodily injury”** means physical injury, sickness, disease, disability or shock, including death at any time resulting therefrom, mental anguish, mental injury and mental suffering.

“Bodily injury” also extends to cover the injuries listed above, arising out of the rendering of or failure to render the following services:

- (a) medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; and
- (b) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

“Bodily injury” does not include the injuries listed above, arising out of the rendering or failure to render the following services:

- (c) any “Insured” engaged in the business, occupation or profession of providing any of the services described in 4. (a) or (b) above; or
- (d) injury caused by any “indemnitee” of the “Insured” if such “indemnitee” is engaged in the business, occupation or profession of providing any of the services described in 4. (a) or (b) above.

As used in this definition, “indemnitee” means a third person or organization for whom or for which the “Insured” assumes “tort liability” pursuant to an “insured contract”.

5. **“Employee”** includes a “leased worker” and a “temporary worker”.
  - (a) “Employers liability” means “bodily injury” sustained by any “employee” of the Named Insured or of an organization described in Definition 8. (b) or (c) where such “bodily injury” is otherwise covered by this Policy arising out of and in the course of employment by the



“Insured” or during the performance of duties related to the conduct of the “Insured’s” business.

6. **“Freelance Employee”** means a person who is self-employed and is not an “employee” of the “Insured” but who acts at the direction of and within the scope of duties determined by the “Insured”.
7. **“Impaired Property”** means tangible property, other than the “Insured’s products” or the “Insured’s work”, that cannot be used or is less useful because:
  - (a) it incorporates the “Insured’s product” or the “Insured’s work” that is known or thought to be defective, deficient, inadequate or dangerous; or
  - (b) the “Insured” has failed to fulfill the terms of a contract or agreement;if such property can be restored to use by the repair, replacement, adjustment or removal of the “Insured’s product” or the “Insured’s work” or the “Insured” fulfilling the terms of the contract or agreement.
8. **“Insured”** means:
  - (a) the Named Insured;
  - (b) any organization in which the Named Insured holds a majority interest as of the effective date of this Policy and to which more specific insurance does not apply;
  - (c) any organization acquired or formed after the effective date of this Policy in which the Named Insured holds a majority interest and to which more specific insurance does not apply. Coverage under this provision is afforded (i) until the 90th day after the acquisition or creation of such organization or (ii) the end of the “policy period”, whichever is earlier. This Item (c) will not apply if such organization has been added to the Policy by Endorsement. However, this Policy does not apply to any liability for damages or injury which commenced before the Named Insured acquired or formed such organization;
  - (d) any present or former partner, joint venture member, officer, director or shareholder of the Named Insured or of an organization described in (b) or (c) above while acting within the scope of his or her duties as such;
  - (e) except with respect to coverage afforded under **SECTION I – COVERAGE C**, any former or present “employee” of the Named Insured or of an organization described in (b) or (c) above while acting within the scope of his or her duties as such;
  - (f) any person, partnership, firm, corporation or governmental entity for whom or for which the Named Insured or an organization described in (b) or (c) above has contracted to effect insurance. However, the insurance provided for such Insured is restricted to apply solely to liability arising out of operations performed under this contract and only to the extent required by this contract;
  - (g) any person or organization while acting as the real estate manager for the Named Insured or an organization described in (b) or (c) above.
  - (h) if the Named Insured is an individual, his or her spouse, but only with respect to the conduct of a business of which the Named Insured is the sole owner;
  - (i) if the Named Insured is a partnership or joint venture, the members, partners and their spouses, but only with respect to the conduct of the “Insured’s” business;
  - (j) the legal representative of the Named Insured if he or she dies but only with respect to duties as such;



- (k) “volunteer workers”, but only while performing duties or functions related to the conduct of the Named Insured’s business or the business of an organization described (b) or (c) above.
- (l) any vendor, but only with respect to “bodily injury” or “property damage” arising out of the distribution or sale of the “Insured’s products” in the regular course of that vendor’s business and only if “products and completed operations hazard” coverage is provided under this Policy.

No vendor is an “Insured” with respect to:

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

The coverage provided by this Policy does not apply to any person or organization, as “Insured”, from whom or from where the Named Insured acquires the “Insured’s product” or any ingredient, part or container, entering into, accompanying or containing the “Insured’s products”

- (m) all additional individuals for who a certificate of insurance has been issued on behalf of the Insurer, but only with respect to liability arising out of the “Insured’s” operations or premises owned by or rented to the “Insured”.
- (n) “freelance employees” but only for the work done within the scope of their employment by the “Insured” or the “Insured’s” performance of duties related to the conduct of the “Insured’s” business for whom the “Insured” compensates directly. However, none of these employees is an “Insured” for:
  - (i) “bodily injury” or “personal injury” to the “Insured” or to another “employee” while in the course of his or her employment; or
  - (ii) “bodily injury” or “personal injury” to any person who at the time of injury is entitled to benefits under any worker’s compensation or disability benefits law or a similar law; or
  - (iii) “bodily injury” or “personal injury” arising out of his or her providing or failing to provide professional health care services; or



- (iv) “property damage” to property owned or occupied by or rented or loaned to that “freelance employee,” any of the “Insured’s” other “employees,” or any of the “Insured’s” partners or members (if the “Insured” is a partnership or joint venture).
- (o) “loan out corporations” but only for the work done by loaned within the scope of their employment by the “Insured” or their performance of duties related to the conduct of the “Insured’s” business.

**9. “Insured Contract” means.**

- a. a lease of premises;
- b. a sidetrack agreement;
- c. an easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
- d. any other easement agreement;
- e. an indemnification of a municipality as required by ordinance, except in connection with work for a municipality;
- f. an elevator maintenance agreement;
- g. that part of any other contract or agreement pertaining to your business under which you assume the tort liability of another to pay “compensatory damages” because of “bodily injury” or “property damage” to a third person or organization, if the contract or agreement is made prior to the “bodily injury” or “property damage”; or
- h. a filming location rental agreement

However, “Insured Contract” does not include that part of any contract or agreement under which you assume the tort liability as respects the following:

- a. that indemnifies an architect, engineer or surveyor for for injury or damage arising out of preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications or for giving directions, instructions, or failing to give them if that tis the primary cause of the injury or damage/
- b. If the insured is an architect, engineer or surveyor and assumes liability for injury or damage arising out of the Insureds rendering or failing to render professional surcives for supervisory, inspection or engineering services and including those listed in 1 above.

**10. “Insured’s product”** means goods or products, other than real property, manufactured, sold, handled or distributed or disposed of by the Named Insured or an organization described in Definition 8.(b) or 8.(c) above or by others trading under the name of the Named Insured or an organization described in Definition 8.(b) or 8.(c) above, including any container thereof (other than a vehicle), materials, parts or equipment furnished in connection with such goods or products. “Insured’s product” includes warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of the product and the provision or failure to provide warnings or instructions. “Insured’s product” does not include vending machines or other property rented to or located for use of others but not sold.

**11. “Insured’s work”** means work or operations performed by or on behalf of the Named Insured or an organization described in Definition 8.(b) or 8.(c) above and materials, parts or equipment furnished in connection with such work or operations. “Insured’s work” includes warranties or representations made

any time with respect to the fitness, quality, durability, performance or use of the work, and the providing or failure to provide warnings or instructions.

12. **“Leased worker”** means a person leased to the “Insured” under an agreement with a labour leasing firm to perform duties related to the conduct of the “Insured’s” business. “Leased worker” does not include a “temporary worker”.
13. **“Loan out corporation”** means a corporation, partnership or joint venture which provides the services of its employees to the Named Insured.
14. **“Loss adjustment expense”** means those expenses incurred by the Insurer pursuant to **SECTION III – SUPPLEMENTAL PAYMENTS** of this Policy. “Loss adjustment expense” does not include salaries of the Insurer’s “employees” involved in the investigation, settlement and defense of claims or “suits”.
15. **“Mobile equipment”** means a land vehicle, including any machinery or apparatus attached thereto, whether or not self-propelled and
  - (a) not subject to motor vehicle registration; or
  - (b) maintained for use solely on premises owned by or rented to the Named Insured, including the ways immediately adjoining; or
  - (c) designed for use principally off public roads; or
  - (d) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills, concrete mixers, other than the mix-in-transit type, graders, scrapers, rollers and other road construction or repair equipment, geophysical exploration and well servicing equipment.
16. **“Occurrence”** means:
  - (a) with respect to “bodily injury”, “property damage” or “employers’ liability”, an accident, including continuous or repeated exposure to substantially the same general harmful conditions. All damages arising out of the same or related acts or omissions of the Insured or out of one lot of goods or products manufactured, prepared or acquired by the “Insured” shall be deemed to arise out of one “occurrence.”
  - (b) with respect to “personal injury” or “advertising injury”, a covered offense. All damages that arise from the same or related act, publication or general conditions will be deemed to arise out of the same “occurrence”, regardless of the frequency or repetition thereof, the number or kind of media used or the number of claimants.
17. **“Other insurance”** means a policy of valid and collectible insurance affording coverage that this Policy also affords and includes any type of self-insurance or other mechanism by which an “Insured” arranges for funding of legal liabilities.
18. **“Personal injury”** means injury, other than “bodily injury” or “advertising injury”, arising out of one or more of the following offenses committed in the course of the “Insured’s” business:
  - (a) false arrest, detention or imprisonment;
  - (b) malicious prosecution;
  - (c) the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

- (d) oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
  - (e) oral or written publication, in any manner, of material that violates a person's right of privacy.
19. **"Policy period"** means that period designated in Item 4 of the Declarations of this Policy or any renewals thereof.
20. **"Products and completed operations hazard"** means all "bodily injury" and "property damage" occurring away from premises the "Insured" owns or rents and arising out the "Insured's product" or "Insured's work" except:
- (a) products that are still in the "Insured's" physical possession; or
  - (b) work that has not yet been completed or abandoned. The "Insured's work" will be deemed completed at the earliest of the following times:
    - (i) when all of the work to be performed by or on behalf of the "Insured" under the contract has been completed;
    - (ii) when all of the work to be performed by or on behalf of the "Insured" at the site has been completed if the contract calls for work at more than one site; or
    - (iii) when that part of the work done at a 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 deemed complete.

This hazard does not include "bodily injury" or "property damage" arising out of the pick-up, delivery or transportation of property or the existence of tools, uninstalled equipment or abandoned or unused materials.

21. **"Professional services"** means:
- (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, including fitness, weight training and athletic coaching;
  - (c) professional services of a pharmacist;
  - (d) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
  - (e) the handling or treatment of deceased human bodies including autopsies, organ donations or other procedures;
  - (f) any cosmetic, body piercing, tonsorial, massage, physiotherapy, chiropody, hearing aid, optical or optometric services or treatments;
  - (g) the preparation or approval of maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications;
  - (h) supervisory, inspection, architectural, design or engineering services;
  - (i) accountant's, notary's (Quebec), notary public's, paralegal's, law clerk's, lawyer's, real estate broker's or agent's, insurance broker's or agent's, travel agent's, financial institution's, consultant's or advisor's professional advice or activities;



- (j) any computer programming or re-programming, consulting, advisory or related services; and
  - (k) claim, investigation, adjustment, appraisal, survey or audit services.
22. **“Property Damage”** means:
- (a) physical injury to or destruction of tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
  - (b) loss of use of tangible property that is not physically injured or destroyed. All such loss will be deemed to occur at the time of the “occurrence” that caused it.
23. **“Suit”** means a civil proceeding in which injuries or damages to which this insurance applies are alleged. “Suit” includes:
- (a) an arbitration proceeding in which such damages are claimed and to which the “Insured” must submit or does submit with our consent; or
  - (b) any other alternative dispute resolution proceeding in which such damages are claimed and to which the “Insured” submits with our consent.
24. **“Temporary worker”** means a person who is furnished to the “Insured” to substitute for a permanent “employee” on leave or to meet seasonal or short-term workload conditions.
25. **“Tort Liability”** means a liability that would be imposed by law in the absence of any contract or agreement.
26. **“Volunteer worker”** means a person who is not an “employee” of the “Insured” and is not paid a fee, salary or other compensation by the “Insured” or anyone else for his or her work performed for the “Insured” but who acts at the direction of and within the scope of duties determined by the “Insured”.

## SECTION VIII – CONDITIONS

This Policy is subject to the following conditions:

### 1. **Action Against Insurer:**

No action shall lie against the Insurer unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this Policy, nor until the amount of the “Insured’s” obligation to pay shall have been finally determined either by judgment against the “Insured” after actual trial or by written agreement of the “Insured”, the claimant and the Insurer. Every action or proceeding against the Insurer shall be commenced within one year next after the date of such judgment or written agreement and not afterwards. Nothing contained in this Policy shall give any person or organization any right to join the Insurer as a co-defendant in any action against the “Insured” to determine the “Insured’s” liability.

### 2. **Adjustment of Premium:**

Unless otherwise stated, the premium stated in the Declarations is a deposit premium. Premium adjustment will be made at the end of the “policy period” and will be based upon the rates stated in the Declarations or in any Endorsement attached to this Policy.

Additional premium and return premium for newly acquired and newly divested operations, respectively, will be computed in accordance with the Insurer's rules and rating plans.

The deposit premium will be credited against the adjusted premium. If the adjusted premium for this Policy exceeds the deposit premium, the first Named Insured will immediately pay the additional amount to the Insurer. If the deposit premium exceeds the adjusted earned premium, the Insurer will immediately return to the first Named Insured the unearned portion of the deposit premium, subject to the retention, by the Insurer, of the Minimum Annual Premium, if any, stated in Item 7 of the Declarations.

3. **Appeals:**

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

4. **Audit of Books and Records:**

The Insurer may audit the “Insured’s” books and records at any time during the Policy Period and any extension thereof, and during a one-year period following termination or expiry.

5. **Bankruptcy or Insolvency:**

Bankruptcy, insolvency or inability to pay of the “Insured” or the “Insured’s” estate will not relieve the Insurer of its obligations under this Policy. Under no circumstances will such bankruptcy, insolvency or inability to pay require the Insurer to drop down and replace the Deductible stated in Item 6(a) of the Declarations or assume any obligation associated with said Deductible.

6. **Canadian Currency Clause:**

Unless otherwise stated in Item 10 of the Declarations, all limits, premiums and other amounts expressed in this Policy are in Canadian currency.

7. **Termination:**

This policy may be terminated:

- (a) by the first Named Insured at any time upon written notice to the Insurer stating when thereafter termination is to become effective. If the premium is not adjustable, the return premium will be calculated on a short rate basis for the time the policy has been in force. If the premium is subject to an adjustment rate, the return premium will equal the excess of the deposit premium over the actual amount of adjustable earned premium, when determined, for the time the policy has been in force.
- (b) by the Insurer giving to the first Named Insured 90 days written notice, or 15 days written notice for non-payment of premium, of termination by registered mail. Notice of termination will be mailed to the first Named Insured's last known address. If the premium is not adjustable, the return premium will be calculated on a pro-rata basis for the time the policy has been in force. If the premium is subject to an adjustment rate, the return premium will be equal to the excess of the deposit premium over the actual amount or adjustable earned premium, when determined, for the time the policy has been in force.

In either case, the return premium will be subject to the retention, by the Insurer, of the Minimum Retained Premium, if any, stated in the Item 7 of the Declarations.

8. **Waiver or Amendment:**

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

9. **Duties in the Event of Occurrence, Claim or Suit:**

- (a) In the event of an “occurrence” which may result in a claim under this Policy, the “Insured” shall notify the Insurer thereof as soon as possible at its address indicated on the Declarations. Such notice shall contain all reasonably available information pertaining to the “occurrence”.

Knowledge of an “occurrence” by any agent, “employee”, “temporary worker” or “volunteer worker” of the “Insured” will not constitute knowledge by the “Insured”, unless an officer of



the “Insured” or his designee receives notice of such “occurrence” from its agent, “employee”, “temporary worker” or “volunteer worker”.

- (b) If a claim is made or “suit” is brought against the “Insured”, the “Insured” shall immediately forward to the Insurer every demand, notice, summons or other process received by the “Insured” or the “Insured's” representative.
- (c) The “Insured” shall cooperate with the Insurer and, upon the Insurer's request, assist in making settlements, in the conduct of a “suit” and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the “Insured” because of damages covered by this Policy. The “Insured” shall also attend hearings and trials and assist in obtaining and giving evidence and securing the attendance of witnesses.
- (d) Additionally, it is a requirement of this Policy that the “Insured” not make any admission of liability, nor, except at its own cost, voluntarily make any payment, assume any obligation or incur any expenses other than for immediate medical relief to others as is imperative at the time of an “occurrence”.
- (e) The Insurer is entitled to deny coverage for any claim in the event that the "Insured" does not fulfill the duties set out in (a) to (d) above and the Insurer thereby sustains prejudice.

**10. Inspection:**

The Insurer has the right, but not the duty, to inspect the “Insured's” premises and operations at any time during the policy period and any extension thereof. The Insurer's inspections are not safety inspections and the Insurer does not warrant that the premises or operations comply with laws, regulations, codes or standards. The Insurer's inspections relate only to the subject matter of this insurance and to the premium to be charged. The Insurer assumes no responsibility and waives no rights by reason of such inspection, examination, audit or the omission thereof.

**11. Premiums and Changes:**

The first Named Insured shown in the Declarations is solely responsible for making or receiving payments of premiums or adjustments of premium. The first Named Insured will act on behalf of all other “Insureds” for giving and receiving of notice of termination and for giving instructions to or agreeing with the Insurer with respect to alteration of this Policy.

**12. Other Insurance:**

The coverage afforded by this Policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the “Insured” has other insurance, which is applicable to a loss on an excess or contingent basis, the Limits of Liability under this Policy will not be reduced by the existence of such other insurance. When insurance provided by this Policy and by “other insurance” apply to a loss on the same basis, whether primary, excess or contingent, the Insurer will be liable under this Policy for the proportion of such loss stated in the applicable contribution provision below:

- (a) Contribution by Equal Shares:

If all “other insurance” provides for contribution by equal shares, the Insurer will also follow this method. Under this method, each insurer contributes equal amounts until it has paid its applicable limit of liability or the full amount of the loss is paid, whichever comes first.

- (b) Contribution by Limits:

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



**13. Severability of Insureds:**

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

- (a) as if each “Insured” were the only “Insured”; and
- (b) separately to each “Insured” against whom claim is made or “suit” is brought.

**14. Transfer of Rights and Duties:**

The Named Insured's rights and duties under this insurance may not be transferred without the Insurer's written consent. In the event of death of an individual Named Insured, the Named Insured's rights and duties will be transferred to the Named Insured's legal representative, but only while acting within the scope of duties as the Named Insured's legal representative. Until the Named Insured's legal representative is appointed, anyone having temporary custody of the Named Insured's property will have the Named Insured's rights and duties but only with respect to that property.

**15. Liberalization Clause**

If within sixty days (60) prior to or during the “policy period”, the Insurer does a revision to the coverages provided under this Policy which would broaden such coverages without the need for any additional premium then such broadened coverage will immediately apply to this Policy.

**16. Conformity with Laws, Trade Sanctions or Embargoes**

This Policy does not provide any cover for any business or activity to the extent that such cover would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sections, laws or regulations, including Canada, the United States of America, the European Union or the United Kingdom.

**17. Subrogation:**

The Insurer shall be subrogated to all of the “Insured’s” rights of recovery with respect to any payment made under this Policy. In this regard, the “Insured” shall execute any documentation required to enforce such rights and shall co-operate in all respects with the Insurer to assist in the enforcement of such rights. In witness whereof, we have caused this policy to be executed and attested, but this policy will not be valid unless countersigned by one of our duly authorized representatives, where required by law.