

Form #4502-C - Standard Schedule of Endorsements
(Rev. 21 February 2017)

This schedule of forms contains a number of endorsements and clauses that are applicable to the attached policy – PLEASE READ CAREFULLY.

The following endorsements and clauses apply to the Commercial General Liability coverage and the Errors and Omissions coverage of the attached policy:

- War Exclusion
- Nuclear Energy Liability Exclusion
- Absolute Pollution Exclusion
- Asbestos Exclusion
- Map Mold Exclusion
- Electronic Date Recognition Exclusion
- Terrorism Exclusion Endorsement
- Sexual Abuse and Molestation Exclusion
- Libel and Slander Exclusion
- Liquor Liability Exclusion
- Several Liabilities Clause
- Electronic Data and Cyber Risk Exclusion Endorsement

WAR EXCLUSION

This policy does not insure "Bodily injury" or "property damage" due to war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power.

NUCLEAR ENERGY LIABILITY EXCLUSION

This policy does not insure:

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

As used in this policy:

- 1) The term "nuclear energy hazard" means the radioactive, toxic, explosive, or other hazardous properties of radioactive material;
- 2) The term "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;
- 3) 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 uranium or any one or more of them;
 - b) any equipment or device designed or used for (i) separating the isotopes of plutonium, thorium and uranium or any one or more of them, (ii) processing or 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.
- 4) The term "fissionable substance" means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.

ABSOLUTE POLLUTION EXCLUSION

This policy does not insure:

1. 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 or "pollutants".
 - a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - i) Bodily Injury, if sustained within a building and caused by smoke, fumes, vapour or soot from equipment used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - ii) Bodily Injury or Property Damage for which 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
 - iii) Bodily Injury or Property Damage arising out of heat, smoke or fumes from a "hostile fire";
 - b) At or from any premise, site or location which is or was at any time used by or for any Insured or others for the handling, storage, disposal, processing or treatment of waste;
 - c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - i) Any Insured; or
 - ii) Any person or organization for whom you may be legally responsible; or
 - d) At or from any premises, site or location on which any Insured or any contractors or subcontractors working directly or indirectly on any Insureds 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 sub contractor. However, this subparagraph does not apply to:

- i) Bodily Injury or Property Damage arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the Bodily Injury or Property Damage arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - ii) Bodily Injury or Property Damage sustained within a building and caused by the release of gases, fumes or vapors for materials brought into that building in connection with operation being performed by you or on your behalf by a contractor or subcontractor; or
 - iii) Bodily Injury or Property Damage arising out of heat, smoke or fumes from a "hostile fire"
- e) At or from any premises, site or location on which any Insured or any contractors or subcontractors working directly or indirectly on any Insureds behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of, "pollutants".
2. Any loss, cost or expenses arising out of any:
- a) Request, demand, order or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - b) Claim or Action by or on behalf of the 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 Section (2) 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.

ASBESTOS EXCLUSION - MKTFRM

It is agreed that this policy shall not apply to:

- 1. liability directly or indirectly caused by or alleged to be caused by or contributed to in whole or in part by or arising from the existence of or exposure to asbestos and/or any asbestos containing materials;
- 2. any obligation to defend any claim or suit against the Assured alleging liability resulting from 1 above nor to Underwriters' liabilities for Defense Costs arising therefrom.

MAP MOLD EXCLUSION – Revised Nov 1, 2005

This policy does not insure any loss, injury, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to: mold, mildew, fungus, spores or other micro-organism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless whether there is

- (i) any physical loss or damage to insured property;
- (ii) any insured peril or cause, whether or not contributing concurrently or in sequence;
- (iii) any loss of use, occupancy, or functionality; or
- (iv) any action required, including but not limited to repair, replacement, removal, clean-up, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

ELECTRONIC DATE RECOGNITION EXCLUSION (EDRE) NMA 2802

Notwithstanding anything to the contrary contained herein, it is understood and agreed that this Policy is subject to the following:-

This policy does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

- a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not; or
- b) any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

TERRORISM EXCLUSION ENDORSEMENT (Form #NMA2951 Rev. 14/07/2002)

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes liability for loss, injury, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, injury, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any loss, injury, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

SEXUAL ABUSE AND MOLESTATION EXCLUSION

This policy does not insure any claims which are caused by, arise out of or are resulting from any actual, threatened or alleged "sexual abuse and/or molestation" committed or alleged to have been committed is hereby excluded absolutely from the policy.

For the purpose of this endorsement only:

"Sexual Abuse and/or molestation" is defined as any or all of the following:

- sexual misconduct
- psychological, emotional or mental abuse of a sexual nature

- molestation
- sexual harassment

LIBEL AND SLANDER EXCLUSION

This Policy does not insure any "occurrences", claims or "actions" arising from or attributable to libel or slander.

LIQUOR LIABILITY EXCLUSION

This Policy does not insure any "occurrences", claims or "actions" arising from or attributable to the service or presence of liquor or intoxicating beverages or intoxicating substances, including any liability resulting or arising directly or indirectly from liquor licensing laws, liquor control laws, or similar laws.

SEVERAL LIABILITIES CLAUSE – LSW1001 (REV. DECEMBER 12, 2007)

The subscribing insurer's obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

ELECTRONIC DATA AND CYBER RISK EXCLUSION ENDORSEMENT

This endorsement is attached to and forms part of Manufacturers and Wholesalers Commercial General Liability

This policy does not cover any claim, damages, costs or expenses directly or indirectly arising out of, caused by, contributed to or resulting from any:

- (1) Functioning, non-functioning, improperly functioning, availability or unavailability of:
 - (a) The internet or similar facility; or
 - (b) Any intranet or private network or similar facility; or
 - (c) Any website, bulletin board, chat room, search engine, portal or similar third party application service.
- (2) Alteration, corruption, destruction, distortion, erasure, theft or other loss of or loss of use or damage to DATA, software, information repository, microchip, integrated system or similar device in any computer equipment or non-computer equipment or any kind of programming or instruction set; or
- (3) Loss of use or functionality, whether partial or entire, cost, expense of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic and any ensuing inability or failure of any insured to conduct business.

Clauses (1), (2) and (3) apply regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Further, for the purposes of this endorsement;

DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.