

Form #992 (Rev. April 2019)
Premises Liability Coverage

PREMISES LIABILITY INSURANCE

DEFINITIONS of certain terms used in this Section Two

Insured

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

- (1) If the Named Insured is designated in the Declarations as an individual, the person so designated but only with respect to their interest in the Insured premises;
- (2) If the Named Insured is designated in the Declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (3) If the Named Insured is designated in the Declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (4) Any person (other than an employee of the Named Insured) or organization while acting as real estate manager for the Named Insured. This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the Insured is a partner or member and which is not designated in this policy as a Named Insured.

Additional Insureds

In addition, the following persons are insured:

1. Any person while performing duties as your residence employee;
2. Your legal representative having temporary custody of the insured premises, if you die while insured by this policy, for legal liability arising out of the insured Premises;
3. Any person who is insured by this policy at the time of your death and who continues residing on the Premises.

Bodily Injury and Property Damage

“**Bodily Injury**” means bodily injury, sickness or disease or resulting death.

“**Property Damage**” means damage to, or destruction of, or loss of use of property.

Residence Employee

“Residence Employee” means a person employed by you to perform duties in connection with the maintenance or use of the Premises. This includes persons who perform household or domestic services or duties of a similar nature for you. This does not include persons while performing duties in connection with your business.

Premises

“Premises” means the Risk Location or Location of Risk, as specifically described on the Declarations page.

Motorized Vehicles You Own

You are insured against claims arising out of your ownership, use or operation of the following vehicles, only whilst used on the Premises:

1. Self-propelled lawn mowers, snow blowers, garden-type tractors, or implements, used or operated mainly on your property, provided they are not used for compensation or hire, and their trailers;
2. Motorized golf-carts;
3. Motorized wheelchairs.

Trailers

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

Business or Business Use

“Business” means a trade, profession or occupation.

“Business Property” means property on which a business is conducted, property rented in whole or in part to others, or held for rental.

Aircraft

The term aircraft includes Hang Gliders and all other devices which will bear the weight of an individual and become air borne when towed behind a motor vehicle, watercraft or aircraft, or by free flight from land elevations or structures. The term does not apply to model aircraft.

Condominium Corporation

In this policy the words “Condominium Corporation” mean a condominium, strata corporation or Syndicate established under Provincial legislation.

COVERAGES

Limit of Liability

This insurance applies only to accidents or occurrences which take place during the period of insurance indicated on the Declarations page.

We provide coverage up to the limit of insurance shown on the Declarations page, for any one accident or occurrence.

Separate Insureds

Each person insured is a separate insured, but this does not increase the limit of insurance.

PREMISES LIABILITY INSURANCE

We will pay all sums on your behalf which you become legally liable to pay as compensatory damage because of bodily injury or property damage arising out of the ownership of the Premises.

We **will not** pay any fines, penalties, punitive damages, exemplary damages or any other sum over and above actual compensatory damages.

The amount of insurance is the maximum amount we will pay for all compensatory damages in respect of one accident or occurrence.

You are insured for claims made against you arising from:

Premises Liability

Legal liability arising out of your ownership, use or occupancy of the Premises. This insurance also applies if you assume, by a written contract, the legal liability of other persons in relation to your premises.

You **are not** insured for claims made against you arising from:

- a. Damage to property you own, occupy or lease;
- b. Damage to property in your care, custody or control;
- c. Damage to personal property or fixtures as a result of work done on them by you or anyone on your behalf;
- d. Bodily injury to you or to any person residing in your household other than a residence employee.

Loss Assessment Coverage

Your share of special assessments levied against the Unit Owners by the Condominium Corporation (provided such assessment is valid under the Condominium Corporation's rules), when such assessment is made necessary by liability of the Condominium Corporation for occurrence(s) during the policy period to which this form applies.

We will pay up to \$25,000 in total for all special assessments made during the period of insurance shown on the Declarations page.

We will pay up to \$1,000 for that portion of any assessment made necessary by a deductible clause in the liability insurance of the Condominium Corporation.

Claim Investigation and Defense

We will defend, by counsel of our choice, any suit against you alleging bodily injury or property damage and seeking compensatory damages, even if it is groundless, false or fraudulent, provided the allegation arises from your liability for the ownership of the Premises. We reserve the right to investigate, negotiate and settle any claim or suit if we decide this is appropriate.

Additional Payments

In addition to the limit of insurance, we will pay:

1. All expenses which we incur;
2. All costs charged against you in any suit insured under this coverage;
3. Any interest, and indemnity as defined in the applicable article of the Civil Code of Quebec, accruing after judgment, or where applicable, interest accruing from the date of the action, or determined by the Court, on that part of the judgment which is within the limit of insurance;
4. Premiums for appeal bonds required in any insured suit involving you and bonds to release any property that is being held as security, up to the limit of insurance, but we are not obligated to apply for or provide these bonds;
5. Expenses which you have incurred for emergency medical or surgical treatment to others following an insured accident or occurrence;
6. Reasonable expenses, except loss of earnings, which you incur at our request.

VOLUNTARY MEDICAL PAYMENTS TO OTHERS

We will pay reasonable medical expenses incurred within one year of the date of the accident, if you unintentionally injure another person or if they are accidentally injured on your premises. This coverage is available even though you are not legally liable. Medical expenses include surgical, dental, hospital, nursing, ambulance service and funeral expenses. Medical expenses for residence employees are insured.

The amount of insurance shown on the Declarations page for this coverage is the maximum amount we will pay for each person in respect of one accident or occurrence.

We **will not** pay expenses covered by any medical, dental, surgical or hospitalization plan or law, or under any other insurance contract.

We **will not** pay your medical expenses or those of persons residing with you, other than residence employees.

We **will not** pay medical expenses of any person covered by any Workers' Compensation Statute.

You **are not** insured for claims arising out of the ownership, use or operation of any motorized vehicle, trailer or watercraft, except those for which coverage is provided in this policy.

You shall attempt to arrange for the injured person, if requested, to:

1. Give us, as soon as possible, written proof of claim, under oath if required;
2. Submit to physical examination at our expense by doctors we select as often as we may reasonably require;
3. Authorize us to obtain medical and other records.

Proofs and authorization may be given by someone acting on behalf of the injured person.

VOLUNTARY PROPERTY DAMAGE PAYMENTS TO OTHERS

We will pay for unintentional direct damage you cause to property even though you are not legally liable up to the limit shown in the Declarations page for this coverage. You may also use this coverage to reimburse others for direct property damage caused intentionally by an insured 12 years of age or under.

You **are not** insured for claims:

- a. Resulting from the ownership, use or operation of automobiles or watercraft;
- b. For property you or your tenants own or rent;
- c. Caused by the loss of use, disappearance or theft of property.

We will pay whichever is the least of the following:

1. The actual cash value of the property at the time of the loss;
2. What it would cost to repair or replace the property with materials of similar quality at the time of loss;
3. The amount shown on the Declarations page.

We may pay for the loss in money or may repair or replace the property, and may settle any claim for loss of property either with you or the owner of the property. We may take over any salvage if we wish.

Within 60 days after the loss, you must submit to us (under oath if required) a Proof of Loss Form containing the following information:

1. The amount, place, time and cause of loss;

2. The interest of all persons in the property affected;
 3. The actual cash value of the property at the time of loss.
- If necessary, you must help us to verify the damage.

GENERAL EXCLUSIONS - APPLICABLE TO PREMISES LIABILITY INSURANCE

You **are not** insured for claims arising from:

- a. Loss or damage caused by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
- b. Bodily injury or property damage which is required to be insured under a nuclear energy liability policy issued by the Nuclear Insurance Association of Canada, or any other group or pool of Insurers;
- c. Your business or any business use of your premises except as defined or specified on the Declarations page;
- d. The rendering or failure to render any professional service;
- e. Bodily injury or property damage caused by your intentional or criminal act or failure to act, or any intentional or criminal act or failure to act by any other person at your direction;
- f. The ownership, use or operation of any aircraft or premises used as an airport or landing strip, and all necessary or incidental operations;
- g. The transmission of communicable disease by an insured;
- h. Indecent acts, sexual assault, sexual, physical, psychological or emotional harassment, corporal punishment or abuse:
 - a) by or with the express or implied consent of an insured;
 - b) by any other person at the direction of an insured;
- i. The ownership, use or operation of any motorized vehicle, trailer or watercraft, except those for which coverage is provided in this policy;
- j. Underground or above ground fuel tanks or resultant pollutants.
- k. bodily injury or property damage arising out of structural alterations, including but not limited to, which involve changing the size of or moving buildings or other structures, new construction; or demolition operations performed by or on behalf of the Named insured

CLAIM AND DEFENSE CONDITIONS APPLICABLE TO PREMISES LIABILITY INSURANCE

Notice of Accident or Occurrence

When an accident or occurrence takes place, you must immediately give us notice (in writing if required). The notice must include:

1. Your name and policy number;
2. The time, place and circumstances of the accident;
3. The names and addresses of witnesses and potential claimants.

Assistance and Co-operation

You are required to:

1. Help us obtain witnesses, information and evidence about the accident and co-operate with us in any legal actions if we ask you;
2. Immediately send us every demand, notice, letter, document or writ received concerning the claim;
3. Not interfere in any settlement or legal proceeding.

Unauthorized Settlements

You shall not, except at your cost, voluntarily make any payment, assume any obligations or incur expenses, other than first aid expenses necessary at the time of accident.

Action Against Us

You shall not bring suit against us until you have fully complied with all the terms of this policy, nor until the amount of your obligation to pay has been finally determined either by judgment against you or by an agreement which has our consent.

With respect to "Voluntary Medical Payments to Others" and "Voluntary Property Damage Payments to Others", you shall not bring suit against us until you have fully complied with all the terms of this policy, nor until 60 days after the required Proof of Loss Form has been filed with us.

Other Liability Insurance

In the event you have other insurance which applies to a loss or claim, our policy will be considered excess insurance and we will not pay any loss or claim until the amount of such other insurance is used up.

Nothing herein contained shall vary, alter or extend any provision or conditions of the policy as otherwise shown.