

Form #444-2 - Comprehensive General Liability
(Rev. 17 December 2007)

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

This insurance applies only to "bodily injury", "property damage", "personal injury" and "advertising injury" and medical expenses arising or occurring out of the activities thereon necessary or incidental to the Insured group.

The insurance coverage for the "products – completed operations hazard" and for products available at the Insured's event(s) - is limited to "bodily injury" or "property damage" arising out of "Food" served, prepared, handled, stored, transported, treated or disposed of by or for any Insured for the purposes of the Insured's events. This coverage may be further restricted by the "Food" Borne Illness Exclusion Endorsement, when endorsed hereto.

The "Named Insured" refers to the person shown in the "Declaration Page(s)". The word "Insured" means any person or organization qualifying as such under SECTION II – WHO IS AN INSURED. Other words and phrases that appear in quotation marks have special meaning as defined in SECTION V – DEFINITIONS.

The term "Policy Period" refers to the period shown in the "Declaration Page(s)".

SECTION I - COVERAGES

COVERAGE A – "BODILY INJURY" AND "PROPERTY DAMAGE" LIABILITY

This insurance applies only when a "BODILY INJURY" and "PROPERTY DAMAGE" Liability Limit is indicated on the "Declaration Page(s)".

1. Insuring Agreement

- a. The Insurer will pay those sums that the Insured becomes legally obligated to pay as compensatory damages because of "bodily injury" or "property damage" to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND D. This insurance applies only to "bodily injury" and "property damage" which occurs during the Policy Period. The "bodily injury" or "property damage" must be caused by an "occurrence". The Insurer will have the right and duty to defend any "action" seeking those compensatory damages but:
 - (1) The amount the Insurer will pay for compensatory damages is limited as described in SECTION III – LIMITS OF INSURANCE.
 - (2) The Insurer may investigate and settle any claim or "action" at the Insurer's discretion; and
 - (3) The Insurer's right and duty to defend end when the Insurer has used up the Aggregate Policy Limit or applicable limit of insurance in the payment of defence costs, judgments or settlements under Coverage A, B, D, SPF 6, or medical expenses under Coverage C, whichever occurs first.
- b. Compensatory damages because of "bodily injury" include compensatory damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- c. "Property damage", that is, loss of use of tangible property that is not physically injured, shall be deemed to occur at the time of the "occurrence" that caused it.

2. Exclusions

This insurance does not apply to:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of any Insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.
- b. "Bodily injury" or "property damage" for which the Insured is obligated to pay compensatory damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for compensatory damages:
 - (1) Assumed in a contract or agreement that is an "Insured Contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the "Insured Contract"; or
 - (2) That the Insured would have in the absence of the contract or agreement.
- c. "Property damage" or "bodily injury" arising out of:
 - (1) the "products – completed operations hazard";
 - (2) any defect, deficiency, inadequacy or dangerous condition in the "Named Insured's product", or
 - (3) any product manufactured, sold, handled, distributed or disposed of at the Insured's activities.This exclusion does not apply to "property damage" or "bodily injury" arising out of "Food" served, prepared, handled, stored, transported, treated or disposed of by or for any Insured in connection with the Insured's activities.
- d. Any obligation of the Insured under worker's compensation, disability benefits or unemployment compensation law or any similar law.
- e. "Bodily injury" to an employee of the Insured arising out of and in the course of employment by the Insured.

This exclusion applies:

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

This exclusion does not apply to:

 - (i) Liability assumed by the Insured under an "Insured Contract"; or
 - (ii) Liability to employees on whose behalf contributions are made by or required to be made by the Insured under the provisions of any workers compensation law.
- f.
 - (1) "Bodily injury" or "property damage" arising out of the ownership, use or operation by or on behalf of any Insured of:
 - (a) Any "automobile";
 - (b) Any motorized snow vehicle or its trailers;
 - (c) Any vehicle while being used in any speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity; or
 - (d) Any vehicle which if it were to be insured would be required by law to be insured under a contract evidenced by a motor vehicle liability policy, or any vehicle insured under such a contract, but this exclusion does not apply to the ownership, use or operation of machinery, apparatus or equipment mounted on or attached to any vehicle while at the site of the use or operation of such equipment.
 - (2) "Bodily injury" or "property damage" with respect to which any motor vehicle liability policy is in effect or would be in effect but for its termination upon exhaustion of its limit of liability or is required by law to be in effect.

This exclusion does not apply to "bodily injury" to an employee of the Insured on whose behalf contributions are made by or required to be made by the Insured under the provisions of any workers compensation law.

- g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use, operation, loading or unloading, or entrustment to others, by or on behalf of any Insured of any watercraft.
This exclusion does not apply to:
 - (1) A watercraft while ashore on premises the Insured owns or rents;
 - (2) A watercraft the Insured does not own that is:
 - (a) Less than 8 meters long; and
 - (b) Not being used to carry persons or property for a charge.
 - (3) "Bodily injury" to an employee of the Insured on whose behalf contributions are made by or required to be made by the Insured under the provisions of any workers compensation law.
- h. (1) "Bodily injury" or "property damage" arising out of the ownership, maintenance, use, operation, loading unloading, or the entrustment to others, by or on behalf of any Insured of:
 - (a) Any aircraft; or
 - (b) Any air cushion vehicle.
 - (2) "Bodily injury" or "property damage" arising out of the ownership, existence, use or operation by or on behalf of any Insured of any premises for the purpose of an airport or aircraft landing area and all operations necessary or incidental thereto.
- i. "Property damage" to:
 - (1) Property and premises owned or occupied by or rented to the Insured;
 - (2) Premises the Insured sells, gives away or abandons, if the "property damage" arises out of any part of those premises;
 - (3) Personal property in the care, custody or control of the Insured;
 - (4) 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
 - (5) That particular part of any property that must be restored, repaired or replaced because "the Insured's work" was incorrectly performed on it.

Paragraph (2) 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 (3), (4) and (5) of this exclusion do not apply to liability assumed under a sidetrack agreement subject to Exclusion c, paragraph (5) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

- j. "Property damage" to "the Named Insured's product" arising out of such products or any part of such products.
- k. "Property damage" to "the Named Insured's work" arising out of it or any part of it and included in the "products-completed operations hazard".
Subject to Exclusion c, this exclusion does not apply if the damaged work or the work out of which the damage arises was performed on the Insured's behalf by a subcontractor.
- l. "Property damage" to "impaired property" or property that has not been physically injured, arising out of:
 - (1) A defect, deficiency, inadequacy or dangerous condition in "the Named Insured's product" or "the Named Insured's work"; or
 - (2) 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.

Subject to Exclusion c, this exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "the Named Insured's product" or "the Named Insured's work" after it has been put to its intended use.

- m. Any loss, cost or expense incurred by the Insured or others for the loss of use, withdrawal, recall, inspection, repair replacement, adjustment, removal or disposal of:
 - (1) "The Named Insured's product";
 - (2) "The Named Insured's work"; or
 - (3) "Impaired property";if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.
- n. "Property damage" or "bodily injury" arising out of:
 - (1) The use of explosives for blasting;
 - (2) Vibration from pile driving or caisson work; or
 - (3) The removal or weakening of support of any property, building or land whether such support be natural or otherwise.

This exclusion does not apply:

- (a) To "property damage" or "bodily injury" arising out of work performed on behalf of the Insured by any contractor or subcontractor;
 - (b) To "property damage" included within the "products-completed operations hazards".
- o. Pollution Liability – See Common Exclusions.
 - p. Nuclear Energy Liability – See Common Exclusions.
 - q. War and Terrorism Risks – See Common Exclusions.
 - r. Professional Liability – See Common Exclusions.
 - s. Host Liquor License – See Common Exclusions.
 - t. "Participant" Liability – See Common Exclusions.
 - u. Liability in Jurisdictions other than Canada – See Common Exclusions.
 - v. Asbestos and Toxic Mould – See Common Exclusions.

COVERAGE B – “PERSONAL INJURY” AND “ADVERTISING INJURY” LIABILITY

This insurance applies only when a “PERSONAL INJURY” and “ADVERTISING INJURY” Liability Limit is indicated on the “Declaration Page(s)”.

1. Insuring Agreement

- a. The Insurer will pay those sums that the Insured becomes legally obligated to pay as compensatory damages because of “personal injury” or “advertising injury” to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS – COVERAGES A, B and D. The Insurer has the right and duty to defend any “action” seeking those compensatory damages but:
 - (1) the amount the Insurer will pay for compensatory damages is limited as described in SECTION III – LIMITS OF INSURANCE.
 - (2) the Insurer may investigate and settle any claim or “action”:- at its discretion; and
 - (3) the Insurer’s right and duty to defend end when the Insurer has used up the Aggregate Policy Limit or applicable limit of insurance in the payment of judgments or settlements under Coverages A, B, D, SPF 6, or medical payment under Coverage C, whichever occurs first.
- b. This insurance applies to:
 - (1) “personal injury” caused by an offence arising out of the Insured’s operations, excluding advertising, publishing, broadcasting or telecasting done by or for the Insured; or
 - (2) “advertising injury” caused by an offence committed in the course of advertising the Insured’s goods, products or services; but only if the offence was committed in the “coverage territory” during the Policy Period.
- c. This insurance applies to “advertising injury” only if caused by an offence committed:
 - (1) In the “coverage territory” during the Policy Period; and
 - (2) In the course of advertising the goods, products or services of the Insured.The Insurer will consider any series of related or similar offences to be one offence.

2. Exclusions

This insurance does not apply to:

- a. “Personal injury” or “advertising injury”:-
 - (1) Arising out of oral or written publication of material, if done by or at the direction of the Insured with knowledge of its falsity;
 - (2) Arising out of oral or written publication of material whose first publication took place before the beginning of the Policy Period;
 - (3) Arising out of the wilful violation of a penal statute or ordinance committed by or with the consent of the Insured;
 - (4) For which the Insured has assumed liability in a contract or agreement unless the Insured would have been liable in the absence of the contract or agreement; or
 - (5) Arising out of any offence committed by any Insured whose business is advertising, broadcasting video production, publishing, telecasting, the provision of telecommunications service or the provision of Internet or other information exchange products or services.
- b. “Advertising injury” arising out of:
 - (1) Breach of contract, other than misappropriation of advertising ideas under an implied contract;
 - (2) The failure of goods, products or services to conform with advertised quality or performance;
 - (3) The wrong description of or mistake in the price of goods, products or services sold, offered for sale or advertised, including any claim based on comparative advertising or alleged false, mistaken, deceptive or fraudulent advertising;
 - (4) Arising out of an actual or alleged infringement of patent, trademark, service mark, trade secret, trade name, title or slogan; or
 - (5) Arising out of the ownership, creation, design, servicing, maintenance or upkeep by or on behalf of any Insured, of any Internet web-site(s), web-page(s) or similar information exchange media or service.
- c. Professional Liability – see Common Exclusions.
- d. Pollution Liability – see Common Exclusions.
- e. Any liability for “personal injury” or “advertising injury” sustained by any persons as a result of an offence directly or indirectly related to his or her employment by the Insured.
- f. Host Liquor License - See Common Exclusions.
- g. “Participant” Liability – See Common Exclusions.
- i. Liability in Jurisdictions other than Canada – See Common Exclusions.

COVERAGE C- MEDICAL PAYMENTS

This insurance applies only when a “MEDICAL PAYMENTS” Limit is indicated on the “Declaration Page(s)”.

1. Insuring Agreement

- a. The Insurer will pay medical expenses as described below for “bodily injury” caused by an accident:
 - (1) On premises the Named Insured owns or rents; or
 - (2) On ways next to premises the Named Insured owns or rents; or
 - (3) Because of the Named Insured’s operations;provided that:
 - (a) The accident takes place in the “coverage territory” and during the Policy Period;
 - (b) The expenses are incurred and reported to the Insurer within one year of the date of the accident; and
 - (c) The injured person submits to examination, at the Insurer’s expense, by physicians of the Insurer’s choice as often as the Insurer reasonably requires.
- b. The Insurer will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. The Insurer will pay reasonable expenses for:
 - (1) First aid at the time of the accident;
 - (2) Necessary medical, surgical, x-ray and dental services; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

The Insurer will not pay medical expenses for "bodily injury":

- a. To any Insured.
- b. To a person hired to do work for or on behalf of any Insured or a tenant of any Insured.
- c. To a person injured on that part of premises the Named Insured owns or rents that the person normally occupies.
- d. To a person, whether or not an employee of any Insured, who at the time of injury is entitled to benefits under any workers compensation or disability benefits law or similar law.
- e. To a person injured while taking part in athletics.
- f. The payment of which is prohibited by law.
- g. Included within the "products-completed operations hazard".
- h. Excluded under Coverage A.
- i. Host Liquor License – See Common Exclusions.
- j. "Participant" Liability – See Common Exclusions.

COVERAGE D – TENANTS' LEGAL LIABILITY

This insurance applies only when a "TENANTS' LEGAL LIABILITY" Limit is indicated on the "Declaration Page(s)".

1. Insuring Agreement

- a. The Insurer will pay those sums that the Insured becomes legally obligated to pay as compensatory damages because of "property damage" to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS-COVERAGES A, B AND D.
- b. This insurance applies only to "property damage" to premises including fixtures permanently attached thereto rented to the Named Insured or occupied by the Named Insured.
- c. This insurance applies only to "property damage" which occurs during the Policy Period. The "property damage" must be caused by an "occurrence". The "occurrence" must take place in the "coverage territory".
- d. The Insurer will have the right and duty to defend any "action" seeking those compensatory damages but:
 - (1) The amount the Insurer will pay for compensatory damages is limited as described in SECTION III – LIMITS OF INSURANCE;
 - (2) The Insurer may investigate and settle any claim or "action" at the Insurer's discretion; and
 - (3) The Insurer's right and duty to defend end when the Insurer has used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A, B, D, SPF 6, or medical expenses under Coverage C, whichever occurs first.

2. Exclusions

This insurance does not apply to:

- a. "Property damage" expected or intended from the standpoint of the Insured.
- b. "Property damage" for which the Insured is obligated to pay compensatory damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for compensatory damages that the Insured would have in the absence of the contract or agreement.
- c. "Property damage" due to wear and tear, gradual deterioration, normal upkeep, latent defect, or inherent vice.
- d. Pollution Liability – See Common Exclusions.
- e. Nuclear Energy Liability – See Common Exclusions.
- f. War and Terrorism Risks – See Common Exclusions.
- g. Professional Liability – See Common Exclusions.
- h. Host Liquor License – See Common Exclusions.
- i. "Participant" Liability – See Common Exclusions.
- j. Asbestos and Toxic Mould – See Common Exclusions.

COMMON EXCLUSIONS

This insurance does not apply to:

1. Nuclear Energy Liability

- a. Liability imposed by or arising from any nuclear liability act, law or statute, or any law amendatory thereof.
- b. "Bodily injury" 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 of 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 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 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.

2. War and Terrorism Risks

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

- a. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting an uprising, military or usurped power; or
- b. any act of terrorism.

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 exclusion also excludes loss, 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 a and/or b above.

If the Insurer alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

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

3. Professional Liability

"Bodily injury" (other than "Incidental Medical Malpractice injury") or "property damage" or "personal injury" or "advertising injury" due to the rendering of or failure to render any professional service which shall include but not be limited to:

- (1) Medical, surgical, dental, x-ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith;
- (2) Any service or treatment conducive to health or of a professional nature;
- (3) The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
- (4) The handling of deceased human bodies or performing of autopsies thereon;
- (5) Any cosmetic, ear piercing, body piercing, tonsorial, massage, physiotherapy, chiropody, hearing aid, optical or optometrical services or treatments;
- (6) The preparation or approval of maps, drawings, plans, opinions, reports, surveys, change orders, designs or specifications;
- (7) Supervisory, inspection, architectural or engineering services;
- (8) Professional advices or activities of accountants, advertisers, lawyers, notaries (Quebec), public notaries, real estate brokers or agents, insurance brokers or agents, travel agents, financial institutions or consultants;
- (9) Any evaluation, consultation, advice or design provided by or on behalf of any Insured in any way connected with telecommunications service(s), internet service(s) or other information exchange products or services;
- (10) Any computer systems or software development, design, specifications, reports, opinions, recommendations, servicing, programming or reprogramming, data-entry, consulting, advisory or related services; or
- (11) Erasure or loss of data and/or information contained in or on any form of media including tapes and discs.

"Incidental Medical Malpractice injury" means "bodily injury" arising out of the rendering of or failure to render, during the Policy Period, the following services:

- (i) Medical, surgical, dental, x-ray or nursing services or treatment or the furnishing of food or beverages in connection therewith; or
- (ii) The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances, by any Insured or any person hired on behalf of an Insured causing the "Incidental Medical Malpractice injury" who is not engaged in the business or occupation of providing any of the services described in (i) and (ii) above.

4. Pollution Liability

- a. "Bodily injury" or "property damage" or "personal injury" or "advertising injury" arising out of the actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of pollutants:
 - (1) Which first occurred prior to the Policy Period;
 - (2) 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;
 - (3) 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;
 - (4) 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 the Insured may be legally responsible; or
 - (5) At or from any premises, site or location on which any Insured or any contractors or subcontractors working directly or indirectly on any Insured's behalf are performing operations:
 - (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.

Sub-paragraphs (2) and (5) (a) of paragraph a. of this exclusion do not apply to "bodily injury" or "property damage" caused by heat, smoke or fumes from, or fire-extinguishing substances used to fight, a fire which becomes uncontrollable or breaks out from where it was intended to be.

- b. Any fines or penalties assessed against or imposed upon any insured arising out of the actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of pollutants.
- c. 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" covered by this policy.

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

5. Host Liquor License Liability

This insurance does not apply to "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.

6. "Participant" Liability

This insurance shall not cover any liability arising from "bodily injury", "property damage", "personal injury" or "advertising injury" to "Participants" arising directly or indirectly during or from the Insured Event(s).

7. Liability in Jurisdictions other than Canada.

This insurance does not apply to any claims, actions, occurrences or legal proceedings:-

- (a) within the United States of America or any territories which come within the jurisdiction of the United States of America;
- (b) to enforce a judgment obtained in any Court or Tribunal of United States of America or any territories which come within the jurisdiction of the United States of America;
- (c) arising from activities carried out in premises - owned, occupied, or rented by the Insured in the United States of America or any territories which come within the jurisdiction of the United States of America;

8. Asbestos and Toxic Mould

This insurance does not cover any liability whatsoever arising directly or indirectly out of or resulting from or in consequence of, or in any way involving:-

- a. Asbestos, or any materials containing asbestos in whatever form or quantity; or
- b. The actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, mould, spores or mycotoxins of any kind; or
- c. Any action taken by any party in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, moulds, spores or mycotoxins of any kind, such action to include investigation, testing for, detection of, monitoring of, treating, remediating or removing such fungi, moulds, spores or mycotoxins; or
- d. Any governmental or regulatory order, requirement, directive, mandate or decree that any party take action in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, moulds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, moulds, spores or mycotoxins.

SUPPLEMENTARY PAYMENTS – COVERAGE A, B AND D

The Insurer will pay, with respect to any claim or "action" the Insurer defends:

- a. All expenses the Insurer incurs but only for amounts within the applicable limits of insurance;
- b. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. The Insurer does not have to furnish these bonds;
- c. All reasonable expenses incurred by the Insured at the Insurer's request to assist the Insurer in the investigation or defence of the claim or "action", including actual loss of earnings up to \$100 a day because of time off from work, but only for amounts within the applicable limits of insurance;
- d. All costs taxed against the Insured in the "action" and any interest accruing after the entry of judgment upon that part of the judgment which is within the applicable limit of insurance.

SECTION II WHO IS AN INSURED

1. If the Named Insured is designated on the "Declaration Page(s)" as:
 - a. An individual, the Named Insured and the Named Insured's spouse are Insureds, but only with respect to the conduct of a business of which the Named Insured is the sole owner and only in respect of the Insured's activities.
 - b. A partnership or joint venture, the Named Insured is an Insured. The Named Insured's members, the Named Insured's partners, and their spouses are also Insureds, but only with respect to the conduct of the Named Insured's business and only in respect of the Insured's activities.
 - c. An organization other than a partnership or joint venture, the Named Insured is an Insured. The Named Insured's executive officers and directors are Insureds, but only with respect to their duties as the Named Insured's officers or directors and only in respect of the Insured Event(s). The Named Insured's stockholders are also Insureds, but only with respect to their liability as stockholders and only in respect of the Insured Event(s).
2. Each of the following is also an Insured but only in respect of the Insured Event(s).
 - a. The Named Insured's employees and volunteers under the supervision of the Named Insured, other than the Named Insured's executive officers, but only for acts within the scope of their employment by the Named Insured. However, none of these employees is an Insured for:
 - (1) "Bodily injury" or "personal injury" to the Named Insured or to a co-employee while in the course of his or her employment; or
 - (2) "Bodily injury" or "personal injury" to any person who at the time of injury is entitled to benefits under any workers compensation or disability benefits law or a similar law; or
 - (3) "Bodily Injury" or "personal injury" arising out of his or her providing or failing to provide professional health care services; or
 - (4) "Property damage" to property owned or occupied by or rented or loaned to that employee, any of the Named Insured's other employees, or any of the Named Insured's partners or members (if the Named Insured is a partnership or joint venture).
 - b. Any person (other than the Named Insured's employee) or any organization while acting as the Named Insured's real estate manager.
 - c. Any person or organization having proper temporary custody of the Named Insured's property if the Named Insured dies, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until the Named Insured's legal representative has been appointed.
 - (3) The Named Insured's legal representative if the Named Insured dies, but only with respect to duties as such. That representative will have all the Named Insured's rights and duties under this Policy.
3. Any organization the Named Insured newly acquires or forms, other than a partnership or joint venture, and over which the Named Insured maintains ownership or majority interest, will be deemed to be a Named Insured, if there is no other similar insurance available to that organization but only in respect of the Insured's activities. However:
 - a. Coverage under this provision is afforded only until the 90th day after the Named Insured acquires or forms the organization or the end of the Policy Period, whichever is earlier;
 - b. Coverages A and D do not apply to "bodily injury" or "property damage" that occurred before the Named Insured acquired or formed the organization; and
 - c. Coverage B does not apply to "personal injury" or "advertising liability" arising out of an offence committed before the Named Insured acquired or formed the organization.
4. Notwithstanding any other provisions in this Policy, service providers, caterers, vendors, concessionaries or distributors at the Insured's event(s) are not Insureds under the Policy, unless specifically identified in the "Declaration Page(s)".

No person or organization is an Insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured on the "Declaration Page(s)".

SECTION III LIMITS OF INSURANCE

1. The Limits of Insurance shown on the "Declaration Page(s)" are the maximum amounts the Insurer will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "actions" brought;
 - c. Persons or organizations making claims or bringing "actions"; and
 - d. "Occurrences" or accidents.
2. The Aggregate Policy Limit is the most the Insurer will pay under this Policy regardless of the number of "actions," claims, "occurrences" or accidents during the Policy Period, subject always:
 - a. to the limits of insurance applicable to each policy section, where such limits are for lesser amounts, and
 - b. to mandatory statutory minimum coverage requirements as may be applicable for automobile insurance provided by Non-owned Automobile Coverage (SPF 6), provided however, that any payments made under Non-owned Automobile Coverage (SPF 6) shall be included for the purpose of calculating when the Aggregate Policy Limit has been exhausted for all other coverages under the Policy.
3. Subject to the Aggregate Policy Limit, the "Bodily Injury" and "Property Damage" Limit shown in the "Declaration Page(s)" is the most the Insurer will pay under Coverage A, regardless of the number of "actions," claims, "occurrences" or accidents during the Policy Period.
4. Subject to the Aggregate Policy Limit, the "Personal Injury" and "Advertising Injury" Liability Limit shown in the "Declaration Page(s)" is the most the Insurer will pay under Coverage B, regardless of the number of "actions," claims, "occurrences" or accidents during the Policy Period.
5. Subject to the Aggregate Policy Limit, the Tenants' Legal Liability Limit shown in the "Declaration Page(s)" is the most the Insurer will pay under Coverage D, regardless of the number of "actions," claims, "occurrences" or accidents during the Policy Period.
6. Subject to the Aggregate Policy Limit, the Medical Payments Any One Person and Any One "Occurrence" and in the Aggregate Limits shown in the Declarations are the most the Insurer will pay under Coverage C, regardless of the number of "actions," claims, "occurrences" or accidents during the Policy Period.
7. Subject to the Aggregate Policy Limit, the Non-owned Automobile Coverage (SPF 6) Limit shown in the "Declarations Page(s)" is the most the insurers will pay for "bodily injury" or "property damage" under SPF 6 per accident, regardless of the number of claims arising from the accident.
8. The terms of this Policy are deemed to be consistent with the legislation of the jurisdictions in the coverage territory, and in the event of any inconsistency with any mandatory legislation, the terms are modified accordingly but all other terms and conditions in this section and all other parts of the Policy shall remain in full force and effect.

The Limits of Insurance apply separately to each consecutive period of the Policy Period shown in the "Declaration Page(s)" unless the Policy Period is extended after the issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding Policy Period for purposes of determining the Limits of Insurance.

SECTION IV DEDUCTIBLE

1. Deductible Amount

The deductible amount as stated in the "Declaration Page(s)" applies to all compensatory damages as the result of any one occurrence. The Insurer's obligation to pay compensatory damages on behalf of the Insured applies only to the amount of compensatory damages in excess of the deductible amount, where applicable. Where applicable, the deductible amount applies to all compensatory damages as the result of any occurrence regardless of the number of persons or organizations who sustain damages because of that occurrence. The limit of insurance for any one premises will be reduced by the amount of the deductible, where applicable. The terms of this insurance, including those with respect to:

- a. The Insurer's right and duty to defend any action seeking those damages; and
- b. The Insured's duty(ies) in the event of an occurrence, claim or action; apply irrespective of the application of the deductible amount.

The Insurer may pay any part or all of the deductible amount to effect settlement of any claim or action and upon notification of the action taken, the Insured shall promptly reimburse the Insurer for such part of the deductible amount as has been paid by it.

SECTION V COMPREHENSIVE GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the Insured or of the Insured's estate will not relieve the Insurer of its obligation under this Policy.

2. Canadian Currency Clause

All limits of insurance, premiums and other amounts as expressed in this Policy are in Canadian currency.

3. Termination

- a. This Policy may be terminated:
 - (1) By the Insurer giving to the first Named Insured:
 - (i) 30 days written notice of termination by registered mail;
 - (ii) 5 days written notice of termination personally delivered;
 - (iii) 15 days written notice of termination by registered mail when cancelling for non-payment of premium;
 - (2) By the first Named Insured at any time on request.
- b. Where this Policy is terminated by the Insurer:
 - (1) The Insurer shall refund the excess of premium actually paid by the first Named Insured over the pro rata premium for the expired time, but, in no event shall the pro rata premium for the expired time be deemed to be less than any minimum retained premium specified; and
 - (2) The refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.
- c. Where the Policy is terminated by the first Named Insured there shall be no refund by the Insurer.
- d. The refund may be made by money, postal or express company money order or cheque payable at par.
- e. The days notice mentioned in clauses a. (1) (i) and (iii) of this condition commences to run on the day following the receipt of the registered letter at the post office from which it is mailed.
- f. The Insurer will mail or deliver the notice to the first Named Insured's last mailing address known to the Insurer.

In Quebec the following conditions apply:

Termination takes place either 15 or 30 days after receipt of the notice at the last known address of the first Named Insured, depending upon the reason for cancellation.

- (i) The Insurer will mail or deliver the notice to the first Named Insured's last mailing address known to the Insurer.
- (ii) The Policy Period will end on the date cancellation takes effect.
- (iii) If this Policy is cancelled, the Insurer will send the first Named Insured any premium refund due. If the Insurer cancels, the refund will be pro rata. If the first Named Insured cancels, there shall be no refund. The cancellation will be effective even though the Insurer has not made or offered a refund.

4. Changes

This Policy contains all the agreements between the Named Insured and the Insurer concerning the insurance afforded. The first Named Insured shown on the "Declaration Page(s)" is authorized to make changes in the terms of this Policy with the Insurer's consent. This Policy's terms can be amended or waived only by endorsement or amendment issued by the Insurer and made a part of this Policy.

5. Duties in the Event of "Occurrence", Claim or Action

- a. The Named Insured must see to it that the Insurer is notified promptly of an "occurrence" which may result in a claim. Notice should include:
 - (1) How, when and where the "occurrence" took place; and
 - (2) The names and addresses of any injured persons and of witnesses.
- b. If a claim is made or "action" is brought against any Insured, the Named Insured must see to it that the Insurer receives prompt written notice of the claim or "action".
- c. The Named Insured and any other involved Insured must:
 - (1) Immediately send the Insurer copies of any demands, notices, summonses or legal papers received in connection with the claim or "action";
 - (2) Authorize the Insurer to obtain records and other information;
 - (3) Cooperate with the Insurer in the investigation, settlement or defence of the claim or "action"; and
 - (4) Assist the Insurer, upon the Insurer's request, in the enforcement of any right against any person or organization which may be liable to the Insured because of injury or damage to which this insurance may also apply.
- d. No Insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without the Insurer's consent.

6. Legal Action Against the Insurer

No person or organization has a right under this Policy:

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

A person or organization may sue the Insurer to recover on an agreed settlement or on a final judgement against an Insured obtained after an actual trial; but the Insurer will not be liable for compensatory damages that are not payable under the terms of this Policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by the Insurer, the Insured and the claimant or the claimant's legal representative. Every "action" or proceeding against the Insurer shall be commenced within one year next after the date of such judgement or agreed settlement and not afterwards. If this Policy is governed by the law of Quebec every "action" or proceeding against the Insurer shall be commenced within three years from the time the right of action arises.

7. Other Insurance

If other valid and collectible insurance is available to the Insured for a loss the Insurer's obligations are limited as follows:

- a. Primary Insurance
This insurance is primary except when b. below applies. If this insurance is primary, the Insurer's obligations are not affected unless any of the other insurance is also primary. Then the Insurer will share with all that other insurance by the method described in c. below.
- b. Excess Insurance
This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (1) That is property insurance such as, but not limited to, Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "the Named Insured's work" or for premises rented, owned or occupied by the Named Insured; or
 - (2) If the loss arises out of the maintenance or use of watercraft to the extent not subject to Exclusion f. of Coverage A (Section I).When this insurance is excess, the Insurer will have no duty under Coverage A, B or D to defend any claim or "action" that any other Insurer has a duty to defend. If no other Insurer defends, the Insurer will be entitled to all the Insured's rights against all those other Insurers. When this insurance is excess over other insurance, the Insurer will pay only the Insurer's share of the amount of the loss, if any, that exceeds the sum of:
 - (i) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (ii) The total of all deductible and self-insured amounts under all that other insurance.The Insurer will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown on the "Declaration Page(s)" of this Policy. The Insurer will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown on the "Declaration Page(s)" of this Policy.
- c. Method of Sharing
If all of the other insurance permits contribution by equal shares, the Insurer will follow this method also. Under this approach each Insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, the Insurer shall contribute by limits. Under this method, each Insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all Insurers.

8. Premiums

The first Named Insured shown in the "Declaration Page(s)":

- a. Is responsible for the payment of all premiums, and
- b. Will be the payee for any return premiums the Insurer pays.

9. Representations

By accepting this policy, the Named Insured agrees:

- a. The statements on the "Declaration Page(s)" are accurate and complete;
- b. Those statements are based upon representations the Named Insured made to the Insurer; and
- c. The Insurer has issued this policy in reliance upon the Named Insured's representations.

10. Separation of Insureds, Cross Liability

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

- a. As if each Named Insured were the only Named Insured; and

- b. Separately to each Insured against whom a claim is made or "action" is brought.

11. Transfer of Rights of Recovery Against Others to the Insurer

If the Insured has rights to recover all or part of any payment the Insurer has made under this Policy, those rights are transferred to the Insurer. The Insured must do nothing after loss to impair them. At the Insurer's request, the Insured will bring an "action" or transfer those rights to the Insurer and help the Insurer enforce them.

12. Transfer of the Named Insured's Rights and Duties Under this Policy

The Named Insured's rights and duties under this Policy may not be transferred without the Insurer's written consent except in the case of death of an individual Named Insured.

If the Named Insured dies, the Named Insured's rights and duties will be transferred to the Named Insured's legal representatives 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 proper temporary custody of the Named Insured's property will have the Named Insured's rights and duties under this policy.

13. Interpretation

Any phrase or word in this Policy will be interpreted in accordance with the Laws of Canada. The Policy and the Declaration Page(s) shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of the Policy or the Declaration Page(s) shall bear such specific meaning wherever it may appear.

Any dispute concerning the interpretation of this policy or Declaration Page(s) will be determined in accordance with the Laws of Canada.

The Insured and Insurer shall submit to the exclusive jurisdiction of any court of competent jurisdiction within Canada and agree to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the laws and practice of such court.

SECTION VI DEFINITIONS

1. **"Action"** means a civil proceeding in which compensatory damages because of "bodily injury", "property damage" or "personal injury" and "advertising injury" to which this insurance applies are alleged. "Action" includes an arbitration proceeding alleging such damages to which the Named Insured must submit or submit with the Insurer's consent.
2. **"Advertising Injury"**, means injury arising out of one or more of the following offences in the conduct of the advertising, or the goods, products and services of the Insured's:-
 - a. oral or written publication 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 of material that violates a person's right of privacy;
 - c. misappropriation of advertising ideas or style of doing business; or
 - d. infringement of copyright.
3. **"Automobile"** means any self-propelled land motor vehicle, trailer or semi-trailer (including machinery, apparatus, or equipment attached thereto) which is principally designed and is being used for transportation of persons or property on public roads.
4. **"Bodily Injury"** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
5. **"Coverage Territory"** means:
Canada (including its territories and possessions).
6. **"Declaration Page(s)"** means the "Declaration Page(s)" applicable to this Policy.
7. **"Food"** means any article served, manufactured, sold or represented for use as food or drink for human consumption, chewing gum and any ingredient that may be mixed with food for any purpose whatsoever.
8. **"Impaired property"** means tangible property, other than "the Named Insured's product" or "the Named Insured's work" that cannot be used or is less useful because:
 - a. it incorporates "the Named Insured's product" or "the Named Insured's work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. the Named Insured has failed to fulfil the terms of a contract or agreement;If such property can be restored to use by:
 - (i) the repair, replacement, adjustment or removal of "the Named Insured's product" or "the Named Insured's work"; or
 - (ii) the Named Insured's fulfilling the terms of the contract or agreement.
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; or
 - g. That part of any other contract or agreement pertaining to the Named Insured's business under which the Named Insured assumes the tort liability of another to pay compensatory damages because of "bodily injury" or "property damage". Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
10. **"Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
11. **"Participant"** means:
 - a. any individual who engages in a hazardous or dangerous activity; or

- b. any individual performer, player, entertainer, musician, or actor appearing at the Insured Event(s), or any company or organisation of which he or she is an employee, agent or representative.
12. **"Personal injury"** means injury, other than "bodily injury", "property damage", or "advertising injury", arising out of one or more of the following offences:
- a. A false arrest, detention or imprisonment;
 - b. A malicious prosecution;
 - c. A wrongful entry into, or eviction of a person from, a room, dwelling or premises that the person occupies;
 - d. An oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
 - e. An oral or written publication of material that violates a person's right of privacy.
13. **"Products-completed operations hazard"** includes all "bodily injury" and "property damage" arising out of "the Named Insured's product" or "the Named Insured's work".
14. **"Property Damage"** means:
- a. Physical injury to tangible property, including all resulting loss of use of that property; or
 - b. Loss of use of tangible property that is not physically injured.
15. **"The Named Insured's product"** means:
Any goods or products, other than real property, manufactured, prepared, sold, handled, distributed or disposed of by or on behalf of:
- (1) The Named Insured;
 - (2) Others trading under the Named Insured's name; or
 - (3) A person or organization whose business or assets the Named Insured has acquired; and
 - (4) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- "The Named Insured's product"** includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in a. and b. above.
- "The Named Insured's product"** does not include vending machines or other property rented to or located for the use of others but not sold.
16. **"The Named Insured's work"** means:
- a. Work or operations performed by the Named Insured or on the Named Insured's behalf; and
 - b. Materials, parts or equipment furnished in connection with such work or operations.
- "The Named Insured's work"** includes warranties or representations made at any time with respect to fitness, quality, durability or performance of any of the items included in a. or b. above.