



### **Totten Insurance Group Green Initiative**

At Totten, service to our brokers has always been, and will continue to be, our main focus.

We also feel it is important to be environmentally friendly, and since our move to Burnhamthorpe Road we have had a green initiative. The workstations selected were purchased because they were manufactured using 90% recycled materials, we are a fileless office and recycle on a daily basis.

In this ongoing initiative, we are no longer printing renewals, certificates or endorsements. Those documents will now be emailed directly to your office and, in the near future, we will also be emailing new policies.

We feel this not only protects our environment, but also helps us to meet our service standards to you and your clients.

If you are unable to have these emailed to you, we are happy to fax, or if required, we can send to you by courier.



**POLICY FEE**

Insured	<b>C&amp;I ENVIRONMENTAL SOLUTIONS</b>
Policy Number	<b>TGSC 17096</b>
Policy Premium	<b>\$ 3,125.00</b>
Policy Fee	<b>\$ 150.00</b>
Total Payable	<b>\$ 3,275.00</b>



**COMMERCIAL INSURANCE POLICY DECLARATION**

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

NEW Insurance is provided for only those coverages for which riders are indicated and specific limits or amounts of insurance are stated below.  
 RENEWAL The Insurer(s) hereby renew this policy for the amounts and terms as shown, in accordance with the terms and conditions of the original policy, or renewal thereof, and any endorsements attached thereto. Any new wordings attached to the renewal replace corresponding previous wordings.

Policy Number: **TGSC 17096** Replacing Policy Number: **NEW**  
 Broker: **HKMB HUB International Ltd., 900 - 595 Bay Street, Toronto, ON. M5G 2E3**  
 Name of Insured: **C&I ENVIRONMENTAL SOLUTIONS**  
 Postal Address: **3888 Bathurst Street, Toronto, ON. M3H 3M5**  
 Policy Period: from **4/15/2010** to **4/15/2011** 12:01 a.m. Standard Time at Postal Address of the Named Insured as stated herein

Risk Location #1: **Not Applicable**  
 Loss Payable: **Not Applicable**  
 Occupancy by Insured: **Renovation including some interior demolition (e.g. tearing down walls), but no exterior work. Interior work including painting and dry walling. No mould removal. No lead paint removal.**  
 Occupancy by Others: **Not Applicable**  
 Construction: **Not Applicable**

000SL08 Several Liability Clause  
 LSW 1195 Ontario Liability Notice

**SECTION 1 LIABILITY**

000LW09 Liability Insuring Agreements

	<b>Coverage</b>	<b>Deductible</b>	<b>Limit</b>	<b>Premium</b>
010LW09	Commercial General Liability			
	A - Bodily Injury and Property Damage Liability - Each Occurrence		\$ 2,000,000	\$ 3,125
	B - Personal and Advertising Injury Liability - Each Occurrence		\$ 2,000,000	Included
	C - Medical Payments - Any One Person		\$ 10,000	Included
	D - Tenant's Legal Liability		\$ 250,000	Included
	Deductible			
	A - Property Damage Deductible - Each Occurrence	\$ 2,500		
	D - Tenant's Legal Liability	\$ 1,000		
	Aggregate Limits			
	A - Products and Completed Operations Aggregate		\$ 2,000,000	
	A, B & C - General Aggregate Limit		\$ 5,000,000	
035LE09	Standard Non-Owned Automobile	\$ 2,500	\$ 2,000,000	Included
527LE06	Sub-Contractor Insurance Evidence Warranty \$1,000,000			
623LE03	United States Exclusion			
CIL0703	Absolute Pollution Exclusion (Hostile Fire Exception)			
040LE03	Professional Liability Exclusion			

**MINIMUM & RETAINED PREMIUM IN THE EVENT OF CANCELLATION - \$ 781**

Countersigned

Authorized Representative

**TOTAL PREMIUM \$ 3,125**

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE**

\* Commercial General Liability \* Premium Basis:

Operations of Insured	Estimated Receipts/Payroll	Rate(s)	Advance Premium
As shown above	\$ 100,000	\$	\$ 3,125

Minimum Premium \$ 3,125

Total Advanced Premium \$ 3,125

**TOTTEN INSURANCE GROUP PRIVACY POLICY**

We have a professional duty of confidentiality and are committed to holding personal information in strict confidence. The information provided to us will only be disclosed where required by law to do so or required to do so in conducting negotiations with third parties, such as insurance companies, on your behalf.

We will further safeguard the security of such information in a manner appropriate to sensitivity of that information.

Subscribing Companies	Participation	Premium
<u>TOTTEN INSURANCE GROUP INC.</u> 100% Underwriters at Lloyd's as evidenced under Contract B088851963H10J through Canadian Intermediaries Ltd. (CIL)	100% Section 1	\$ 3,125

**CANCELLATION AGREEMENT**

The undersigned Insured named in this Policy hereby acknowledges the cancellation thereof effective as of \_\_\_\_\_, at 12:01 a.m. Standard Time at the Insured's address stated in the Declarations and agreed that all liability of the Insurer(s) thereunder with respect to accidents, losses, or damage occurring on and after that date is hereby terminated.

\_\_\_\_\_

Mortgagee(s)

\_\_\_\_\_

Insured

**LLOYD'S**

**TOTTEN**  **GROUP**  
INSURANCE

**COMMERCIAL LINES INSURANCE**

Effected with certain Lloyd's Underwriters, "Insurer" through Lloyd's  
Approved Coverholder ("the Coverholder"):  
Totten Insurance Group,  
555 Burnhamthorpe Road, 8<sup>th</sup> Floor, Toronto ON M9C 2Y3

**DECLARATIONS**

**POLICY NO. TGSC 17096**

INSURED NAME: **C&I ENVIRONMENTAL SOLUTIONS**

INSURED ADDRESS: **3888 Bathurst Street, Toronto, ON. M3H 3M5**

PERIOD OF INSURANCE: from: 04/15/10 to: 04/15/11  
(both days at 12:01 a.m. Standard Time at the Address of the Insured).

PREMIUM: \$ 3,125.00

LIMIT OF LIABILITY OR AMOUNT OF INSURANCE: AS NOTED ON POLICY DECLARATIONS

BROKER: **HKMB HUB International Ltd.**

The insurance contract consists of this Declarations page as well as all coverage wordings, riders or endorsements that are attached hereto.

**IDENTIFICATION OF INSURER / ACTION AGAINST INSURER**


This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B088851963H10J** (hereinafter referred to as "the Underwriters"). The Underwriters shall be liable hereunder each for his own part and not one for another in proportion to the several sums that each of them has subscribed to the said Agreement.

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters, whose address for such service is 1155 rue Metcalfe, Suite 2220, Montreal, Quebec H3B 2V6.

**NOTICE**

Any notice to the Underwriters may be validly given to the Coverholder.

**In witness whereof** this policy has been signed as authorized by the Underwriters, by – **Totten Insurance Group,**  
**555 Burnhamthorpe Road, 8<sup>th</sup> Floor, Toronto ON M9C 2Y3**

Per 

The Insured is requested to read this policy, and if incorrect, return it immediately for alteration.

In the event of an occurrence likely to result in a claim under this insurance, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to this Coverholder.

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE.**

## **NOTICE CONCERNING PERSONAL INFORMATION**

By purchasing insurance from certain Underwriters at Lloyd's, London ("Lloyd's"), a customer provides Lloyd's with his or her consent to the collection, use and disclosure of personal information, including that previously collected, for the following purposes:

- the communication with Lloyd's policyholders
- the underwriting of policies
- the evaluation of claims
- the detection and prevention of fraud
- the analysis of business results
- purposes required or authorised by law

For the purposes identified, personal information may be disclosed to Lloyd's related or affiliated organizations or companies, their agents/mandataries, and to certain non-related or unaffiliated organisations or companies.

Further information about Lloyd's personal information protection policy may be obtained from the customer's broker or by contacting Lloyd's on 514-861-8361 or through [info@lloyds.ca](mailto:info@lloyds.ca)

**Should a policyholder wish to file a complaint relative to a policy with Lloyd's Underwriters effected through you, the policyholder must be provided with the following Lloyd's Underwriters' Complaint Protocol:**

## **LLOYD'S UNDERWRITERS' POLICYHOLDERS' COMPLAINT PROTOCOL**

If you have a complaint with any aspect of your policy with Lloyd's Underwriters:

**You may contact** the broker/agent who arranged your policy for you. Should you be dissatisfied with the outcome of your broker's resolution, please submit your written complaint to:

Lloyd's Canada Inc.  
Broker Management Services  
1155 rue Metcalfe, Suite 2220  
Montreal, Quebec H3B 2V6

Tel: 1-877-4LLOYDS  
Fax: (514) 861-0470  
E-mail: [lineage@lloyds.ca](mailto:lineage@lloyds.ca)

Your written complaint will be forwarded to Lloyd's Policyholder and Market Assistance Department in London, England, which ensures that Lloyd's Underwriters and their representatives' deal with claims and complaints in an acceptable manner. It acts as an impartial mediator. When undertaking a review this Department takes account of general legal principles, good insurance practice, and whether all events surrounding a given case have been considered fairly.

If you are dissatisfied with *Lloyd's Policyholder and Market Assistance Department's* final position, you may refer to the General Insurance OmbudService (GIO). The GIO assists in the resolution of conflicts between insurance customers and their insurance companies. GIO works with only those companies offering home, automobile or business insurance. For more information or to submit the facts of your insurance-related dispute, please visit the GIO website at [www.gio-scad.org](http://www.gio-scad.org).

OR

**You may contact** the GIO who will contact Lloyd's on your behalf. However, you must first have tried to resolve your problem with your insurance company.

The GIO can be reached across Canada at its national toll-free number: 1-877-225-0446

GIO - Alberta can be contacted where a policyholder is not satisfied with the basis on which a premium for basic coverage for a private passenger vehicle was determined, or considers that an insurer, directly or indirectly, has taken an adverse contractual action with respect to insurance for basic coverage.

In Québec, you may also avail yourself of the services of Autorité des marchés financiers (l'Autorité). Should you be dissatisfied with Lloyd's Policyholder and Market Assistance Department's final letter from London, you may request Lloyd's Canada Inc. to send your complaint to l'Autorité who will study your file and may recommend mediation, if it deems this action appropriate and if both parties agree to it. L'Autorité can be reached at:

### **Autorité des marchés financiers (l'Autorité)**

Québec City (418) 525-0311  
Montréal (514) 395-0311  
Toll-free: 1-866-526-0311

E-mail: [Renseignements-consommateur@lautorite.qc.ca](mailto:Renseignements-consommateur@lautorite.qc.ca)

## LLOYD'S UNDERWRITERS CODE OF CONSUMER RIGHTS & RESPONSIBILITIES

**Lloyd's Underwriters are committed to safeguarding your rights when you shop for insurance and when you submit a claim following a loss. Your rights include the right to be informed fully, to be treated fairly, to timely complaint resolution, and to privacy. These rights are grounded in the contract between you and your underwriters and the insurance laws of your province/territory. With rights, however, come responsibilities including, for example, the expectation that you will provide complete and accurate information to the underwriters with whom insurance is being negotiated. Your policy outlines other important responsibilities. Underwriters and intermediaries acting on your behalf, and governments also have important roles to play in ensuring that your rights are protected.**

### *Right to Be Informed*

In dealing with Lloyd's Underwriters, you will be represented by an intermediary, such as a broker acting as your agent, and they may deal with other intermediaries. From the intermediary with whom you deal, you can expect to access clear information about your policy, your coverage, and the claims settlement process. You have the right to an easy-to-understand explanation of how insurance works and how it will meet your needs. You also have a right to know how premiums are calculated based on relevant facts.

A policy issued by Lloyd's Underwriters will expire on the day specified in the policy. If you wish to renew the policy, the intermediary with whom you deal will have to approach the Underwriters participating in it, often through another intermediary. If Lloyd's Underwriters are given the information they require to determine renewal terms for the policy at least 45 days prior to its expiry, under normal circumstances, they will advise the intermediary who approaches them of any changes to the policy terms at least 30 days prior to the expiration of the policy. Terms may subsequently change if there is a change in material facts prior to the expiration date.

Intermediaries may receive payments from Lloyd's Underwriters in a variety of ways, which may include the payment of commissions. Lloyd's strongly supports the disclosure and transparency of these commission arrangements. You have the right to ask the intermediary with whom you deal for details of how and by whom the intermediary is being paid.

Lloyd's Underwriters accept business as members of syndicates each of which is managed by a 'managing agent'. Lloyd's has risk management procedures in place in respect of the relationship between Lloyd's managing agents and any related companies that act as intermediaries. This is to ensure that the managing agent makes proper disclosures of any such arrangements. A policyholder may ask the intermediary with whom he is dealing to disclose if it is a related company to a Lloyd's managing agent. Depending on the jurisdiction, disclosure may be required in writing.

### *Responsibility to Ask Questions and Share Information*

To safeguard your right to purchase appropriate coverage at a competitive price, you should ask questions about your policy so that you understand what it covers and what your obligations are under it. You can access information through brochures and websites, as well as through one-on-one meetings with the intermediary with whom you deal. You have the option to shop the marketplace for the combination of coverages and service levels that best suits your insurance needs. To maintain your protection against loss, you must promptly inform your underwriters of any change in your circumstances through the intermediary with whom you deal. The Underwriters with whom renewal is being negotiated must be given information required to determine renewal terms of your policy, via the intermediary whom you are dealing with, at least 45 days prior to the expiration of the policy.

### *Right to Complaint Resolution*

Lloyd's Underwriters are committed to high standards of customer service. If you have a complaint about the service you have received, you have a right to access the Lloyd's complaint resolution process for Canada. The intermediary with whom you deal can provide you with information about how you can ensure that your complaint is heard and promptly handled. Disputes involving claims settlement matters may be handled by the independent General Insurance OmbudService [www.gio-scad.org](http://www.gio-scad.org) where your complaint may be referred to an independent Mediator or Senior Adjudicative Officer.

### *Responsibility to Resolve Disputes*

You should always enter into the dispute resolution process in good faith, provide required information in a timely manner, and remain open to recommendations made by independent observers as part of that process.

### *Right to Professional Service*

You have the right to deal with insurance professionals who exhibit a high ethical standard, which includes acting with honesty, integrity, fairness and skill. Brokers and agents must exhibit extensive knowledge of the product, its coverages and its limitations in order to best serve you.

### *Right to Privacy*

Because it is important for you to disclose any and all information required by underwriters with whom insurance is being negotiated on your behalf to provide the insurance coverage that best suits you, you have the right to know from the intermediary with whom you deal the purposes for which Lloyd's Underwriters will use your personal information. This information will not be disclosed to anyone except as permitted by law. You should know that Lloyd's Underwriters are subject to Canada's privacy laws with respect to their business in Canada.

**INSURING AGREEMENT**  
**(MUST BE ATTACHED TO 010LE09)**  
**(000LW09)**

In return for the payment of the premium and in reliance upon the statements in the Declarations made a part of this policy and subject to all the terms and conditions of the policy and the riders and endorsements attached, we agree with you to provide the insurance specified in the riders and endorsements.

The following Common Exclusions, Conditions and Declarations apply to all Liability Riders and/or Endorsements attached to this policy except as they may be modified or supplemented by the riders and/or endorsements attached.

**COMMON EXCLUSIONS – COVERAGES A, B, C and D**

This insurance does not apply to:

**Asbestos**

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

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

**Fungi or Spores**

2. a. "Bodily injury", "property damage" or "personal and advertising injury" or any other cost, loss or expense incurred by others, arising directly or indirectly from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any "fungi" or "spores" however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of "fungi" or "spores";
- b. Any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with a. above; or
- c. Any obligation to pay damages, share damages with or repay someone else who must pay damages because of such injury or damage referred to in a. or b. above.

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

For the purpose of the following exception:

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

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

- (1) applied topically to; or
- (2) ingested by; humans or animals.

**Nuclear Energy Liability**

3. a. Liability imposed by or arising from any nuclear liability act, law or statute, or any law amendatory thereof;
- b. "Bodily injury", "property damage" or "personal and advertising injury" with respect to which an insured under this policy is also insured under a contract of nuclear energy liability insurance (whether the insured is unnamed in such contract and whether or not it is legally enforceable by the insured) issued by the Nuclear Insurance Association of Canada or any other insurer or group or pool of insurers or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability;
- c. "Bodily injury", "property damage" or "personal and advertising injury" resulting directly or indirectly from the "nuclear energy hazard" arising from:
  - 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.

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

**Pollution**

4. (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 of "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 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;
  - (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 insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
    - (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 vapours from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
    - (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 insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense 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 a governmental authority for "compensatory damages" because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- However, this 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.

#### **Terrorism**

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

#### **War Risks**

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

### **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

#### **Bankruptcy**

- 1. Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this policy.

#### **Canadian Currency Clause**

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

#### **Changes**

- 3. This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

#### **Duties In The Event Of Occurrence, Offense, Claim or Action**

- 4. a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "action" is brought against any insured, you must:
  - (1) Immediately record the specifics of the claim or "action" and the date received; and
  - (2) Notify us as soon as practicable.
 You must see to it that we receive written notice of the claim or "action" as soon as practicable.
- c. You and any other involved insured must:
  - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "action";
  - (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "action"; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for

first aid, without our consent.

### **Examination Of Your Books and Records**

5. We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### **Inspections and Surveys**

6. 1. We have the right to:
- Make inspections and surveys at any time;
  - Give you reports on the conditions we find; and
  - Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
- Are safe or healthful; or
  - Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under provincial or municipal statutes, ordinances, bylaws or regulations, of boilers, pressure vessels or elevators.

### **Legal Action Against Us**

7. No person or organization has a right under this policy:
- To join us as a party or otherwise bring us into an "action" asking for "compensatory damages" from an insured; or
  - To sue us on this policy unless all of its terms have been fully complied with.
- A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we 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 us, the insured and the claimant or the claimant's legal representative.

### **Other Insurance**

8. If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A, B or D of this policy, our obligations are limited as follows:

a. **Primary Insurance**

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. **Excess Insurance**

This insurance is excess over:

- Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - If the loss arises out of the maintenance or use of watercraft or "automobile" to the extent not subject to either Exclusion e. or f. of Section I – Coverage A – Bodily Injury and Property Damage Liability.
- Any other primary insurance available to you covering liability for "compensatory damages" arising out of the premises or operations or products-completed operations for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages A, B or D to defend the insured against any "action" if any other insurer has a duty to defend the insured against that "action". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this policy.

c. **Method Of Sharing**

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

### **Premium Audit**

9. a. We will compute all premiums for this policy in accordance with our rules and rates.
- b. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured subject to the retention of the minimum retained premium shown in the Declarations of this policy.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

### **Premiums**

10. The first Named Insured shown in the Declarations:
- Is responsible for the payment of all premiums; and
  - Will be the payee for any return premiums we pay.

## Representations

11. By accepting this policy, you agree:
  - a. The statements in the Declarations are accurate and complete;
  - b. Those statements are based upon representations you made to us; and
  - c. We have issued this policy in reliance upon your representations.

## Separation Of Insureds, Cross Liability

12. Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:
  - a. As if each Named Insured were the only Named Insured; and
  - b. Separately to each insured against whom claim is made or "action" is brought.

## Termination

13.
  - a. The first Named Insured shown in the Declarations may terminate this policy by mailing or delivering to us advance written notice of termination.
  - b. We may terminate this policy by mailing or delivering to the first Named Insured written notice of termination at least:
    - 1) 15 days before the effective date of termination if we terminate for nonpayment of premium; or
    - 2) 30 days before the effective date of termination if we terminate for any other reason.Except in Quebec, if notice is mailed, termination takes effect 15 or 30 days after receipt of the letter by the post office to which it is addressed, depending upon the reason for termination. Proof of mailing will be sufficient proof of notice. In Quebec, termination takes effect 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 termination.
  - c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
  - d. The policy period will end on the date termination takes effect.
  - e. If this policy is terminated, we will send the first Named Insured any premium refund due. If we terminate, the refund will be pro rata. If the first Named Insured terminates, the refund may be less than pro rata. The termination will be effective even if we have not made or offered a refund.

## Transfer Of Rights Of Recovery Against Others To Us

14. If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "action" or transfer those rights to us and help us enforce them.

## Transfer Of Your Rights and Duties Under This Policy

15. Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

## SECTION V – DEFINITIONS

1. "Abuse" means any act or threat involving molestation, harassment, corporal punishment or any other form of physical, sexual or mental abuse.
2. "Action" means a civil proceeding in which "compensatory damages" because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Action" includes:
  - a. An arbitration proceeding in which such "compensatory damages" are claimed and to which the insured must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such "compensatory damages" are claimed and to which the insured submits with our consent.
3. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
4. "Automobile" means a land motor vehicle, trailer or semitrailer that is required by law to be insured under a contract evidenced by a motor vehicle liability policy, or any vehicle insured under such a contract, including any attached machinery or equipment.
5. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
6. "Compensatory damages" means damages due or awarded in payment for actual injury or economic loss. "Compensatory damages" does not include punitive or exemplary damages or the multiple portion of any multiplied damage award.
7. "Coverage territory" means:
  - a. Canada and the United States of America (including its territories and possessions).
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in a. above;
    - (2) The activities of an insured person whose home is in the territory described in a. above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication provided

the insured's responsibility to pay "compensatory damages" is determined in an "action" on the merits, in the territory described in a. above or in a settlement we agree to.

8. "Employee" includes a "leased worker" and a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. "Fissionable substance" means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.
11. "Fungi" includes, but is not limited to, any form or type of mould, yeast, mushroom or mildew whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any "fungi" or "spores" or resultant mycotoxins, allergens or pathogens.
12. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
13. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement; if such property can be restored to use by:
    - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
    - b. Your fulfilling the terms of the contract or agreement.
14. "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 indemnitee 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.
15. "Insured contract" means:
  - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
  - b. A sidetrack agreement;
  - c. An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
  - d. Any other easement agreement;
  - e. An obligation, as required by ordinance or bylaw, to indemnify a municipality, except in connection with work for a municipality;
  - f. An elevator maintenance agreement;
  - g. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "compensatory damages" because of "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph g. does not include that part of any contract or agreement:

    - (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
      - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
      - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
    - (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render "professional services", including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
16. "Leased worker" means a person leased to you by a labour leasing firm under an agreement between you and the labour leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
17. "Loading or unloading" means the handling of property:
  - a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "automobile";
  - b. While it is in or on an aircraft, watercraft or "automobile"; or
  - c. While it is being moved from an aircraft, watercraft or "automobile" to the place where it is finally delivered; but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "automobile".
18. "Nuclear energy hazard" means the radioactive, toxic, explosive, or other hazardous properties of radioactive material;
19. "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.

20. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
21. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- False arrest, detention or imprisonment;
  - Malicious prosecution;
  - 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;
  - 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;
  - Oral or written publication, in any manner, of material that violates a person's right of privacy;
  - The use of another's advertising idea in your "advertisement"; or
  - Infringing upon another's copyright, trade dress or slogan in your "advertisement".
22. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, odour, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
23. "Products-completed operations hazard":
- Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
    - Products that are still in your physical possession; or
    - Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
      - When all of the work called for in your contract has been completed.
      - When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
      - When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
  - Does not include "bodily injury" or "property damage" arising out of:
    - The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
    - The existence of tools, uninstalled equipment or abandoned or unused materials.
24. "Professional services" shall include but not be limited to:
- Medical, surgical, dental, x-ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith;
  - Any professional service or treatment conducive to health;
  - Professional services of a pharmacist;
  - The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
  - The handling or treatment of deceased human bodies including autopsies, organ donations or other procedures;
  - Any cosmetic, body piercing, tonsorial, massage, physiotherapy, chiropody, hearing aid, optical or optometrical services or treatments;
  - The preparation or approval of maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications;
  - Supervisory, inspection, architectural, design or engineering services;
  - Accountant's, advertiser's, notary's (Quebec), public notary's, paralegal's, lawyer's, real estate broker's or agent's, insurance broker's or agent's, travel agent's, financial institution's, or consultant's professional advices or activities;
  - Any computer programming or re-programming, consulting, advisory or related services; or
  - Claim, investigation, adjustment, appraisal, survey or audit services.
25. "Property damage" means:
- Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
  - Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.
- For the purposes of this insurance, electronic data is not tangible property.  
As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
26. "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;
27. "Spores" includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any "fungi".
28. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
29. "Terrorism" means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or

force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

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

**COMMERCIAL GENERAL LIABILITY POLICY**  
**(Occurrence Form)**  
**(010LW09)**

Throughout this policy the words “you” and “your” refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under Paragraph 3. of Section II – Who is an Insured. The words “we”, “us” and “our” refer to the company providing this insurance.

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. Refer to Section V – Definitions.

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

**SECTION I – COVERAGES**

**COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

Insuring Agreement

1. a. We will pay those sums that the insured becomes legally obligated to pay as “compensatory damages” because of “bodily injury” or “property damage” to which this insurance applies. We will have the right and duty to defend the insured against any “action” seeking those “compensatory damages”. However, we will have no duty to defend the insured against any “action” seeking “compensatory damages” for “bodily injury” or “property damage” to which this insurance does not apply. We may, at our discretion, investigate any “occurrence” and settle any claim or “action” that may result. But:
  - (1) The amount we will pay for “compensatory damages” is limited as described in Section III – Limits Of Insurance; and
  - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A, B or D or medical expenses under Coverage C.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 to “bodily injury” and “property damage” only if:
  - (1) The “bodily injury” or “property damage” is caused by an “occurrence” that takes place in the “coverage territory”; and
  - (2) The “bodily injury” or “property damage” occurs during the policy period; and
  - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no “employee” authorized by you to give or receive notice of an “occurrence” or claim, knew that the “bodily injury” or “property damage” had occurred, in whole or in part. If such a listed insured or authorized “employee” knew, prior to the policy period, the “bodily injury” or “property damage” occurred, then any continuation, change or resumption of such “bodily injury” “property damage” during or after the policy period will be deemed to have been known prior to the policy period.
- c. “Bodily injury” or “property damage” which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any “employee” authorized by you to give or receive notice of an “occurrence” or claim, includes any continuation, change or resumption of that “bodily injury” or “property damage” after the end of the policy period.
- d. “Bodily injury” or “property damage” will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any “employee” authorized by you to give or receive notice of an “occurrence” or claim:
  - (1) Reports all, or any part, of the “bodily injury” or “property damage” to us or any other insurer;
  - (2) Receives a written or verbal demand or claim for “compensatory damages” because of the “bodily injury” or “property damage”; or
  - (3) Becomes aware by any other means that “bodily injury” or “property damage” has occurred or has begun to occur.
- e. “Compensatory damages” because of “bodily injury” include “compensatory damages” claimed by any person or organization for care, loss of services or death resulting at any time from the “bodily injury”.

**Exclusions**

2. This insurance does not apply to:
  - a. **Expected or Intended Injury**

“Bodily injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” resulting from the use of reasonable force to protect persons or property.
  - b. **Contractual Liability**

“Bodily injury” or “property damage” for which the insured is obligated to pay “compensatory damages” by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for “compensatory damages”:

    - (1) That the insured would have in the absence of the contract or agreement; or
    - (2) Assumed in a contract or agreement that is an “insured contract”, provided the “bodily injury” or “property damage” occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an “insured contract”, reasonable legal fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be “compensatory damages” because of “bodily injury” or “property damage”, provided:
      - (a) Liability to such party for, or for the cost of, that party’s defense has also been assumed in the same “insured contract”; and
      - (b) Such legal fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which “compensatory damages” to which this insurance applies are alleged.
  - c. **Workers’ Compensation and Similar Laws**

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

#### **d. Employer's Liability**

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph 2. d. (1) above.

This exclusion applies:

- (i) Whether the insured may be liable as an employer or in any other capacity; and
- (ii) 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:

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

#### **e. Aircraft or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others by or on behalf of any insured of:

- (i) Any aircraft, air cushion vehicle or watercraft owned or operated by or rented or loaned to any insured; or
- (ii) Any premises for the purpose of an airport or aircraft landing area and all operations necessary or incidental thereto.

Use includes operation and "loading or unloading".

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

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 8 metres 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 Canadian provincial or territorial workers' compensation law, if the "bodily injury" results from an "occurrence" involving watercraft.

#### **f. Automobile**

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

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

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

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

This exclusion does not apply to:

- (1) "Bodily injury" to an "employee" of the insured on whose behalf contributions are made by or required to be made by the insured under the provisions of any Canadian provincial or territorial workers' compensation law.
- (2) "Bodily injury" or "property damage" arising out of a defective condition in, or improper maintenance of, any "automobile" owned by the Insured while leased to others for a period of 30 days or more provided the lessee is obligated under contract to ensure that the "automobile" is insured.
- (3) "Bodily injury" or "property damage" arising out of the ownership, use or operation of machinery, apparatus or equipment mounted on or attached to any vehicle while at the site of the use or operation of such equipment. This exception however does not apply when such equipment is mounted on or attached to any "automobile" and such equipment is used for the purpose of "loading or unloading".
- (4) "Bodily injury" or "property damage" arising out of "loading or unloading" if such operations are precluded from coverage under the motor vehicle section of any provincial or territorial act or regulation.

#### **g. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in your care, custody or control;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it. Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**h. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**i. Damage To Your Work**

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

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

**j. Damage To Impaired Property or Property Not Physically Injured**

"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 "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

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

**k. Recall of Products, Work or Impaired Property**

"Compensatory damages" claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**l. Electronic Data**

"Compensatory damages" arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

**m. Personal and Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**n. Professional Services**

"Bodily injury" (other than "incidental medical malpractice injury"), or "property damage" due to the rendering of or failure to render by you or on your behalf of any "professional services" for others, or any error or omission, malpractice or mistake in providing those services.

**o. Abuse**

- a. Claims or "actions" arising directly or indirectly from "abuse" committed or alleged to have been committed by an insured, including the transmission of disease arising out of any act of "abuse".
- b. Claims or "actions" based on your practices of "employee" hiring, acceptance of "volunteer workers" or supervision or retention of any person alleged to have committed "abuse".
- c. Claims or "actions" alleging knowledge by an insured of, or failure to report, the alleged "abuse" to the appropriate authority(ies).

**p. Asbestos** – see Common Exclusions

**q. Fungi or Spores** – see Common Exclusions

**r. Nuclear** – see Common Exclusions

**s. Pollution** – see Common Exclusions

**t. Terrorism** – see Common Exclusions

**u. War Risks** – see Common Exclusions

**COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY**

Insuring Agreement

1. a. We will pay those sums that the insured becomes legally obligated to pay as "compensatory damages" because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "action" seeking those "compensatory damages". However, we will have no duty to defend the insured against any "action" seeking "compensatory damages" for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "action" that may result. But:
  - (1) The amount we will pay for "compensatory damages" is limited as described in Section III – Limits Of Insurance; and
  - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A, B or D or medical expenses under Coverage C.  
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 to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

Exclusions

2. This insurance does not apply to:
  - a. **Knowing Violation Of Rights Of Another**  
"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".
  - b. **Material Published With Knowledge Of Falsity**  
"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

**c. Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

**d. Criminal Acts**

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

**e. Contractual Liability**

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

**f. Breach Of Contract**

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

**g. Quality Or Performance Of Goods – Failure To Conform To Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

**h. Wrong Description Of Prices**

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

**i. Infringement Of Copyright, Patent, Trademark or Trade Secret**

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

**j. Insureds In Media and Internet Type Businesses**

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web-sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 21. a., b. and c. of "personal and advertising injury" under the Definitions Section. For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

**k. Electronic Chatrooms or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

**l. Unauthorized Use Of Another's Name or Product**

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

**m. Asbestos – see Common Exclusions**

**n. Fungi or Spores – see Common Exclusions**

**o. Nuclear – see Common Exclusions**

**p. Pollution – see Common Exclusions**

**q. Terrorism – see Common Exclusions**

**r. War Risks – see Common Exclusions**

**COVERAGE C. MEDICAL PAYMENTS**

**1. Insuring Agreement**

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within one year of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance as described in Section III – Limits of Insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

**2. Exclusions**

We will not pay expenses for "bodily injury":

**a. Any Insured**

To any insured, except "volunteer workers".

**b. Hired Person**

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

**c. Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

**d. Workers Compensation and Similar Laws**

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

**e. Athletics Activities**

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

**f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

**g. Coverage A Exclusions**

Excluded under Coverage A.

**COVERAGE D. TENANTS' LEGAL LIABILITY**

Insuring Agreement

1. a. We will pay those sums that the insured becomes legally obligated to pay as "compensatory damages" because of "property damage" to which this insurance applies. This insurance applies only to "property damage" to premises of others rented to you or occupied by you. We will have the right and duty to defend the insured against any "action" seeking those "compensatory damages". However, we will have no duty to defend the insured against any "action" seeking "compensatory damages" for "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "action" that may result. But:
  - (1) The amount we will pay for "compensatory damages" is limited as described in Section III – Limits Of Insurance; and
  - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A, B or D or medical expenses under Coverage C.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 to "property damage" only if:
  - (1) The "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
  - (2) The "property damage" occurs during the policy period; and
  - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "property damage" occurred, then any continuation, change or resumption of such "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "property damage" after the end of the policy period.
- d. "Property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
  - (1) Reports all, or any part, of the "property damage" to us or any other insurer;
  - (2) Receives a written or verbal demand or claim for "compensatory damages" because of the "property damage"; or
  - (3) Becomes aware by any other means that "property damage" has occurred or has begun to occur.

Exclusions

2. This insurance does not apply to:
  - a. **Expected or Intended Injury**  
"Property damage" expected or intended from the standpoint of the insured.
  - b. **Contractual Liability**  
"Property damage" for which the insured is obligated to pay "compensatory damages" by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "compensatory damages":
    - (1) That the insured would have in the absence of the contract or agreement; or
    - (2) Assumed in a contract or agreement that is an "insured contract", provided the "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable legal fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be "compensatory damages" because of "property damage", provided:
      - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
      - (b) Such legal fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which "compensatory damages" to which this insurance applies are alleged.
  - c. **Asbestos** – see Common Exclusions
  - d. **Fungi or Spores** – see Common Exclusions
  - e. **Nuclear** – see Common Exclusions
  - f. **Pollution** – see Common Exclusions
  - g. **Terrorism** – see Common Exclusions
  - h. **War Risks** – see Common Exclusions

**SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND D**

1. We will pay, with respect to any claim we investigate or settle, or any "action" against an insured we defend:
  - a. All expenses we incur.
  - b. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

- c. All reasonable expenses you incur at our request to assist us in the investigation or defense of the claim or “action”, including actual loss of earnings up to \$250 a day because of time off from work.
- d. All costs assessed or awarded against you in the “action”.
- e. Any interest accruing after entry of judgment upon that part of the judgment which is within the applicable limit of insurance and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against an “action” and an indemnitee of the insured is also named as a party to the “action”, we will defend that indemnitee if all of the following conditions are met:
  - a. The “action” against the indemnitee seeks “compensatory damages” for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an “insured contract”;
  - b. This insurance applies to such liability assumed by the insured;
  - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same “insured contract”;
  - d. The allegations in the “action” and the information we know about the “occurrence” are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
  - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such “action” and agree that we can assign the same counsel to defend the insured and the indemnitee; and
  - f. The indemnitee:
    - (1) Agrees in writing to:
      - (a) Cooperate with us in the investigation, settlement or defense of the “action”;
      - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the “action”;
      - (c) Notify any other insurer whose coverage is available to the indemnitee; and
      - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
    - (2) Provides us with written authorization to:
      - (a) Obtain records and other information related to the “action”; and
      - (b) Conduct and control the defense of the indemnitee in such “action”.

So long as the above conditions are met, legal fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b. (2) of Section I – Coverage A – Bodily Injury and Property Damage Liability, such payments will not be deemed to be “compensatory damages” for “bodily injury” and “property damage” and will not reduce the limits of insurance.

Our obligation to defend an insured’s indemnitee and to pay for legal fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

## SECTION II – WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership, limited liability partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, limited liability partnership, joint venture or limited liability company, you are an insured. Your “executive officers” and directors are insureds, but only with respect to their duties as your officers or directors. Your shareholders are also insureds, but only with respect to their liability as shareholders.
  - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- 2. Each of the following is also an insured:
  - a. Your “volunteer workers” only while performing duties related to the conduct of your business, or your “employees”, other than either your “executive officers” (if you are an organization other than a partnership, limited liability partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these “employees” or “volunteer workers” are insureds for:
    - (1) “Bodily injury” or “personal and advertising injury”:
      - (a) To you, to your partners or members (if you are a partnership, limited liability partnership or joint venture), to your members (if you are a limited liability company), to a co-“employee” while in the course of his or her employment or performing duties related to the conduct of your business, or to your other “volunteer workers” while performing duties related to the conduct of your business;
      - (b) To the spouse, child, parent, brother or sister of that co-“employee” or “volunteer worker” as a consequence of Paragraph (1) (a) above;
      - (c) For which there is any obligation to share “compensatory damages” with or repay someone else who must pay “compensatory damages” because of the injury described in Paragraphs (1)(a) or (b) above;
      - (d) Arising out of his or her providing or failing to provide professional health care services; or
      - (e) To any person who at the time of injury is entitled to benefits under any workers’ compensation or disability benefits law or a similar law.
    - (2) “Property damage” to property:
      - (a) Owned, occupied or used by,
      - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your “employees”, “volunteer workers”, any partner or member (if you are a partnership, limited liability partnership or joint venture), or any member (if you are a limited liability company).
  - b. Any person (other than your “employee” or “volunteer worker”), or any organization while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:
    - (1) With respect to liability arising out of the maintenance or use of that property; and
    - (2) Until your legal representative has been appointed.
  - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.
3. Any organization you newly acquire or form, other than a partnership, limited liability partnership or joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - b. Coverage **A** and **D** does not apply to “bodily injury” or “property damage” that occurred before you acquired or formed the organization; and
  - c. Coverage **B** does not apply to “personal and advertising injury” arising out of an offense committed before you acquired or formed the organization.
- No person or organization is an insured with respect to the conduct of any current or past partnership, limited liability partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or “actions” brought; or
  - c. Persons or organizations making claims or bringing “actions”.
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. “Compensatory damages” under Coverage **A**, except “compensatory damages” because of “bodily injury” or “property damage” included in the “products-completed operations hazard”;
  - b. “Compensatory damages” under Coverage **B**; and
  - c. Medical expenses under Coverage **C**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for “compensatory damages” because of “bodily injury” and “property damage” included in the “products-completed operations hazard”.
4. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. “Compensatory damages” under Coverage **A**; and
  - b. Medical expenses under Coverage **C** because of all “bodily injury” and “property damage” arising out of any one “occurrence”.
5. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all “compensatory damages” because of all “personal and advertising injury” sustained by any one person or organization.
6. The Tenants’ Legal Liability Limit is the most we will pay under Coverage **D** for “compensatory damages” because of “property damage” to any one premises.
7. Subject to 4. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of “bodily injury” sustained by any one person.
 

The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.
8. Deductible
  - a. Our obligation under Property Damage Liability and Tenants’ Legal Liability to pay “compensatory damages” on your behalf applies only to the amount of “compensatory damages” in excess of any deductible amounts stated in the Declarations as applicable to such coverages, and the limits of insurance applicable to each “occurrence” for Property Damage Liability and any one premises for Tenants’ Legal Liability will be reduced by the amount of such deductible.
  - b. The deductible amount applies as follows:
    - 1) Under Coverage **A**: To all “compensatory damages” because of “property damage” as the result of any one “occurrence”, regardless of the number of persons or organizations who sustain “compensatory damages” because of that “occurrence”.
    - 2) Under Coverage **D**, Tenants’ Legal Liability, to all “compensatory damages” because of “property damage” as the result of any one “occurrence”, regardless of the number of persons or organizations who sustain “compensatory damages” because of that “occurrence”.
  - c. The terms of this insurance, including those in respect to:
    - 1) our right and duty to defend any “action” seeking those “compensatory damages”; and
    - 2) your duties in the event of an “occurrence”, claim or “action” apply irrespective of the application of the deductible amount.
  - d. We may pay any part or all of the deductible amount to effect settlement of any claim or “action” and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

## **COMBINED DEDUCTIBLE ENDORSEMENT**

### **Property Damage and Bodily Injury**

**(015LE09)**

- (a) The Insurer's obligation under bodily injury liability or property damage liability to pay compensatory damages on behalf of the Insured applies only to the amount of compensatory damages in excess of the deductible amount stated in the Declarations.
- (b) The deductible amount applies to all compensatory damages because of bodily injury and property damage as the result of one accident.
- (c) The terms of this endorsement, including those with respect to (a) the Insurer's rights and duties with respect to the defence of suits and (b) the Insured's duties in the event of an accident, apply irrespective of the application of the deductible amount.
- (d) The Insurer may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the Named Insured shall promptly reimburse the Insurer for such part of the deductible amount as has been paid by the Insurer.

## STANDARD NON-OWNED AUTOMOBILE POLICY (O.P.F. #6)

(035LE09)

With respect to vehicles used in the Insured's business:

### SECTION A - THIRD PARTY LIABILITY

The Insurer agrees to indemnify the Insured against the liability imposed by law upon the Insured for loss or damage arising from the use or operation of any automobile not owned in whole or in part by or licensed in the name of the Insured, and resulting from

#### **BODILY INJURY TO OR THE DEATH OF ANY PERSON OR DAMAGE TO PROPERTY OF OTHERS NOT IN THE CARE, CUSTODY OR CONTROL OF THE INSURED:**

Provided always the Insurer shall not be liable under this policy:

- a) for any liability which arises from the use or operation of any automobile while personally driven by the Insured if the Insured is an individual; or
- b) \* for any liability imposed upon any person insured by this policy:
  - 1) by any workmen's compensation law; or
  - 2) by any law for bodily injury to or death of the Insured or any partner, officer or employee of the Insured while engaged in the business of the Insured; or
- c) for any liability assumed by any person insured by this policy voluntarily under any contract or agreement or
- d) for loss or damage to property carried in or upon an automobile personally driven by any person insured by this policy or to any property owned or rented by, or in the care, custody or control of any such person; or
- e) for any amount in excess of the limit stated in the liability section of the Policy Declarations and expenditures provided for in the Additional Agreements of this policy; subject always to the provisions of the section of the insurance act (Automobile Insurance Part) relating to the nuclear energy hazard.

\*Not applicable in the Province of Ontario.

### ADDITIONAL AGREEMENTS OF INSURER

Where indemnity is provided by this policy, the Insurer further agrees:

- 1) upon receipt of notice of loss or damage caused to persons or property to serve any person insured by this policy by such investigation thereof, or by such negotiations with the claimant, or by such settlement of any resulting claims, as may be deemed expedient by the Insurer, and
- 2) to defend in the name and on behalf of any person insured by this policy and at the cost of the Insurer any civil action which may at any time be brought against such person on account of such loss or damage to persons or property; and
- 3) to pay all cost taxed against any person insured by this policy in any civil action defended by the Insurer and any interest accruing after entry of judgment upon that part of the judgment which is within the limits of the Insurer's liability; and
- 4) in case the injury be to a person, reimburse any person insured by this policy for outlay for such medical aid as may be immediately necessary at the time of such injury; and
- 5) be liable up to the minimum limit(s) prescribed for that province or territory of Canada in which the accident occurred, if that limit(s) is higher than the limit stated in the liability section of the Policy Declarations; and
- 6) not to set up any defense to a claim that might not be set up if the policy were a motor vehicle liability policy issued in the province or territory of Canada in which the accident occurred.

### AGREEMENTS OF INSURED

Where indemnity is provided by this section, every person insured by this policy

- a) By the acceptance of this policy, constitutes and appoints the Insurer his irrevocable attorney to appear and defend in any province or territory of Canada in which action is brought against the Insured arising out of the use or operation of an automobile with respect to which insurance is provided hereunder;
- b) Shall reimburse the Insurer, upon demand, in the amount which the Insurer has paid by reason of the provisions of any statute relating to automobile insurance and which the Insurer would not otherwise be liable to pay under this policy.

### GENERAL PROVISIONS AND DEFINITIONS

#### 1. Additional Insureds

The Insurer agrees to indemnify in the same manner and to the same extent as if named herein as the Insured, every partner, officer or employee of the Insured who, with the consent of the owner thereof, personally drives (a) in the business of the Insured stated in the liability section of the Policy Declarations, any automobile not owned in whole or in part by or licensed in the name of (i) the Insured, or (ii) such additional Insured person, or (iii) any person or persons residing in the same dwelling premises as the Insured or such additional insured person, or (b) any automobile hired or leased in the name of the Insured except an automobile owned in whole or in part or licensed in the name of such additional insured person.

#### 2. Territory

This policy applies only to the use or operation of automobiles within Canada or the United States of America or upon a vessel plying between ports of those countries.

#### 3. Hired Automobiles Defined

The term "hired automobiles" as used in this policy means automobiles hired or leased from others with or without drivers, used under the control of the Insured in the business stated in the liability section of the Policy Declarations schedule but shall not include any automobile owned in whole or in part by or licensed in the name of the Insured or any partner, officer or employee of the Insured.

**4. Automobiles Operated Under Contract Defined**

The term "automobiles operated under contract" as used in this policy shall mean automobiles operated in the business of the Insured stated in the liability section of the Policy Declarations where the complete supervision, direction and control of such automobiles remain with the owner thereof, but shall not include any automobile owned in whole or in part by or licensed in the name of the Insured or any partner, officer or employee of the Insured.

**5. Two Or More Automobiles**

When two or more automobiles are insured hereunder the terms of this policy shall apply separately to each, but a motor vehicle and a trailer or trailers attached thereto shall be held to the one automobile as respects limits of liability.

**6. Premium Adjustment**

The advance premium stated in the liability section of the Policy Declarations is computed on: -

1. The estimated total "cost of hire" for the policy period. The words "cost of hire" as used herein mean the entire amount incurred for "hired automobiles" and drivers when such automobiles are hired with drivers or the amount incurred for hired automobiles and the wages paid to drivers when such drivers are employees of the Insured, and
2. The estimated total "contract cost" for the policy period. The words "contract cost" as used herein mean the entire amount paid by the Insured for "automobiles operated under contract" to the owners thereof.

The advance premium is subject to adjustment at the end of the policy period when the Insured shall deliver to the Insurer a written statement of the total amounts expended for cost of hire during the policy period. If such amount exceed the estimates stated in the application, the Insured shall immediately pay additional premium at the rates applicable thereto; if less, the Insurer shall return to the Insured the unearned premium when determined but the Insurer shall, in any event, receive or retain not less than the minimum retained premium stated therein.

The Insurer shall have the right and opportunity, whenever the Insurer so desires, to examine the books and records of the Insured to the extent they relate to the premium bases or the subject matter of this policy.

**7. Limits Of Liability**

Non-Owned Automobile

Each accident: The limit of liability stated in the schedule for non-owned automobiles as applicable to "each accident" is the limit of the Insurer's liability (exclusive of interest and costs) for loss or damage resulting from bodily injury to or the death of one or more persons, and for loss or damage to property, regardless of the number of claims arising from any one accident.

**STATUTORY CONDITIONS**

In these Statutory Conditions, unless the context otherwise requires, the word "Insured" means a person insured by this contract whether named or not.

NOTE: All of the Statutory Conditions contain the above wording. However,

- in all of the Provinces and Territories using these standard, approved forms, only Statutory Conditions 1, 8 and 9 are made applicable to accident benefits insurance and uninsured motorist insurance where it is provided by the contract.
- In the Northwest Territories the definition of "insured person" must be read as containing in addition the words "and includes any person to whom benefits may be payable under the accident benefits set out in the Schedule to the Insurance Ordinance."

**1. MATERIAL CHANGE IN RISK**

- 1) The Insured named in this contract shall promptly notify the Insurer or its local agent in writing of any change in the risk material to the contract and within his knowledge.
- 2) Without restricting the generality of the foregoing, the words "change in the risk material to the contract" include:
  - a) any change in the insurable interest of the Insured named in this contract in the automobile by sale, assignment or otherwise, except through change of title by succession, death or proceedings under the bankruptcy act (Canada);
  - b) any mortgage, lien or encumbrance affecting the automobile after the application for this contract;
  - c) any other insurance of the same interest, whether valid or not, covering loss or damage insured by this contract or any portion thereof.

and in respect of insurance against loss of or damage to the automobile,

NOTE: In Prince Edward Island Statutory Conditions 1, subconditions 2 and 3 are identical with the above quoted Statutory Conditions relating to material change in risk.

**2. PROHIBITED USE BY INSURED**

- 1) The Insured shall not drive or operate the automobile;
  - a) unless he is for the time being either authorized by law or qualified to drive or operate the automobile; or
  - b) while his licence to drive or operate an automobile is suspended or while his right to obtain a licence is suspended or while he is prohibited under order of any court from driving or operating an automobile; or
  - c) while he is under the age of sixteen years or under such other age as is prescribed by the law of the province in which he resides at the time this contract is made as being the minimum age at which a licence or permit to drive an automobile may be issued to him; or
  - d) for any illicit or prohibited trade or transportation; or
  - e) in any race or speed test.

**PROHIBITED USE BY OTHERS**

- 2) The Insured shall not permit, suffer, allow or connive at the use of the automobile,
  - a) by any person,
    - i) unless that person is for the time being either authorized by law or qualified to drive or operate the automobile; or
    - ii) while that person is under the age of sixteen years or under such other age as is prescribed by the law of the province in which he resides at the time this contract is made as being the minimum age at which a licence or permit to drive an automobile may be issued to him, or
  - b) by any person who is a member of the household of the Insured while his licence to drive or operate an automobile is suspended while he is prohibited under order of any court from driving or operating an automobile; or
  - c) for any illicit or prohibited trade or transportation; or
  - d) in any race or speed test.

In the case of British Columbia and Saskatchewan, Statutory Condition 2 reads as follows:

## **2. PROHIBITED USE BY INSURED**

- 1) The Insured shall not drive or operate the automobile;
  - a) while under the influence of intoxicating liquor or drugs to such an extent as to be for the time being incapable of the proper control of the automobile; or
  - b) unless he is for the time being either authorized by law or qualified to drive or operate the automobile; or
  - c) while he is under the age of 16 years or under such other age as is prescribed by the law of the province in which he resides at the time this contract is made as being the minimum age at which a licence or permit to drive an automobile may be issued to him; or
  - d) for any illicit or prohibited trade or transportation; or
  - e) in any race or speed test.

## **PROHIBITED USE BY OTHERS**

- 2) The Insured shall not permit, suffer, allow or connive at the use of the automobile,
  - a) by any person under the influence of intoxicating liquor or drugs to such an extent as to be for the time being incapable of the proper control of the automobile; or
  - b) by any person,
    - i) unless that person is for the time being either authorized by law or qualified to drive or operate the automobile; or
    - ii) while that person is under the age of 16 years or under such other age as is prescribed by the law of the province in which he resides at the time this contract is made as being the minimum age at which a licence or permit to drive an automobile may be issued to him, or
  - c) for any illicit or prohibited trade or transportation; or
  - d) in any race or speed test.

## **3. REQUIREMENTS WHERE LOSS OR DAMAGE TO PERSONS OR PROPERTY**

- 1) The Insured shall,
  - a) promptly give to the Insurer written notice, with all available particulars, of any accident involving loss or damage to persons or property and of any claim made on account of the accident;
  - b) verify by statutory declaration, if required by the Insurer, that the claim arose out of the use or operation of the automobile and that the person operating or responsible for the operation of the automobile at the time of the accident is a person insured under this contract; and
  - c) forward immediately to the Insurer every letter, document, advice or writ received by him from or on behalf of the claimant.
- 2) The Insured shall not,
  - a) voluntarily assume any liability or settle any claim except at his own cost; or
  - b) interfere in any negotiation for settlement or in any legal proceeding.
- 3) The Insured shall, whenever requested by the Insurer, aid in securing information and evidence and the attendance of any witness and shall co-operate with the Insurer, except in a pecuniary way, in the defence of any action or proceeding or in the prosecution of any appeal.

## **4. REQUIREMENTS WHERE LOSS OR DAMAGE TO AUTOMOBILE**

- 1) Where loss of or damage to the automobile occurs, the Insured shall, if the loss or damage is covered by this contract,
  - a) promptly give notice thereof in writing to the Insurer with the fullest information obtainable at the time;
  - b) at the expense of the Insurer, and as far as reasonably possible, protect the automobile from further loss or damage; and
  - c) Deliver to the Insurer within ninety days after the date of the loss or damage a statutory declaration stating, to the best of his knowledge and belief, the place, time, cause and amount of the loss or damage, the interest of the Insured and of all others therein, the encumbrances thereon, all other insurance, whether valid or not, covering the automobile and that the loss or damage did not occur through any wilful act or neglect, procurement, means or connivance of the Insured.
- 2) Any further loss or damage accruing to the automobile directly or indirectly from a failure to protect it as required under subcondition 1 of this condition is not recoverable under this contract.
- 3) No repairs, other than those that are immediately necessary for the protection of the automobile from further loss or damage, shall be undertaken and no physical evidence of the loss or damage shall be removed,
  - a) without the written consent of the Insurer; or
  - b) until the Insurer has had a reasonable time to make the examination for which provision is made in Statutory Condition 5.

## **EXAMINATION OF INSURED**

- 4) The Insured shall submit to examination under oath, and shall produce for examination at such reasonable place and time as is designated by the Insurer or its representative all documents in his possession or control that relate to the matters in question, and he shall permit extracts and copies thereof to be made.

## **INSURER LIABLE FOR CASH VALUE OF AUTOMOBILE**

- 5) The Insurer shall not be liable for more than the actual cash value of the automobile at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated according to that actual cash value with proper deduction for depreciation, however caused, and shall not exceed the amount that it would cost to repair or replace the automobile, or any part thereof, with material of like kind and quality, but, if any part of the automobile is obsolete and out of stock, the liability of the Insurer in respect thereof shall be limited to the value of that part at the time of loss or damage, not exceeding the maker's latest list price.

## **REPAIR OR REPLACEMENT**

- 6) Except where an appraisal has been made, the Insurer, instead of making payment, may, within a reasonable time, repair, rebuild or replace the property damaged or lost with other of like kind and quality if, within seven days after the receipt of the proof of loss, it gives written notice of its intention to do so.

## **NO ABANDONMENT; SALVAGE**

- 7) There shall be no abandonment of the automobile to the Insurer without the Insurer's consent. If the Insurer exercises the option to replace the automobile or pays the actual cash value of the automobile, the salvage, if any, shall vest in the Insurer.

## **IN CASE OF DISAGREEMENT**

- 8) In the event of disagreement as to the nature and extent of the repairs and replacements required, or as to their adequacy, if effected, or as to the amount payable in respect of any loss or damage, those questions shall be determined by appraisal as provided under The Insurance Act before there can be recovery under this contract, whether the right to recover on the contract is disputed or not, and independently of all

other questions. There shall be no right to an appraisal until a specific demand therefore is made in writing and until after proof of loss has been delivered.

**5. INSPECTION OF AUTOMOBILE**

The Insured shall permit the Insurer at all reasonable times to inspect the automobile and its equipment.

**6. TIME AND MANNER OF PAYMENT OF INSURANCE MONEY**

1) The Insurer shall pay the insurance money for which it is liable under this contract within sixty days after the proof of loss has been received by it or, where an appraisal is made under subcondition 8 of statutory condition 4, within fifteen days after the award is rendered by the appraisers.

**WHEN ACTION MAY BE BROUGHT**

2) The Insured shall not bring an action to recover the amount of a claim under this contract unless the requirements of Statutory Conditions 3 and 4 are complied with or until the amount of the loss has been ascertained as therein provided or by a judgment against the Insured after trial of the issue or by agreement between the parties with the written consent of the Insurer.

**LIMITATION OF ACTIONS**

3) Every action or proceeding against the Insurer under this contract in respect of loss or damage to the automobile shall be commenced within one year next after the happening of the loss and not afterwards, and in respect of loss or damage to persons or property shall be commenced within one year next after the cause of action arose and not afterwards.

NOTE: In Yukon Territory, Northwest Territories, Manitoba and New Brunswick, the one year limitation period in subcondition (3) should read "2 years".

**In the case of Nova Scotia and Prince Edward Island subcondition (3) reads as follows:**

- 4) Every action or proceeding under this contract against the Insurer in respect of a claim for indemnification for liability of the Insured for loss or damage to property of another person or for personal injury to or death of another person shall be commenced within two years after the liability of the Insured is established by a court or competent jurisdiction and no afterwards. Every other action or proceeding against the Insurer under this contract in respect of loss or damage to the automobile shall be commenced within two years from the time the loss or damage was sustained and not afterwards."

**7. WHO MAY GIVE NOTICE AND PROOFS OF CLAIM**

Notice of claim may be given and proofs of claim may be made by the agent of the Insured named in this contract in case of absence or inability of the Insured to give the notice or make the proof, such absence or inability being satisfactorily accounted for or, in the like case or if the Insured refuses to do so, by a person to whom any part of the insurance money is payable.

**8. TERMINATION**

- 1) This contract may be terminated,
  - a) by the Insurer giving to the Insured fifteen days' notice of termination by registered mail or five days' written notice of termination personally delivered;
  - b) by the Insured at any time on request.
- 2) Where this contract is terminated by the Insurer,
  - a) the Insurer shall refund the excess of premium actually paid by the 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
  - b) the refund shall accompany the notice unless the premium is subject to adjustment or determination as to the amount, in which case the refund shall be made as soon as practicable.
- 3) Where this contract is terminated by the Insured, the Insurer shall refund as soon as practicable the excess of premium actually paid by the Insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.
- 4) The refund may be made by money, postal or express company money order or cheque payable at par.
- 5) The fifteen days mentioned in clause (a) of subcondition 1 of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

NOTE: In the Northwest Territories, paragraph (a) of sub-condition 1 has the following words added:  
"and by notifying the registrar of motor vehicles as required by the Vehicles Ordinance".

**9. NOTICE**

Any written notice to the Insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the Insurer in the Province. Written may be given to the Insured named in this contract by letter personally delivered to him or by registered mail addressed to him at his latest post office address as notified to the Insurer. In this condition, the expression "registered": means registered in or outside Canada.

NOTE: In the Northwest Territories, the reference is to Territories and in the Yukon Territory the reference is to Territory rather than Province.

## **SEVERAL LIABILITY NOTICE**

**(000SL08)**

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.

**PROFESSIONAL LIABILITY EXCLUSION ENDORSEMENT**

**(040LE03)**

It is agreed that this insurance does not apply to the rendering of or failure to render professional service, or any error or omission, malpractice or mistake of a professional nature committed or alleged to have been committed or omitted by or on behalf of the Insured in the conduct of any of the Insured's business activities as described in the policy Declarations.

**SUB-CONTRACTOR INSURANCE EVIDENCE WARRANTY**  
**APPLICABLE TO COMMERCIAL GENERAL LIABILITY**  
**(527LE06)**

It is understood and agreed and warranted that the Insured shall obtain from each and every contractor or sub-contractor hired or engaged to do work on behalf of the Insured, evidence of liability insurance of not less than \$1,000,000 inclusive limits for Bodily Injury Liability and Property Damage Liability.

Said liability insurance is to include Products and Completed Operations Liability, Cross Liability, and at least 15 days' notice to the Named Insured of cancellation or material change to the policy.

**Violation of the condition set forth in this warranty shall render coverage provided by this policy null and void.**

\_\_\_\_\_  
Signature of Insured

\_\_\_\_\_  
Date

## **UNITED STATES EXCLUSION**

### **623LE03**

It is hereby understood and agreed that the insurance provided by this policy shall not apply to: -

1. Any operations by or on behalf of the Insured in the United States of America; or
2. Services, goods or products provided or sold in or for the use in the United States of America.
3. Any claim made in or action brought in or proceedings issued in any country, which operates under the laws of the United States of America.
4. Any judgment, award, payment or settlement made within any country, which operates under the laws of the United States of America (or any order made anywhere in the world to enforce such judgment, award, payment or settlement either in whole or in part).

**ABSOLUTE POLLUTION EXCLUSION**  
**(HOSTILE FIRE EXCEPTION)**  
**(CIL0703)**

It is understood and agreed that coverage as afforded by this policy does not apply:

- 1) to any Personal Injury or Property Damage arising out of the actual, or threatened discharge dispersal, release or escape of pollutants, anywhere in the world;
- 2) to any loss, cost or expense arising out of any government direction or request that the Insured, the Company or any other person or organization test for, monitor, cleanup, remove, contain, treat, detoxify or neutralize pollutants;
- 3) to any loss, cost or expense, including but not limited to costs of investigation or attorneys' fees incurred by a governmental unit or any other person or organization to test for, monitor, cleanup, remove, contain, treat, detoxify or neutralize pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, Yop soot, fumes, acids, alkalis, chemicals and waste material. Waste material includes materials which are intended to be or have been recycled, reconditioned or reclaimed.

This exclusion does not apply to Personal Injury or Property Damage caused by heat, smoke or fumes from a Hostile Fire. As used in this exclusion, a Hostile Fire means one which becomes uncontrollable, or breaks out from where it was intended to be.



**NOTICE TO INSUREDS – AVIS AUX ASSURÉS**  
Pursuant to the  
**Freedom Of Information And Protection Of Privacy Act, 1987**  
Conformément à la  
**Loi de 1987 sur l'accès à l'information et la protection de la vie privée**

**IMPORTANT**

The notice below applies to insurance contracts containing non-automobile legal liability coverages in provinces where statistical data relating to such contracts must be reported to the Superintendent of Insurance.

**LEGAL AUTHORITY FOR COLLECTION**

Insurance Act, R.S.O. 1990, c.I.8, section 101(1).

**PRINCIPAL PURPOSE FOR WHICH PERSONAL INFORMATION IS INTENDED TO BE USED**

Information collected by insurers from insureds or supplied to insurers pertaining to the attached document will be used:

- to compile aggregate statistical data to be used in monitoring trends in the insurance industry;
- to develop statistical exhibits to be used in monitoring the insurance industry;
- to respond to requests for customized statistical information on the insurance industry;
- to respond to inquiries on statistical information made to Office of the Superintendent of Insurance; and
- to use and disclose such information for purposes which are consistent with the previous clauses.

**THE PUBLIC OFFICIAL WHO CAN ANSWER QUESTIONS ABOUT THE COLLECTION IS:**

Manager, Statistical Services  
Financial Services Commission of Ontario  
5160 Yonge Street, 17th Floor  
Box 85  
North York, Ontario, M2N 6L9  
Telephone: (416) 250-7250  
Facsimile: (416) 590-7070

07/05  
LSW 1195

L'avis ci-dessous s'applique dans des contrats d'assurance (sauf automobile) couvrant la Responsabilité Civile dans toute province où ces contrats doivent faire l'objet de rapports statistiques à l'intention du Surintendant des assurances.

**AUTORITÉ LÉGALE RELATIVE À LA COLLECTE**

Loi sur les assurances, L.R.O. de 1990, chap.I.8, article 101(1).

**PRINCIPAL OBJECTIF AUQUEL LES RENSEIGNEMENTS PERSONNELS DEVRAIENT SERVIR**

Les renseignements recueillis auprès des assurés par les assureurs ou fournis aux assureurs en ce qui a trait au document ci-joint serviront :

- à accumuler des données statistiques globales qui serviront à surveiller les tendances de l'industrie de l'assurance ;
- à élaborer des tableaux statistiques qui serviront à suivre de près l'industrie de l'assurance ;
- à répondre aux demandes de renseignements statistiques spécifiques sur l'industrie de l'assurance ;
- à répondre aux demandes de renseignements statistiques adressées au Bureau du surintendant des assurances ;
- ces renseignements seront utilisés et divulgués à fins compatibles avec alinéas précédents.

**LE FONCTIONNAIRE QUI EST EN MESURE DE RÉPONDRE AUX QUESTIONS CONCERNANT LA COLLECTE EST :**

Chef des Services de statistiques  
Commission des services financiers de l'Ontario  
5160, rue Yonge, 17e étage  
C.P. 85  
North York (Ontario) M2N 6L9  
Téléphone: (416) 250-7250  
Télécopieur : (416) 590-7070