

One**Protect** Policy Wordings



The United Church of Canada Protect

December 1st, 2025 – December 1st, 2026

OneProtect Commercial Property Policy (Part 1A)

Table of Contents

SECTION 1 – INSURING AGREEMENT, PROPERTY INSURED, PERILS INSURED	2
Insuring Agreement.....	2
Property Insured.....	2
Perils Insured.....	2
SECTION 2 – EXCLUSIONS	3
Property Excluded.....	3
Perils Excluded	4
Additional Exclusions.....	7
SECTION 3 - EXTENSIONS OF COVERAGE	10
SECTION 4 – CONDITIONS	14
SECTION 5 – DEFINITIONS	19

This policy is subject to its insuring agreements, exclusions, conditions and definitions as well as the **Declarations** and any endorsements forming part of this policy.

Throughout this policy the words “you” and “your” refer to the Named Insured shown in the **Declarations**. The words “we”, “us” and “our” refer to Ecclesiastical Insurance as the Insurer providing this policy. Words and phrases that appear in **bold** are defined in the policy.

Headings throughout the entire policy are formatted for ease of identification only and shall not affect interpretation of this policy.

Various provisions in this policy restrict coverage.

Read the entire policy carefully to determine rights, duties and what is and is not covered.

SECTION 1 – INSURING AGREEMENT, PROPERTY INSURED, PERILS INSURED

1. Insuring Agreement

In the event that any of the property insured is lost or damaged during the **policy period** by a peril insured, we will indemnify you against the direct physical loss or direct physical damage so caused to an amount not exceeding whichever is the least of:

- a. the value of the property lost or damaged as determined in Clause 12. Basis of Valuation;
- b. your interest in the property;
- c. the Limit of Insurance specified on the **Location Schedule** for the property lost or damaged.

The inclusion of more than one person or interest shall not increase our liability.

2. Property Insured

This policy insures the following items of property, as defined, but only those for which a Limit of Insurance is specified on the **Location Schedule** and only while at the **premises**:

- a. **Building**
- b. **Contents**

3. Perils Insured

This policy, except as herein otherwise provided, insures against all risks of direct physical loss of or direct physical damage to the property insured.

SECTION 2 – EXCLUSIONS

1. Property Excluded

This policy does not insure loss of or damage to:

- a. sewers, **drains** or watermains located beyond the outside bearing walls or foundations of the **building**. This exclusion does not apply to loss or damage caused directly by **Named Perils**;
- b. property at locations which, to your knowledge, are vacant, unoccupied, or shut down for more than 30 consecutive days;
- c. electrical devices, appliances or wiring caused by artificially generated electrical currents, including arcing. This exclusion does not apply to loss or damage caused directly by resultant fire or explosion as described in **Named Perils**;
- d. money, **cash cards**, **digital currency**, bullion, platinum and other precious metals and alloys, securities, stamps, tickets and tokens, or evidence of debt or title;
- e. furs, fur garments, jewels, jewellery, costume jewellery, watches, pearls, or precious and semi-precious stones. This exclusion does not apply to any loss or damage caused directly by **Named Perils**;
- f. vehicles licensed for use on public roads, motorcycles, watercraft, amphibious or air cushion vehicles, aircraft, spacecraft, trailers, motors or other accessories attached to or mounted on such property. This exclusion shall not apply to unlicensed vehicles or unlicensed trailers used in your business when on the **premises**;
- g. property insured under the terms of any marine insurance, and property while waterborne, except while on a regular ferry or railway car transfer in connection with land transportation;
- h. property from the time of leaving your custody if it is:
 - 1) loaned or rented or leased to others; or
 - 2) sold by you under conditional sale or installment payment or other deferred payment plan.

This exclusion h. does not apply while such property is in the custody of a carrier for hire for the purpose of delivery at your risk;

- i. property illegally acquired, kept, stored or transported; property seized or confiscated for breach of any law or by order of any public authority;
- j.
 - 1) any pressure vessel having normal internal working pressure greater than 103 kilopascals (15 pounds per square inch) above atmospheric pressure;
 - 2) any boiler, including its connected piping and equipment, which contains steam or water under steam pressure (except tanks having an internal diameter of 610 millimetres (24 inches) or less used for the storage of hot water for domestic use);

caused directly or indirectly by explosion, rupture, bursting, cracking, burning out or bulging of such property while connected ready for use.

This exclusion j. does not apply to:

- a) manually portable gas cylinders;

- b) explosion of natural, coal or manufactured gas;
- c) explosion of gas or unconsumed fuel within a furnace or within the gas passages from the furnace to the atmosphere;
- k. animals, fish or birds. This exclusion does not apply to loss or damage caused directly by **Named Perils** or by theft or attempted theft;
- l. growing plants, trees, shrubs or flowers, all while outside the **building**;
- m. transmission and distribution lines;
- n. roadways, walkways, parking lots or other exterior paved surfaces;
- o. land (including underlying soil), water and any other substance in or on land;
- p. bridges and tunnels (when not part of a **building** or structure), dams, dikes, piers, wharves, docks or bulkheads;
- q. **contents** while actually being worked upon and directly resulting from such work or caused by any repairing, adjusting or servicing of **contents**. This exclusion does not apply to loss or damage caused directly by resultant fire or explosion as described in **Named Perils**;
- r. numismatic property or stamps including philatelic property;

2. **Perils Excluded**

This policy does not insure against loss or damage caused directly or indirectly:

- a. in whole or in part by **earthquake**. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, except for loss or damage caused directly by resultant fire, explosion, smoke or leakage from **fire protective equipment**, all as described in **Named Perils**;
- b. in whole or in part by **flood**, including **surface water**, waves, tides, tidal waves, tsunamis, or the breaking out or overflow of any natural or artificial body of water. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, except for loss or damage caused directly by resultant fire, explosion, smoke, or leakage from **fire protective equipment**, all as described in **Named Perils**;
- c.
 - 1) by the backing up or overflow of water/sewage from sewers, **sumps**, septic tanks or **drains**, wherever located, unless concurrently and directly caused by a peril not otherwise excluded in this policy;
 - 2) by seepage, leakage or influx of water derived from natural sources through basement walls, doors, windows or other openings, foundations, basement floors, sidewalks or sidewalk lights, unless concurrently and directly caused by a peril not otherwise excluded in this policy;
 - 3) by the entrance of rain, sleet or snow through doors, windows, skylights or other similar wall or roof openings, unless through an aperture concurrently and directly caused by a peril not otherwise excluded in this policy;
 - 4) by the entrance of water or natural precipitation diffused over the surface of the roof, unless through an aperture concurrently and directly caused by a peril not otherwise excluded in this policy;

- d. 1) by dampness or dryness of atmosphere;
- 2) by changes in or extremes of temperature, freezing or heating;
- 3) by total or partial interruption to the supply of electricity, water, gas or steam.

This exclusion d. does not apply to:

- a) loss or damage caused directly by rupture of pipes or breakage of apparatus not excluded in paragraph j. of Clause 1. Property Excluded;
 - b) damage to pipes caused directly by freezing, unless such pipes are excluded in paragraph j. of Clause 1. Property Excluded;
- e. 1) by shrinkage, evaporation, loss of weight, leakage of contents, exposure to light, or change in flavour or colour or texture or finish;
 - 2) by contamination;
 - 3) by marring, scratching or crushing.

This exclusion e. does not apply to loss or damage caused directly by rupture of pipes or breakage of apparatus not excluded in paragraph j. of Clause 1. Property Excluded;

- f. by smoke from agricultural smudging or industrial operations;
- g. by insects, rodents, bats, raccoons, skunks, vermin or other animals. This exclusion does not apply to loss or damage caused directly by a peril not excluded elsewhere in this policy;
- h. by delay, loss of market, or loss of use or occupancy;
- i. in whole or in part by war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
- j. by any weapon of war or mass destruction, employing biological or chemical warfare, atomic fission, atomic fusion, radioactive force or radioactive material, whether in time of peace or war, regardless of who commits the act. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
- k. by misappropriation, secretion, conversion, infidelity or any dishonest or criminal act committed by you or any agent of yours, or any person to whom the property may be entrusted (bailees for hire excepted), acting alone or in collusion with others. This exclusion does not apply to physical damage caused directly or indirectly by your employees, which results from a peril otherwise insured and not excluded under this policy;
- l. by centrifugal force, mechanical or electrical breakdown or derangement, in or on the **premises**. This exclusion does not apply to loss or damage caused directly by resultant fire or to loss or damage caused directly by escape of water resulting directly from such centrifugal force, mechanical or electrical breakdown or derangement for which coverage is provided under the OneProtect Equipment Breakdown (TechAdvantage™) rider attached to this policy;
- m. by settling, expansion, contraction, moving, shifting or cracking. This exclusion does not apply to loss or damage caused directly and concurrently by a peril not otherwise excluded in this policy;

- n. 1) by any nuclear incident (as defined in any nuclear liability act, law or statute, or any law amendatory thereof) or nuclear explosion, except for ensuing loss or damage which results directly from fire, lightning or explosion of natural, coal or manufactured gas, all as described in **Named Perils**;
- 2) by contamination by radioactive material;
- o. by snowslide, landslide, subsidence or other earth movement. This exclusion does not apply to loss or damage caused directly by resultant fire, explosion, smoke or leakage from **fire protective equipment**, all as described in **Named Perils**;
- p. by explosion (except explosion of natural, coal, or manufactured gas), collapse, rupture, bursting, cracking, burning out or bulging of the following property owned, operated or controlled by you:
 - 1) the portions containing steam or water under steam pressure of all boilers generating steam, and piping or other equipment connected to said boilers and containing steam or water under steam pressure;
 - 2) piping and apparatus or their parts normally containing steam or water under steam pressure from an external source and while under such pressure;
 - 3) other vessels and apparatus and their connected pipes while under pressure, or while in use or in operation, provided their maximum normal internal working pressure exceeds 103 kilopascals (15 pounds per square inch) above atmospheric pressure, but this exclusion does not apply to loss or damage resulting directly from the explosion of manually portable gas cylinders or of tanks having an internal diameter of 610 millimetres (24 inches) or less used for the heating and storage of hot water for domestic use;
 - 4) moving or rotating machinery or its parts;
 - 5) any vessels and apparatus and their connected pipes while undergoing pressure tests, but this exclusion does not apply to other property insured that has been damaged by such explosion;
 - 6) gas turbines.

This exclusion p. does not apply to loss or damage caused by resultant fire;

- q. from disturbance or erasure of electronic recordings by electric or magnetic injury except by lightning;
- r. from programming errors or faulty machine instructions;
- s. from the suspension, lapse or cancellation of any lease, license, contract or order;
- t. by the dumping of **pollutants** at the **premises**;
- u. resulting from any **illegal substance activity** regardless of your knowledge of or ability to control such activity;
- v. proximately or remotely, arising in consequence of or contributed to by the enforcement of any by-law, regulation, ordinance or law regulating zoning or the demolition, repair or construction of **buildings** or structures, which by-law, regulation, ordinance or law makes it impossible to repair or reinstate the property as it was immediately prior to the loss;
- w. by breakage of glassware, statuary, marbles, bric-a-brac, porcelains, and other fragile articles unless caused directly by a peril insured;

- x. from any repair, restoration or retouching process.

3. Additional Exclusions

a. Fungi and Spores Exclusion

This policy does not insure:

- 1) loss or damage consisting of or caused directly or indirectly, in whole or in part, by any **fungi** or **spores** unless such **fungi** or **spores** are directly caused by or directly resulting from fire, lightning, explosion, impact by aircraft, spacecraft or land vehicle, riot, vandalism or malicious acts, smoke, windstorm or hail, leakage from **fire protective equipment**, **earthquake**, tsunami, **sewer back-up**, **flood**, freeze or weight of snow, and the loss or damage is not otherwise excluded in this policy;
- 2) the cost or expense for testing, monitoring, evaluating or assessing of **fungi** or **spores**.

In the event that the language of this Fungi and Spores Exclusion conflicts or contradicts with any term or condition elsewhere in the policy, this clause shall prevail over such term or condition.

b. Data Exclusion

- 1) This policy does not insure **data**.
- 2) This policy does not insure loss or damage caused directly or indirectly by a **data problem**.

This exclusion b. does not apply to loss or damage caused directly by resultant fire, explosion, smoke or leakage from **fire protective equipment**, all as described in **Named Perils**.

In the event that the language of this Data Exclusion conflicts or contradicts with any term or condition elsewhere in the policy, this clause shall prevail over such term or condition.

c. Terrorism Exclusion

This policy does not insure loss or damage caused directly or indirectly, in whole or in part, by **terrorism** or by any activity or decision of a government agency or other entity to prevent, respond to or terminate **terrorism**, from any cause whatsoever. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect.

In the event that the language of this Terrorism Exclusion conflicts or contradicts with any term or condition elsewhere in the policy, this clause shall prevail over such term or condition.

d. Pollution Exclusion

This policy does not insure:

- 1) loss or damage caused directly or indirectly by any actual or alleged spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants**, nor the cost or expense of any resulting **clean up**.
- 2) cost or expense for any testing, monitoring, evaluating or assessing of an actual, alleged, potential, or threatened spill, discharge, dumping, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants**.

In the event that the language of this Pollution Exclusion conflicts or contradicts with any term or condition elsewhere in the policy, this clause shall prevail over such term or condition.

e. **Communicable Disease Exclusion**

- 1) This policy, subject to all applicable terms, conditions, and exclusions, covers losses attributable to direct physical loss or direct physical damage occurring during the **policy period**. Consequently, and notwithstanding any other provision of this policy to the contrary, this policy does not insure any actual or alleged loss, damage, claim, cost, expense, sum or other amount, directly or indirectly arising out of, contributed to by, resulting from or attributable to, or occurring concurrently or in any sequence with a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease**.
- 2) For the purposes of this exclusion e., loss, damage, claim, cost, expense, sum, or other amount includes, but is not limited to, any cost to clean up, detoxify, remove, monitor or test:
 - a) for a **communicable disease**, or
 - b) any property insured hereunder that is affected by such **communicable disease**.

In the event that the language of this Communicable Disease Exclusion conflicts or contradicts with any term or condition elsewhere in the policy, this clause shall prevail over such term or condition.

f. **Cyber Loss Exclusion**

This policy does not insure any:

- 1) **cyber loss**; or
- 2) loss or damage, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **computer system data**, including any amount pertaining to the value of such **computer system data**.

This exclusion f. applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect.

If a **cyber act** or **cyber incident** results in fire or explosion, we will indemnify you for the direct physical loss or direct physical damage to property insured caused by that resulting fire or explosion.

In the event that the language of this Cyber Loss Exclusion conflicts or contradicts with any term or condition elsewhere in the policy, this clause shall prevail over such term or condition.

g. **Asbestos Removal Exclusion**

This policy does not insure asbestos removal, except with respect to asbestos that is part of property insured that incurs direct physical loss or direct physical damage caused by a peril insured at the **premises**.

h. **Other Excluded Losses**

This policy does not insure:

- 1) a) wear and tear;

- b) rust or corrosion;
- c) gradual deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself.

This exclusion 1) applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, except for physical loss or damage caused by an ensuing covered peril;

- 2) the cost of making good:
 - a) faulty or improper material;
 - b) faulty or improper workmanship;
 - c) faulty or improper design.

This exclusion 2) applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, except for physical loss or damage caused by an ensuing covered peril;

- 3) mysterious disappearance, or shortage of **contents** disclosed on taking inventory.

SECTION 3 - EXTENSIONS OF COVERAGE

1. Extensions Of Coverage:

The following extensions of coverage shall not increase the Limits of Insurance applying under this policy and are subject to all the conditions of this policy. Each of these limits is part of and not in addition to the Limits of Insurance specified on the **Location Schedule**.

- a. Debris Removal: We will indemnify you for expenses incurred in the removal from the **premises** of debris of the property insured, occasioned by loss of or damage to such property, for which loss or damage insurance is afforded under this policy.

The amount payable under this extension shall not exceed 25% of the sum of:

- 1) the total amount payable for the direct physical loss of or direct physical damage to property insured; and
- 2) the amount of the applicable deductible.

- b. Removal of Windstorm Debris: We will indemnify you for expenses incurred in the removal of debris or other property which is not insured by this policy but which has been blown by windstorm upon the **premises**.

The amount payable under this extension shall not exceed 25% of the sum of:

- 1) the total amount payable for the direct physical loss of or direct physical damage to property insured; and
- 2) the amount of the applicable deductible.

Extensions of coverage a. and b. do not apply to costs or expenses:

- a) to **clean up pollutants** from land or water; or
- b) for testing, monitoring, evaluating or assessing of an actual, alleged, potential, or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants**.

Debris removal expense from extensions of coverage a. and b. shall not be considered in the calculation of the value as determined in Clause 12. Basis of Valuation for the purpose of applying co-insurance.

- c. **Earthquake** Shock:

If **earthquake** is indicated as Not Covered on the **Location Schedule**, there is no coverage for this peril.

Where a Limit of Insurance and deductible are shown on the **Location Schedule** for **earthquake**, this policy shall extend to indemnify you for direct physical loss or direct physical damage to property insured caused directly by the peril of **earthquake**.

This extension applies separately to each location on the **Location Schedule** for which **earthquake** is specified.

We are liable for the amount by which the direct physical loss or direct physical damage caused by **earthquake** exceeds the amount of the deductible specified on the **Location Schedule** in any one **earthquake occurrence**.

If a percentage is specified, the amount of the deductible shall be that percentage of the Limit of Insurance shown on the **Location Schedule** for each item of property insured which suffers an **earthquake** loss.

If both a dollar amount and a percentage are specified on the **Location Schedule**, whichever deductible is greater shall apply.

In the calculation of the **earthquake** deductible, only the Limits of Insurance of the items of property damaged at the location of the **earthquake occurrence** shall be used. The Limits of Insurance of items of property at locations not suffering Earthquake damage shall not be used in the calculation of the deductible amount.

This deductible clause supersedes the provisions of any other deductible clause stated elsewhere in the policy.

Our total liability for this extension of coverage shall not exceed the aggregate limit of all Property coverages on the **Location Schedule** applicable to each location, for a single **earthquake occurrence**.

Notwithstanding the above, in no event shall our total liability exceed the amount of the Earthquake Aggregate Limit for a single **policy period** when such aggregate is shown on the **Location Schedule**, regardless of the number of locations that have suffered a loss, the number of **occurrences** involved in a loss, or the number of claims involving **earthquake**.

The Earthquake Aggregate Limit applies separately to each **policy period** shown in the **Declarations**, unless the **policy period** is extended after issuance of the policy 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 Earthquake Aggregate Limit.

This extension of coverage does not apply to loss or damage caused directly or indirectly by any of the following perils whether or not caused by or attributable to **earthquake**:

- 1) fire, explosion, or smoke;
- 2) leakage from **fire protective equipment**;
- 3) theft, or vandalism and malicious acts;
- 4) **flood**, including **surface water**, waves, tides, tidal waves, tsunamis, or the breaking out or overflow of any natural or artificial body of water, waterborne objects or ice.

We shall be liable for direct physical loss of or direct physical damage to the property insured caused by wind, hail, rain or snow entering a **building** through an opening in the roof or walls directly resulting from **earthquake**.

d. **Flood:**

If **flood** is indicated as Not Covered on the **Location Schedule**, there is no coverage for this peril.

Where a Limit of Insurance and deductible are shown on the **Location Schedule** for **flood**, this policy shall extend to indemnify you for direct physical loss or direct physical damage to property insured caused directly by the peril of **flood**.

This extension applies separately to each location on the **Location Schedule** for which **flood** is specified.

We are liable for the amount by which the direct physical loss or direct physical damage caused by **flood** exceeds the amount of the deductible specified on the **Location Schedule** in any one **flood occurrence**.

This deductible clause applies separately to each **premises** to which **flood** coverage applies.

This deductible clause supersedes the provisions of any other deductible clause stated elsewhere in the policy.

Our total liability for this extension of coverage shall not exceed the aggregate limit of all property coverages on the **Location Schedule** applicable to each location, for a single **flood occurrence**.

Notwithstanding the above, in no event shall our total liability exceed the amount of the Flood Aggregate Limit for a single **policy period** when such aggregate is shown in the **Location Schedule**, regardless of the number of **premises** that have suffered a loss, the number of **occurrences** involved in a loss, or the number of claims involving **flood**.

The Flood Aggregate Limit applies separately to each **policy period** shown in the **Declarations**, unless the **policy period** is extended after issuance of the policy 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 Flood Aggregate Limit.

This extension of coverage does not cover loss or damage caused directly or indirectly by any of the following perils whether or not caused by or attributable to **flood**:

- 1) the sudden and accidental backing up or overflow, within the area bounded by the bearing walls and foundations of the **building** described on the **Location Schedule**, of water/sewage from within sewers, **sumps**, septic tanks or **drains**, including **roof drains**;
- 2) water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows or other openings in such sidewalks, driveways, foundations, walls or floors;
- 3) fire, explosion, smoke, leakage from **fire protective equipment**, theft, riot, vandalism or malicious acts;
- 4) leakage from a watermain.

We shall be liable for direct physical loss of or direct physical damage to the property insured caused by wind, hail, rain or snow entering a **building** through an opening in the roof or walls directly resulting from **flood**.

e. **Sewer Back-up:**

If **sewer back-up** is indicated as Not Covered on the **Location Schedule**, there is no coverage for this peril.

Where a Limit of Insurance and deductible are shown on the **Location Schedule** for **sewer back-up**, this policy shall extend to indemnify you for direct physical loss or direct physical damage to property insured caused directly by the peril of **sewer back-up**.

This extension applies separately to each location on the **Location Schedule** for which **sewer back-up** is specified.

We are liable for the amount by which the direct physical loss or direct physical damage caused by **sewer back-up** exceeds the amount of the deductible specified on the **Location Schedule** in any one **sewer back-up occurrence**, except as noted in the concurrent flood limitation clause below.

This deductible clause applies separately to each **premises** to which **sewer back-up** coverage applies.

Concurrent Flood Limitation

This extension of coverage shall not apply in the event that the **sewer back-up** occurs concurrently with or in any sequence to a **flood** or **flood occurrence** in the vicinity of the property insured or to the occasioning of direct physical loss or direct physical damage caused in whole or in part by **flood** or a **flood occurrence** in the vicinity of the property insured, unless **flood** coverage is afforded by this policy. If **flood** coverage is afforded by this policy, coverage is provided for **sewer back-up** subject to the **flood** deductible, as specified on the **Location Schedule**.

Our total liability for this extension of coverage shall not exceed the aggregate limit of all Property coverages on the **Location Schedule** applicable to each location, for a single **sewer back-up occurrence**.

SECTION 4 – CONDITIONS

1. Deductible

We are liable for the amount by which the direct physical loss or direct physical damage caused directly or indirectly by a peril insured exceeds the amount of the deductible specified on the **Location Schedule** in any one **occurrence**.

With respect to **water damage peril** specifically, we are liable for the amount by which the direct physical loss or direct physical damage caused directly or indirectly by a **water damage peril** exceeds the amount of the Water deductible specified on the **Location Schedule** in any one **occurrence**.

Each claim for direct physical loss or direct physical damage arising out of a single **occurrence** under this policy shall be adjusted separately and our liability shall be limited to that amount by which the loss exceeds the deductible amount specified on the **Location Schedule**.

Should any **occurrence** give rise to the application of more than one deductible amount, only the highest deductible shall apply.

A separate deductible applies to the loss, damage or expense suffered at each location listed on the **Location Schedule** where the loss or damage occurred, regardless of the number of locations involved in the **occurrence**.

2. Co-Insurance

This clause applies separately to each item of property for which a co-insurance percentage is specified on the **Location Schedule** and only where the amount of direct physical loss or direct physical damage exceeds the lesser of 5% of the applicable Limit of Insurance or \$10,000.

You shall maintain insurance concurrent with this policy on the property insured to the extent of at least the amount produced by multiplying the value of the property as determined in Clause 12. Basis of Valuation by the co-insurance percentage specified on the **Location Schedule**. If you fail to do so, you shall be entitled to recover only that portion of any loss that the Limit of Insurance in force at the time of loss bears to the amount of insurance required to be maintained by this clause.

3. Stated Amount – Waiver of Co-Insurance

This clause applies separately to each item of property for which Stated Amount (SA) is specified on the **Location Schedule**.

a. The Co-insurance Clause referenced above is substituted for this clause, provided that:

- 1) a Statement of Values attested by you is filed with us; and
- 2) the Limit of Insurance is not less than the amount for that item of property shown on the signed Statement of Values.

b. The signed Statement of Values must be completed by you and filed with us each year. If you fail to file a new Statement of Values within 60 days of the effective date of each **policy period**, the terms and conditions of Clause 2. Co-Insurance shall then apply.

4. **Permission**

Permission is granted:

- a. to make additions, alterations or repairs;
- b. to do such work and to keep and use such articles, materials and supplies in such quantities as are usual or necessary to your business.

5. **Other Insurance**

If you have any other insurance covering the same loss or damage as is insured by this policy, we will only pay for the amount of loss or damage which is insured by this policy excess of the amount due from such other insurance. Other Insurance shall include the amount of any deductible or self-insured retention under such other insurance.

6. **Building Inflation Protection**

It is agreed that the insurance provided by Clause 2. Property Insured a. **Building** of SECTION 1 – **INSURING AGREEMENT, PROPERTY INSURED, PERILS INSURED** is extended as follows:

- a. The Limit of Insurance applicable to **building** shall increase during the **policy period** by the proportion by which the latest published Statistics Canada Building Construction Price Indexes for buildings similar to those described on the **Location Schedule** have increased since the last **premium due date**;
- b. If the Limit of Insurance applicable to **building** is changed at your request during the **policy period**, the effective date of this extension is deemed to coincide with the effective date of such change;
- c. If this policy insures two or more items, the foregoing shall apply separately to each item to which this extension applies;
- d. This extension applies only to **buildings** for which the basis of valuation is **replacement cost**.

7. **Breach Of Condition**

If you do not comply with a condition or obligation of this insurance, any claim for subsequent loss or damage is not recoverable.

We will not deny a claim for this reason if you prove that the non-compliance neither caused nor worsened the loss or damage. Coverage will not be affected if you fail to comply with a condition in part of the **premises** over which you have no control.

8. **Reinstatement**

Loss under any item of this policy shall not reduce the applicable Limit of Insurance.

However, this clause does not increase or otherwise amend any Aggregate limit specified in the **Declarations** or on the **Location Schedule** or any amounts indicated as the most we will pay during the **policy period**.

9. **Subrogation**

Upon making any payment or assuming liability for payment under this policy, we shall be subrogated to all your rights of recovery against others and may bring action to enforce such rights. We shall have the right to control such subrogation.

All rights of subrogation are waived against any corporation, firm, individual, or other interest with respect to which insurance is provided by this policy.

Where the net amount recovered, after deducting the costs of recovery, is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount shall be divided between us and you in the proportion of the loss or damage we have borne respectively.

Any written release from liability entered into by you prior to loss shall not affect your right to recover.

10. **Property Protection Systems**

It is a condition of this insurance, for the purpose of Clause 7. Breach of Condition, that you shall immediately notify us of any interruption to, or flaw, or defect, known to you, in any;

- a. sprinkler or other fire extinguishing system; or
- b. fire detection system; or
- c. intrusion detection system;

and shall also immediately notify us of the cancellation or non-renewal of any contract which provides monitoring or maintenance services to any of these systems or of the notification of the suspension of police service in response to any of these systems.

You, if owner or lessee of the system, shall provide for regular inspection and maintenance of the equipment in accordance with the manufacturer's directions.

11. **Verification of Values**

We or any of our duly appointed representatives shall be permitted at all reasonable times during the **policy period**, or within one year after termination or expiration, to inspect the property insured and to examine your books, records and such policies as relate to any property insured. Such inspection or examination shall not waive nor in any manner affect any of the terms or conditions of this policy.

12. **Basis Of Valuation**

The value of the property insured shall be determined as follows:

- a. **unsold stock**: the **actual cash value** of the property at the time and place of loss or damage, but in no event to exceed what it would cost to repair or replace with material of like kind and quality;
- b. **sold stock**: the selling price after allowance for discounts;
- c. the property of others in your custody or control for the purpose of performing work upon it: the amount for which you are liable, but in no event to exceed the **actual cash value** at the time and place of loss or damage plus allowance for labour and materials expended to such time;
- d. tenant's improvements:
 - 1) if repaired or replaced with due diligence and dispatch, the amount actually and necessarily expended, but in no event to exceed the **replacement cost** of the tenant's improvements at the time and place of loss or damage;

- 2) if not repaired or replaced with due diligence and dispatch, that portion of the original cost of the lost or damaged tenant's improvements which the unexpired term of the lease at the time of loss or damage bears to the period(s) from the date(s) such tenant's improvements were made to the expiration date of the lease;
- e. business records, including those which exist on electronic or magnetic media (other than pre-packaged software programs):
 - 1) the cost of blank materials for reproducing the records; and
 - 2) the costs of labour to transcribe or copy the records when there is a duplicate;
- f. unlicensed portable and contractors' equipment and machinery including accessories, tools and spare parts: the **actual cash value** of the property at the time and place of loss or damage, but in no event to exceed what it would cost to repair or replace with material of like kind and quality;
- g. **heritage building**: the cost to rebuild or replace, on the same site, with new materials of equivalent size, kind and quality, including the cost of skilled labour or authentic materials necessary to restore such **building**;
- h. **fine arts**: the least of the following:
 - 1) the reasonable and necessary cost to repair or replace the fine art;
 - 2) the appraised value had no loss or damage occurred which will be determined at the time of loss;
 - 3) the agreed value, if any, on file with us;
- i. all other property insured under this policy and for which no more specific conditions have been set out: the **replacement cost** value at the time and place of loss or damage, as defined and limited in Clause 13. Replacement Cost Basis of Settlement Provisions, unless specified differently on the **Location Schedule** or for which more specific conditions have been set out in the **Declarations** or on the **Location Schedule**.

13. Replacement Cost Basis of Settlement Provisions

This clause applies separately to each item for which **replacement cost** is specified on the **Location Schedule**.

- a. We agree to **replacement cost** basis of valuation subject to the following provisions:
 - 1) **replacement** shall be effected by you with due diligence and dispatch;
 - 2) settlement on a **replacement cost** basis shall be made only when **replacement** has been effected by you and in no event shall it exceed the amount actually and necessarily expended for such **replacement**;
 - 3) any other insurance effected by or on your behalf in respect of the perils insured under this policy on the property to which this basis of valuation is applicable shall be on the basis of **replacement cost**;
 - 4) failing your compliance with any of the above provisions, settlement shall be made on the basis of the **actual cash value** at the time and place of loss or damage, and any reference in Clause 2. Co-Insurance will be deemed to be a reference to the **actual cash value** of the property insured.

b. In the event that new property of like kind and quality is not obtainable, new property which is as similar as possible to that lost or damaged and which is capable of performing the same function shall be deemed to be new property of like kind and quality for the purposes of this clause.

c. Exclusions:

This clause does not apply to:

- 1) **stock**;
- 2) patterns, dies, moulds;
- 3) paintings, etchings, pictures, tapestries, statuary, marbles, bronzes, antique furniture, rare books, antique silver, porcelain, rare glassware, bric-a-brac or other articles of art, rarity or antiquity;
- 4) business records, including those which exist on electronic or magnetic media (other than prepackaged software programs);
- 5) any increase in the cost of **replacement** occasioned by a restriction or prohibition in any by-law, regulation, ordinance or law.

14. **Property of Others**

At our option, any loss may be paid to you or adjusted with and paid to the customer or the owner of the property.

15. **Notice To Us**

It is agreed that any notice required to be given to us may be given by you to the Broker of Record.

16. **Notice To Authorities**

Where the loss is caused by or is suspected to be caused by a malicious act, burglary, robbery, theft, or attempt thereat, you shall give immediate notice thereof to the police or other authorities having jurisdiction.

17. **Coverage Territory**

Coverage provided by this policy applies within Canada only, except for incidental transit, where coverage shall apply also within the Continental United States of America.

18. **Locked Vehicle Warranty**

This clause does not apply to property which is under the control of a common carrier.

It is warranted by you that any vehicle in which the property insured is carried is equipped with a fully enclosed body or compartment, and we shall be liable in case of loss by theft from an unattended vehicle only as a direct result of forcible entry (of which there shall be visible evidence) into such body or compartment, the doors of which are securely locked and the windows closed.

19. **Currency**

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

SECTION 5 – DEFINITIONS

Actual cash value (ACV)

Various factors shall be considered in the determination of actual cash value. The factors to be considered shall include, but not be limited to, **replacement cost** less any depreciation and market value. In determining depreciation, consideration shall be given to the condition of the property immediately before the damage, the resale value, the normal life expectancy of the property and obsolescence.

Building

means the building(s) described on the **Location Schedule** and includes:

1. fixed structures pertaining to the building(s) and located on the **premises**;
 2. additions and extensions communicating and in contact with the building(s);
 3. permanent fittings and fixtures attached to and forming part of the building(s) including pipe organs and related equipment;
 4. **heritage buildings** subject to being declared as such to us and having been appraised within 60 months of the current **policy period**;
 5. materials, equipment and supplies on the **premises** for maintenance of, and normal repairs and minor alterations to the building or for building services;
 6. glass (including stained or engraved glass);
 7. growing plants, trees, shrubs or flowers inside the building used for decorative purposes when you are the owner of the building;
 8. pews, clocks, chimes, bells, sound communication equipment, railings, altars, pulpits, baptism tanks and floor coverings;
 9. flood lighting, external lighting and security equipment, playground equipment, fixed equipment, monuments, memorials, statues, garden decorations and ornaments, flagpoles, lawn irrigation systems, parking standards and equipment all on the grounds of the **premises**;
 10. exterior signs located on the **premises**.
-

Cash cards

means cards designed to store a cash value by electronic means as a mode of payment, without a personal identification number and without direct access to a bank or other account.

Clean up

means the removal, containment, treatment, decontamination, detoxification, stabilization, neutralization or remediation of **pollutants**, including testing which is integral to any of these processes.

Communicable disease	<p>means any disease which can be transmitted by means of any substance or agent from one organism to another organism where:</p> <ol style="list-style-type: none"> 1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite, prion or other organism or any variation thereof, whether deemed living or not; and 2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and 3. the disease, substance or agent can cause or threaten damage/injury to human health or welfare or animal health or welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
-----------------------------	--

Computer system	<p>means any computer, hardware, software, electronic device, or communication or control system, (whether or not mobile or portable), including but not limited to any:</p> <ol style="list-style-type: none"> 1. microcontroller or microprocessor; 2. server, cloud or networking equipment; 3. electronic machine, device or instrument; 4. peripheral computer equipment, input, output, or data storage device; or 5. application, program, process or code; <p>owned or operated by you or any other party.</p>
------------------------	---

Computer system data	<p>means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a computer system.</p>
-----------------------------	--

Contents	<p>means equipment and stock.</p>
-----------------	---

Cyber act	<p>means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof, involving access to, processing of, use of or operation of any computer system.</p>
------------------	--

Cyber incident	<p>means:</p> <ol style="list-style-type: none"> 1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any computer system; or 2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any computer system.
-----------------------	--

Cyber loss	means any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any cyber act or cyber incident including, but not limited to, any action taken or to be taken in controlling, preventing, suppressing or remediating any cyber act or cyber incident .
Data	means representations of information or concepts, in any form.
Data problem	means: <ol style="list-style-type: none">1. erasure, destruction, corruption, misappropriation, misinterpretation of data;2. error in creating, amending, entering, deleting or using data; or3. inability to receive, transmit or use data.
Declarations	mean the Declarations Page(s) applicable to this policy.
Digital currency	means any type of currency only available in digital form as digital money, electronic money and electronic currency including but not limited to any type of virtual currency and crypto currency.
Drains	means a fixture or device located within the insured building on your premises , connected to the wastewater and/or sewer drainage piping system, for the purpose of removing water or sewage from the premises . This does not include weeping tile or a perimeter drainage system.
Earthquake	includes snowslide, landslide, or other earth movements occurring concurrently with and directly from an earthquake shock.
Earthquake occurrence	means all earthquake shocks which occur within 168 consecutive hours, commencing during the policy period on or after the effective date of addition of the Earthquake Shock Extension of Coverage. The expiration of this policy will not reduce the 168 hour period.

Equipment	<p>means:</p> <ol style="list-style-type: none"> 1. generally all contents usual to your business, including furniture, furnishings, fittings, fixtures, machinery, tools, trophies, musical instruments and sheet music, religious apparel, religious artifacts, fine arts, electronic and electronic data processing equipment, laboratory equipment, sports equipment, utensils and appliances, other than building or stock as herein defined; 2. similar property belonging to others which you are under obligation to keep insured or for which you are legally liable; 3. tenant's improvements, which are defined as building improvements, alterations and betterments made at your expense to a building occupied by you and which are not otherwise insured, provided you are not the owner of such building. If you purchased the use interest in tenant's improvements made by a predecessor tenant, this policy applies as though such tenant's improvements had been made at your expense; 4. glass (excluding stained or engraved glass) for which you are legally liable, if you occupy the premises as a tenant.
------------------	--

Fine arts	<p>means property such as paintings, antiques, etchings, drawings, rare books, rugs, tapestries, art glass, murals, decoratively painted walls and other bona fide works of art or other articles of rarity, historical value or artistic merit.</p>
------------------	--

Fire protective equipment	<p>includes tanks, watermains, hydrants, valves and any other apparatus whether used solely for fire protection or jointly for fire protection and for other purposes, but does not include:</p> <ol style="list-style-type: none"> 1. branch piping from a joint system where such branches are used entirely for purposes other than fire protection; 2. any watermains or appurtenances located outside of the premises and forming a part of the public water distribution system; 3. any pond or reservoir in which the water is impounded by a dam.
----------------------------------	---

Flood	<p>includes the breaking out or overflow of any natural or artificial body of water, surface water, waves, tides, tidal waves and tsunamis.</p>
--------------	--

Flood occurrence	<p>means all flooding which occurs within 168 consecutive hours commencing during the policy period on or after the effective date of addition of the Flood Extension of Coverage. The expiration of this policy will not reduce the 168 hour period.</p>
-------------------------	--

Fungi	<p>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.</p>
--------------	--

Heritage building	means a building that has been formally recognized for its heritage value within a municipal, provincial or federal jurisdiction, because of its design, spatial configurations, materials, forms, uses, and cultural associations or meanings that together comprise the character defining elements of the building and which, when being repaired, rebuilt or replaced, will require unique, superior or elaborate construction materials and/or specialty labour costs in order to duplicate its original quality of construction.
Illegal substance activity	means any activity relating to the growing, cultivating, propagating or harvesting, manufacturing, distributing, storing or selling by any means of any substance that is not legal for you or any other party of interest, your employees, agents, tenants or any person to whom you have entrusted the property insured, to undertake, and includes any controlled substance enumerated in the Schedules of the Controlled Drugs and Substances Act currently in force.
Location schedule	means the Location Schedule included in the Declarations .

Named Perils

means:

1. Fire or Lightning
2. Explosion: Except with respect to the explosion of natural, coal or manufactured gas, there shall in no event be any coverage for loss or damage caused by explosion, rupture or bursting in or of the following property owned, operated or controlled by you:
 - a.
 - 1) the portions containing steam or water under steam pressure of all boilers generating steam, and piping or other equipment connected to said boilers and containing steam or water under steam pressure;
 - 2) piping and apparatus or their parts normally containing steam or water under steam pressure from an external source and while under such pressure;
 - 3) the combustion chambers or fire boxes of steam generating boilers of the chemical recovery type and the flues or passages which conduct the gases of combustion from them;
 - 4) smelt dissolving tanks;
 - b. other vessels and apparatus and connected pipes, while under pressure, or while in use or in operation, provided their maximum normal internal working pressure exceeds 103 kilopascals (15 pounds per square inch) above atmospheric pressure, except that liability is specifically assumed for loss or damage resulting from the explosion of manually portable gas cylinders;
 - c. moving or rotating machinery or parts of same when such loss or damage is caused by centrifugal force or mechanical breakdown;
 - d. any vessels and apparatus and connected pipes while undergoing pressure tests, but this exclusion shall not apply to other property insured that has been damaged by such explosion;
 - e. gas turbines;

The following are not explosions within the intent or meaning of this section:

- 1) electric arcing or any coincident rupture of electrical equipment due to such arcing;
 - 2) bursting or rupture caused by hydrostatic pressure or freezing;
 - 3) bursting or rupture of any safety disc, rupture diaphragm or fusible plug.
3. Impact By Aircraft, Spacecraft or Land Vehicle: The terms Aircraft and Spacecraft include articles dropped from them.

There shall in no event be any coverage for cumulative damage or for loss or damage:

-
- a. caused by land vehicles belonging to you or under your control or under the control of your employees or volunteer workers;
 - b. to aircraft, spacecraft or land vehicles causing the loss;
 - c. caused by any aircraft or spacecraft when being taxied or moved inside or outside of a **building**.
4. Riot, Vandalism or Malicious Acts:
- The term Riot includes open assemblies of strikers inside or outside the **premises** who have quitted work and of locked-out employees.
- There shall in no event be any coverage for loss or damage:
- a. due to cessation of work or by interruption to process or business operations or by change(s) in temperature;
 - b. due to **flood** or release of water impounded by a dam, or due to any explosion other than an explosion in respect of which there is insurance under 2. Explosion.
 - c. due to theft or attempted theft.
5. Smoke: The term Smoke means smoke due to a sudden, unusual and faulty operation of any stationary furnace. There shall in no event be any coverage for any cumulative damage.
6. Leakage From **Fire Protective Equipment**: The term Leakage From **Fire Protective Equipment** means
- a. the leakage or discharge of water or other substances from;
 - b. the collapse of;
 - c. the rupture due to freezing of;
- fire protective equipment for the **premises** or for adjoining structures.
7. Windstorm or Hail: There shall in no event be any coverage for loss or damage:
- a. to the interior of the **building** or to **contents** unless damage occurs concurrently with and results from an aperture caused by windstorm or hail;
 - b. directly or indirectly caused by any of the following, whether driven by wind or due to windstorm or not: snow-load, ice-load, tidal wave, high water, overflow, **flood**, waterborne objects, waves, ice, land subsidence, landslide.
-

Occurrence

for the purpose of this policy, where a series of losses occur which are attributable directly or indirectly to one disaster or event, all such losses shall be added together and treated as one occurrence.

Policy period	means the period from 12:01 a.m. inception date to 12:01 a.m. expiry date as defined in the Declarations or included in any attached endorsement amending inception and expiry date.
Pollutants	means any solid, liquid, gaseous or thermal irritant, or contaminant, including vapour, odour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
Premises	means the entire area within the property lines and areas under adjoining sidewalks and driveways at: <ol style="list-style-type: none"> 1. each location described on the Location Schedule; 2. temporary locations and any newly acquired location, if covered by this policy; and in or on vehicles within 100 metres (328 feet) of such locations.
Premium due date	means the inception, renewal or anniversary date of this policy. Premium due date does not mean the date on which any periodic installment of the premium is payable.
Property of Every Description	means building, equipment and stock .
Replacement	includes repair, construction or re-construction with new property of like kind and quality.
Replacement cost (RC)	means whichever is the least of the cost of replacing, repairing, constructing or re-constructing the property with new property of like kind and quality and for like occupancy without deduction for depreciation.
Roof drains	means a fixture or device including piping system installed for the purpose of removing water from the roof deck and connected to the wastewater and/or sewer drainage piping system, and located within the insured building on the premises . This does not include downspouts, weeping tile or a perimeter drainage system.
Sewer back-up	means the sudden and accidental backing up or overflow, within the area bounded by the bearing walls and foundations of the building described on the Location Schedule , of water/sewage from within sewers, sumps , septic tanks or drains including roof drains . For the purpose of this definition, the building does not include roadways, parking lots, other exterior paved surfaces, retaining walls or permanently installed landscape structures.
Sewer back-up occurrence	means sewer back-up which occurs within 168 consecutive hours commencing during the policy period on or after the effective date of addition of the Sewer Back-Up Extension of Coverage. The expiration of this policy will not reduce the 168 hour period.

Spores	includes, but is not limited to, one or more reproductive particles or microscopic fragments produced by, emitted from or arising out of any fungi .
---------------	---

Stock	means: <ol style="list-style-type: none"> 1. merchandise of every description usual to your business; 2. packing, wrapping and advertising materials; and 3. similar property belonging to others which you are under obligation to keep insured or for which you are legally liable.
--------------	--

Sumps	means a sump pit, well or basin, lined with concrete or other liner, located within the premises insured, connected to a mechanical or gravity fed evacuation pump system, for the purpose of collecting and removing water. A sump pit, well or basin not equipped with a mechanical pump or gravity fed evacuation system is not a sump.
--------------	---

Surface water	means water or natural precipitation temporarily diffused over the surface of the ground.
----------------------	---

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 sector of the public.
------------------	---

Water damage peril	means direct physical loss or direct physical damage, directly or indirectly caused by: <ol style="list-style-type: none"> 1. the escape of water, ice or steam from a watermain, swimming pool, hot tub, sauna, steam room or equipment attached and located at the premises; 2. the escape of water, ice or steam from within a plumbing, heating, air conditioning or freezer system located within the area bounded by the bearing walls and foundations of the building described on the Location Schedule; 3. the escape of water from fire protective equipment located at a location described on the Location Schedule; 4. the entrance of water, rain, hail, sleet, ice, frost or snow into the building described on the Location Schedule through an aperture created concurrently with and resulting from windstorm or hail; 5. water, rain, sleet, ice, frost, or snow which: <ol style="list-style-type: none"> a. enters the building described on the Location Schedule through a roof resulting from the infiltration of rain, ice, or snow on the roof or eavestrough; or b. damages property insured located at a location described on the Location Schedule. <p>Water damage peril does not include Sewer Back-up or Flood.</p>
---------------------------	---

OneProtect Commercial Property Extensions (Part 1B)

Table of Contents

SECTION 1 - NEWLY ACQUIRED	2
SECTION 2 - EXTENSIONS	3
SECTION 3 - ENHANCEMENTS	13
SECTION 4 - DEFINITIONS	14

These extensions of coverage either modify or are in addition to the coverage provided by Commercial Property Policy (Part 1A).

The Limits of Insurance for these extensions of coverage shall apply in addition to the Limits of Insurance provided in Commercial Property Policy (Part 1A), except as otherwise stated herein.

These extensions of coverage are subject to all the terms, conditions, definitions and exclusions of Commercial Property Policy (Part 1A), including endorsements thereto and other forms which are part thereof.

Each of the extensions of coverage applies independently and only as specifically stated within that coverage as described herein.

If the same loss or damage is covered under more than one extension of coverage or more specifically elsewhere in this policy in any one **occurrence**, only the highest Limit of Insurance will apply.

The extensions of coverage shall not be considered for the purpose of determining application of the Co-insurance Clause.

We are liable for the amount by which the loss or damage caused by any of the perils insured exceeds the amount of the deductible specified on the **Location Schedule** in any one **occurrence**. If an **occurrence** gives rise to the application of more than one deductible amount, only the highest deductible shall apply.

SECTION 1 - NEWLY ACQUIRED

The Limit of Insurance applicable under this section shall be as specified in the **Declarations**, in the aggregate, in any one **occurrence** or series of **occurrences** arising out of one disaster or event, irrespective of the number of newly acquired locations impacted.

1. **Newly Acquired Building and Contents at Newly Acquired Locations**

Coverage is extended for:

- a. any newly acquired **building** owned by you, and used for similar occupancy; and
- b. **contents** at any new location owned, rented or controlled by you;

if the **building** or **contents** are situated within the territorial limits of Canada and have been acquired by you after the inception date of this policy.

This coverage shall cease 60 days from the date of such acquisition, or at the inception of more specific insurance, or at the expiration date of this policy, whichever occurs first. When such **building** or **contents** are to be insured under this policy beyond a period of 60 days, premium shall be payable from the date of acquisition.

SECTION 2 - EXTENSIONS

The Limit of Insurance applicable to any or all items under this section shall be as specified in the **Declarations**, in the aggregate, in any one **occurrence** or series of **occurrences** arising out of one disaster or event, including any sublimits specified below or in the **Declarations** for any individual extensions of coverage.

Where a coverage extension which forms part of **SECTION 2 - EXTENSIONS** is subject to a specific sublimit, that sublimit is the most that will be covered, in the aggregate, in any one **occurrence** or series of **occurrences** arising out of one disaster or event, irrespective of the number of impacted locations. Any such sublimit will form part of, and will not increase, the **SECTION 2 - EXTENSIONS** Limit of Insurance stated in the **Declarations**.

1. Accounts Receivable

Coverage is extended for loss of accounts receivable caused by a peril insured. Recovery under this extension is limited to the actual loss necessarily incurred of:

- a. all sums due to you from customers which cannot be collected as the direct result of loss of or damage to records of accounts receivable which are inside the **building** described on the **Location Schedule**;
- b. interest charges on any loan required to offset impaired collections, pending repayment of such sums made uncollectible by the loss or damage;
- c. collection expense in excess of normal collection cost and made necessary because of the loss or damage;
- d. other expenses when reasonably incurred by you in re-establishing records of accounts receivable following loss or damage.

We shall not be liable for:

- 1) loss or damage caused by bookkeeping, accounting or billing errors or omissions;
- 2) loss or damage caused by alteration, falsification, manipulation, concealment, destruction or disposal of records of accounts receivable committed to conceal the wrongful giving, taking, obtaining or withholding of money, securities or other property but only to the extent of such wrongful giving, taking, obtaining or withholding;
- 3) loss where the only proof as to its factual existence is dependent upon an audit of records or an inventory computation; but you may use such procedures in support of a claim for loss that you can prove using other evidence is due solely to a risk of loss to records of accounts receivable not otherwise excluded hereunder.

Adjustment of Loss:

When there is proof that a loss covered by this extension has occurred but you cannot accurately establish the total amount of accounts receivable outstanding as of the date of such loss, such amount will be computed as follows:

The monthly average of accounts receivable for the previous 12 months will be adjusted, taking into consideration any variance from that average for the particular month in which the loss occurs. We will also consider normal fluctuations in the amount of accounts receivable within the fiscal month involved.

We will deduct from the total amount of accounts receivable the amount of such accounts evidenced by records not lost or damaged, or otherwise established or collected by you, and an amount to allow for probable bad debts which would normally have been uncollectible by you.

All unearned interest and service charges will be deducted.

Recoveries:

After payment of loss, all amounts recovered by you up to the total amount of loss paid by us must be repaid to us by you, but all recoveries in excess of such amounts will belong to you.

2. **Additions Under Construction, Alterations, Renovations and Repairs**

Coverage is extended for additions under construction, alterations, renovations and repairs to the **building** described on the **Location Schedule**, including materials, equipment, and supplies waiting to be installed, on or within 30 metres of the **premises**, provided these are not covered by any other insurance or otherwise insured hereunder.

The maximum amount payable under this extension of coverage shall be the Limit of Insurance specified in the **Declarations** in any one **occurrence**.

3. **Arson, Theft and Vandalism Reward**

In the event that an insured loss is the result of arson, theft or vandalism, reimbursement will be provided to you for rewards paid for information which leads to an arrest or conviction.

The maximum amount payable under this extension of coverage shall be the Limit of Insurance specified in the **Declarations** in any one **occurrence**.

4. **Automatic Fire Suppression System Recharge Expense**

Coverage is extended for any automatic fire suppression system recharge expense incurred by you due to the leakage or discharge of the fire suppressant within any automatic fire suppression system at your **premises** where such discharge or leakage is caused directly by, or results from, a peril insured.

5. **Bequeathed Property**

Coverage is extended for direct physical loss or direct physical damage to property bequeathed to you anywhere in the coverage territory, caused directly by a peril insured. This coverage shall cease 30 days after commencement of your interest in the property, or at the expiration date of the policy, whichever occurs first. When such property is to be insured under this policy beyond a period of 30 days, premium shall be payable from the date of the bequest.

The maximum amount payable under this extension of coverage in any one **occurrence** is:

- a. for **building**, 10% of the highest **building** limit specified on the **Location Schedule**, subject to the **SECTION 2 - EXTENSIONS** Limit of Insurance specified in the **Declarations**, whichever is the lesser, applicable to any one bequest;

- b. for all other bequeathed property, the Limits of Insurance specified in the **Declarations** for any one bequest and any single article.

We shall not be liable for:

- 1) motor vehicles licensed for road use or their accessories, trailers, caravans, watercraft or aircraft;
- 2) property insured elsewhere;
- 3) money, **cash cards**, **digital currency**, bullion, platinum and other precious metals and alloys, securities, stamps, tickets and tokens, evidence of debt or title.

6. **Brands and Labels**

If we exercise our option to take all or any part of the **stock** involved in a loss, you reserve the right to first remove therefrom your trademarks, guarantees, names or other evidence of your interest therein or connection therewith and where the removal of such marks is impossible or impractical, the **stock** may be stamped salvage and/or transferred to bulk containers, with these costs to be borne by us.

7. **Building By-Laws:**

In the event of loss or damage by a peril insured under this policy to **building** described on the **Location Schedule**, coverage is extended for:

- a. loss occasioned by the demolition of any undamaged portion of the **building**;
- b. the cost of demolishing and clearing the site of any undamaged portion of the **building**;
- c. any increase in the cost of repairing, replacing, constructing or reconstructing the damaged portion of the **building** on the same site or on an adjacent site of like height, floor area and style, and for like occupancy; arising from the enforcement of the minimum requirements of any by-law, regulation, ordinance or law which:
 - 1) regulates zoning or the demolition, repair or construction of the damaged **building**; and
 - 2) is in force at the time of such loss or damage.

We shall not be liable for:

- a) the enforcement of any by-law, regulation, ordinance or law which prohibits you from rebuilding or repairing on the same site or an adjacent site or prohibits continuance of like occupancy; or
- b) direct or indirect loss, damage, cost or expense, arising out of **clean up** resulting from any actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants**; or
- c) direct or indirect loss, damage, cost or expense, for any testing, monitoring, evaluating or assessing of an actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants**; or

- d) the enforcement of any by-law, regulation, ordinance, or law which would apply in the absence of a loss; or
- e) the enforcement of any by-law, regulation, ordinance, or law that you were legally obligated to comply with prior to the loss but failed to do so.

The amount payable under this extension of coverage is included within and not in addition to the Limit of Insurance specified for the **building** described on the **Location Schedule** which sustains loss or damage. However, solely with respect to the coverage provided under c. above, the policy will cover an additional amount of up to 5% of the Limit of Insurance specified for such **building** on the **Location Schedule**, should that limit be exhausted.

This additional amount is subject to **SECTION 2 - EXTENSIONS** Limit of Insurance specified in the **Declarations**.

8. **Building Damage by Theft**

Coverage is extended for damage (except by fire) to that part of **building** occupied by you, directly resulting from theft, or any attempt thereat and from vandalism or malicious acts committed on the same occasion, provided that you are not the owner of such **building**, are legally liable for such damage and the **building** is not otherwise insured hereunder.

9. **Consequential Loss – On Premises**

Coverage is extended for consequential loss to **stock**, merchandise, provisions and/or supplies insured hereunder caused by change of humidity or temperature resulting directly from damage, by one of the perils insured, to equipment used for humidifying, dehumidifying, refrigerating, cooling, air conditioning, heating, or converting power (including their connections and supply or transmission lines and pipes) only when situated on the **premises**.

The maximum amount payable under this extension of coverage shall be the Limit of Insurance specified in the **Declarations** in any one **occurrence**.

10. **Consequential Loss - Off Premises Service Interruption**

Coverage is extended for consequential loss to **stock**, merchandise, provisions and/or supplies insured hereunder caused by change of humidity or temperature resulting directly from damage, by one of the perils insured, to off-premises public utility plants, sub-stations, transformers or switching stations, transformers or pumping stations, including underground transmission lines and pipes furnishing heat, light, water, power or gas to the **premises**, provided the property damaged is located within 100 kilometres of a location specified on the **Location Schedule**.

The maximum amount payable under this extension of coverage shall be the Limit of Insurance specified in the **Declarations** in any one **occurrence**.

11. Cost of Preparing Proof of Loss

Coverage is extended for reasonable fees incurred by you at our request to substantiate loss, including fees charged by **independent consultants** retained by you for the purpose of producing and/or certifying particulars and details required by us in connection with an insured loss. This extension of coverage applies only to fees incurred in establishing the quantum of a loss and excludes fees associated with use of a lawyer representing you, other than the fees of a notary public to substantiate a completed proof of loss.

12. Crisis Management

Coverage is extended for the cost of **crisis management services** following the discovery of a **crisis** provided that:

- a. the **crisis** takes place in the coverage territory and during the **policy period**;
- b. the **crisis management services** are authorized in writing by us prior to being incurred;
- c. the **crisis management services** are incurred and reported to us within one year of the date of the **crisis**.

The maximum amount payable under this extension of coverage shall be the Limit of Insurance specified in the **Declarations** in any one **occurrence** and in the aggregate for a single **policy period**, irrespective of the number of **occurrences** or locations impacted.

13. Donated Goods

Coverage is extended for loss or damage caused directly by a peril insured to property or specified gifts donated to you, while temporarily stored at the premises of your employees or volunteers. The insurance on such property is in any event limited to a maximum recovery of:

- a. the Limit of Insurance specified in the **Declarations** for any one item; and
- b. the Limit of Insurance specified in the **Declarations** at any one premises.

14. Electronic Data Processing Equipment Breakdown

With respect to any **electronic data processing equipment** included as part of the **contents** limit shown on the **Location Schedule**, coverage is extended for loss or damage directly resulting from or caused by:

- a. mechanical breakdown;
- b. short circuit, blow-out, or other electrical disturbance, except interruption of power supply, power surge, blackout or brown-out if the cause of such **occurrence** took place more than 33 metres from your **premises** as shown in the **Location Schedule**;
- c. faulty construction or error in design, or actual work upon property covered;
- d. electrical or magnetic injury or disturbance or erasure of electronic recordings (except if damage occurs outside your **premises** or if there is a change in your electrical power supply, such as interruption, power surge, or brown-out which originates more than 33 metres from your **premises**).

The maximum amount payable under this extension of coverage shall be the Limit of Insurance specified in the **Declarations** in any one **occurrence**.

15. **Emergency Services Damage to the Grounds**

Coverage is extended for damage caused by the emergency services to the grounds of the **premises** for which you are responsible.

16. **Environmental Upgrade**

Coverage is extended for:

- a. any increase in the direct costs to repair or replace damaged property insured using **environmentally-friendly** material or modes of construction or **energy-efficient** materials or modes of construction;
- b. additional fees incurred by you for an accredited professional certified by Canada Green Building Council/LEED Canada to participate in the design and construction for repairing or rebuilding physically damaged insured property as **environmentally-friendly** or **energy-efficient**; and
- c. the additional cost incurred by you for certification or re-certification of the repaired or replaced insured property as **environmentally-friendly** or **energy-efficient**.

This extension of coverage applies to **building** and **equipment** and is subject to the following provisions:

- 1) replacement shall be at your option and effected by you with due diligence and dispatch;
- 2) settlement for the increased costs of repair or replacement of insured property shall be made only when the repair or replacement has been effected by you, and in no event shall it exceed the amount actually expended;
- 3) failing compliance by you with either of the foregoing provisions, settlement shall be made as if this extension of coverage had not been in effect.

Any increase in coverage provided by this extension is not to be considered in determining co-insurance clause compliance.

The maximum amount payable under this extension of coverage shall be the Limit of Insurance specified in the **Declarations** in any one **occurrence**.

This extension of coverage does not apply:

- a) to **stock**, raw materials, finished goods, merchandise, production machinery and equipment, **electronic data processing equipment** not used in the support of real property, molds and dies, property in the open, property of others for which you are legally liable, or personal property of employees and officers;
- b) to any increase in the cost of repair or replacement of insured property occasioned by a restriction or prohibition in any by-law, regulation, ordinance or law;

- c) in instances where no **environmentally-friendly** or **energy-efficient** equivalent exists. In those instances, we will pay only to replace with standard materials, modes of construction, **equipment** and products.

17. Exhibitions/Craft Shows/Concerts

Coverage is extended for physical loss or physical damage caused directly by a peril insured to your **contents** at exhibitions, craft shows, concerts, festivals or other similar events located anywhere within the coverage territory, including transit to and from such events.

18. Fire Department Service Charges

Coverage is extended for your liability assumed by contract or agreement prior to loss or damage, for fire department charges incurred when the fire department is called to save or protect property insured from a fire or another peril insured.

19. Growing Plants, Trees, Shrubs or Flowers

Coverage is extended for direct physical loss or direct physical damage to growing plants, trees, shrubs or flowers outside the **building** caused directly by a peril insured.

The maximum amount payable under this extension shall be:

- a. The Limit of Insurance specified in the **Declarations** for each growing plant, tree, shrub or flower outside the **building** including debris removal expense; and
- b. The Limit of Insurance specified in the **Declarations** in any one **occurrence** and in the aggregate for a single **policy period**, irrespective of the number of **occurrences** or locations impacted.

20. Installation Floater

Coverage is extended for materials, equipment, machinery & supplies (excluding tools and contractor's equipment) owned by you, or for which you may be legally liable, but only while such property is in transit to the **premises** of installation or while thereat awaiting installation or while being installed. Coverage ceases when your interest ceases or when the property installed has been accepted or 30 days after completion of the installation or when this policy expires, whichever occurs first.

The maximum amount payable under this extension of coverage shall be the Limit of Insurance specified in the **Declarations** in any one **occurrence**.

21. Lock and Key Coverage

We will indemnify you for the cost of replacement of exterior or interior door locks with locks of like kind and quality and/or the cost of re-keying locks, at your option, if the keys are lost or destroyed by a peril insured.

22. Metered Water

Coverage is extended for the additional metered water charges incurred by you arising from escape of water following damage to the water or heating systems located in or serving the **premises**, provided we have accepted a claim for such damage to the system under this policy.

23. Newly Acquired Contents at Insured Premises

Coverage is extended for newly acquired **contents** owned by you located at the insured **premises**.

The maximum amount payable under this extension of coverage shall be the Limit of Insurance specified in the **Declarations** in any one **occurrence**.

This coverage shall cease 30 days after the date of such acquisition, or at the expiration date of the policy, whichever occurs first. When such **contents** are to be insured under this form beyond a period of 30 days, premium shall be payable from the date of acquisition.

24. Personal Property of Officers, Employees, and Volunteers

At your option, coverage is extended for direct physical loss or direct physical damage by a peril insured to personal property of your officers, employees, and volunteers.

The insurance on such property:

- a. shall not attach if it is insured by the owners unless you are obligated to insure it or are liable for its loss or damage;
- b. shall apply only to loss or damage occurring at a location described on the **Location Schedule** or at newly acquired locations.

The maximum amount payable under this extension of coverage shall be the Limit of Insurance specified in the **Declarations** in any one **occurrence** regardless of the number of persons involved in such **occurrence**.

25. Personal Property of Students

At your option, coverage is extended for direct physical loss or direct physical damage by a peril insured to personal property of your students.

The insurance on such property:

- a. shall not attach if it is insured by the owners unless you are obligated to insure it or are liable for its loss or damage;
- b. shall apply only to loss or damage occurring at a location described on the **Location Schedule** or at newly acquired locations.

The maximum amount payable under this extension of coverage shall be:

- 1) the Limit of Insurance specified in the **Declarations** per student; and
- 2) the Limit of Insurance specified in the **Declarations** in any one **occurrence**.

26. Pollutant Clean Up and Removal

Coverage is extended to indemnify you for expenses incurred to **clean up pollutants** from land or water at the **premises**, provided the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants**:

- a. is directly caused by or results from an insured cause of loss;
- b. is sudden, unexpected and unintended from your standpoint; and
- c. first occurs during the **policy period**.

The expenses will be paid only if they are incurred and reported to us in writing within 180 days of the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants** for which **clean up** expenses are being claimed.

We shall not be liable for:

- 1) expenses for **clean up** away from or beyond the **premises** resulting from any spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants**, even if the **pollutants** emanated from the **premises**;
- 2) expenses for **clean up** of any spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants** that began before the effective date of this policy;
- 3) fines, penalties, punitive or exemplary damages;
- 4) expenses incurred for the **clean up** of **pollutants** at or from any **premises**, site or location which is or was at any time used by or for you or others for the handling, storage, disposal, processing or treatment of waste.

This coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of **pollutants**; however, the cost of testing which is performed during the course of extracting the **pollutants** from the land or water is insured.

The maximum amount payable under this extension of coverage shall be the Limit of Insurance specified in the **Declarations** in any one **occurrence** and in the aggregate for a single **policy period**, irrespective of the number of **occurrences** or locations impacted.

The coverage afforded by this extension shall apply as excess over any other valid and collectible insurance available to you or any other interested party.

27. Private Roadways, Walkways, Parking Lots

Coverage is extended for direct physical loss or direct physical damage to private roadways, walkways, parking lots or other exterior paved surfaces on the **premises** caused directly by a peril insured.

The maximum amount payable under this extension of coverage shall be the Limit of Insurance specified in the **Declarations** in any one **occurrence**.

28. Property In Transit

Coverage is extended for physical loss or physical damage caused directly by a peril insured to **contents** while in the due course of transit in Canada or the continental United States.

The maximum amount payable under this extension of coverage for **contents** in transit:

- a. not by parcel post or courier is the Limit of Insurance specified in the **Declarations** in any one **occurrence**;
- b. by parcel post or courier in Canada or the continental United States of America is the Limit of Insurance specified in the **Declarations** in any one **occurrence**.

This extension of coverage excludes property belonging to others which you are transporting in the capacity of a carrier for hire.

29. Property Temporarily Removed/Unnamed Locations

Coverage is extended for direct physical loss or direct physical damage caused directly by a peril insured to your property which is temporarily removed from a location on the **Location Schedule** to any other premises not owned by you, including your property at any unnamed location.

30. Special Event Automatic Increase

The Limit of Insurance for contents is automatically increased to provide for variations of the specified Limit of Insurance due to special events at a location on the **Location Schedule**.

The maximum amount payable under this extension of coverage shall be the Limit of Insurance specified in the **Declarations** in any one **occurrence**.

31. Valuable Papers and Records

Coverage is extended for direct physical loss or direct physical damage to valuable papers and records in a **building** described on the **Location Schedule** and for expenses necessarily incurred in the reproduction of valuable papers and records which have been lost, destroyed or damaged by a peril insured.

SECTION 3 - ENHANCEMENTS

The Limit of Insurance applicable to any or all items under this section shall be as specified in the **Declarations**, in the aggregate in any one **occurrence** or series of **occurrences** arising out of one disaster or event, including any sublimits specified below or in the Declarations for any individual extensions of coverage.

Where a coverage extension which forms part of **SECTION 3 - ENHANCEMENTS** is subject to a specific sublimit, that sublimit is the most that will be covered, in the aggregate, in any one **occurrence** or series of **occurrences** arising out of one disaster or event, irrespective of the number of impacted locations. Any such sublimit will form part of, and will not increase, the **SECTION 3 - ENHANCEMENTS** Limit of Insurance stated in the **Declarations**.

1. Personal Property of Residents

At your option, coverage is extended for direct physical loss or direct physical damage caused by a peril insured to personal property of residents.

The insurance on such property:

- a. shall not attach if it is insured by the owners unless you are obligated to insure it or are liable for its loss or damage;
- b. shall apply only to loss or damage occurring at a location described on the **Location Schedule** or at newly acquired locations.

The maximum amount payable under this extension of coverage shall be the Limit of Insurance specified in the **Declarations** per unit/suite in any one **occurrence**.

2. Headstones, Monuments, Tombstones, Crypts

Coverage is extended for physical loss or physical damage caused directly by a peril insured to headstones, monuments, tombstones and crypts.

The maximum amount payable under this extension of coverage:

- a. at a location on the **Location Schedule**, shall be the Limit of Insurance specified in the **Declarations** for Headstones, Monuments, Tombstones, Crypts in any one **occurrence** and in the aggregate for a single **policy period**, irrespective of the number of **occurrences** or locations impacted;
- b. at any cemetery property owned by you at an unnamed location not on the **Location Schedule**, shall be the Limit of Insurance specified in the **Declarations** for Unnamed Cemetery Locations in any one **occurrence** and in the aggregate for a single **policy period**, irrespective of the number of **occurrences** or locations impacted.

SECTION 4 - DEFINITIONS

Crisis	means any event which: <ol style="list-style-type: none">1. is unexpected;2. occurs infrequently; and3. causes harm to you.
Crisis management services	means the actual and necessary expenses incurred to mitigate, prevent, or decrease harm resulting from a crisis and shall include: <ol style="list-style-type: none">1. the costs for the services of public relations advisors in response to the crisis;2. grief counselling for persons directly affected by the crisis;3. media costs directly associated with the response to the crisis; or4. extraordinary costs associated with the attendance of your directors, officers, trustees, or employees at the scene of the crisis.
Electronic data processing equipment	a network of electronic components capable of accepting information and processing it according to a plan and which exists primarily to generate information in tangible form or on electronic media including but not limited to telephone, facsimile and photocopying equipment.
Energy-efficient	means those products or modes of construction that are ENERGY STAR or Canada Green Building Council/LEED Canada rated or accredited.
Environmentally-friendly	means materials or modes of construction that are Canada Green Building Council/LEED Canada rated or accredited.
Harm	means: <ol style="list-style-type: none">1. disruption in the services provided by you;2. a real or imagined threat to you;3. an impediment to your usual ability to withstand the pressures of daily operation;4. an unusually intense emotional reaction;5. an interference in your ability to function during or after the crisis; or6. damage or potential damage to your reputation.

Independent Consultants	means auditors, accountants, lawyers, architects, engineers or other professionals, excepting your own employees or public adjusters.
Valuable papers	means written, printed or otherwise inscribed documents and records, including books, maps, films, electronic recordings, drawings, abstracts, deeds, mortgages and manuscripts, school records and transcripts but excluding money and securities.



ecclesiastical.ca

UCC Protect

Form **60 Day Vacancy Permission**

Endorsement **VACA-039-PRO-OCT25-E**

It is hereby understood and agreed that item b. of 1. Property Excluded within SECTION 2 - EXCLUSIONS is deleted in its entirety and replaced with the following:

b. "building(s)" and "contents" at locations to which your knowledge are vacant, unused, or shut down for more than Sixty (60) consecutive days; except that, if any part of the property insured hereunder is seasonal in operation, permission is granted for vacancy or unoccupancy as is usual to the operations of the property.

Except as otherwise provided in this Endorsement, all the terms, conditions, limitations and exclusions of the Policy shall have full force and effect.

OneProtect
Business Interruption Policy - Gross Revenue
(Part 2A)

Table of Contents

SECTION 1 – COVERAGES	2
Revenue or Rental Income	2
Extra Expense	3
SECTION 2 – EXTENSIONS OF COVERAGE	4
SECTION 3 – CONDITIONS AND PROVISIONS	5
SECTION 4 – EXCLUSIONS	6
SECTION 5 – DEFINITIONS	7

This policy is subject to its insuring agreements, exclusions, conditions and definitions as well as the **Declarations** and any endorsements forming part of this policy.

Throughout this policy the words “you” and “your” refer to the Named Insured shown in the Declarations. The words “we”, “us” and “our” refer to Ecclesiastical Insurance as the Insurer providing this policy.

Words and phrases that appear in **bold** are defined in the policy.

Headings throughout the entire policy are formatted for ease of identification only and shall not affect interpretation of this policy.

Various provisions in this policy restrict coverage.

Read the entire policy carefully to determine rights, duties and what is and is not covered.

Unless otherwise stated, all of the terms, conditions and exclusions applicable to Commercial Property Policy (Part 1A) apply to the coverages provided by this policy.

SECTION 1 – COVERAGES

1. Revenue or Rental Income

a. Insuring Agreement

In accordance with its terms and conditions, this policy insures against loss directly resulting from the interruption of your **business** caused by direct physical loss or direct physical damage by a peril insured to property at the **premises** described on the **Location Schedule**, which occurs during the policy period.

b. Measure of Recovery

This policy, subject to the Limit of Insurance specified on the **Location Schedule**, is limited to 1) loss of **revenue** or loss of **rental income** and 2) increase in cost of working and the amount payable shall be:

1) In Respect of Loss of Revenue or Rental Income:

The amount by which the **revenue** or **rental income** during the **indemnity period** shall, in consequence of the direct physical loss or direct physical damage by a peril insured, fall short of the **standard revenue** or **standard rental income**.

2) In Respect of Increase in Cost of Working:

The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **revenue** or **rental income** which, but for that expenditure, would have taken place during the **indemnity period**, in consequence of the direct physical loss or direct physical damage by a peril insured, but not exceeding the amount of the reduction in **revenue** or **rental income** thereby avoided;

less any sum saved during the **indemnity period** in respect of such expenses of the **business** payable out of **revenue** or **rental income** as may cease or be reduced in consequence of the direct physical loss or direct physical damage caused by the peril insured.

Special Provision:

- a) If, during the **indemnity period**, goods are sold or services rendered elsewhere than at the premises for the benefit of the **business**, either by you or by others on your behalf, the money paid or payable in respect of such sales or services shall be brought into account in arriving at the **revenue** or **rental income** during the **indemnity period**.

2. **Extra Expense**

This policy insures, subject to the Limit of Insurance specified on the **Location Schedule**, the necessary **extra expense** incurred by you during the **period of restoration** in order to continue as nearly as practicable the **normal** conduct of the **business** following direct physical loss or direct physical damage by a peril insured to the property thereof.

We shall also be liable for **extra expense** incurred in obtaining property for temporary use during the **period of restoration** necessarily required for the conduct of your **business**. Any salvage value of such property remaining after resumption of **normal business** shall be taken into consideration in the adjustment of a loss hereunder.

SECTION 2 – EXTENSIONS OF COVERAGE

The following extensions of coverage shall not increase the Limit(s) of Insurance applying under this policy and are subject to all the provisions and conditions of this policy. Each of these limits is part of and not in addition to the Limit(s) of Insurance specified on the **Location Schedule**.

1. **Interruption by Civil Authority**

Coverage is extended to insure the loss of **revenue** or **rental income** suffered by you, during the period of time, not exceeding 30 days, while access to the **premises** described on the **Location Schedule** is prohibited by order of civil authority, but only when such order is given as a direct result of direct physical loss or direct physical damage to neighbouring premises by a peril insured under this policy.

2. **Accountants' Fees**

In the event of loss or damage from an insured loss, we will indemnify you for reasonable fees payable by you to professional accountants for producing such particulars or details or other proofs, information or evidence as may be required by us for the purpose of investigating or verifying any claim hereunder and reporting that such particulars or details are in accordance with your books of account or other business books or documents.

This extension of coverage applies only to fees incurred in establishing the quantum of a loss for which we have accepted liability.

3. **Expediting Expenses**

In the event of direct physical loss or direct physical damage to property at the **premises** described on the **Location Schedule**, we will indemnify you for such costs incurred to:

- a. make reasonable temporary repairs to;
 - b. expedite reasonable permanent repairs to;
 - c. expedite permanent replacement of;
- the property insured so lost or damaged.

SECTION 3 – CONDITIONS AND PROVISIONS

1. All the provisions, conditions, exclusions and definitions of Commercial Property Policy (Part 1A) apply to this policy. Additional or modified conditions and provisions are specifically stated below.

a. Property Damage Provision

It is a condition precedent to any payment under this policy that at the time of the happening of the direct physical loss or direct physical damage there shall be in force insurance covering your interest in the property at the **premises** against such direct physical loss or direct physical damage and that payment shall have been made or liability admitted therefor under such insurance. However, this clause shall not apply where no payment is made, or liability admitted under such insurance solely owing to the application of a deductible.

b. Obligation to Minimize Loss

On the happening of any destruction or damage to property by a peril insured in consequence of which a claim is or may be made under this policy, you shall with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimize or check any interruption of or interference with the **business** or to avoid or diminish the loss.

c. Waiver of Term or Condition

No term or condition of this policy shall be deemed to be waived by us in whole or in part unless the waiver is clearly expressed in writing signed by a person authorized for that purpose by us. Neither we nor you shall be deemed to have waived any term or condition of this policy by any act relating to the appraisal of the amount of loss or to the delivery and completion of proofs, or the investigation or adjustment of any claim under this policy.

2. **Limit(s) of Insurance**

The Limit of Insurance applicable to any or all items insured under this policy shall be as specified on the **Location Schedule** in the aggregate in any one **occurrence**.

3. **Deductible**

Where a deductible is shown on the **Location Schedule** pertaining to a coverage insured hereunder, we shall be liable for the amount by which the loss or damage caused by any of the perils insured exceeds the amount of that deductible, or the amount produced by its application to the loss, in any one **occurrence**.

Should any **occurrence** give rise to the application of more than one deductible amount, only the highest deductible shall apply. A separate deductible applies at each location listed on the **Location Schedule** to which coverage applies, regardless of the number of locations involved in the **occurrence**.

4. **Perils Insured**

This Business Interruption policy follows the perils insured as stated in Clause 3. Perils Insured of Commercial Property Policy (Part 1A), Section 1 – Insuring Agreement, Property Insured, Perils Insured.

SECTION 4 – EXCLUSIONS

1. Perils Excluded

- a. This Business Interruption policy follows the property and perils excluded as stated in Clauses 1. Property Excluded, 2. Perils Excluded and 3. Additional Exclusions of Commercial Property Policy (Part 1A), Section 2 – Exclusions (including any endorsements thereto and other forms which are part thereof).

2. Additional Exclusions

We shall not be liable for:

- a. the cost of compiling books of account, abstracts, drawings, card index systems or other records including film, tape, disc, drum, cell or other magnetic recording or storage media for electronic data processing;
- b. any increase of loss directly or indirectly, proximately or remotely, arising in consequence of or contributed to by the enforcement of any by-law, regulation, ordinance or law regulating zoning or the demolition, repair or construction of **building**;
- c. any increase of loss caused by delays or loss of time due to the presence of strikers or other persons or to labour disturbances on or about the **premises** interfering with rebuilding, repairing, or replacing the property damaged or destroyed or the resumption or continuation of **business** or free access to or control of the **premises** or due to the action of sympathetic strikers elsewhere;
- d. loss due to fines or damages for breach of contract, for late or non-completion of orders non-compliance or for any penalties of whatever nature;
- e. loss due to the suspension, lapse or cancellation of any lease or license, contract or order, which may affect your income after the period following any loss during which indemnity is payable;
- f. loss due to the shut- down, closure or interruption of **business** from any and all events or perils where there is no physical loss or damage to the insured **premises**;
- g. any **extra expense** caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the **period of restoration**.

SECTION 5 – DEFINITIONS

Business	means your business as specified in the Declarations .
Extra expense	means the excess (if any) of the total cost during the period of restoration for the purpose of continuing your business over and above the total cost that would have normally been incurred to conduct the business during the same period had no loss occurred. The cost in each case to include the expense of using other property or facilities of other concerns, or other similar necessary emergency expenses.
Indemnity period	means the period beginning with the occurrence of the direct physical loss or direct physical damage by a peril insured and ending not later than 12 months (or such other period so specified on the Location Schedule as the indemnity period) thereafter, during which the results of the business shall be affected in consequence of the loss or damage by a peril insured.
Normal	means the condition which would have existed had no loss occurred.
Period of restoration	<p>means the shorter of the following two periods, commencing with the date of direct physical loss or direct physical damage caused by or resulting from any peril insured at the premises described on the Location Schedule:</p> <ol style="list-style-type: none"> 1. that period of time necessary to restore your business to a normal level of operation; or 2. that period of time necessary to rebuild, repair or replace the lost or damaged property, with the exercise of due diligence and dispatch. <p>Period of restoration does not include any additional time required due to the enforcement of any ordinance of law that:</p> <ol style="list-style-type: none"> 1. regulates the construction, use or repair, or requires the tearing down of, any property; or 2. requires you or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way to respond or assess the effects of pollutants. <p>The expiration date of this coverage will not cut short the period of restoration.</p>
Rental income	means the sum of the money paid or payable to you by tenants in respect of rental of the premises .
Revenue	means the money paid or payable to you for goods sold and delivered and for services rendered in the course of the business at the premises described on the Location Schedule , after allowing for returns and discounts.

Standard revenue	<p>means the revenue during the period corresponding with the indemnity period in the 12 months immediately before the date of the direct physical loss or damage proportionately increased where the indemnity period exceeds 12 months;</p> <p>to which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or other circumstances affecting the business either before or after the damage or which would have affected the business had the damage not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the damage would have been obtained during the relative period after the damage.</p>
Standard rental income	<p>means the rental income during the period corresponding with the indemnity period in the 12 months immediately before the date of the direct physical loss or damage proportionately increased where the indemnity period exceeds 12 months;</p> <p>to which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or other circumstances affecting the business either before or after the damage or which would have affected the business had the damage not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the damage would have been obtained during the relative period after the damage.</p>

OneProtect Business Interruption Extensions (Part 2B)

These extensions of coverage either modify or are in addition to the coverage provided by Business Interruption Policy - Gross Revenue (Part 2A).

The Limits of Insurance for these extensions of coverage shall apply in addition to the Limits of Insurance provided in Business Interruption Policy - Gross Revenue (Part 2A), except as otherwise stated herein.

These extensions of coverage are subject to all the terms, conditions, definitions and exclusions of Business Interruption Policy – Gross Revenue (Part 2A), including endorsements thereto and other forms which are part thereof.

Each of the extensions of coverage applies independently and only as specifically stated within that coverage.

If the same loss or damage is covered under more than one extension of coverage or more specifically elsewhere in this policy in any one **occurrence**, only the highest Limit of Insurance will apply.

The extensions of coverage shall not be considered for the purpose of determining application of the Co-insurance Clause.

1. **Additional Living Expenses:**

If the premises described on the Location Schedule is rendered uninhabitable due to direct physical loss or direct physical damage caused by a peril insured under this policy, at your option, coverage is extended for:

- a. the necessary increase in living expenses incurred by your employees, including resident staff and members of their families, who permanently reside at the premises, to continue as near as practicable the normal standard of living of the household for the applicable period described below.

Payment shall be for:

- 1) the time required, with exercise of due diligence and dispatch, to repair or replace the lost or damaged property at the premises;
- 2) the time required for the tenant's household to become settled in permanent quarters.

Coverage is also extended for the cost of temporary storage of personal furniture and the cost of kennel accommodation for domestic cats or dogs whilst the premises is being restored to a habitable condition.

This extension of coverage only applies when the resident staff and members of their families have no other valid and collectible insurance in place.

The maximum amount payable under this extension of coverage shall be the Limit of Insurance specified in the Declarations in any one occurrence.

2. **Bomb Scare:**

Coverage is extended for expense incurred by you directly resulting from the interruption of or interference with your business at the **premises** described on the **Location Schedule** as a consequence of any bomb scare at or in the vicinity of the **premises**.

The maximum amount payable under this extension of coverage shall be the Limit of Insurance specified in the **Declarations** in any one **occurrence** and in the aggregate for a single **policy period**.

3. **Contingent Business Interruption:**

Coverage is extended for loss directly resulting from the necessary interruption of your business at the **premises** described on the **Location Schedule** due to direct physical loss or direct physical damage caused by a peril insured under this policy, to **contingent property** at a location anywhere in the coverage territory not specifically described, provided such location is not under your ownership, control or occupancy or that of a public utility which furnishes heat, light, water, power or gas to the **premises**.

For the purpose of this extension of coverage, contingent property means:

- a. property which provides you or anyone else on your behalf with products, materials or services;
- b. property which receives the products, materials or services that you produce or sell; or
- c. property that is in the vicinity of your business and attracts business to your vicinity.

The maximum amount payable under this extension of coverage shall be the Limit of Insurance specified in the **Declarations** in any one **occurrence**.

4. **Cost To Attract Volunteers:**

Coverage is extended to include the expense incurred by you to attract volunteers to your organization in order to continue as nearly as practicable the **normal** conduct of the business following direct physical loss or direct physical damage by a peril insured under this policy to your **building** or **contents**, commencing with the date of the loss or damage and not limited by the date of expiration of this coverage, for the period of time as shall be required with the exercise of due diligence and dispatch to repair, rebuild or replace such part of the **building** or **contents** destroyed or damaged.

The maximum amount payable under this extension of coverage shall be the Limit of Insurance specified in the **Declarations** in any one **occurrence**.

5. **Exhibition Expenses:**

Coverage is extended to include your loss of irrecoverable expenses in respect of any trade exhibitions in the coverage territory following direct physical loss or direct physical damage by a peril insured to:

- a. the exhibition venue;
- b. your property for use in connection with the trade exhibition, while at the **premises** described on the **Location Schedule** or while in transit by road, rail or inland waterway;

subject to the following provisions:

- 1) in the event of the exhibition not being held (or your inability to exhibit at all) as a consequence of the loss or damage, the amount payable shall be limited to the irrecoverable expenses that you have paid or are liable to pay in respect of the exhibition;
- 2) in the event the exhibition does not run (or of your inability to exhibit) for the intended period as a consequence of the loss or damage, the amount payable shall be the loss computed in accordance with provision 1) above, adjusted for the period that you could not exhibit.

The maximum amount payable under this extension of coverage shall be the Limit of Insurance specified in the **Declarations** in any one **occurrence**.

For the purpose of this extension of coverage, expenses means:

- a) costs incurred in advertising, printing, stationary and production of display materials and the like for the trade exhibition;
- b) insurance premiums for the trade exhibition;
- c) charges for telephone and space at the exhibition and the rental of stands;
- d) the cost of installing exhibits and transport charges.

6. **Failure Of Telecommunication Service:**

Coverage is extended for loss directly resulting from the necessary interruption of your business at the **premises** described on the **Location Schedule** as a result of the failure of telecommunication services at the **premises**, following direct physical loss or direct physical damage caused by a peril insured under this policy of or to telecommunications property anywhere in the coverage territory, excluding any such failure of less than 4 hours.

The maximum amount payable under this extension of coverage shall be the Limit of Insurance specified in the **Declarations** in any one **occurrence**.

7. Fundraising Expenses:

Coverage is extended to include your loss of irrecoverable expenses in respect of any fundraising event in the coverage territory following direct physical loss or direct physical damage by a peril insured to:

- a. the fundraising venue;
- b. your property for use in connection with the fundraising event, while at the premises described on the **Location Schedule** or while in transit by road, rail or inland waterway;

subject to the following provision:

- 1) in the event of a fundraising event not being held (or your inability to raise funds at all) as a consequence of the loss or damage, the amount payable shall be limited to the irrecoverable expenses that you have paid or are liable to pay in respect of the fundraising event.

For the purpose of this extension of coverage, expenses means:

- a) costs incurred in advertising, printing stationary and production of fundraising materials and the like for the fundraising event;
- b) insurance premiums for the fundraising event;
- c) deposit paid for the lease of premises for the fundraising event;
- d) the cost of installing exhibits and transportation charges;
- e) the cost of medical or security services.

The maximum amount payable under this extension of coverage shall be the Limit of Insurance specified in the **Declarations** in any one **occurrence**.

8. Leasehold Interest:

If, as a result of a peril insured, your landlord cancels the lease for a **premises** described on the **Location Schedule** in accordance with the conditions of the lease, whether or not there is damage to tenant's improvements, coverage is extended for your **leasehold interest**.

Leasehold Interest means:

- a. the net present value of the excess, if any, of the rental value of the **premises** over the actual rental payable for such **premises** (including maintenance or operating charges paid by you) during the unexpired term of your lease, whether the **premises** be occupied in whole or in part by you or whether it be sublet to other tenants; and
- b. your interest in building improvements.

We will pay the costs incurred by you to replace the improvements at another location. If you do not replace the improvements, then we will pay you that proportion of the original cost of the improvements which the unexpired term of the lease bears to the period from the date(s) such improvements were made to the expiration of the lease.

The maximum amount payable under this extension of coverage shall be the Limit of Insurance specified in the **Declarations** in any one **occurrence**.

9. **Murder/Suicide, Food Poisoning, Defective Sanitation, Vermin:**

Coverage is extended for loss directly resulting from the necessary interruption of or interference with your business at the **premises** described on the **Location Schedule** as a result of:

- a. injury or illness sustained by an employee, volunteer, student, or resident arising from or traceable to foreign or injurious matter in food or drink provided on the **premises**;
- b. any accident causing defects in the drains or other sanitary arrangements at the **premises**;
- c. the discovery of vermin or pests at the **premises**;

which causes restrictions on the use of the **premises** on the order or advice of civilian authority;

- d. murder or suicide occurring at the **premises**.

Special conditions applicable to this extension of coverage:

- 1) **Indemnity period** shall mean the period during which the results of the business shall be affected as a consequence of the occurrence, discovery or accident beginning with the date from which the restrictions on the **premises** are applied (or in the case of d. above with the date of occurrence) and ending not later than the **maximum indemnity period** thereafter.
- 2) The **maximum indemnity period** shall mean 3 months, subject to the Limit of Insurance specified in the **Declarations** in any one **occurrence**, at any one **premises** and in the aggregate for a single **policy period**.

Exclusions applicable to this extension of coverage:

- 1) We shall not be liable under this extension for any costs incurred in the cleaning, repair, replacement, recall or checking of property;
- 2) We shall only be liable for the loss arising at those **premises** which are directly affected by the occurrence, discovery or accident.

10. **Off Premises Service Interruption:**

Coverage is extended for loss directly resulting from the necessary interruption of your business at the **premises** described on the **Location Schedule** due to physical loss or physical damage caused by a peril insured under this policy, to off-premises public utility plants, sub-stations, transformers or switching stations, transformers or pumping stations, electrical distribution panels, including underground transmission lines and pipes furnishing heat, light, water, power, or gas to the **premises**, provided such property damaged or destroyed is located within 100 kilometres of the **premises**.

We shall not be liable under this extension of coverage for any loss or business interruption incurred during any period prior to the expiration of a minimum of 24 consecutive hours from the time of loss or damage.

The maximum amount payable under this extension of coverage shall be the Limit of Insurance specified in the **Declarations** in any one **occurrence**.

11. **School Lockdown:**

Coverage is extended for expense incurred by you directly resulting from the interruption of or interference with your business at the **premises** described on the **Location Schedule** as a consequence of any **school lockdown**.

For the purpose of this extension of coverage, **school lockdown** means a serious emergency situation occurring inside the **premises** or in close proximity to the **premises** and results in the occupants of the **premises** being secured inside for the duration of the emergency situation.

The maximum amount payable under this extension of coverage shall be the Limit of Insurance specified in the **Declarations** in any one **occurrence** and in the aggregate for a single **policy period**.

12. **Suppliers Extension:**

Coverage is extended for loss directly resulting from the necessary interruption of your business at the **premises** described on the **Location Schedule** due to direct physical loss or direct physical damage caused by a peril insured under this policy, at the sites of your suppliers within the coverage territory (excluding any such loss which is payable under extension of coverage 2. Contingent Business Interruption).

The maximum amount payable under this extension of coverage shall be the Limit of Insurance specified in the **Declarations** in any one **occurrence**.

13. **Temporary Storage Facilities:**

Coverage is extended for necessary and reasonable costs incurred by you for the temporary storage of **contents** following direct physical loss or direct physical damage caused by a peril insured under this policy to a **building** specified on the **Location Schedule**.

The maximum amount payable under this extension shall be the Limit of Insurance specified in the **Declarations** in any one **occurrence**.



ecclesiastical.ca

OneProtect
Equipment Breakdown
(TechAdvantage™)

Table of Contents

SECTION 1 – COVERAGES	2
Insuring Agreement.....	2
Exclusions.....	2
SECTION 2- CONDITIONS	5
SECTION 3- DEFINITIONS	12

Throughout this rider the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to Ecclesiastical Insurance as the Insurer providing this rider. Words and phrases that appear in **bold** have defined meaning.

Headings are formatted for ease of identification only and shall not affect the interpretation of this rider.

Various provisions in this rider restrict coverage.

Read the entire rider carefully to determine rights, duties and what is an is not covered.

SECTION 1 – COVERAGES

1. Insuring Agreement

In consideration of the premium, we agree with you that if there is a **breakdown** or **electronic circuitry impairment**, occurring during the **policy period** to the **insured equipment** as defined herein, while the **insured equipment** is at a location specified in the **Declarations** and subject to all the terms, provisions and conditions (including Statutory Conditions) of the policy, except as they may be varied herein, and to the **Declarations**, Exclusions and Conditions applicable to this rider, as follows:

- a. to pay for loss
 - 1) to the **insured equipment**; and
 - 2) to other **insured property** directly damaged by the **breakdown** or **electronic circuitry impairment**;
- b. to pay for loss of perishable **insured property** that spoils solely as a result of the **breakdown** or **electronic circuitry impairment**; and
- c. if Business Interruption/Extra Expense is covered by the policy to which this rider is attached, to pay for the Business Interruption/Extra Expense which results solely from the **breakdown** or **electronic circuitry impairment**.

2. Exclusions

This rider does not apply:

- a. to loss caused by or resulting from nuclear reaction or radiation, or radioactive contamination, however caused;
- b. to loss from a **breakdown** or **electronic circuitry impairment** caused by or resulting from:
 - 1) war, including undeclared or civil war;
 - 2) warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents;
 - 3) insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these; or
 - 4) strike, riot, civil commotion or sabotage;
- c. to loss caused by or resulting from pollution, contamination or damage by a **hazardous substance**, however caused, except as provided in Condition 7;
- d. to loss from a **breakdown** or **electronic circuitry impairment** caused by or resulting from:
 - 1) earth movement, including but not limited to earthquake, landslide, mud flow, subsidence, volcanic eruption, tidal wave or tsunami;
 - 2) wind, including but not limited to cyclone, tornado or hurricane;
 - 3) fire, smoke or combustion explosion; or
 - 4) water or other means used to extinguish a fire;

- e. to loss caused by or resulting from:
- 1) fire, smoke or combustion explosion; unless at the time of the **breakdown** or **electronic circuitry impairment to insured equipment**, which is an enclosed electrical or electronic machine or apparatus or an enclosed electrical panel, fire ensues inside such **insured equipment**, then we shall also be liable for the additional cost of such damage inside this **insured equipment**;
 - 2) flood, however, if a **breakdown** or **electronic circuitry impairment** of **insured equipment** results from a flood, damage or expense caused by the **breakdown** or **electronic circuitry impairment** is covered;
 - 3) lightning, if coverage for that cause of loss is provided by any other insurance in effect at the time of the loss;
 - 4) damage to **data**, except as provided in Condition 8; or
 - 5) escape of water resulting from a **breakdown** or **electronic circuitry impairment**;
- f. to loss from:
- 1) delay or interruption of business except as may be provided in Insuring Agreement 1.c.; or
 - 2) any other indirect result of a **breakdown** or **electronic circuitry impairment** except as may be provided in Insuring Agreement 1.b. and 1.c.;
- g. to loss caused by or resulting from:
- the partial or total failure, malfunction or loss of use of any electronic equipment, computer system, information repository, microchip, integrated circuit or other similar device due to:
- 1) the erasure, destruction, corruption, misappropriation or misinterpretation of **data**;
 - 2) any error in creating, amending, entering, deleting or using **data**;
 - 3) the inability to receive, transmit or use **data**; or
 - 4) the functioning or malfunctioning of the internet, intranet, local area networks, virtual private networks or similar facility, or of any internet address, website or similar facility;
- however, we shall pay for loss that ensues solely from the **breakdown** or **electronic circuitry impairment** of any other **insured equipment**.
- h. to loss caused by or resulting from a **breakdown** or **electronic circuitry impairment** caused directly or indirectly, in whole or in part, by **terrorism** or by any activity or decision of a government agency or other entity to prevent, respond to or terminate **terrorism**. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.
- As used herein **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;
- i. to loss covered under the property commercial building, equipment and stock form or under any extension endorsement attached thereto;

- j. to loss where payment would constitute a violation of, or expose us to a sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Canada, the United States of America, United Kingdom, or the European Union;
- k. to loss caused directly or indirectly by or resulting from any **cyber event**;
- l. to loss from a **breakdown** or **electronic circuitry impairment** caused by or resulting from vandalism or malicious acts that cause damage or destruction.

SECTION 2- CONDITIONS

1. Limit of Insurance

Our total liability from any **one breakdown** under Insuring Agreements 1.a. and 1.b. shall not exceed the Limit of Insurance as specified in the **Declarations** as applicable to this rider.

2. Business Interruption/Extra Expense

If the policy to which this rider is attached insures against Business Interruption/Extra Expense, but not otherwise, this rider also covers such Business Interruption/Extra Expense which results solely from a **breakdown** or **electronic circuitry impairment** of **insured equipment** subject to all the terms, provisions and conditions of the Business Interruption/Extra Expense coverages forming a part of this policy, and subject to the following additional provisions:

a. Notice of **breakdown** or **electronic circuitry impairment** and Commencement of Liability

You shall immediately give notice of **breakdown** or **electronic circuitry impairment** to any of our offices and that notice must be confirmed in writing. The commencement of our liability under this coverage shall be:

- 1) the time of the **breakdown** or **electronic circuitry impairment**; or
- 2) 24 hours before the notice of **breakdown** or **electronic circuitry impairment** is received, whichever is later.

b. Limit of Insurance

Under Insuring Agreement 1c., our liability for Business Interruption/Extra Expense shall be separate from and in addition to the Limit of Insurance specified in the **Declarations** applicable to this rider. This liability, however, is not to exceed the limit of Business Interruption/Extra Expense specified for this coverage in the policy.

3. Expediting Expenses

If there is a **breakdown** or **electronic circuitry impairment** of **insured equipment**, we shall pay the reasonable extra cost to:

- a. make temporary repairs;
- b. expedite permanent repairs; or
- c. expedite permanent replacement;

of the **insured equipment** or other **insured property** which is directly damaged by the **breakdown** or **electronic circuitry impairment**.

4. **By-Laws**

If prior to the time of a **breakdown** or **electronic circuitry impairment** of **insured equipment** there is in force a law, by-law, ordinance, regulation, rule or ruling regulating or restricting repair, alteration, use, operation, construction or installation of **insured property**, we shall be liable under this rider for:

- a. the increase in cost of repair or replacement of both damaged and undamaged property (including any demolition and site clearing costs) which is necessary to meet the minimum requirements of the law, by-law, ordinance, regulation, rule or ruling; and
- b. if Business Interruption/Extra Expense is provided by this rider, but not otherwise, the increase in Business Interruption/Extra Expense caused solely as a result of the law, by-law, ordinance, regulation, rule or ruling.

5. **Professional Fees/Auditors Fees**

If the policy to which this rider is attached covers Professional Fees or Auditors Fees, but not otherwise, this rider also covers such Professional or Auditors Fees subject to the limit specified for this coverage in the policy.

6. **Service Interruption**

If there is a **breakdown** or **electronic circuitry impairment** of equipment not owned or operated by you, we shall be liable:

- a. for loss of perishable **insured property** which spoils; and
- b. only if Business Interruption/Extra Expense insurance is provided by this rider , for Business Interruption/Extra Expense;

but only if the equipment is:

- 1) of a type described in the definition of **insured equipment**;
- 2) located on or within 1000 metres of your **premises**;
- 3) owned by the building owner of your **premises** or by a public utility company; and
- 4) used to supply steam, gas, air, water, refrigeration, electricity, air conditioning, heating or communication services to your **premises**.

Service Interruption and Cloud Computing

With respect to Coverage described under Insuring Agreement 1.c., we shall be liable for loss under said Coverage from a **breakdown** or **electronic circuitry impairment** to equipment not owned or operated by you, which is used to supply **cloud computing services** to a location specified in the **Declarations** provided that the equipment:

- a. is of a type described in the definition of **insured equipment**; and
- b. is located in Canada, the United States of America, Puerto Rico or within any other country in which a location specified in the **Declarations** is located.

7. **Hazardous Substances**

If a **hazardous substance** is involved in or released by a **breakdown** or **electronic circuitry impairment** of **insured equipment**, we shall be liable to pay:

- a. the increase in cost to repair, replace, clean up or dispose of affected **insured property**; and
- b. if Business Interruption/Extra Expense coverage is provided by this rider, the increase in Business Interruption/Extra Expense loss because of the presence of **hazardous substances**;

however, in no event shall we be liable for loss in excess of the Limit of Insurance shown in the **Declarations**.

As used in this coverage, increase in cost or in loss is that cost or loss beyond that for which we would have been liable had no **hazardous substance** been present.

8. **Data Coverage**

We shall be liable for coverage described under Insuring Agreements 1.a. and 1.c. for the additional costs of repairing or replacing **data**, including the cost of gathering or assembling information if such **data** is lost or damaged, as a result of the following:

- a. a **breakdown** or **electronic circuitry impairment** to **insured equipment**; or
- b. a **breakdown** or **electronic circuitry impairment** to equipment not owned or operated by you which is used to supply **cloud computing services** to a location specified in the **Declarations** provided that the equipment is of a type described in the definition of **insured equipment**,

however, in no event shall we be liable for loss in excess of the Limit of Insurance shown in the **Declarations**.

We shall not be liable for **data** which is lost or damaged as a result of programming errors of any kind including the inability of software to correctly read, recognize, save, process or interpret any date or time.

9. **Off Premises Transportable Insured Equipment**

We shall be liable for loss under Coverage described in Insuring Agreements 1.a. and 1.c. from a **breakdown** or **electronic circuitry impairment** to transportable **insured equipment** that at the time of the **breakdown** or **electronic circuitry impairment** are not at a location specified in the **Declarations**, provided that the transportable **insured equipment**:

- a. is of a type described in the definition of **insured equipment**; and
- b. is at a location which is within Canada, the United States of America, Puerto Rico, or any other country in which a location specified in the **Declarations** is located.

Our liability for loss to any transportable **insured equipment** that is 3 years old or more from the date of purchase new, is its **actual cash value**.

We shall not be liable under this Coverage for loss to transportable **insured equipment**:

- 1) which is a refrigeration system and its accessory equipment mounted temporarily or permanently on a trailer or vehicle;
- 2) which is manufactured or distributed by you for sale;
- 3) which is a watercraft, aircraft or unmanned aerial vehicle (drone); or
- 4) resulting from collision, upset or external impact;

however, in no event shall we be liable for loss in excess of the Limit of Insurance shown in the **Declarations**.

10. **Public Relations**

With respect to Business Interruption Coverage described under Insuring Agreement 1.c., we shall be liable for reasonable costs for professional public relations services to create and disseminate communications, when the need for such communications arises directly from interruption of your business. These communications must be directed to one or more of the following:

- a. the media;
- b. the public; or
- c. your customers, clients or members.

Such costs must be incurred during the period of time that begins at the time of the **breakdown** or **electronic circuitry impairment** and continues until:

- 1) 30 consecutive calendar days after the date the **insured property** is repaired or replaced; or
- 2) the length of time as would be required with the exercise of due diligence and dispatch to rebuild, repair or replace such **insured property** as has been destroyed or damaged by the **breakdown** or **electronic circuitry impairment**.

Our liability for loss shall be the lesser of:

- a) 50% of the Business Interruption payment to you; or
- b) the Limit of Insurance shown in the **Declarations**.

11. **Green Coverage**

With respect to Property Damage described under Insuring Agreement 1.a., if **insured equipment** requires repair or replacement due to a **breakdown** or **electronic circuitry impairment**, we will pay the additional cost:

- a. to repair or replace damaged **insured property**, whichever is the lesser of the cost at the time of a **breakdown** or **electronic circuitry impairment**, using equipment, materials and service firms required or recommended by a **recognized environmental standards program**;
- b. to dispose of damaged **insured property** or equipment, if practicable, through a recycling process; and
- c. to flush out reconstructed space with up to 100% outside air using new filtration media.

With respect to any building that is **insured property** and was, at the time of the **breakdown** or **electronic circuitry impairment**, certified by a **recognized environmental standards program**, we will pay the additional costs:

- 1) to prevent lapse of such certification;
- 2) to reinstate the certification or replace it with an equivalent certification;
- 3) for an engineer authorized by a **recognized environmental standards program** to oversee the repair or replacement of the damaged **insured property**; and
- 4) for a professional engineer to commission or recommission your damaged mechanical, electrical, or electronic building systems.

As used in this coverage, additional costs mean those beyond what would have been payable in the absence of this Green Coverage.

This coverage applies in addition to any coverage that may apply under the Environmental and Efficiency Improvements or any other applicable coverage and only to **insured property** that must be repaired or replaced as a direct result of a **breakdown** or **electronic circuitry impairment**.

This provision does not apply to any property valued or insured on an **actual cash value** basis.

In no event shall we be liable for loss in excess of the Limit of Insurance shown in the **Declarations**.

12. Brands and Labels

If branded or labeled merchandise that is **insured property** is damaged as a direct result of a **breakdown** or **electronic circuitry impairment** but retains a salvage value, you may:

- a. stamp the word SALVAGE on the merchandise or its containers if the stamp will not physically damage the merchandise; or
- b. remove the brands or labels, if doing so will not physically damage the merchandise. You must re-label the merchandise or its containers to comply with any applicable law.

We will pay for the reasonable and necessary expenses you incur to perform either of these two actions to the extent that they do not exceed the amount recoverable from salvage.

We shall not be liable for loss under this Coverage if coverage is provided by any other policy of insurance in effect at the time of the loss whether collectable or not.

In no event shall we be liable for loss in excess of the Limit of Insurance shown in the **Declarations**.

13. Future Loss Avoidance

With respect to Coverage described in Insuring Agreement 1.a., we shall be liable for the cost to purchase and install **protective equipment** provided:

- a. you have received a payment for loss to **insured property** at a **location** specified in the **Declarations**;
- b. the **protective equipment** is installed at the location of the loss covered in clause a. above; and
- c. such **protective equipment** will reasonably reduce the likelihood of a future **breakdown** or **electronic circuitry impairment** similar to the loss covered in clause a.

We must receive invoices for any purchase or installation costs no later than 180 days from the date you received payment for the loss described in clause a. above.

Our liability for loss for any **one breakdown** shall be the lesser of:

- 1) 10% of any **eligible payment** made to you prior to any payment under this Coverage; or
- 2) the Limit of Insurance shown in the **Declarations**.

14. **Basis of Settlement**

a. Property Damage

Under Insuring Agreement 1.a., we agree to pay for **insured property** which is damaged, as follows:

- 1) on **media**, the cost of blank material;
- 2) on exposed film, records, manuscripts and drawings, the cost of blank material plus the cost of transcription;
- 3) on any heat exchanger that forms part of forced air heating equipment that is 5 years old or more from the date of purchase new, its **actual cash value**;
- 4) on all other **insured property**, the lesser of the cost at the time of the **breakdown** or **electronic circuitry impairment**
 - a) to repair; or
 - b) to replace with similar property of like kind, capacity, size, quality and function.

We shall not be liable:

- 1) for the cost of repairing or replacing any part or parts of a piece of equipment which is greater than the cost of repairing or replacing the entire piece of equipment;
- 2) for more than the cost to replace the property with other property of like kind, capacity, size, quality and function except as described in the Environmental and Efficiency Improvements clause;
- 3) for more than the cost to replace the property at the same or adjacent site; nor
- 4) for loss or damage to property which is useless or obsolete to you.

If the damaged property is not repaired or replaced within 12 months after the date of the **breakdown** or **electronic circuitry impairment**, our liability will only be for the **actual cash value** of the damaged property.

Environmental and Efficiency Improvements

Under Insuring Agreement 1.a. if **insured equipment** requires replacement due to a **breakdown** or **electronic circuitry impairment**, we shall pay the additional cost to replace with equipment that is better for the environment, or more efficient than the equipment being replaced. However, we will not pay more than 150% of what the cost would have been to replace with like kind, capacity, size, quality and function.

This provision does not apply to any property valued or insured on an **actual cash value** basis.

b. Spoilage

We shall pay under Insuring Agreement b. the amount that is spent to replace perishable **insured property** which spoils solely as a result of the **breakdown** or **electronic circuitry impairment** of **insured equipment**. If the **insured property** is not replaced, we shall only pay for the **actual cash value** of the property.

15. **Deductible**

From the total amount of loss, damage and expense for which we are liable following any **one breakdown** of **insured equipment** shall be subtracted the Deductible specified in the **Declarations**.

16. **Spares Mitigation**

If a **breakdown** or **electronic circuitry impairment** occurs to **spare insured equipment** that is in use due to a **breakdown** or **electronic circuitry impairment** to **insured equipment**, such **breakdown** or **electronic circuitry impairment** to **spare insured equipment** shall be considered as **one breakdown** and no additional Deductible shall apply.

The **breakdown** or **electronic circuitry impairment** to **spare insured equipment** must occur:

- a. within 14 days of the **breakdown** or **electronic circuitry impairment** to **insured equipment**; or
- b. before the policy expiry,

whichever is the lesser.

As used herein, **spare insured equipment** shall mean **insured equipment** acquired by you prior to the occurrence of loss under this rider and held specifically to spare existing operating equipment.

17. **Inspection**

We or our Reinsurer shall have the right to make inspections of **insured equipment** at any reasonable time. Neither this right to make inspections nor making them is an undertaking to you or others that the **insured equipment** is safe and not hazardous or injurious to health.

18. **Suspension**

Upon the discovery of **insured equipment** in or exposed to a dangerous condition, any representative of us or our Reinsurer may immediately suspend the Insurance against loss from the **breakdown** or **electronic circuitry impairment** of that equipment (which will include any insurance applying to the interest of any Mortgagee specified in the policy). Notice of suspension shall be given either at the Mailing Address specified in the **Declarations**, or at the location of the equipment. We or our Reinsurer agree to furnish a copy of the Suspension Notice to the Mortgagee. Once coverage has been suspended, it can only be reinstated by an endorsement issued to form part of this policy. You shall be allowed a pro-rata refund of premium for that equipment for the period that coverage is suspended.

SECTION 3- DEFINITIONS

Actual cash value	means the cost of replacing the damaged property with property of similar kind, capacity, size, quality and function less depreciation however caused. We will consider such items as the age, condition and normal life expectancy of the damaged property in determining depreciation
Breakdown	means a sudden and accidental failure of equipment resulting in physical damage which requires the repair or replacement of the equipment or a part of the equipment. Breakdown does not mean: <ol style="list-style-type: none">1. depletion, deterioration, corrosion or erosion of material;2. wear and tear;3. the functioning of any safety device or protective device; nor4. the failure of a structure or foundation supporting the equipment or a part of the equipment.
Cloud computing services	means professional, on-demand, self-service data storage or data processing services provided through the Internet or over telecommunications lines. This includes services known as IaaS (Infrastructure as a Service), PaaS (Platform as a Service), SaaS (Software as a Service) and NaaS (Network as a Service). This includes business models known as public clouds, community clouds and hybrid clouds. Cloud computing services include private clouds if such services are owned and operated by a third party.
Cyber event	means a hostile, illegal or transgressive act committed through electronic systems. This includes, but is not limited to, hacking, a denial of service attack, or the deployment of malware. However, cyber event shall not include any act as excluded in Exclusion 2.b.
Data	means facts, concepts, information, or software in a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment.
Electronic circuitry	means microelectronic components, including, but not limited to, circuit boards, integrated circuits, computer chips and disk drives.

Electronic circuitry impairment

shall mean a sudden and accidental failure of the **electronic circuitry of insured equipment**, in your care, custody or control, that causes the **insured equipment** to suddenly lose its ability to function as it had been functioning immediately before the failure. **Electronic circuitry impairment** shall not mean:

1. any condition that can be remedied by:
 - a. normal maintenance, including but not limited to replacing expendable parts, recharging batteries or cleaning;
 - b. rebooting, reloading or updating software or firmware; or
 - c. providing necessary power or supply.
2. any condition caused by or related to:
 - a. incompatibility of the **insured equipment** with any software or equipment installed, introduced or networked within the prior 30 days; or
 - b. insufficient size, capability or capacity of the **insured equipment**.
 - c. exposure to adverse environmental conditions including but not limited to change in temperature or humidity, unless such condition results in a loss of functionality. Loss of warranty shall not be considered a loss of functionality.

Eligible payment

means the total amount paid by us to you in the event of a loss.

Eligible payment does not mean:

1. any deductible or coinsurance amount;
2. any payment made for loss covered under Insuring Agreements 1.b. and 1.c.; or
3. any payment made after this policy has been cancelled or non-renewed.

Hazardous substance

is:

1. any pollutant, contaminant or other substance declared by a government authority to be hazardous to health or the environment, or
2. any mould, yeast, fungus or mildew including any spores or toxins created or produced by or emanating from such mould, yeast, fungus or mildew, whether or not allergenic, pathogenic or toxigenic.

However, a **hazardous substance** shall not include any communicable disease or infectious agent.

Insured equipment	<p>shall mean any equipment owned, leased, operated or controlled by you as described below:</p> <ol style="list-style-type: none"> 1. any boiler, fired or unfired pressure vessel normally subject to vacuum or internal pressure other than static pressure of contents, any refrigerating or air conditioning vessels and piping, any other piping and its accessory equipment, or any heat exchanger that forms part of forced air heating equipment, but not including: <ol style="list-style-type: none"> a. any boiler setting, any refractory or insulating material; b. any part of a boiler or fired pressure vessel that does not contain steam or water; nor c. any buried piping other than that contained in a duct, tunnel or runway, domestic and supply water piping, waste disposal piping, drainage piping, or sprinkler piping and its accessory equipment; 2. any mechanical or electrical equipment used for the generation, transmission or utilization of mechanical or electrical power, but not including: <ol style="list-style-type: none"> a. any vehicle or self-propelled mobile equipment, nor b. any lifting or safety cables, anchorages, car buffers or counterweight buffers forming part of an elevator system; 3. any electronic equipment, device, instrument or fibre optic cable used for research, diagnosis, treatment, communication, word processing, data processing, duplicating, monitoring or scanning.
--------------------------	---

Insured property	<p>is:</p> <ol style="list-style-type: none"> 1. property you own; or 2. property of others in your care, custody or control and for which you are legally liable.
-------------------------	--

Media	<p>means material on which data is recorded, such as magnetic tapes, hard disks or floppy disks.</p>
--------------	---

One breakdown	<p>If either the breakdown or electronic circuitry impairment of the insured equipment causes the breakdown or electronic circuitry impairment of the other insured equipment or a series of breakdowns or electronic circuitry impairments occur at the same time as a result of the same cause, they will all be considered as one breakdown.</p>
----------------------	--

Policy period	<p>means the period from 12:01 a.m. inception date to 12:01 a.m. expiry date as defined in the Declarations or included in any attached endorsement amending inception and expiry date.</p>
----------------------	--

Protective equipment

means the following:

1. electrical surge protection or single-phase protection equipment; or
2. any other permanently installed physical device with the principal function of safeguarding **insured equipment** from a **breakdown** or **electronic circuitry impairment**.

Recognized environmental standards program

means one of the following:

1. the ENERGY STAR® program;
2. the Canadian Green Building Council LEED® program; or
3. any nationally or internationally recognized environmental standards program designed to achieve energy savings and related objectives of the type included in the programs listed above.



ecclesiastical.ca

Form **SETL-001-EQB-AUG25-E**

Endorsement **ACV for Equipment 40+ Years Endorsement**

This endorsement modifies insurance provided by the Equipment Breakdown (TechAdvantage™) Rider.

It is agreed that Clause 14. Basis of Settlement is amended to read as follows:

14. **Basis of Settlement**

a. Property Damage

Under Insuring Agreement 1.a., we agree to pay for **insured property** which is damaged, as follows:

- 1) on **media**, the cost of blank material;
- 2) on exposed film, records, manuscripts and drawings, the cost of blank material plus the cost of transcription;
- 3) on any heat exchanger that forms part of forced air heating equipment that is 5 years old or more from the date of purchase new, its **actual cash value**;
- 4) on any other **insured equipment** that is 40 years old or more from the date of purchase new, its **actual cash value**;
- 5) on all other **insured property**, the lesser of the cost at the time of the breakdown or **electronic circuitry impairment**
 - a) to repair; or
 - b) to replace with similar property of like kind, capacity, size, quality and function.

We shall not be liable:

- 1) for the cost of repairing or replacing any part or parts of a piece of equipment which is greater than the cost of repairing or replacing the entire piece of equipment;
- 2) for more than the cost to replace the property with other property of like kind, capacity, size, quality and function except as described in the Environmental and Efficiency Improvements clause;
- 3) for more than the cost to replace the property at the same or adjacent site; nor
- 4) for loss or damage to property which is useless or obsolete to you.

If the damaged property is not repaired or replaced within 12 months after the date of the **breakdown** or **electronic circuitry impairment**, our liability will only be for the **actual cash value** of the damaged property.

Environmental and Efficiency Improvements

Under Insuring Agreement 1.a. if **insured equipment** requires replacement due to a **breakdown** or **electronic circuitry impairment**, we shall pay the additional cost to replace with equipment that is better for the environment, or more efficient than the equipment being replaced. However, we will not pay more than 150% of what the cost would have been to replace with like kind, capacity, size, quality and function.

This provision does not apply to any property valued or insured on an **actual cash value** basis.

b. Spoilage

We shall pay under Insuring Agreement b. the amount that is spent to replace perishable **insured property** which spoils solely as a result of the **breakdown** or **electronic circuitry impairment** of **insured equipment**. If the **insured property** is not replaced, we shall only pay for the **actual cash value** of the property.

OneProtect Comprehensive Crime Policy

Table of Contents

SECTION 1 – COVERAGES	2
SECTION 2 - EXCLUSIONS	6
SECTION 3 - GENERAL AGREEMENTS	10
SECTION 4 - CONDITIONS AND LIMITATIONS	12
SECTION 5 - DEFINITIONS	18

This policy is subject to its insuring agreements, exclusions, conditions and definitions as well as the **Declarations** and any endorsements forming part of this policy.

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 an Insured under this policy. The words “we”, “us” and “our” refer to Ecclesiastical Insurance as the Insurer providing this policy. Words and phrases that appear in **bold** are defined in the policy.

Headings throughout the entire policy are formatted for ease of identification only and shall not affect interpretation of this policy.

Various provisions in this policy restrict coverage.

Read the entire policy carefully to determine rights, duties and what is and is not covered.

SECTION 1 – COVERAGES

1. Insuring Agreements

Coverage is provided under the following Insuring Agreements if a Limit of Insurance is specified in the **Declarations** for the applicable Insuring Agreement. If an Insuring Agreement is indicated as Not Covered in the **Declarations**, there is no amount recoverable.

We agree to indemnify you for:

a. **Employee Dishonesty**

Loss of **money, securities** and **other property** which you shall sustain, to an amount not exceeding, in the aggregate, the Limit of Insurance specified in the **Declarations**, resulting directly from one or more **fraudulent or dishonest acts** committed by an **employee**, acting alone or in collusion with others.

b. Loss Inside the **Premises**

- 1) Loss of **money** and **securities** by the actual destruction, disappearance or wrongful abstraction thereof within the **premises** or within any **banking premises** or similar recognized places of safe deposit.
- 2) Loss of:
 - a) **other property** by **safe burglary** or **robbery** within the **premises** or attempt thereat; and
 - b) a locked cash drawer, cash box or cash register by felonious entry into such container within the **premises** or attempt thereat or by felonious abstraction of such container from within the **premises** or attempt thereat.
- 3) Damage to the **premises** by such **safe burglary, robbery** or felonious abstraction, or by or following felonious entry into the **premises** or attempt thereat, provided with respect to damage to the **premises** that you are the owner thereof or are liable for such damage.

c. Loss Outside the **Premises**

- 1) Loss of **money** and **securities** by the actual destruction, disappearance or wrongful abstraction thereof outside the **premises** while being conveyed by a **messenger** or any armoured motor vehicle company, or while within the living quarters in the home of any **messenger**;
- 2) Loss of **other property** by **robbery** or attempt thereat outside the **premises** while such property is being conveyed by a **messenger** or any armoured motor vehicle company, or by theft while within the living quarters in the home of any **messenger**.

d. Money Orders and Counterfeit Paper Currency

Loss due to the acceptance in good faith, in exchange for merchandise, **money** or services, of any bank, post office or express money order, issued or purporting to have been issued by any bank, post office or express company, if such money order is not paid upon presentation, or due to the acceptance in good faith in the regular course of business of counterfeit Canadian or United States of America paper currency.

e. Depositors' Forgery

Loss which you or any bank which is included in your proof of loss and in which you carry a chequing or savings account, as your respective interests may appear, shall sustain through forgery or alteration of, on or in any cheque, draft, promissory note, bill of exchange or similar written promise, order or direction to pay a sum certain in **money**, made or drawn by or drawn upon you, or made or drawn by one acting as your agent, or purporting to have been made or drawn as hereinbefore set forth, including:

- 1) any cheque or draft made or drawn in your name, payable to a fictitious payee and endorsed in the name of such fictitious payee;
- 2) any cheque or draft procured in a face-to-face transaction with you, or with one acting as your agent, by anyone impersonating another and made or drawn payable to the one so impersonated and endorsed by anyone other than the one so impersonated; and
- 3) any payroll cheque, payroll draft or payroll order made or drawn by you, payable to bearer as well as to the named payee and endorsed by anyone other than the named payee without authority from such payee;

whether or not any endorsement mentioned in e.1), 2) or 3) be a forgery within the law of the place controlling the construction thereof. Mechanically reproduced facsimile signatures are treated the same as handwritten signatures.

You shall be entitled to priority of payment over loss sustained by any aforesaid bank. Loss under this Insuring Agreement, whether sustained by you or such bank, shall be paid directly to you in your name, except in cases where such bank shall have already fully reimbursed you for such loss. Our liability to such bank for such loss shall be a part of and not in addition to the Limit of Insurance applicable to your office to which such loss would have been allocated had such loss been sustained by you.

If you or such bank shall refuse to pay any of the foregoing instruments made or drawn as hereinbefore set forth, alleging that such instruments are forged or altered, and such refusal shall result in a suit being brought against you or such bank to enforce such payment and we shall give our written consent to the defense of such suit, then any reasonable attorneys' fees, court costs, or similar legal expenses incurred and paid by you or such bank in such defense shall be construed to be a loss under this Insuring Agreement and our liability for such loss shall be in addition to any other liability under this Insuring Agreement.

f. Credit Card Forgery

Loss which you shall sustain through forgery or alteration of, on or in any written instrument required in conjunction with any credit card issued to you, or to any partner, officer or **employee** of yours, provided, however, that this Insuring Agreement shall only apply if you have fully complied with the provisions, conditions, and other terms under which such credit card has been issued.

g. **Computer Fraud** and **Funds Transfer Fraud**

- 1) Loss of or damage to **money**, **securities** and **other property** resulting directly from **computer fraud**;
- 2) Loss of **money** and **securities** resulting directly from **funds transfer fraud**.

h. Incoming Cheque Forgery

Loss which you shall sustain through forgery or alteration of, on or in any cheque or draft drawn upon or by any bank, or any cheque or draft drawn by any corporation upon itself or any cheque or written order or direction to pay a sum certain in **money** drawn by any public body upon itself or any warrant drawn by any public body, which you shall receive at any office, while such office is covered under this Insuring Agreement, in payment or purported payment for personal property sold and delivered or for services rendered, but excluding all loss caused by forgery or alteration of, on or in any instrument received by you in purported payment for property previously sold and delivered on credit.

Our liability on account of any instrument covered under this Insuring Agreement shall be 75% of your pecuniary interest in the instrument (not to exceed, however, the Limit of Insurance as hereinafter set forth applicable to the office at which such instrument was received), such pecuniary interest to be determined by:

- 1) the amount paid or purporting to have been paid to you for the property,
- 2) the amount paid or purporting to have been paid to you for the services rendered, and
- 3) the amount of cash, if any, delivered against such instrument, over and above 1) and 2) immediately preceding.

Mechanically reproduced facsimile signatures are treated the same as handwritten signatures.

2. Extensions of Coverage

The Limits of Insurance, as specified in the **Declarations** for the following Extensions of Coverage, are in addition to the Limits of Insurance for coverages provided in **SECTION 1 - COVERAGES**.

a. Professional Expenses

This extension of coverage insures the reasonable fees payable to your accountants, auditors or other professionals (excluding the cost of services rendered by your **employees** or any expense associated with the use of lawyers, public adjusters, loss appraisers or loss consultants), for producing and certifying particulars or details of other proofs, information or evidence as may be required by us for the purpose of investigating or verifying the quantum of any claim under Insuring Agreements a. through h. of this policy.

With respect to this extension of coverage, exclusion 1. n. of **SECTION 2 – EXCLUSIONS** shall not apply.

The maximum amount payable under this extension of coverage is the Limit of Insurance specified in the **Declarations** in any one occurrence.

b. Third Party Bond Extension

Insuring Agreement a. **Employee Dishonesty** is extended to include loss of **money, securities and other property** sustained by a third party at their premises, through any acts of dishonesty (as defined herein) committed by any of your **employees**, acting alone or in collusion with others (other than if the collusion is with such third party, or an **employee** or agent of such third party), during the course of their employment.

This extension of coverage is for your benefit only. It provides no rights or benefits to any other person or organization. Any claim for coverage under this extension must be presented by you.

The maximum amount payable under this extension of coverage is the Limit of Insurance specified in the **Declarations** in any one occurrence.

c. Special Events and Holiday Increase in Coverage

The Limits of Insurance specified in the **Declarations** for Insuring Agreements b. Loss Inside the **Premises** and c. Loss Outside the **Premises** are each increased by 50%, for any covered loss which occurs during the period beginning 24 hours before each special event or holiday and terminating 24 hours following such event or holiday.

SECTION 2 - EXCLUSIONS

1. Exclusions

This policy does not apply:

- a. to loss due to any fraudulent, dishonest or criminal act committed by you or any of your partners, whether acting alone or in collusion with others;
- b. under Insuring Agreement a. **Employee Dishonesty**, to loss, or that part of any loss, the proof of which, either as to its factual existence or as to its amount, is dependent upon an inventory computation or a profit and loss computation;
- c. to loss due to any fraudulent, dishonest or criminal act committed by an **employee**, director, trustee or authorized representative of yours, while in your regular service or otherwise, and whether acting alone or in collusion with others, except when covered under Insuring Agreement a. **Employee Dishonesty**;
- d. to loss or damage caused directly or indirectly in whole or in part by war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
- e. to loss or damage caused directly or indirectly by:
 - 1) any nuclear incident (as defined in the Nuclear Liability Act, or any other nuclear liability act, law or statute, or any law amendatory thereof) or nuclear explosion; or
 - 2) contamination by radioactive material;
- f. under Insuring Agreements b. Loss Inside the **Premises** and c. Loss Outside the **Premises**, to loss:
 - 1) resulting from the giving or surrendering of **money** or **securities** in any exchange or purchase; or
 - 2) resulting from accounting or arithmetical errors or omissions; or
 - 3) of manuscripts, books of account or records;
- g. under Insuring Agreement b. Loss Inside the **Premises**, to loss of **money** contained in any coin operated device or vending machine, unless the amount of **money** deposited within the device or machine is recorded by a continuous recording instrument therein;
- h. under Insuring Agreement c. Loss Outside the **Premises**, to loss of insured property while in the custody of any armored motor vehicle company, unless such loss is in excess of the amount recovered or received by you under:
 - 1) your contract with said armored motor vehicle company;
 - 2) insurance carried by said armored motor vehicle company for the benefit of users of its service; and
 - 3) all other insurance and indemnity in force in whatsoever form carried by or for the benefit of users of said armored motor vehicle company's service, and then this policy shall cover only such excess;
- i. under Insuring Agreements b. Loss Inside the **Premises** and c. Loss Outside the **Premises**, to loss resulting from fire, however caused, except for loss of or damage to **money** and **securities** and loss from damage to a safe or vault;

- j. to loss of or damage to **money, securities** and **other property** after it has been transferred or surrendered to a person or place outside the **premises** or **banking premises** on the basis of unauthorized instructions as a result of a threat to do:
 - 1) bodily harm to any person; or
 - 2) damage to the **premises** or property owned by you, or held by you, in any capacity;provided, however, this exclusion does not apply:
 - a) to Insuring Agreement a. **Employee Dishonesty** if coverage is afforded thereunder;
 - b) under Insuring Agreement c. Loss Outside the **Premises**, if coverage is afforded thereunder, to loss of **money, securities** or **other property** while being conveyed by a **messenger** if you had no knowledge of any such threat at the time the conveyance was initiated; or
 - c) under Insuring Agreement c. Loss Outside the **Premises**, if coverage is afforded thereunder, to loss of **money, securities** or **other property** while being conveyed by a **messenger** if you had knowledge of any such threat at the time the conveyance was initiated, but the loss was not related to the threat.
- k. to the defense of any legal proceeding brought against you, or to fees, costs or expenses incurred or paid by you in prosecuting or defending any legal proceeding whether or not such proceeding results or would result in a loss to you covered by this policy, except as may be specifically stated to the contrary in this policy;
- l. to potential income, including but not limited to interest and dividends, not realized by you because of a loss covered under this policy;
- m. to payment of damages of any type for which you are legally liable, except compensatory damages arising directly from a loss covered under this policy;
- n. to payment of costs, fees or other expenses incurred by you in establishing the existence of, or amount of loss covered under this policy;
- o. under Insuring Agreement b. Loss Inside the **Premises**, to loss of **money, securities** and **other property** which has been transferred by any computer to a person or to a place outside the covered **premises** on the basis of unauthorized electronic instructions;
- p. under Insuring Agreement b. Loss Inside the **Premises**, to loss resulting from you, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

2. Additional Exclusions

- a. **Data** Exclusion
 - 1) This policy does not insure **data**.
 - 2) This policy does not insure loss or damage caused directly or indirectly by a **data problem**.

In the event that the language of this **Data** Exclusion conflicts or contradicts with any term or condition elsewhere in the policy, this clause shall prevail over such term or condition.

b. **Fungi and Spores** Exclusion

This policy does not insure:

- 1) loss or damage consisting of or caused directly or indirectly, in whole or in part, by any **fungi** or **spores** unless such **fungi** or **spores** are directly caused by or directly resulting from fire, lightning, explosion, impact by aircraft, spacecraft or land vehicle, riot, vandalism or malicious acts, smoke, windstorm or hail, leakage from fire protective equipment, earthquake, tsunami, sewer back-up, flood, freeze or weight of snow, and the loss or damage is not otherwise excluded in this policy; or
- 2) the cost or expense for testing, monitoring, evaluating or assessing of **fungi** or **spores**.

In the event that the language of this **Fungi and Spores** Exclusion conflicts or contradicts with any term or condition elsewhere in the policy, this clause shall prevail over such term or condition.

c. Pollution Exclusion

This policy does not insure:

- 1) loss or damage caused directly or indirectly by any actual or alleged spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants**, nor the cost or expense of any resulting **clean up**; or
- 2) cost or expense for any testing, monitoring, evaluating or assessing of an actual, alleged, potential, or threatened spill, discharge, dumping, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants**.

In the event that the language of this Pollution Exclusion conflicts or contradicts with any term or condition elsewhere in the policy, this clause shall prevail over such term or condition.

d. Terrorism Exclusion

This policy does not insure loss or damage caused directly or indirectly, in whole or in part, by **terrorism** or by any activity or decision of a government agency or other entity to prevent, respond to or terminate **terrorism**, from any cause whatsoever. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect.

In the event that the language of this **Terrorism** Exclusion conflicts or contradicts with any term or condition elsewhere in the policy, this clause shall prevail over such term or condition.

e. Cyber Loss Exclusion

This policy does not insure any:

- 1) **cyber loss**; or
- 2) loss or damage, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **computer system data**, including any amount pertaining to the value of such **computer system data**.

SECTION 2 - EXCLUSIONS

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect.

This exclusion does not apply to Insuring Agreement g. **Computer Fraud** and **Funds Transfer Fraud**.

In the event that the language of this **Cyber Loss** Exclusion conflicts or contradicts with any term or condition elsewhere in the policy, this clause shall prevail over such term or condition.

SECTION 3 - GENERAL AGREEMENTS

1. Consolidation-Merger

If through consolidation or merger with, or purchase of assets of, some other entity, any additional persons shall become **employees**, or if you shall acquire the use and control of any additional **premises**, the insurance afforded by this policy shall also apply as respects such **employees** and **premises**, provided you shall give us written notice thereof within 30 days thereafter and shall pay us an additional premium computed pro-rata from the date of such consolidation, merger or purchase to the end of the current policy period.

2. Joint Insured

If more than one Insured is named in the **Declarations**, the first Named Insured shall act for itself and for every other Insured for all purposes of this policy.

Knowledge possessed or discovery made by any Insured or by any partner or officer of that Insured shall, for the purpose of Clause 5. (Prior Fraud, Dishonesty or Cancellation); Clause 6. (Loss – Notice – Proof – Action Against Insurer); and Clause 13. (Cancellation as to any **Employee**) of **SECTION 4 - CONDITIONS AND LIMITATIONS** constitute knowledge possessed or discovery made by every Insured.

Cancellation of the insurance hereunder as respects any **employee** as provided in Clause 13. (Cancellation as to any **Employee**) of **SECTION 4 - CONDITIONS AND LIMITATIONS** shall apply to every Insured.

If, prior to the cancellation or termination of this policy, any Insuring Agreement hereof is cancelled or terminated as to any Insured, there shall be no liability for any loss sustained by such Insured unless discovered within one year from the date of such cancellation or termination.

Payment by us to the first Named Insured of any loss under this policy shall fully release us on account of such loss. If the first Named Insured ceases for any reason to be covered under this policy, then the Insured next named shall thereafter be considered the first Named Insured for all purposes of this policy.

3. Loss Under Prior Bond or Policy

If the coverage of an Insuring Agreement of this policy, other than Insuring Agreement e. Depositors' Forgery, is a substitute for any prior bond or policy of insurance carried by you or by any predecessor in your interest, which prior bond or policy is terminated, cancelled or allowed to expire as of the time of such substitution, we agree that such Insuring Agreement applies to loss which is discovered as provided in Clause 1. Policy Period, Territory, Discovery of **SECTION 4 - CONDITIONS AND LIMITATIONS** and which would have been recoverable by you or such predecessor under such prior bond or policy except for the fact that the time within which to discover loss thereunder had expired, provided:

- a. the insurance under this General Agreement 3. shall be a part of and not in addition to the Limit of Insurance afforded by the applicable Insuring Agreement of this policy;
- b. such loss would have been covered under such Insuring Agreement had such Insuring Agreement with its agreements, conditions and limitations as of the time of such substitution been in force when the acts or events causing such loss were committed or occurred; and

- c. recovery under such Insuring Agreement on account of such loss shall in no event exceed the amount which would have been recoverable under such Insuring Agreement in the amount for which it is written as of the time of such substitution, had such Insuring Agreement been in force when such acts or events were committed or occurred, or the amount which would have been recoverable under such prior bond or policy had such prior bond or policy continued in force until the discovery of such loss, if the latter amount be smaller.

Insuring Agreement e. Depositors' Forgery shall also cover loss sustained by you at any time before the termination or cancellation of Insuring Agreement e. Depositors' Forgery which would have been recoverable under the coverage of some similar policy of forgery insurance (exclusive of fidelity insurance) carried by you or any predecessor in your interest, had such prior forgery insurance given all of the coverage afforded under Insuring Agreement e. Depositors' Forgery, provided, with respect to loss covered by this paragraph:

- 1) the coverage of Insuring Agreement e. Depositors' Forgery is substituted on or after the date hereof for such prior forgery coverage and you or such predecessor, as the case may be, carried such prior forgery coverage on the office at which such loss was sustained continuously from the time such loss was sustained to the date the coverage of Insuring Agreement e. Depositors' Forgery was substituted therefore;
- 2) at the time of discovery of such loss, the period for discovery of loss under all such prior forgery insurance has expired; and
- 3) if the Limit of Insurance carried under Insuring Agreement e. Depositors' Forgery applicable to the office at which such loss is sustained is larger than the amount applicable to such office under such prior forgery insurance and in force at the time such loss is sustained, then liability hereunder for such loss shall not exceed the smaller amount

SECTION 4 - CONDITIONS AND LIMITATIONS

1. Policy Period, Territory, Discovery

Loss is covered under this policy only if discovered not later than one year from the end of the policy period.

Subject to General Agreement 3. Loss Under Prior Bond or Policy:

- a. This policy, except under Insuring Agreements a. **Employee Dishonesty** and e. Depositors' Forgery, applies only to loss which occurs during the policy period within Canada and the continental United States of America.
- b. Insuring Agreement a. **Employee Dishonesty** applies only to loss sustained by you through **fraudulent or dishonest acts** committed during the policy period by any of the **employees** engaged in your regular service within the territory designated in a. above or while such **employees** are elsewhere for a limited period not exceeding 90 days.
- c. Insuring Agreement e. Depositors' Forgery applies only to loss sustained during the policy period.

2. Loss Caused by Unidentifiable Employee

If a loss is alleged to have been caused by the **fraudulent or dishonest acts** of any one or more of your **employees** and you shall be unable to designate the specific **employee** or **employees** causing such loss, you shall nevertheless have the benefit of Insuring Agreement a. **Employee Dishonesty**, subject to the provisions of General Agreement 2. Joint Insured of this policy, provided that the evidence submitted reasonably proves that the loss was in fact due to the **fraudulent or dishonest acts** of one or more of the said **employees**, and provided further, that our aggregate liability for any such loss shall not exceed the Limit of Insurance applicable to Insuring Agreement a. **Employee Dishonesty**, as specified in the **Declarations**.

3. Ownership Of Property; Interests Covered

The insured property covered under this policy may be owned by you or held by you for others or may be property for which you are legally liable. Insuring Agreements b. Loss Inside the **Premises**, c. Loss Outside the **Premises**, d. Money Orders and Counterfeit Paper Currency apply only to your interest in such property, including your liability to others, and do not apply to the interest of any other person or organization in any of said property unless included in your proof of loss, in which event the third paragraph of Clause 6. Loss – Notice – Proof – Action Against Insurer of **SECTION 4 - CONDITIONS AND LIMITATIONS** is applicable to them.

4. Books and Records

You shall keep records of all the insured property in such manner that we can accurately determine therefrom the amount of loss.

5. Prior Fraud, Dishonesty or Cancellation

The coverage of Insuring Agreement a. **Employee Dishonesty** shall not apply to any **employee** from and after the time that you or any of your partners, managers, officers, or trustees not in collusion with such **employee** shall have knowledge or information that such **employee** has committed any **fraudulent or dishonest act** in your service or otherwise, whether such act be committed before or after the date of employment by you.

If, prior to the issuance of this policy, any fidelity insurance in your favour or any predecessor in your interest and covering one or more of your **employees** shall have been cancelled as to any of such **employees** by reason of the giving of written notice of cancellation by the insurer issuing such fidelity insurance, whether the current insurer or not, and if such **employees** shall not have been reinstated under the coverage of said fidelity insurance or superseding fidelity insurance, we shall not be liable on account of such **employees** unless we shall agree in writing to include such **employees** within the coverage of Insuring Agreement a. **Employee Dishonesty**.

6. **Loss – Notice – Proof – Action Against Insurer**

Upon knowledge or discovery of loss or of an occurrence which may give rise to a claim for loss, you shall:

- a. give notice thereof as soon as practicable to us or any of our authorized agents, and also to the police if the loss is due to a violation of law except under Insuring Agreements a. **Employee Dishonesty** and e. Depositors' Forgery; and
- b. file detailed proof of loss, duly sworn to, with us within 4 months after the discovery of loss.

Proof of loss under Insuring Agreement e. Depositors' Forgery shall include the instrument which is the basis of claim for such loss, or if it shall be impossible to file such instrument, your affidavit or that of your bank of deposit setting forth the amount and cause of loss shall be accepted in lieu thereof.

Upon our request, you shall submit to examination by us, subscribe the same, under oath if required, and produce for our examination all pertinent records, all at such reasonable times and places as we shall designate and shall cooperate with us in all matters pertaining to loss or claims with respect thereto.

No action shall lie against us unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy, nor until 90 days after the required proofs of loss have been filed with us, nor at all unless commenced within two years from the date when you discover the loss. If any limitation of time for notice of loss or any legal proceeding herein contained is shorter than that permitted to be fixed by agreement under any statute controlling the construction of this policy, the shortest permissible statutory limitation of time shall govern and shall supersede the time limitation herein stated.

7. **Valuation – Payment – Replacement**

We will pay for loss of **money** but only up to and including its face value. We will pay for loss of **money** in Canadian currency determined by the rate of exchange on the day the loss was discovered.

In no event shall we be liable as respects **securities** for more than the actual cash value thereof at the close of business on the business day next preceding the day on which the loss was discovered, nor as respects **other property**, for more than the actual cash value thereof at the time of the loss; provided, however, the actual cash value of such **other property** held by you as a pledge, or as collateral for an advance or a loan, shall be deemed not to exceed the value of the property as determined and recorded by you when making the advance or loan, nor, in the absence of such record, the unpaid portion of the advance or loan plus accrued interest thereon at legal rates.

We may, with your consent, settle any claim for loss of property with the owner thereof. Any property for which we have made indemnification shall become our property.

In case of damage to the **premises** or loss of property other than **securities**, we shall not be liable for more than the actual cash value of such property, or for more than the actual cost of repairing such **premises** or property or of replacing same with property or material of like quality and value. We may, at our election, pay such actual cash value, or make such repairs or replacements. If we and you cannot agree upon such cash value or such cost of repairs or replacements, such cash value or such cost shall be determined by arbitration.

8. Recoveries

If you shall sustain any loss covered by this policy to which a deductible amount applies and such loss exceeds the applicable Limit of Insurance hereunder plus such deductible amount, you shall be entitled to all recoveries made after payment by us of loss covered by this policy (except from suretyship, insurance, reinsurance, security or indemnity taken by or for our benefit) by whomsoever made, less the actual cost of effecting such recoveries, until you are reimbursed for such excess loss; and any remainder, or, if there be no such excess loss, any such recoveries shall be applied first in our reimbursement for the settlement made and thereafter in your reimbursement for that part of such loss within such deductible amount.

9. Limits of Insurance

Payment of loss under Insuring Agreements a. **Employee Dishonesty**, e. Depositors' Forgery, f. Credit Card Forgery and h. Incoming Cheque Forgery shall not reduce our liability for other losses under the applicable Insuring Agreement whenever sustained.

Our total liability:

- a. under Insuring Agreement a. **Employee Dishonesty**, for all loss caused by any **employee** or in which such **employee** is concerned or implicated; or
- b. under Insuring Agreements e. Depositors' Forgery, f. Credit Card Forgery, or h. Incoming Cheque Forgery, for all loss by forgery or alteration committed by any person or in which such person is concerned or implicated, whether such forgery or alteration involves one or more instruments;

is limited to the applicable Limits of Insurance stated in the **Declarations**.

Our liability for loss sustained by any or all of the Insureds shall not exceed the amount for which we would be liable had all such loss been sustained by any one of the Insureds.

Except under Insuring Agreements a. **Employee Dishonesty**, e. Depositors' Forgery, f. Credit Card Forgery and h. Incoming Cheque Forgery, the applicable Limit of Insurance stated in the **Declarations** is the total limit of our liability with respect to all loss of property of one or more persons or organizations arising out of any one occurrence.

If one **employee** commits a series of similar or related **fraudulent or dishonest acts**, or if more than one **employee** is involved in an act or series of acts, we will consider this to be a single loss.

If more than one person or organization is covered under this policy, the Limit of Insurance as specified in the **Declarations** for Insuring Agreement a. **Employee Dishonesty** will apply to all of them together. In other words, each person or organization will not have the Limit of Insurance specified in the **Declarations**.

If any loss or damage is covered under more than one Insuring Agreement, coverage, or extension of coverage, the most we will pay for such loss or damage shall not exceed the largest Limit of Insurance applicable under any one of those Insuring Agreements, coverages or extensions of coverage as specified in the **Declarations**.

Regardless of the number of years this policy shall continue in force and the number of premiums which shall be payable or paid, the Limits of Insurance as specified in the **Declarations** shall not be cumulative from year to year or policy period to policy period.

The Limits of Insurance as expressed in this policy are in Canadian currency.

10. Limit Of Insurance Under This Policy and Prior Insurance

This clause shall apply only to Insuring Agreements a. **Employee** Dishonesty, e. Depositors' Forgery, f. Credit Card Forgery and h. Incoming Cheque Forgery.

With respect to loss caused by any person (whether one of the **employees** or not) or in which such person is concerned or implicated, or which is chargeable to any **employee** as provided in Clause 2. Loss Caused by Unidentifiable **Employee** of SECTION 4 – CONDITIONS AND LIMITATIONS, and which occurs partly during the policy period and partly during the period of other bonds or policies issued by us to you or to any predecessor in your interest and terminated or cancelled or allowed to expire and in which the period for discovery has not expired at the time any such loss thereunder is discovered, our total liability under this policy and under such other bonds or policies shall not exceed, in the aggregate, the single highest Limit of Insurance applicable to the loss among the Insuring Agreements of this policy or the other bonds or policies.

11. Other Insurance

Except in the province of Quebec, if there is available to you any other insurance or indemnity covering any loss covered by Insuring Agreement a. **Employee** Dishonesty or Insuring Agreement e. Depositors' Forgery, we shall be liable hereunder only for that part of such loss which is in excess of the amount recoverable or recovered from such other insurance or indemnity, except that if such other insurance or indemnity is a bond or policy of fidelity insurance, any loss covered under both such fidelity insurance and Insuring Agreement e. Depositors' Forgery shall first be paid under Insurance Agreement e. Depositors' Forgery.

Any loss covered under both Insuring Agreements a. **Employee** Dishonesty and e. Depositors' Forgery shall first be paid under Insuring Agreement e. Depositors' Forgery and the excess, if any, shall be paid under Insuring Agreement a. **Employee** Dishonesty. If this policy is governed by the law of Quebec, each of the Insurers under its respective contract are liable to you for their ratable proportion of the loss. We waive any right of contribution which we may have against any forgery insurance carried by any depository bank which is indemnified under Insuring Agreement e. Depositors' Forgery.

Under any other Insuring Agreement, if there is any other valid and collectible insurance which would apply in the absence of such Insuring Agreement, the insurance under this policy shall apply only as excess insurance over such other insurance, except in the province of Quebec where each of the Insurers under its respective contract is liable to you for its ratable proportion of the loss, provided this insurance shall not apply:

- a. to property which is separately described and enumerated and specifically insured in whole or in part by any other insurance; or
- b. to property otherwise insured unless such property is owned by you.

12. Subrogation

In the event of any payment under this policy, we shall be subrogated to all your rights of recovery therefor against any person or organization and you shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. You shall do nothing after loss to prejudice such rights.

13. Cancellation As to Any Employee

Insuring Agreement a. **Employee** Dishonesty shall be deemed cancelled as to any **employee**:

- a. immediately upon discovery by you, or by any of your partners, managers, officers, directors or trustees not in collusion with such **employee**, of any **fraudulent or dishonest act** committed by such **employee**; or

- b. except in the province of Quebec, at 12:01 a.m. standard time as aforesaid, upon the effective date specified in a written notice mailed to the first Named Insured by us. Such date shall be not less than 15 days after the date of mailing. The mailing of notice by us as aforesaid to you at the address shown in this policy shall be sufficient proof of notice. Delivery of such written notice by us shall be equivalent to mailing. In the province of Quebec, cancellation shall be made by endorsement only.

14. **Cancellation of Policy or Insuring Agreement**

This policy or any Insuring Agreement may be cancelled by you by mailing to us written notice stating when thereafter the cancellation shall be effective. This policy or any Insuring Agreement may be cancelled by us by mailing to the first Named Insured at the address shown in this policy written notice stating when not less than 15 days thereafter such cancellation shall be effective except in the Province of Quebec where the notice of cancellation takes effect 15 days after receipt of the notice at the last known address. The mailing of notice by us as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period for any affected Insuring Agreement. Delivery of such written notice either by you or by us shall be equivalent to mailing.

If you cancel, the earned premium shall be computed in accordance with the customary short rate table and procedure. If we cancel, the earned premium shall be computed pro-rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

15. **No Benefit to Bailee**

This clause shall apply only to Insuring Agreements b. Loss Inside the **Premises** and c. Loss Outside the **Premises**.

The insurance afforded by this policy shall not inure directly or indirectly to the benefit of any carrier or other bailee for hire.

16. **Assignment**

Assignment of interest under this policy shall not bind us until our consent is endorsed hereon; if, however, you shall die, or in the Province of Quebec, be declared bankrupt, this policy shall cover your legal representative, or in the Province of Quebec, the trustee in bankruptcy, as Insured, provided that notice of cancellation addressed to the Insured named in the **Declarations** and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.

17. **Changes**

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or stop us from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy signed by an authorized representative of ours.

18. **Deductible**

- a. We shall not be liable under Insuring Agreement a. **Employee Dishonesty** on account of loss through **fraudulent or dishonest acts** committed at any time, whether before or after this coverage is effective, by any **employee** or in which such **employee** is concerned or implicated, unless the amount of such loss, after deducting the net amount of all reimbursement and recovery, including any cash deposit taken by you, obtained or made by you, other than from any bond or policy of insurance issued by a surety or insurance company and covering such loss, or by us on account thereof prior to payment by us of such loss, shall be in excess of the amount of the deductible specified in the **Declarations**, and then for such excess only, but in no event for more than the Limit of Insurance carried under Insuring Agreement a. **Employee Dishonesty** on such loss.
- b. We shall not be liable under Insuring Agreements b. Loss Inside the **Premises**, c. Loss Outside the **Premises**, d. Money Orders and Counterfeit Paper Currency, f. Credit Card Forgery or Insuring Agreement g. **Computer Fraud** and **Funds Transfer Fraud** on account of any loss, except to the extent such loss is in excess of the amount of the deductible specified in the **Declarations**, with the insurance then applying to such excess only, subject otherwise to the applicable Limit of Insurance.
- c. We shall not be liable under Insuring Agreement e. Depositors' Forgery on account of loss through forgery or alteration committed by any person or in which such person is concerned or implicated, whether such forgery or alteration involves one or more instruments, unless such loss shall be in excess of the amount of the deductible specified in the **Declarations**, and then for such excess only, but in no event for more than the Limit of Insurance carried under Insuring Agreement e. Depositors' Forgery on such loss.

SECTION 5 - DEFINITIONS

Banking premises	means the interior of that portion of any building which is occupied by a banking institution in conducting its business.
Cash cards	means cards designed to store a cash value by electronic means as a mode of payment, without a personal identification number and without direct access to a bank or other account.
Clean up	means the removal, containment, treatment, decontamination, detoxification, stabilization, neutralization or remediation of pollutants , including testing which is integral to any of these processes.
Computer fraud	means the theft of money, securities and other property as the result of or directly related to the unauthorized access or entry into your computer system to fraudulently transfer property from inside your premises or from a banking location to a person (including any fictitious or false entity or payee), other than a messenger , outside the premises or to a place outside the premises . Computer Fraud does not include social engineering fraud .
Computer system	means any computer, hardware, software, electronic device, or communication or control system, (whether or not mobile or portable), including but not limited to any: <ol style="list-style-type: none">1. microcontroller or microprocessor;2. server, cloud or networking equipment;3. electronic machine, device or instrument;4. peripheral computer equipment, input, output, or data storage device; or5. application, program, process or code; owned or operated by you or any other party.
Computer system data	means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a computer system .
Custodian	means you, or your partner, or any employee who is duly authorized by you to have the care and custody of your property within the premises , excluding any person while acting as a watchman, porter or janitor.
Cyber act	means an unauthorized, malicious or criminal act or series of related unauthorized malicious or criminal acts, regardless of time and place, or the threat or hoax thereof, involving access to, processing of, use of or operation of any computer system .

Cyber incident means:

1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system**; or
2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system**.

Cyber loss means any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **cyber act** or **cyber incident** including, but not limited to, any action taken or to be taken in controlling, preventing, suppressing or remediating any **cyber act** or **cyber incident**.

Data means representations of information or concepts, in any form.

Data problem means:

1. erasure, destruction, corruption, misappropriation, misinterpretation of **data**;
2. error in creating, amending, entering, deleting or using **data**; or
3. inability to receive, transmit or use **data**.

Declarations means the Declarations Page(s) applicable to this policy.

Employee(s) means any natural person (except your directors or trustees, if a corporation, who are not also an officer or employee thereof in some other capacity) while in your regular service in the ordinary course of your business, including persons hired through an intervening employment agency or employer, during the policy period and whom you compensate directly or indirectly by salary, wages or commissions and have the right to govern and direct in the performance of such service, but does not mean any broker, factor, commission merchant, consignee, contractor or other agent or representative of the same general character. As applied to loss under Insuring Agreement a. Employee Dishonesty, the above words "while in your regular service" shall include the first 30 days after termination of service, subject however, to Clause 13. Cancellation as to any Employee and Clause 14. Cancellation of Policy or Insuring Agreement of **SECTION 4 - CONDITIONS AND LIMITATIONS** of this policy.

Volunteers shall be deemed to be employees, but only while performing acts coming within the scope of the usual duties of an employee.

Fraudulent or dishonest acts means only fraudulent or dishonest acts committed by any **employee** with the manifest intent:

1. to cause you to sustain such loss; and
2. to obtain financial benefit for the **employee**, or for any other person or organization intended by the **employee** to receive such benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other **employee** benefits earned in the normal course of employment).

This definition of Fraudulent or dishonest acts does not apply to Clause 5. Prior Fraud, Dishonesty or Cancellation or Clause 13. Cancellation as to any **Employee** of SECTION 4 - **CONDITIONS AND LIMITATIONS** of this policy.

Funds transfer fraud means:

1. an electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent, directing a financial institution to transfer, pay or deliver **money** or **securities** from your **transfer account**; or
2. a written instruction issued by you, which was forged or altered by someone other than you without your knowledge or consent or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent, directing a financial institution to transfer, pay or deliver **money** or **securities** from your **transfer account**; or
3. an electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by you which purports to have been transmitted by an **employee** but which was in fact fraudulently transmitted by someone else without your or the **employee's** knowledge or consent, directing a financial institution to transfer, pay or deliver **money** or **securities** from your **transfer account**.

Funds transfer fraud does not include **social engineering fraud**.

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.

Loss except under Insuring Agreements a. **Employee** Dishonesty and e. Depositors' Forgery includes damage.

Messenger means you or your partner or any **employee** who is duly authorized by you to have the care and custody of your property outside the **premises**.

Money	means currency, coins, bank notes, bullion, traveler's cheques, registered cheques and money orders held for sale to the public.
--------------	--

Other property	means any tangible property other than money and securities that has intrinsic value but does not include any property excluded under this policy.
-----------------------	--

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

Premises	means the interior of that portion of any building which is occupied by you in conducting your business. As respects robbery only, the premises shall also include the space immediately surrounding such building.
-----------------	--

Robbery	means the taking of insured property: <ol style="list-style-type: none">1. by violence inflicted upon a messenger or a custodian;2. by putting a messenger or a custodian in fear of violence;3. by any other overt felonious act committed in the presence of a messenger or a custodian and of which the messenger or custodian was actually cognizant, provided such other act is not committed by a partner or employee of yours;4. from the person or direct care and custody of a messenger or custodian who has been killed or rendered unconscious; or5. under Insuring Agreement b. Loss Inside the Premises:<ol style="list-style-type: none">a. from within the premises by means of compelling a messenger or custodian by violence or threat of violence while outside the premises to admit a person into the premises or to furnish him with means of ingress into the premises; orb. from a showcase or show window within the premises while regularly open for business, by a person who has broken the glass thereof from outside the premises.
----------------	---

Safe burglary	<p>means:</p> <ol style="list-style-type: none"> 1. the felonious abstraction of insured property from within a vault or safe, the door of which is equipped with a combination lock, located within the premises by a person making felonious entry into such vault or such safe and any vault containing the safe, when all doors thereof are duly closed and locked by all combination locks thereon, provided such entry shall be made by actual force and violence, of which force and violence there are visible marks upon the exterior of: <ol style="list-style-type: none"> a. all of said doors of such vault or such safe and any vault containing the safe, if entry is made through such doors; or b. the top, bottom or walls of such vault or such safe and any vault containing the safe through which entry is made, if not made through such doors; 2. the felonious abstraction of such safe from within the premises.
Securities	<p>means all negotiable and non-negotiable instruments or contracts representing either money or other property and includes revenue and other stamps in current use, tokens and tickets, cash cards, but does not include money.</p>
Social engineering fraud	<p>means the intentional misleading of an employee, through misrepresentation of a material fact which is relied upon by an employee, believing it to be genuine.</p>
Spores	<p>includes, but is not limited to, one or more reproductive particles or microscopic fragments produced by, emitted from or arising out of any fungi.</p>
Terrorism	<p>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 sector of the public.</p>
Transfer account	<p>means an account maintained by you at a financial institution from which you can initiate the transfer, payment or delivery of money and securities:</p> <ol style="list-style-type: none"> 1. by means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly through an electronic funds transfer system; or 2. by means of written instructions establishing the conditions under which such transfers are to be initiated by such financial institution through an electronic funds transfer system.
Volunteer	<p>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.</p>



ecclesiastical.ca

OneProtect Commercial General Liability Policy

Table of Contents

SECTION 1 – COVERAGES	2
Coverage A. Bodily Injury and Property Damage Liability.....	2
Coverage B. Personal and Advertising Injury Liability.....	7
Coverage C. Medical Payments.....	9
Coverage D. Tenants’ Legal Liability.....	10
Common Exclusions – Coverages A, B, C and D	12
Supplementary Payments – Coverages A, B, and D.....	15
SECTION 2 – WHO IS AN INSURED	17
SECTION 3 – LIMITS OF INSURANCE AND DEDUCTIBLES	19
SECTION 4 – COMMERCIAL GENERAL LIABILITY CONDITIONS	21
SECTION 5 – DEFINITIONS	26

This policy is subject to its Insuring Agreements, Exclusions, Conditions and Definitions as well as the Declarations and any Endorsements forming part of this policy.

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 2 – WHO IS AN INSURED. The word “insured” means any person or organization qualifying as such under SECTION 2 - WHO IS AN INSURED. The words “we”, “us” and “our” refer to Ecclesiastical Insurance as the Insurer providing this policy. Words and phrases that appear in **bold** are defined in the policy.

Headings throughout the entire policy are formatted for ease of identification only and shall not affect interpretation of this policy.

Various provisions in this policy restrict coverage.

Read the entire policy carefully to determine rights, duties and what is and is not covered.

SECTION 1 – COVERAGES

1. Coverage A. Bodily Injury and Property Damage Liability

a. Insuring Agreement

- 1) 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:
 - a) The amount we will pay for **compensatory damages** is limited as described in **SECTION 3 – LIMITS OF INSURANCE AND DEDUCTIBLES**; and
 - b) 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.

- 2) This insurance applies to **bodily injury** and **property damage** only if:
 - a) The **bodily injury** or **property damage** is caused by an **occurrence** that takes place in the **coverage territory**; and
 - b) The **bodily injury** or **property damage** occurs during the **policy period**; and
 - c) Prior to the **policy period**, no insured listed under Paragraph 1. of **SECTION 2 – 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**, that the **bodily injury** or **property damage** occurred, then any continuation, change or resumption of such **bodily injury** or **property damage** during or after the **policy period** will be deemed to have been known prior to the **policy period**.
- 3) **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 2 – 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**.
- 4) **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 2 – WHO IS AN INSURED** or any **employee** authorized by you to give or receive notice of an **occurrence** or claim:
 - a) Reports all, or any part, of the **bodily injury** or **property damage** to us or any other insurer;
 - b) Receives a written or verbal demand or claim for **compensatory damages** because of the **bodily injury** or **property damage**; or

- c) Becomes aware by any other means that **bodily injury** or **property damage** has occurred or has begun to occur.
 - 5) **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**.
- b. Exclusions

This insurance does not apply to:

- 1) 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.

- 2) 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**:

- a) That the insured would have in the absence of the contract or agreement; or
- b) 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:
 - (1) Liability to such party for, or for the cost of, that party's defence has also been assumed in the same **insured contract**; and
 - (2) Such legal fees and litigation expenses are for defence of that party against a civil or alternative dispute resolution proceeding in which **compensatory damages** to which this insurance applies are alleged.

- 3) Workers' Compensation and Similar Laws and Regulations

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

- 4) Employer's Liability

Bodily injury to:

- a) An **employee** of the insured arising out of and in the course of:
 - (1) Employment by the insured; or
 - (2) Performing duties related to the conduct of the insured's business; or

- b) The spouse, child, parent, brother or sister of that **employee** as a consequence of Paragraph b. 4) a) above.

This exclusion applies:

- c) Whether the insured may be liable as an employer or in any other capacity; and
- d) 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:

- e) Liability assumed by the insured under an **insured contract**; or
- f) 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.

5) 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:

- a) Any aircraft, air cushion vehicle or watercraft that is owned, operated by, or rented or loaned to any insured; or
- b) 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, operated by, or rented or loaned to any insured.

This exclusion does not apply to:

- c) A watercraft while ashore on premises that you own or rent;
- d) A watercraft you do not own that is:
 - (1) Less than 8 metres long; and
 - (2) Not being used to carry persons or property for a charge;
- e) **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.

6) **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** that is 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 applies even if the claims against any insured alleges 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:

- a) **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.
- b) **Bodily injury** or **property damage** arising out of a defective condition in, or improper maintenance of, any **automobile** that is 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.
- c) **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, but this exception does not apply when such equipment is used for the purpose of **loading or unloading**.
- d) **Bodily injury** or **property damage** arising out of **loading or unloading** if such operations are precluded from coverage under the motor vehicle provisions of any provincial or territorial act or regulation.

7) **Damage to Property**

Property damage to:

- a) 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;
- b) Premises you sell, give away or abandon, if the **property damage** arises out of any part of those premises;
- c) Property loaned to you;
- d) Personal property in your care, custody or control;

- e) 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
- f) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraph b) of this exclusion does not apply if the premises are **your work** and were never occupied, rented or held for rental by you.

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

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

8) Damage to **Your Product**

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

9) 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.

10) 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:

- a) A defect, deficiency, inadequacy or dangerous condition in **your product** or **your work**; or
- b) 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.

11) 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:

- a) **Your product**;
- b) **Your work**; or
- c) **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.

12) **Property damage** arising out of:

- a) The use of explosives for blasting;

- b) Vibration from pile driving or caisson work; or
- c) The removal or weakening of support of any property, building or land whether such support be natural or otherwise.

This exclusion does not apply:

- d) To **property damage** arising out of work performed on behalf of you by any contactor or subcontractor;
- e) To **property damage** included within the **products-completed operations hazards**.

13) Personal and Advertising Injury

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

14) 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.

15) Access or Disclosure of Confidential or Personal Information

Compensatory damages arising out of any access to or disclosure of any person's or organization's confidential or personal information, including but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information.

Coverage A is also subject to the Common Exclusions.

2. Coverage B. Personal and Advertising Injury Liability

a. Insuring Agreement

- 1) 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 offence and settle any claim or **action** that may result. But:
 - a) The amount we will pay for **compensatory damages** is limited as described in **SECTION 3 – LIMITS OF INSURANCE AND DEDUCTIBLES**; and
 - b) 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.

- 2) This insurance applies to **personal and advertising injury** caused by an offence arising out of your business but only if the offence was committed in the **coverage territory** during the **policy period**.

b. Exclusions

This insurance does not apply to:

1) 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**.

2) 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.

3) 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**.

4) Criminal Acts

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

5) 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.

6) 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**.

7) 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**.

8) 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**.

9) 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.

10) Insureds in Media and Internet Type Businesses

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

- a) Advertising, broadcasting, publishing or telecasting;
- b) Designing or determining content of websites for others; or
- c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 1., 2., and 3. of **personal and advertising injury** under **SECTION 5 – DEFINITIONS**.

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.

11) 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.

12) Access or Disclosure of Confidential or Personal Information

Personal and advertising injury arising out of any access to or disclosure of any person's or organization's confidential or personal information, including but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information.

Coverage B is also subject to the Common Exclusions.

3. Coverage C. Medical Payments

a. Insuring Agreement

1) We will pay medical expenses as described below for **bodily injury** caused by an accident:

- a) On premises you own or rent;
- b) On ways next to premises you own or rent; or
- c) Because of your operations;

provided that:

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

- 2) We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance as described in **SECTION 3 – LIMITS OF INSURANCE AND DEDUCTIBLES**. We will pay reasonable expenses for:
 - a) First aid administered at the time of an accident;
 - b) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - c) Necessary ambulance, hospital, professional nursing and funeral services.

b. Exclusions

We will not pay expenses for **bodily injury**:

1) Any Insured

To any insured, except **volunteer workers**.

2) Hired Person

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

3) Injury on Normally Occupied Premises

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

4) 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.

5) Athletics Activities

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

6) **Products-Completed Operations Hazard**

Included within the **products-completed operations hazard**.

7) Coverage A Exclusions

Excluded under Coverage A.

Coverage C is also subject to the Common Exclusions.

4. **Coverage D. Tenants' Legal Liability**

a. Insuring Agreement

- 1) 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:

- a) The amount we will pay for **compensatory damages** is limited as described in **SECTION 3 – LIMITS OF INSURANCE AND DEDUCTIBLES**; and
- b) 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.

- 2) This insurance applies to **property damage** only if:
 - a) The **property damage** is caused by an **occurrence** that takes place in the **coverage territory**;
 - b) The **property damage** occurs during the **policy period**; and
 - c) Prior to the **policy period**, no insured listed under Paragraph 1. of **SECTION 2 – 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**.
- 3) **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 2 – 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**.
- 4) **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 2 – WHO IS AN INSURED** or any **employee** authorized by you to give or receive notice of an **occurrence** or claim:
 - a) Reports all, or any part, of the **property damage** to us or any other insurer;
 - b) Receives a written or verbal demand or claim for **compensatory damages** because of the **property damage**; or
 - c) Becomes aware by any other means that **property damage** has occurred or has begun to occur.

b. Exclusions

This insurance does not apply to:

- 1) Expected or Intended Injury

Property damage expected or intended from the standpoint of the insured.

- 2) 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** that the insured would have in the absence of the contract or agreement.

Coverage D is also subject to the Common Exclusions.

5. Common Exclusions – Coverages A, B, C and D

The Common Exclusions apply to Coverages A, B, C, and D.

This insurance does not apply to:

a. Abuse

Bodily injury, property damage or personal and advertising injury related to or arising directly or indirectly, in whole or in part out of **abuse** or alleged **abuse**, including:

- 1) Claims or **actions** alleging **abuse** committed or alleged to have been committed by any person, including the transmission of disease arising out of any act of **abuse**;
- 2) 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**;
- 3) Claims or **actions** alleging that an insured knew or ought to have known of **abuse** or alleged **abuse**; and
- 4) Claims or **actions** alleging failure to investigate, respond to or report **abuse** or alleged **abuse**.

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**.

b. Asbestos

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**.

c. Cyber and Electronic data

Bodily injury, property damage or personal and advertising injury or any other cost, loss or expense incurred by you or others caused by, resulting from or arising directly or indirectly, in whole or in part out of:

- 1) **Cyber loss**; or
- 2) The loss of use of, damage to, misinterpretation of, misuse of, corruption of, inability to access, process, store, transmit, or manipulate **electronic data**.

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**.

d. **Fungi or Spores**

- 1) **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**;
- 2) Any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with d. 1) above; or
- 3) 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 d. 1) or d. 2) 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**.

e. Nuclear Energy Liability

- 1) Liability imposed by or arising from any nuclear liability act, law or statute, or any law amendatory thereof;
- 2) **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;
- 3) **Bodily injury, property damage or personal and advertising injury** resulting directly or indirectly from the **nuclear energy hazard** arising from:
 - a) The ownership, maintenance, operation or use of a **nuclear facility** by or on behalf of an insured;
 - b) 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**;
 - c) 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 contributes concurrently or in any sequence to the **bodily injury, property damage or personal and advertising injury**.

f. Pollution

- 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:

- (1) **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;
 - (2) **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
 - (3) **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:
- (1) Any insured; or
 - (2) 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:
- (1) **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 permanent and integral mobile equipment 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;
 - (2) **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
 - (3) **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, exclusion f. 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.

g. **Terrorism**

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**.

h. **War Risks**

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**.

6. **Supplementary Payments – Coverages A, B, and D**

- a. We will pay, with respect to any claim we investigate or settle, or any **action** against an insured we defend:

- 1) All expenses we incur.
- 2) 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.
- 3) All reasonable expenses you incur at our request to assist us in the investigation or defence of the claim or **action**, including actual loss of earnings up to \$250 a day because of time off from work.
- 4) All costs assessed or awarded against you in the **action**.
- 5) 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.

- b. 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:

- 1) 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**;
- 2) This insurance applies to such liability assumed by the insured;
- 3) The obligation to defend, or the cost of the defence of, that indemnitee, has also been assumed by the insured in the same **insured contract**;

- 4) 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;
- 5) The indemnitee and the insured ask us to conduct and control the defence of that indemnitee against such **action** and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- 6) The indemnitee:
 - a) Agrees in writing to:
 - (1) Cooperate with us in the investigation, settlement or defence of the **action**;
 - (2) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the **action**;
 - (3) Notify any other insurer whose coverage is available to the indemnitee; and
 - (4) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - b) Provides us with written authorization to:
 - (1) Obtain records and other information related to the **action**; and
 - (2) Conduct and control the defence of the indemnitee in such **action**.

So long as the above conditions are met, legal fees incurred by us in the defence 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 b. 2) b) of SECTION 1 – COVERAGES, 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:

- 1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- 2) The conditions set forth above, or the terms of the agreement described in Paragraph b. 6) above, are no longer met.

SECTION 2 – 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** 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 (LLC), 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. A corporation, a Quebec moral person, or another organization other than a **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 a corporation, a Quebec moral person, or another organization other than a **partnership**, joint venture, limited liability company or a trust) 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** 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 2. a. 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 2. a. 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 that is:
 - 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** 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.
 - e. Your unit or strata lot owners and any tenants, but only with respect to the conduct of the strata or condominium corporation / syndicate of co-owners for liability arising out of common property, excluding liability arising out of the owner's or tenant's possession, occupation or use of property designated for exclusive use.
3. Any corporation, Quebec moral person, or other organization you newly acquire or form, other than a **partnership**, joint venture, limited liability company or a trust, 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. Coverages A and D do 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 offence 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**, joint venture, limited liability company or trust that is not shown as a Named Insured in the **Declarations**.

SECTION 3 – LIMITS OF INSURANCE AND DEDUCTIBLES

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 of Insurance specified in the **Declarations** 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 **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 **bodily injury** and **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 Bodily Injury and 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, Bodily Injury or Property Damage Liability, respectively:
 - a) To all **compensatory damages** because of **bodily injury**, as the result of any one **occurrence**; or
 - b) 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 **bodily injury** or **property damage** 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 such **property damage** 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.

SECTION 4 – COMMERCIAL GENERAL LIABILITY CONDITIONS

If any portion of these conditions are found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect.

1. **Bankruptcy**

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

2. **Canadian Currency Clause**

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

3. **Changes**

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.

4. **Duties in the Event of Occurrence, Offence, Claim or Action**

a. You must see to it that we are notified as soon as practicable of an **occurrence** or an offence which may result in a claim. To the extent possible, notice should include:

- 1) How, when and where the **occurrence** or offence 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 offence.

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, demand letters, proceedings, 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 defence 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.

5. **Examination of Your Books and Records**

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 3 years afterward.

6. Inspections and Surveys

- a. We have the right to:
 - 1) Make inspections and surveys at any time;
 - 2) Give you reports on the conditions we find; and
 - 3) Recommend changes.
- b. 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:
 - 1) Are safe or healthful; or
 - 2) Comply with laws, regulations, codes or standards.
- c. Paragraphs 6. a. and 6. b. 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.
- d. Paragraph 6. b. 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.

7. Legal Action Against Us

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into an **action** asking for **compensatory damages** from an insured; or
- b. 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.

Every action or proceeding against us for the recovery of insurance money payable under contract is absolutely barred unless commenced within the time set out in the Insurance Act, the Civil Code of Quebec or other applicable legislation.

8. Other Insurance

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 8. 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 8. c. below.

b. Excess Insurance

This insurance is excess over:

- 1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for **your work**;
 - b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - c) If the loss arises out of the maintenance or use of watercraft or **automobile** to the extent not subject to either Exclusion 5) or 6) of Section 1, Coverage A. Bodily Injury and Property Damage Liability.
- 2) 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:

- a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- b) 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.

9. **Premium Audit**

- 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.

10. Premiums

The first Named Insured shown in the **Declarations**:

- a. Is responsible for the payment of all premiums; and
- b. Will be the payee for any return premiums we pay.

11. Representations

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.

12. Separation of Insureds, Cross Liability

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.

13. Termination

- 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) 5 days before the effective date of termination if personally delivered;
 - 2) 15 days before the effective date of termination if we terminate for non-payment of premium; or
 - 3) 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, paragraph b. 1) of this condition does not apply and 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.

14. Transfer of Rights of Recovery Against Others to Us

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.

15. Transfer of Your Rights and Duties Under This Policy

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 5 – DEFINITIONS

Abuse	means, but is not limited to, any act or threat involving molestation, harassment, corporal punishment, assault or battery or any other form of sexual, physical, mental, psychological or emotional abuse.
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: <ol style="list-style-type: none">1. An arbitration proceeding in which such compensatory damages are claimed and to which the insured must submit or does submit with our consent; or2. Any other alternative dispute resolution proceeding in which such compensatory damages are claimed and to which the insured submits with our consent.
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: <ol style="list-style-type: none">1. Notices that are published include material placed on the Internet or on similar electronic means of communication; and2. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
Automobile	means a land motor vehicle, trailer or semi-trailer 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.
Bodily injury	means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
Compensatory damages	means damages due or awarded in payment for actual injury or economic loss. Compensatory damages does not include punitive damages, exemplary damages, the multiple portion of any multiplied damage award, fines, penalties or monetary sanctions of any kind.

Computer system	means any computer, hardware, software, electronic device, or communication or control system (whether or not mobile or portable), including but not limited to any: <ol style="list-style-type: none">1. Microcontroller or microprocessor;2. Server, cloud or networking equipment;3. Peripheral computer equipment, input, output or data storage device; or4. Application, program, process or code; owned, leased, rented, operated or controlled by you or any other party.
Coverage territory	means: <ol style="list-style-type: none">1. Canada and the United States of America (including its territories and possessions);2. 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; or3. All other parts of the world if the injury or damage arises out of:<ol style="list-style-type: none">a. Goods or products made or sold by you in the territory described in a. above;b. 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; orc. Personal and advertising injury offences 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.
Cyber act	means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any computer system .
Cyber incident	means: <ol style="list-style-type: none">1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any computer system; or2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any computer system.
Cyber loss	means any cyber act or cyber incident including, but not limited to, any action taken or failure to be taken, in controlling, preventing, suppressing, mitigating or remediating any cyber act or cyber incident .
Declarations	means the Declarations Page(s) applicable to this policy.

Electronic data	means information, facts, concepts, programs, software or code stored as or on, created or used on, or transmitted in a form to be used, accessed, processed, transmitted or stored by a computer system .
------------------------	---

Employee	includes a leased worker and a temporary worker .
-----------------	---

Executive officer	means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
--------------------------	---

Fissionable substance	means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.
------------------------------	---

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.
--------------	---

Hostile fire	means a fire which becomes uncontrollable or breaks out from where it was intended to be.
---------------------	---

Impaired property	<p>means tangible property, other than your product or your work, that cannot be used or is less useful because:</p> <ol style="list-style-type: none"> 1. It incorporates your product or your work that is known or thought to be defective, deficient, inadequate or dangerous; or 2. You have failed to fulfill the terms of a contract or agreement; <p>if such property can be restored to use by:</p> <ol style="list-style-type: none"> a. The repair, replacement, adjustment or removal of your product or your work; or Your fulfilling the terms of the contract or agreement.
--------------------------	---

Incidental medical malpractice injury	<p>means bodily injury arising out of the rendering of or failure to render, during the policy period, the following services:</p> <ol style="list-style-type: none"> 1. Medical, surgical, dental, x-ray or nursing services or treatment or the furnishing of food or beverages in connection therewith; or 2. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances. <p>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 1. and 2. above.</p>
--	--

Insured contract

means:

1. 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**;
2. A sidetrack agreement;
3. An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
4. Any other easement agreement;
5. An obligation, as required by ordinance or bylaw, to indemnify a municipality, except in connection with work for a municipality;
6. An elevator maintenance agreement;
7. 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 7. does not include that part of any contract or agreement:

- a. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - 1) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - 2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- b. 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 7. a. above and supervisory, inspection, architectural or engineering activities.

Leased worker	<p>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.</p> <p>Leased worker does not include a temporary worker.</p>
Loading or unloading	<p>means the handling of property:</p> <ol style="list-style-type: none"> 1. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or automobile; 2. While it is in or on an aircraft, watercraft or automobile; or 3. While it is being moved from an aircraft, watercraft or automobile to the place where it is finally delivered. <p>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.</p>
Nuclear energy hazard	<p>means the radioactive, toxic, explosive, or other hazardous properties of radioactive material.</p>
Nuclear facility	<p>means:</p> <ol style="list-style-type: none"> 1. 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. 2. Any equipment or device designed or used for: <ol style="list-style-type: none"> a. separating the isotopes of plutonium, thorium and uranium or any one or more of them; or b. processing or packaging waste. 3. 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; 4. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste Radioactive material; <p>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.</p>
Occurrence	<p>means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.</p>

Partnership	means a general partnership, a limited partnership or a limited liability partnership.
--------------------	--

Personal and advertising injury	<p>means injury, including consequential bodily injury, arising out of one or more of the following offences:</p> <ol style="list-style-type: none"> 1. False arrest, detention or imprisonment; 2. Malicious prosecution; 3. 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; 4. 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; 5. Oral or written publication, in any manner, of material that violates a person's right of privacy; 6. The use of another's advertising idea in your advertisement; or 7. Infringing upon another's copyright, trade dress or slogan in your advertisement.
--	--

Policy period	means the period from 12:01 a.m. inception date to 12:01 a.m. expiry date as defined in the Declarations or included in any attached endorsement amending inception and expiry date.
----------------------	---

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.
-------------------	--

Products-completed operations hazard

1. 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:
 - a. Products that are still in your physical possession; or
 - b. Work that has not yet been completed or abandoned. However, **your work** will be deemed completed at the earliest of the following times:
 - 1) When all of the work called for in your contract has been completed.
 - 2) 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.
 - 3) 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.

2. Does not include **bodily injury** or **property damage** arising out of:
 - a. The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle that is not owned or operated by you, and that condition was created by the **loading or unloading** of that vehicle by any insured; or
 - b. The existence of tools, uninstalled equipment or abandoned or unused materials.
-

Professional services	<p>shall include but not be limited to:</p> <ol style="list-style-type: none"> 1. Medical, surgical, dental, x-ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith; 2. Any professional service or treatment conducive to health; 3. Professional services of a pharmacist; 4. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; 5. The handling or treatment of deceased human bodies including autopsies, organ donations or other procedures; 6. Any cosmetic, body piercing, tonsorial, massage, physiotherapy, chiropody, hearing aid, optical or optometrical services or treatments; 7. The preparation or approval of maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings or specifications; 8. Supervisory, inspection, architectural, design or engineering services; 9. 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; 10. Any computer programming or re-programming, consulting, advisory or related services; or 11. Claim, investigation, adjustment, appraisal, survey or audit services.
Property damage	<p>means:</p> <ol style="list-style-type: none"> 1. 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 2. 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. <p>For the purposes of this insurance, electronic data is not tangible property.</p>
Radioactive material	<p>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.</p>
Spores	<p>includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any fungi.</p>

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.
-------------------------	--

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.
------------------	---

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.
-------------------------	---

Your product	<ol style="list-style-type: none">1. Means:<ol style="list-style-type: none">a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:<ol style="list-style-type: none">1) You;2) Others trading under your name; or3) A person or organization whose business or assets you have acquired; andb. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.2. Includes<ol style="list-style-type: none">a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of your product; andb. The providing of or failure to provide warnings or instructions.3. Does not include vending machines or other property rented to or located for the use of others but not sold.
---------------------	---

Your work	<ol style="list-style-type: none">1. Means:<ol style="list-style-type: none">a. Work or operations performed by you or on your behalf; andb. Materials, parts or equipment furnished in connection with such work or operations.2. Includes<ol style="list-style-type: none">a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of your work, andb. The providing of or failure to provide warnings or instructions.
------------------	--



ecclesiastical.ca

1. **Insuring Agreement**

SECTION 1 – COVERAGES, Coverage A. Bodily Injury and Property Damage Liability is extended to include those sums for **forest fire fighting expenses** that you become legally obligated to pay by reason of any applicable federal, provincial, territorial or municipal law, statute, ordinance or regulation for forest fires occurring in the **coverage territory** during the **policy period**.

2. **Limit of Insurance**

The Occurrence limit applicable to this extension is as specified in the **Declarations** for this endorsement and is part of, and not in addition to, the Each Occurrence Limit as described in **SECTION 3 – LIMITS OF INSURANCE AND DEDUCTIBLES** paragraph 4. The Aggregate Limit applicable to this endorsement is as specified in the **Declarations** and is part of, and not in addition to, the General Aggregate Limit as described in **SECTION 3 – LIMITS OF INSURANCE AND DEDUCTIBLES** paragraph 2.

3. **Deductible**

Our obligation to pay on your behalf applies only to the amount of **forest fire fighting expenses** in excess of the deductible stated in the **Declarations** for this endorsement.

4. **Definitions**

With respect only to the coverage provided by this endorsement:

- a. The definition of **coverage territory** is deleted and replaced by the following:

Coverage territory means Canada.

- b. **Forest fire fighting expenses** means costs and expenses for controlling and extinguishing forest fires.

5. With respect only to coverage provided by this endorsement:

Forest fire fighting expenses shall be deemed to be **compensatory damages** and **property damage**.

This endorsement modifies insurance provided by the Commercial General Liability Policy.

1. For the purpose of this endorsement only, the following is added to **SECTION 1 – COVERAGES**:

Coverage E. Educators' Errors and Omissions Liability

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as **compensatory damages** because of a **wrongful act** committed or alleged to have been committed in the performance of educational services by the insured. 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 **wrongful acts** 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 3 – LIMITS OF INSURANCE AND DEDUCTIBLES**; 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 Coverage E.

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., D. and E.

- b. This insurance applies to **wrongful acts** only if:
- 1) the **wrongful act** takes place in the **coverage territory**; and
 - 2) the **wrongful act** occurs during the **policy period**; and
 - 3) prior to the **policy period**, no insured listed under Paragraph 1. of **SECTION 2 – WHO IS AN INSURED** and no **employee** authorized by you to give or receive notice of an **occurrence** or claim, knew that the wrongful act had occurred, in whole or in part. If such a listed insured or authorized **employee** knew, prior to the **policy period**, that the **wrongful act** occurred, then any continuation, change or resumption of such **wrongful act** during or after the **policy period** will be deemed to have been known prior to the **policy period**.
- c. A **wrongful act** 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 2 – 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 **wrongful act** after the end of the **policy period**.
- d. A **wrongful act** will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of **SECTION 2 – 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 **wrongful act** to us or any other insurer;
 - 2) receives a written or verbal demand or claim for **compensatory damages** because of the **wrongful act**; or

Except as otherwise provided in this Endorsement, all the terms, conditions, limitations and exclusions of the Policy shall have full force and effect.

3) becomes aware by any other means that the **wrongful act** has occurred or has begun to occur.

- e. **Compensatory damages** because of **wrongful acts** excludes **compensatory damages** claimed by any person or organization for care, loss of services or death resulting at any time from **bodily injury**.

2. Exclusions

The insurance does not apply to:

- a. **Wrongful acts** alleging, based upon, arising out of or attributable to **bodily injury** or **personal and advertising injury**.
- b. **Abuse**

Wrongful acts related to or arising directly or indirectly, in whole or in part out of **abuse** or alleged **abuse**, including:

- 1) Claims or **actions** alleging **abuse** committed or alleged to have been committed by any person, including the transmission of disease arising out of any act of **abuse**;
- 2) 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**;
- 3) Claims or **actions** alleging that an insured knew or ought to have known of **abuse** or alleged **abuse**; and
- 4) Claims or **actions** alleging failure to investigate, respond to or report **abuse** or alleged **abuse**.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the **wrongful act**.

c. **Asbestos**

Wrongful acts 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 **wrongful act**.

d. **Cyber and Electronic Data**

Wrongful acts or any other cost, loss or expense incurred by you or others caused by, resulting from or arising directly or indirectly, in whole or in part out of:

- 1) **Cyber loss**; or
- 2) The loss of use of, damage to, misinterpretation of, misuse of, corruption of, inability to access, process, store, transmit, or manipulate **electronic data**.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the **wrongful act**.

e. **Fungi or Spores**

- 1) **Wrongful acts** 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**;
- 2) Any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with e. 1) above; or
- 3) 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 e. 1) or e. 2) above.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the **wrongful act**.

f. **Nuclear Energy Liability**

- 1) Liability imposed by or arising from any nuclear liability act, law or statute, or any law amendatory thereof;
- 2) **Wrongful acts** 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;
- 3) **Wrongful acts** resulting directly or indirectly from the **nuclear energy hazard** arising from:
 - a) the ownership, maintenance, operation or use of a **nuclear facility** by or on behalf of an insured;
 - b) 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**;
 - c) 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 contributes concurrently or in any sequence to the **wrongful act**.

g. **Pollution**

- 1) **Wrongful acts** 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;
 - b) At or from any premises, site or location which is or was at any time used by or for any insured or

Except as otherwise provided in this Endorsement, all the terms, conditions, limitations and exclusions of the Policy shall have full force and effect.

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:
 - (1) any insured; or
 - (2) any person or organization for whom you may be legally responsible;
 - 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; or
 - 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**.

h. **Terrorism**

Wrongful acts 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 **wrongful act**.

i. **War Risks**

Wrongful acts 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 **wrongful act**.

- 2. For the purpose of this endorsement only, Supplementary Payments - Coverages A,, B., and D. set forth in the policy is amended to Supplementary Payments - Coverages A., B., D. and E.
- 3. For this endorsement only, paragraphs 2. and 3. of **SECTION 2- WHO IS AN INSURED** are deleted and replaced by the following:
 - 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 a corporation, a Quebec moral person,

Except as otherwise provided in this Endorsement, all the terms, conditions, limitations and exclusions of the Policy shall have full force and effect.

or another organization other than a **partnership**, joint venture, limited liability company or a trust) 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 **wrongful acts**:

- 1) To you, to your partners or members (if you are a **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;
 - 2) To the spouse, child, parent, brother or sister of that co-**employee** or **volunteer worker** as a consequence of Paragraph 2. a. 1) above;
 - 3) For which there is any obligation to share **compensatory damages** with or repay someone else who must pay **compensatory damages** because of the wrongful acts described in Paragraphs 2. a. 1) or 2) above;
- b. 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 corporation, Quebec moral person, or other organization you newly acquire or form, other than a **partnership**, joint venture, limited liability company or a trust, 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 E. does not apply to **wrongful acts** that occurred 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**, joint venture, limited liability company or trust that is not shown as a Named Insured in the **Declarations**.

4. For the purpose of this endorsement only, **SECTION 3 – LIMITS OF INSURANCE AND DEDUCTIBLES** is deleted and replaced by the following:

SECTION 3 – LIMITS OF INSURANCE AND DEDUCTIBLES

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 Aggregate Limit is the most we will pay for all **compensatory damages** under Coverage E.
3. Subject to 2. above, the Each Occurrence Limit is the most we will pay for all **compensatory damages** under Coverage E. because of all **wrongful acts** arising out of any one **occurrence**.

Except as otherwise provided in this Endorsement, all the terms, conditions, limitations and exclusions of the Policy shall have full force and effect.

The Limits of Insurance of this policy apply separately to each **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.

4. Deductible

- a. Our obligation under Educators' Errors and Omissions Liability to pay **compensatory damages** on your behalf applies only to the amount of **compensatory damages** in excess of any deductible amount stated in the **Declarations** as applicable to such coverages, and the limits of insurance applicable to each **occurrence** for Coverage E. will be reduced by the amount of such deductible.
- b. The deductible amount under Coverage E. applies to all **compensatory damages** because of **wrongful acts** 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.

5. For the purpose of this endorsement only, paragraph 8. of **SECTION 4 – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted and replaced by the following:

8. OTHER INSURANCE

If other valid and collectible insurance is available to the insured for a loss covered under this endorsement, this coverage shall be excess over and above that other insurance, whether primary, excess, contingent or on any other basis, except such insurance as is specifically purchased to apply in excess of this coverage's limits of insurance. We will be liable only for our share of the amount of the loss, if any, that exceeds the sum of:

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

We will have no duty under this coverage to defend any claim or **action** that any other insurer has a duty to defend. If no other insurer defends, we may choose to undertake to do so, but we shall be entitled to your rights against all other insurers.

6. For the purpose of this endorsement only, the following definitions in **SECTION 5 - DEFINITIONS** are deleted and replaced by the following:

Action means a civil proceeding in which compensatory damages because of **wrongful acts** 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

Except as otherwise provided in this Endorsement, all the terms, conditions, limitations and exclusions of the Policy shall have full force and effect.

- b. any other alternative dispute resolution proceeding in which such **compensatory damages** is claimed and to which the insured submits with our consent.

Employee includes teacher, assistant teacher, student teacher, instructor, counselor, including a **leased worker** and a **temporary worker**.

Occurrence means a **wrongful act**, including continuous or repeated exposure to substantially the same act.

- 7. For the purpose of this endorsement only, the following definition is added to **SECTION 5 - DEFINITIONS**:

Wrongful act means any actual or alleged:

- a. improper placement of students, including the failure to promote or grant proper credit;
- b. failure to educate;
- c. improper guidance counseling or improper educational evaluations;
- d. wrongful dismissal of a student.

This endorsement modifies insurance provided under the Commercial General Liability Policy.

1. Coverage A. Bodily Injury and Property Damage Liability is extended to cover those sums that the insured becomes legally obligated to pay as **compensatory damages** because of **bodily injury** or **property damage** arising out of the rendering of, or failure to render, during the **policy period, counselling services** in your operation of a religious institution, charitable organization or educational institution.
2. The Professional Services Exclusion (**SECTION 1 – COVERAGES**, Coverage A, Clause b. Exclusions, paragraph 14)) shall not apply in respect of the activities in 1. above.

3. **Limits of Insurance:**

Our maximum liability in any one loss and in the aggregate under this endorsement shall not exceed the limit indicated in the **Declarations**.

The **occurrence** limit applicable to this extension is as specified in the **Declarations** for this endorsement and is part of, and not in addition to, the Each Occurrence Limit as described in **SECTION 3 – LIMITS OF INSURANCE AND DEDUCTIBLES** paragraph 4. The Aggregate Limit applicable to this endorsement is as specified in the **Declarations** and is part of and not in addition to the General Aggregate Limit as described in **SECTION 3 – LIMITS OF INSURANCE AND DEDUCTIBLES** paragraph 2.

4. **Additional Definition**

When used in this endorsement **counselling services** means the giving of free, informal, unstructured care and ministry, relating to a particular concern of an individual seeking the help of the religious institution, charitable organization or educational institution, by those persons who, by reason of their position or training, are qualified to have the recognized authority to provide such instruction, guidance or advice.

This endorsement modifies insurance provided by the Commercial General Liability Policy.

1. INSURING AGREEMENT

We agree to pay voluntarily the benefits herein set out either to or on behalf of your **employee** on account of **bodily injury** including death resulting therefrom, accidentally suffered by such employee and arising out of, and in the course of, his employment by you, whether or not such **bodily injury** could give rise to liability imposed by law upon you.

Provided, however that:

- a. If the injured **employee** or any person claiming by, through or under the injured **employee** shall refuse to accept the voluntary compensation benefits offered under the provisions of the preceding paragraph, then we shall be permitted, at any time in our discretion and without notice, to withdraw such offer to pay the said benefits, under which circumstances we will no longer be bound by the undertakings expressed in the said preceding paragraph. If any claim or demand is made upon, or any suit instituted against the insured, for damages for such injuries, such claim, demand or suit shall be considered a refusal to accept such voluntary compensation benefits and such refusal shall abrogate in its entirety our agreement to pay such voluntary compensation benefits. In such event our obligation as expressed in the other parts of the Commercial General Liability Policy shall be available to you and shall be and remain our obligation as fully and completely as if this endorsement had not been written.
- b. The benefits herein contained shall not be payable unless at the time of the accident the **employee** was engaged in duties coming within the scope of the operations stated in the **Declarations**.
- c. A full legal release of all claims of such **employee** or any person claiming by, through or under him, against the insured is executed and delivered and that any rights of such **employee** or person against anyone other than the insured be subrogated and assigned in full (excluding all services available under any applicable provincial or federal health insurance act or regulation) to us.
- d. We shall in no event be liable hereunder for any claims arising from hernia, however caused.
- e. We shall in no event be liable hereunder for any claims arising from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power.

2. DEFINITIONS

- a. For the purpose of this endorsement only, the word **employee** is extended to include your **volunteer workers** while performing duties related to the conduct of your business. Employee does not include a **leased worker** or a **temporary worker**.
- b. The term **weekly indemnity** referred to in this endorsement shall mean two-thirds of the **employee's** weekly wage at the date of the accident, but not exceeding in any event the sum of \$200 per week.

3. SCHEDULE OF BENEFITS

Section 1 – Loss of Life

In the event of death resulting from such **bodily injury** within a period of 26 weeks after the date of the accident we will pay:

Except as otherwise provided in this Endorsement, all the terms, conditions, limitations and exclusions of the Policy shall have full force and effect.

Voluntary Compensation for Employees and Volunteers

- a. to dependents of the said **employee** who were wholly dependent upon the said **employee**, an amount equal to 100 times the weekly indemnity in addition to the benefits provided under Section 2 up to the date of death.
- b. the actual funeral expenses not exceeding, however, the sum of \$2,500.

Section 2 – Temporary Total Disability

If such **bodily injury** shall within 14 days from the date of the accident totally and continuously disable the **employee** and prevent said **employee** from performing any and every duty pertaining to any occupation or employment, we will pay **weekly indemnity** for the period of such disability, or for 26 weeks whichever is the lesser period.

Provided however, that if the period of such disability is less than 6 weeks, no benefit under this Section shall be payable for the first 7 days of such disability.

Section 3 – Permanent Total Disability

If within 26 weeks from the date of the accident and as a direct result of such **bodily injury** the **employee** shall be deemed permanently and totally disabled, by medical evidence satisfactory to us, we will pay, in addition to the benefits provided under Section 2, **weekly indemnity** for a further period of 100 weeks.

Section 4 - Dismemberment Benefits

If such **bodily injury** shall within 26 weeks from the date of the accident result in any one or more of the incapacities listed hereinafter in the Schedule of Incapacities we will pay **weekly indemnity** for the number of weeks shown opposite the incapacity in the said schedule in addition to the benefits payable under Section 2, but in no event shall it be payable in addition to the benefits provided by Sections 1 and 3.

The total amount payable under this Section for one or more incapacities shall not exceed 100 times the **weekly indemnity**.

Schedule of Incapacities

Loss or Total Irrecoverable Loss of Use of:

DIVISION A

1. Arm
 - a. at or above elbow; or.....100
 - b. below elbow; or.....80
2. Hand at wrist; or.....80
3. a. Thumb*
 - 1) at or above the second phalangeal joint; or..... 25
 - 2) below the second phalangeal joint, involving a portion of the second phalange.....18

Except as otherwise provided in this Endorsement, all the terms, conditions, limitations and exclusions of the Policy shall have full force and effect.

Voluntary Compensation for Employees and Volunteers

b. Index Finger*	
1) at or above the second phalangeal joint; or.....	25
2) at or above the third phalangeal joint; or	18
3) below the third phalangeal joint, involving a portion of the third phalange.....	12
c. Any other Finger*	
1) at or above the second phalangeal joint; or.....	15
2) at or above the third phalangeal joint; or	8
3) below the third phalangeal joint, involving a portion of the third phalange.....	5

NOTE: For a combination of two or more of the incapacities marked with a * the total payable under this division shall not exceed 80 times the **weekly indemnity**.

DIVISION B

1. Leg	
a. at or above knee; or	100
b. below knee; or.....	75
2. Foot at ankle; or.....	75
3. a. Great Toe*	
1) at or above the second phalangeal joint; or.....	15
2) below the second phalangeal joint, involving a portion of the second phalange.....	8
b. Any other Toe*	
1) at or above the second phalangeal joint; or.....	10
2) at or above the third phalangeal joint; or.....	5
3) below the third phalangeal joint, involving a portion of the third phalange.....	3

NOTE: For a combination of two or more of the incapacities marked with a * the total amount payable under this division shall not exceed 35 times the **weekly indemnity**.

DIVISION C

a. One eye; or.....	50
b. Both eyes.....	100

Except as otherwise provided in this Endorsement, all the terms, conditions, limitations and exclusions of the Policy shall have full force and effect.

DIVISION D

- a. Hearing of one ear; or.....25
- b. Hearing of both ears.....100

Section 5 – Medical, Surgical, Dental, Pharmaceutical and Hospital Expenses

If such bodily injury shall necessitate medical or surgical treatment or confinement to hospital, we will pay in addition to all other benefits provided by this endorsement:

- a. the cost of necessary medical, surgical, dental, pharmaceutical and hospital services (except those portions of such expenses payable or recoverable under any medical, surgical or hospitalization plan or law or under any other insurance policy or certificate issued to or for the benefit of any person for whom indemnity is provided), in accordance with the scale of charges provided by the workers’ compensation laws or regulations in the Province or Territory in which the accident occurred during a period not exceeding 26 weeks from the date of the accident; and in addition,
- b. the cost of supplying or the reasonable renewing of prosthetic or orthopedic appliances as may be necessary for a period not exceeding 52 weeks from the date of the accident.

4. SPECIAL CONDITION

We shall have the right to examine the person of the injured **employee** when and as often as may be required while the claim is pending and also in the case of death of the injured **employee** to make an autopsy subject to any law of the Province or Territory relating to autopsies.

Except as otherwise provided in this Endorsement, all the terms, conditions, limitations and exclusions of the Policy shall have full force and effect.

Additional Insureds

Form **ADDI-019-CGL-APR23-E**

Endorsement **Additional Insureds**

This endorsement modifies insurance provided under the Commercial General Liability Policy.

The following is added to Paragraph 2. of **SECTION 2 – WHO IS AN INSURED**:

- f. Any person, or organization specified as an Additional Insured in the Schedule of Additional Insureds below and with whom you have agreed under any written contract or agreement to name as an insured with respect to liability arising out of your operations. However, none of these Additional Insureds are insureds for:
- 1) **Bodily injury, property damage or personal and advertising injury** occurring after the written contract or agreement expires;
 - 2) **Bodily injury, property damage or personal and advertising injury** arising out of the sole negligence of the Additional Insured; or
 - 3) **Property damage** to:
 - a) Property owned, used or occupied by or rented to the Additional Insured; or
 - b) Property in care, custody or control of the Additional Insured or over which the Additional Insured is, for any purpose, exercising physical control.

Schedule of Additional Insureds

Except as otherwise provided in this Endorsement, all the terms, conditions, limitations and exclusions of the Policy shall have full force and effect.

OneProtect
Standard Automobile Insurance Form
(Non-Owned Form)

Table of Contents

ITEMS APPLICATION	2
INSURING AGREEMENTS	4
GENERAL PROVISIONS AND DEFINITIONS	6
STATUTORY CONDITIONS	8

Whereas an application has been made by the applicant (hereinafter called the Insured) to the insurer for a contract of automobile insurance and the said application forms part of this contract of insurance and is as follows:

ITEMS APPLICATION

1. Full name of the applicant: **AS KNOWN TO COMPANY**

Postal address: **AS KNOWN TO COMPANY**

(Including county or district)

Applicant is: **AS KNOWN TO COMPANY**

2. Policy period - from: **AS PER DECLARATIONS** to: **AS PER DECLARATIONS**

12.01 A.M. standard time at the applicant's address stated herein as to each of said dates

3. The automobiles in respect of which insurance is to be provided are those not owned in whole or in part by, nor licensed in the name of the applicant, used in the applicant's business of: **AS PER DECLARATIONS**

4. The applicant's partners, officers, employees and agents as of the date of this application are as follows:

LOCATION: **AS KNOWN TO COMPANY**

Partners, officers and employees who regularly use automobiles not owned by the applicant in the applicant's business

ALL OTHER PARTNERS, OFFICERS AND EMPLOYEES

ALL APPLICANT'S AGENTS

Class "A1" Private Passenger	Class "A2" Commercial	Class "B"	Class "C"
Number, Rate, Premium	Number, Rate, Premium	Number, Rate, Premium	Number, Rate, Premium
COVERED IF ANY TO BE REPORTED			

5. "Hired automobiles" - the automobiles hired by the applicant are as follows:

Type of automobile

Estimated cost of hire

Rates per \$100 of cost of hire

Advance premium

} **COVERED IF ANY TO BE REPORTED**

INCLUDED

The advance premium is subject to adjustment at the end of the policy period as provided in the policy.

6. "Automobiles operated under contract" on behalf of the applicant are as follows:

Type of automobile and description of use	}	COVERED IF ANY TO BE REPORTED
Estimated contract cost		
Rates per \$100 of contract cost		
Advance premium		INCLUDED

The advance premium is subject to adjustment at the end of this policy period as provided in the policy.

7. This application is made for insurance against the perils mentioned in this item and upon the terms and conditions of the insurer's corresponding standard policy form and for the following specified limit.

INSURING AGREEMENT

Section A Third Party Liability

PERILS

Legal liability for bodily injury to or death of any person or damage to property of others not in the care, custody or control of the applicant.

LIMIT

\$ AS PER DECLARATIONS (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.

COMBINED PREMIUMS	\$ AS PER DECLARATIONS
Endorsements	AS PER DECLARATIONS
Minimum retained premium	\$ AS PER DECLARATIONS
Total Premium	\$ AS PER DECLARATIONS

8. Has any insurer cancelled, declined or refused to renew or issue automobile insurance to the applicant within three years preceding this application? If so, state name of insurer. **NO**

9. State particulars of all accidents or claims arising out of the use or operation in his business of non-owned automobiles by the applicant within the three years preceding this application.

INJURY TO PERSONS	AS KNOWN TO COMPANY
DAMAGE TO PROPERTY OF OTHERS	AS KNOWN TO COMPANY

10. All the statements in this application are true and the applicant hereby applies for a contract of automobile insurance to be based on the truth of the said statements.

11. Where, (a) an applicant for a contract gives false particulars of the described automobile to be insured to the prejudice of the Insurer, or knowingly misrepresents or fails to disclose in the application any fact required to be stated therein; or (b) the Insured contravenes a term of the contract or commits a fraud; or (c) the Insured willfully makes a false statement in respect of a claim under the contract, a claim by the Insured is invalid and the right of the Insured to recover indemnity is forfeited.

INSURING AGREEMENTS

In consideration of the payment of the premium specified and of the statements contained in the application and subject to the limits, terms, conditions, provisions, definitions and exclusions herein stated.

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 the 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 Item 7 of the application, 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.

See also General Provisions, Definitions and Statutory Conditions of this policy

* Not applicable in the Province of Ontario

Additional Agreements of Insurer

Where indemnity is provided by this policy, the Insurer shall,

- 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) 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) pay all costs 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 limit(s) 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(s) stated in section A of Item 7 of the application; and
- 6) not set up any defence 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 as the insured person's irrevocable attorney to appear and defend in any province or territory of Canada in which action is brought against the insured person arising out of the use or operation of an automobile with respect to which insurance coverage 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 Item 3 of the application, 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 Item 3 of the application 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 Item 3 of the application 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 be one automobile as respects limits of liability under Section A.

6. **Premium Adjustment**

The Advance Premium stated in Item 5 of the application is computed on 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.

The Advance Premium stated in Item 6 of the application is computed on 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 Premiums are 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 amounts exceed the estimates stated in the application, the Insured shall immediately pay additional premium at the rates stated therein; 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. **Limitation of Actions**

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act*.

STATUTORY CONDITIONS

(Common Law Jurisdictions)

The insurance provided under this coverage is subject to the Automobile Statutory Conditions approved by the Superintendent of Insurance for Province in which this policy is issued and upon request the Company will make available a complete copy of same.



ecclesiastical.ca

Form

S.E.F. No 94

Endorsement

Legal Liability for Damage to Hired Automobiles

(For attachment only to a Non-Owned Automobile Insurance Policy S.P.F. No. 6)

In consideration of the premium charged, as set out in the policy (including this endorsement) or in the Certificate of Automobile Insurance, this endorsement provides insurance for one or more of the coverages listed below for which a premium is charged, and no other.

Section B INSURING AGREEMENTS	LIMITS AND AMOUNTS THIS ENDORSEMENT CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE	TYPE OF AUTOMOBILE	ESTIMATED COST OF HIRE	RATE PER \$100	ADVANCE PREMIUM
Subsection 1 – ALL PERILS	\$ (exclusive of interests and costs) any one accident				
	\$ Amount deductible				
			Minimum Retained Premium \$	TOTAL Premium \$	

SECTION B - LEGAL LIABILITY FOR DAMAGE TO HIRED AUTOMOBILES

The Insurer agrees to indemnify the Insured against the liability imposed by law upon the Insured or assumed by the Insured under any contract or agreement for loss or damage arising from the care, custody or control of **Hired Automobiles** as defined in such policy and resulting from loss or damage thereto, caused solely by:

Subsection 1 – ALL PERILS

from all perils

DEDUCTIBLE CLAUSE:

Each occurrence causing loss or damage covered under any subsection hereof except loss or damage caused by fire or lightning or theft of the entire automobile covered by such subsection shall give rise to a separate claim in respect of which the Insurer's liability shall be limited to the amount of loss or damage in excess of the amount deductible, if any, stated In the applicable subsection hereof.

TWO OR MORE AUTOMOBILES:

A motor vehicle and one or more trailers or semi-trailers attached thereto shall be held to be separate automobiles with respect to the limit of liability, including the deductible provision, if any, under this Insuring Agreement.

EXCLUSIONS:

Except as otherwise provided in this Endorsement, all the terms, conditions, limitations and exclusions of the Policy shall have full force and effect.

Legal Liability for Damage to Hired Automobiles

The Insurer shall not be liable

- (1) for loss or damage to any automobile while personally driven by the Insured if the Insured is an individual; or
- (2) under any subsection hereof for loss or damage
 - (a) to tires or consisting of or caused by mechanical fracture or breakdown of any part of an automobile or by rusting corrosion, wear and tear, freezing or explosion within the combustion chamber, unless the loss or damage is coincident with other loss or damage covered by such subsection or is caused by fire, theft or malicious mischief covered by such subsection; or
 - (b) to any automobile while being used without the consent of the owner thereof; or
 - (c) caused directly or indirectly by contamination by radioactive material; or
 - (d) to contents of trailers; or
 - (e) to electronic accessories or electronic equipment, including radios, tape players/decks, stereo players/decks, compact disc players, DVD players, DVD screens, speakers, two-way radios, CB radios, ham radios; or
 - (f) to VHF radios, televisions, facsimile machines, electronic navigation assistance, positioning and location finding devices and items of a similar nature, when such electronic accessories and electronic equipment are detached from the automobile or
 - (g) caused directly or indirectly by bombardment, invasion, civil war, insurrection, rebellion, revolution, military or usurped power, or by the operation of armed forces while engaged in hostilities whether war be declared or not; or
 - (h) to telephones or computers; or
 - (i) for any amount in excess of the limit stated in the applicable subsection hereof and expenditures provided for in the Additional Agreements of the policy to which this endorsement is attached.

ADDITIONAL AGREEMENT:

The Insurer further agrees to pay general average, salvage and fire department charges and custom duties of Canada or of the United States of America for which the Insured is legally liable.

The advance premiums for this endorsement are subject to adjustment in the same manner as those stated under Item 5 of the policy or in the Certificate of Automobile Insurance.

Except as otherwise provided in this Endorsement, all the terms, conditions, limitations and exclusions of the Policy shall have full force and effect.

UCC Protect

Form **S.E.F. No. 6-99**

Endorsement **Long Term Leased Vehicle Exclusion**

In consideration of the premium for which this policy is issued, it is understood and agreed that clause 3 of the General Provisions, Definitions and Exclusions of the policy is hereby amended to read as follows:

3. **DEFINITIONS**

a) The term **hired automobiles** means:

- i. automobiles hired or leased from others with drivers;
- ii. hired or leased by the Named Insured from others without driver for periods not exceeding 30 days, used under the control of the Insured in the business stated in Item 3 of the Declarations but shall not include any automobile owned in whole or in part by or registered in the name of the Insured or any employee, shareholder, officer, member, partner or mandatary of the Insured.

All other terms and conditions of the contract remain the same.

Except as otherwise provided in this Endorsement, all the terms, conditions, limitations and exclusions of the Policy shall have full force and effect.

UCC Protect

Form

S.E.F. No. 96

Endorsement

Contractual Liability

(For attachment only to a Non-Owned Automobile Insurance Policy S.P.F. No. 6)

In consideration of the premium charged, as set out in the policy or in the Certificate of Automobile Insurance, exclusion c), SECTION A – THIRD PARTY LIABILITY of the policy to which this endorsement is attached is amended to read as follows:

- c) for any liability assumed by any person insured by this policy voluntarily under any contract or agreement other than those stated below:

Date of Contract or Agreement: As Known to Insurer

Name(s) of other Contracting Party or Parties: As Known to Insurer

Except as otherwise provided in this Endorsement, all the terms, conditions, limitations and exclusions of the Policy shall have full force and effect.

Form

O.E.F. 98B

Endorsement

Reduction of Coverage for Lessees or Drivers of Leased Vehicles

(For attachment only to a Non-Owned Automobile Insurance Policy S.P.F. No. 6)

1. Purpose of this endorsement:

This endorsement alters the coverage provided by this policy with respect to claims in Ontario for loss or damage arising directly or indirectly from the use or operation of a motor vehicle that is leased.

2. How the policy coverage is changed:

- a) The Insurer also agrees to pay on behalf of every partner, officer or employee of the Insured who, in the business of the Insured stated in Item 3 of the application, leases an automobile **for a period of not more than 30 days** in their own name, all sums which such partner, officer or employee is legally obligated to pay as a result of liability imposed by law arising from the negligence of the driver of such leased automobile(s).
- b) The insurance provided under this policy with respect to leased automobiles is in excess of the underlying coverage available to the Insured or to the partner, officer or employee of the Insured.
- c) Underlying coverage available to the Insured or to the partner, officer or employee of the Insured includes any motor vehicle liability insurance that is required to respond to the liability of the driver or lessee of the leased automobile.

The terms leased, lease and lessee are used as equivalent to rented, rent and renter.

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

Except as otherwise provided in this Endorsement, all the terms, conditions, limitations and exclusions of the Policy shall have full force and effect.

OneProtect
Employee Benefits Errors and
Omissions Liability Policy

Table of Contents

SECTION 1 - COVERAGE	2
Insuring Agreement	2
Exclusions	2
Supplementary Payments.....	6
SECTION 2 – WHO IS AN INSURED	7
SECTION 3 – LIMITS OF INSURANCE AND DEDUCTIBLES	8
SECTION 4 – POLICY CONDITIONS	10
SECTION 5 – DEFINITIONS	14

This policy is subject to its Insuring Agreements, Exclusions, Conditions and Definitions as well as the **Declarations** and any Endorsements forming part of this policy.

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 1 of SECTION 2 – **WHO IS AN INSURED**. The word “insured” means any person or organization qualifying as such under SECTION 2 – **WHO IS AN INSURED**. The words “we”, “us” and “our” refer to Ecclesiastical Insurance as the company providing this policy. Words and phrases that appear in **bold** are defined in the policy.

Headings throughout the entire policy are formatted for ease of identification only and shall not affect interpretation of this policy.

This is a policy of insurance only for claims first made during the policy period. It is NOT an occurrence based policy.

Various provisions in this policy restrict coverage.

Read the entire policy carefully to determine rights, duties and what is and is not covered.

SECTION 1 - COVERAGE

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as **compensatory damages** to any **employee** or former **employee** or the heirs, beneficiaries or legal representatives of either because of any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable to which this policy 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** to which this policy does not apply. We may, at our discretion, investigate any report of an act, error or omission 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 3 – LIMITS OF INSURANCE AND DEDUCTIBLES**; 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 this policy.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This policy applies to **compensatory damages** only if:
 - 1) The act, error or omission is negligently committed in the **administration** of your **employee benefits program** and takes place in the **coverage territory**;
 - 2) A **claim** for **compensatory damages** because of the negligent act, error or omission is first made against any insured during the **policy period**; and
 - 3) You, at the effective date of the policy, had no knowledge of or could not have reasonably foreseen any circumstances that might result in a **claim**.
- c. A **claim** seeking **compensatory damages** will be deemed to have been made at the earlier of the following times:
 - 1) When notice of such **claim** is received and recorded by any insured or by us, whichever comes first; or
 - 2) When we make settlement in accordance with Paragraph 1. a. above.
- d. All **claims** for **compensatory damages** made by an **employee** because of any act, error or omission, or a series of related acts, errors or omissions, including **compensatory damages** claimed by such **employee's** dependents and beneficiaries, will be deemed to have been made at the time the first of those **claims** is made against any insured.

2. Exclusions

This insurance does not apply to:

- a. Any intentional, dishonest, fraudulent, criminal or malicious act, error or omission committed by any insured, including the willful or reckless violation of any statute.
- b. **Bodily injury, property damage or personal and advertising injury.**
- c. Any **claim** arising out of failure of performance of contract by any insurer, or any other party, including the insured, obligated to afford the benefits.

- d. Any **claim** arising out of any insufficiency of funds to meet any obligations under any plan included in the **employee benefits program**.
- e. Any **claim** based upon:
 - 1) failure of any investment to perform;
 - 2) errors in providing information on past performance of investment vehicles; or
 - 3) advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the **employee benefits program**.
- f. Any **claim** arising out of your failure to comply with the any workers' compensation, unemployment or employment insurance, social security or disability benefits law or any similar law.
- g. Any **claim** for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.
- h. Taxes, fines or penalties.
- i. Any **claim** arising out of wrongful termination of employment, discrimination or other employment-related practices.
- j. Any **claim** resulting from circumstances of which any insured had knowledge at the effective date of this policy.
- k. Any **claim** resulting from circumstances which any insured could have reasonably foreseen at the effective date of this policy.

l. **Abuse**

Any **claim** related to or arising directly or indirectly, in whole or in part out of **abuse** or alleged **abuse**, including:

- 1) **claims** or **actions** alleging **abuse** committed or alleged to have been committed by any person, including the transmission of disease arising out of any act of **abuse**;
- 2) **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**;
- 3) **claims** or **actions** alleging that an insured knew or ought to have known of **abuse** or alleged **abuse**; and
- 4) **claims** or **actions** alleging failure to investigate, respond to or report **abuse** or alleged **abuse**.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the **abuse** or alleged **abuse**.

m. Asbestos

Any **claim** for **compensatory damages** 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 **compensatory damages**.

n. Cyber and **Electronic data**

Any **claim** for **compensatory damages** or any other cost, loss or expense incurred by you or others caused by, resulting from or arising directly or indirectly, in whole or in part out of:

- 1) **Cyber loss**; or
- 2) The loss of use of, damage to, misinterpretation of, misuse of, corruption of, inability to access, process, store, transmit, or manipulate **electronic data**.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the **compensatory damages**.

o. **Fungi or Spores**

- 1) Any **claim** for **compensatory damages** 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**;
- 2) Any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with 1) above; or
- 3) 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 1) or 2) above.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the **compensatory damages**.

p. Nuclear Energy Liability

- 1) Liability imposed by or arising from any nuclear liability act, law or statute, or any law amendatory thereof;
- 2) Any **claim** for **compensatory damages** 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;
- 3) Any **claim** for **compensatory damages** resulting directly or indirectly from the **nuclear energy hazard** arising from:
 - a) The ownership, maintenance, operation or use of a **nuclear facility** by or on behalf of an insured;
 - b) 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**;
 - c) 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 contributes concurrently or in any sequence to the **compensatory damages**.

q. Pollution

- 1) Any **claim** for **compensatory damages** or sums, loss, costs or expenses 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;
 - 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:
 - (1) any insured; or
 - (2) 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.
 - 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**.

r. **Terrorism**

Any **claim** for **compensatory damages** 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 **compensatory damages**.

s. War Risks

Any **claim** for **compensatory damages** 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 **compensatory damages**.

3. **Supplementary Payments**

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 defence 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 judgement that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION 2 – 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** 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 (LLC), 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. A corporation, a Quebec moral person, or another organization other than a **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. Each of your **employees** who is or was authorized to administer your **employee benefits program**.
 - b. Any persons, organizations or **employees** having proper temporary authorization to administer your **employee benefits program** if you die, but only until your legal representative is appointed.
 - c. 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 corporation, Quebec moral person, or other organization you newly acquire or form, other than a **partnership**, joint venture, limited liability company or a trust, 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 under this provision does not apply to any act, error or omission that was 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**, joint venture, limited liability company or trust that is not shown as a Named Insured in the **Declarations**.

SECTION 3 – LIMITS OF INSURANCE AND DEDUCTIBLES

1. The Aggregate Limit 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**;
 - d. Acts, errors or omissions; or
 - e. Benefits included in your **employee benefits program**.
2. The Aggregate Limit shown in the **Declarations** is the most we will pay for all **compensatory damages** because of acts, errors or omissions negligently committed in the **administration** of your **employee benefits program** during the **policy period**.
3. Subject to 2, above, the Each Claim limit is the most we will pay for all **compensatory damages** sustained by any one **employee**, including damages sustained by such **employee's** dependents and beneficiaries, as a result of:
 - a. An act, error or omission; or
 - b. A series of related acts, errors or omissionsnegligently committed in the **administration** of your **employee benefits program**.

However, the amount paid under this policy shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plans included in the **employee benefits program**.

The Limits of Insurance of this policy apply separately to each **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.

4. Deductible
 - a. Our obligation to pay **compensatory damages** on your behalf applies only to the amount of **compensatory damages** in excess of any deductible amount stated in the **Declarations** as applicable to Employee Benefits Errors and Omissions Liability. The Employee Benefits Errors and Omissions Each Claim Limit will be reduced by the amount of such deductible.
 - b. The deductible amount applies to all **compensatory damages** sustained by any one **employee**, including damages sustained by such **employee's** dependents and beneficiaries, because of all acts, errors or omissions to which this policy applies.
 - 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, and the duties of any other involved insured, in the event of an act, error or omission, or **claim**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.

SECTION 4 – POLICY CONDITIONS

If any portion of these conditions are found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect.

1. **Bankruptcy**

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

2. **Canadian Currency Clause**

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

3. **Changes**

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.

4. **Duties in the Event of an Act, Error or Omission, Claim or Action**

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a **claim**. To the extent possible, notice should include:

- 1) What the act, error or omission was and when it occurred; and
- 2) The names and addresses of anyone who may suffer **compensatory damages** as a result of the act, error or omission.

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 defence 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 an act, error or omission 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.

5. Legal Action Against Us

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into an **action** asking for **compensatory damages** from an insured; or
- b. 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.

Every **action** or proceeding against us for the recovery of insurance money payable under contract is absolutely barred unless commenced within the time set out in the Insurance Act, the Civil Code of Quebec or other applicable legislation.

6. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this policy, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when 6. 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 6. c. below.

b. Excess Insurance

- 1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is effective prior to the beginning of the **policy period** shown in the **Declarations** of this policy and applies to an act, error or omission on other than a claims made basis, if the other insurance has a **policy period**, which continues after the effective date shown in the **Declarations** of this policy.
- 2) When this insurance is excess, we will have no duty 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.
- 3) 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:
 - a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - b) 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.

7. **Premiums**

The first Named Insured shown in the **Declarations**:

- a. Is responsible for the payment of all premiums; and
- b. Will be the payee for any return premiums we pay.

8. **Representations**

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.

9. **Separation of Insureds, Cross Liability**

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.

10. **Termination**

- 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) 5 days before the effective date of termination if personally delivered;
 - 2) 15 days before the effective date of termination if we terminate for non-payment of premium; or
 - 3) 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, paragraph b. 1) of this condition does not apply and 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.

11. **Transfer of Rights of Recovery Against Others to Us**

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.

12. **Transfer of Your Rights and Duties Under This Policy**

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.

SECTION 5 – DEFINITIONS

Abuse	means, but is not limited to, any act or threat involving molestation, harassment, corporal punishment, assault or battery or any other form of sexual, physical, mental, psychological or emotional abuse .
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: <ol style="list-style-type: none">1. An arbitration proceeding in which such compensatory damages are claimed and to which the insured must submit or does submit with our consent; or2. Any other alternative dispute resolution proceeding in which such compensatory damages are claimed and to which the insured submits with our consent.
Administration	means: <ol style="list-style-type: none">1. Providing information to employees, including their dependents and beneficiaries, with respect to eligibility for or scope of employee benefits program;2. Handling of records in connection with the employee benefits program; or3. Effecting, continuing or terminating any employee's participation in any benefit included in the employee benefits program. However, administration does not include handling payroll deductions.
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: <ol style="list-style-type: none">1. Notices that are published include material placed on the Internet or on similar electronic means of communication; and2. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
Bodily injury	means bodily injury , sickness or disease sustained by a person, including death resulting from any of these at any time.
Claim	means any demand or action , made by an employee or an employee's dependents and beneficiaries, for compensatory damages as the result of an act, error or omission.

Compensatory damages	means damages due or awarded in payment for actual injury or economic loss. Compensatory damages does not include punitive damages, exemplary damages, the multiple portion of any multiplied damage award, fines, penalties or monetary sanctions of any kind.
Computer system	means any computer, hardware, software, electronic device, or communication or control system (whether or not mobile or portable), including but not limited to any: <ol style="list-style-type: none"> 1. Microcontroller or microprocessor; 2. Server, cloud or networking equipment; 3. Peripheral computer equipment, input, output or data storage device; or 4. Application, program, process or code; owned, leased or operated or controlled by you or any other party.
Coverage territory	means Canada and the United States of America (including its territories and possessions).
Cyber act	means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any computer system .
Cyber incident	means: <ol style="list-style-type: none"> 1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any computer system; or 2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any computer system.
Cyber loss	means any cyber act or cyber incident including, but not limited to, any action taken or failure to be taken, in controlling, preventing, suppressing, mitigating or remediating any cyber act or cyber incident .
Declarations	means the Declarations Page(s) applicable to this policy.
Electronic data	means information, facts, concepts, programs, software or code stored as or on, created or used on, or transmitted in a form to be used, accessed, processed, transmitted or stored by a computer system .
Employee	includes a leased worker and a temporary worker .

Employee benefits program	means a program providing some or all of the following benefits to employees : <ol style="list-style-type: none">1. Group life insurance, group accident or health insurance, dental, vision and hearing plans, provided that no one other than an employee may subscribe to such benefits and such benefits are made generally available to those employees who satisfy the plan's eligibility requirements;2. Profit sharing plans, pension plans, employee stock subscription plans, provided that no one other than an employee may subscribe to such benefits and such benefits are made generally available to those employees who satisfy the plan's eligibility requirements;3. Worker's compensation insurance, unemployment insurance, social security benefits, and disability benefits.
Executive officer	means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
Fissionable substance	means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.
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.
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 .
Nuclear energy hazard	means the radioactive, toxic, explosive, or other hazardous properties of radioactive material.

Nuclear facility	<p>means:</p> <ol style="list-style-type: none"> 1. 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. 2. Any equipment or device designed or used for: <ol style="list-style-type: none"> a. separating the isotopes of plutonium, thorium and uranium or any one or more of them; or b. processing or packaging waste. 3. 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; 4. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste radioactive material; <p>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.</p>
-------------------------	--

Partnership	means a general partnership , a limited partnership or a limited liability partnership .
--------------------	---

Personal and advertising injury	<p>means injury, including consequential bodily injury, arising out of one or more of the following offences:</p> <ol style="list-style-type: none"> 1. False arrest, detention or imprisonment; 2. Malicious prosecution; 3. 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; 4. 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; 5. Oral or written publication, in any manner, of material that violates a person's right of privacy; 6. The use of another's advertising idea in your advertisement; or 7. Infringing upon another's copyright, trade dress or slogan in your advertisement.
--	--

Policy period	means the period from 12:01 a.m. inception date to 12:01 a.m. expiry date as defined in the Declarations or included in any attached endorsement amending inception and expiry date.
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.
Property damage	means: <ol style="list-style-type: none">1. 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; or2. 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.
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.
Spores	includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any fungi .
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.
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.
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.



ecclesiastical.ca

OneProtect
Abuse Liability Policy
(Claims Made and Reported)

Table of Contents

SECTION 1 – COVERAGES	2
Coverage A - Bodily Injury Liability.....	2
Coverage B - Criminal Defence Costs	2
Coverage C - Medical, Rehabilitation and Counselling Costs	3
SECTION 2 – WHO IS AN INSURED	7
SECTION 3 – LIMITS OF INSURANCE AND DEDUCTIBLE	8
SECTION 4 – DEFENCE OF CLAIMS OR ACTIONS	10
SECTION 5 - POLICY CONDITIONS	11
SECTION 6 – DEFINITIONS	16

This policy is subject to its Insuring Agreements, Exclusions, Conditions and Definitions as well as the Declarations and any Endorsements forming part of this policy.

Throughout this policy the words “you” and “your” refer to the Named Insured shown in the **Declarations**. The word “insured” means any person or organization qualifying as such under SECTION 2 – WHO IS AN INSURED. The words “we”, “us” and “our” refer to Ecclesiastical Insurance as the Insurer providing this policy. Words and phrases that appear in **bold** are defined in the policy.

Headings throughout the entire policy are formatted for ease of identification only and shall not affect interpretation of this policy.

In this policy, Coverage A. Bodily Injury Liability provides insurance only for claims first made and reported to us during the policy period; it does NOT provide occurrence based insurance. Coverage B. – Criminal Defence Costs and Coverage C. – Medical, Rehabilitation and Counselling Costs provide first-party insurance and not liability insurance.

Various provisions in this policy restrict coverage.

Read the entire policy carefully to determine rights, duties and what is and is not covered.

SECTION 1 – COVERAGES

1. Coverage A - Bodily Injury Liability

a. Insuring Agreement

We will pay those sums that the insured becomes legally obligated to pay as **compensatory damages** because of **bodily injury** arising out of **abuse** to which this insurance applies. We will have the right and duty to defend the insured against any **action** seeking those **compensatory damages** and to pay for **defence expense**. However, we will have no duty to defend the insured against any **action** seeking **compensatory damages** for **bodily injury** to which this insurance does not apply. We may, at our discretion, investigate and settle any **claim** or **action**. But:

- 1) the amount we will pay for **compensatory damages** and **defence expense** is limited as described in **SECTION 3 – LIMITS OF INSURANCE AND DEDUCTIBLE**; 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 or **defence expense**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SECTION 5 – POLICY CONDITIONS**.

b. This insurance applies to **bodily injury** arising out of or resulting from **abuse** only if:

- 1) The **abuse** takes place in the **coverage territory**; and
- 2) The actual or alleged **abuse** did not occur before the retroactive date shown on the **Declarations** or after the end of the **policy period**; and
- 3) A **claim** for **compensatory damages** because of the actual or alleged **abuse** is first made against any insured and reported to us during the **policy period** or any Extended Reporting Period we provide under paragraph 8. of **SECTION 5 – POLICY CONDITIONS**.

c. A **claim** by a person or organization seeking **compensatory damages** will be deemed to have been made when such **claim** is received by an insured, as described in **SECTION 5 – POLICY CONDITIONS** and the **claim** will be deemed to have been reported when notice is provided to us as required in **SECTION 5 – POLICY CONDITIONS**.

d. All **claims** for **compensatory damages** because of **bodily injury** arising out of **abuse** to the same person, including all derivative claims relating thereto made by any other person, will be deemed to have been made at the time that the **claim** was first made against an insured and reported to us. Nothing in this clause affects your obligation to report a **claim**.

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**.

2. Coverage B - Criminal Defence Costs

a. Insuring Agreement

We will reimburse you for reasonable costs incurred and paid by you in defending charges brought against any insured under the Criminal Code of Canada or the corresponding statute in the jurisdiction in which the charges were laid alleging **abuse**, provided that:

- 1) the criminal charges are in respect of, or arise from, or related to, **abuse** entirely taking place within the **coverage territory** and during the **policy period**;
- 2) you notify us immediately, and in any event, as soon as practicable when:
 - a) any charges are laid against any insured;
 - b) the insured is acquitted of all charges; or
 - c) all charges are withdrawn or stayed by the responsible authorities.

The reimbursement by us of costs incurred and paid by you will only be made following the acquittal or withdrawal of all charges. However, the reimbursement will not, under any circumstances, exceed the Limit of Insurance specified in the **Declarations** under Criminal Defence Costs.

3. Coverage C - Medical, Rehabilitation and Counselling Costs

a. Insuring Agreement

We will reimburse you for reasonable medical, rehabilitation and counselling expenses paid by you for **bodily injury** to which this insurance applies but only if:

- 1) the expenses are authorized in writing by us prior to being incurred; and
- 2) the expenses are in respect of, or arise from, or are related to, **abuse** entirely taking place within the **coverage territory** and during the **policy period**.

The reimbursement by us for Coverage C. Medical, Rehabilitation and Counselling Costs will be made regardless of fault. However, the reimbursement will not, under any circumstances, exceed the Limit of Insurance specified in the **Declarations** for Medical, Rehabilitation and Counselling Costs.

4. Exclusions – Coverages A, B, and C

a. This insurance does not apply to:

- 1) **bodily injury** arising directly or indirectly from any cause other than **abuse**.
- 2) any insured who allegedly or actually participated in or had actual knowledge of and failed to take steps to report or prevent the **abuse**. If, however, the insured is eventually found by a Court of Law not to have participated in or to have had actual knowledge of and failed to take steps to report or prevent the **abuse**, we will reimburse the insured's reasonable defence costs in accordance with the provisions of Coverage A – Bodily Injury or Coverage B – Criminal Defence Costs or both, as may be applicable.
- 3) any insured who allegedly or actually committed an offence under the Criminal Code of Canada, or who allegedly or actually committed an offence under the corresponding statute in any other jurisdiction in which charges are laid, alleging **abuse**, except as set out in Coverage B – Criminal Defence Costs.
- 4) **bodily injury** allegedly or actually arising from the failure of any insured to comply with the obligations prescribed by any Child, Youth and Family Services Act or any similar or corresponding statute in the applicable jurisdiction.
- 5) **bodily injury** allegedly or actually, directly or indirectly caused by a person with respect to whom any of your **employees** having **supervisory authority** either knew, or had reasonable grounds to suspect such person either had previously committed or was likely to commit **abuse**.

- 6) **claims** made or actions brought by any insured, who is older than the prescribed age of majority in the relevant jurisdiction as of the date or dates on which the **abuse** is alleged to have occurred, against another insured.

- 7) Asbestos

Bodily 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**.

- 8) Fungi or Spores

- a) **Bodily 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**.

- 9) Nuclear Energy Liability

- a) Liability imposed by or arising from any nuclear liability act, law or statute, or any law amendatory thereof;
- b) **Bodily injury**, 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**, 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**; or
 - (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**.

10) Pollution

- a) **Bodily injury**, arising out of the actual, alleged or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants**:
- (1) 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;
 - (2) 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;
 - (3) which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (a) any insured; or
 - (b) any person or organization for whom the insured may be legally responsible;
 - (4) 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; or
 - (5) at or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations 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**.
- b) any loss, cost or expense arising out of any:
- (1) 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
 - (2) **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**.

11) Terrorism

Bodily 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**.

12) War Risks

Bodily 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**.

13) Access or Disclosure of Confidential or Personal Information

Bodily injury arising out of any access to or disclosure of any person's or organization's confidential or personal information, including but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information.

14) Cyber and Electronic Data

Bodily injury or any other cost, loss or expense incurred by the insured or others caused by, resulting from or arising directly or indirectly, in whole or in part out of:

- a) **Cyber loss**; or
- b) The loss of use of, damage to, misinterpretation of, misuse of, corruption of, inability to access, process, store, transmit, or manipulate **electronic data**.

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

SECTION 2 – 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** 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 (LLC), 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. A corporation, a Quebec moral person, or another organization other than a **partnership**, joint venture, limited liability company or a trust, you are an insured. Your **executive officers** and directors are insureds, but only with respect to their duties as your **executive 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 a corporation, a Quebec moral person, or another organization other than a **partnership**, joint venture, limited liability company or a trust) 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**:
 - a) To you, to your partners or members (if you are a **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 2. a. 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 2. a. 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.

SECTION 3 – LIMITS OF INSURANCE AND DEDUCTIBLE

1. Limits of Insurance

- a. The Limits of Insurance shown in the **Declarations** and the rules below fix the most we will pay under all Coverages provided by this policy, regardless of the number of:
 - 1) Insureds;
 - 2) **Claims** made or **actions** brought; or
 - 3) Persons or organizations making **claims** or bringing **actions**.
- b. Subject to applicable law, the Abuse Aggregate Limit shown in the **Declarations** is the most we will pay for the sum of:
 - 1) all **compensatory damages** and **defence expense** under Coverage A.;
 - 2) Criminal Defence Costs under Coverage B.; and
 - 3) Medical, Rehabilitation and Counselling Costs under Coverage C.for all **claims** or **actions** made against the insured during the **policy period**.
- c. Subject to applicable law, **defence expense**, included in Coverage A. Bodily Injury Liability, is part of, and not in addition to, the Limits of Insurance provided by this policy. The Coverage A. Bodily Injury Liability Limit and the Abuse Aggregate Limit, shown in the **Declarations**, will be reduced by the sum of the amounts we pay as **compensatory damages** and **defence expense**.
- d. Subject to paragraph 1. b. above, the Coverage A. Bodily Injury Liability Limit is the most we will pay for the sum of all **compensatory damages** and **defence expense** arising from any **claim**, regardless of the number of acts of **abuse** committed, the period of time over which such acts occur, the number of claimants, or the number of perpetrators taking part in the **abuse**.
- e. Subject to paragraph 1. b. above, the Criminal Defence Costs Limit is the most we will reimburse under Coverage B. Criminal Defence Costs for successful criminal defence for **abuse**.
- f. Subject to paragraph 1. b. above, the Medical, Rehabilitation and Counselling Costs Limit is the most we will reimburse under Coverage C. Medical Rehabilitation and Counselling Costs for the sum of all reasonable medical, rehabilitation and counselling costs paid by an insured arising out of **abuse**.
- g. All **abuse** directly or indirectly caused by the same person, after the retroactive date shown on the **Declarations** and before the policy expiry date, to which this insurance applies, shall be deemed to constitute a single **claim** or **action** for the purpose of establishing Limits of Insurance. There shall be no stacking of Limits of Insurance.

The Limits of Insurance of this policy apply separately to each **policy 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.

2. **Deductible**

- a. Our obligation 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 coverage provided by this policy, and the Abuse Limit as shown in the **Declarations** will be reduced by the amount of the such deductible. The Abuse Aggregate Limit shall not be reduced by the application of such deductible amount.
- b. The deductible amount applies to all **compensatory damages** as a result of **abuse**, regardless of the number of persons or organizations who sustain damages because of that **abuse**.
- c. The terms of this policy, including those with respect to:
 - 1) Our right and duty to defend any **claim** or **action** seeking those **compensatory damages** and **defence expense**; and
 - 2) Your duties in the event of **abuse, 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 such notification of such payment made, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

SECTION 4 – DEFENCE OF CLAIMS OR ACTIONS

1. We have a right and duty to defend **claims** or **actions** against the insured seeking **compensatory damages** payable under this policy. We may make:
 - a. such investigation of any **claim** or **action**; and
 - b. such settlements within the Limit of Insurance available;as we think appropriate.
2. Our right and duty to defend such **claims** or **actions** end when we have used up the Limit of Insurance available, as provided under **SECTION 3 – LIMITS OF INSURANCE AND DEDUCTIBLE**. This applies both to **claims** and **actions** pending at that time and those filed thereafter.
3. When we control the defence for such **claims** or **actions**, we will pay for the **defence expense**. If by mutual agreement or court order the insured assumes control of the defence before the Limit of Insurance available is used up, we will reimburse the insured for reasonable **defence expense**. In either case, however, the amounts we pay will reduce the Limit of Insurance available, as provided under **SECTION 3 – LIMITS OF INSURANCE AND DEDUCTIBLE**.
4. As soon as practicable after we become aware that the Limit of Insurance available is used up:
 - a. We will notify you of any outstanding **claims** and **actions** subject to that limit; and
 - b. You will then arrange to assume control of the defence of all such **claims** and **actions** against you or any other insured when our right and duty to defend them ends.
5. We will assist the insured in the transfer of control of the defence of all **claims** and **actions** under 3. or 4. above. Until such arrangements are completed, we will take on behalf of any insured those steps that we think appropriate:
 - a. To avoid a default in any **claim** or **action**; or
 - b. To the continued defence of **claims** or **actions**.You agree that if we take such steps:
 - c. We do not waive or give up any of our rights under this policy; and
 - d. You will reimburse us for any **defence expense** that arises out of such steps if the Limit of Insurance available has been used up.

SECTION 5 - POLICY CONDITIONS

1. **Anti-Stacking of Limits**

If this policy and any other coverage form or policy issued to you by us, or any company affiliated with us, apply to the same **claim** or **action**, our maximum limit of insurance under all of the coverage forms or policies shall not exceed the limit of insurance provided under the one coverage form or policy providing the highest applicable limit of insurance among all such coverage forms or policies. In no event will any limit of insurance under this policy be excess over or added to increase the limit of insurance under any other coverage form or policy issued to you by us, or by any company affiliated with us.

This condition does not apply to any coverage form or policy issued to you by us, or by any company affiliated with us, which specifically applies as excess insurance over this policy.

2. **Bankruptcy**

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

3. **Canadian Currency Clause**

All Limits of Insurance, premiums, and other dollar amounts as expressed in this policy are in Canadian currency.

4. **Changes**

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 the policy.

5. **Duties in the Event of a Claim or Action**

The following duties in the event of a **claim** apply:

- a. If information is received by any insured concerning any known or suspected **abuse** by any insured, you shall give notice as soon as practicable to us, or this insurance will not apply. Such notice shall contain all available information pertaining to the actual, alleged or suspected **abuse**;
- b. If any **claim** is received by any insured, or if any **action** is commenced against any insured, you must immediately give written notice of any such **claim** or **action** to us and must immediately forward to us copies of every demand, notice, summons or other process received by the insured. It is a condition precedent to coverage under this policy that notice of any **claim** or **action** be provided by you to us within the **policy period**.

- 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 any **claim** or any **action**;
 - 2) authorize us to obtain records and other information relevant to any **claim** or any **action**;
 - 3) co-operate with us in the investigation, defence and settlement of any **claim** or any **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. The insured shall co-operate with us and, upon our request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which this insurance may also apply; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.
- e. The insured shall not, except at the insured's own cost, voluntarily make any payment, assume any obligation or incur any expenses other than for first aid or other urgent medical relief at the time of or in the immediate aftermath of **abuse** and only where it is not reasonably possible to obtain our written consent in accordance with Coverage C – Medical, Rehabilitation and Counselling Costs; and
- f. If we are not notified of any known or suspected **abuse**, of any **claim** or any **action**, such that our position is prejudiced, then no coverage is provided by this policy for such **abuse**, or any **claim** or **action** arising from or related to such **abuse**.

6. Examination of Your Records

We may examine and are entitled to copies of any documents in the possession or control of any insured which we deem relevant to investigation, defence or handling of **claims** under this policy or coverage available under this policy, including without limitation, employment records, human resources records, records pertaining to any alleged instances of **abuse**, reports or documents prepared in connection with any internal or external investigation, and financial and accounting books and records.

7. Exclusive Choice of Law and Jurisdiction

The construction, validity and performance of this policy will be solely governed by the laws of the Canadian Province or Territory in which it was issued. We and you expressly agree that all legal proceedings and disputes will be exclusively brought for adjudication in that Province or Territory.

8. Extended Reporting Period

In the event of expiration or termination of this policy, you may make a written request within 60 days after effective date of such expiration or termination to request an Extended Reporting Period.

At our sole discretion and based on a policy wording acceptable to us, we may provide an endorsement extending the coverage granted by this policy to cover the insured with respect to any **claim** which may be made against the insured during the period of 12 months after the effective date of the expiration or termination of the policy, but only with respect to any actual or alleged **abuse** committed prior to the effective date of the expiration or termination of this policy and after the retroactive date, if any, shown in the **Declarations**.

The additional premium for the Extended Reporting Period endorsement will be determined by us in accordance with our rules and rates and you must promptly pay the additional premium when due.

The Extended Reporting Period endorsement will not take effect unless the additional premium is paid when due. If the additional premium is paid when due, the Extended Reporting Period cannot be cancelled or changed and the premium paid is deemed fully earned and non-refundable.

A **claim** first made during the Extended Reporting Period shall be deemed to have been made on the last day of the **policy period**.

The Extended Reporting Period does not extend the **policy period** and will not increase or reinstate the limits of insurance provided in **SECTION 3 – LIMITS OF INSURANCE AND DEDUCTIBLE**.

9. Legal Action Against Us

No person or organization has a right under this policy:

- a. to join us as a party or otherwise bring us into an **action** asking for **compensatory damages** from an insured; or
- b. 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.

Every action or proceeding against us for the recovery of insurance money payable under contract is absolutely barred unless commenced within the time set out in the Insurance Act, the Civil Code of Quebec or other applicable legislation.

10. Other Insurance

This Insurance is excess over:

- a. any other valid and collectible insurance available to any insured, including, but not limited to, any commercial general liability, errors and omissions, directors and officers, and employment practices liability cover; and
- b. any self-insured retention or deductible applicable to other insurance written as specific excess insurance over the limit of insurance of this policy, and where this policy is specifically described as underlying insurance in the **Declarations** of such other policy.

11. Premiums

The first Named Insured shown in the **Declarations**:

- a. is responsible for the payment of all premiums; and
- b. will be payee for any return premiums we pay.

12. Representations

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.

13. Statute Conformity

Terms of this policy which are in conflict with the statutes of the province wherein this policy is issued are hereby amended to conform with such statutes.

14. Termination

- 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) 5 days before the effective date of termination if personally delivered;
 - 2) 15 days before the effective date of termination if we terminate for non-payment of premium; or
 - 3) 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, paragraph b. 1) of this condition does not apply and 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. 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.

15. Transfer of Rights of Recovery Against Others to Us

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 an action or transfer those rights to us and help enforce them.

16. Transfer of Your Rights and Duties Under This Policy

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 under this policy 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 6 – DEFINITIONS

Abuse	means any act or threat involving molestation, harassment, corporal punishment, assault or battery or any other form of sexual, physical, mental, psychological or emotional abuse.
Action	means a civil proceeding in which compensatory damages because of bodily injury to which this insurance applies are alleged. Action includes: <ol style="list-style-type: none">1. an arbitration proceeding in which such compensatory damages are claimed and to which the insured must submit or does submit with our consent; or2. any other alternative dispute resolution proceeding in which such compensatory damages are claimed and to which the insured submits with our consent.
Bodily injury	means bodily injury, sickness, disease, mental anguish, psychological or psychiatric conditions.
Claim	means a written or oral notice, or notice of an action , alleging that an insured is legally liable for compensatory damages for bodily injury to which the insurance applies.
Compensatory damages	means damages due or awarded in payment for actual injury or economic loss. Compensatory damages does not include aggravated, punitive damages, exemplary damages, the multiplied portion of any multiplied damage award, fines, penalties or monetary sanctions of any kind.
Computer system	means any computer, hardware, software, electronic device, or communication or control system (whether or not mobile or portable), including but not limited to any: <ol style="list-style-type: none">1. Microcontroller or microprocessor;2. Server, cloud or networking equipment;3. Peripheral computer equipment, input, output or data storage device; or4. Application, program, process or code; owned, leased, rented, operated or controlled by you or any other party.

Coverage territory	means: <ol style="list-style-type: none">1. Canada and the United States of America (including its territories and possessions);2. International waters or airspace provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in 1. above; or3. All parts of the world if the injury arises out of the activities of the insured person whose home is in the territory described in 1. above but is away for a short time on your business provided the insured's responsibility to pay compensatory damages is determined in an action on the merits, in the territory described in 1. above or in a settlement we agree to.
Cyber act	means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any computer system .
Cyber incident	means: <ol style="list-style-type: none">1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any computer system; or2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any computer system.
Cyber loss	means any cyber act or cyber incident including, but not limited to, any action taken or failure to be taken, in controlling, preventing, suppressing, mitigating or remediating any cyber act or cyber incident .

Declarations	means the Declaration Page(s) applicable to this policy.
Defence expense	<p>means payments allocated to a specific claim or action for its investigation, settlement or defence, including:</p> <ol style="list-style-type: none"> 1. All expenses we incur. 2. 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. 3. All reasonable expenses you incur at our request to assist us in the investigation or defence of the claim or action, including actual loss of earnings of up to \$1,000 a day because of time off from work. 4. All costs assessed or awarded against you in the action. 5. 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 judgement that is within the applicable Limit of Insurance.
Electronic data	means information, facts, concepts, programs, software or code stored as or on, created or used on, or transmitted in a form to be used, accessed, processed, transmitted or stored by a computer system .
Employee	includes a leased worker and a temporary worker .
Executive Officer	means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
Fissionable substance	means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.
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.
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 .

Nuclear energy hazard	means the radioactive, toxic, explosive, or other hazardous properties of radioactive material.
Nuclear facility	<p>means:</p> <ol style="list-style-type: none"> 1. 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; 2. Any equipment or device designed or used for: <ol style="list-style-type: none"> a. separating the isotopes of plutonium, thorium and uranium or any one or more of them; or b. processing or packaging waste; 3. 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; or 4. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste radioactive material; <p>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.</p>
Partnership	means a general partnership, a limited partnership or a limited liability partnership.
Policy period	means the period from 12:01 a.m. inception date to 12:01 a.m. expiry date as defined on the Declarations or included in any attached endorsement amending inception and expiry date.
Pollutants	means 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.
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.
Spores	includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any fungi .

Supervisory authority means a person or persons who have the authority to employ or terminate the employment of other **employees** or **volunteer workers**.

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.

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.

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.



ecclesiastical.ca

Prior Knowledge Exclusion

This endorsement modifies insurance provided by the Abuse Liability Policy.

The following additional exclusion is added to: **SECTION 1 – COVERAGES**, 4. Exclusions – Coverages A, B, and C, a.

15) Prior and pending

Any **claim** based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or threatened **abuse** or any fact, circumstance or situation indicating the possibility of a **claim** which is known to any insured prior to the inception date of this **policy period**.

Except as otherwise provided in this Endorsement, all the terms, conditions, limitations and exclusions of the Policy shall have full force and effect.