

This insuring agreement provides general liability protection for your business activities. There are, of course, limitations and exclusions that apply to that protection. Read this agreement carefully to determine the extent of the coverage provided to you and other protected persons.

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Protected person means any person or organization qualifying as a protected person under the Who is Protected Under This Agreement section.

Bodily injury means physical harm, sickness or disease experienced by other people. It also includes mental anguish or death that results at any time from such harm, sickness or disease.

Property damage means:

- physical damage to tangible property of others, including all resulting loss of use of that property; or
- loss of use of tangible property of others that isn't physically damaged.

Tenant liability means property damage to premises you rent or occupy but don't own, when the protected person is legally at fault for the damage. But tenant liability does not include damage to such property when it's not the protected person's fault. For example:

You rent space in a shopping centre for your store. Your lease makes you responsible for all damage to the premises even though you're not to blame.

Suppose your employee carelessly leaves the plug in a sink with the water running. We'll pay up to the Tenant liability limit of coverage for the water damage you're legally responsible for because of the carelessness.

But if through no fault of yours, a pipe breaks from cold weather and floods your premises, we won't pay for the water damage even though your lease makes you responsible for it.

Event means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

Personal injury means injury, other than bodily injury, caused by any of the following offences that result from your business activities, other than advertising, broadcasting, publishing or telecasting done by or for you:

- false arrest, detention, or imprisonment;
- malicious prosecution;
- wrongful entry or wrongful eviction;
- libel or slander;

- written or spoken material made public which belittles the products or work of others; or
- written or spoken material made public which violates an individual's right of privacy.

Advertising injury means injury caused by any of the following offences that result from the advertising of your products or work:

- libel or slander;
- written or spoken material made public which belittles the products or work of others;
- written or spoken material made public which violates an individual's right of privacy;
- unauthorized taking of advertising ideas or style of doing business; or
- infringement of copyright, title or slogan.

Medical expenses mean the reasonable expenses incurred by a person for medical services during the one year after sustaining bodily injury caused by an event that:

- happens while this agreement is in effect; and
- results from your business activities.

Medical services include:

- first aid received at the time of an event;
- medical, surgical, x-ray and dental services, including artificial limbs and organs;
- ambulance, hospital and professional services; and
- funeral services.

Right and duty to defend. We'll have the right and duty to defend any claim or suit for covered injury or damage made or brought against any protected person. But we have no duty to perform other acts or services. And our duty to defend claims or suits ends when we have used up the limits of coverage that apply with the payment of judgments, settlements or medical expenses.

We'll have the right to investigate and settle any claim or suit if we believe that's proper.

Claim means a demand in which compensatory damages are alleged.

Suit means an action or civil proceeding in which compensatory damages are alleged. And it includes an arbitration proceeding for such damages to which you must submit or submit with our consent.

Injury or damage means bodily injury, personal injury, advertising injury, property damage or tenant liability.

Additional payments. We'll have the duty to make only the payments shown below in connection with any claim or suit we defend. These payments are in addition to the limits of coverage. But our duty to make such payments ends when we have used up the limits of coverage that apply with the payment of judgments, settlements or medical expenses.

Our expenses. We'll pay all expenses we incur.

Bail bonds. We'll pay up to \$250 for the cost of bail bonds required because of accidents or violations of traffic laws. But only if they result from the use of any vehicle to which the bodily injury coverage under this agreement applies. We don't have to furnish such bonds.

Bonds to release property. We'll pay the cost of bonds to release property that's being used to secure a legal obligation. But only for bond amounts within the limit of coverage that applies. We don't have to furnish such bonds.

Expenses incurred by protected persons. We'll pay all reasonable expenses that any protected person incurs at our request while helping us investigate or defend a claim or suit. But we won't pay more than \$100 per day for earnings actually lost by the protected person because of time taken off from work.

Taxed costs. We'll pay all costs taxed against any protected person in a suit.

Pre-judgment interest. We'll pay pre-judgment interest awarded against a protected person on that part of any judgment we pay.

Post-judgment interest. We'll pay all interest that accumulates on the amount of a judgment. But only from the date of the judgment to the date we:

- pay;
- offer to pay; or
- deposit in court;

the limit of coverage that applies to the judgment.

When This Agreement Covers

Bodily injury and property damage liability. We'll apply this agreement to claims or suits for covered bodily injury, property damage or tenant liability whenever they're made or brought.

Personal injury and advertising injury liability. We'll apply this agreement to claims or suits for covered personal injury or advertising injury whenever they're made or brought.

Medical expenses. We'll apply this agreement to covered medical expenses only when they're reported to us within the one year following the date of the event.

Where This Agreement Covers

We'll defend claims or suits, or pay judgments, settlements or medical expenses, only in the coverage territory for covered injury or damage caused by events or offences that happen or are committed there.

However, we'll also defend claims or suits, or pay judgments, settlements or medical expenses, in the coverage territory for covered injury or damage caused by events or offences that happen or are committed in the rest of the world if they result from:

- the activities of a person whose home is in the coverage territory, but is away for a short time on your business; or
- your products made or sold by you in the coverage territory.

Coverage territory means Canada, the United States of America, their territories and possessions and Puerto Rico. And it includes international waters or airspace only during travel or transportation between any of the above places.

Who Is Protected Under This Agreement

Individual. If you are named in the Introduction as an individual, you and your spouse are protected persons only for the conduct of a business of which you are the sole owner.

Partnership or joint venture. If you are named in the Introduction as a partnership or joint venture, you are a protected person. Your partners or co-venturers and their spouses are protected persons only for the conduct of your business.

No person or organization is a protected person for the conduct of any current or past partnership or joint venture that's not named in the Introduction.

Corporation or other organization. If you are named in the Introduction as a corporation or other organization, you are a protected person. Your executive officers and directors are protected persons only for their duties as your officers or directors. And your stockholders are protected persons only for their liability as your stockholders.

Employees. Your employees are protected persons only for work done within the scope of their employment by you.

However, your employees aren't protected persons for:

- bodily injury or personal injury to you or to any co-employee;
- bodily injury or personal injury that results from their performance of or failure to perform health care professional services; or
- damage to property owned, rented, leased, occupied or borrowed by them; co-employees; or any protected partner or co-venturer.

But this Employees protection section doesn't apply to your executive officers. The Corporation or other organization section applies to them.

Real estate managers. Your real estate managers are protected persons only for their management of your real estate. They may be persons or organizations.

But this Real estate managers protection section doesn't apply to your employees. The Employees section applies to them.

Operators of mobile equipment. All operators of mobile equipment are protected persons for their driving of such equipment on a public road with your permission. Any person or organization legally responsible for the driving conduct of the operator is also a protected person. But only if there's no other valid and collectible insurance available to cover their liability for the operators.

However, no operator or any other person or organization is a protected person for:

- bodily injury to a co-employee of the person driving the equipment; or
- damage to property owned, rented, leased, occupied or controlled by you or the employer of an operator who is a protected person.

Mobile equipment means any land vehicle that:

- is designed for use primarily off public roads; or
- is kept for use only on or next to premises you own, rent or lease.

Newly acquired organizations. Any organization you acquire or form while this agreement is in effect is a protected person, if you own it or have controlling interest in it.

However, no newly acquired or formed organization is a protected person for:

- more than 90 days, or the remainder of the policy period, whichever is less, from the date that you acquire or form it;
- bodily injury or property damage that results from an event that happened before you acquired or formed it;
- personal injury or advertising injury that results from an offence committed before you acquired or formed it; or
- injury or damage that's covered under any other insurance.

But this Newly acquired organizations protection section doesn't apply to a partnership or joint venture. Nor does it apply to any organization once it's named in the Introduction.

Separation of protected persons. This agreement applies:

- to each protected person named in the Introduction as if that protected person were the only one named there; and
- separately to each other protected person.

However, the limits of coverage shown in the Coverage Summary are shared by all protected persons. We explain how in the Limits Of Coverage section. Also, any right or duty specifically assigned to the first Named Insured remains unchanged. We explain those rights and duties in the General Rules, which is a part of your policy.

Limits Of Coverage

The limits shown in the Coverage Summary and the information contained in this section fix the most we'll pay regardless of the number of:

- protected persons;
- claims made or suits brought; or
- persons or organizations making claims or bringing suits.

General total limit. This is the most we'll pay for the combined total of:

- all covered bodily injury, property damage and tenant liability that happens in a policy year; and
- all covered medical expenses that result from all events that happen in a policy year.

However, this limit doesn't apply to covered personal injury and advertising injury. Instead, the Personal injury and advertising injury total limit applies. We explain that limit below.

Nor does this limit apply to covered bodily injury and property damage that:

- result from your products and completed work; and
- happen away from premises you own, rent or lease.

Instead, the Products and completed work total limit applies. We explain that limit below.

Policy year means the policy period shown in the Introduction when the policy period is one year or less. But when the policy period is

longer than one year, it means each consecutive annual period, and the remaining period if any, that the policy is in effect, starting with the date the policy begins.

Personal injury and advertising injury total limit.

This is the most we'll pay for the combined total of all covered personal injury and advertising injury committed in a policy year.

Products and completed work total limit. This is the most we'll pay for the combined total of all covered bodily injury and property damage that:

- result from your products and completed work; and
- happens in a policy year away from premises you own, rent or lease.

Your products mean goods or products that:

- you;
 - others using your name; or
 - others whose business or assets you've acquired;
- have manufactured, sold, handled, distributed or disposed of, including containers, materials, parts or equipment provided in connection with your products. It includes warranties or statements made about the fitness, quality, durability or performance of your products.

But we won't consider your products to include:

- products that are still in your physical possession;
- real property;
- containers that are vehicles;
- property rented to others; or
- property you haven't sold, but which you allow others to use. For example, a vending machine.

Your work means work done by or for you, including the materials, parts or equipment provided in connection with your work. It includes warranties or statements made about the fitness, quality, durability or performance of your work.

Your completed work means your work that is completed at the earliest of the following times, including work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete:

- when all of the work called for in your

contract has been completed:

- when all of the work to be done at the work site has been completed, if your contract calls for work at more than one site; or
- when that part of the work at the work site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

However, we won't consider the following to be completed work:

- work that hasn't yet been completed or abandoned;
- uninstalled equipment, abandoned or unused materials, or tools; or
- work done in connection with transporting property - other than a condition created in or on a vehicle by the loading or unloading of it.

We explain what we mean by loading or unloading in the Aircraft exclusion.

Personal injury and advertising injury limit. This is the most we'll pay for all covered personal injury and advertising injury sustained by any one person or organization and caused by all offences committed in a policy year.

Each event limit. This is the most we'll pay for all covered bodily injury, property damage, tenant liability and medical expenses that result from any one event. However, the most we'll pay for covered tenant liability or medical expenses that result from any one event is further limited by the following:

1. *Tenant liability limit.* This is the most we'll pay for all covered tenant liability that results from any one event.
2. *Medical expenses limit.* This is the most we'll pay for all covered medical expenses that are incurred by any one person and result from any one event.

How the Limits of Coverage apply to an extension of the policy period. If the original policy period shown in the Introduction is extended for less than 12 months, each extended period will be considered to be part of the last policy year. For example:

Your policy period is for one year. You request a three month extension. We agree. As a result, your policy year becomes 15 months. It will be subject to the same limits of coverage

that applied when the policy year was 12 months.

How the Limits of Coverage apply if a total limit is left blank. If the amount of the General total limit, the Personal injury and advertising injury total limit or the Products and completed work total limit is left blank in the Coverage Summary, that total limit will be considered to be the same as the Each event limit or \$50,000, whichever is more. If the amount of the Personal injury and advertising injury limit is left blank in the Coverage Summary, that limit will be considered to be the same as the Each event limit.

Exclusions - What This Agreement Won't Cover

Intentional bodily injury or property damage. We won't cover bodily injury or property damage expected or intended from the standpoint of the protected person. Nor will we cover medical expenses that result from such bodily injury.

But we won't apply this exclusion to intentional bodily injury or property damage that results from the use of reasonable force to protect people or property.

Contract liability. We won't cover the protected person's liability for injury or damage assumed under any contract or agreement.

But we won't apply this exclusion to liability for injury or damage the protected person would have without the contract or agreement. Nor will we apply this exclusion to the protected person's liability for bodily injury or property damage assumed under a covered contract.

Covered contract means any:

- lease of premises;
- sidetrack agreement;
- elevator maintenance agreement;
- easement agreement, including any license agreement in connection with vehicle or pedestrian private railroad grade crossings; or
- promise to reimburse a municipality that's required by ordinance and isn't connected with work for the municipality.

Covered contract also includes that part of any other contract or agreement under which you assume the tort liability of another to pay compensatory damages for covered bodily injury or property damage to others if such contract or agreement:

- is related to your business; and
- is made before the bodily injury or property damage happens.

Tort liability means a liability that would be imposed by law without any contract or agreement.

But we won't consider any of the following to be a covered contract:

Architect indemnity. That part of any contract or agreement which indemnifies any architect, engineer or surveyor for bodily injury or property damage that results from:

- the performance of or failure to perform professional services; or
- the giving of or failure to give directions or instructions when they are the primary cause of the bodily injury or property damage.

Protected architect. That part of any contract or agreement which requires the protected person who is an architect, engineer or surveyor to assume liability for bodily injury or property damage that results from the performance of or failure to perform professional, supervisory, inspection or engineering services.

Damage to your premises. That part of any contract or agreement which indemnifies any person or organization for damage to premises you rent, lease or borrow from others.

War. That part of any contract or agreement which requires any protected person to assume liability for bodily injury or property damage caused by war.

Professional services of an architect, engineer or surveyor include the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications.

War includes declared or undeclared war, Civil war, Insurrection, Invasion, Rebellion, Revolution, Or seizure of power, Or anything done to hinder or defend these actions.

Workers' compensation. We won't cover any obligation that the protected person has under workers' compensation, disability benefits or unemployment compensation law, or any similar law.

Employer's liability. We won't cover bodily injury to an employee arising out of and in the course of his or her employment by a protected person. Nor will we cover bodily injury to the spouse, child, parent, brother or sister of that employee which results from the bodily injury to the employee.

This exclusion applies whether the protected person may be held liable as an employer or in any other capacity, such as a property owner or product manufacturer. For example:

You manufacture tires. Your employee is injured while driving a company truck equipped with your tires, when one of the tires blows out resulting in an accident. He receives workers' compensation benefits. If he later sues you in your capacity as a manufacturer, alleging that his injury happened because your product was defective, we won't protect you.

This exclusion also applies to any obligation of the protected person to share damages with or repay someone else who must pay damages because of bodily injury to any employee of the protected person. For example:

Your employee is injured in a printing press accident. She receives workers' compensation benefits. Later, she sues the manufacturer of the printing press alleging that her injury happened because the press didn't have enough guarding devices on it. If the manufacturer in turn sues you alleging that your faulty maintenance of the press - not the lack of guarding devices - resulted in the employee's injury, we won't protect you.

But we won't apply this exclusion to liability for bodily injury:

- assumed under any covered contract; or
- to any employee on whose behalf a protected person has paid - or should have paid - assessments (premiums) to any Canadian Workers' Compensation authority.

Pollution. We won't cover bodily injury, property damage, tenant liability, or medical expenses that result from pollution at or from:

- your premises;
- a waste site; or
- your work site.

Nor will we cover bodily injury, property damage or medical expenses that result from pollution caused by waste pollutants.

We also won't cover any loss, cost or expense that results from any governmental request or order that you test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants or waste pollutants.

Pollution means the actual, alleged or threatened discharge, dispersal, release or escape of pollutants.

Pollutants mean any solid, liquid, gaseous or thermal irritant or contaminant, including:

- smoke, vapours, soot, fumes;
- acids, alkalis, chemicals; and
- waste.

However, we won't consider heat, smoke or fumes to be pollutants when they result from a hostile fire at or from:

- your premises; or
- your work site when pollutants are brought on or to the site in connection with such work.

Waste includes materials to be recycled, reconditioned or reclaimed.

Your premises means any premises you own, rent, lease or occupy. It also includes premises you no longer own, rent, lease or occupy.

Waste site means any site or location used, or being used, by or for you or others for the handling, storage, disposal, processing or treatment of waste.

Your work site means any site or location on which work is being performed by or for you when:

- pollutants are brought on or to the site in connection with such work; or
- the work is to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

Waste pollutants mean those pollutants which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for you or any other person or organization for whom you're legally responsible.

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

Auto. We won't cover bodily injury, property damage or medical expenses that result from the ownership, use or operation by or on behalf of any protected person of:

- any auto;
- any motorized snow vehicle or its trailer;
- any vehicle while being used in any pre-arranged demolition or speed contest, stunting activity or practice or preparation for such events or activities;
- any vehicle which if it were to be insured would be required by law to be insured under a contract evidenced by a motor vehicle liability policy or any vehicle insured under such a contract.

Nor will we cover liability for bodily injury or property damage that's insured under any motor vehicle liability policy:

- in effect;
- which would be in effect if its limits hadn't been used up; or
- which is required by law to be in effect.

But we won't apply this exclusion to bodily injury, property damage or medical expenses that result from:

- the parking of an auto on premises you own, rent or lease or its adjacent access ways - provided the auto isn't owned, rented, leased or borrowed by any protected person;
- 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;
- the handling of property after it's moved from the place where it's accepted for transportation - until it's placed on or in an auto; and
- the handling of property after it's removed from an auto until it's set in the place where it's finally delivered.

Auto means any self-propelled land motor vehicle, trailer or semitrailer which is principally designed and is being used for transportation

of people or property on public roads. This includes any attached machinery, apparatus or equipment.

Aircraft. We won't cover bodily injury, property damage or medical expenses that result from the:

- ownership, maintenance, use or operation;
 - loading or unloading; or
 - entrustment to others;
- of any aircraft or air cushion vehicle owned, operated, rented or borrowed by any protected person.

But we won't apply this exclusion to bodily injury, property damage or medical expenses that result from:

- liability for bodily injury or property damage assumed under any covered contract for the ownership, maintenance or use of aircraft; or
- the operation of specialized equipment.

Loading or unloading means the handling of property after it's moved from the place where it's accepted for transportation - until it's unloaded and set in the place where it's finally delivered. But loading or unloading doesn't include moving property by an unattached mechanical device. For example, a forklift or a conveyor. We won't, however, consider a hand truck to be a mechanical device.

Entrustment to others means the permitting of another to use or do something. It also includes the giving of something to another for safekeeping.

Specialized equipment means:

- air compressors, pumps or generators;
- building cleaning, geophysical exploration, lighting spraying, welding or well-servicing equipment; and
- creeper pickets or similar devices used to lift workers.

Watercraft. We won't cover bodily injury or property damage or medical expenses that result from the:

- ownership, maintenance, use or operation;
 - loading or unloading; or
 - entrustment to others;
- of any watercraft owned, operated, rented, leased or borrowed by any protected person.

But we won't apply this exclusion to bodily

injury, property damage or medical expenses that result from:

- liability for bodily injury or property damage assumed under any covered contract for the ownership, maintenance or use of watercraft;
- watercraft while ashore on premises you own, rent or lease;
- watercraft you don't own that's less than 12 metres long and isn't being used to carry persons or property for a charge; or
- the operation of specialized equipment.

Control of property. We won't cover property damage to:

- property you own, rent, lease, occupy or borrow. But we won't apply this part of this exclusion to tenant liability;
- premises you sell, give away or abandon, if the damage results from any part of those premises. But we won't apply this exclusion part to premises which are your completed work and were never occupied, rented or held for rental by you;
- that particular part of any real property or personal property in your care, custody or control being worked on by you or for you, if the damage results from that work;
- that particular part of any property that must be restored, repaired or replaced because your work was incorrectly performed on it. But we won't apply this exclusion part to damage that results from your completed work.

Furthermore, we won't apply this exclusion to liability for damage to the above property assumed under a sidetrack agreement, other than:

- property you own, rent, lease or occupy; or
- premises you sell, give away or abandon.

Damage to your products or completed work. We won't cover damage to any of your products that's caused by the product itself or by any of its parts. For example:

You manufacture air conditioners. They contain several moving parts which can break down for many reasons. Regardless of the cause, we won't protect you for any damage to the part that fails or to the rest of the air conditioner.

Nor will we cover damage to your completed work that's caused by the work itself or by any

of its parts. But we won't apply this exclusion part if:

- this agreement provides completed work coverage; and
- the damaged completed work, or the completed work that causes the damage, was done for you by others.

For example:

You construct a building as a general contractor. Some of the work is done by you while the rest is done for you by subcontractors. The building is accepted by the owner. If it's damaged by a fire caused by faulty electrical wiring installed by a subcontractor, we won't apply the exclusion. However, if the faulty wiring was installed by you, we'll apply the exclusion to damage to your completed work done by you.

Impaired property. We won't cover property damage to impaired property, or property that hasn't been physically damaged, that's caused by:

- your faulty or dangerous products or completed work; or
- a delay or failure in fulfilling the terms of a contract or agreement.

But we won't apply this exclusion to damages that result from the loss of use of other property not physically damaged that's caused by sudden and accidental physical damage to your products or completed work after they've been put to their intended use. For example:

You supply an electric motor to a customer who uses it to power his conveyor. The motor's shaft breaks several days later while he's operating the conveyor. The conveyor isn't damaged, but your customer has extra costs because he's unable to use it until the motor is repaired. If he sues you to recover those costs, we won't apply the exclusion. However, if the customer discovers while hooking the motor up to the conveyor that the motor's shaft is broken, we won't protect you.

Impaired property means tangible property, other than your products or completed work, that can only be restored to use by:

- the adjustment, repair, replacement or removal of your products or completed work which forms a part of it; or

- your fulfilling the terms of a contract or agreement.

Product recall. We won't cover damages that result from the:

- loss of use;
 - recall, withdrawal;
 - adjustment, inspection, repair, replacement; or
 - removal or disposal of;
- impaired property or your products or completed work from the market or from use by anyone for any reason.

We explain what we mean by impaired property in the Impaired property exclusion.

False material. We won't cover personal injury or advertising injury that results from written or spoken material made public by or for the protected person if the material is known by that person to be false.

Material first made public. We won't cover personal injury or advertising injury that results from written or spoken material if the material was first made public before this agreement went into effect.

Deliberately breaking the law. We won't cover personal injury or advertising injury that results if the protected person knowingly breaks any criminal law. Or if someone else breaks such a law with the consent or knowledge of the protected person.

Breach of contract. We won't cover advertising injury that results from the failure of any protected person to do what is required by a contract or agreement.

But we won't apply this exclusion to the unauthorized taking of advertising ideas if the contract or agreement doesn't specifically prohibit such taking.

Poor quality or performance. We won't cover advertising injury that results from the failure of goods, products or services to conform with advertised quality or performance.

Wrong price description. We won't cover advertising injury that results from the wrong description of the price of goods, products or services.

Advertising business. We won't cover advertising injury that results from an offence committed by any protected person in the business of advertising, broadcasting, publishing or telecasting.

Medical expenses of certain persons. We won't cover medical expenses of anyone:

- protected under this agreement;
- hired to do work for any protected person or a tenant of any protected person;
- injured on that part of premises you own, rent or lease that the injured person normally occupies;
- to whom benefits are payable, or are required to be provided, under a workers' compensation or disability benefits law, or any similar law;
- injured by your products or completed work;
- injured in war;
- who refuses to be examined as often as we decide, within reason, by doctors we choose.

We explain what we mean by war in the Contract liability exclusion.

Nuclear energy liability. We won't cover liability resulting from the Nuclear Liability Act. Nor will we cover bodily injury or property damage for which any protected person is covered under a nuclear energy liability policy issued by a group such as one of the following:

- the Nuclear Energy Liability Insurance Association;
 - the Mutual Atomic Energy Liability Underwriters; or
 - the Nuclear Insurance Association of Canada.
- Nor will we cover bodily injury or property damage that would have been covered by a policy issued by one of those groups if its limits of coverage hadn't been used up.

We won't cover medical expenses that result from the hazardous properties of nuclear material related to the operation of a nuclear facility by anyone. Nor will we cover bodily injury or property damage that results from the hazardous properties of nuclear material when:

- any protected person is required by law to maintain financial protection for nuclear events. Or is entitled, or would have been entitled had this policy not been issued, to indemnity for nuclear events from the Canadian or United States government.

- the nuclear material is located at, or at any time discharges from, any nuclear facility that is owned or operated by any protected person. Nor will we cover such bodily injury or property damage if the nuclear facility owned by any protected person is operated by others.

- the nuclear material is contained in spent fuel or waste that any protected person, or someone acting for them, has at any time possessed, transported or disposed of.

- the bodily injury or property damage results from services or materials any protected person furnishes in connection with the planning, construction, maintenance, operation or use of a nuclear facility. If the nuclear facility is in Canada, the United States Of America, or their territories or possessions, this paragraph applies only to property damage to the facility and any property at its site.

Hazardous properties include radioactive, toxic or explosive properties.

Property damage includes all forms of radioactive contamination of property.

Nuclear material means source material, special nuclear material or by-product material as defined under the federal Atomic Energy Act.

Nuclear facilities are any of the following:

- nuclear reactors.
- enrichment plants.
- fuel or spent fuel handling or processing plants.
- a location prepared or used for handling, storing or disposing of nuclear waste.
- a location containing more than 25 grams of plutonium or uranium 233 combined, or more than 250 grams of uranium 235.

Nuclear reactor means anything that can be used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

Nuclear waste is waste from any of the first three nuclear facilities named above which contains by-product material. But we won't consider waste to include tailings or other wastes from the processing of ore to extract or concentrate uranium or thorium to produce source material.

Spent fuel is any fuel element or component, whether solid or liquid, which has been used or exposed to radiation in a nuclear reactor.

Other Insurance

This agreement is primary insurance. If there is other valid and collectible insurance for injury or damage covered by this agreement, the following applies:

Primary insurance. When there is other primary insurance, we'll share any damages with that insurance using one of the methods of sharing described below. However, this agreement will be excess insurance over any part of any other insurance which provides:

- property or similar coverage for damage to your work;
- property or similar coverage for damage to premises you rent or lease from others;
- coverage for injury or damage that results from the maintenance, use, operation or loading or unloading of any auto, aircraft or watercraft that's not specifically excluded by the Auto, Aircraft or Watercraft exclusions in the Exclusions - What This Agreement Won't Cover section.

Excess insurance. When this agreement is excess insurance:

1. We'll have no duty to defend any claim or suit. However, we'll defend a claim or suit for covered injury or damage if the other insurers won't. In return we'll require that the protected persons give us all of their rights against those insurers.
2. We'll pay only the amount of damages that's in excess of:
 - the total amount that all such other insurance would pay if this agreement didn't exist; and
 - the total of all deductible and self-insured amounts under all that other insurance.

However, we'll share such excess damages with any other insurance that:

- isn't described in the Primary insurance section above; and
- wasn't bought specifically to apply in excess of the Limits of Coverage shown in the Coverage Summary.

But we won't pay more than the limits of coverage that apply under this agreement.

Methods of sharing. We'll use one of the methods of sharing described below.

Contribution by equal shares. If all of the other insurance permits contribution by equal shares, we'll share the damages equally. But we won't pay more than the limits of coverage that apply under this agreement. If any policy reaches its limit before the entire amount of damages is paid, the remaining policies will share the balance equally until their limits have been used up or the amount of the damages is paid in full. For example:

You are required by a court to pay damages of \$1,000,000. Besides this agreement, two other policies apply to the judgment. The limit of this agreement is \$500,000. Policy B has a \$100,000 limit and Policy C's limit is \$300,000.

First, \$100,000 is subtracted from each policy's limit because that is the lowest limit provided by any of the three policies. The result: Policy B's limit is used up; the balance due on the judgment is \$700,000; \$400,000 remains of this agreement's limit; and the unused portion of Policy C's limit equals \$200,000.

Next, \$200,000 is subtracted from the limit on this agreement and Policy C because that amount equals the smallest amount of limit remaining on either policy after the initial \$100,000 payment. The result: Policy C's limit is used up; the balance due on the judgment is now \$300,000, and this agreement has \$200,000 of its limit remaining.

Finally, the rest of the limit on this agreement is paid. The result: this agreement's limit is used up; the balance due on the judgment is now \$100,000, which you must pay; and the total paid under each policy is: \$500,000 this agreement, \$100,000 Policy B and \$300,000 Policy C.

Contribution by limits. If any of the other insurance doesn't permit contribution by equal shares, we'll pay that portion of the damages equal to our percentage of the total of all limits that apply. But we won't pay more than the

limits of coverage that apply under this agreement. For example:

You are required by a court to pay damages of \$600,000. Besides this agreement, another policy applies to the judgment. The limit of this agreement is \$300,000 and Policy B has a \$100,000 limit. The total limit of all insurance is \$400,000.

Our limit is 75% (\$300,000/\$400,000) of the total limit. But we won't pay 75% of the judgment because that \$450,000 share is more than our limit. We'll pay only our limit, which is \$300,000.