



# **Commercial General Liability**

## Insurance Policy

## Policy Declarations

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

<b>Policy Number:</b>	MU202424
<b>Named Insured:</b>	National Firearms Association
<b>Mailing Address:</b>	P.O. Box 49090, Edmonton, AB T6E 6H4
<b>Description of Operations:</b>	Non-Profit Firearm Safety Association
<b>Effective Date:</b>	March 01, 2023
<b>Expiry Date:</b>	March 01, 2024
<b>Policy Premium:</b>	\$Incl. subject to a minimum premium of 25%
<b>Policy Fee:</b>	\$Incl.
<b>Total Amount Payable:</b>	\$Incl.
<b>Broker:</b>	CapriCMW Insurance Services Ltd.
<b>Brokerage Address:</b>	100 - 1500 Hardy Street, Kelowna, BC V1Y 8H2

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In return for the payment of the premium, Insurers agree with the Named Insured to provide the insurance afforded by this policy. TruStar Underwriting Inc. on behalf of Insurers has executed this policy, but it is valid only if countersigned by our authorized representative.

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



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Authorized Representative  
TruStar Underwriting Inc.

April 28, 2023  
Countersignature Date

## SCHEDULE OF COVERAGES

INSURANCE IS AFFORDED ONLY WITH RESPECT TO THOSE COVERAGES SPECIFIED BY A PREMIUM CHARGE OR IN THE SCHEDULES INCORPORATED HEREIN:

Coverage	Deductible	Limit	Rate	Premium
<b>Limits:</b>				
<b>Commercial General Liability</b>				
Each Occurrence	\$1,000 BI/PD	\$5,000,000	\$8.85	Incl.
Products/Completed Operations		\$5,000,000		Incl.
Personal Injury/Advertising Liability		\$5,000,000		Incl.
Tenants Legal Liability	\$1,000	\$1,000,000		Incl.
Medical Payments		\$25,000		Incl.
Standard Non-Owned Automobile Liability		\$5,000,000		Incl.
Damage to Hired Automobiles	\$1,000	\$50,000		Incl.
<b>Coverage Extensions:</b>				
<b>Director's &amp; Officers Liability</b>				
Any One Claim	\$1,000	\$5,000,000	Incl.	Incl.
Aggregate Limit		\$5,000,000		
<b>Forest or Prairie Fire Fighting Liability</b>				
Each Occurrence	\$1,000	\$2,000,000	Incl.	Incl.
Aggregate Limit		\$2,000,000		
<b>Fungi and Fungal Derivatives Liability</b>				
Each Occurrence	\$1,000	\$250,000	Incl.	Incl.
Aggregate Limit		\$250,000		
<b>Limited Pollution Liability</b>				
Each Occurrence	\$1,000	\$1,000,000	Incl.	Incl.
Aggregate Limit		\$1,000,000		

## SCHEDULE OF POLICY WORDINGS AND ENDORSEMENTS

No.	Form Name	Form ID
	Code of Consumer Rights and Responsibilities	STDW001-01
	Complaints Resolution Process	STDW002-01
	Claims Handling Procedures	STDW003-01
	Common Policy Conditions (Liability)	STDW005-01
	Short Rate Cancellation Table	STDW007-01
	Several Liability Notice	STDW008-01
	Declaration of Emergency Endorsement	STDW009-01
	Commercial General Liability Form	CGLW001-01
1	Communicable Disease Exclusion	CGLE010-01
2	Cyber Liability Exclusion Endorsement	CGLE013-01

3	Expiry Date Endorsement	CGLE999-01
4	Forest or Prairie Fire Fighting Expense Endorsement	CGLE030-01
5	Fungi or Spores Exclusion Amendment Endorsement	CGLE031-01
6	Limited Pollution Liability Extension Endorsement	CGLE039-01
7	Named Insured Endorsement	CGLE999-01
8	Personal Excess Liability Endorsement	CGLE999-01
9	Rights of Recourse Endorsement	CGLE055-01
10	Sanction Limitation Exclusion Endorsement	CGLE057-01
11	Sports & Social Activities Endorsement	CGLE999-01
12	Total Professional Indemnity Exclusion Endorsement	CGLE065-01
13	Watercraft Endorsement	CGLE999-01
14	Worldwide Territory Extension Endorsement	CGLE078-01
	Standard Non-Owned Automobile Liability - S.P.F. No. 6	AUTW001-01
15	Legal Liability for Damage to Hired Automobiles Endorsement - S.E.F. No. 94	AUTE001-01
16	Contractual Liability Endorsement - S.E.F. No. 96	AUTW003-01
17	Excluded Long Term Leased Vehicle Endorsement - S.E.F. No. 99	AUTW002-01

## IMPORTANT INFORMATION

IN CONSIDERATION OF THE INSURED having paid or agreed to pay the premium set against the name of each INSURER named in the schedule of subscribing Companies forming part hereof or to INSURERS whose names are substituted therefor or added thereto by endorsement, herein after called "THE INSURERS".

THE INSURERS SEVERALLY AND NOT JOINTLY, each for the proportion on for the sum insured and for the Coverages set against its name in the schedule of subscribing companies hereunder, agree with the INSURED named in the Declarations herein to insure as provided and limited in this Policy, its Riders and Endorsements.

The liability of The Insurers individually under this Policy shall be limited to that proportion of the loss payable under this Policy which the sum or proportion set against the name of the Individual Insurer in the schedule of subscribing Companies hereunder, or such other sum or proportions as may be substituted therefore by endorsement, bears to the total of the sums respectively set against each item of this Policy and its Riders and Endorsements.

Wherever in this Policy, or in any endorsement attached hereto, reference is made to "The Company", "The Insurer", or "This Company", reference has been deemed to be made to each of the Insurers severally.

THAT as regards each item of The Schedule the liability of THE INSURERS individually shall be limited to whichever is the least of:

- a) That proportion of the actual cash value of the property at the time of loss, destruction or damage which the sum corresponding to the percentage of the sum insured by this policy set against the name of the individual Insurer in the List of Subscribing Companies, or such other sum as may be substituted therefor by endorsement, bears to the total of the sums respectively set against each item of The Schedule attached hereto, or
- b) That proportion of the interest of THE INSURED in the property which the sum corresponding to the percentage of the sum insured by this policy set against the name of the individual Insurer in the List of Subscribing Companies, or such other sum as may be substituted therefor by endorsement, bears to the total of the sums respectively set against each item of The Schedule attached hereto, or

- c) That proportion of the limit of insurance provided by The Schedule in respect of the property lost, destroyed or damaged which the sum corresponding to the percentage of the sum insured by this policy set against the name of the individual Insurer in the List of Subscribing Companies, or such other sum as may be substituted therefor by endorsement, bears to the total of the sums respectively set against each item of The Schedule attached hereto.

Provided however, that where the insurance applies to the property of more than one person or interest "THE INSURERS" total liability for loss sustained by all such persons and interests shall be limited in the aggregate to the specified limit or limits of liability.

If this Policy contains a Co-Insurance Clause or A Guaranteed Amount (Stated Amount) Clause, and subject always to the limit of liability of each Insurer corresponding to the percentage of the sum insured by this policy as set forth in the List of Subscribing Companies, no Insurer shall be liable for a greater proportion of any loss or damage to the property described in The Schedule attached hereto, than the sum insured by such Insurer bears to:

- a) That percentage, stated in the Co-Insurance Clause, of the actual cash value of the said property at the time of loss, or
- b) The guaranteed Amount (Stated Amount) of the total insurance stated in the Guaranteed Amount (Stated Amount) Clause, as the case may be.

This Policy is subject to the terms and conditions set forth herein together with such terms and conditions as may be endorsed hereon or added hereto. No term or condition of this Policy shall be deemed to be waived in whole or in part by THE INSURERS unless the waiver is clearly expressed in writing, signed by the person authorized for that purpose by THE INSURERS.

In Witness Whereof THE INSURERS through their representative(s) duly authorized by them for this purpose have executed and signed this Policy.

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



## Code of Consumer Rights and Responsibilities

Insurers (including Lloyd's Underwriters), along with the brokers and agents who sell home, auto and business insurance are committed to safeguarding your rights both when you shop for insurance and when you submit a claim following a loss. Your rights include the right to be informed fully, to be treated fairly, to timely complaint resolution, and to privacy. These rights are grounded in the contract between you and your insurer and the insurance laws of your province. With rights, however, come responsibilities including, for example, the expectation that you will provide complete and accurate information to your insurer. Your policy outlines other important responsibilities. Insurers and their distribution networks, and governments also have important roles to play in ensuring that your rights are protected.

### **Right to Be Informed**

You can expect to access clear information about your policy, your coverage, and the claims settlement process. You have the right to an easy-to-understand explanation of how insurance works and how it will meet your needs. You also have a right to know how insurers calculate price based on relevant facts. Under normal circumstances, insurers will advise an insurance customer or the customer's intermediary of changes to, or the cancellation of a policy within a reasonable prescribed period prior to the expiration of the policy, if the customer provides information required for determining renewal terms of the policy within the time prescribed, which could vary by province, but is usually 45 days prior to expiry of the policy.

You have the right to ask who is providing compensation to your broker or agent for the sale of your insurance. Your broker or agent will provide information detailing for you how he or she is paid, by whom, and in what ways.

You have a right to be told about insurers' compensation arrangements with their distribution networks. You have a right to ask the broker or agent with whom you deal for details of how and by whom it is being paid. Brokers and agents are committed to providing information relating to ownership, financing, and other relevant facts.

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

To safeguard your right to purchase appropriate coverage at a competitive price, you should ask questions about your policy so that you understand what it covers and what your obligations are under it. You can access information through one-on-one meetings with your broker or agent. You have the option to shop the marketplace for the combination of coverages and service levels that best suits your insurance needs. To maintain your protection against loss, you must promptly inform your broker or agent of any change in your circumstances.

### **Right to Complaint Resolution**

Insurers, their brokers and agents are committed to high standards of customer service. If you have a complaint about the service you have received, you have a right to access Lloyd's Underwriters' complaint resolution process for Canada. Your agent or broker can provide you with information about how you can ensure that your complaint is heard and promptly handled. Consumers may also contact their respective provincial insurance regulator for information. Lloyd's is a member of an independent complaint resolution office, the General Insurance OmbudService.

### **Responsibility to Resolve Disputes**

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

### **Right to Professional Service**

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

### **Right to Privacy**

Because it is important for you to disclose any and all information required by an insurer to provide the insurance coverage that best suits you, you have the right to know that your information will be used for the purpose set out in the privacy statement made available to you by your broker, agent or insurance representative. This information will not be disclosed to anyone except as permitted by law. You should know that Lloyd's Underwriters are subject to Canada's privacy laws - with respect to their business in Canada.



## Complaints Resolution Process

**As a customer of TruStar Underwriting Inc., your satisfaction is important to us.**

If you are unhappy with a product or the level of service you have received from TruStar, our ombudsperson will try to resolve the situation by acting as a liaison between you and the business unit where the complaint originated.

To ensure that your escalation is handled as efficiently and as fairly as possible, please follow these steps:

1. Involve your broker. They can act on your behalf as an intermediary between the company and yourself. Or, you can always involve the supervisor of the representative you are dealing with.
2. Should your escalation not be handled to your satisfaction, you can call Merlin Underwriting's Ombudsman, who will try to resolve the situation by acting as a liaison between you and the business unit where the escalation originated.
3. Should your concerns not be addressed as you see fit, you can consult with your province's government complaint office. At this point, you will have received a Final Position Letter from Merlin Underwriting that includes the pertinent information to do so.

Contact the Office of the Ombudsperson at:

TruStar Underwriting Inc.  
Attention: Complaints  
150 King Street West, Suite 200, Toronto, ON M5H 1J9

Email: [complaints@trustar.ca](mailto:complaints@trustar.ca)  
Telephone: +1 (647) 660-3118

### **Independent assistance: General Insurance Ombudservice**

If we are unable to reach a satisfactory resolution to your particular issue, we will send you a final position letter stating Merlin Underwriting's final decision on the issue.

If you wish to pursue the matter further, you may contact the General Insurance Ombudservice (GIO) which helps resolve conflicts between insurance companies and their customers, for home, automobile and business insurance issues.

GIO uses neutral and professional mediators and experienced customer service officers to reach a solution that is in the best interest of customers and their insurance companies, in a fair, independent and impartial environment.

The GIO does not provide compensation or monetary award and its services are non-binding. For more information, visit [www.giocanada.org](http://www.giocanada.org)



## Claims Handling Procedures

An important value of your insurance coverage is the ability of the insurance company to respond when you have a claim. TruStar is committed to providing its insureds with effective claim services.

**Notices of each claim, incident or suit must be sent immediately to:**

TruStar Underwriting Inc.  
Attention: Claims  
150 King Street West, Suite 200, Toronto, ON M5H 1J9

Email: [clclaims@trustar.ca](mailto:clclaims@trustar.ca)  
Telephone: +1 (647) 660-3118

You will be contacted by a representative of the company's Claim Department. This representative will confirm receipt of the loss notice directly to you, provide a company claim number for all future correspondence, refer to legal counsel if necessary, and discuss handling of the claim.

## Common Policy Conditions – Liability

The following General Conditions, apply to the Liability section of this policy.

### 1. Assignment

Assignment of this Policy shall not be valid except with the written consent of the Insurer.

### 2. Premium

The provisional premium stated on the “Declarations Page” is an estimated premium only. Upon termination of this Policy the earned premium shall be computed in accordance with the Insurer’s rules, rates, rating plans, premiums and minimum premium applicable to this insurance. If the earned premium thus computed exceeds the premium paid, the Insured named on the “Declarations Page” shall pay the excess to the Insurer; if less, the Insurer shall return to the Insured named on the “Declarations Page” the unearned portion paid by the Insured.

### 3. Inspection and Audit

The Insurer or its duly appointed representative shall be permitted but not obligated to inspect the property and operations of the Insured named on the “Declarations Page” at any time. Neither the Insurer’s rights to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Insured named on the “Declarations Page” or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation. The Insurer may examine and audit the books and records of the Insured named on the “Declarations Page” at any time during the Policy period and extensions thereof and within three years after the final termination of this Policy, as far as they relate to the subject matter of this insurance.

Such inspection or examination shall not waive nor in any manner affect any of the terms or conditions of this Policy.

### 4. Waiver of Term or Condition

No term or condition of this Policy shall be deemed to be waived by this Insurer in whole or in part unless the waiver is clearly expressed in writing signed by a person authorized for that purpose by the Insurer. Neither the Insurer nor the Insured 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.

### 5. Termination of Insurance

We may cancel this Policy by mailing or delivering to the first Named Insured written notice of termination as per Item #5; Termination within the Statutory Conditions contained in this Policy. The first Named Insured shown in the Declarations may also terminate this Policy as well in accordance with Item #5; Termination within the Statutory Conditions contained in this Policy.

### 6. Notice

Any written notice to the Insurer may be delivered at or sent by registered mail to the agent through whom this Policy was issued or to any branch of the Insurer in Canada. Written notice may be given to the Insured named on the Declaration Page by letter personally delivered to him or by registered letter addressed to him at his last post office address notified to the Insurer; or, except in Quebec, where no address is notified and the address is not known, addressed to him at the post office of the agency, if any, from which the application was received. In this condition, the expression “Registered” shall mean registered in or outside Canada. Notice to the first Insured named on the Declaration page shall constitute notice to all Insureds.

### 7. Conformity with Statute

Where the terms of this Policy and forms attached hereto are in conflict with the statutes of the Province in which the property insured is located, such terms are hereby amended to conform to such statutes.

### 8. Canadian Currency Clause

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

### 9. Laws or Regulations Prohibiting Coverage

This insurance does not apply to the extent that any law or regulation including, but not limited to, economic or trade sanction prevents the Insurer from paying the claim.

## Short Rate Cancellation Table

As per Section 3) of Statutory Condition 5, if this policy is cancelled by the insured, it will be subject to a short-rate cancellation formula as outlined in the following table. The minimum retained premium is the amount that is stated in the Declarations Page for all sections of the policy.

Days Policy in Force	% of Premium Retained	Days Policy in Force	% of Premium Retained	Days Policy in Force	% of Premium Retained	Days Policy in Force	% of Premium Retained	Days Policy in Force	% of Premium Retained	Days Policy in Force	% of Premium Retained	Days Policy in Force	% of Premium Retained
1	10.2	54	23.3	107	36.4	160	49.4	213	62.5	266	75.6	319	88.7
2	10.5	55	23.6	108	36.6	161	49.7	214	62.8	267	75.8	320	88.9
3	10.7	56	23.8	109	36.9	162	49.9	215	63.0	268	76.1	321	89.1
4	11.0	57	24.0	110	37.1	163	50.2	216	63.3	269	76.3	322	89.4
5	11.2	58	24.3	111	37.4	164	50.4	217	63.5	270	76.6	323	89.6
6	11.5	59	24.5	112	37.6	165	50.7	218	63.7	271	76.8	324	89.9
7	11.7	60	24.8	113	37.9	166	50.9	219	64.0	272	77.1	325	90.1
8	12.0	61	25.0	114	38.1	167	51.2	220	64.2	273	77.3	326	90.4
9	12.2	62	25.3	115	38.4	168	51.4	221	64.5	274	77.6	327	90.6
10	12.5	63	25.5	116	38.6	169	51.7	222	64.7	275	77.8	328	90.9
11	12.7	64	25.8	117	38.8	170	51.9	223	65.0	276	78.0	329	91.1
12	13.	65	26.0	118	39.1	171	52.2	224	65.2	277	78.3	330	91.4
13	13.2	66	26.3	119	39.3	172	52.4	225	65.5	278	78.5	331	91.6
14	13.4	67	26.5	120	39.6	173	52.7	226	65.7	279	78.8	332	91.9
15	13.7	68	26.8	121	39.8	174	52.9	227	66.0	280	79.0	333	92.1
16	13.9	69	27.0	122	40.1	175	53.1	228	66.2	281	79.3	334	92.4
17	14.2	70	27.3	123	40.3	176	53.4	229	66.5	282	79.5	335	92.6
18	14.4	71	27.5	124	40.6	177	53.6	230	66.7	283	79.8	336	92.8
19	14.7	72	27.7	125	40.8	178	53.9	231	67.0	284	80.0	337	93.1
20	14.9	73	28.0	126	41.1	179	54.1	232	67.2	285	80.3	338	93.3
21	15.2	74	28.2	127	41.3	180	54.4	233	67.4	286	80.5	339	93.6
22	15.4	75	28.5	128	41.6	181	54.6	234	67.7	287	80.8	340	93.8
23	15.7	76	28.7	129	41.8	182	54.9	235	67.9	288	81.0	341	94.1
24	15.9	77	29.0	130	42.0	183	55.1	236	68.2	289	81.3	342	94.3
25	16.2	78	29.2	131	42.3	184	55.4	237	68.4	290	81.5	343	94.6

26	16.4	79	29.5	132	42.5	185	55.6	238	68.7	291	81.7	344	94.8
27	16.7	80	29.7	133	42.8	186	55.9	239	68.9	292	82.0	345	95.1
28	16.9	81	30.0	134	43.0	187	56.1	240	69.2	293	82.2	346	95.3
29	17.1	82	30.2	135	43.3	188	56.4	241	69.4	294	82.5	347	95.6
30	17.4	83	30.5	136	43.5	189	56.6	242	69.7	295	82.7	348	95.8
31	17.6	84	30.7	137	43.8	190	56.8	243	69.9	296	83.0	349	96.0
32	17.9	85	31.0	138	44.0	191	57.1	244	70.2	297	83.2	350	96.3
33	18.1	86	31.2	139	44.3	192	57.3	245	70.4	298	83.5	351	96.5
34	18.4	87	31.4	140	44.5	193	57.6	246	70.7	299	83.7	352	96.8
35	18.6	88	31.7	141	44.8	194	57.8	247	70.9	300	84.0	353	97.0
36	18.9	89	31.9	142	45.0	195	58.1	248	71.1	301	84.2	354	97.3
37	19.1	90	32.2	143	45.3	196	58.3	249	71.4	302	84.5	355	97.5
38	19.4	91	32.4	144	45.5	197	58.6	250	71.6	303	84.7	356	97.8
39	19.6	92	32.7	145	45.7	198	59.8	251	71.9	304	85.0	357	98.0
40	19.9	93	32.9	146	46.0	199	59.1	252	72.1	305	85.2	358	98.3
41	20.1	94	33.2	147	46.2	200	59.3	253	72.4	306	85.4	359	98.5
42	20.4	95	33.4	148	46.5	201	59.6	254	72.6	307	85.7	360	98.8
43	20.6	96	33.7	149	46.7	202	59.8	255	72.9	308	85.9	361	99.0
44	20.8	97	33.9	150	47.0	203	60.0	256	73.1	309	86.2	362	99.3
45	21.1	98	34.2	151	47.2	204	60.3	257	73.4	310	86.4	363	99.5
46	21.3	99	34.4	152	47.5	205	60.5	258	73.6	311	86.7	364	99.7
47	21.6	100	34.7	153	47.7	206	60.8	259	73.9	312	86.9	365	100
48	21.8	101	34.9	154	48.0	207	61.0	260	74.1	313	87.2		
49	22.1	102	35.1	155	48.2	208	61.3	261	74.4	314	87.4		
50	22.3	103	35.4	156	48.5	209	61.5	262	74.6	315	87.7		
51	22.6	104	35.6	157	48.7	210	61.8	263	74.8	316	87.9		
52	22.8	105	35.9	158	49.0	211	62.0	264	75.1	317	88.2		
53	23.1	106	36.1	159	49.2	212	62.3	265	75.3	318	88.4		



## **Several Liability Notice**

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent to their individual subscriptions. The subscribing Insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.



## Declaration of Emergency Endorsement

This endorsement modifies the insurance provided by the Policy to which it is attached as follows:

The effective date of termination of this policy by the Insurer or the expiry date of this policy is extended, subject to the conditions and definitions set out below, as follows when an "emergency" is declared by a Canadian public authority designated by statute for the purpose of issuing such an order.

1. The "emergency" must have a direct effect or impact on:
  - i. the Insured, the insured site or insured property located in the declared emergency area; or
  - ii. the operations of the Insurer or its agent/broker located in the declared emergency area.
2. A. Any time limitation described in the Termination condition of this policy, with respect to termination of this policy by the Insurer, will not continue to run until the "emergency" is terminated plus the lesser of:
  - i. 30 days; or
  - ii. the number of days equal to the total time the "emergency" order was in effect.B. If this policy is due to expire during an "emergency", it will continue in force until the "emergency" is terminated plus the lesser of:
  - i. 30 days; or
  - ii. the number of days equal to the total time the "emergency" order was in effect.
3. In no event shall the total term of this extension exceed 120 consecutive days.

The Insured agrees to pay the pro rata premium earned for the additional time the Insurer remains on risk as a result of the above.

"Emergency" means the first statutory declaration of an emergency:

- a) with respect to a situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise; or
- b) provided for by the relevant governing legislation if different from a).

but does not include any subsequent statutory declaration(s) that may be issued relating to the same event.



## Commercial General Liability 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 II – Who is an Insured.

The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

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

### SECTION I – COVERAGES

#### COVERAGE A – BODILY INJURY and PROPERTY DAMAGE

##### 1. INSURING AGREEMENT

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

##### 2. EXCLUSIONS

This insurance does not apply to:

a) **Expected or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b) **Contractual Liability**

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

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

c) **Workers' Compensation and Similar Laws**

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

d) **Employer's Liability**

"Bodily injury" to:

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

This exclusion applies:

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

This exclusion does not apply to:

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

e) **Aircraft or Watercraft**

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

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

Use includes operation and "loading or unloading".

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

This exclusion does not apply to:

- 1) A watercraft while ashore on premises you own or rent;
- 2) A watercraft you do not own that is:
  - a) Less than 8 metres long; and
  - b) Not being used to carry persons or property for a charge;
- 3) "Bodily injury" to an "employee" of the insured on whose behalf contributions are made by or required to be made by the insured under the provisions of any Canadian provincial or territorial workers' compensation law, if the "bodily injury" results from an "occurrence" involving watercraft.

f) **Automobile**

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

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

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

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

This exclusion does not apply to:

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

g) **Damage To Property**

"Property damage" to:

- 1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- 2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- 3) Property loaned to you;
- 4) Personal property in your care, custody or control;
- 5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- 6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

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

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

h) **Damage To Your Product**

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

i) **Damage To Your Work**

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

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

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

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- 1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- 2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

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

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

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

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

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

- l) **Electronic Data**  
"Compensatory damages" arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.
- m) **Personal and Advertising Injury**  
"Bodily injury" arising out of "personal and advertising injury".
- n) **Professional Services**  
"Bodily injury" (other than "incidental medical malpractice injury"), or "property damage" due to the rendering of or failure to render by you or on your behalf of any "professional services" for others, or any error or omission, malpractice or mistake in providing those services.
- o) **Abuse**
  - 1) Claims or "actions" arising directly or indirectly from "abuse" committed or alleged to have been committed by an insured, including the transmission of disease arising out of any act of "abuse".
  - 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 knowledge by an insured of, or failure to report, the alleged "abuse" to the appropriate authority(ies).
- p) **Silica or Silica-Related Dust**
  - 1) "Bodily injury" and "proper damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of "silica" or "silica-related dust"; or
  - 2) Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, or disposing of or in any way responding to or assessing the effects of "silica" or "silica-related dust" by any insured or by any other person or entity.
- q) **Asbestos** – See Common Exclusions
- r) **Fungi or Spores** – See Common Exclusions
- s) **Nuclear Liability** – See Common Exclusions
- t) **Pollution Liability** – See Common Exclusions
- u) **Terrorism** – See Common Exclusions
- v) **War Risks** – See Common Exclusions

## COVERAGE B – PERSONAL and ADVERTISING INJURY LIABILITY

### 1. INSURING AGREEMENT

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

### 2. EXCLUSIONS

This insurance does not apply to:

- a) **Knowing Violation Of Rights Of Another**  
"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".
- b) **Material Published With Knowledge Of Falsity**  
"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.
- c) **Material Published Prior To Policy Period**

- "Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.
- d) **Criminal Acts**  
"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.
  - e) **Contractual Liability**  
"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for "compensatory damages" that the insured would have in the absence of the contract or agreement.
  - f) **Breach Of Contract**  
"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".
  - g) **Quality Or Performance Of Goods – Failure To Conform To Statements**  
"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".
  - h) **Wrong Description Of Prices**  
"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".
  - i) **Infringement Of Copyright, Patent, Trademark or Trade Secret**  
"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.  
However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.
  - j) **Insureds In Media and Internet Type Businesses**  
"Personal and advertising injury" committed by an insured whose business is:
    - 1) Advertising, broadcasting, publishing or telecasting;
    - 2) Designing or determining content of web-sites for others; or
    - 3) An Internet search, access, content or service provider.
 However, this exclusion does not apply to Paragraphs 21. a., b. and c. of "personal and advertising injury" under the Definitions Section.  
For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.
  - k) **Electronic Chatrooms or Bulletin Boards**  
"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.
  - l) **Unauthorized Use Of Another's Name or Product**  
"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.
  - m) **Asbestos** – see Common Exclusions
  - n) **Fungi or Spores** – see Common Exclusions
  - o) **Nuclear Energy Liability** – see Common Exclusion
  - p) **Pollution Liability** – see Common Exclusion
  - q) **Terrorism** – see Common Exclusions
  - r) **War Risks** – see Common Exclusions

## COVERAGE C – MEDICAL PAYMENTS

### 1. INSURING AGREEMENT

- a) We will pay medical expenses as described below for "bodily injury" caused by an accident:
  - 1) On premises you own or rent;
  - 2) On ways next to premises you own or rent; or
  - 3) Because of your operations;
 provided that:
  - 1) The accident takes place in the "coverage territory" and during the policy period;
  - 2) The expenses are incurred and reported to us within one year of the date of the accident; and
- b) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- c) We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance as described in Section III – Limits of Insurance. We will pay reasonable expenses for:



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

## 2. EXCLUSIONS

We will not pay expenses for "bodily injury":

- a) **Any Insured**  
To any insured, except "volunteer workers".
- b) **Hired Person**  
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c) **Injury On Normally Occupied Premises**  
To a person injured on that part of premises you own or rent that the person normally occupies.
- d) **Workers Compensation and Similar Laws**  
To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e) **Athletics Activities**  
To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.
- f) **Products-Completed Operations Hazard**  
Included within the "products-completed operations hazard".
- g) **Coverage A Exclusions**  
Excluded under Coverage A.

## COVERAGE D – TENANTS' LEGAL LIABILITY

### 1. INSURING AGREEMENT

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

- 3) Becomes aware by any other means that "property damage" has occurred or has begun to occur.

## 2. EXCLUSIONS

This insurance does not apply to:

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

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

This insurance does not apply to:

- a) **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".
- b) **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 a. 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 a. or b. above.  
This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "bodily injury", "property damage" or "personal and advertising injury".  
For the purpose of the following exception:
    - 1) "Property damage" means physical injury to animals.
    - 2) "Products-completed operations hazard" means all "bodily injury" and "property damage" that arises out of "your product" provided the "bodily injury" or "property damage" occurs after you have relinquished physical possession of "your product".

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

- 1) Applied topically to; or
- 2) Ingested by; humans or animals.

**c) 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 contribute concurrently or in any sequence to the "bodily injury", "property damage" or "personal and advertising injury".

**d) 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:
    - i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapour or soot from equipment used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
    - ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
    - iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
  - b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
    - i) Any insured; or
    - ii) Any person or organization for whom you may be legally responsible; or
  - d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
    - i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
    - ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapours from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

- iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
  - e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- 2) Any loss, cost or expense arising out of any:
  - a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - b) Claim or "action" by or on behalf of a governmental authority for "compensatory damages" because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this Section (2) does not apply to liability for "compensatory damages" because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "action" by or on behalf of a governmental authority.
- e) **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".
- f) **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".

## SUPPLEMENTARY PAYMENTS – COVERAGES A, B and D

1. We will pay, with respect to any claim we investigate or settle, or any "action" against an insured we defend:
  - a) All expenses we incur.
  - b) The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - c) All reasonable expenses you incur at our request to assist us in the investigation or defense of the claim or "action", including actual loss of earnings up to \$250 a day because of time off from work.
  - d) All costs assessed or awarded against you in the "action".
  - e) Any interest accruing after entry of judgment upon that part of the judgment which is within the applicable limit of insurance and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

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

- c) Notify any other insurer whose coverage is available to the indemnitee; and
- d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
- 2) Provides us with written authorization to:
  - a) Obtain records and other information related to the "action"; and
  - b) Conduct and control the defense of the indemnitee in such "action".

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

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

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

## SECTION II – WHO IS AN INSURED

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



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

### SECTION III – LIMITS OF INSURANCE

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

The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

- 8. Deductible
  - a) Our obligation under Property Damage Liability and Tenants' Legal Liability to pay "compensatory damages" on your behalf applies only to the amount of "compensatory damages" in excess of any deductible amounts stated in the Declarations as applicable to such coverages, and the limits of insurance applicable to each "occurrence" for Property Damage Liability and any one premises for Tenants' Legal Liability will be reduced by the amount of such deductible.
  - b) The deductible amount applies as follows:

- 1) Under Coverage A: To all "compensatory damages" because of "property damage" as the result of any one "occurrence", regardless of the number of persons or organizations who sustain "compensatory damages" because of that "occurrence".
- 2) Under Coverage D, Tenants' Legal Liability, to all "compensatory damages" because of "property damage" as the result of any one "occurrence", regardless of the number of persons or organizations who sustain "compensatory damages" because of that "occurrence".
- c) The terms of this insurance, including those in respect to:
  - 1) our right and duty to defend any "action" seeking those "compensatory damages"; and
  - 2) your duties in the event of an "occurrence", claim or "action" apply irrespective of the application of the deductible amount.
- d) We may pay any part or all of the deductible amount to effect settlement of any claim or "action" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

## SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

### 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 OCCURRENCE, OFFENSE, CLAIM OR ACTION

- a) You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - 1) How, when and where the "occurrence" or offense took place;
  - 2) The names and addresses of any injured persons and witnesses; and
  - 3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "action" is brought against any insured, you must:
  - 1) Immediately record the specifics of the claim or "action" and the date received; and
  - 2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "action" as soon as practicable.
- c) You and any other involved insured must:
  - 1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "action";
  - 2) Authorize us to obtain records and other information;
  - 3) Cooperate with us in the investigation or settlement of the claim or defense against the "action"; and
  - 4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d) No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

### 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 three years afterward.

### 6. INSPECTIONS AND SURVEYS

- 1) We have the right to:
  - a) Make inspections and surveys at any time;
  - b) Give you reports on the conditions we find; and
  - c) Recommend changes.

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

## 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.

## 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:

### 1) Primary Insurance

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

### 2) 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 to the extent not subject to Exclusion e. of Section I – 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.

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

## 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 V – DEFINITIONS

1. "ABUSE" means any act or threat involving molestation, harassment, corporal punishment or any other form of physical, sexual or mental abuse.
2. "ACTION" means a civil proceeding in which "compensatory damages" because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Action" includes:
  - a) An arbitration proceeding in which such "compensatory damages" are claimed and to which the insured must submit or does submit with our consent; or
  - b) Any other alternative dispute resolution proceeding in which such "compensatory damages" are claimed and to which the insured submits with our consent.
3. "ADVERTISEMENT" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a) Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b) Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
4. "AUTOMOBILE" means a land motor vehicle, trailer or semitrailer that is required by law to be insured under a contract evidenced by a motor vehicle liability policy, or any vehicle insured under such a contract, including any attached machinery or equipment.
5. "BODILY INJURY" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".
6. "COMPENSATORY DAMAGES" means damages due or awarded in payment for actual injury or economic loss. "Compensatory damages" does not include punitive or exemplary damages or the multiple portion of any multiplied damage award.
7. "COVERAGE TERRITORY" means:
  - a) Canada and the United States of America (including its territories and possessions).
  - b) International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
  - c) All other parts of the world if the injury or damage arises out of:
    - 1) Goods or products made or sold by you in the territory described in a. above;
    - 2) The activities of an insured person whose home is in the territory described in a. above, but is away for a short time on your business; or
    - 3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication provided the insured's responsibility to pay "compensatory damages" is determined in an "action" on the merits, in the territory described in a. above or in a settlement we agree to.
8. "EMPLOYEE" includes a "leased worker" and a "temporary worker".
9. "EXECUTIVE OFFICER" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. "FISSIONABLE SUBSTANCE" means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.
11. "FUNGI" includes, but is not limited to, any form or type of mould, yeast, mushroom or mildew whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any "fungi" or "spores" or resultant mycotoxins, allergens or pathogens.
12. "HOSTILE FIRE" means one which becomes uncontrollable or breaks out from where it was intended to be.
13. "IMPAIRED PROPERTY" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a) It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b) You have failed to fulfill the terms of a contract or agreement; if such property can be restored to use by:
    - a) The repair, replacement, adjustment or removal of "your product" or "your work"; or
    - b) Your fulfilling the terms of the contract or agreement.
14. "INCIDENTAL MEDICAL MALPRACTICE INJURY" means "bodily injury" arising out of the rendering of or failure to render, during the Policy Period, the following services:
  - a) medical, surgical, dental, x-ray or nursing services or treatment or the furnishing of food or beverages in connection therewith; or
  - b) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; by any insured or any indemnitee causing the "incidental medical malpractice injury" who is not engaged in the business or occupation of providing any of the services described in a) and b) above.

15. "INSURED CONTRACT" means:

- a) A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b) A sidetrack agreement;
- c) An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
- d) Any other easement agreement;
- e) An obligation, as required by ordinance or bylaw, to indemnify a municipality, except in connection with work for a municipality;
- f) An elevator maintenance agreement;
- g) That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "compensatory damages" because of "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

- 1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- 2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render "professional services", including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

16. "LEASED WORKER" means a person leased to you by a labour leasing firm under an agreement between you and the labour leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

17. "LOADING OR UNLOADING" means the handling of property:

- a) After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "automobile";
- b) While it is in or on an aircraft, watercraft or "automobile"; or
- c) While it is being moved from an aircraft, watercraft or "automobile" to the place where it is finally delivered; but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "automobile".

18. "NUCLEAR ENERGY HAZARD" means the radioactive, toxic, explosive, or other hazardous properties of radioactive material;

19. "NUCLEAR FACILITY" means:

- a) any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
- b) any equipment or device designed or used for (i) separating the isotopes of plutonium, thorium and uranium or any one or more of them, (ii) processing or packaging waste;
- c) any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste radioactive material;

and includes the site on which any of the foregoing is located, together with all operations conducted thereon and all premises used for such operations.

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

21. "PERSONAL AND ADVERTISING INJURY" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a) False arrest, detention or imprisonment;
- b) Malicious prosecution;
- c) 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;
- d) 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;
- e) Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f) The use of another's advertising idea in your "advertisement"; or

- g) Infringing upon another's copyright, trade dress or slogan in your "advertisement".
- 22. "POLLUTANTS" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, odour, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 23. "PRODUCTS-COMPLETED OPERATIONS HAZARD":
  - a) 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:
    - 1) Products that are still in your physical possession; or
    - 2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
      - a) When all of the work called for in your contract has been completed.
      - b) 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.
      - c) 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.

  - b) Does not include "bodily injury" or "property damage" arising out of:
    - 1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
    - 2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 24. "PROFESSIONAL SERVICES" shall include but not be limited to:
  - a) Medical, surgical, dental, x-ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith;
  - b) Any professional service or treatment conducive to health;
  - c) Professional services of a pharmacist;
  - d) The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
  - e) The handling or treatment of deceased human bodies including autopsies, organ donations or other procedures;
  - f) Any cosmetic, body piercing, tonsorial, massage, physiotherapy, chiropody, hearing aid, optical or optometrical services or treatments;
  - g) The preparation or approval of maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications;
  - h) Supervisory, inspection, architectural, design or engineering services;
  - i) 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;
  - j) Any computer programming or re-programming, consulting, advisory or related services; or
  - k) Claim, investigation, adjustment, appraisal, survey or audit services.
- 25. "PROPERTY DAMAGE" means:
  - a) 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
  - b) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- 26. "RADIOACTIVE MATERIAL" means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances which may be designated by any nuclear liability act, law or statute, or any law amendatory thereof, as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy;
- 27. "SILICA" means silicon dioxide (occurring in crystalline, amorphous and impure forms), "silica" particles, "silica" dust or "silica" compounds.
- 28. "SILICA-RELATED DUST" means a mixture or combination of "silica" and other dust or particles.
- 29. "SPORES" includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any "fungi".
- 30. "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.
- 31. "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.



32. "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.
33. "YOUR PRODUCT":
- a) Means:
    - 1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
      - a) You;
      - b) Others trading under your name; or
      - c) A person or organization whose business or assets you have acquired; and
    - 2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
  - b) Includes
    - a) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
    - b) The providing of or failure to provide warnings or instructions.
  - c) Does not include vending machines or other property rented to or located for the use of others but not sold.
34. "YOUR WORK":
- a) Means:
    - 1) Work or operations performed by you or on your behalf; and
    - 2) Materials, parts or equipment furnished in connection with such work or operations.
  - b) Includes
    - 1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
    - 2) The providing of or failure to provide warnings or instructions.

## Endorsement

**Named Insured:** [National Firearms] Association  
**Policy Number:** [MU202424 ]  
**Endorsement No.:** [01 ]  
**Effective Date:** [March 1, 2023 (12:0)AM local time at the address of the Named Insured)

### [COMMUNICABLE DISEASE EXCLUSION ENDORSEMENT]

#### Attached to and forming part of the Commercial General Liability Insurance Policy.

It is hereby understood and agreed that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, that such insurance as is afforded by this policy does not apply to "bodily injury", "property damage" or "personal and advertising injury" for all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defense cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defense cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.

As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- 1) the substance or agent includes, but is not limited to, a virus, bacterium, parasite 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 bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.]

[Except as otherwise provided herein, all terms, provisions and conditions of the policy shall have full force and effect.

## Endorsement

**Named Insured:** [National Firearms] Association  
**Policy Number:** [MU202424 ]  
**Endorsement No.:** [04 ]  
**Effective Date:** [March 1, 2023 (12:0)AM local time at the address of the Named Insured]

### [FOREST OR PRAIRIE FIRE FIGHTING EXPENSE ENDORSEMENT]

**Attached to and forming part of the Commercial General Liability Insurance Policy.**

1. [We agree to:
  - a) We will pay costs and expenses for controlling and extinguishing forest fires which you are obligated to pay under the provisions of any applicable provincial or territorial law, ordinance or regulation;
  - b) The insurance provided by this endorsement applies only to forest fires which take place in Canada during the policy period.
2. The Aggregate Limit shown in the schedule is the most we will pay for all such costs and expenses.
3. Subject to provision 2 of Limits of Insurance Section I, the each Occurrence Limit shown in the schedule is the most we will pay for each costs and expenses arising out of any one "occurrence".
4. Furthermore;
  - a) Our obligation under the coverage provided by this endorsement to pay costs and expenses on your behalf applies only to the amount of costs and expenses in excess of the deductible amount shown in the schedule, and the limits of insurance applicable to each "occurrence" for the coverage provided by this endorsement will be reduced by the amount of such deductible. Aggregate limits for the coverage provided by this endorsement shall not be reduced by the application of the deductible amount;
  - b) The deductible amount applies to all costs and expenses as the result of any one "claim";
  - c) The terms of this insurance, including those relating to:
    - 1) our right and duty to defend any "action" seeking those costs and expenses; 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. Our Limits of Insurance under this endorsement are as follows:
 

a) Each Occurrence	<b>As Stated on the Declarations Page</b>
b) Aggregate	<b>As Stated on the Declarations Page</b>
c) Deductible	<b>As Stated on the Declarations Page</b>

[Except as otherwise provided herein, all terms, provisions and conditions of the policy shall have full force and effect.



PLEASE READ THIS ENDORSEMENT CAREFULLY.

## Endorsement

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**Named Insured:** [National Firearms] Association  
**Policy Number:** [MU202424 ]  
**Endorsement No.:** [03 ]  
**Effective Date:** [March 1, 2023 (12:0]AM local time at the address of the Named Insured)

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[EXPIRY DATE ENDORSEMENT ]

**Attached to and forming part of the Commercial General Liability Insurance Policy.**

[It is hereby understood and agreed that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, that it the expiry date under this Policy shall be the expiry date shown on the individual membership cards. ]

[Except as otherwise provided herein, all terms, provisions and conditions of the policy shall have full force and effect.

## Endorsement

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**Named Insured:** [National Firearms] Association  
**Policy Number:** [MU202424 ]  
**Endorsement No.:** [05 ]  
**Effective Date:** [March 1, 2023 (12:0]AM local time at the address of the Named Insured)

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### [FUNGUS OR SPORES EXCLUSION AMENDMENT ENDORSEMENT]

**Attached to and forming part of the Commercial General Liability Insurance Policy.**

It is hereby understood and agreed that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, that the Commercial General Liability form as stated on the Declarations Page is modified as follows:

Commercial General Liability – Common Exclusions - Coverage A, B, C and D; item **b) Fungus or Spores** is AMENDED with the following:

This exclusion shall not apply to "bodily injury" or "property damage" which results directly from:

- a) a "products-completed operations hazard" not otherwise excluded by this policy;

subject to the following limits:

Each Occurrence	<b>As Stated on the Declarations Page</b>
Aggregate	<b>As Stated on the Declarations Page</b>
Deductible	<b>As Stated on the Declarations Page</b>

Our obligation under Coverage A Property Damage Liability to pay "compensatory damages" on behalf of any Insured applies only to the amount of damages in excess of the deductible amount stated in the Declarations Page for this coverage and the limits of insurance applicable will be reduced by the amount of such deductible.]

[Except as otherwise provided herein, all terms, provisions and conditions of the policy shall have full force and effect.

## Endorsement

**Named Insured:** [National Firearms] Association  
**Policy Number:** [MU202424 ]  
**Endorsement No.:** [02 ]  
**Effective Date:** [March 1, 2023 (12:0)AM local time at the address of the Named Insured]

### [CYBER LIABILITY EXCLUSION ENDORSEMENT]

**Attached to and forming part of the Commercial General Liability Insurance Policy.**

[It is hereby understood and agreed that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, that such insurance as is afforded by this policy does not apply to "bodily injury", "property damage" or "personal and advertising injury" for any "Cyber Loss". In addition, if the Underwriters allege that by reason of this exclusion any "Cyber Loss" sustained by the Insured is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.

For the purposes of this endorsement, the following definitions apply:

1. "Cyber Loss" means all actual or alleged injury or damage or any other injury or damage of any kind, or any loss, liability, compensation, or statutory fine or penalty or any other cost or expense whatsoever, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any "Cyber Incident".
2. "Cyber Incident" means:
  - 2.1 an unauthorized or malicious act or series of related unauthorized or malicious acts, regardless of time and place, or the threat or hoax thereof; and/or
  - 2.2 a failure to act, any error or omission or accident or series of related failures to act, errors or omissions or accidents; and/or
  - 2.3 a breach of duty, statutory duty or regulatory duty or trust or series of related breaches of duty, statutory duty or regulatory duty or trust; involving access to, processing of, use of or operation of any "Computer System" or any data by any person or group(s) of persons.
3. "Computer System" means any computer, hardware, software, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or data storage device, networking equipment or back up facility.]

[Except as otherwise provided herein, all terms, provisions and conditions of the policy shall have full force and effect.

## Endorsement

**Named Insured:** [National Firearms] Association  
**Policy Number:** [MU202424 ]  
**Endorsement No.:** [06 ]  
**Effective Date:** [March 1, 2023 (12:0)AM local time at the address of the Named Insured)

### [LIMITED POLLUTION LIABILITY ENDORSEMENT]

#### Attached to and forming part of the Commercial General Liability Insurance Policy.

It is hereby understood and agreed that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, that the Commercial General Liability form as stated on the Declarations Page is modified as follows:

Commercial General Liability – Common Exclusions - Coverage A, B, C and D; item **d) Pollution** is hereby DELETED and REPLACED with the following:

#### d) **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 premises owned, site or location which is or was at any time owned or occupied by, or rented or loaned to any Insured.  
However, this sub-paragraph does not apply to:
    - i) "bodily injury" if sustained within a building and caused by smoke, fumes, vapour or soot from equipment used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
    - ii) "bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
  - b) at or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage disposal, processing or treatment of waste;
  - c) which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
    - i) any insured; or
    - ii) any person or organization for whom you may be legally responsible; or
  - d) at or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor.  
However, this subparagraph does not apply to:
    - i) "bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

[Except as otherwise provided herein, all terms, provisions and conditions of the policy shall have full force and effect.

- ii) "bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapours from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
  - e) at or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- 2) Any loss, cost or expense arising out of any:
- a) request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - b) claim or "action" by or on behalf of a governmental authority for "compensatory damages" because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- However, this Section 2) does not apply to liability for "compensatory damages" because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "action" by or on behalf of a governmental authority.

Sub-paragraphs a) and d) of paragraph 1) of this exclusion do not apply to "bodily injury" or "property damage" or "personal and advertising injury" caused by:

- i) heat, smoke or fumes from a hostile fire. As used in this exclusion, a "hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- ii) an unexpected or unintentional discharge, dispersal, release or escape of pollutants provided such discharge, dispersal, release or escape of pollutants:
  - a) results in the injurious presence of pollutants in or upon land, the atmosphere, drainage or sewage system, watercourse or body of water; and
  - b) is detected within 120 hours after the commencement of the discharge, dispersal, release or escape; and
  - c) is reported to us within 120 hours of being detected; and
  - d) does not occur in a quantity or with a quality that is routine or usual to the business of the Insured.]

[Except as otherwise provided herein, all terms, provisions and conditions of the policy shall have full force and effect.



PLEASE READ THIS ENDORSEMENT CAREFULLY.

## Endorsement

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**Named Insured:** [National Firearms] Association  
**Policy Number:** [MU202424 ]  
**Endorsement No.:** [07 ]  
**Effective Date:** [March 1, 2023 (12:0]AM local time at the address of the Named Insured)

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### [NAMED INSURED ENDORSEMENT ]

**Attached to and forming part of the Commercial General Liability Insurance Policy.**

[It is hereby understood and agreed that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, that National Firearms Association, affiliated clubs & its members and individual members of National Firearms] Association that have registered and paid the liability insurance premium. Registered guests and probationary members of aforementioned affiliated clubs are also Named Insureds under this Policy.

[Except as otherwise provided herein, all terms, provisions and conditions of the policy shall have full force and effect.

## Endorsement

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**Named Insured:** [National Firearms] Association  
**Policy Number:** [MU202424 ]  
**Endorsement No.:** [08 ]  
**Effective Date:** [March 1, 2023 (12:0]AM local time at the address of the Named Insured)

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### [PERSONAL EXCESS LIABILITY ENDORSEMENT]

**Attached to and forming part of the Commercial General Liability Insurance Policy.**

[It is hereby understood and agreed that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, that this Policy is extended to include Personal Liability of individual members whilst engaged in shooting & fishing activities. In the case where other valid insurance, such as Personal Liability is not present, this policy will respond as primary.]

[Except as otherwise provided herein, all terms, provisions and conditions of the policy shall have full force and effect.]



PLEASE READ THIS ENDORSEMENT CAREFULLY.

## Endorsement

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**Named Insured:** [National Firearms] Association  
**Policy Number:** [MU202424 ]  
**Endorsement No.:** [09 ]  
**Effective Date:** [March 1, 2023 (12:0]AM local time at the address of the Named Insured)

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### [RIGHTS OF RECOURSE ENDORSEMENT]

**Attached to and forming part of the Commercial General Liability Insurance Policy.**

[It is hereby understood and agreed that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, that it is warranted that Insurers maintain the full rights of recourse against manufacturers and/or suppliers of products.]

[Except as otherwise provided herein, all terms, provisions and conditions of the policy shall have full force and effect.]

## Endorsement

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**Named Insured:** [National Firearms] Association  
**Policy Number:** [MU202424 ]  
**Endorsement No.:** [10 ]  
**Effective Date:** [March 1, 2023 (12:0)AM local time at the address of the Named Insured]

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### [SANCTION LIMITATION EXCLUSION ENDORSEMENT]

**Attached to and forming part of the Commercial General Liability Insurance Policy.**

[It is hereby understood and agreed that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, that no (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.]

[Except as otherwise provided herein, all terms, provisions and conditions of the policy shall have full force and effect.]

## Endorsement

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**Named Insured:** [National Firearms] Association  
**Policy Number:** [MU202424 ]  
**Endorsement No.:** [11 ]  
**Effective Date:** [March 1, 2023 (12:0]AM local time at the address of the Named Insured)

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### [SPORTS & SOCIAL ACTIVITIES ENDORSEMENT]

**Attached to and forming part of the Commercial General Liability Insurance Policy.**

[It is hereby understood and agreed that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, that this Policy shall apply only to events as described below:

all legal shooting activities  
all legal fishing activities  
all legal archery activities  
all legal re-enactment activities  
all other National Firearms Association activities, but only with respect to activities that are normal and usual to the Association.

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

business activities (except NFA approved Firearms Instructors)  
horse related activities  
fireworks / pyrotechnic activities

[Except as otherwise provided herein, all terms, provisions and conditions of the policy shall have full force and effect.

## Endorsement

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**Named Insured:** National Firearms Association  
**Policy Number:** MU202424  
**Endorsement No.:** 12  
**Effective Date:** March 1, 2023 (12:01AM local time at the address of the Named Insured)

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### TOTAL PROFESSIONAL INDEMNITY EXCLUSION ENDORSEMENT

#### Attached to and forming part of the Commercial General Liability Insurance Policy.

It is hereby understood and agreed that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, that such insurance as is afforded by this policy does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to the rendering of or failure to render by or on behalf of any Insured any professional services which shall include but not limited to:

- a) the preparation, approval or inspection of maps, drawings, plans, opinions, reports, surveys, change orders, designs or specifications;
- b) supervisory, inspection, architectural or engineering services, or
- c) architects, engineers' or surveyors' or consultants' professional advice or activities.

Except as otherwise provided herein, all terms, provisions and conditions of the policy shall have full force and effect.



PLEASE READ THIS ENDORSEMENT CAREFULLY.

## Endorsement

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**Named Insured:** [National Firearms] Association  
**Policy Number:** [MU202424 ]  
**Endorsement No.:** [13 ]  
**Effective Date:** [March 1, 2023 (12:0]AM local time at the address of the Named Insured)

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### [WATERCRAFT ENDORSEMENT ]

**Attached to and forming part of the Commercial General Liability Insurance Policy.**

[It is hereby understood and agreed that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, that this Policy also applies to bodily injury or property damage arising out of the ownership, use & operations of the Insured's Watercraft of not more than 8 meters in length and for sanctioned activities only.

[Except as otherwise provided herein, all terms, provisions and conditions of the policy shall have full force and effect.

## Endorsement

**Named Insured:** National Firearms Association  
**Policy Number:** MU202424  
**Endorsement No.:** 14  
**Effective Date:** March 1, 2023 (12:01AM local time at the address of the Named Insured)

### WORLDWIDE TERRITORY EXTENSION ENDORSEMENT

#### Attached to and forming part of the Commercial General Liability Insurance Policy.

It is hereby understood and agreed that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon that with respect to Commercial General Liability Policy – SECTION V – DEFINITIONS – Item #7 is hereby deleted and replaced with:

7. "Coverage territory" means:
- a) Canada and the United States of America (including its territories and possessions).
  - b) International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
  - c) All other parts of the world if the injury or damage arises out of:
    - 1) Goods or products made or sold by you in the territory described in a. above;
    - 2) The activities of an insured person whose home is in the territory described in a. above, but is away for a short time on your business; or
    - 3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication provided the insured's responsibility to pay "compensatory damages" is determined in an "action" on the merits, in the territory described in a. above or in a settlement we agree to.

In addition, it is hereby understood and agreed that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon that any claim or "action" brought in a court of law or in respect of any judgement, award, payment, or settlement within countries that operate under the laws of the United States of America (or to any order made anywhere in the world to enforce such judgement, award, payment or settlement either in whole or in part), the following conditions shall apply:

1. Defence Costs incurred with the consent of the Insurer in the defence, settlement or compromise of any claim or "action" are included within the Limit of Liability and the Deductible.
2. The Insurer will not be liable to indemnify any Insured for any claim or "action":
  - a) For or arising out of or relating directly or indirectly to actual, alleged or threatened spill, discharge, emission, dispersal, seepage, leakage, migration release or escape of "pollutants" or contamination of any kind;
  - b) For awards or damages of a punitive or exemplary nature whether in the form of fines, penalties, multiplication of compensation awards or damages or aggravated damages or in any other form whatsoever.

Except as otherwise provided herein, all terms, provisions and conditions of the policy shall have full force and effect.