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*An historical concert
on the grounds of
Kingston Penitentiary
Featuring:
Headstones
The Pursuit of
Happiness
The Trews
Kasador
with Special guests:
Tom Cochrane
Paul Langlois (of the
Tragically Hip)*

PROPOSAL TO CORRECTIONAL SERVICE CANADA

On September 14, 2019, the United Way of KFL&A will welcome music lovers, history buffs and curiosity seekers through the gates of The Kingston Penitentiary to experience **ROCKIN' THE BIG HOUSE**, a charity show, in support of The United Way. Within the walls of the Kingston Penitentiary, the music festival will combine some of Canada's finest musicians with the history of North America's oldest penitentiary (1845-2013), with all net proceeds to the United Way.



LOGISTICS

Dates and timing:

- Set up: Thursday, September 12th through Saturday September 14th
- Pre-event for lead sponsors: Friday, September 13th, 6pm to 10pm
- Event: Saturday, September 14, 2019, between 5pm and 11pm
- Teardown: Sunday, September 15th through Tuesday, September 17th

Entry, Security, Local regulations:

- Event entry will be through a single entry point, as required for our license.
- We will contract with a professional security firm, working closely with Kingston Police to ensure a safe, secure event. The security firm will provide training and will determine where we need professional security and where trained volunteers can provide service. Volunteers from St. Lawrence College Police Foundation Course, Community Police volunteers, volunteer fire fighters will be recruited.

- There will be security checks for everyone entering the premises
- There will be fire exits in compliance with all Fire Code regulations; we are working closely with Kingston Fire & Rescue to ensure we comply with their regulations.
- As per the rules of our Special Occasions Permit, we have advised the City Clerk, Public Health, Kingston Police and the Fire Chief.
- We have applied for a Special Occasions Permit through the AGCO
- Insurance has been purchased by United Way, indemnifying Correctional Service Canada up to \$5 million

Noise bylaw:

The City Clerk has advised us that, being federal property, there is no requirement for the noise bylaw exception to be requested. However, a joint letter from Corrections Canada and the United Way (or just the United Way) will be sent to all residents in the area to advise them of the event and potential noise till 11pm.

Logistics

- Utilities Kingston will provide a 1400 litre water truck; people can fill re-usable bottles/cups
- Additionally water jugs will be brought in for vendors
- 35+ porta potties have been ordered
- Generators will be rented to cover the stage, lighting, etc. Food vendors will need to bring their own generators
- The City of Kingston stage will be assembled; additionally a production company is going to set up a second stage (donations, with only hard costs covered by us)
- Barriers from the City and Utilities Kingston will be set up
- Corrections Canada will ensure all buildings not in use are securely locked; and volunteers will be positioned at key points to avoid people straying in areas not being used.

Location and site plan:

A professional site coordinator has recommended the event be held in the front courtyard of the Pen.

Site plan below (to be confirmed after April 25 site visit):



Parking:

- 400 parking spots in the Kingston Pen lot; these will be used for premium ticket holders and sponsors
- Doornekamp Construction has allowed us to park on the grounds of the old Prison for Women
- Kingston Transit will work with us on bus schedules and routes from specific parking spaces in the city
- Kingston Trollies have agreed to assist with shuttles to and from downtown

Vendors

- Food, wine and beer will be available for sale, with proceeds to the vendors, and tickets sold through the United Way
- There will be approximately 25-30 vendors, including food trucks, restaurants, breweries and wineries (wait to see sponsorship by brewery)
- Locations for these vendors can be seen on the proposed site plan.

Smoking

There will be a separate smoking section, locatedxxxx Having a separate smoking section, we believe, will discourage smokers from lighting up inside the venue.

No alcohol will be permitted in this section, and there will be security checks upon exiting

Volunteers

To support 2,000 ticket holders and vendors, United Way will recruit volunteers to ensure the event runs smoothly and safely. Volunteers will be identifiable by t-shirts and will be trained and supported through the event.

Media and promotion

A media conference is scheduled for May 27th, after which tickets will go on sale. There will be an early bird opportunity for key workplaces, volunteers and partners, with the public launch the

first week of June. Sponsors and priority ticket holder packages will be distributed in advance of this.

Media sponsorship will be solicited and United Way's local media partners will assist with promotion.

There is interest by CBC in filming a documentary about the Kingston Pen and this unique event. Details are to be finalized.

Partners

The City of Kingston, St. Lawrence Parks Commission are working closely with the United Way and Corrections Canada. SLPC and the City will hold off on tours from September 13 through September 15th. They do not run tours on Mondays and Tuesdays at this time, so September 16th and 17th can be used for cleanup.

Volunteer Committee

The committee is made up of:

- ❖ Joanne Langlois
- ❖ Patrick Murphy
- ❖ Chris Murphy
- ❖ John DiPaolo
- ❖ Bhavana Varma

- ❖ Kyle Lawlor
- ❖ Michelle Langlois
- ❖ Paul Langlois
- ❖ Sue Langlois
- ❖ Korinne Peachey
- ❖ Lynne Carlotta

ROCKIN' THE BIG HOUSE Lineup:

Headstones

Founded in Kingston over 25 years ago, this will be somewhat of a homecoming for the iconic Canadian rock band led by enigmatic singer (and actor: Durham County, Flash Point) Hugh Dillon. Headstones have had a long and established career in the Canadian music scene with hits such as "Cemetery" and "When Something Stands for Nothing". Headstones just came off a successful cross-country tour in 2018 and have recently been recording their next record in Bath, Ontario

Special Guests: Tom Cochrane and Paul Langlois (The Tragically Hip) and more

The Trews

Canadian rock music darlings formed in Antigonish, Nova Scotia in 1997 have five albums to their name including their latest 2018 release, Civillianaires. With songs such as "Not Ready to Go", "Hope and Ruin" and "Highway of Heroes" they quickly made inroads in to the hearts of Canadian music fans.

The Pursuit of Happiness

Toronto's Pursuit of Happiness serves as a vehicle for the wry romantic ponderings of singer/guitarist/songwriter Moe Berg and plays a brand of power-pop influenced by Todd Rundgren, who produced their first two albums.

TPOH has just come off the road from a sold out tour celebrating 30 years since their debut record LOVE JUNK, featuring their hit single "I'm An Adult Now"

Kasador

Kingston-based alt-rock outfit Kasador spent their first 3 years cutting their teeth on the road, garnering attention from their engaging and high-energy live performances. Duelling vocals and dynamic guitars provide a strong base for the band, rooted in rock and funk. Kasador wrote and self-produced their debut 2016 EP 'KASADOR', which they toured extensively through Canada and the USA. Since, the band released a follow up 2-track single titled 'Come Get Yer Money' in 2017. Both tracks are featured on their upcoming full length, titled 'Brood & Bloom' produced by The Tragically Hip's Gord Sinclair and Rob Baker - an album written through tough times and trying to find something



Budget (draft/approximate)

Revenue: Ticket sales (approximately): 200,000; Sponsorship, vendor fees: \$80,000

Expenses: approximately \$150,000

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THIS COMMERCIAL INSURANCE DOCUMENT CONSISTS OF THIS (THESE) DECLARATIONS PAGE (S) ALONG WITH THE "STATUTORY CONDITIONS"(OR "GENERAL CONDITIONS") AS WELL AS ALL COVERAGE WORDINGS, RIDERS OR ENDORSEMENTS THAT ARE ATTACHED HERETO.



SPECIAL EVENTS LIABILITY PM111

DECLARATIONS PAGE

PURPOSE OF THIS DOCUMENT: NEW BUSINESS	DOCUMENT NO.	SE20515-0						
NAMED INSURED AND POSTAL ADDRESS UNITED WAY OF KINGSTON, FRONTENAC, LENNOX 7 ADDINGTON 417 BAGOT ST KINGSTON, ON K7K 3C1	AGENT OR BROKER WILLIS CANADA INC. DBA WILLIS TOWERS WATSON 100 KING STREET WEST, SUITE 4700, PO BOX 470 TORONTO, ON M5X 1E4							
PERIOD OF INSURANCE 12:01 A. M. STANDARD TIME AT THE "COVERED LOCATION(S)" SHOWN BELOW	FROM	DAY	MONTH	YEAR	TO	DAY	MONTH	YEAR
		12	9	2019		16	9	2019

INSURANCE IS PROVIDED ONLY FOR THOSE COVERAGES FOR WHICH A SPECIFIC LIMIT OF INSURANCE IS SHOWN - ON TERMS AND CONDITIONS CONTAINED IN THE FORMS INDICATED.

COMMERCIAL GENERAL LIABILITY - (Occurrence Basis, Defense Costs included)

NAME OF INSURED EVENT: MUSIC CONCERT FESTIVAL WITH FOOD & ALCOHOL		
DESCRIPTION OF EVENT: MUSIC CONCERT FESTIVAL WITH FOOD & ALCOHOL		
LOCATION OF EVENT:	KINGSTON PENITENTIARY - 560 KING ST W, KINGSTON, ON K7L 4V7	
DURATION OF EVENT:	FROM: 09/12/2019 at 8:00 AM	TO: 09/16/2019 at 4:00 PM
DURATION OF TENANCY:	FROM: 09/12/2019 at 8:00 AM	TO: 09/16/2019 at 4:00 PM
ADDITIONAL INSURED:	1. CORRECTIONAL SERVICE CANADA 2. THE CITY OF KINGSTON	
AGGREGATE LIABILITY LIMIT	\$5,000,000	PREMIUM
COVERAGE A - BODILY INJURY & PROPERTY DAMAGE LIABILITY	\$5,000,000	Each Occurrence Limit
HOST LIQUOR LICENSE LIABILITY	INCLUDED	
COVERAGE B - PERSONAL AND ADVERTISING LIABILITY INJURY	\$5,000,000	Each Occurrence Limit
COVERAGE C - MEDICAL PAYMENTS	\$1,000 \$10,000	Any One Person Limit Any One Occurrence
COVERAGE D - TENANTS LEGAL LIABILITY, DEDUCTIBLE \$1,000	\$1,000,000	Any One Premises Limit
DEDUCTIBLE - COVERAGE A and B	\$2,500	Per Any One Occurrence
COVERAGE TERRITORY AND JURISDICTION	CANADA	
FORM #SPF 6 - STANDARD NON-OWNED AUTOMOBILE (CANADA)	\$1,000,000	Any One Accident/Aggregate Limit

INSURANCE MANAGER: Premier Marine Insurance Managers Group (WEST) Inc., 625 Howe Street, Suite 300, Vancouver, B.C. V6C 2T6

THIS DOCUMENT CONTAINS CLAUSES WHICH MAY LIMIT THE AMOUNT PAYABLE

IN WITNESS WHEREOF THIS DOCUMENT HAS BEEN SIGNED, AS AUTHORIZED BY THE INSURER, BY

Per

PREMIUM TOTAL (All Coverages) ►

TOTAL POLICY PREMIUM AND FEES ARE FULLY EARNED AND RETAINED IN THE EVENT OF A CANCELLATION

PREMIER - STATEMENT OF ACCOUNT

Premium:	\$		Policy Number:	SE20515-0
Policy Fee:	\$		Insured:	UNITED WAY OF KINGSTON, FRONTENAC, LENNOX 7 ADDINGTON
Total Due:	\$		Broker:	WILLIS CANADA INC. DBA WILLIS TOWERS WATSON

JUN 05, 2019/JROSEHART

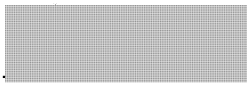


s.20(1)(b)

s.19(1)

00043

POLICY FORMS:
Form #GLEVENT (Rev. Aug 15, 2011) - Commercial General Liability - Occurrence Basis Form #SPF6L (Rev. Dec. 19, 2007) - Standard Non-Owned Automobile (Restricted to Canada Only)
ENDORSEMENTS :
FORM #PRIV-1 (REV. MARCH 6, 2019) - STANDARD SCHEDULE OF POLICYHOLDER NOTICES FORM #LSW1001 (REV. DEC. 12, 2007) - SEVERAL LIABILITIES CLAUSE LSW 1001 FORM #LMA3100 (REV. SEPT. 15, 2010) - SANCTION LIMITATION AND EXCLUSION CLAUSE FORM #NMA0464 (REV. JAN 1, 1938) - WAR AND CIVIL WAR EXCLUSION CLAUSE FORM #NMA1978A (REV. JAN 4, 1996) - NUCLEAR INCIDENT EXCLUSION CLAUSE - LIABILITY - DIRECT (BROAD) - CANADA FORM #MRPREM-SE (REV. SEPT 30, 2014) - MINIMUM RETAINED PREMIUM ENDORSEMENT FORM #FBIX (REV. JULY 13, 2011) - "FOOD" BORNE ILLNESS EXCLUSION ENDORSEMENT FORM #AINC (REV. FEB. 2, 2012) - ADDITIONAL INSURED AND NOTICE OF CANCELLATION ENDORSEMENT FORM #HLLEX (REV. APRIL 12, 2012) - HOST LIQUOR LICENSE EXTENSION ENDORSEMENT
OTHER POLICY FORMS:
Vendors and Exhibitors must carry their own CGL insurance Owner/Provider of any animals must carry their own CGL insurance Owner/Provider of any temporary stage must carry their own CGL insurance Owner/Provider of any "Bouncy Type Castles" must carry their own CGL insurance

LIST OF SUBSCRIBING COMPANIES

THE INSURERS	COVERAGE(S) INSURED	SUM(S) INSURED OR PERCENTAGE(S)	PREMIUM
CERTAIN LLOYD'S UNDERWRITERS UNDER CONTRACT NO. PM1111/18 B0750RNAFB1802074 Per: 	LIABILITY 5,000,000	100%	
TOTAL PREMIUM:			



Effected with certain Lloyd's Underwriters ("the Insurer") through Lloyd's Approved Coverholder ("the Coverholder"):

 Premier Marine Insurance Managers Group (West)
 625 Howe Street, Suite 300
 Vancouver, BC V6C 2T6

s.19(1)

s.20(1)(b)

IDENTIFICATION OF INSURER / ACTION AGAINST INSURER

This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to this Agreement (hereinafter referred to as "the Underwriters"). The Underwriters shall be liable hereunder each for his own part and not one for another in proportion to the several sums that each of them has subscribed to the said Agreement.

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

NOTICE

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

In witness whereof this policy has been signed as authorized by the Underwriters, by **Premier Marine Insurance Managers Group (West)**

Per 

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

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

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

LSW1548C
05 July 2018

Form PMSTAT (Rev. January 2019)
Policy Conditions

Where the terms and conditions of this policy and forms attached hereto are in conflict with the applicable provincial statutes, the interpretation most favourable to the Insured shall prevail.

These conditions apply to all coverage insured by this policy except where such conditions and provisions may be modified or supplemented by forms or endorsements attached to this policy.

Statutory Conditions
(Common Law Jurisdictions only)

1. MISREPRESENTATION

If a person applying for insurance falsely describes the property to the prejudice of the Insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the Insurer in order to enable it to judge the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

2. PROPERTY OF OTHERS

The Insurer is not liable for loss or damage to property owned by a person other than the Insured unless

- (1) otherwise specifically stated in the contract, or
- (2) the interest of the Insured in that property is stated in the contract.

3. CHANGE OF INTEREST

The Insurer is liable for loss or damage occurring after an authorized assignment under the Bankruptcy and Insolvency Act (Canada) or a change of title by succession, by operation of law, or by death.

4. MATERIAL CHANGE IN RISK

- (1) The Insured must promptly give notice in writing to the Insurer or its agent of a change that is
 - (a) material to the risk, and
 - (b) within the control and knowledge of the Insured.
- (2) If an Insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.
- (3) If an Insurer or its agent is notified of a change under subparagraph (1) of this condition, the Insurer may
 - (a) terminate the contract in accordance with Statutory Condition 5, or
 - (b) notify the Insured in writing that, if the Insured desires the contract to continue in force, the Insured must, within fifteen days after receipt of the notice, pay to the Insurer an additional premium specified in the notice.
- (4) If the Insured fails to pay an additional premium when required to do so under subparagraph (3) (b) of this condition, the contract is terminated at that time and Statutory Condition 5 (2) (a) applies in respect of the unearned portion of the premium.

5. TERMINATION OF INSURANCE

- (1) This contract may be terminated,
 - (a) by the Insurer giving to the Insured fifteen days' notice of termination by registered mail or five days' written notice of termination personally delivered, or
 - (b) by the Insured at any time on request.
- (2) If the contract is terminated by the Insurer,
 - (a) the Insurer must refund the excess of premium actually paid by the Insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and
 - (b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.
- (3) If the contract is terminated by the Insured, the Insurer must refund as soon as practicable the excess of premium actually paid by the Insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.
- (4) The fifteen day period referred to in subparagraph (1) (a) of this condition starts to run on the day the registered letter or notification of it is delivered to the Insured's postal address.

6. REQUIREMENTS AFTER LOSS

- (1) On the happening of any loss of or damage to insured property, the Insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Conditions 9, 10 and 11,
 - (a) immediately give notice in writing to the Insurer,
 - (b) deliver as soon as practicable to the Insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration,
 - (i) giving a complete inventory of that property and showing in detail quantities and costs of that property and particulars of the amount of loss claimed,
 - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the Insured knows or believes,
 - (iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the Insured,
 - (iv) stating the amount of other insurances and the names of other Insurers,
 - (v) stating the interest of the Insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
 - (vi) stating any changes in title, use, occupation, location, possession or exposures of the property since the contract was issued, and
 - (vii) stating the place where the insured property was at the time of loss,
 - (c) if required by the Insurer, give a complete inventory of undamaged property, showing in detail quantities and cost of that property, and
 - (d) if required by the Insurer and if practicable,
 - (i) produce books of account and inventory lists,
 - (ii) furnish invoices and other vouchers verified by statutory declaration, and
 - (iii) furnish a copy of the written portion of any other relevant contract.
- (2) The evidence given, produced or furnished under subparagraphs (1) (c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

7. FRAUD

Any fraud or wilfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6 invalidates the claim of the person who made the declaration.

8. WHO MAY GIVE NOTICE AND PROOF

Notice of loss under Statutory Condition 6 (1) (a) may be given and the proof of loss under Statutory Condition 6 (1) (b) may be made

- (1) by the agent of the Insured, if
 - (a) the Insured is absent or unable to give the notice or make the proof, and
 - (b) the absence or inability is satisfactorily accounted for, or
- (2) by a person to whom any part of the insurance money is payable, if the Insured refuses to do so or in the circumstances described in clause (a) of this condition.

9. SALVAGE

- (1) In the event of loss or damage to insured property, the Insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.
- (2) The Insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the Insured under subparagraph (1) of this condition.

10. ENTRY, CONTROL, ABANDONMENT

After loss or damage to insured property, the Insurer has

- (1) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and
- (2) after the Insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but
 - (a) without the Insured's consent, the Insurer is not entitled to the control or possession of the insured property, and
 - (b) without the Insurer's consent, there can be no abandonment to it of the insured property.

11. IN CASE OF DISAGREEMENT

- (1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable **dispute resolution process*** set out in the Insurance Act, whether or not the Insured's right to recover under the contract is disputed, and independently of all other questions.
- (2) There is no right to a dispute resolution process under this condition until
 - (a) a specific demand is made for it in writing, and
 - (b) the proof of loss has been delivered to the Insurer.

***Appraisal process** will apply in all jurisdictions other than QC, BC, AB and MB. **Appraisal Process:** In the event of a disagreement as to the value of the Property insured, the property saved or the amount of the loss, those questions shall be determined by appraisal as provided under The Insurance Act there can be recovery under this contract whether the right to recover on the contract is disputed or not, and independently of all other questions; but there shall be no right to an appraisal until a specific demand therefor is made in writing and until after proof of loss has been delivered

12. WHEN LOSS PAYABLE

Unless the contract provides for a shorter period, the loss is payable within sixty days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the Insurer.

13. REPAIR OR REPLACEMENT

- (1) Unless a dispute resolution process has been initiated, the Insurer, instead of making payment, may repair, rebuild, or replace the insured property lost or damaged, on giving written notice of its intention to do so within thirty days after receiving the proof of loss.
- (2) If the Insurer gives notice under subparagraph (1) of this condition, the Insurer must begin to repair, rebuild, or replace the property within forty-five days after receiving the proof of loss, and must proceed with all due diligence to complete the work within a reasonable time.

14. ACTION

Every action or proceeding against the Insurer for the recovery of any claim under or by virtue of this contract shall be absolutely barred unless commenced within one year after the loss or damage occurs, unless legislation provides otherwise.

15. NOTICE

- (1) Written notice to the Insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the Insurer in the province.
- (2) Written notice to the Insured may be personally delivered at, or sent by registered mail addressed to, the Insured's last known address as provided to the Insurer by the Insured.

NOTE: To the extent that the Civil Code of the **Province of Quebec** is applicable to this contract General Conditions and Provisions as set out in the Civil Code of the Province of Quebec apply. These General Conditions and Provisions, a copy of which is available on request from the Insurer, apply to all perils insured by this policy, except where such conditions and provisions may be modified or supplemented in forms or endorsements attached to this policy

Form #GL EVENT (Rev. August 15, 2011)
Commercial General Liability – Occurrence Basis

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

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.

SECTION I – COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

This insurance applies only when an Each Occurrence Limit is indicated in the Declarations Page.

1. Insuring Agreement.

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

2. Exclusions.

This insurance does not apply to:

(a) 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" or "property damage" 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 damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) Assumed in a contract or agreement that is an "insured contract"; or
- (2) That the Insured would have in the absence of the contract or agreement.

(c) Workers' Compensation and Similar Law

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

(d) Employer's Liability

"Bodily injury" to an employee of the Insured arising out of and in the course of employment by the Insured.

This exclusion applies:

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

This exclusion does not apply:

- (i) To liability assumed by the Insured under an "insured contract"; or
- (ii) To employees on whose behalf contributions are made by or required to be made by the Insured under the provisions of any workers compensation law.

(e) Automobile

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

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

(f) Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use, operation, loading or unloading, or entrustment to others, by or on behalf of any Insured of any watercraft.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises the Named Insured owns or rents;
- (2) A watercraft the Named Insured does not own that is:
 - (i) Less than 8 metres long; and
 - (ii) Not being used to carry persons or property for a charge.
- (3) "Bodily injury" to an employee of the Insured on whose behalf contributions are made by, or required to be made by, the Insured under the provisions of any workers' compensation law.

(g) Aircraft

- (1) "Bodily injury" or "property damage" arising out of the ownership, maintenance, use, operation, loading or unloading, or the entrustment to others, by or on behalf of any Insured of:
 - (i) Any aircraft; or
 - (ii) Any air cushion vehicle.
- (2) "Bodily injury" or "property damage" arising out of the ownership, existence, use, operation or entrustment to others by or on behalf of any Insured of any premises for the purpose of an airport or aircraft landing area and all operations necessary or incidental thereto.

(h) Property damage

"Property damage" to:

- (1) Property owned or occupied by or rented to the Insured;
- (2) Premises the Insured sells, gives away or abandons, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to the Insured;
- (4) Personal property in the Insured's care, custody or control;
- (5) That particular part of real property on which the Insured or any contractor or subcontractor working directly or indirectly on the Insured's behalf is performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "the Named Insured's work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "the Named Insured's work" and were never occupied, rented or held for rental by the Insured.

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"

(i) "Property damage" or "bodily injury" or "personal and advertising injury" arising out of:

- (1) the "products – completed operations hazard";
- (2) any defect, deficiency, inadequacy or dangerous condition in the "Named Insured's product", or
- (3) any product manufactured, sold, handled, distributed or disposed of at the "Insured Event"(s).

This exclusion does not apply to "property damage" or "bodily injury" or "personal and advertising injury" arising out of "Food" served, prepared, handled, stored, transported, treated or disposed of by or for any Insured in connection with the "Insured Event"(s).

(j) "Property damage" to "the Named Insured's product" arising out of it or any part of it.

(k) "Property damage" to "the Named Insured's work" arising out of it or any part of it and included in the "products completed operations hazard".

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

(l) 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 "the Named Insured's product" or "the Named Insured's work"; or
- (2) A delay or failure by the Insured or anyone acting on the Insured's behalf to perform a contract or agreement in accordance with its terms.

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

(m) Recall of Products, Work or Impaired Property

Any loss, cost or expense incurred by the Insured or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "The Named Insured's product";
- (2) "The Named Insured's work"; or
- (3) "Impaired property";

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

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

This insurance applies only when a Personal and Advertising Injury Limit is indicated on the Declarations Page.

1. Insuring Agreement.

- (a) The Insurer will pay those sums that the Insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS COVERAGES A, B AND D. The Insurer will have the right and duty to defend any "action" seeking those damages but:
 - (1) The amount the Insurer will pay for damages is limited as described in SECTION III LIMITS OF INSURANCE;
 - (2) The Insurer may investigate and settle any claim or "action" at our discretion; and
 - (3) The Insurer's right and duty to defend end when the Insurer have used up the applicable limit of insurance in the payment of judgements or settlements under Coverages A, B or D or medical expenses under Coverage C.
- (b) This insurance applies to "personal and advertising injury" only if caused by an offence:
 - (1) Committed in the "coverage territory" during the policy period; and
 - (2) Arising out of the conduct of the Named Insured's business, excluding advertising, publishing, broadcasting or telecasting done by or for the Named Insured.

2. Exclusions.

This insurance does not apply to "personal and advertising injury":

- (1) **Material Published with Knowledge of Falsity**
Arising out of electronic, oral or written publication of material, if done by or at the direction of the Insured with knowledge of its falsity.
- (2) **Material Published Prior to Policy Period**
Arising out of electronic, oral or written publication of material whose first publication took place before the beginning of the policy period.
- (3) **Criminal Acts**
Arising out of the wilful violation of a penal statute or ordinance committed by or with the consent of the Insured.
- (4) **Contractual Agreement**
For which the Insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the Insured would have in the absence of the contract or agreement.
- (5) **Offence Related to Employment**
Sustained by any person as a result of an offence directly or indirectly related to the employment of such person by the Named Insured.
- (6) **Breach of Contract**
"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".
- (7) **Quality or Performance of Goods – Failure to Conform to Statements**
"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any electronic, oral, written or other representation or warranty of durability, fitness or quality of performance made in your "advertisement".
- (8) **Wrong Description of Prices**
"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services state in the Named Insured's "advertisement".
- (9) **Insureds in Media and Internet Type Businesses**
"Personal and advertising injury" committed by an Insured whose business is advertising, broadcasting, publishing or telecasting.
- (10) **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.
- (11) **Unauthorized Use of Another's Name or Product**
"Personal and advertising injury" arising out of the unauthorized use of another's name or product in the Named Insured's email address, domain name or metatag, or any other similar tactics to mislead another's potential customers.
- (12) **Electronic Distribution of Information**
"Personal and advertising injury" arising out of the distribution or display of information, by means of an Internet Web Site, an Intranet, Extranet or similar device or system designed or intended for electronic communication of information.
- (13) **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

COVERAGE C. MEDICAL PAYMENTS

This insurance applies only when a Medical Expense Limit is indicated in the Declarations Page.

1. Insuring Agreement.

- (a) The Insurer will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises the Named Insured owns or rents;
 - (2) On ways next to premises the Named Insured owns or rents; or
 - (3) Because of the Named Insured's operations;

provided that:

- (i) The accident takes place in the "coverage territory" and during the policy period;
 - (ii) The expenses are incurred and reported to the Insurer within one (1) year of the date of the accident; and
 - (iii) The injured person submits to examination, at the Insurer's expense, by physicians of the Insurer's choice as often as the Insurer reasonably requires.
- (b) The Insurer will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. The Insurer will pay reasonable expenses for:
 - (1) First aid at the time of 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.

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

- (a) To any Insured.
- (b) To a person hired to do work for or on behalf of any Insured or a tenant of any Insured.
- (c) To a person injured on that part of premises the Named Insured owns or rents that the person normally occupies.
- (d) To a person, whether or not an employee of any Insured, who at the time of injury is entitled to benefits under any workers compensation or disability benefits law or a similar law.