



Summary of Liability Coverage

The CCA Liability Policy is written on a Commercial General Liability Form. However all policies contain terms, conditions and exclusions. This Policy responds to civil actions and not criminal actions.

There is a limited form of Pollution Coverage provided, however please refer to the definitions stated in this summary and the time allowed to report losses.

Pollution coverage does not cover losses from underground tanks or PCB's.

The Major Definitions under this policy are:

- 1 Insured means the Named Insured stated on the Certificate of Insurance, and any partner, officer, director, stockholder, employee, volunteer, or committee member of the Named Insured, while acting within the scope of his duties as such.***

Any person, firm, corporation, organization, trustee, estate or government body in whose name the Named Insured has by agreement contracted to effect insurance as provided by this policy, but the Insurance provided for such additional unnamed insured is restricted solely to liability arising out of the Named Insured's operations.

Co-owners, joint ventures or partners having a non operating interest with the Insured in the operations insured.

All employee Social Clubs.

- 2 Bodily Injury means, bodily injury, sickness disease, mental injury, humiliation, mental anguish, shock or disability sustained by any person, including death resulting from any of these at any time.***
- 3 Property Damage means, physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an accident occurring during the policy period.***



- 4 *“Abuse” means, but is not limited to, sexual, physical, mental, psychological or emotional abuse or molestation, sexual harassment, sexual assault, assault or battery.*
- 5 *Contract means a statutory warranty of goods or products or any written agreement. Verbal contracts are covered providing they are in writing within 90 days.*
- 6 *Policy Territory means anywhere in the World, providing suit for damages is brought within Canada.*
- 7 *Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant including but not limited to smoke, vapor, soot, fumes acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed. This specifically excludes under ground tanks and PCB's. Coverage is provided for the following.*
 - a. *Heat, Smoke or fumes from a hostile fire. “Hostile Fire” means one which becomes uncontrollable or breaks out from where it was intended to be.*
 - b. *An unexpected, or unintentional discharge, dispersal, release or escape of pollutants provided such discharge, dispersal, release or escape of pollutants;*
 - i. *results in the injurious presence of pollutants in or upon land, the atmosphere, drainage or sewer system, watercourse or body of water,*
 - ii. *does not occur in a quantity or with a quality that is routine or is usual to the business of the insured.*
 - iii. *is detected within 120 hours after the commencement of the discharge, dispersal, release or escape, and*
 - iv. *is reported to the Insurer within 120 hours of being detected.*



Major Exclusions:

1. *Employment Practices Liability.*
2. *Intentional Acts, except the use of reasonable force to protect persons or property is not excluded.*
3. *Owned or Leased Automobile Liability. However, Non-Owned Automobile coverage is insured.*
4. *Watercraft in excess of 500 Gross Tons.*
5. *Punitive Damages.*
6. *Any liability arising out of Sexual Abuse after the Named Insured had knowledge of or ought to have knowledge of that an officer, employee or volunteer has abused any person.*
7. *Damage to Property in your care, custody and control, except as is provided under "Tenants Legal Liability"*
8. *Pollution and contamination other than "sudden and accidental" as defined and hostile fire coverage.*
9. *Employees are not insured for bodily injury claims to other employees. This includes sexual assault and harassment.*
10. *"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) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.*
11. *Cyber Risks*
12. *Mould/Fungi*
"Fungi" includes, but is not limited to, any form or type of mould, yeast, mushroom, mildew, wet or dry rot, or bacteria 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.
"Spores" includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any 'fungi'.
13. *Asbestos*



Your Duties In The Event Of A Loss:

You must report the loss as soon as practicable, after notice has been received by an Officer of the Company. This definition and duty does not apply to sudden and accidental pollution claims.

If a claim is made or a suit is brought you must immediately forward to the Insurer every demand, notice summons or other process received.

You must co-operate with the Insurer, and if requested to do so attend hearings and trials.

You may not, (except at your own cost) voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of the accident or occurrence.

The Insurers Duties Are:

Pay on behalf all sums which the Named Insured is legally obligated to pay for coverage afforded by this policy.

Defend in the name and on behalf of the Insured any civil action which may at any time be brought against the Insured for Bodily Injury and Property Damage covered by the Policy.

Pay all costs taxed in any civil action defended by the Insurer and any interest accruing after entry of judgment upon that part of the judgment which is within the limit of liability.