

Gig Insurance Policy

Underwritten by Co-operators General Insurance Company. Administered by Duuo.



Important Note about your insurance

*This insurance policy is designed to suit episodic needs of **gig** workers who work by themselves and have no employees or crew. This policy contains provisions that restrict or otherwise impact your insurance coverage limits on this policy as well as any subsequent policies you obtain with Duuo Gig Product.*

*If for any of your **gig** activity you obtain multiple insurance policies from Duuo, please also refer to Our Agreement section, Anti Stacking and Progressive Injury or Damage clauses.*

Disclaimer

By buying this policy, you agree and confirm that Duuo did not provide you any advisory or consultancy regarding adequacy of limits or coverage in this policy. You also acknowledge that all the answers, acknowledgments and conditions in the insurance application form the basis of this insurance contract.

Welcome to Duuo

Duuo was created by The Co-operators to make insurance easy, flexible, and online. That's why our gig insurance has been designed for **gig** workers who need on-demand short term coverage for tasks they undertake. Duuo brings you affordable and simple **gig** liability protection so you do you.

About This Policy

Nobody loves reading through the details of an insurance policy. So we've tried to make this as easy as possible to understand. There are some sections that have to be worded in a particular way for legal reasons. If you have any questions, leave us a message at www.Duuo.ca and we'd be happy to help out.

The Duuo App

This policy makes reference to the Duuo App which means the Duuo.ca website and the web application that you used to quote and purchase this policy. The You're Covered screen in the Duuo App shows important coverage information.

Making a Claim

That's what insurance is for. Log in to Duuo.ca to start the claims process. You are in good hands.

Summary of Coverage

Here is a quick overview of your coverage. *This summary is not part of the insurance agreement.* There are important conditions and details as to what's covered and what's not covered in this policy document. For details regarding any coverage or conditions, please review the full document.

You're Covered For

This insurance provides liability protection to you against the claims unintentionally arising out of your covered **gig** activities in Canada, e.g.

1. You injure others or damage their property
2. Your completed work results in an injury to others or damage their property
3. You detain someone or harm their reputation
4. Medical Payments for injuries you are accused of
5. You damage others' premises rented to you and the litigation costs to defend you against such claims in Canada.

You're Not Covered For

This insurance is not designed to cover activities or liabilities such as

1. Liabilities out of activities not selected during the application process
2. Your liability towards your own workers, employees, and partners
3. Any Automobiles, Watercraft or Aircraft related liability, whether owned or not
4. Liabilities from faulty work that manifest beyond 12-month period after you completed the work

Coverage Territory & Jurisdiction

This policy provides coverage for liability arising out of your **gig** activities described during the application process and listed in the "You're Covered Screen" of the Duuo App and only occurring during the dates of the coverage. The **coverage territory** and jurisdiction of this policy is limited to Canada.

Our Agreement

This is an agreement between you and Co-operators General Insurance Company.

Duoo® Gig Insurance is part of a suite of on-demand insurance products offered and underwritten by The Co-operators Group of Companies and administered and distributed by Duoo Insurance Services Inc. Duoo® is a registered trademark of The Co-operators Group Limited.

Certain words and phrases in bold are specifically defined in the Definitions section of this policy. “You” and “your” refer to the **Named Insured** stated on the **You’re Covered Screen** of the **Duoo App**. “We”, “us” and “our” refer to The Co-operators General Insurance Company.

We provide the insurance described in this policy upon full payment of the premium and subject to you following the policy conditions. **You’re Covered Screen** of the **Duoo App** explains the limits of insurance which are the most we will pay regardless of the number of insureds, actions or claims brought or number of persons or organizations bringing actions.

Applicable Law

This policy is governed by and shall be construed in accordance with the laws of the Canadian province where the **gig** activities take place and the federal laws of Canada.

Who is an Insured

This insurance only applies to *the liability* arising out of the **gig** activities selected in the application process.

If you are designated in the Duoo App **You’re Covered Screen** as:

- **an individual**, you are insured.
- **a sole proprietorship**, you are insured but only with respect to the conduct of a business of which you are the sole owner.

Additional Insured

If an Additional Insured has been added to the policy, this policy extends the protection to them but only in respect of the liability arising out of *your covered gig activity*.

What is a Gig

An income earning project or temporary job undertaken by an independent contractor or a freelancer under a documented agreement about the deliverables and the compensation.

Gig activities are subject to Duuo application and policy exclusionary list.

What's Not Covered

Our understanding under this policy is that you work alone without any employees or crew. Therefore it is important to note that your liability towards **any employees**, officers and managers is not covered under this policy.

Similarly, the **Bodily Injury** or **Personal and Advertising Injury to you, any partners or employees or other volunteer workers** including their spouse, child, parent, brother, or sister is also not covered by this policy.

This policy does not cover liability towards any person who at the time of injury is entitled to benefits under any **workers' compensation** or disability benefits law or similar law.

Anti Stacking Clause

It is a condition of this insurance that if this or any other policy issued by Duuo or Co-operators Insurance in any period of time on which you are a named insured or an additional insured, applies to the **same liability, occurrence, offence, claim or a suit**, the maximum limit of insurance under all the policies will not exceed the highest applicable limit of insurance available under any one policy. This clause also applies to your liability under Products Completed Operations Hazards.

Continuous or Progressive Injury

It is a condition of this insurance that there will be no coverage for any liability or defence for any **Bodily Injury, Property Damage** or "Personal or Advertising Injury" which:

1. First occurred, first began to occur or is alleged to have first occurred
2. Is alleged to be in the process of occurring to any degree, or
3. Is caused by or alleged to have been caused by incremental, continuous, or progressive injury or damage arising from an **occurrence**, negligence or offence which first occurred, first began to occur or is alleged to have first occurred prior to the effective date of this this insurance.

Coverage Period

This insurance covers you for the period specified in the **You're Covered Screen** of the Duuo App. The coverage for your completed work is for the duration of Exposure Period as mentioned in the "You're Covered Screen" of the Duuo App.

Termination of the coverage by either party is subject to the Termination clause described in the Policy Conditions.

Minimum Retained Premium

It is condition of this insurance that full premium is earned and retained on the policy effective date. Any termination of the policy by you after the policy effective date is subject to the Termination clause described in the Policy Conditions section.

Application of Limits

This policy has been designed to provide short-term, affordable coverage for **gig** workers. Here is how the limits of this policy apply.

Coverage A – Bodily Injury & Property Damage Liability and

Coverage B – Personal & Advertising Injury Liability

Due to short term nature of this policy, the per **occurrence** and aggregate limits are the same. Coverage A and Coverage B have shared limits, and this limit is the maximum this policy will pay for a single claim or all the claims in total i.e. \$2,000,000. This is the aggregate policy limit.

Coverage C – Medical Payments become part of the aggregate policy limit.

Claims paid under Coverage C will be limited to \$5,000 per person. However, there will be no coverage once the aggregate policy limit is exhausted.

Coverage D – Tenants' Legal Liability payments also become part of the aggregate policy limit and are limited to \$50,000 in total.

Coverage for Products-Completed Operations Hazard Liability

Payments under this coverage also become part of the aggregate policy limit and are limited to \$50,000 for all related claims under the policy.

There is no deductible applicable to your liability.

Your Coverage

This section contains details of your coverage in various sections. Each section can have its own conditions and limits. However, all of these coverages apply to your covered **gig** activities as described in the **You're Covered Screen** of the Duuo App.

Coverage A

Bodily Injury and Property Damage Liability

The coverage and limit of insurance if applicable is shown under the Each **Occurrence** Limit in the **You're Covered Screen** of the **Duuo App**. This Limit is the most we will pay for the sum of **Compensatory damages** under this coverage.

Insuring Agreement

We will pay those sums that the Insured becomes legally obligated to pay as **Compensatory damages** because of unintentional **Bodily Injury** or **Property Damage** originating during the policy period only in relation to the covered **gig** activities.

Defending You

We will have the right and duty to defend the insured against any **action** seeking those **Compensatory damages** when this insurance applies. We may, at our discretion, investigate any **occurrence** and settle any claim or **action** that may result in payment of **Compensatory damages** up to the Limit of Insurance.

Our 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 Payments under Coverage C.

No Prior Knowledge

This coverage only applies if prior to the policy period, no insured listed under **Who is an Insured** and no person authorized by you to give or receive notice of an **occurrence** or claim, knew that the **Bodily Injury** or **Property Damage** has occurred or has begun to occur, in whole or in part.

Bodily Injury Compensatory Damages

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** that originated during the policy period.

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.

What's Not Covered Under Coverage A

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**:

- i. That the insured would have in the absence of the contract or agreement; or
- ii. Assumed in a contract or agreement that is an “insured contract”, provided the **Bodily Injury** or **Property Damage** occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an “insured contract”, reasonable legal fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be **Compensatory damages** because of **Bodily Injury** or **Property Damage**, provided:
 1. Liability to such party for, or for the cost of, that party’s defense has also been assumed in the same “insured contract”; and
 2. 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 any **Employee** of the insured arising out of and in the course of employment by the insured or performing duties related to the employment. This exclusion also applies to the spouse, child, parent, brother or sister of that **Employee** as a consequence of such employment related liability.

This exclusion applies:

- i. Whether the insured may be liable as an employer or in any other capacity; and
- ii. To any obligation to share **Compensatory damages** with or repay someone else who must pay **Compensatory damages** because of the injury.

e. Aircraft & 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:

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

For the purpose of this exclusion, 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 that is owned or operated by or rented or loaned to any insured.

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:

- i. any **automobile** owned or operated by or on behalf of or rented or loaned to any insured.
- ii. any motorized snow vehicle or its trailers, and
- 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.

For the purpose of this exclusion, use includes operation and “loading and 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 **automobile** that is owned or operated by 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**.

g. Damage to Property

Property Damage to:

- i. 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;
- ii. Premises you sell, give away or abandon, if the **Property Damage** arises out of any part of those premises;
- iii. Property loaned to you;
- iv. Personal property in your care, custody or control;

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

Paragraph ii. of this exclusion does not apply if the premises are **your work** and were never occupied, rented or held for rental by you.
Paragraphs iii., iv., v., and vi. of this exclusion do not apply to liability assumed under a sidetrack agreement.

h. Damage to your Product

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

i. Damage to your Work

Property Damage to that particular part of **your work** out of which an **occurrence** arises due to **your work** having been incorrectly performed on 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:

- i. A defect, deficiency, inadequacy or dangerous condition in **your product** or **your work**; or
- ii. 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:

- i. **Your product**;
- ii. **Your work**; or
- iii. **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. Personal and Advertising Injury

Bodily Injury arising out of **Personal and Advertising Injury**.

m. 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.

n. Abuse

Claims or **actions**:

- i. 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**; or
- ii. Based on your practices of **Employee** hiring, acceptance of “volunteer workers” or supervision or retention of any person alleged to have committed **abuse**; or
- iii. Alleging knowledge by an insured of, or failure to report, the alleged **Abuse** to the appropriate authority(ies).

o. Access or Disclosure of Confidential or Personal Information and Data-Related Liability

Bodily Injury or **Property Damage** arising directly or indirectly, in whole or in part, out of:

- i. Any access to or disclosure of any person’s or organization’s **Confidential or personal information**, or
- ii. The loss of, loss of use of, damage to, corruption of, inability to manipulate any person’s or organization’s **Confidential or personal information**.

p. 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**.

Other exclusions applicable are explained under the section Common Exclusions.

Coverage A

Enhancement

Products Completed Operations Hazard Liability

Coverage A is extended to include **Bodily Injury** and **Property Damage** arising out of the “Products-Completed Operations Hazard” when it arises out of **your work** which has been performed and completed during the policy period.

*The limit of insurance if applicable is shown under the “Products-Completed Operations Hazard Liability” Limit in the **You’re Covered Screen** of the **Duuu App**. This Limit is the most we will pay for the sum of “Compensatory Damages” under this coverage.*

What is Covered

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 all 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 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.***

What is Not Covered

This coverage is not intended to cover the defective product or work, but the damage resulting from the defective work. Coverage does not apply to the cost incurred to repair and replace your defective work. The risk of replacing or repairing defective materials or poor workmanship is considered a commercial risk that is not covered by any part of this policy.

This coverage also 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.

All other exclusions applicable to Section A also apply to this enhancement.

Episodic Coverage

The Duuo Gig Insurance policy is an episodic agreement. However, the coverage for your products-completed operations hazard liability continues for the **Exposure Period**.

This coverage will only be available under the policy you have purchased for the completed job. If the activity was abandoned or not otherwise completed, this coverage does not apply to any of the policies.

Exposure Period

Products-Completed Operations Hazard coverage is provided during the exposure period beginning on the date this policy ends per the date shown on the “You’re Covered Screen” of the Duuo App, or is cancelled or otherwise terminated if the following conditions are met:

1. An Exposure Period is shown in the “You’re Covered Screen” of the Duuo App,
2. You have no other liability coverage or other Exposure Period in force and applicable to the “Products-Completed Operations Hazard” to which this Exposure Period applies effective during this Exposure Period, and
3. Your policy was not terminated due to non-payment of premium, misrepresentation or fraud.

Coverage B

Personal and Advertising Injury Liability

The coverage and limit of insurance if applicable is shown under the Personal and Advertising Injury Liability Limit in the **You're Covered Screen** of the **Duuo App**. This Limit is the most we will pay for the sum of "Compensatory Damages" under this coverage.

What is Personal and Advertising Injury

This 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**.

Insuring Agreement

We will pay those sums that the insured becomes legally obligated to pay as **Compensatory damages** because of **Personal and Advertising Injury** originating during the policy period only in relation to the covered **gig** activities in Canada.

Defending You

We will have the right and duty to defend the insured against any **action** seeking those **Compensatory damages** when this insurance applies. We may, at our discretion, investigate any offense and settle any claim or **action** that may result.

Our 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 Payments 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.

What's Not Covered Under Coverage B

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 in any form 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 in any form 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:
 - i. Advertising, broadcasting, publishing or telecasting.
 - ii. Designing or determining content of websites for others; or
 - iii. An internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a, b and c of “What is Personal and Advertising Injury”.

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. Employment Practices

Personal and Advertising Injury to:

- i. A person arising out of any:
 - 1. Refusal to employ that person; or
 - 2. Termination of that person’s employment; or
 - 3. Employment related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, or discrimination directed at that person; or
- ii. The spouse, child, parent, brother or sister of that person as a consequence of **Personal and Advertising Injury** sustained by the person referred to in Paragraph i. above at whom any of the employment related practices described in Paragraph 1., 2. or 3. is directed.
This exclusion applies whether the insured may be liable as an employer or in any other capacity.

n. Access or Disclosure of Confidential or Personal Information

Personal and Advertising Injury arising directly or indirectly, in whole or in part, out of:

- i. Any access to or disclosure of any person’s or organization’s **Confidential or personal information**; or
- ii. The loss of, loss of use of, damage to, corruption of, inability to manipulate any person’s or organization’s **Confidential or personal information**.

Other exclusions applicable are explained under the section Common Exclusions.

Coverage C

Medical Payments

*The coverage and limit if applicable is shown under Medical Payments Limit in the **You're Covered Screen** of the **Duuo App**. This limit is the most we will pay for the sum of medical expenses incurred because of **Bodily Injury** sustained by any one person.*

Insuring Agreement

We will pay medical expenses as described below for **Bodily Injury** caused by an accident because of your covered **gig** activities under this policy in Canada during the policy period, provided that:

- i. The expenses are incurred and reported to us within one year of the date of the accident; and
- ii. The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

We will pay regardless of fault

We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- ii. First aid administered at the time of an accident;
- iii. Necessary medical, surgical, x-ray and dental services, including prosthetic devices and medical equipment;
- iv. Necessary ambulance, hospital, professional nursing, and funeral services; and
- v. Travel and babysitting expenses.

What's Not Covered Under Coverage C

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 the premises you own or rent that a 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 similar law.

- e. **Athletic 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 operation hazard”.
- g. **Coverage A Exclusions**
Excluded under Coverage A.

Coverage D

Tenants’ Legal Liability

*The coverage and limit if applicable is shown under Tenants’ Legal Liability Limit in the **You’re Covered Screen** of the **Duuu App**.*

Insuring Agreement

We will pay those sums that the insured becomes legally obligated to pay as **Compensatory damages** because of **Property Damage** to premises of others rented to or occupied by the insured for the covered **gig** activities under this policy. This coverage is restricted to the damages originating and occurring in Canada during the policy period.

Defending You

We will have the right and duty to defend the insured against any **action** seeking those **Compensatory damages** when this insurance applies. We may, at our discretion, investigate any **occurrence** and settle any claim or **action** that may result in payment of **Compensatory damages** up to the applicable Limit of Insurance.

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 M Payments 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.

No Prior Knowledge

This coverage only applies if prior to the policy period, no insured listed under 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 or has begun to occur, in whole or in part.

What's Not Covered Under Coverage D

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.

Other exclusions applicable are explained under the section Common Exclusions.

Common Exclusions

This section details all the common exclusions applicable to Coverages A, B, C and D.

1. 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, 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 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**.

2. Fungi or Spores

- a. **Bodily Injury, Property Damage, Personal and Advertising Injury** or “Medical Payments” under Coverage C 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 “spore(s)” 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 “spore(s)”; or
- b. Any supervision, instructions, recommendations, warnings or advice given, or which should have been given in connection with a. above; or
- c. Any obligation to pay damages, share damages with or repay someone else who must pay damages because of such injury or damage referred to in a. or b. above.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the **Bodily Injury, Property Damage or Personal and Advertising Injury**.

3. Nuclear Energy Liability

- a. Liability imposed by or arising from any nuclear liability act, law, statute or regulation or any law amendatory thereof;

- b. **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;
- c. **Bodily Injury, Property Damage or Personal and Advertising Injury** resulting directly or indirectly from the **nuclear energy hazard** arising from:
 - i. The ownership, maintenance, operation or use of a **nuclear facility** by or on behalf of an insured;
 - ii. The furnishings by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**;
 - iii. The possession, consumption, use, handling, disposal or transportation of **fissionable substances**, or of other **radioactive material** (except radioactive isotopes, away from a **nuclear facility**, which have reached the final stage of fabrication so as to be useable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by an insured.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the **Bodily Injury, Property Damage or Personal and Advertising Injury**.

4. Pollution

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** at or from any premises, site or location which is or was at any time owned, managed, rented to others or occupied by any insured, or rented or loaned to any insured.

5. 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**.

6. 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**.

7. Sexually Transmitted Disease

Any claim, suit, or cause of action arising directly or indirectly from instances, **occurrences** or allegations involving sexually transmitted diseases, including Acquired Immune Deficiency Syndrome (AIDS).

Supplementary Payments

This section applies only to 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 \$500 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:
 - i. Agrees in writing to:
 1. Cooperate with us in the investigation, settlement or defense of the **action**;
 2. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the **action**;
 3. Notify any other insurer whose coverage is available to the indemnitee; and
 4. Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

- ii. Provides us with written authorization to:
 1. Obtain records and other information related to the **action**; and
 2. 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 What's Not Covered under Coverage A - Bodily Injury and Property Damage Liability, such payments will not be deemed to be **Compensatory damages** for **Bodily Injury** and **Property Damage** and will not reduce the limits of insurance.

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

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

Property Damage 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 **Certificate of Insurance** and You're Covered Screen of the Duuo App 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, 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:
 - i. How, when and where the **occurrence** or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. 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:
 - i. Immediately record the specifics of the claim or **action** and the date received; and
 - ii. 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:
 - i. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or **action**;
 - ii. Authorize us to obtain records and other information;
 - iii. Cooperate with us in the investigation or settlement of the claim or defense against the **action**; and
 - iv. 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

a. We have the right to:

- i. Make inspections and surveys at any time;
- ii. Give you reports on the conditions we find; and
- iii. Recommend changes.

b. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections.

We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:

- i. Are safe or healthful; or
- ii. Comply with laws, regulations, codes, or standards.

c. Paragraphs a and b of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

d. Paragraph b of this condition does not apply to any inspections, surveys, reports or recommendations as 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:

a. 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.

b. Excess Insurance

This insurance is excess over:

i. Any of the other insurance, whether primary, excess, contingent or on any other basis:

1. That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
2. That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
3. If the loss arises out of the maintenance or use of watercraft or **automobile** to the extent not subject to Exclusion f. or g. of Section I - Coverage A. Bodily Injury and Property Damage Liability.

ii. 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:

1. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
2. 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 **Certificate of Insurance** of this policy.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

9. Premium Audit

- a. We will compute all premiums for this policy in accordance with our rules and rates.
- b. 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. This may include your **gig** work contract including relevant correspondence and payments.

10. Premiums

The first Named Insured shown in the **Certificate of Insurance**:

- 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 **Certificate of Insurance** and acknowledgments 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 and acknowledgments.

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 **Certificate of Insurance** may terminate this policy through Duuo Dashboard.
 - i. Cancellation is made within the first day of the **gig** for full refund. No coverage is applicable.

- ii. Cancellation of the policy due to early completion of work will result in prorated premium being retained for the period of coverage.
 - iii. Cancellation of the policy without work completion will render the policy void in its entirety from the inception date. Full refund of premium will be provided.
- b. The policy period will end on the date termination takes effect regardless of the work completion status subject to the Exposure Period clause.
- c. If this policy is terminated, we will send the first Named Insured any premium refund. 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.

Definitions

The definitions are applicable to all sections of this policy.

Abuse means any act or threat involving molestation, harassment, corporal punishment, or any other form of physical, sexual or mental abuse.

Action means a civil proceeding in which **Compensatory damages** because of **Bodily Injury**, "Property Damage" or **Personal and Advertising Injury** to which this insurance applies are alleged. **Action** includes:

- 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.

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 websites, only that part of a website that is about your goods, products, or services for the purposes of attracting customers or supporters is considered an advertisement.

Automobile means a land motor vehicle, trailer or semi trailer that is required by law to be insured under a contract evidenced by a motor vehicle liability policy, or any vehicle insured under such a contract, including any attached machinery or equipment.

Bodily Injury means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

Certificate of Insurance means the page(s) of your policy which provides the specifics of your insured coverages and limits, including any supplementary pages or schedule of coverages attached thereto applicable to this policy subject to the terms and conditions of this policy.

Confidential or personal information means any information reasonably considered confidential or personal based upon its nature and includes, but is not limited to patents, trade secrets, processing methods, records, personnel information, customer lists, financial information, credit card information, health information and any other information relating to a person which is not generally known to the public.

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.

Coverage territory means:

- a. Canada only.
- b. All other parts of the world if the injury or damage arises out of:

- i. Goods or products made or sold by you in Canada; or
- ii. **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 Canada or in a settlement we agree to in writing.

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.

Employee includes a "leased worker" and a **temporary worker**.

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

Fungi includes, but is not limited to, any form or type of mould, yeast, mushroom, 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.

Gig means an income earning project or temporary job undertaken by an independent contractor or a freelancer under a documented agreement about the deliverables and the compensation

Gig activities are subject to Duuo application and policy exclusionary list.

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:

- i. The repair, replacement, adjustment, or removal of "your product" or "your work"; or
- ii. Your fulfilling the terms of the contract or agreement.

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.

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. An obligation, as required by ordinance or bylaw, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement; or
- f. 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 f. does not include that part of any contract or agreement:

- i. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - 1. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - 2. Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- ii. 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 failing to render **professional services**, including those listed in 1 above and supervisory, inspection, architectural or engineering activities.

Leased worker means a person leased to you by a labour leasing firm under an agreement between you and the leasing firm, to perform duties related to the exhibition. **Leased worker** does not include a **temporary worker**.

Loading or unloading means the handling of property:

- a. After it is moved from the place it is accepted for movement into or onto an aircraft, watercraft or **automobile**;
- or
- 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**.

Nuclear energy hazard means the radioactive toxic, explosive or other hazardous properties of **radioactive materia**”.

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 utilizing spent fuel, or

iii. Handling, 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.

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

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**.

Pollutants mean any solid, liquid, gaseous, or thermal irritant or contaminant, including but not limited to smoke, odour, vapour, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.

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:
 - i. Products that are still in your physical possession; or
 - ii. Work that has not yet been completed or abandoned. However, **your work** will be deemed completed at the earliest of all the following times:
 1. When all of the work called for in your contract has been completed.
 2. When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 3. When that part of 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:
 - i. 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
 - ii. The existence of tools, uninstalled equipment or abandoned or unused materials.

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. Engineering, designing, architectural, draftsman, or surveying services, including:

- i. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; or
- ii. Supervisor and inspection activities;
- h. 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;
- i. Any computer programming or re-programming, consulting, advisory, or related services; or
- j. Claim investigation, adjustment, appraisal, survey, or audit services; or
- k. Professional services of a veterinarian.

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 cause 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 purpose of this instance, **Electronic Data** is not tangible property.

Radioactive material means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements, and any other substances which may be designated by any nuclear liability act, law or statute, or any law amendatory thereof, as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy.

Spores includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any "fungi".

Temporary worker means a person who is furnished to you to substitute for a permanent **Employee** on leave or to meet seasonal or short-term workload conditions.

Terrorism means any ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

Volunteer worker means a person who is not your **Employee**, and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

Your product:

a. Means

i. Any goods or products, other than real property, manufactured, sold, handled, distributed, or disposed of

by:

1. You;

2. Others trading under your name; or

3. A person or organization whose business or assets you have acquired; and

4. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

i. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your product**; and

ii. 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.

Your work:

a. Means:

i. Work or operations performed by you or on your behalf; and

ii. Materials, parts or equipment furnished in connection with such work or operations

b. Includes:

i. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your work**; and

ii. The providing of or failure to provide warnings or instructions.