

# Vendors Insurance Policy

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



## Welcome to Duuo

Duuo was created by The Co-operators to make insurance easy, flexible, and online. That's why our vendors insurance (or exhibitors insurance) has been designed for vendors who need on-demand short-term coverage for events and exhibitions.

## About this Policy

We know nobody loves reading through an insurance policy. That's why we've tried to make this as easy as possible to understand. That said, there are some sections that have to be worded in a particular way for legal reasons. But if you need help or have any questions, just start a chat with us at [www.Duuo.ca](http://www.Duuo.ca). 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 get a quote and then purchase this policy. The You're Covered screen in the Duuo App also shows important coverage information.

## Making a Claim

If you need to make a claim, simply login to your account at Duuo.ca to start the claims process. You are in good hands with Duuo!

## 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 protection to you against the claims unintentionally arising out of the following:

1. Bodily Injury & Property Damage Liability
2. Personal & Advertising Injury Liability
3. Medical Payments for injuries
4. Tenants' Legal Liability

and the litigation costs to defend you against such claims in Canada. The coverage territory and jurisdiction is limited to Canada only.

### You're Not Covered For

Your liability towards your own workers and employees etc. as they are considered part of your team. Also not covered is any physical property belonging to others but under the care, custody or control of your team (and volunteer workers).

This policy does not cover any Automobiles related liability, whether owned or not. This policy also does not cover liability arising out of Products-Completed Operations, e.g. injuries or sickness due to faults in products or food you sell.

### Coverage Territory & Jurisdiction

This policy provides coverage for liability arising out of your operations as a vendor or exhibitor at the premises listed in the You're Covered Screen of the Duuo App and only occurring during the dates of the coverage. The jurisdiction of this policy is limited to Canada.

**There is no deductible applicable to your liability.**

**However, you will pay the first \$1,000 of each covered claim to your Property if coverage has been added. There are other important considerations, conditions and limitations to the above. Please read on for the details.**

## Our Agreement

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

Duuo® **Vendors** 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 Duuo Insurance Services Inc. Duuo ® 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 **Duuo 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 **Duuo 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 exhibition or the event takes place and the federal laws of Canada.

## Who is an Insured

This insurance only applies to *the liability* arising out of the participation of the subject exhibition.

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

- **an individual**, you and your spouse are insureds.
- **a partnership**, limited liability partnership or **joint venture**, you, your members, your partners and their spouses are insureds.
- **a limited liability company**, you and your members are insureds.
- **an organization other than all above**, you, your “executive officers” and directors with respect to their duties as your officers or directors as well as your shareholders with respect to their liability as shareholders are insured.
- **a trust**, you and your trustees are insured.

## Other Parties Insured

There are other parties that this policy provides liability protection to but strictly with respect to the participation of the subject exhibition.

1. Your *volunteer workers* while performing duties related to the subject exhibition.
2. Your real estate manager.

## 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 participation* of the subject exhibition.

## What's Not Covered

It is important to note that your liability towards **your own employees**, officers and managers is not covered under this policy.

Similarly, the **Bodily injury** or **personal and advertising injury to you, to your partners, co-employee 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 arising out of **failing to provide professional health care services**.

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.

This policy also does not cover liability arising out of **Products & Completed Operations**.

## Coverage Period

This insurance covers you for the period specified 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 and applicable Statutory Conditions sections.

## 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 participation of the exhibition or event 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**. The Each Occurrence 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 participation of the event covered.

### 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 **employee** 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:

- i. An **employee** of the insured arising out of and in the course of:
  1. Employment by the insured; or
  2. Performing duties related to the conduct of event.
- ii. The spouse, child, parent, brother or sister of that **employee** as a consequence of item d. i. above

**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.

**This exclusion does not apply to:**

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

**e. Aircraft & 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.

This exclusion does not apply to:

- i. A watercraft while ashore on premises you own or rent;
- ii. A watercraft you do not own that is:
  - 1. Less than 8 metres long; and
  - 2. Not being used to carry persons or property for a charge;
- iii. Watercraft operations related **Bodily injury** to an employee of the insured on whose behalf contributions are made by or required to be made by the insured under the provisions of any Canadian provincial or territorial workers' compensation law.

**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**.

This exclusion does not apply to:

1. **Bodily injury** to an **employee** of the insured on whose behalf contributions are made by or required to be made by the insured under the provisions of any Canadian provincial or territorial workers' compensation law.
2. **Bodily injury** or **property damage** arising out of a defective condition in, or improper maintenance of, any **automobile** owned by the insured while leased to others for a period of 30 days or more provided the lessee is obligated under contract to ensure that the **automobile** is insured.
3. The ownership, use or operation of machinery, apparatus or equipment mounted on or attached to any **automobile** while at the site of the use or operation of such equipment.
4. **Bodily injury** or **property damage** arising out of **loading or unloading** if such operations are precluded from coverage under the motor vehicle section of any provincial or territorial act or regulation.

#### g. **Damage to Property**

**Property damage** to:

- 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 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 under this coverage for the sum of all **compensatory damages** because of all **personal and advertising injury** sustained by any one person or organization.*

### 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 participation of the event covered 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 Payments because of **bodily injury** sustained by any one person.*

### Insuring Agreement

We will pay Medical Payments as described below for **bodily injury** caused by an accident because of your operations at the event covered by 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 as described Limits 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 **Duuo 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 event covered by 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 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 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.*

#### 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**.

## 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.

## Deductibles

- a. Our obligation under Coverage A and Coverage D to pay **compensatory damages** on your behalf applies only to the amount of **compensatory damages** in excess of any deductible amounts stated in the **Certificate of Insurance** and You're Covered Screen of the Duuo App as applicable to such coverages, and the limits of insurance applicable to each **occurrence** for Coverage A and any one premises for Coverage D will be reduced by the amount of such deductible.
- b. The deductible amount applies as follows:
  - i. Under Coverage A: To all **compensatory damages** because of **property damage** as the result of any one **occurrence**, regardless of the number of persons or organizations who sustain **compensatory damages** because of that **occurrence**.
  - ii. Under Coverage D, Tenants' Legal Liability, to all **compensatory damages** because of "property damage" as the result of any one **occurrence**, regardless of the number of persons or organizations who sustain **compensatory damages** because of that **occurrence**.
- c. The terms of this insurance, including those in respect to:
  - i. Our right and duty to defend any "action" seeking those **compensatory damages**; and
  - ii. Your duties in the event of an **occurrence**, claim or "action" apply irrespective of the application of the deductible amount.
- d. We may pay any part or all of the deductible amount to effect settlement of any claim or "action" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

## Policy 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 contract with the event host for renting their space for your booth or stall.

## 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** are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

## 12. Separation of Insured, Cross Liability

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "action" is brought.

## 13. Termination

- a. The first Named Insured shown in the **Certificate of Insurance** may terminate this policy through Duuo Dashboard at any time before the day insurance is not required.
- b. The policy period will end on the date termination takes effect.
- c. To the extent that the Civil Code of the Province of Quebec is applicable to this policy, the notice provisions in the General Conditions and Provisions as set out in the Civil Code apply.
- d. 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 web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

**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**.

**Executive Officer** means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

**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.

**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 material**.

**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.

## Business Property Coverage

*This section only applies if the coverage for Business Property is shown on the You're Covered Screen of the Duuo App. The Limit of Insurance for Business Property i.e. \$10,000 is the maximum we will pay during the policy period.*

### Insured Property

The policy coverage is extended to include the business property of the Insured, as per the limit shown on the You're Covered Screen of the Duuo App and as described in the **Certificate of Insurance**.

### Coverage Limitation

This coverage only applies to business property temporarily located at the subject event during the period of the policy caused by any external cause or peril not excluded under the What's Not Covered section.

### Deductible

The Insurer is liable for the amount by which the loss or damage caused by any of the perils insured against exceeds the amount of the Deductible stated in the **Certificate of Insurance** in any one occurrence, i.e. \$1,000.

### What's Not Covered

This Policy insures against all risks of direct physical loss or damage to the Insured Property from any external cause, except as herein excluded.

- a.** loss or damage caused by delay, loss of use, loss of market, wear and tear, gradual deterioration, inherent vice, latent defect or mechanical breakdown or derangement;
- b.** loss or damage caused by or resulting from corrosion, rust, rodents, insects, vermin, dampness of atmosphere, staining or freezing unless such damage is the result of other loss covered by this Form;
- c.** Theft or any mysterious disappearances or damage to Data, Jewellery, fine art, precious stones, antiques, furs, plants, shrubs, money and securities, automobiles, motorcycles and any other vehicles licensed for the road.

*Loss or damage caused by theft or pilferage of individual tools is only covered as a direct result of forcible entry (of which there shall be visible evidence) into the building, locker, tool chest or other locked container which shall have been securely locked.*

- d.** loss or damage to electrical apparatus (including wiring) caused by artificial electricity, including arcing, unless fire or explosion ensues and then only for loss or damage caused by such ensuing fire or explosion;

- e.** loss or damage occasioned by neglect of the Insured to use all reasonable means to save and preserve the property at and after any disaster insured against or when the Insured has notice of an impending disaster;
- f.** breakage of glass or similar fragile materials, marring or scratching unless such loss or damage to the insured property is caused directly by fire or the combating thereof, lightning, flood, earthquake, windstorm, hail, explosion, strike, riot or civil commotion, aircraft, vehicles other than transporting conveyances, rupture of pipes or breakage of apparatus, sprinkler leakage, vandalism, malicious acts, theft, attempted theft or accident to transporting conveyance;
- g.** loss or damage to “Equipment” or “Stock” occasioned by or happening through their undergoing any process involving the application of heat;
- h.** loss or damage to property illegally acquired, kept, stored or transported; property seized or confiscated for breach of any law or by order of any public authority;
- i.** loss or damage to automobiles, watercraft, amphibious or air cushion vehicles, aircraft, spacecraft, trailers, motors or other accessories attached to or mounted on such property.
- j.** loss or damage caused directly or indirectly by war whether declared or not and terrorism.

### **Breach of Conditions**

If the Insured does not comply with a condition of this insurance, any claim for subsequent loss or damage is not recoverable. The Insurer will not deny a claim for this reason if the Insured proves that the non-compliance neither caused nor worsened the loss or damage. Coverage will not be affected if the Insured fails to comply with a condition in part of the “Premises” over which the Insured has no control.

### **Important Limitations**

#### **Stall Installation and dismantling:**

The coverage period is extended to allow for Stall installation and dismantling at the site of the subject event or exhibition for up to 12 hours.

#### **Lock & Secure Warranty:**

Warranted by the Insured that any business property covered under this section is locked and secured when not attended by the insured or their agent unless CCTV or guarded surveillance is provided.

#### **Locked Vehicle Warranty:**

*This Clause applies to property which is not under the control of a common carrier.*

Warranted by the Insured that any vehicle in which the Insured Property is carried to or from the event is equipped with a fully enclosed metal body or compartment, and the Insurer shall be liable in case of loss by theft from an unattended vehicle only as a direct result of forcible

entry (of which there shall be visible evidence) into such body or compartment the doors of which are securely locked and the windows closed.

## Statutory Conditions for Property

(Applicable in all provinces and territories except Alberta, British Columbia & Quebec)

As we said, nobody loves reading through the details of an insurance policy. We're almost at the end! The Statutory Conditions for Property are required by law and are designed to let you know what conditions must be followed and met by you and us. Here goes:

### 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.

### Property of Others

Unless otherwise specifically stated in the contract, the insurer is not liable for loss or damage to property owned by any person other than the insured, unless the interest of the insured therein is stated in the contract.

### Change of Interest

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

### Material Change

Any change material to the risk and within the control and knowledge of the insured voids the contract as to the part affected thereby, unless the change is promptly notified in writing to the insurer or its local agent, and the insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the contract, or may notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within fifteen days of the receipt of the notice, pay to the insurer an additional premium, and in default of such payment the contract is no longer in force and the insurer shall return the unearned portion, if any, of the premium paid.

### Termination

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
  - b. by the insured at any time on request.
2. Where this contract is terminated by the insurer
  - a. the insurer shall refund the excess of premium actually paid by the insured over the pro rata premium for the expired time, but, in no event, shall the pro rata premium for the expired time be deemed to be less than any minimum retained premium specified; and

- b. the refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.
- 3. Where this contract is terminated by the insured, the insurer shall refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time, but in no event, shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.
- 4. The refund may be made by money, postal or express company money order or cheque payable at par.
- 5. The fifteen days mentioned in clause 1 a of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

### Requirements After Loss

- 1. Upon the occurrence of any loss of or damage to the insured property, the insured shall, if the loss or damage is covered by the contract, in addition to observing the requirements of the Statutory Conditions of Salvage, Entry, Control, Abandonment and Appraisal:
  - a. forthwith give notice thereof in writing to the insurer;
  - b. deliver as soon as practicable to the insurer a proof of loss verified by a statutory declaration:
    - i. giving a complete inventory of the destroyed and damaged property and showing in detail quantities, costs, actual cash value and particulars of 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 believed;
    - iii. stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured;
    - iv. showing the amount of other insurances and the names of other insurers;
    - v. showing the interest of the insured and of all others in the property with particulars of all liens, encumbrances and other charges upon the property;
    - vi. showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract;
    - vii. showing the place where the property insured was at the time of loss
  - c. if required, give a complete inventory of undamaged property and showing in detail quantities, cost, actual cash value.
  - d. if required and practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other contract.
- 2. The evidence furnished under clauses 1 c and d of this condition shall not be considered proofs of loss within the meaning of When Loss Payable and Replacement Statutory Conditions of Property.

## **Fraud**

Any fraud or wilfully false statement in a statutory declaration in relation to any of the above particulars, vitiates the claim of the person making the declaration.

## **Who May Give Notice and Proof**

Notice of loss may be given and proof of loss may be made by the agent of the insured named in the contract in case of absence or inability of the insured to give the notice or make the proof, and absence or inability being satisfactorily accounted for, or in the like case, or if the insured refuses to do so, by a person to whom any part of the insurance money is payable.

## **Salvage**

1. This insured, in the event of any loss or damage to any property insured under the contract, shall take all reasonable steps to prevent further damage to such property so damaged and to prevent damage to other property insured hereunder including, if necessary, its removal to prevent damages or further damage thereto.
2. The insurer shall contribute pro rata towards any reasonable and proper expenses in connection with steps taken by the insured and required under subparagraph 1 of this condition according to the respective interests of the parties.

## **Entry, Control, Abandonment**

After loss or damage to insured property, the insurer has an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and, after the insured has secured the property, a further right of access and entry sufficient to enable them to make appraisal or particular estimate of the loss or damage, but the insurer is not entitled to the control or possession of the insured property, and without the consent of the insurer there can be no abandonment to it of insured property.

## **Appraisal**

In the event of 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 before there can be any recovery under this contract whether the right to recover on the contract is disputed or not, and independently of all other questions 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.

## **When Is Loss Payable**

The loss is payable within sixty days after completion of the proof of loss, unless the contract provides for a shorter period.

## **Replacement**

1. The insurer, instead of making payment, may repair, rebuild, or replace the property damaged or lost, giving written notice of its intention so to do within thirty days after receipt of the proofs of loss.

2. In that event, the insurer shall commence to so repair, rebuild, or replace the property within forty-five days after receipt of the proofs of loss, and shall thereafter proceed with all due diligence to the completion thereof.

**Action** *(not applicable in Saskatchewan)*

Every action or proceeding against an Insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act.

**Notice**

Any 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. Written notice may be given to the insured named in the contract by letter personally delivered to the insured or by registered mail addressed to the insured at the insured's latest post office address as notified to the insurer. In this condition, the expression "registered" means registered in or outside of Canada.



# Statutory Conditions for Property

(Applicable only to Alberta and British Columbia)

These Statutory Conditions apply where the Insured is domiciled or where the insured property is located in Alberta or British Columbia and are applicable to all coverages unless otherwise indicated. If any condition below or in the policy, contains a variation, omission or an addition to the Statutory Condition established by the applicable provincial, then the interpretation most favourable to the Insured shall prevail.

## Misrepresentation

*(applicable to insurance against loss or damage to property only)*

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.

## 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.

## 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.

## 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 15 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 Termination of Insurance (2) (a) applies in respect of the unearned portion of the premium.

## Termination of Insurance

1. This contract may be terminated
  - a. by the Insurer giving to the Insured 15 days' notice of termination by registered mail or 5 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 15-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.

### **Requirements after Loss**

*(applicable to insurance against loss or damage to property only)*

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 of Salvage,
  - 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 of "When Is Loss Payable" and "Repair or Replacement".

**Fraud**

*(applicable to insurance against loss or damage to property only)*

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

**Who May Give Notice and Proof**

*(applicable to insurance against loss or damage to property only)*

Notice of loss under Statutory Condition “Requirement After Loss” (1) (a) may be given and the proof of loss under (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.

**Salvage**

*(applicable to insurance against loss or damage to property only)*

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.

**Entry, Control, Abandonment**

*(applicable to insurance against loss or damage to property only)*

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.

**In Case of Disagreement**

*(applicable to insurance against loss or damage to property only)*

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.

**When Is Loss Payable**

*(applicable to insurance against loss or damage to property only)*

Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory Condition “Requirements After Loss” and delivered to the Insurer.

**Repair or Replacement**

*(applicable to insurance against loss or damage to property only)*

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 30 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 45 days after receiving the proof of loss, and must proceed with all due diligence to complete the work within a reasonable time.

**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.

## General Conditions

(Applicable only to Quebec)

These General Conditions apply where the Insured is domiciled or where the insured property is located in Québec and are applicable to all coverages unless otherwise indicated. If any condition below or in the policy, contains a variation, omission or an addition to the General Condition established by the applicable provincial, then the interpretation most favourable to the Insured shall prevail.

This policy is subject to the Civil Code of the Province of Québec.

Reference to Civil Code articles in some instances is for easier reading only and should not be construed as exact quotations.

For all coverages except where inapplicable.

### 1. Statements

#### 1.1 Representation of risk (Article 2408)

The client, and the Insured if the Insurer requires it, is bound to represent all the facts known to him which are likely to materially influence an insurer in the setting of the premium, the appraisal of the risk or the decision to cover it, but he is not bound to represent facts known to the Insurer or which from their notoriety he is presumed to know, except in answer to inquiries.

The client means the person submitting an insurance application.

#### 1.2 Material change in risk (Articles 2466 and 2467)

The Insured shall promptly notify the Insurer of any change that increases the risks stipulated in the policy and that results from events within his control if it is likely to materially influence an insurer in setting the rate of the premium, appraising the risk or deciding to continue to insure it.

On being notified of any material change in the risk, the Insurer may cancel the contract or propose, in writing, a new rate of premium. Unless the new premium is accepted and paid by the Insured within thirty days of the proposal, the policy ceases to be in force.

#### 1.3 Misrepresentations or concealment (Articles 2410, 2411 and 2466)

Any misrepresentation or concealment of relevant facts mentioned in section 1.1. and in the first paragraph of section 1.2 by the client or the Insured nullifies the contract at the instance of the Insurer, even in respect of losses not connected with the risk so misrepresented or concealed.

Unless the bad faith of the client or of the Insured is established or unless it is established that the Insurer would not have covered the risk if he had known the true facts, the Insurer remains liable towards the Insured for such proportion of the indemnity as the premium he collected bears to the premium he should have collected.

#### 1.4 Warranties (Article 2412)

Any increase in risk resulting from a breach of warranty suspends the coverage until accepted by the Insurer or until such breach has been remedied by the Insured.

## 2. General Provisions

### 2.1 Insurable interest (Articles 2481 and 2484) (applicable only to property insurance)

A person has an insurable interest in a property where the loss or deterioration of the property may cause him direct and immediate damage. It is necessary that the insurable interest exist at the time of the loss but not necessary that the same interest have existed throughout the duration of the contract. The insurance of a property in which the Insured has no insurable interest is null.

### 2.2 Changes (Article 2405)

The terms of this policy shall not be waived or changed except by endorsement.

### 2.3 Assignment (Articles 2475 and 2476)

This policy may be assigned only with the consent of the Insurer and in favour of a person who has an insurable interest in the insured property.

Upon the death or bankruptcy of the Insured or the assignment of his interest in the insurance to a coinsured, the insurance continues in favour of the heir, trustee in bankruptcy or remaining Insured, subject to his performing the obligations that were incumbent upon the Insured.

### 2.4 Books and records

The Insurer and its authorized representatives shall have the right to examine the Insured's books and records related to the subject matter of this insurance at any time during the period of this policy and the three subsequent years.

### 2.5 Inspection

The Insurer and its authorized representatives shall have the right but are not obligated to make inspections of the risk, inform the Insured of the conditions found and recommend changes. Any inspections, surveys, findings or recommendations relate only to insurability and the premiums to be charged. They shall not constitute a warranty that the premises, property or operations are safe or healthful or comply with laws, codes or standards.

### 2.6 Currency

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

## 3. Losses

### 3.1 Notice of loss (Article 2470)

The Insured shall notify the Insurer of any loss which may give rise to an indemnity, as soon as he becomes aware of it. Any interested person may give such notice.

In the event that the requirements set out in the preceding paragraph is not fully complied with, all rights to compensation shall be forfeited by the Insured where such noncompliance has caused prejudice to the Insurer.

### 3.2 Information to be provided (Article 2471)

The Insured shall inform the Insurer as soon as possible of all the circumstances surrounding the loss, including its probable cause, the nature and extent of the damage, the location of the insured property, the rights of third parties, and any concurrent insurance; he shall also furnish him with vouchers and swear or warrant to the truth of the information.

Where, for a serious reason, the Insured is unable to fulfil such obligation, he is entitled to a reasonable time in which to do so. If the Insured fails to fulfil his obligation, any interested person may do so on his behalf.

In addition, the Insured shall forthwith send to the Insurer a copy of any notice, letter, subpoena or writ or document received in connection with a claim.

### **3.3 False representation (Article 2472)**

Any deceitful representation entails the loss of the right of the person making it to any indemnity in respect of the risk to which the representation relates.

However, if the occurrence of the event insured against entails the loss of both movable and immovable property or of both property for occupational use and personal property, forfeiture is incurred only with respect to the class of property to which the representation relates.

### **3.4 Intentional Fault (Article 2464)**

The Insurer is never liable to compensate for injury resulting from the Insured's intentional fault.

Where there is more than one Insured, the obligation of coverage remains in respect of those Insureds who have not committed an intentional fault.

Where the Insurer is liable for injury caused by a person for whose acts the Insured is liable, the obligation of coverage subsists regardless of the nature or gravity of that person's fault.

### **3.5 Inherent vice (Article 2465)**

The Insurer is never liable to compensate for the prejudice resulting from the breakdown, inherent vice or nature of the property.

### **3.6 Notice to police (applicable to property insurance only)**

The Insured must promptly give notice to the police of any loss caused by vandalism, theft or attempted theft or other criminal act.

### **3.7 Safeguarding and examination of property (Article 2495)**

(applicable to property insurance only)

At the expense of the Insurer, the Insured must take all reasonable steps to prevent further loss or damage to the insured property and any further loss or damage resulting directly or indirectly from the Insured's failure to take such action shall not be recoverable.

The Insured may not abandon the damaged property if there is no agreement to that effect. The Insured shall facilitate the salvage and inspection of the insured property by the Insurer.

He shall, in particular, permit the Insurer and his representatives to visit the premises and examine the insured property before repairing, removing or modifying the damaged property, unless so required to safeguard the property.

### **3.8 Admission of liability and cooperation**

The Insured shall cooperate with the Insurer in the processing of all claims.

(The following two paragraphs are applicable to liability insurance only: article 2504)

No transaction made without the consent of the Insurer may be set up against him.

The Insured shall not admit any liability nor settle or attempt to settle any claim, except at his own risk.

### **3.9 Right of action (Article 2502) (applicable to liability insurance only)**

The Insurer may set up against the injured third person any grounds he could have invoked against the Insured at the time of the loss, but not grounds pertaining to facts that occurred after the loss; the Insurer has a right of action against the Insured in respect of facts that occurred after the loss.

## **4. Compensation and Settlement**

### **4.1 Basis of settlement (Articles 2463, 2490, 2491, 2493)**

(applicable to property insurance only)

Unless otherwise provided, the Insurer shall not be liable for more than the actual cash value of the property at the time of loss as normally determined.

In unvalued policies, the amount of insurance does not make proof of the value of the insured property.

In valued policies, the agreed value makes complete proof, between the Insurer and the Insured, of the value of insured property.

If the amount of insurance is less than the value of the property the Insurer is released by paying the amount of the insurance in the event of total loss or a proportional indemnity in the event of partial loss.

### **4.2 Pair and set** (applicable to property insurance only)

In the case of loss of or damage to any article or articles, whether scheduled or unscheduled, which are part of a set, the measure of loss of or damage to such article or articles shall be a reasonable and fair proportion of the total value of the set, but in no event shall such loss or damage be construed to mean total loss of the set.

### **4.3 Parts** (applicable to property insurance only)

In the case of loss of or damage to any part of the insured property, whether scheduled or unscheduled, consisting, when complete for use, of several parts, the Insurer is not liable for more than the insured value of the part lost or damaged, including the cost of installation.

### **4.4 Replacement (Article 2494)** (applicable to property insurance only)

Subject to the rights of preferred and hypothecary creditors, the Insurer reserves the right to repair, rebuild or replace the **insured property**. He is then entitled to salvage and may take over the property.



#### **4.5 Time of payment (Articles 1591, 2469 and 2473)**

The Insurer shall pay the indemnity within sixty days after receiving the notice of loss or, at his request, all relevant information and vouchers, provided the Insured shall have complied with all the terms of the contract.

Any outstanding premium may be deducted from the indemnity payable.

#### **4.6 Property of others (applicable to property insurance only)**

Where a claim is made as a result of loss of or damage to property not owned by the Insured, the Insurer reserves the right to pay the indemnity to the Insured or to the owner of the property and to deal directly with such owner.

#### **4.7 Waiver**

Neither the Insurer nor the Insured shall be deemed to have waived any term or condition of the policy by any act relating to arbitration or to the completion or delivery of proof of loss, or to the investigation or adjustment of the claim.

#### **4.8 Limitation of actions (Article 2925)**

Every action or proceeding against the Insurer under this policy shall be commenced within three years from the date the right of action has arisen.

#### **4.9 Subrogation (Article 2474)**

Unless otherwise provided, the Insurer shall be subrogated to the extent of the amount paid or the liability assumed therefore under this policy to the rights of the Insured against persons responsible for the loss except when they are members of the Insured's household.

The Insurer may be fully or partly released from his obligation towards the Insured where, owing to any act of the Insured, he cannot be so subrogated.

### **5. Other Insurance**

#### **5.1 Property insurance (Article 2496)**

The Insured who, without fraud, is insured by several insurers, under several policies, for the same interest and against the same risk so that the total amount of indemnity that would result from the separate performance of such policies would exceed the loss incurred may be indemnified by the insurer or insurers of his choice, each being liable only for the amount he has contracted for.

No clause suspending all or part of the performance of the contract by reason of other insurance may be used against the Insured.

Unless otherwise agreed, the indemnity is apportioned among the insurers in proportion to the share of each in the total coverage, except in respect of specific insurance, which constitutes primary insurance.

#### **5.2 Liability insurance**

The liability insurance provided under this policy is primary insurance except when stated to apply in excess of, or contingent upon the absence of other insurance. When this insurance is primary and the Insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Insurer's liability under this policy shall not

be reduced by the existence of such other insurance. When both this insurance and other insurance apply to the loss on the same basis whether primary, excess or contingent, the Insurer shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

- Contribution by equal share:
  - If all of such other collectible insurance provides for contribution by equal shares, this Insurer shall not be liable for a greater proportion of such loss than would be payable if each insurer contributed an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.
- Contribution by limits:
  - If any such other insurance does not provide for contribution by equal shares, this Insurer shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

## **6. Cancellation (Articles 2477 and 2479)**

This policy may be cancelled at any time:

- a) By mere written notice from each of Named Insureds. Termination takes effect upon receipt of the notice and the Insured shall therefore be entitled to a refund of the excess of the premium actually paid over the short-term rate for the expired time.
- b) By the Insurer giving written notice to each Named Insured. Termination takes effect fifteen days following receipt of such notice by the Insured at his last known address and the Insurer shall refund the excess of premium actually paid over the pro rata premium for the expired time. If the premium is subject to adjustment or determination as to amount, the refund shall be made as soon as practicable.

Where one or more of the Named Insureds have been mandated to receive or send the notices provided for under paragraph a) or b) above, notices sent or received by them shall be deemed to have been sent or received by all Named Insureds.

In this Condition, the words “premium actually paid” mean the premium actually paid by the Insured to the Insurer or its representative but do not include any premium or part thereof paid to the Insurer by a representative unless actually paid to the representative by the Insured.

## **7. Notice**

Any notice to the Insurer may be sent by any recognized means of communication to the Insurer or its authorized representative. Notice may be given to the Named Insured by letter personally delivered to him or by mail addressed to him at his last known address.

It is incumbent upon the sender to prove that such notice was received.