

# Commercial General Liability Insurance for Small Businesses

Underwritten by Co-operators General Insurance Company



## Important note about your insurance

*This insurance policy is designed to suit episodic needs of small businesses with revenue and regional limitations. This policy contains provisions that restrict or otherwise impact your insurance coverage limits as well as any subsequent policies you obtain with Duvo.*

## Disclaimer

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

## Welcome to Duuo

Duuo was created by The Co-operators to make insurance easy, flexible, and online. That's why our Small Business Insurance subscription has been designed for entrepreneurs who have uncertainty about or variation in revenues from month to month. Duuo offers simple, affordable, and flexible liability protection so you do you.

## About This Policy

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

## The Duuo App

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

## Making a Claim

That's what insurance is for. Login to [duuo.ca](http://duuo.ca) to start the claims process. You are in good hands.

## Summary of Coverage

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

### You're Covered For

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

1. You injure others or damage their property
2. Your completed work results in an injury to others or damage to their property
3. You negligently detain someone or harm their reputation
4. Medical Payments for injuries you are accused of causing
5. You damage others' premises rented to you 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

This insurance or optional add-ons are not designed to cover activities, liabilities or losses such as

1. Liabilities arising out of activities not selected during the application process
2. Your liability towards your own workers, employees and partners
3. Any Automobiles, Watercraft or Aircraft related liability, whether owned or not
4. Business Income or Loss of Profits
5. Equipment Breakdown (Boiler or Pressure Vessels)

### Coverage Territory & Jurisdiction

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

### Application of Limits

This policy has been designed for subscription format and it is important to know how the limits apply.

**Coverage A and B**

Due to subscription nature of this policy, the per occurrence and the annual aggregate limits are the same. Coverage A and Coverage B have shared limits and it is the maximum this policy will pay for a single claim or all the claims in total during the twelve-month period following the start of the subscription. This is the aggregate policy limit.

**Coverage C** payments become part of the aggregate policy limit.

Claims paid under Coverage C will be limited to \$10,000 per person however, there will be no coverage once the aggregate policy limit is exhausted.

**Coverage D** payments also become part of the aggregate policy limit and are limited to \$500,000 in total.

**Coverage for Products-Completed Operations**

Payments under this coverage also become part of the aggregate policy limit and limited to \$1,000,000 for all related claims under the policy.

**Business Contents, Business Tools & Equipment and Customer Goods for Installation Coverage**

Payments under all property sections of Business Contents, Business Tools & Equipment and Customer Goods for installation are limited to the applicable limits and not subject to reinstatement. The applicable limits are the most we will pay in total for all the claims during the twelve-month period following the start of the subscription.

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

## Our Agreement

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

Duuo™ Small Business Insurance is part of a suite of on-demand insurance products offered and underwritten by The Co-operators Group of Companies.

Throughout this Policy the words “you” and “your” refer to the Named Insured and any other person or organization qualifying as a Named Insured under Paragraph 3. of Section II - Who is an Insured.

The words “we”, “us” and “our” refer to Co-operators General Insurance Company providing this insurance. The word “insured” means any person or organization qualifying as such under Section II - Who is an Insured.

Other words and phrases that appear in bold have special meaning. Refer to Section V - Definitions.

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

“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 business activities take place and the federal laws of Canada.

### Anti-Stacking Clause

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

### Continuous or Progressive Injury

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

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

### **Subscription & Coverage Period**

This insurance is designed to be a subscription and automatically renews every month. It covers you for the period specified in the “You’re Covered Screen” of the Duvo App. The coverage for your completed work is also for the duration of the policy.

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

### **Minimum Retained Premium**

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

## Section I - Coverages

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

### Coverage A

#### Bodily Injury and Property Damage Liability

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

#### 1. Insuring Agreement

- a. We will pay those sums that the Insured becomes legally obligated to pay as **Compensatory damages** because of **Bodily Injury** or **Property damage** to which this insurance applies. We will have the right and duty to defend the insured against any **Action** seeking those **Compensatory damages**. However, we will have no duty to defend the insured against any **Action** seeking **Compensatory damages** for **Bodily Injury** or **Property damage** to which this insurance does not apply. We may, at our sole discretion, investigate any **Occurrence** and settle any claim or **Action** that may result. But:
  - i. The amount we will pay for **Compensatory damages** is limited as described in **Section III - Limits of Insurance**; and
  - ii. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments – Coverages A, B and D**.

- b. This insurance applies to **Bodily Injury** and **Property damage** only if
  - i. The **Bodily Injury** or **Property damage** is caused by an **Occurrence** that takes place in the **Coverage territory**; and
  - ii. The **Bodily Injury** or **Property damage** occurs during the policy period; and
  - iii. Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who is an Insured and no **Employee** authorized by you to give or receive notice of an **Occurrence** or claim, knew that the **Bodily Injury** or **Property damage** had occurred, in whole or in part. If such a listed insured or authorized **Employee** knew, prior to the policy period, that the **Bodily Injury** or **Property damage** occurred, then any continuation, change or resumption of such **Bodily Injury** or **Property damage** during or after the

- iv. policy period will be deemed to have been known prior to the policy period.
- c. **Bodily Injury** or **Property damage** which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1 of Section II - Who Is An Insured or any **Employee** authorized by you to give or receive notice of an **Occurrence** or claim, includes any continuation, change or resumption of that **Bodily Injury** or **Property damage** after the end of the policy period.
- d. **Bodily Injury** or **Property damage** will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. Section II - Who is an Insured or any **Employee** authorized by you to give or receive notice of an **Occurrence** or claim:
  - i. Reports all, or any part, of the **Bodily Injury** or **Property damage** to us or any other insurer;
  - ii. Receives a written or verbal demand or claim for **Compensatory damages** because of the **Bodily Injury** or **Property damage**; or
  - iii. Becomes aware by any other means that **Bodily Injury** or **Property damage** has occurred or has begun to occur.
- e. **Compensatory damages** because of **Bodily Injury** include **Compensatory damages** claimed by any person or organization for care, loss of services or death resulting at any time from the **Bodily Injury**.

## 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 the insured's business.
- ii. The spouse, child, parent, brother or sister of that **Employee** as a consequence of Paragraph 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, Airport & Watercraft**

**Bodily Injury** or **Property damage** arising out of the ownership, maintenance, use or entrustment to others by or on behalf of any insured of:

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

For the purpose of this exclusion, use includes operation and **Loading or unloading**.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the **Occurrence** which caused the **Bodily Injury** or **Property damage** involved the ownership, maintenance, use or entrustment to others of any aircraft that is owned or operated by or rented or loaned to any insured.

**f. Automobile**

**Bodily Injury** or **Property damage** arising directly or indirectly, in whole or in part, out of the ownership, maintenance, use or entrustment to others of:

- i. Any **Automobile** owned or operated by or on behalf of or rented or loaned to any insured.
- ii. Any motorized snow vehicle or its trailers, and
- iii. Any vehicle while being used in any speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity.

For the purpose of this exclusion, use includes operation and **landing and/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 **Automobile** that is owned or operated by or rented or loaned to any insured.

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

**g. Damage to Property**

**Property damage** to:

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

Paragraph ii. of this exclusion does not apply if the premises are **Your work** and were never occupied, rented or held for rental by you.

Paragraphs iii., iv., v., and vi. of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph vi. of this exclusion does not apply to **Property damage** included in the **Products-completed operations liability**.

**h. Damage to your Product**

**Property damage** to **Your product** arising out of **Your product** or any part of it.

Only in respect to your operations related to the business of selling, repairing, servicing, parking or storing automobiles, this exclusion is amended to read as follows:

**Property damage to Your product** arising out of **Your product** or any part of it if caused by a defect existing at the time it was sold or transferred to another.

**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 liability**.

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**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by the Named Insured or others arising out of that which is described in Paragraph i. or ii. 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** or **Property damage**.

- 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**.
- q. Employment Practices**  
**Bodily 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 **Bodily 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:

1. Whether the injury-causing event described in Paragraphs 1., 2. or 3. above occurs before employment, during employment or after employment of that person;
2. Whether the insured may be liable as an employer or in any other capacity; and

- 
- 
3. To any obligation to share **compensatory damage** with or repay someone else who must pay **Compensatory damages** because of the **Bodily Injury**.

**Other exclusions applicable are explained under the section Common Exclusions.**

## Coverage A

### Enhancement

#### Products-Completed Operations Liability

Coverage A is extended to include **Bodily Injury** and **Property damage** arising out of the **Products-completed operations liability** when it arises out of **Your work** which has been performed and completed during the policy period.

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

### What is Covered

**Bodily injury** and **Property damage** occurring away from premises you own or rent and arising out of **your product** or **your work** *except*:

1. Products that are still in your physical possession; or
2. Work that has not yet been completed or abandoned. However, **Your work** will be **deemed completed** at the earliest of all the following times:
  - a. When all of the work called for in your contract has been completed.
  - b. When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
  - c. When that part of work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.  
*Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, **will be treated as completed**.*

## What is Not Covered

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

**This coverage also does not include Bodily Injury or Property damage arising out of:**

1. The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the **Loading or unloading** of that vehicle by any insured; or
2. The existence of tools, uninstalled equipment or abandoned or unused materials.

*This coverage will only be available under the policy in which you completed the activity. If the activity was abandoned or not otherwise completed, this coverage does not apply.*

## Coverage B

### Personal and Advertising Injury Liability

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

#### 1. Insuring Agreement

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

#### 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 the item a, b and c under the Definition of 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 interactive website, chatroom, interactive forum 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:

1. Whether the injury-causing event described in Paragraphs 1., 2. or 3. above occurs before employment, during employment or after employment of that person;
2. Whether the insured may be liable as an employer or in any other capacity; and
3. To any obligation to share **Compensatory damages** with or repay someone else who must pay **Compensatory damages** because of the **Personal and advertising injury**.

**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**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by the Named Insured or others arising out of that which is described in Paragraph i. or ii. above.

This exclusion applies even if 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 **Personal and advertising injury** involved the:

- I. Access or disclosure of a person's or organizations **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**.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the **Personal and advertising injury**.

**Other exclusions applicable are explained under the section Common Exclusions.**

## Coverage C

### Medical Payments

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

#### 1. Insuring Agreement

- a. We will pay reasonable medical expenses for **Bodily Injury** caused by an accident:
  - i. On premises you own or rent;
  - ii. On ways next to premises you own or rent; or
  - iii. Because of your operations;
 

provided that:

    1. The accident takes place in the **Coverage territory** and during the policy period;
    2. The expenses are incurred and reported to us within one year of the date of the accident; and
    3. The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance as described in **Section III - Limits of Insurance**.

## 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**.*

#### 1. Insuring Agreement

- a.** We will pay those sums that the insured becomes legally obligated to pay as **Compensatory damages** because of **Property damage** to which this insurance applies. This insurance applies only to **Property damage** to premises of others rented to you or occupied by you. We will have the right and duty to defend the insured against any **Action** seeking those **Compensatory damages**. However, we will have no duty to defend the insured against any **Action** seeking **Compensatory damages** for **Property damage** to which this insurance does not apply. We may, at our sole discretion, investigate any **Occurrence** and settle any claim or **Action** that may result.

But:

- i.** The amount we will pay for **Compensatory damages** is limited as described in Section III - Limits of Insurance; and
- ii.** Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.
- No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under

### Supplementary Payments - **Coverages A, B and D.**

- b.** This insurance applies to **Property damage** only if:
  - i.** The **Property damage** is caused by an **Occurrence** that takes place in the **Coverage territory**;
  - ii.** The **Property damage** occurs during the policy period; and
  - iii.** Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who is an Insured and no **Employee** authorized by you to give or receive notice of an **Occurrence** or claim, knew that the **Property damage** had occurred, in whole or in part. If such a listed insured or authorized **Employee** knew, prior to the policy period, that the **Property damage** occurred, then any continuation, change or resumption of such **Property damage** during or after the policy period will be deemed to have been known prior to the policy period.
- c.** **Property damage** which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II - Who is an Insured or any **Employee** authorized by you to give or receive notice of an **Occurrence** or claim, includes any continuation, change or resumption of that **Property damage** after the end of the policy period.
- d.** **Property damage** will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who is an Insured or any **Employee** authorized by you to give or receive notice of an **Occurrence** or claim:
  - i.** Reports all, or any part, of the **Property damage** to us or any other insurer;
  - ii.** Receives a written or verbal demand or claim for **Compensatory damages** because of the **Property damage**; or
  - iii.** Becomes aware by any other means that **Property damage** has occurred or has begun to occur.

## 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. 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 **Property damage** occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an **Insured**

**contract**, reasonable legal fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be **Compensatory damages** because of **Property damage** provided:

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.

**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 expenses 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. Information Laws, Including Unauthorized or Unsolicited Communications** **Bodily Injury, Property damage** or **Personal and advertising injury** imposed by or arising from any action or omission that violates any international or regional regulatory or statutory law in any jurisdiction that addresses, limits or prohibits the collecting, communicating, disposal, dissemination, distribution, monitoring, printing, publication, recording, sending or transmitting of content, information or material.

**4. 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**.

**5. 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**:

- i. 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. However, this subparagraph does not apply to:
  - 1. **Bodily Injury** if sustained within a building and caused by smoke, fumes, vapour or soot from equipment used to heat, cool or dehumidify the

building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

2. **Bodily Injury** or **Property damage** for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
  3. **Bodily Injury** or **Property damage** arising out of heat, smoke or fumes from a **hostile fire**;
  - ii. At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - iii. Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
    1. Any insured; or
    2. Any person or organization for whom you may be legally responsible; or
  - iv. At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the **Pollutants** are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
    1. **Bodily Injury** or **Property damage** arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts, if such fuels, lubricants or other operating fluids escape from a permanent and integral mobile equipment part designed to hold, store or receive them. This exception does not apply if the **Bodily Injury** or **Property damage** arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
    2. **Bodily Injury** or **Property damage** sustained within a building and caused by the release of gases, fumes or vapours from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
    3. **Bodily Injury** or **Property damage** arising out of heat, smoke or fumes from a **hostile fire**.
6. **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**.

## 7. 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**.

## 8. Sexually Transmitted Disease

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

# Supplementary Payments

This section applies only to Coverages A, B, and D.

1. We will pay, with respect to any claim we investigate or settle, or any **Action** against an insured we defend:
  - a. All expenses we incur.
  - b. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - c. All reasonable expenses you incur at our request to assist us in the investigation or defense of the claim or **Action**, including actual loss of earnings up to \$500 a day because of time off from work.
  - d. All costs assessed or awarded against you in the **Action**.
  - e. Any interest accruing after entry of judgment upon that part of the judgment which is within the applicable limit of insurance and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.  
These payments will not reduce the limits of insurance.
2. If we defend an insured against an **Action** and an indemnitee of the insured is also named as a party to the **Action**, we will defend that indemnitee if all of the following conditions are met:
  - a. The **Action** against the indemnitee seeks **Compensatory damages** for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an **Insured contract**;
  - b. This insurance applies to such liability assumed by the insured;
  - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same **Insured contract**;
  - d. The allegations in the **Action** and the information we know about the **Occurrence** are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
  - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such **Action** and agree that we can assign the same counsel to defend the insured and the indemnitee; and
  - f. The indemnitee:



- i. Agrees in writing to:
  1. Cooperate with us in the investigation, settlement or defense of the **Action**;
  2. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the **Action**;
  3. Notify any other insurer whose coverage is available to the indemnitee; and
  4. Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
- ii. Provides us with written authorization to:
  1. Obtain records and other information related to the **Action**; and
  2. Conduct and control the defense of the indemnitee in such **Action**.

So long as the above conditions are met, legal fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of What's Not Covered under Coverage A - Bodily Injury and Property Damage Liability, such payments will not be deemed to be **Compensatory damages** for **Bodily Injury** and **Property damage** and will not reduce the limits of insurance.

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

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

## Section II - Who is an Insured

1. If you are designated in the **You're Covered Screen** of the **Duuo App** as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership, limited liability partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, limited liability partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as

- your officers or directors. Your shareholders are also insureds, but only with respect to their liability as shareholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
- a. Your **volunteer workers** only while performing duties related to the conduct of your business, or your **employees**, other than either your **executive officers** (if you are an organization other than a partnership, limited liability partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these “employees” are insureds for:
    - i. **Bodily Injury or Personal and advertising injury:**
      - 1. To you, to your partners or members (if you are a partnership, limited liability partnership or joint venture), to your members (if you are a limited liability company) or to a co-**Employee** while in the course of his or her employment or performing duties related to the conduct of your business;
      - 2. To the spouse, child, parent, brother or sister of that co-**Employee** as a consequence of Paragraph i.1. above;
      - 3. For which there is any obligation to share **Compensatory damages** with or repay someone else who must pay **Compensatory damages** because of the injury described in Paragraphs i.1. or 2. above;
      - 4. Arising out of his or her providing or failing to provide professional health care services; or
      - 5. To any person who at the time of injury is entitled to benefits under any workers’ compensation or disability benefits law or similar law.
    - ii. **Property damage** to property that is:
      - 1. Owned, occupied or used by,
      - 2. Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your **employees**, any partner or member (if you are a partnership, limited liability partnership or joint venture), or any member (if you are a limited liability company).
  - b. Any person (other than your **Employee** or **Volunteer worker**), or any organization while acting as your real estate manager.
  - c. Any person or organization having proper temporary custody of your property if you die, but only:
    - i. With respect to liability arising out of the maintenance or use of that property; and
    - ii. Until your legal representative has been appointed.
  - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.
3. Any organization you newly acquire or form, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - b. Coverages A and D does not apply to **Bodily Injury** or **Property damage** that occurred before you acquired or formed the organization; and
  - c. Coverage B does not apply to **Personal and advertising injury** arising out of an offense committed before you acquired or formed the organization.
4. Each person, firm, or organization for which you have contracted to provide insurance, but only with respect to tort liability that arises out of your operations, and only to the extent required by such **Insured contract**. No person or organization is an insured with respect to the conduct of any current or past partnership, limited liability partnership, joint venture or limited liability company that is not added as a Named Insured by endorsement hereon.

## Section III – Limits of Insurance

1. The Limits of Insurance shown in the “You’re Covered Screen” of the “Duuo App” and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or **actions** brought; or
  - c. Persons or organizations making claims or bringing **actions**.
2. The Products-Completed Operations Limit is the most we will pay under Coverage A for **Compensatory damages** because of **Bodily Injury** and **Property damage** included in the **Products-completed operations liability**. The limit shown is also the aggregate limit for this coverage.
3. Subject to 2. above, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. **Compensatory damages** under Coverage A; and
  - b. Medical expenses under Coverage C because of all **bodily injury** and **Property damage** arising out of any one **Occurrence**.
4. The Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all **Compensatory damages** because of all **personal and advertising injury** sustained by any one person or organization.
5. The Tenants’ Legal Liability Limit is the most we will pay under Coverage D for **Compensatory damages** because of **Property damage** to any one premises as a result of any one **Occurrence**.
6. Subject to 3. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of **bodily injury** sustained by any one person.  
The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy subscription period shown in the You’re Covered Screen of the Duuo App
7. Deductible

- 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 if stated in the “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. The **Products-Completed Operations Liability** Aggregate Limit under Coverage A shall not be reduced by the application of such deductible amounts.
- b. Should anyone **Occurrence** give rise to the application of more than one deductible amount, only the highest deductible will be applied.

## Section IV - 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 on the “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.
  - iii. 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. Economic or Trade Sanctions**  
This insurance does not apply to the extent that economic or trade sanctions or embargoes imposed or authorized by Canadian law or regulation prohibit the Insurer from providing insurance.
- 6. 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.
- 7. 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.
- 8. 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.

## 9. 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:

- a. 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 liability** 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 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.

**d. Primary and Non-Contributory**

If, in a written contract with an additional insured added under Section II - Who is an Insured clause 4, you have agreed that this insurance is primary and non-contributory, then this insurance is primary to other insurance available to that additional insured which covers that person or organization as a named insured and we will not seek contribution from that other insurance.

**e. Other Insurance provided by Us**

In the event that other valid and collectible insurance is provided by us to the Insured then our liability hereunder shall be reduced by the amount payable under such other policy. This does not change the conditions set by Anti-Stacking Clause that governs the application of limits and coverage under this policy.

**10. Premium Audit**

- a.** We will compute all premiums for this policy in accordance with our rules and rates.
- b.** The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request. This may include your gig work contract including relevant correspondence and payments.

**11. Premiums**

The first Named Insured shown in the “You’re Covered Screen” of the “Duo App”:

- a.** Is responsible for the payment of all premiums; and
- b.** Will be the payee for any return premiums we pay.

**12. Representations**

By accepting this policy, you agree:

- a.** The statements in the You’re Covered Screen of the Duo App 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.

**13. 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.

#### 14. Termination

- a. The first Named Insured shown in the “You’re Covered Screen” of the “Duuo App” may terminate this policy the Dashboard in the “Duuo App”.
  - i. Cancellation is made before the effective date for full refund. No coverage is applicable
  - ii. Cancellation of the policy on or after the effective date will be made subject to Minimum Retained Premium clause of this policy. Full premium paid for the first month of subscription will be retained and not refunded.
  - iii. If a policy is cancelled any time after the first month of coverage, it will result in the policy not being renewed for the next subscription period. Policy coverage will be maintained for the balance of the month and there will be no refunds.
- b. If this policy is terminated or non-renewed by Duuo, we will send the first Named Insured any prorated monthly premium refund. The termination will be effective even if we have not made or offered a refund.
- c. If this policy is terminated by Duuo due to a misrepresentation or fraud, the termination will take place immediately.

#### 15. 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.

#### 16. Transfer of your Rights and Duties Under this Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

## Section V - Definitions

The definitions are applicable to all sections of this policy.

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

**Action** means a civil proceeding in which **Compensatory damages** because of **Bodily Injury, Property damage** or "personal and advertising injury" to which this insurance applies are alleged. **action** includes:



- a. An arbitration proceeding in which such **Compensatory damages** are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such **Compensatory damages** are claimed and to which the insured submits with our consent.

**Advertisement** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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

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

**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.

**Hostile fire** means a fire which becomes uncontrollable or breaks out from where it was intended to be.

**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 liability:**

- 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 Contents Insurance

Words and phrases in bold marks have special meaning as defined in the Definitions section of this Form or in the Insuring Agreements and Common Definitions, Exclusions and Conditions Form.

### 1. Insured Property

- a. This policy insures **Contents** and **Equipment** for which a Limit of Insurance is specified in the “You’re Covered Screen” of the “Duuo App” and only while at the **Premises**:  
 Property In Transit: **Contents** in the course of transit until delivered.  
 Sales Representative: **Contents**, whether in transit or otherwise, while in the custody of a sales representative of the Insured.

### 2. Deductible

The Insurer is liable for the amount by which the loss or damage caused by an Insured Peril exceeds the amount of the deductible specified in the “You’re Covered Screen” of the “Duuo App” in any one occurrence.

### 3. Insured Perils

This Form, except as herein excluded, insures against all risks of direct physical loss of or damage to the Insured Property.

### 4. Excluded Property

This Form does not insure loss of or damage to:

- a. Sewers, drains or watermains located beyond the **Premises**, outside communication towers, antennae (including satellite receivers) and attached equipment, street clocks, or exterior signs. This exclusion does not apply to loss or damage caused directly by **Named Perils**;
- b. Property at locations which, to the knowledge of the Insured, are vacant, unoccupied or shut down for more than 30 consecutive days;
- c. Electrical devices, appliances or wiring caused by artificially generated electrical currents, including arcing. This exclusion does not apply to loss or damage caused directly by resultant fire or explosion, as described in Clause 15. e. Named Perils;
- d. Growing plants, trees, shrubs or flowers, all while outside the **Building**, except as provided in Clause 8. c.;
- e. Money, **Cash Cards**, bullion, platinum and other precious metals and alloys, securities, stamps, tickets (except lottery tickets) and tokens, or evidence of debt or title, but this exclusion does not apply to the first \$1,000 of any loss insured herein at the location specified in the “You’re Covered Screen” of the “Duuo App”;
- f. **Automobiles**, watercraft, amphibious or air cushion vehicles, aircraft, spacecraft, trailers, motors or other accessories attached to or mounted on such property.
- g. Furs, fur garments, jewels, jewellery, costume jewellery, watches, pearls, precious and semi-precious stones. This exclusion does not apply to:



- i. The first \$2,500 of any loss otherwise insured; or
  - ii. Loss or damage caused directly by **Named Perils**.
- h. Property insured under the terms of any Marine Insurance, and property while waterborne,
- i. Property from the time of leaving the **Premises**,
- j. Property illegally acquired, kept, stored or transported; property seized or confiscated for breach of any law or by order of any public authority;
- k.
  - i. Any pressure vessel having normal internal working pressure greater than 103 kilopascals (15 pounds per square inch) above atmospheric pressure;
  - ii. Any boiler, including its connected piping and equipment, which contains steam or water under steam pressure (except tanks having an internal diameter of 610 millimetres (24 inches) or less used for the storage of hot water for domestic use);

caused directly or indirectly by explosion, rupture, bursting, cracking, burning out or bulging of such property while connected ready for use.

This exclusion k. does not apply to:

1. Manually portable gas cylinders;
  2. Explosion of natural, coal or manufactured gas;
  3. Explosion of gas or unconsumed fuel within a furnace or within the gas passages from the furnace to the atmosphere.
- l. Roadways, walkways, parking lots or other exterior paved surfaces.
  - m. **Equipment** while actually being worked upon and directly resulting from such work or caused by any repairing, adjusting or servicing of **Equipment**;
    - i. This exclusion does not apply to loss or damage caused directly by resultant fire or explosion described in Clause 15. e. **Named Perils**.
  - n. Exterior glass or vitrolite and its lettering or ornamentation, except as provided in Clause 8. b. This exclusion does not apply to loss or damage caused directly by **Named Perils**.

## 5. Excluded Perils

This Form does not insure against loss or damage caused directly or indirectly:

- a. In whole or in part by earthquake. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, except for loss or damage caused directly by resultant fire, explosion, smoke or leakage from **Fire Protective Equipment**, all as described in Clause 15. e **Named Perils**.
- b. In whole or in part by flood, including **Surface Water**, waves, tides, tidal waves, tsunamis, or the breaking out or overflow of any natural or artificial body of water. This exclusion applies whether or not

there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, except for loss or damage caused directly by resultant fire, explosion, smoke, leakage from **Fire Protective Equipment**, all as described in Clause 15.e **Named Perils**. This exclusion does not apply to damage caused directly by leakage from a watermain;

- c.
  - i. By seepage, leakage or influx of water derived from natural sources through basement walls, doors, windows or other openings, foundations, basement floors, sidewalks or sidewalk lights, unless concurrently and directly caused by a peril not otherwise excluded in this policy;
  - ii. By the backing up or overflow of water from sewers, sumps, septic tanks or drains, wherever located, unless concurrently and directly caused by a peril not otherwise excluded in this policy;
  - iii. By the entrance of rain, sleet or snow through doors, windows, skylights or other similar wall or roof openings, unless through an aperture concurrently and directly caused by a peril not otherwise excluded in this form;
- d. By centrifugal force, mechanical or electrical breakdown or derangement, in or on the **Premises**. This exclusion does not apply to loss or damage caused directly by resultant fire;
- e.
  - i. By dampness or dryness of atmosphere;
  - ii. By changes in or extremes of temperature, freezing or heating;
  - iii. By total or partial interruption to the supply of electricity, water, gas or steam. This exclusion e. does not apply to: damage caused directly by rupture of pipes or breakage of apparatus not excluded in paragraph l. of Clause 5:
    - 1. Damage to pipes caused directly by freezing, unless such pipes are excluded in paragraph l. of Clause 5.;
    - 2. Loss of or damage to **Building** or **Equipment** caused directly by **Named Perils**, theft or attempted theft;
    - 3. Loss or damage caused directly by an accident to a transporting conveyance.
- f.
  - i. By shrinkage, evaporation, loss of weight, leakage of contents, exposure to light, or change in colour or texture or finish;
  - ii. By contamination;
  - iii. By marring, scratching or crushing.  
This exclusion f. does not apply to loss or damage caused directly by:
    - 1. **Named Perils**;
    - 2. rupture of pipes or breakage of apparatus not excluded in paragraph l. of Clause 5.;
    - 3. Theft or attempted theft;
    - 4. An accident to a transporting conveyance.

- g.** By smoke from agricultural smudging or industrial operations;
- h.** By rodents, insects or vermin, including bats, raccoons and skunks. This exclusion does not apply to loss or damage caused directly by a peril not otherwise excluded in this Policy;
- i.** By delay, loss of market, or loss of use or occupancy;
- j.**

  - i.** By any dishonest or criminal act committed by the Insured, any other party of interest, agents of the Insured, or any person to whom the property may be entrusted (except bailees for hire); acting alone or in collusion with others; but this exclusion does not apply to physical damage, caused directly by employees of the Insured, which results from a peril otherwise insured and not otherwise excluded under this Form.
  - ii.** By theft or attempted theft by employees of the Insured acting alone or in collusion with others. For the purpose of this exclusion:

    - 1.** Criminal act includes but is not limited to:

      - a.** Any act that would be considered an offence under the Criminal Code of Canada;
      - b.** Any act that would be considered an offence under any federal or provincial legislation whether or not such an offence is punishable by incarceration. It is not necessary that an act result in a charge and/or conviction for the act to be a criminal act.
    - 2.** Agent includes a property manager of the Insured, as well as any other person who would qualify as an agent of the Insured in law;
- k.** By snow slide, landslide, subsidence or other earth movement. This exclusion does not apply to property in transit, or to loss or damage caused directly by fire, explosion, smoke or leakage from **Fire Protective Equipment**, all as described in Clause 15. e. **Named Perils**;
- l.** By explosion (except explosion of natural, coal, or manufactured gas), collapse, rupture, bursting, cracking, burning out or bulging of the following property owned, operated or controlled by the Insured:

  - i.** The portions containing steam or water under steam pressure of all boilers generating steam, and piping or other equipment connected to said boilers and containing steam or water under steam pressure;
  - ii.** Piping and apparatus or their parts normally containing steam or water under steam pressure from an external source and while under such pressure;
  - iii.** Other vessels and apparatus and their connected pipes while under pressure, or while in use or in operation, provided their maximum normal internal working pressure exceeds 103 kilopascals (15 pounds per square inch) above atmospheric pressure, but this exclusion does not apply to loss or damage

resulting directly from the explosion of manually portable gas cylinders or of tanks having an internal diameter of 610 millimetres (24 inches) or less used for the heating and storage of hot water for domestic use;

- iv. Moving or rotating machinery or its parts;
- v. Any vessels and apparatus and their connected pipes while undergoing pressure tests, but this exclusion does not apply to other insured property hereunder that has been damaged by such explosion;
- vi. Gas turbines.  
This exclusion l. does not apply to loss or damage caused by resultant fire.

- m. By settling, expansion, contraction, moving, shifting or cracking. This exclusion does not apply to loss or damage caused directly and concurrently by a peril not otherwise excluded in this form.

## 6. Other Excluded Losses

This Form does not insure:

- a.
  - i. Wear and tear;
  - ii. Rust or corrosion;
  - iii. Gradual deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself.  
This exclusion a. does not apply to loss or damage caused directly by a resultant peril not otherwise excluded in this Form.
- b. The cost of making good:
  - i. Faulty or improper material;
  - ii. Faulty or improper workmanship;
  - iii. Faulty or improper design.  
This exclusion b. does not apply to loss or damage caused directly by a resultant peril not otherwise excluded in this Policy.
- c. Mysterious disappearance or shortage of **Equipment** disclosed on taking inventory.

## 7. Extensions of Coverage

The following extensions of coverage shall not increase the Limit(s) of Insurance applying under this Form except where indicated and are subject to all the conditions of this Policy.

- a. Personal Property of Officers and Employees: At the option of the Insured, **Equipment** also includes personal property of officers and employees of the Insured. The insurance on such property:
  - i. Shall not attach if it is insured by the owner, unless the Insured is obliged to insure it or is liable for its loss or damage;
  - ii. Is, in any event, limited to a maximum recovery of \$2,500 in respect of any one officer or employee;
  - iii. Shall apply only to loss or damage occurring at the **Premises**.

- b.** Building Damage by Theft: This Form is extended to insure damage (except by fire) to that part of a **Building** occupied by the Insured directly resulting from theft or attempted theft and from vandalism or malicious acts committed on the same occasion, provided the Insured is not the owner of such **Building** and is legally liable for such damage and the **Building** is not otherwise insured under this Form. This extension of cover shall be limited to a maximum recovery of \$5,000 for any one occurrence...
- c.** Growing Plants, Trees, Shrubs or Flowers Outside the **Building**: This Form is extended to insure loss of or damage to growing plants, trees, shrubs or flowers outside the **Building** caused directly by **Named Perils** (with the exception of windstorm or hail as described in Clause 15. e.) or from theft or attempted theft. This extension of coverage shall be limited to a maximum recovery, including debris removal expense, of:

  - i.** \$1,000 for each growing plant, tree, shrub or flower; and
  - ii.** \$10,000 for any one occurrence.
- d.** Electronic Data Processing System, Equipment and Media: If insured under **Equipment** the following exclusions are deleted for electronic data processing systems, including equipment and component parts thereof, programs and instruction vehicles, the property of the Insured or the property of others, leased, rented or under the control of the Insured and for which the Insured is liable:  
Exclusion c. of 4. Excluded Property and Exclusions c., d., e., f. and h. of 5. Excluded Perils.

### **Data Processing Media Duplicates Warranty**

It is warranted by the Insured that any electronic data and custom software insured under this Policy shall be duplicated, maintained and stored at the Insured's expense as specified in this Policy.

### **Frequency of Duplication**

The Insured shall maintain duplicate copies at the same frequency as the insured electronic data and custom software is created, deleted and/or revised.

### **Storage of Duplicate Copies**

The duplicate copies of all insured electronic data and custom software shall be stored in at least one of the following situations:

- 1.** On Premises  
If duplicate copies are stored or maintained on the same premises as the insured electronic data and custom software, then the copies shall be stored in an approved fire resistive safe and/or records chest (with a ULC fire-rating of at least one hour);  
or
- 2.** Off Premises

The duplicate copies shall be stored or maintained elsewhere than on the same premises as the insured electronic data and custom software.

## 8. Permission

Permission is hereby granted:

- a. For other insurance concurrent with this Policy;
- b. To make additions, alterations or repairs;
- c. To do such work and to keep and use such articles, materials and supplies in such quantities as are usual or necessary to the Insured's business.

## 9. 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.

## 10. No Reinstatement of Limits

Loss under any item of this Policy will reduce the applicable Limit of Insurance.

## 11. Verification Of Values

The Insurer or its duly appointed representative shall be permitted at all reasonable times during the policy period, or within a year after termination or expiration, to inspect the Insured Property and to examine the Insured's books, records and such policies as relate to any Insured Property. Such inspection or examination shall not waive nor in any manner affect any of the terms or conditions of this Form.

## 12. Basis Of Valuation

The value of the Insured Property shall be determined as follows:

- a. The property of others in the custody or control of the Insured for the purpose of performing work upon it - the amount for which the Insured is liable, but not exceeding the actual cash value at the time and place of loss or damage plus allowance for labour and materials expended to such time;
- b. Tenant's improvements:
  - i. If repaired or replaced with due diligence and dispatch, the amount actually and necessarily expended, but not exceeding the actual cash value of the tenant's improvements at the time and place of loss or damage;
  - ii. If not repaired or replaced with due diligence and dispatch, that portion of the original cost of the lost or damaged tenant's improvements which the un-expired term of the lease at the time of loss or damage bears to the period(s)

from the date(s) such tenant's improvements were made to the expiration date of the lease.

- c. Business records, including those which exist on electronic or magnetic media (other than pre-packaged software programs):
  - i. The cost of blank materials for reproducing the records; and
  - ii. The cost of labour to transcribe or copy the records when there is a duplicate.
- d. All other insured property under this Policy and for which no more specific conditions have been set out: the actual cash value at the time and place of loss or damage, but not exceeding what it would then cost to repair or replace with material of like kind and quality. Actual Cash Value: Various factors shall be considered in the determination of actual cash value. The factors to be considered shall include, but not be limited to, replacement cost less any depreciation and market value. In determining depreciation, consideration shall be given to the condition of the property immediately before the damage, the resale value, the normal life expectancy of the property and obsolescence.

### 13. Property of Others

At the option of the Insurer, any loss may be paid to the Insured or adjusted with and paid to the customer or the owner of the property.

### 14. Locked Vehicle Warranty

This clause does not apply to property which is under the control of a common carrier. Warranted by the Insured that any vehicle in which the Insured Property is carried is equipped with a fully enclosed 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.

### 15. Definitions

Wherever used in this Policy:

- a. **All Property** means **Content, Equipment** and **Tools**.
- b. **Building** means the building(s) which includes:
  - i. Fixed structures pertaining to the building(s) and located on the **Premises**;
  - ii. Additions and extensions communicating and in contact with the building(s);
  - iii. Permanent fittings and fixtures attached to and forming part of the building(s);
  - iv. materials, equipment and supplies on the **Premises** for maintenance of, and normal repairs and minor alterations to the **Building** or for building services;
  - v. growing plants, trees, shrubs or flowers inside the **Building** used for decorative purposes when the Insured is the owner of the **Building**.

- c. **Cash Cards** means cards designed to store a cash value by electronic means as a mode of payment, without a personal identification number and without direct access to a bank or other account.
- d. **Equipment** means:
  - i. Generally all contents usual to the Insured's business including furniture, furnishings, fittings, fixtures, machinery, tools, utensils and appliances other than **Building**;
  - ii. Similar property belonging to others which the Insured is under obligation to keep insured or for which the Insured is legally liable;
  - iii. Tenant's improvements, which are defined as building improvements, alterations and betterments made at the expense of the Insured to a **Building** occupied by the Insured and which are not otherwise insured, provided the Insured is not the owner of such **Building**. If the Insured purchased the use interest in tenant's improvements made by a predecessor tenant, this Policy applies as though such tenant's improvements had been made at the expense of the Insured.
- e. **Named Perils** means:
  - i. Fire or Lightning
  - ii. Explosion: Except with respect to the explosion of natural, coal or manufactured gas, there shall in no event be any liability for loss or damage caused by explosion, rupture or bursting in or of the following property owned, operated or controlled by the Insured:
    - 1.
      - a. The portions containing steam or water under steam pressure of all boilers generating steam, and piping or other equipment connected to said boilers and containing steam or water under steam pressure;
      - b. Piping and apparatus or their parts normally containing steam or water under steam pressure from an external source and while under such pressure;
      - c. The combustion chambers or fire boxes of steam generating boilers of the chemical recovery type and the flues or passages which conduct the gases of combustion from them;
      - d. Smelt dissolving tanks;
    - 2. Other vessels and apparatus, and connected pipes, while under pressure, or while in use or in operation, provided their maximum normal internal working pressure exceeds 103 kilopascals (15 pounds per square inch) above atmospheric pressure except that liability is specifically assumed for loss or damage resulting from the explosion of manually portable gas cylinders;
    - 3. Moving or rotating machinery or parts of same when such loss or damage is caused by centrifugal force or mechanical breakdown;



4. Any vessels and apparatus and connected pipes while undergoing pressure tests, but this exclusion shall not apply to other insured property that has been damaged by such explosion;
5. Gas turbines;  
The following are not explosions within the intent or meaning of this section:
  - i. electric arcing or any coincident rupture of electrical equipment due to such arcing;
  - ii. bursting or rupture caused by hydrostatic pressure or freezing;
  - iii. bursting or rupture of any safety disc, rupture diaphragm or fusible plug.
- iii. Impact by Aircraft, Spacecraft or Land Vehicle: The terms Aircraft and Spacecraft include articles dropped from them. There shall in no event be any liability for cumulative damage or for loss or damage:
  1. Caused by land vehicles belonging to or under the control of the Insured or any of the Insured's employees;
  2. To aircraft, spacecraft or land vehicles causing the loss;
  3. Caused by any aircraft or spacecraft when being taxied or moved inside or outside of a **Building**.
- iv. Riot, Vandalism or Malicious Acts: The term Riot includes open assemblies of strikers inside or outside the **Premises** who have quitted work and of locked-out employees. There shall in no event be any liability for loss or damage due to:
  1. Cessation of work or by interruption to process or business operations or by change(s) in temperature;
  2. Flood or release of water impounded by a dam, or due to any explosion other than an explosion in respect of which there is insurance under Clause 15. e. ii.;
  3. Theft or attempted theft.
- v. Smoke means smoke due to a sudden, unusual and faulty operation of any stationary furnace. There shall in no event be any liability for any cumulative damage.
- vi. Leakage from **Fire Protective Equipment** means:
  1. The leakage or discharge of water or other substance from;
  2. The collapse of;
  3. The rupture due to freezing of;**Fire Protective Equipment** for the **Premises** or for adjoining structures.
- vii. Windstorm or Hail: There shall in no event be any liability for loss or damage:
  1. To the interior of the **Building** or to **Contents** unless damage occurs concurrently with and results from an aperture caused by windstorm or hail;



- 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 sustained while the insured property is being worked upon and directly resulting therefrom or caused by any repairing, adjusting or servicing of the insured property, unless fire or explosion ensues and then only for loss or damage caused by such ensuing fire or explosion;
- f. Loss or damage resulting from misappropriation, secretion, conversion, infidelity or any dishonest act on the part of the Insured or any other party of interest, employees or agents of the Insured or any person to whom the property may be entrusted (bailees for hire excepted);
- g. Loss or damage occasioned by neglect of the Insured to use all reasonable means to save and preserve the insured property at and after any disaster insured against or when the Insured has notice of an impending disaster;
- h. 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;
- i. Loss or damage caused by theft or pilferage of individual tools except 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.

## 7. 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.

## 8. No Reinstatement of Limits

Any loss hereunder will reduce the applicable limit of insurance.

## 9. Property of Others

At the option of the Insurer, any loss may be paid to the Insured or adjusted with and paid to the owner of the property.

## 10. Limitation

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 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.

## 11. Definitions

**Tools and Equipment** means all items usual to the Insured's trade or business including but not limited to saws, spades, drills, ladders, hammers, brushes, drop cloths and ratchets.

## Customer Goods to be installed – Property Extension

Words and phrases in bold have special meaning as defined in either Clause 13 Definition of this Form or in the Insuring Agreements and Common Definitions, Exclusions and Conditions Form.

### 1. Insured Property

This Policy extension, except as hereinafter excluded, insures the following property at the **Installation Site** or while in transit to and from the **Installation Site**:

- a. Any and all materials, and supplies of any nature:
  - i. Owned by the Insured;
  - ii. Owned by others, provided the value of such property is included in the Limit of Insurance;  
all to enter into and form part of the completed installation including expendable materials and supplies, not otherwise excluded, necessary to complete the installation;

### 2. Attachment and Territorial Limits

Within the policy period the Insured Property is covered, only within Canada, from the time of leaving the Premises of the Insured, the owners or the manufacturers for shipment to the **Installation Site**, while in transit by rail, public truckman or the Insured's vehicles, while awaiting installation on site and during installation until accepted, or the interest of the Insured ceases, whichever first occurs.

### 3. Limit of Insurance

The maximum liability of the Insurer in any one loss shall not exceed the Limit of Insurance specified in the "You're Covered Screen" of the "Duuo App".

### 4. Deductible

The Insurer is liable for the amount by which the loss or damage caused by an Insured Peril exceeds the amount of the deductible specified in the "You're Covered Screen" of the "Duuo App" in any one occurrence. Should any occurrence give rise to the application of more than one deductible amount only the highest deductible will be applied.

### 5. Insured Perils

This Form, except as herein excluded, insures against all risks of direct physical loss of or damage to the Insured Property.

## 6. Exclusions

### a. Excluded Property

This Form does not insure loss of or damage to:

- i. Property at locations which, to the knowledge of the Insured, are vacant, unoccupied or shut down for more than 30 consecutive days;
- ii. Property illegally acquired, kept, stored or transported; property subject to forfeiture, seized or confiscated for breach of any law or by order of any public authority;
- iii. Property:
  1. While waterborne, from the commencement of loading until completion of discharge except on a ferry, railway car or transfer barge, all in connection with land transportation;
  2. Insured under a Marine Policy;
  3. Aboard or being transported by any aircraft;
- iv. Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, manuscripts, records, blueprints, or other documents, buildings, watercraft, aircraft, motorcycles, motor vehicles, trailers or other conveyances or their appurtenances or accessories;
- v. Electrical devices, appliances or wiring caused by artificially generated electrical currents including arcing, unless fire or explosion ensues and then only for loss or damage caused by such ensuing fire or explosion;
- vi. Contractor's tools and equipment including spare parts and accessories whether owned, loaned, hired or leased.

### b. Excluded Perils

This Form does not insure:

- i. The cost of making good:
  1. Faulty or improper material;
  2. Faulty or improper workmanship;
  3. Faulty or improper design;or loss or damage caused directly or indirectly therefrom, provided however, to the extent not otherwise excluded under this policy extension, resultant damage to the Insured Property caused by fire or explosion shall be insured;
- ii. Penalties or liquidated damages for non-completion of or delay in completion of contract or non-compliance with contract conditions or costs incurred solely in an effort to eliminate or reduce penalties or liquidated damages for which the Insured may be contractually liable;
- iii. Wear and tear, gradual deterioration, latent defect or inherent vice, provided, however, to the extent otherwise insured and not otherwise excluded under this Form, resultant damage to the property is insured;

- iv. Mysterious disappearance, or shortage of Insured Property disclosed when taking inventory;

**This Form does not insure against loss or damage caused directly or indirectly:**

- v. By mechanical or electrical breakdown or derangement provided, however, to the extent otherwise insured and not otherwise excluded under this Form, resultant damage to the property shall be insured;
- vi. By rust or corrosion, dampness or dryness of atmosphere, frost or freezing, changes of temperature, heating, shrinking, evaporation, loss of weight, leakage of contents, exposure to light, change in colour or texture or finish, contamination, marring or scratching or crushing, unless caused directly by a peril not otherwise excluded in this Form;
- vii. By rodents, insects, or vermin but this exclusion does not apply to loss or damage caused directly by a peril not otherwise excluded in this Form;
- viii. By delay, loss of market or loss of use or occupancy;
- ix. By misappropriation, secretion, conversion, infidelity or any dishonest manner of acquiring possession on the part of the Insured or any other party of interest, employees or agents of the Insured, or any person to whom the property may be entrusted (bailees for hire excepted).

## 7. Breach of Conditions

Where a loss occurs and there has been a Breach of Condition relating to a matter before the happening of the loss, which breach would otherwise disentitle the Insured from recovery under this Form, the breach shall not disentitle the Insured from recovery if the Insured establishes that the loss was not caused or contributed to by the Breach of Condition or if the Breach of Condition occurred in any portion of the **Premises** over which the Insured has no control.

## 8. No Reinstatement of Limits

Any loss hereunder will reduce the applicable Limit of Insurance.

## 9. Verification of Values

The Insurer or its duly appointed representative shall be permitted at all reasonable times during the term of this Policy, or within a year after termination or expiration, to inspect the Insured Property and to examine the Insured's books, records and such policies as they relate to any Insured Property hereunder. Such inspection or examination shall not waive nor in any manner affect any of the terms or conditions of this Form.

## 10. Valuation and Basis of Settlement

The Valuation Basis shall be the actual cash value at the time the loss or damage occurs but in no event to exceed what it would then cost to repair or replace with material of like kind and quality.

## 11. Property of Others

At the option of the Insurer, any loss may be paid to the Insured or adjusted with and paid to the customer or the owner of the property.

### **12. Locked Vehicle Warranty**

This clause does not apply to property which is under the control of a common carrier. Warranted by the Insured that any vehicle in which the Insured Property is carried is equipped with a fully enclosed 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.

### **13. Definition**

Wherever used in this Form, **Installation Site** means the actual site where, at the time of loss or damage, the Insured is contracted to perform installation operations.