

Event Insurance Policy

Underwritten by Co-operators General Insurance Company.



Welcome to Duuo

Duuo was created by The Co-operators to make insurance easy, flexible, and online. That's why our Event insurance has been designed for hosts who need on-demand short term coverage for worry-free hosting. With Duuo you don't pay for the period you don't want coverage for and there is never a cancellation fee.

About this Policy

We know nobody loves reading through an insurance policy. That's why we've tried to make this as easy as possible to understand. That said, there are some sections that have to be worded in a particular way for legal reasons. But if you need help or have any questions, just start a chat with us at www.Duuo.ca. We'd be happy to help out.

The Duuo App

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

Making a Claim

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

Summary of Coverage

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

You're Covered For

This insurance provides protection to you against the claims unintentionally arising out of the following:

1. **Bodily Injury & Property damage** Liability
2. Medical Payments for injuries
3. Tenants' Legal Liability
4. Host Liquor Liability (if applicable)

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

You're Not Covered For

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

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

Personal and Advertising Injury liability is also not covered under this policy.

Coverage Territory & Jurisdiction

This policy provides coverage for liability arising out of your event hosting at the premises listed in the **You're Covered Screen** of the **Duuo App** and only occurring during the date and time of the coverage. The jurisdiction of this policy is limited to Canada.

There is no deductible applicable to your liability.

Our Agreement

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

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

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

Applicable Law

This policy is governed by and shall be construed in accordance with the laws of the Canadian province where the event is hosted and the federal laws of Canada.

Who is an Insured

This insurance only applies to *the liability* arising out of the event hosting.

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

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

Other Parties Insured

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

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

Additional Insured

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

Venue Owners

The **Venue Owner**, as named on the **You're Covered Screen** of the **Duuo App**, is added as an additional insured, but only with respect to the activities and operations conducted by you.

The municipality where the event takes place is also added as an additional insured but only if the event location takes place in whole or in part on their premises.

What's Not Covered

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

Similarly, the **Bodily injury** or "personal and advertising injury" **to you, to your partners, co-employee or other volunteer workers** including their spouse, child, parent, brother or sister is also not covered by this policy.

This policy does not cover liability arising out of **failing to provide professional health care services**.

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

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

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.

Coverage Period

This insurance begins at the time and date your policy became effective as per the Certificate of Insurance and continues for the duration of the event or the termination date, whichever comes earlier. This policy may be terminated subject to the Termination clause in the Policy Conditions.

Your Coverage

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

Bodily Injury and Property damage Liability

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

Insuring Agreement:

We will pay those sums that the Insured becomes legally obligated to pay as **compensatory damages** because of unintentional **bodily injury** or **Property damage** originating at the covered location during the policy period only in relation to the hosting of the event covered.

Defending You

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

Our duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this policy.

No Prior Knowledge

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

Bodily Injury Compensatory Damages

Compensatory damages because of **bodily injury** include **compensatory damages** claimed by any person or organization for care, loss of services or death resulting at any time from the **bodily injury** that originated during the policy period.

*No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments**.*

Medical Payments

*The coverage and limit if applicable is shown under Medical Payments Limit in the **You're Covered Screen** of the **Duuo App**. This limit is the most we will pay for the sum of Medical Payments because of any **bodily injury** sustained at the event location.*

Insuring Agreement

We will pay medical expenses as described below for **bodily injury** caused by an accident because of your hosting of the event covered by this policy in Canada during the policy period, provided that:

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

We will pay regardless of fault

We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance as shown under Medical Payments Limit in the **You're Covered Screen** of the **Duuo App**. We will pay reasonable expenses for:

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

What's Not Covered

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. **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.
- d. **Athletic Activities**
To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.
- e. **Liability Coverage Exclusions**
Excluded under the section for **Bodily Injury & Property damage** Liability.

Tenants' Legal Liability

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

Insuring Agreement

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

Defending You

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

Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this policy.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

No Prior Knowledge

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

What's Not Covered

This insurance does not apply to:

- a. **Expected or Intended Injury**
Property damage expected or intended from the standpoint of the insured.
- b. **Contractual Liability**
Property damage for which the insured is obligated to pay **compensatory damages** by reason of the assumption of liability in a contract or agreement.

Other exclusions applicable are explained under the section Common Exclusions.

Host Liquor Liability Coverage

We will pay those sums that you shall become legally obligated to pay as compensatory damage because of **bodily injury**, including resulting death, to any person or persons or for **Property damage** (other than property leased or owned by or in the care, custody or control of you or any of your employees) occurring as a result of the providing of alcoholic beverages to any persons by you, or on your behalf, at the event location, provided an applicable provincial liquor license and permit was obtained prior to the event and provided during the insurance application in the **Duuo App**.

Policy Exclusions

This insurance does not apply to:

a. **Alcohol Consumption**

Claims or actions arising directly or indirectly from any sickness, injury or death that could reasonably be contributed to or caused by intoxication from **alcohol consumption**. This exclusion does not apply if there is evidence that you obtained a liquor license and related permit in addition to adding coverage for liquor liability to this policy.

b. **Animals**

Bodily injury or Property damage arising out any injury/injuries resulting from animal bites, scratches, or attacks.

c. **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.

d. **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** that the insured would have in the absence of the contract or agreement.

e. **Drugs**

Claims or actions arising directly or indirectly from any sickness, injury or death that could reasonably be contributed to or caused by the abuse or misuse of drugs, prescription drugs, over the counter medication or any other intoxicants.

f. **Excluded Events**

Bodily injury or Property damage resulting from instructing, practicing or participating in any of the activities on the excluded events list as confirmed by you in the **Duuo App**.

g. **Fireworks**

Bodily injury or Property damage arising from the use or sale of, whether negligent or otherwise, of fireworks, or damages arising from the use or sale of fireworks.

h. **Forcible Ejection**

Bodily injury or Property damage arising out of the forcible ejection of any person or persons from the event location. This exclusion does not apply to **bodily injury** resulting from the use of reasonable force to protect persons or property.

i. **Intentional or Criminal Acts**

Bodily injury or Property damage caused by any intentional or criminal act or willful negligence by you, but this exclusion does not apply to any other Insured who has not committed and is not involved in the intentional criminal act or the willful negligence.

j. **Internet Publication**

Bodily injury or Property damage arising from the distribution or display of data via a website, the internet, an intranet or extranet or any similar device or system designed or intended for electronic communication of data.

k. **Libel and Slander**

Bodily injury or Property damage arising from the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's rights of privacy or any type of discrimination including, but not limited to, discrimination due to sex, sexual-orientation, age or marital status, colour, race, creed or national origin.

l. **Mobile Equipment**

Bodily injury or Property damage arising out of any kind of **mobile equipment**. This exclusion does not apply to **mobile equipment** used only at the event location, and only for recreational purposes.

m. **Communicable Disease**

Bodily injury or Property damage resulting from or attributable to the transmission of communicable disease.

n. **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.

o. **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 hosting of event.
- ii. The spouse, child, parent, brother or sister of that **employee** as a consequence of item o. 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.

p. **Aircraft, Automobile & Watercraft**

Bodily injury or **Property damage** arising out of the ownership, maintenance, or any kind of use or entrustment to others of any aircraft, **automobiles** or watercraft owned or operated by or rented or loaned to you. This exclusion does not apply to a watercraft while ashore or unlicensed and stationary **automobiles** parked at the event location.

q. **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

r. **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).

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

Bodily injury or **Property damage** arising in any way, 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**.

t. **Nuclear Exclusion**

Bodily Injury or **Property damage** which is required to be insured under a nuclear energy liability policy issued by the Nuclear Insurance Association of Canada, or any other group or pool of insurers regardless of exhaustion of such policy limits or its termination. 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 **bodily injury** or **Property damage**.

u. **Pollution**

Bodily injury, **Property damage** or "personal and advertising injury" arising out of the actual, alleged, or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants" at or from any premises, site or location which is or was at any time owned, managed, rented to others or occupied by any insured, or rented or loaned to any insured.

This insurance does not cover biological contamination of any kind and from any source.

v. **Power or Utility Service**

Bodily injury or Property damage caused by the failure of power or other utility service if caused in whole or in part by the **Venue Owner**.

w. **Terrorism**

There is no coverage under this insurance for **bodily injury or Property damage** 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 claim.

x. **War Risks**

Bodily injury or Property damage caused directly or indirectly by war, invasion, act of a foreign enemy, declared or undeclared hostilities, civil war, insurrection, rebellion, revolution, whether war be declared or not. 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 **bodily injury or Property damage**.

y. **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**.

Supplementary Payments

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. Prejudgment interest awarded against you on that part of the judgment we pay. If we make an order to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the order.
- f. 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.

Policy Conditions

1. Anti-Stacking

This policy will not contribute to or be excess of any other policy issued to any named insured if a claim covered by this policy is also covered by any other policy issued by Duuo or the Co-operators General Insurance Company.

2. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this policy.

3. Canadian Currency Clause

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

4. Duties in the Event of Occurrence, Claim or Action

- a) You must see to it that we are notified as soon as practicable of an **occurrence** or an offense which may result in a claim. To the extent possible, notice should include:
 - i. How, when and where the **occurrence** or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the **occurrence** or offense.
- b) If a claim is made or **action** is brought against any insured, you must:
 - i. Immediately record the specifics of the claim or **action** and the date received; and
 - ii. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or **action** as soon as practicable.

- c) You and any other involved insured must:
 - i. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or **action**;
 - ii. Authorize us to obtain records and other information;
 - iii. Cooperate with us in the investigation or settlement of the claim or defense against the **action**; and
 - iv. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d) No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

5. 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.

6. Other Insurance

If a loss covered by this policy is also covered by other insurance, this policy will be considered primary to that other insurance.

7. Premium Audit

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

8. Premiums

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

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

9. Policy Period

This policy applies only to loss which occurs during the policy period stated on the **You're Covered Screen** and for loss during the Coverage Period.

10. Representations

By accepting this policy, you agree:

- a. The acknowledgements made in the **Duuo App** are true and the validity of this policy is based upon them; and
- b. We have issued this policy in reliance upon your representations and acknowledgements.

11. 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.

12. Termination

- a. The first Named Insured shown in the **Certificate of Insurance** may terminate this policy through the Duuo Dashboard any time before the start date on your policy.
- b. The policy period will end on the date termination takes effect.
- c. If this policy is terminated, we will send the first Named Insured any premium refund. The termination will be effective even if we have not made or offered a refund.

13. 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.

Definitions

The definitions are applicable to all sections of this policy.

Abuse

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

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.

Alcohol Consumption

Alcohol intoxication is determined either when records indicate a blood alcohol level of 80 milligrams of alcohol per 100 milliliters of blood or when records indicate intoxication and no blood alcohol level is specified.

Automobile

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

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

Certificate of Insurance

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

Confidential or personal information

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

Damages due or awarded in payment for actual injury or economic loss. Does not include punitive or exemplary damages or the multiple portion of any multiplied damage award.

Coverage territory

Means this insurance applies to **bodily injury** and **Property damage** occurring in Canada only.

Electronic Data

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

A person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

Event Location

All structures and land located at the address shown on the You're Covered Screen of the Duuo App constitutes a single event location.

Insured Event

The description of the event or activity for which you are insured, which is based on the information provided by You during the process of applying for this Coverage. A summary is shown on the You're Covered Screen of the Duuo App.

Incidental medical malpractice injury

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:

- 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

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**.

Mobile Equipment

Any type of land vehicles such as bulldozers, farm machinery, forklifts and other vehicles designed for use principally off of public roads, including any attached machinery or equipment, and only if such motorized vehicles are not required to be registered or insured under the laws of the province in which they are normally kept.

Occurrence

An accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results in **bodily injury** or **Property damage** during the policy period regardless of the number of claimants.

Participant

Any individual who engages in the event and shall also include referees, coaches, and all other officials.

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, chiropractic, hearing aid, optical or optometrical services or treatments;
- g. Engineering, designing, architectural, draftsman or surveying services, including:
- h. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- i. Supervisor and inspection activities;
- j. 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;
- k. Any computer programming or re-programming, consulting, advisory or related services; or
- l. Claim investigation, adjustment, appraisal, survey or audit services; or
- m. 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.

User Group

The permit holder and the group of individual persons who participate in and share joint responsibility during an insured event occurring during the coverage period at the event location as shown on the You're Covered Screen.

Temporary worker

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

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.

Venue Owner

The owner of the event location where events of a specific type are held.

Volunteer worker

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.