

Event Liability Policy

Underwritten by Co-operators General Insurance Company

Administered by Duuo



Your Voice Matters

Our goal is to provide you with unparalleled service. If you are dissatisfied in any way with your policy or a claim, please contact Customer Service at info@duuo.ca. We will do everything we can to solve your problem to your complete satisfaction. All complaints we receive are taken seriously. We have a specific process to handle customer inquiries, known as our Customer Resolution Process, which is available at the duuo™ [website](#). We value your input.



About This Policy

Agreement

This is an agreement between you and Co-operators General Insurance Company. The Co-operators duuo™ Event Liability Insurance is part of a suite of on-demand insurance products offered and underwritten by The Co-operators Group of Companies.

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 Co-operators General Insurance Company.

We provide the insurance described in this policy as long as you pay the premium and follow the policy conditions. We cover only your liability for the **insured event** at the **event locations** listed specifically on a **duuo authorized Platform**.

Who is an Insured

You, as the person named on the **You’re Covered Screen** of the **duuo app**. This also includes:

1. **User Groups**;
2. Executives;
3. Managers;
4. Coaches;
5. Trainers;
6. Officials;
7. Volunteers;
8. Spouses or;
9. Employees or auxiliary workers;

while acting within the scope of their duties on your behalf.

Additional Insured

The Liquor License Board Permit Holder is added to the policy as an additional insured, but only with respect to **bodily injury** or **property damage** arising out of the event listed on the **You’re Covered Screen** at the **event location** on which a Liquor License or permit was issued.

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 added as an additional insured but only if the **event location** takes place in whole or in part on their premises

Deductible

There is no deductible applicable to claims made under policy.

Coverage Period

If your event is longer than 2-hours on the **You're Covered Screen**, coverage begins within 24-hours of the time your event begins and expires at the time your event ends.

If your event is 2-hours or less on the **You're Covered Screen**, coverage is for a 2-hour event occurring within the effective and expiry dates of coverage listed on the **You're Covered Screen**.

Applicable Law

The laws of the province in which the **name insured** resides will apply.

Liability Coverage

Covered Event

Insuring Agreement

We will pay those sums that you become legally obligated to pay as **compensatory damages** because of **bodily injury** or **property damage** to which this insurance applies. At our expense, we will defend you against any **suit** seeking **compensatory damages** insured by this policy. At our discretion, we may investigate any **occurrence** and settle any claim or **suit** that may result. The maximum amount of damages we will pay is the limit stated on the **You're Covered Screen**. Our responsibility to defend you ends when we have used up the stated limit of insurance.

We insure **bodily injury** or **property damage** only if:

1. The **bodily injury** or **property damage** is caused by an **occurrence** that takes place at the **event location** and;
2. The **bodily injury** or **property damage** occurs during the policy period stated on the **You're Covered Screen** and;
3. You had no knowledge of the **occurrence** that led to the **bodily injury** or **property damage** prior to the policy period.

Bodily injury or **property damage** which occurs during the policy period and was not known by you to have occurred prior to the policy period, includes any continuation, change or resumption of that **bodily injury** or **property damage** after the end of the policy period.

Tenants' Legal Liability

Insuring Agreement

We will pay up to a maximum limit of \$1,000,000 those sums that you shall become legally obligated to pay as **compensatory damages** because of **property damage** caused unintentionally to structures or portions of the **event location** rented or occupied by you.

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**.

Exclusions

The coverage provided under this policy does not apply to:

Abuse

Claims or **suits** arising directly or indirectly from sexual, physical, psychological or emotional abuse, assault, molestation or harassment, including corporal punishment by, at the direction of, or with the knowledge of any insured; or failure of any insured to take steps to prevent sexual, physical, psychological or emotional abuse, assault, molestation, harassment or corporal punishment.

Access or Disclosure of Confidential or Personal Information and Data-related Liability

Claims or **suits** for which you are obligated to pay **compensatory damages** arising out of:

1. Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
2. The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data**.

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 you or others arising out of that which is described in Paragraph 1. or 2. above.

Aircraft, Automobiles or 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**.

Alcohol Consumption

Claims or **suits** 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.

Animals

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

Business Pursuits

Bodily injury or **property damage** arising out of your business or any business use of the **event location** except for the specified event to which this policy applies.

Communicable Disease

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

Contractual Liability

Bodily injury or **property damage** for which you are obligated to pay damages because you assumed that liability in a contract or agreement. This exclusion does not apply to liability for damages you would have in the absence of that contract or agreement.

Drugs

Claims or **suits** 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.

Expected or Intended Injury

Bodily injury or **property damage** that you expect or intend but does not apply to **bodily injury** resulting from the use of reasonable force to protect persons or property.

Excluded Events

Bodily injury or **property damage** resulting from instructing, practicing or participating in any of the following:

1. The use or operation of mountain slides including but not limited to ski lifts or tows;
2. The use or operation of saddle animals or animal-drawn vehicles;
3. The use or operation of any amusement rides, mechanical rides, inflatables, trampolines;
4. Participation in Archery, Axe Throwing, Boxing, Canoeing, Cheerleading, Competitive Diving, Extreme Sport Activities, Gymnastics, Hang Gliding, Hot-air Ballooning, Luge Bobsledding, Martial Arts, Mountain Bike Racing, Motorsport or Motorized, Obstacle Courses, Stunting events, Para-sailing, Parachuting, Kayaking, Shooting, Skateboarding, Skiing, Snowboarding, Unsupervised Swimming, Tobogganing, Tubing, Water Polo, Wrestling, Zip Lines.

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.

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.

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.

Insured vs insured

This insurance does not indemnify you in respect of any liability arising out of any suit brought by any insured against any other insured of this policy.

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.

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.

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.

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**.

Pollution

Bodily injury or property damage arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at or from the **event location**, site or location which is or was at any time owned or occupied by, or rented or loaned to, you. We also will not insure any loss, cost or expense arising out of any governmental direction or request that you test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize **pollutants**, related to the **event location**. 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**.

This insurance also does not apply to any fines, penalties, punitive or exemplary damages arising directly or indirectly out of the presence, discharge, dispersal, release or escape of any **pollutants**, at or from the **event location**.

Nor does this insurance cover biological contamination of any kind and from any source.

However, this exclusion does not apply to:

1. **Bodily injury** if sustained within the **event location** and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify, or equipment that is used to heat water for personal use, by the occupants of the **event location**; and
2. **Bodily injury or property damage** arising out of heat, smoke or fumes from a hostile fire.

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**.

Professional Services

Bodily 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.

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.

War

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**.

Workers' Compensation and Similar Laws

Any obligation you have under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

Coverage for Medical Payments

Insuring Agreement

We will pay any reasonable and necessary medical expenses incurred for **bodily injury** caused by an accident at the **event location**. We will make these payments regardless of fault, to a maximum limit of \$10,000.

Exclusions

We will not pay expenses for **bodily injury** to:

1. You;
2. A person hired to do work for or on behalf of you;
3. A person, whether or not your **employee**, if benefits for the **bodily injury** are payable or must be provided under a workers' compensation or disability benefits law or a similar law; or
4. A person whose injury is excluded under the **bodily injury** and **property damage** coverage section of the policy.

Supplementary Payments for Liability Coverage

We will pay, with respect to any claim we investigate or settle, or any **suit** against you that we defend:

1. All expenses we incur.
2. 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.
3. All reasonable expenses incurred by you at our request to assist us in the investigation or defense of the claim or **suit**, including actual loss of earnings up to \$1,000 because of time off of work.
4. All costs taxed against you in the **suit** for legal liability.
5. 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.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, ordered 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.

Conditions

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.

Bankruptcy

Bankruptcy or insolvency of you or of your estate will not relieve us of our obligations under liability coverage.

Canadian Currency Clause

It is agreed that all limits of insurance, premiums, and other amounts as expressed in this policy are in Canadian Currency.

Coverage Territory

This insurance policy applies only to bodily injury and property damage which occurs within Canada only.

Duties in the Event of Occurrence, Offense, Claim or Suit

After an **occurrence** which may be insured under this policy:

1. You must see to it that we are notified as soon as practicable (in writing if required) of an **occurrence** or an offense which may result in a claim. To the extent possible, notice should include how, when and where the **occurrence** or offense took place, the names and addresses of any injured persons and witnesses, and the nature and location of any injury or damage arising out of the **occurrence** or offence.
2. If a claim is made or **suit** is brought against you, you must immediately record the specifics of the claim or **suit** and the date received and notify us as soon as practicable. You must see to it that we receive written notice of the claim or **suit** as soon as practicable.
3. You must immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or **suit**, authorize us to obtain records and other information, cooperate with us in the investigation or settlement of the claim or defense against the **suit**, and assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to you because of injury or damage to which this insurance may also apply.
4. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent. However, we will not consider any verbal or written apology in itself to be considered an assumption of any obligation.
5. Submit to an examination under oath, and produce for the examination, at a reasonable place and time as designated by us, all documents in your possession or control that relate to the matters in question, and permit extracts and copies to be made.
6. Use your reasonable best efforts to produce **employees**, members of your household or others for examination under oath.
7. You shall not interfere in any negotiation for settlement or in any legal proceeding.

Legal Action Against Us

No person or organization has a right under liability coverage to join us as a party or otherwise bring us into a **suit** asking for damages from you; or to sue us under liability coverage unless all of the coverage 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 you; but we will not be liable for damages that are not payable under the terms of this liability coverage or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, you, and the claimant or the claimant's legal representative.

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.

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**.

Representations

By accepting this policy, you agree that the statements on the **You're Covered Screen** are accurate and complete; those statements are based upon representations you made to us; and we have issued this policy in reliance upon your representations.

Statutory Conditions

This policy is subject to the Statutory Conditions as described in the insurance act of the province in which it is issued.

Transfer of Rights of Recovery Against Others to Us

If you have rights to recover all or part of any payment, we have made under this liability coverage, those rights are transferred to us. You must do nothing after loss to impair them. At our request, you will bring **suit** or transfer those rights to us and help us enforce them.

Definitions

Aircraft

Any vehicle used or designed for flight. This does not include the operation of an unmanned aerial vehicle that is:

1. remotely controlled by an operator;
2. operated in compliance with any statute, permit, rule, regulation or any requirement for qualification to operate an unmanned aerial vehicle;
3. not more than three (3) feet long and three (3) feet wide; and
4. does not weigh more than twenty-five (25) kilograms.

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, including any attached machinery or equipment.

Bodily Injury

Physical injury or sickness to one's person, including required care, loss of services and death that results.

Compensatory Damages

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

duoo™ App

The website of [duoo™](https://duoo.com) and the duoo™ smartphone applications available in any app store, individually or combined.

duoo™ authorized Platforms

Any duoo approved organization that facilitates business through an electronic platform or application.

Electronic Data

Information stored as or on, created or used on, or transmitted to or from computer software, systems or applications, electronic media storage devices, servers or any other media used intended for the electronic storage or processing of data.

Employee

A person performing duties related to your event at the **event location**.

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**.

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.

Motor Vehicle

A self-propelled land or amphibious vehicle; or any trailer or semi-trailer which is being carried on, towed by or hitched for towing by a vehicle described here.

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.

Property Damage

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 caused it; or 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 purposes of this insurance, **electronic data** is not tangible property.

Professional Services

Professional services shall include but not be limited to:

1. Medical, surgical, dental, x-ray or nursing service or treatment;
2. Any **professional service** or treatment conducive to health;
3. **Professional services** of a pharmacist;
4. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;

5. Any cosmetic, body piercing, tonsorial, massage, physiotherapy, chiropody, hearing aid, optical or optometrical services or treatments.

Pollutants

Any solid, liquid, gaseous or thermal irritant or contaminant, including: odour, vapour, fumes, acids, alkalis, chemicals and waste, radioactive material, fuel oil, soot, pesticides, herbicides, smoke from agricultural smudging or industrial operations and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Spouse

A person who is married to and living with you; or has entered into a civil union with and is living with you; or is of the opposite or the same sex who has been living with you and has been publicly represented as your spouse for at least three years.

Suit

A civil proceeding in which damages because of **bodily injury** or **property damage** to which this insurance applies are alleged. **Suit** includes an arbitration proceeding in which such damages are claimed and to which you must submit with our consent; or any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

Terrorism

An ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), 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.

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**.

Venue Owner

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

Watercraft

A craft principally designed to be propelled on or in water by wind, engine power or electric motor.

You're Covered Screen

That part of the **Duuo™ App** that displays the coverage and limits of coverage provided by this policy and is titled "You're Covered!"