



**XN TENANTS INSURANCE**

Effected with certain Lloyd's Underwriters (hereinafter called the "Insurer") through Lloyd's Approved Coverholder ("the Coverholder"): **XN FINANCIAL SERVICES (CANADA) INC.**  
600 de Maisonneuve Boul. W., Suite 2310  
MONTREAL, QC H3A 3J2 CANADA

**Group Policy No.: 14-433-1-0000**

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE**

This Group Policy is issued to Housing Services Corporation on December 29, 2023  
An evidence of insurance will be issued to each beneficiary attaching hereunder

**CERTIFICATE OF INSURANCE**

**Name and Address of Named Insured**

Housing Services Corporation  
30 Duncan Street, Suite 500  
Toronto, Ontario, M5V 2C3

**Producer Name:**

Marsh Canada Limited – Private Client Service Practice  
200-4273 King St. East  
Kitchener, Ontario, N2P 2E9, Canada  
Toll free phone number: 1-866-940-5111

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**Period of Insurance:** This Insurance is effective from January 1, 2024 to January 1, 2025  
(both days at 12:01 a.m. Standard time at the Address of the Insured)

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**Limit of Liability**

The Liability Limit for each coverage section applies to each unit insured under the Housing Services Corporation Group Policy

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**Rating and Coverage Limits**

Option 1: Premium: \$237.77 (plus applicable taxes and fees)  
CAD \$10,000 Contents Coverage (All Risks coverage; on-premises and off-premises;  
CAD \$2,000 Additional Living Expenses  
CAD \$500,000 Personal Liability (on-premises and off-premises)

Option 2: Premium: \$317.55 (plus applicable taxes and fees)  
CAD \$20,000 Contents Coverage (All Risks coverage; on-premises and off-premises;  
CAD \$4,000 Additional Living Expenses  
CAD \$1,000,000 Personal Liability (on-premises and off-premises)

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**The insurance contract consists of this Declarations page as well as all coverage wordings, riders, or endorsements that are attached hereto.**

**Forms Applicable to Coverage and attached hereon:**

CD-14-04 (01-22), CD-14-W7, CD-EN-MAS-ROC (04-21), CD-14-W1-06-01-2014

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**Applicable Courts:** Canadian

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**Notice of Claims  
Sedgewick Canada Ltd.**

Mississauga Claims Management Services  
50 Burnhamthorpe Road West, Suite 1102  
Mississauga, Ontario, L5B 3C2  
Email: [dispatch@sedgwick.com](mailto:dispatch@sedgwick.com)  
Toll free phone number: 1-800-235-8784

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**Coverage A: Personal Property**

The policy provides insurance for the contents of your dwelling and other personal property you own, wear or use while on your premises which is usual to the rental or maintenance of a building. The types of losses covered and applicable limits, terms, conditions or warranties are described in the policy wording.

<b>Limit</b>	<b>Coverage</b>
CAD	Limit of insurance for household goods and personal belongings
Per Option Selected	The deductible for each loss is <b>CAD 500</b>

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**Coverage B: Additional Living Expenses**

The policy provides amounts to cover an increase in living expenses following an insured peril causing your dwelling to become unfit for occupancy.

<b>Limit</b>	<b>Coverage</b>
CAD	Limit of insurance for additional living expenses
Per Option Selected	There is no deductible for this coverage

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**Coverage C: Personal Liability Coverage**

Your liability coverage covers damages for which you are legally liable to pay as compensatory damages and/or defense costs. We will pay up to the amount shown for each occurrence for unintentional bodily injury or property damage.

<b>Limit</b>	<b>Coverage</b>
CAD	Limit of liability coverage
Per Option Selected	There is no deductible for this coverage

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**IDENTIFICATION OF INSURER**

This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B2429BW2400519** (hereinafter referred to as "the Underwriters"). The Underwriters shall be liable hereunder each for his own part and not one for another in proportion to the several sums that each of them has subscribed to the said Agreement.

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters, whose address for such service is 1155 rue Metcalfe, Suite 2220, Montreal, Quebec H3B 2V6.

**NOTICE**

Any notice to the Underwriters may be validly given to the Coverholder.

In witness whereof this policy has been signed as authorized by the Underwriters, by  
**XN Financial Services (Canada) Inc.**

Per:  .....

The Insured is requested to read this certificate of insurance, and if incorrect, return it immediately for alteration.

In the event of an occurrence likely to result in a claim under this insurance, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to this Coverholder.

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Attaching to and forming part of Master Policy Number: 14-433-1-0000

## TENANT INSURANCE

### A GUIDE TO YOUR POLICY

This form consists of two (2) sections:

SECTION I describes the insurance on your property. It also includes additional living expenses in certain circumstances.

SECTION II describes the insurance for your legal liability for bodily injury to others or damage to the property of others arising out of your premises or your personal actions. It also includes benefits following injury or damage to the property of others in certain other circumstances.

**IMPORTANT: THIS POLICY CONTAINS VARIOUS EXCLUSIONS, LIMITATIONS AND CONDITIONS THAT MAY ELIMINATE, RESTRICT OR OTHERWISE LIMIT COVERAGE. THEY HAVE BEEN CLEARLY IDENTIFIED THROUGHOUT THIS POLICY FORM. PLEASE READ THEM CAREFULLY.**

This policy form is written in plain language so that you may properly understand the coverage you have purchased.

### AGREEMENT

We provide the insurance as described in this policy in return for payment of the premium, and coverage is subject to the terms and conditions set out herein.

Insurance cannot be a source of profit. It is designed to indemnify you against actual losses or expenses incurred by you or for which you are legally liable.

All amounts of insurance, premiums and other amounts expressed in this policy are in Canadian currency and payments made under this policy will be in Canadian currency.

### SECTION I – PROPERTY COVERAGES

#### DEFINITIONS FOR TERMS USED THROUGHOUT THIS SECTION

Some words and phrases used in this policy have special meaning and are defined below.

**Business** means continuous or regular pursuit undertaken for financial gain including a trade, profession or occupation, and the storage of related merchandise.

**Cash Card or Plastic Money** means a card storing electronic cash and used as a method of payment, which at the time of the purchase transaction, does not require any personal identification (PIN), signature or authorisation.

Certificate of Insurance outlines the details of your insurance coverage and evidences the coverage you have purchased.

**Civil Authority** means an authority as defined in any Act or Regulation. It shall mean any person acting under the authority of the Governor General in Council of Canada or Lieutenant Governor in Council of a Province or Territory and/or any person acting with authority under a Federal, Provincial or Territorial legislation with respect to the protection of persons and property in the event of an emergency.

**Collection** means a group of related objects of the same type.

**Data** means representations of information or concepts, in any form.

**Data Problem** means the:

- erasure, destruction, corruption, misappropriation or misinterpretation of data;
- error in creating, amending, entering, deleting or using data; or
- inability to receive, transmit or use data.

**Domestic Water Container** means a device or apparatus for personal use on the premises for containing, heating, chilling or dispensing water.

**Dwelling or Unit** means the rented accommodations wholly or partially occupied by you as a private residence and described on the Certificate of Insurance.

**Earthquake Shock** includes earthquake, landslide, snowslide, volcanic eruptions, other earth movements and tidal waves occurring at the same time as, and directly resulting from earthquakes that occur within 72 consecutive hours during the Policy Period.

**Fungi** includes, but is not limited to, any form or type of mould, yeast, mushroom or mildew, whether or not allergenic, pathogenic or toxigenic; and any substance, vapour or gas produced by, emitted from or arising out of any fungi or spore(s) or resultant mycotoxins, allergens or pathogens.

**Ground Water** means water in the soil beneath the surface of the ground, including but not limited to, water in wells and in underground streams, and percolating waters.

**Insured** means the person(s) named as insured on the Certificate of Insurance and, while living in the same household:

- his or her spouse
- the relatives of either; and
- any person in their care under the age of 21.

**Spouse** means:

- two persons, either of the same or opposite sex, who are married to each other or who have together entered into a marriage that is voidable or void, or
- two persons, either of the same or opposite sex, who are living together in a conjugal relationship outside marriage and have so lived together continuously for a period of three (3) years or, if they
- are the natural or adoptive parents of a child for a period of one (1) year.
- In addition, a student who is enrolled in, and actually attends a school, college or university and who is dependent on the named insured or his or her spouse for support and maintenance is also insured, even if temporarily residing away from the dwelling or unit indicated on the Certificate of Insurance.

Only the person(s) named on the Certificate of Insurance may take legal action against us.

**Insured Peril** means any cause of loss that is not specifically excluded under this policy.

**Policy Period** means the term of duration of the policy, commencing on the policy effective date and ending on the policy termination date as shown on the Certificate of Insurance.

**Pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals, pesticides, herbicides, waste (materials to be recycled, reconditioned or reclaimed), whether from agricultural smudging or industrial operations or any other source.

**Plumbing System** means water supply, distribution and disposal piping on the premises, including appliances and equipment attached thereto, between their connection points to a public or private system.

**Premises** means the dwelling or unit and includes garages, outbuildings and private approaches reserved for your use or occupancy only. Premises also means the location where a student resides and who is insured by this policy while temporarily living away from the dwelling or unit for the purpose of attending a school, college, university or other educational institution.

**Retention Tank or Holding Pond** means a basin in which sudden influxes of surface or ground water runoff are held temporarily before being released gradually into the drainage system.

**Spore(s)** includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any fungi.

**Surface Waters** means water on the surface of the ground where water does not usually accumulate in ordinary watercourses, lakes or ponds.

**Terrorism** means 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), organisation(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

**Under Construction** means any work resulting in any improvement, extension or addition to the dwelling or unit when the work involves the piercing of an exterior wall or a roof for more than 24 consecutive hours.

**Vacant** refers to the circumstance where regardless of the presence of furnishings:

- all occupants have moved with no intention of returning and no new occupant has taken up residence; or
- in the case of a newly constructed dwelling, unit or premises, no occupant has yet taken up residence.

**Watermain** means a pipe forming part of a water distribution system that conveys consumable water, but not waste water.

**We, Us or Our** means the company providing this insurance.

**You or Your** means the insured.

### COVERAGES

The amounts of insurance are shown on the Certificate of Insurance.

### COVERAGE A – PERSONAL PROPERTY

#### ON YOUR PREMISES

We insure the contents of your dwelling and other personal property you own, wear or use while on your premises which is usual to the rental or maintenance of a dwelling.

If you are not the owner of the dwelling, we also insure dwelling improvements and betterments made by you or acquired at your expense, but only in the portion you occupy as a private residence.

If you wish, we will include uninsured personal property of others while it is on that portion of your premises which You occupy, but we do not insure property of roomers or boarders who are not related to you.

### **TEMPORARILY AWAY FROM YOUR PREMISES**

We insure your personal property while it is temporarily away from your premises, anywhere in the world for up to 10% of the amount of insurance on your personal property. However, personal property normally kept at any other location you own or rent is not insured.

Personal property stored in a warehouse is only insured for thirty (30) days unless the loss or damage is caused by theft. To extend cover in storage for a further period, We must be notified in writing and endorse your policy as required.

If you wish, we will include personal property belonging to others while it is in your possession.

We insure the personal property of any student insured by this policy, who is temporarily living away from home for the purpose of attending school, college or university.

We do not insure loss or damage to:

- motorised vehicles or their equipment (except for watercraft, lawn mowers, other gardening equipment, snow blowers, wheelchairs or scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability)
- camper units, truck caps, trailers or their equipment
- aircraft or their equipment
- motorised golf carts while in use as such on a golf course or while at any other location for repair or storage anywhere in the world
- outdoor trees, shrubs, plants, lawns or items grown for commercial purposes, unless the loss or damage is caused by fire, explosion, smoke or water damage.

Equipment includes audio, visual, recording or transmitting equipment powered by the electrical system of a motor vehicle or aircraft. Equipment does not include spare automobile parts.

### **SPECIAL LIMITS OF INSURANCE**

We insure:

- books, tools and instruments pertaining to a Business, profession or occupation, but only while on your premises, for an amount up to \$2,000 in all. Other business property, including samples and goods held for sale, is not insured.
- money, including cash cards or bullion up to \$200 in all
- watercraft, their furnishings, equipment, accessories and motors up to \$1,000 in all. These are insured only for Specified Perils and theft or attempted theft.
- garden type tractors including attachments and accessories, personal snow removal equipment including attachments and accessories up to \$1,000 in all
- spare automobile parts up to \$500 in all
- animals, birds or fish up to \$500 in all.

The following Special Limits of Insurance apply if the items described below are stolen:

- collectible cards (such as sports personality cards), numismatic property (such as coin collections), manuscripts, stamps and philatelic property (such as stamp collections) up to \$500 in all
- jewellery, watches, gems, fur garments and garments trimmed with fur up to \$1,000 in all
- each bicycle, its equipment and accessories up to \$250 in all
- personal property used by any student insured by this policy who is temporarily living away from home up to \$1,500 in all.

### **COVERAGE B – ADDITIONAL LIVING EXPENSE**

The amount of insurance for Coverage B is up to 20% of the amount of insurance noted on your Certificate of Insurance.

The periods of time stated below are not limited by the expiration of the policy.

**ADDITIONAL LIVING EXPENSE**

If, as a result of an Insured Peril, your dwelling is unfit for occupancy or you have to move out while repairs are being made, We insure any necessary increase in living expenses, including moving expenses incurred by you, so that your household can maintain its normal standard of living. Payment shall be for the reasonable time required to repair or rebuild Your dwelling or, if you permanently relocate, the reasonable time required for your household to settle elsewhere.

**PROHIBITED ACCESS**

If a civil authority prohibits access to your dwelling:

- (a) as a direct result of damage to neighbouring premises by an Insured Peril under this form, we insure any resulting Additional Living Expense for a period of not exceeding two (2) weeks; or
- (b) by order for mass evacuation as a direct result of a sudden and accidental event within Canada or the United States of America, we insure any resulting necessary and reasonable increase in living expense incurred by you for the period access is prohibited, not exceeding two (2) weeks.

You are not insured for any claim arising from evacuation resulting from:

- flood meaning waves, tides, tidal waves or the rising of, the breaking out of or the overflow of, any body of water, whether natural or man-made
- earthquake
- war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power
- terrorism
- any nuclear incident as defined in the Nuclear Liability Act or any other nuclear liability act, law
- or statute, or any law amendatory thereof or nuclear explosion, except for ensuing loss or damage which results directly from fire, lightning or explosion of natural, coal or manufactured gas
- contamination by radioactive material.

We do not insure the cancellation of a lease or agreement.

**EXTENSIONS OF COVERAGE****DAMAGE TO DWELLING**

You may apply up to \$500 of your personal property insurance to pay for damage, not including fire damage:

- to the portion of the dwelling you occupy as a private residence directly caused by theft or attempted theft
- to the interior of the portion of the dwelling you occupy as a private residence directly caused by vandalism or malicious acts
- to the portion of the dwelling you occupy as a private residence directly caused by vehicle impact while the vehicle is being operated by you.

**DEBRIS REMOVAL**

We will pay the cost of removing from your premises the debris of property insured which results from loss or damage insured by this form.

If the amount payable for loss, including expenses for debris removal, is greater than the amount of insurance noted on the Certificate of Insurance, an additional 5% of that amount will be available to cover debris removal expenses.



**PROPERTY REMOVED**

If you must remove insured property from your premises to protect it from loss or damage, it is insured by this form for thirty (30) days or until your policy period ends – whichever occurs first. The amount of insurance will be divided in the proportions that the value of the property removed bears to the value of all property at the time of loss.

**MOVING TO ANOTHER HOME**

We insure your personal property while in transit to and at another location in Canada which is to be occupied by you as your principal residence. Coverage applies for thirty (30) consecutive days commencing on the date personal property is removed from your principal dwelling, but not beyond the date the policy expires or is terminated. This coverage does not increase the amounts of insurance.

**FIRE DEPARTMENT CHARGES**

We will reimburse you for up to \$1,000 for fire department charges incurred for attending your premises to save or protect insured property from loss or damage, or further loss or damage insured against by this form. This coverage is not subject to a deductible.

**CHANGE OF TEMPERATURE**

We insure your personal property damaged by change of temperature resulting from physical damage to your dwelling or equipment by an Insured Peril. This only applies to personal property kept in the dwelling.

**FREEZER FOOD**

We will pay up to \$1,000 for loss or damage to food while contained in a freezer located on your premises caused by the accidental interruption of electrical power on or off the premises or by mechanical breakdown of the freezer. This coverage includes damage to the freezer when it is due to the insured food spoilage and reasonable expenses incurred by you to save and preserve the food from spoilage while your freezer is being repaired.

We do not insure:

- loss from spoilage caused by the operation of an electrical circuit breaker or fuse or by accidental or intentional disconnection of the power supply in the building containing the freezer
- expenses incurred in the acquisition of frozen food.

This coverage is not subject to a deductible.

**LOCK REPLACEMENT**

We will pay up to \$300 to replace or re-key, at our option, the locks on your principal residence if your keys are stolen, provided the theft is reported to the police or law enforcement agency having jurisdiction at the location of the theft within seventy-two (72) hours of discovery of the loss. This coverage is not subject to a deductible.

**ARSON CONVICTION REWARD**

We will pay \$1,000 for information which leads to a conviction for arson in connection with a fire loss to property insured by this form. This coverage may increase the amount otherwise applicable. However, the \$1,000 limit will not be increased regardless of the number of persons providing information. This coverage is not subject to a deductible.

**CREDIT OR DEBIT CARDS, FORGERY AND COUNTERFEIT MONEY**

We will pay for:

- your legal obligation under Canadian Law because of the unauthorised use by any person other than an insured of credit cards issued to you or registered in your name, provided you have complied with all the conditions under which the card was issued. We will pay for your

obligation arising from the use of a card by any person living in your household or any person entrusted with the card.

- loss caused by theft of debit or automated teller cards issued to you or registered in your name provided you have complied with all the conditions under which the card was issued. We will pay for your obligation arising from the use of a card by any person living in your household or any person entrusted with the card.
- loss to you caused by forgery or alteration of cheques, drafts or other negotiable instruments; and
- loss arising from your acceptance in good faith of counterfeit Canadian or United States paper currency up to \$100 for any one transaction.

The most we will pay under this coverage is \$1,000 during the policy period.  
This coverage is not subject to a deductible.

### **INSURED PERILS**

You are insured against all risks of direct physical loss or damage subject to the exclusions and conditions in this form.

### **NOTICE TO AUTHORITIES**

Where loss or damage is, or is suspected to be, due to malicious acts, burglary, robbery, theft or attempted theft, you must give immediate notice of such loss to the police or other law enforcement agency having jurisdiction.

### **EXCLUSIONS – SECTION I**

#### **PROPERTY NOT INSURED:**

- property at any fairground, exhibition or exposition for the purpose of exhibition
- any property illegally acquired, kept, stored or transported, or property subject to forfeiture evidences of debt or title
- lawns and outdoor trees, shrubs and plants

#### **LOSS OR DAMAGE NOT INSURED:**

- sporting equipment where the loss or damage is due to its use
- animals, birds or fish unless the loss or damage is caused by a Specified Peril other than Impact by aircraft or land vehicle
- any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire
- scratching, abrasion or chipping of any personal property or breakage of any fragile or brittle articles unless caused by a Specified Peril, accident to a land vehicle, watercraft or aircraft or theft or attempted theft
- wear and tear, deterioration, defect or mechanical breakdown
- the cost of making good faulty material or workmanship
- settling, expansion, contraction, moving, bulging, buckling or cracking

nor do we insure loss or damage:

- to outdoor radio and T.V. antennae (including satellite receivers) and their attachments caused by windstorm or hail, weight of ice, snow or sleet, or collapse
- occurring after the portion of your dwelling which you occupy has, to your knowledge, been vacant for more than thirty (30) consecutive days
- caused by any nuclear incident as defined in the Nuclear Liability Act, or any other nuclear liability act, law or statute, or any law amendatory thereof, or nuclear explosion, except for ensuing loss or damage which results directly from fire, lightning or explosion of natural, coal or manufactured gas.

- caused by contamination by radioactive material;
- caused by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power
- caused directly or indirectly, in whole or in part, by Terrorism or by any activity or decision of a government agency or other entity to prevent, respond to or terminate Terrorism regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage
- resulting from any intentional or criminal act or failure to act by:
  - any person insured by this policy; or
  - any other person at the direction of any person insured by this policy
 but this exclusion does not apply to any other insured who has not committed and is not involved in the intentional or criminal act
- to personal property undergoing any process or while being worked on, where the damage results from such process or work, but resulting damage to other property is insured
- caused by water unless the loss or damage resulted from:
  - the sudden and accidental escape of water from a watermain
  - the sudden and accidental escape of water or steam from within a plumbing, heating, sprinkler or air conditioning system or domestic water container, which is located inside your dwelling
  - the backing up or escape of water from a sewer, sump or septic tank
  - the sudden and accidental escape of water from a domestic water container located outside your dwelling, but such damage is not insured when the escape of water is caused by freezing; or
  - water which enters your dwelling through an opening which has been created suddenly and accidentally by a Specified Peril other than Water Damage

but we do not insure loss or damage:

- caused by freezing during the usual heating season;
  - within a heated portion of your dwelling if you have been away from your premises for more than four (4) consecutive days but you will still be insured if you had taken either of the following precautions:
    - arranged for a competent person to enter your dwelling each day you were away to ensure that heating was being maintained, or
    - shut off the water supply and had drained all the pipes and domestic water containers
  - within an unheated portion of your dwelling
    - caused by continuous or repeated seepage or leakage of water
    - caused by ground water or rising of the water table
    - caused by surface waters, unless the water escapes from a watermain or from a domestic water container located outside your dwelling
    - caused by shoreline ice build-up or by water-borne ice or other objects, all whether driven by wind or not
    - to a watermain
    - to a system or domestic water container from which the water escaped
    - occurring while the building is under construction or vacant even if we have given permission for construction or vacancy
    - flood meaning waves, tides, tidal waves or the rising of, the breaking out of or the overflow of, any body of water, whether natural or man-made
- caused by birds, vermin, raccoons, rodents or insects
- caused by smoke from agricultural smudging or industrial operations
- caused by snowslide, earthquake, landslide or any other earth movement. If any of these results in fire or explosion, we will pay only for the resulting loss or damage
- from the part of the dwelling rented to others, caused by theft or attempted theft by any tenant, tenant's employee, or member of the tenant's household

- caused by vandalism or malicious acts or glass breakage occurring while your dwelling is under construction or vacant even if permission for construction or vacancy has been given by us
- caused by theft or attempted theft of property in or from a dwelling under construction until the dwelling is completed and ready to be occupied
- caused by rust or corrosion, wet or dry rot, or by fungi or spores
- resulting from the release, discharge or dispersal of fuel oil
- resulting from a change in ownership of property that is agreed to, even if that change was brought about by trickery or fraud
- mysterious disappearance or shortage of any personal property
- resulting from theft without any signs of forced entry
- to data
- loss or damage caused directly or indirectly by Data Problem. However, if loss or damage caused by Data Problem results in the occurrence of further loss of or damage to property insured that is directly caused by fire, explosion, smoke, water damage, all as described Specified Perils, this exclusion shall not apply to such resulting loss or damage.

### **SPECIFIED PERILS**

Subject to the exclusions and conditions in this policy, Specified Perils means:

1. fire
2. lightning
3. explosion
4. smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the premises
5. falling object which strikes the exterior of a building
6. impact by aircraft or land vehicle
7. riot
8. vandalism or malicious acts, not including loss or damage caused by theft or attempted theft
9. water damage meaning damage caused by:
  - (a) the sudden and accidental escape of water from a watermain
  - (b) the sudden and accidental escape of water or steam from within a plumbing, heating, sprinkler or air conditioning system or domestic water container, which is located inside your dwelling
  - (c) the sudden and accidental escape of water from a domestic water container located outside your dwelling. However, such damage is not covered when the escape of water is caused by freezing
  - (d) water which enters your dwelling through an opening which has been created suddenly and accidentally by an insured peril
10. windstorm or hail
11. transportation meaning loss or damage caused by collision, upset, overturn, derailment, stranding or sinking of any automobile or attached trailer in which the insured property is being carried. This would also apply to any conveyance of a common carrier, but does not include loss or damage to property in a vacation or home trailer which you own.

### **BASIS OF CLAIM PAYMENT**

We will pay for insured loss of or damage to personal property and dwelling improvements and betterments as described below up to your financial interest in the property, but not exceeding the applicable amount(s) of insurance for any loss or damage arising out of one occurrence.

### **PERSONAL PROPERTY**

For electronic media, we will pay the cost of reproduction from duplicates or from originals of the previous generation of the media. We will not pay the cost of gathering or assembling information or data for reproduction.

For other records, including books of account, drawings or card index systems, we will pay the cost of blank books, pages, cards or other materials plus the cost of actually transcribing or copying the records.

For all other personal property we will pay the Actual Cash Value of the insured loss or damage at the date of occurrence up to your financial interest in the property but not exceeding the applicable limit(s) of insurance stated on the Certificate of Insurance.

**ACTUAL CASH VALUE**

The actual cash value will take into account such things as the cost of replacement less any depreciation, and in determining depreciation; we will consider the condition immediately before the damage the resale value and the normal life expectancy.

**NO BENEFIT TO BAILEE**

It is warranted by you that the insurance shall in no way be directly or indirectly to the benefit of any carrier or other bailee.

**PAIR AND SET**

In the case of loss or damage to any article(s) which is(are) part of a set, the measure of loss of or damage to such article(s) will be a reasonable and fair proportion of the total value of the set, but in no event will such loss or damage be construed to mean total loss of the set.

**PARTS**

In the case of loss or damage to any part of the insured property consisting when complete for use of several parts, we will not pay for more than the insured value of the part lost or damaged, including the cost of installation.

**DEDUCTIBLE**

We are responsible only for the amount by which the loss or damage caused by any of the Insured Perils exceeds the amount of the deductible shown on the Certificate of Insurance in any one occurrence.

If your claim involves personal property on which the Special Limits of Insurance apply, the limitations apply to losses exceeding the deductible amount.

**AMOUNTS NOT REDUCED**

Any loss or damage shall not reduce the amounts of insurance provided by this policy.

**SUBROGATION**

We will be entitled to assume all your rights of recovery against others and bring action in your name to enforce these rights when we make payment or assume liability under this policy.

If such action does not fully indemnify both you and us, the amount we do recover will be divided between you and us in the proportion to which the loss or damage has been borne by each of us.

Your right to recover from us is not affected by any release from liability entered into by you prior to loss.

**DUTIES AFTER LOSS**

- After submission of the Proof of Loss in respect of a loss which may be insured under Section I each of you may be required separately to:
  - submit to examination under oath,
  - produce for examination all documents in your possession or control that relate to the application for insurance and Proof of Loss, and
  - permit extracts and copies of such documents to be made, all at a reasonable place and time designated by us.

## STATUTORY CONDITIONS

All of the conditions set out under the title Statutory Conditions apply with respect to all of the perils insured under Section I; except that these conditions may be modified or supplemented by the provisions of the said Section I, or by forms or endorsements which modify Section I.

## SECTION II - LIABILITY COVERAGE DEFINITIONS FOR TERMS USED THROUGHOUT THIS SECTION

**Bodily Injury** means bodily injury, sickness or disease, disability, shock, mental anguish, mental injury or resulting death.

**Business** means any continuous or regular pursuit undertaken for financial gain including a trade, profession or occupation. Employment shall be deemed business only where;

- an insured is sole owner or a partner in such business; or
- activities in the course of such employment cause bodily injury to a fellow employee; or
- bodily injury is sustained by a pupil arising out of corporal punishment administered by or at the direction of an Insured as a teacher.

**Business Property** means property on which a business is conducted, property rented in whole or in part to others, or held for rental.

**Certificate of Insurance** in this Section has the same meaning as in Section I.

**Dangerous Dogs** means Pit bull terrier; Japanese tosa; Dogo argentino; Fila brasileiro or any other breed deemed to be dangerous under Canadian law.

**Data Problem** means:

- erasure, destruction, corruption, misappropriation, misinterpretation of Data
- error in creating, amending, entering, deleting or using Data; or
- inability to receive, transmit or use Data.

**Fungus** includes, but is not limited to, any form or type of mold, mushroom or mildew

**Insured** in this Section has the same meaning as in Section I. In addition, we will insure:

- any person or organisation legally liable for damages caused by an animal owned by you and to which this insurance applies
- your legal representative having temporary custody of the insured premises if you die while insured by this form for legal liability arising out of the premises; and
- any person who is insured by this form at the time of your death and who continues residing on the premises.

**Legal Liability** means responsibility which courts recognise and enforce between persons who sue one another.

**Premises** means all premises where the person(s) named as Insured on the Certificate of Insurance, or his or her spouse, maintains a residence.

It also includes:

- premises where you are residing temporarily or which you are using temporarily, in the event that your main residence is temporarily uninhabitable, as long as you are not:
  - the owner of the premises
  - the lessee or tenant of the premises under any agreement which is longer than 90 consecutive days

- Social Housing premises in Canada to be occupied by you as your principal residence from the date you take possession, but not beyond the earliest of:
  - 30 consecutive days
  - the date the policy expires or is terminated
  - the date upon which specific liability insurance is arranged for such premises;
- individual or family cemetery plots or burial vaults.

**Pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals, pesticides, herbicides, waste (materials to be recycled, reconditioned or reclaimed), whether from agricultural smudging or industrial operations or any other source.

**Property Damage** means:

- physical damage to, or destruction of, tangible property; and
- loss of use of tangible property.

**Spore** means any reproductive body produced by or arising out of any fungus

**Terrorism** in this Section has the same meaning as in Section I.

**Unit** in this Section has the same meaning as in Section I.

**We or us or our** in this Section each has the same meaning as in Section I.

**You or Your** in this Section each refers to the Insured.

### COVERAGES

The amounts of insurance are shown on the Certificate of Insurance.

This insurance applies:

- to accidents or occurrences which take place during the period this policy is in force
- separately to each insured against whom the claim is made or action is brought.

### COVERAGE C – PERSONAL LIABILITY

This is the part of the policy you look to for protection if you are sued.

We will pay all sums which you become legally liable to pay as compensatory damages because of unintentional bodily injury or property damage arising out of:

- your personal actions anywhere in Canada
- your ownership, use or occupancy of the premises defined in Section II.

We will not pay for any fines, penalties, punitive damages, exemplary damages or any other sum over and above actual compensatory damages.

The amount of insurance shown on the Certificate of Insurance is the maximum amount we will pay for all compensatory damages in respect of one accident or occurrence regardless of the number of insureds against whom claims are made or actions are brought.

Defence costs and supplementary expense payments as described under Defence, Settlement, Supplementary Payments are in addition to the amount of insurance.

We do not insure claims made against you arising from:

- liability you have assumed by contract unless your legal liability would have applied even if no contract had been in force, but we do insure claims made against you for the legal liability of other persons in relation to your premises that you have assumed under a written contract
- damage to property owned by an insured
- damage to property used, occupied, leased or rented by or in the care, custody or control of an insured, except for unintentional property damage to premises owned by others, or their contents, which you are using, renting or have in your custody or control caused by fire,

explosion, water damage or smoke. This means smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the premises, but not smoke from fireplaces. Water Damage has the same meaning as in Section I

- damage to personal property or fixtures as a result of work done on them by you or anyone on your behalf
- bodily injury to you or to any person residing in your household
- the personal actions of a named insured who does not reside on the premises described on the Certificate of Insurance.

Other exclusions apply to all Coverages under Section II. Please refer to Exclusions – Section II.

### **DEFENCE, SETTLEMENT, SUPPLEMENTARY PAYMENTS**

If a claim is made against you for which you are insured under Coverage E, we will defend you, even if the claim is groundless, false or fraudulent. We reserve the right to select legal counsel, investigate, negotiate and settle any claim if we decide this is appropriate. We will pay only for the legal counsel we select.

We will also pay:

- all expenses which we incur
- all costs charged against you in any suit insured under Coverage E
- any interest accruing before and after judgment on that part of the judgment which is within the amount of insurance of Coverage E
- premiums for appeal bonds required in any insured lawsuit involving you and bonds to release any property that is being held as security, up to the amount of insurance, but we are not obligated to apply for or provide these bonds
- expenses which you have incurred for emergency medical or surgical treatment to others following an accident or occurrence insured by this form
- reasonable expenses including actual loss of income up to \$100 per day, which you incur at our request.

These expenses and payments are in addition to the insurance limits indicated on your Certificate of Insurance.

### **WHAT YOU MUST DO AFTER AN ACCIDENT OR OCCURRENCE**

- When an accident or occurrence takes place, you must promptly give us notice (in writing if requested by us).
- The notice must include
  - the date, time, place and circumstances of the accident or occurrence
  - names and addresses of witnesses and potential claimants.
- You must also:
  - co-operate with us in any legal actions including obtaining witnesses, information and evidence about the accident or occurrence, if we ask you
  - immediately send to us legal documents and any other written communications you receive concerning the accident or occurrence.

### **ACTION AGAINST US**

No suit may be brought against us:

- until you have fully complied with all the terms of this Coverage, nor until the amount of your obligation to pay has been finally determined, either by a judgment against you or by an agreement which has our consent
- more than one year after either the date of an agreement which has our consent or of the final determination of the action against you, including appeals, if any.



**UNAUTHORISED SETTLEMENTS**

You shall not, except at your cost, voluntarily make any payment, assume any obligations or incur expenses, other than first aid expenses necessary at the time of accident.

**COVERAGE D – VOLUNTARY MEDICAL PAYMENTS**

We will pay reasonable medical expenses incurred within one year of the date of the accident, if you unintentionally injure another person or if they are accidentally injured on your premises. This coverage is available even though you are not legally liable. Medical expenses include surgical, dental, hospital, nursing, ambulance services and funeral expenses.

The amount of CAD 1,000 is the maximum amount we will pay for each person in respect of one accident or occurrence.

We will not pay:

- expenses covered by any medical, dental, surgical or hospitalisation plan or law, or under any other insurance contract
- your medical expenses or those of persons residing with you,
- medical expenses of any person covered by any Workers' Compensation Statute.

Other exclusions apply to all Coverages under Section II. Please refer to EXCLUSIONS – SECTION II.

**WHAT YOU MUST DO AFTER AN ACCIDENT OR OCCURRENCE**

When an accident or occurrence takes place, you must promptly give us notice (in writing if requested by us).

The notice must include:

- the date, time, place and circumstances of the accident or occurrence including the name and address of each injured person
- names and addresses of witnesses.
- If requested by us, you must arrange for the injured person(s) to:
- give us written proof of claim as soon as possible, under oath if required
- submit to physical examination at our expense by doctors we select as often as we may reasonably require
- authorise us to obtain medical and other records.

Proofs and authorisation may be given by someone acting on behalf of the injured person.

**ACTION AGAINST US**

No suit may be brought against us until you have fully complied with all the terms of this Coverage.

**COVERAGE E – VOLUNTARY PAYMENT FOR DAMAGE TO PROPERTY**

We will pay for unintentional direct damage you cause to property even though you are not legally liable. You may also use this coverage to reimburse others for direct property damage caused intentionally by an Insured 12 years of age or under.

We do not insure:

- damage to property owned or rented by an insured or an insured's tenant
- damage to property which is insured under Section I
- claims resulting from the loss of use, disappearance or theft of property
- claims resulting from the ownership, use or operation of any motorised vehicle, trailer or watercraft except those for which coverage is provided in SPECIAL LIMITATIONS (shown in this policy).

Other exclusions apply to all Coverages under Section II. Please refer to Exclusions – Section II.

### **BASIS OF PAYMENT**

We will pay whichever is the lower amount of:

- what it would cost to repair or replace the property with materials of similar quality at the time of loss
- CAD 500

We may pay for the loss in money or may repair or replace the property, and may settle any claim for loss of property either with you or the owner of the property. We may take over any salvage if we wish.

### **WHAT YOU MUST DO AFTER AN ACCIDENT OR OCCURRENCE**

You must give us a written proof of claim as soon as possible, under oath if required, containing the following information:

- the date, time, place and circumstances of the accident or occurrence
- the interest of all persons in the property affected.

If requested by us you must help us to verify the damage.

### **ACTION AGAINST US**

No suit may be brought against us until:

- you have fully complied with all the terms of this Coverage; nor
- 60 days after the written proof of claim has been filed with us.

### **SPECIAL LIMITATIONS**

The following special limitations apply subject to the terms, conditions and exclusions of the policy.

#### **MOTORISED VEHICLES YOU OWN**

You are insured against claims arising out of your ownership, use or operation of:

- self-propelled lawn mowers, snow blowers, garden-type tractors of not more than 19kW (25 H.P.)
- motorised wheelchairs, including motorised scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability.

#### **MOTORISED VEHICLE USES WE DO NOT INSURE**

We do not insure the use or operation of any motorised vehicle, whether owned by you or not, while it is:

- used for carrying passengers for compensation
- used for business purposes
- used in any race or speed test
- rented to others
- being used or operated without the owner's consent if you are not the owner.

We do not insure damage to the motorised vehicle itself.

#### **TRAILERS**

We insure you against claims arising out of your ownership, use or operation of any trailer or its equipment, provided such trailer is not attached to, carried on or being towed by a motorised vehicle subject to motor vehicle registration.

## EXCLUSIONS – SECTION II

We do not insure claims arising from:

- war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power
- 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
- business pursuits or any business use of the premises
- the rendering or failure to render any professional service
- liability imposed upon or assumed by you under any workers' compensation statute
- bodily injury or property damage caused by any intentional or criminal act or failure to act by:
  - any person insured by this policy; or
  - any other person at the direction of any person insured by this policy
- but this exclusion does not apply to any other insured who has not committed and is not involved in the intentional or criminal act
- any sexual, physical, psychological or emotional abuse, molestation or harassment or corporal punishment
- Bodily injury, property damage, costs or expenses related to or arising from any 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. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the loss.
- liability, claims, costs or expenses arising directly or indirectly, out of or caused by, through or in connection with Dangerous dogs.
- 1. Personal Injury or Property Damage arising out of, resulting from, caused or contributed to, directly or indirectly by (a) any "fungus" or "spore" or (b) any substance, vapour or gas produced by or arising out of any "fungus" or "spore". This includes, but is not limited to, any metabolite such as a mycotoxin or a volatile organic compound; or (c) any: (i) Material, product, building or structure, including components thereof; or (ii) Concentration of water, moisture, humidity or other liquids on or within such items in (c)(i) above that contains, harbors, nurtures or acts as a medium for growth of any "fungus" or "spore". But this only applies to the extent that any of the items in (c)(i) or (c)(ii) above results in, cause or contribute concurrently or in any sequence to such injury or damage described in (a) or (b) above.
- 2. Costs for testing for, monitoring, abatement, mitigation, removal, remediation or disposal of any of the items described in 1. above;
- 3. Other cause or event to the extent that it contributed concurrently or in any sequence to such injury, damage or costs described in items 1. or 2. above
- 4. Supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with items 1. , 2. or 3. above; and
- 5. Obligation to share damages with or repay someone else who must pay damages because of such injury or damage.
- failure of any person insured by this policy to take steps to prevent sexual, physical, psychological or emotional abuse, molestation or harassment or corporal punishment
- the transmission of communicable disease by any person insured by this policy
- the ownership, use or operation of any motorised vehicle or trailer except as provided under Motorised Vehicles and Trailers in Section II
- the ownership, use or operation of:
  - any aircraft
  - premises used as an airport or landing facility

and all activities related to either

- data
- loss or damage caused directly or indirectly by Data Problem. However, if loss or damage caused by Data Problem results in the occurrence of further loss of or damage to property

insured that is directly caused by fire, explosion, smoke, water damage, all as described Specified Perils, this exclusion shall not apply to such resulting loss or damage.

In addition, we do not insure any claim that arises 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.

### **INSURANCE UNDER MORE THAN ONE POLICY**

If you have other insurance which applies to a loss or claim, or would have applied if this policy did not exist, this policy will be considered excess insurance and we will not pay any loss or claim until the amount of such other insurance is used up.

### **STATUTORY CONDITIONS**

#### **1. Misrepresentation**

If a person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the insurer in order to enable it to judge of the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

#### **2. Property of Others**

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

#### **3. Change of Interest**

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

#### **4. Material Change**

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

#### **5. Termination**

- (1) This contract may be terminated:
  - a) by the insurer giving to the insured fifteen days notice of termination by registered mail or five days written notice of termination personally delivered
  - b) by the insured at any time on request
- (2) Where this contract is terminated by the insurer,
  - a) the insurer shall refund the excess of premium actually paid by the insured over the pro rata premium for the expired time, but, in no event, shall the pro rata premium for the expired time be deemed to be less than any minimum retained premium specified; and
  - b) the refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount in which case the refund shall be made as soon as practicable
- (3) Where this contract is terminated by the insured, the insurer shall refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.

- (4) The refund may be made by money, postal or express company money order or cheque payable at par.
- (5) The fifteen days mentioned in clause (1) (a) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed. In British Columbia and Alberta, the fifteen day period referred to starts to run on the day the registered letter or notification of it is delivered to the insured's postal address.

### **6. Requirements After Loss**

- (1) Upon the occurrence of any loss of or damage to the insured property, the insured shall, if the loss or damage is covered by the contract, in addition to observing the requirements of conditions 9, 10 and 11:
  - a) forthwith give notice thereof in writing to the insurer
  - b) deliver as soon as practicable to the insurer a proof of loss verified by a statutory declaration
    - (i) giving a complete inventory of the destroyed and damaged property and showing in detail quantities, costs, actual cash value and particulars of amount of loss claimed
    - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes
    - (iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured
    - (iv) showing the amount of other insurances and the names of other insurers
    - (v) showing the interest of the insured and of all others in the property with particulars of all liens, encumbrances and other charges upon the property
    - (vi) showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract
    - (vii) showing the place where the property insured was at the time of loss
  - c) if required, give a complete inventory of undamaged property and showing in detail quantities, cost and actual cash value
  - d) if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other contract
- (2) The evidence furnished under clauses (1) (c) and (d) of this condition shall not be considered proofs of loss within the meaning of conditions 12 and 13.

### **7. Fraud**

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

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

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

### **9. Salvage**

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

**10. Entry, Control, Abandonment**

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

**11. Appraisal**

In the event of disagreement as to the value of the property insured, the property saved or the amount of the loss, those questions shall be determined by appraisal as provided under the Insurance Act before there can be any recovery under this contract whether the right to recover on the contract is disputed or not, and independently of all other questions. There shall be no right to an appraisal until a specific demand therefore is made in writing and until after proof of loss has been delivered.

**12. When Loss Payable**

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

**13. Replacement**

- (1) The insurer, instead of making payment, may repair, rebuild, or replace the property damaged or lost giving written notice of its intention to do so within thirty days after receipt of the proofs of loss.
- (2) In that event the insurer shall commence to so repair, rebuild, or replace the property within forty-five days after receipt of the proofs of loss, and shall thereafter proceed with all due diligence to the completion thereof

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

Every action or proceeding against the insurer for the recovery of a claim under or by virtue of this contract is absolutely barred unless commenced within one year next after the loss or damage occurs (two years in British Columbia, Alberta, Manitoba and Yukon).

**15. Notice (14. in Saskatchewan)**

Any written notice to the insurer may be delivered at, or sent by registered mail to the chief agency or head office of the insurer in the Province. Written notice may be given to the insured named in the contract by letter personally delivered to him or by registered mail addressed to him at his latest post office address as notified to the insurer. In this condition, the expression "registered" means registered in or outside Canada.

Attaching to and forming part of Group Policy Number: 14-433-1-0000

## **MODIFICATION TO COVERAGE C – PERSONAL LIABILITY**

It is hereby understood and agreed that in **COVERAGE C – PERSONAL LIABILITY** the section beginning with “We **do not insure** claims made against you arising from” and ending with “Other exclusions apply to all Coverages under Section II. Please refer to Exclusions – Section II.” is deleted in its entirety and replaced with the following:

We **do not insure** claims made against you arising from:

- liability you have assumed by contract unless your legal liability would have applied even if no contract had been in force.
- damage to property owned by an insured
- damage to property used, occupied, leased or rented by or in the care, custody or control of an insured, except for unintentional property damage to premises owned by others who do not occupy the same premises, or their contents, which you are using, renting or have in your custody or control caused by fire, explosion, water damage or smoke. This means smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the premises, but not smoke from fireplaces. Water Damage has the same meaning as in Section I
- damage to personal property or fixtures as a result of work done on them by you or anyone on your behalf
- bodily injury to you or to any person residing in your household
- the personal actions of a named insured who does not reside on the premises described on the Certificate of Insurance.

Other exclusions apply to all Coverages under Section II. Please refer to Exclusions – Section II.

**EXCEPT AS OTHERWISE STATED, ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

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## **FORMS ATTACHED**

### **Lloyd's Clauses**

- Jurisdiction Clause
- Sanction Limitation and Exclusion Clause LMA3100
- Microorganism Exclusion Absolute LMA5018
- War and Terrorism Exclusion NMA 2918
- Radioactive Contamination exclusion Clause LMA 5198
- Seepage & Pollution, Land, Air Water Exclusion & Debris Removal Endorsement NMA2340
- Electronic Date Recognition Exclusion (EDRE) NMA 2802
- Biological or Chemical Materials Exclusion NMA2962
- Several Liability Notice LSW1001 INS
- Property Cyber & Data Exclusion LMA 5401
- Communicable Disease Endorsement LMA5393
- Lloyd's Underwriters' Policyholders Complaint Protocol LSW1542F
- Notice Concerning Personal Information LSW1543C
- Statutory Conditions (Canadian Fire) LSW1193A





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**JURISDICTION CLAUSE**

In respect of Canadian Insured's all insurances bound hereunder shall be subject to the law and jurisdiction of a Canadian province and territory as determined by the relevant Insurance Act(s)

**SANCTION LIMITATION AND EXCLUSION CLAUSE**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

LMA3100  
15 September 2010

**MICROORGANISM EXCLUSION (Absolute)**

This Policy does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to:

mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is (i) any physical loss or damage to insured property; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This Exclusion replaces and supersedes any provision in the Policy that provides insurance, in whole or in part, for these matters.

LMA5018  
14/09/2005

**WAR AND TERRORISM EXCLUSION ENDORSEMENT**

*If "Political Risk Coverage" is elected and identified on the Declaration or Coverage Summary page, this Endorsement is not applicable.*

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- (1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (2) any act of terrorism.



For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

NMA2918  
08/10/2001

#### **RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE**

1. Notwithstanding any provision to the contrary within this reinsurance agreement or any endorsement thereto, this reinsurance agreement excludes any loss, liability, cost or expense, or any other amount incurred by or accruing to the reinsured, whether as insurer or reinsurer, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with:
  - 1.1. irradiation or contamination by Nuclear Material; or
  - 1.2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
  - 1.3. any device or weapon employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter.

#### **Definitions**

2. Nuclear Material means:
  - 2.1. Nuclear Fuel; or
  - 2.2. where the United States Atomic Energy Act of 1954 as amended applies:
    - 2.2.1. special nuclear material; or
    - 2.2.2. source material; or
    - 2.2.3. by-product material;
    - 2.2.4. as defined in the Atomic Energy Act of 1954 as amended; or
  - 2.3. where the Canadian Nuclear Liability Act R.S.C., 1985, c. N-28 or any law amendatory thereof applies:



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- 2.3.1. any material, other than thorium or natural or depleted uranium uncontaminated by significant quantities of fission products, that is capable of releasing energy by a self-sustaining chain process of nuclear fission;
  - 2.3.2. radioactive material produced in the production or utilization of material referred to in paragraph 2.3.1; and
  - 2.3.3. material made radioactive by exposure to radiation consequential on or incidental to the production or utilization of material referred to in paragraph 2.3.1; or
- 2.4. in respect of any territory where the United States Atomic Energy Act of 1954 as amended and the Canadian Nuclear Liability Act R.S.C., 1985, c. N-28 or any law amendatory thereof do not apply, any other radioactive material (including but not limited to radioactive products and waste).
3. Nuclear Fuel means any material, other than natural uranium or depleted uranium, capable of releasing nuclear energy by nuclear fission or otherwise, either alone or in conjunction with any other material.

LMA5198  
27 September 2012

**SEEPAGE & POLLUTION, LAND, AIR WATER EXCLUSION & DEBRIS REMOVAL ENDORSEMENT**

**LAND, WATER AND AIR EXCLUSION**

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other Endorsement which forms part of this Policy), this Policy does not insure land (including but not limited to land on which the insured property is located), water or air, howsoever and wherever occurring, or any interest or right therein.

**SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION**

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other Endorsement which forms part of this Policy), this Policy does not insure:

- (a) any loss, damage, cost or expense, or
- (b) any increase in insured loss, damage, cost or expense, or
- (c) any loss, damage, cost, expense, fine or penalty, which is incurred, sustained or imposed by order, direction, instruction or request of, or by any agreement with, any court, government agency or any public, civil or military authority, or threat thereof, (and whether or not as a result of public or private litigation),

which arises from any kind of seepage or any kind of pollution and/or contamination, or threat thereof, whether or not caused by or resulting from a peril insured, or from steps or measures taken in connection with the avoidance, prevention, abatement, mitigation, remediation, clean-up or removal of such seepage or pollution and/or contamination or threat thereof.

The term "any kind of seepage or any kind of pollution and/or contamination" as used in this Endorsement includes (but is not limited to):

- (a) seepage of, or pollution and/or contamination by, anything, including but not limited to, any material designated as a "hazardous substance" by the United States Environmental Protection Agency or as a "hazardous material" by the United States Department of Transportation, or defined as a "toxic substance" by the Canadian Environmental Protection Act for the purposes of Part II of that Act, or any substance designated or defined as toxic, dangerous,



hazardous or deleterious to persons or the environment under any other Federal, State, Provincial, Municipal or other law, ordinance or regulation; and

- (b) the presence, existence, or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

#### DEBRIS REMOVAL ENDORSEMENT

THIS ENDORSEMENT CONTAINS PROVISIONS WHICH MAY LIMIT OR PREVENT RECOVERY UNDER THIS POLICY FOR LOSS WHERE COSTS OR EXPENSES FOR DEBRIS REMOVAL ARE INCURRED.

Nothing contained in this Endorsement shall override any Seepage and/or Pollution and/or Contamination Exclusion or any Radioactive Contamination Exclusion or any other Exclusion applicable to this Policy.

Any provision within this Policy (or within any other Endorsement which forms part of this Policy) which insures debris removal is cancelled and replaced by the following:

1. In the event of direct physical damage to or destruction of property, for which Underwriters hereon agree to pay, or which but for the application of a deductible or underlying amount they would agree to pay (hereinafter referred to as "Damage or Destruction"), this Policy also insures, within the Sum Insured, subject to the limitations and method of calculation below, and to all the other terms and conditions of the Policy, costs or expenses;
  - (a) which are reasonably and necessarily incurred by the Assured in the removal, from the premises of the Assured at which the Damage or Destruction occurred, of debris which results from the Damage or Destruction; and
  - (b) of which the Assured becomes aware and advises the amount thereof to Underwriters hereon within one year of the commencement of such Damage or Destruction.
2. In calculating the amount, if any, payable under this Policy for loss where costs or expenses for removal of debris are incurred by the Assured (subject to the limitations in paragraph 1 above):
  - (a) the maximum amount of such costs or expenses that can be included in the method of calculation set out in (b) below shall be the greater of CAD \$25,000 (twenty-five thousand dollars) or 10% (ten percent) of the amount of the Damage or Destruction from which such costs or expenses result; and
  - (b) the amount of such costs or expenses as limited in (a) above shall be added to:
    - (i) the amount of the Damage or Destruction; and
    - (ii) all other amounts of loss, which arise as a result of the same occurrence, and for which Underwriters hereon also agree to pay, or which but for the application of a deductible or underlying amount they would agree to pay; and

the resulting sum shall be the amount to which any deductible or underlying amount to which this Policy is subject and the limit (or applicable sub-limit) of this Policy, shall be applied.

NMA2340  
24/11/1988



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**ELECTRONIC DATE RECOGNITION EXCLUSION (EDRE)**

This policy does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

- a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not; or
- b) any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

EDRE  
NMA2802  
17/12/1997

**BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION**

It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

NMA2962  
06/02/2003

**SEVERAL LIABILITY NOTICE**

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

LSW1001 (Insurance)  
(08/94)



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**PROPERTY CYBER AND DATA EXCLUSION**

- 1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
  - 1.1 Cyber Loss;
  - 1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;  
  
regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 3 This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

**Definitions**

- 4 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
- 5 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- 6 Cyber Incident means:
  - 6.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
  - 6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- 7 Computer System means:
  - 7.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility,  
  
owned or operated by the Insured or any other party.
- 8 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

LMA5401  
11 November 2019

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## **COMMUNICABLE DISEASE ENDORSEMENT**

(For use on property policies)

1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
  - 2.1. for a Communicable Disease, or
  - 2.2. any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - 3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the policy remain the same.

LMA5393

25 March 2020



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## LLOYD'S UNDERWRITERS' POLICYHOLDERS' COMPLAINT PROTOCOL

Lloyd's strives to enhance your customer experience with us through superior service and innovative insurance products.

We have developed a formal complaint handling protocol in accordance with the Insurance Companies Act of Canada to ensure your concerns as our valued customer are addressed expeditiously by our representatives. This protocol will assist you in understanding the steps we will undertake to help resolve any dispute which may arise with our product or service. All complaints will be handled in a professional manner. All complaints will be investigated, acted upon, and responded to in writing or by telephone by a Lloyd's representative promptly after the receipt of the complaint. If you are not satisfied with our products or services, you can take the following steps to address the issue:

- Firstly, please contact the broker who arranged the insurance on your behalf about your concerns so that he or she may have the opportunity to help resolve the situation.
- If your broker is unable to help resolve your concerns, we ask that you provide us in writing an outline of your complaint along with the name of your broker and your policy number.

Please forward your complaint to:

### Lloyd's Underwriters

Attention: Complaints Officer:

1155 rue Metcalfe, Suite 2220, Montréal (Québec) H3B 2V6

Tel: 1-877-455-6937 - Fax: (514) 861-0470

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

Your complaint will be directed to the appropriate business contact for handling. They will write to you within two business days to acknowledge receipt of your complaint and to let you know when you can expect a full response. If need be, we will also engage internal staff in Lloyd's Policyholder and Market Assistance Department in London, England, who will respond directly to you, and in the last stages, they will issue a final letter of position on your complaint.

In the event that your concerns are still not addressed to your satisfaction, you have the right to continue your pursuit to have your complaint reviewed by the following organizations:

**General Insurance OmbudService (GIO):** assists in the resolution of conflicts between insurance customers and their insurance companies. The GIO can be reached at:

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec clients:**



**Autorité des marchés financiers (AMF):** The regulation of insurance companies in Quebec is administered by the AMF. If you remain dissatisfied with the manner in which your complaint has been handled, or with the results of the complaint protocol, you may send your complaint to the AMF who will study your file and who may recommend mediation, if it deems this action appropriate and if both parties agree to it. The AMF can be reached at

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If you have a complaint specifically about Lloyd's Underwriters' complaints handling procedures you may contact the FCAC.

**Financial Consumer Agency of Canada (FCAC)** provides consumers with accurate and objective information about financial products and services, and informs Canadians of their rights and responsibilities when dealing with financial institutions. FCAC also ensures compliance with the federal consumer protection laws that apply to banks and federally incorporated trust, loan and insurance companies. The FCAC does not get involved in individual disputes. The FCAC can be reached at:

427 Laurier Avenue West, 6th Floor, Ottawa ON K1R 1B9

Services in English: 1-866-461-FCAC (3222)

Services in French: 1-866-461-ACFC (2232)

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

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LSW1542F



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## NOTICE CONCERNING PERSONAL INFORMATION

### How we use your information

By purchasing insurance from certain Underwriters at Lloyd's, London ("Lloyd's"), a customer provides Lloyd's with his or her consent to the collection, use and disclosure of personal information. Consent is subject to the customer's understanding of the nature, purpose and consequences of the collection, use or disclosure of their personal information.

Information is collected and stored for the following purposes:

- the communication with Lloyd's policyholders
- the underwriting of policies
- the evaluation of claims
- the analysis of business results
- purposes required or authorized by law

### What personal information we collect about you

We collect, process and store the following personal information about you:

- Name
- Address including postal code and country
- Policy number
- Claim number
- Credit card details
- Bank account details

We also collect information about you when you visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online Privacy & Cookies policy at <http://www.lloyds.com/common/privacy-and-cookies-statement>.

We will not use your personal information for marketing purposes and we will not sell your personal information to other parties.

### Who we disclose your information to

For the purposes identified, personal information may be disclosed to Lloyd's related or affiliated organisations or companies, their agents/mandataires, and to certain non-related or unaffiliated organisations or companies, including service providers. These entities may be located outside Canada therefore a customer's information may be processed in a foreign jurisdiction (the United Kingdom and the European Union) and their information may be accessible to law enforcement and national security authorities of that jurisdiction.

### Disclosure without consent

The following are reasonable grounds to permit the disclosure of personal information without the knowledge or consent of a customer:

- Detecting or suppressing fraud
- Investigating or preventing financial abuse
- For communication with the next to kin or authorized representative of an injured, ill or deceased individual

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- Investigating a breach of an agreement or a contravention of the laws of Canada or a foreign jurisdiction
  - Witness statement necessary to assess, process or settle insurance claims
  - Information produced in the course of employment and the disclosure is consistent with the purpose it was produced for

#### **How to access your information and/or contact us**

To access and request correction or deletion of your information, or to obtain written information about Lloyd's policies and practices in respect of service providers located outside Canada, please contact the Ombudsman at [info@loyds.ca](mailto:info@loyds.ca). The Ombudsman will also answer customer's questions about the collection, use, disclosure or storage of their personal information by such Lloyd's service providers.

Further information about Lloyd's personal information protection policy may be obtained from the customer's broker or by contacting Lloyd's on: 514 861 8361, 1 877 455 6937, or through [info@loyds.ca](mailto:info@loyds.ca).

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LSW1543C



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## CONDITIONS

The conditions as set out below apply to all of the perils insured by this policy either as STATUTORY CONDITIONS or as contractual conditions as the law may require.

### STATUTORY CONDITIONS/CONDITIONS

#### Misrepresentation

1. If a person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the insurer in order to enable it to judge of the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

#### Property of Others

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

#### Change of Interest

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

#### Material Change

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

#### Termination

5.
  1. This contract may be terminated,
    - (a) by the insurer giving to the insured fifteen days' notice of termination by registered mail or five days' written notice of termination personally delivered;
    - (b) by the insured at any time on request.
  2. Where this contract is terminated by the insurer,
    - (a) the insurer shall refund the excess of premium actually paid by the insured over the *pro rata* premium for the expired time, but, in no event, shall the *pro rata* premium for the expired time be deemed to be less than any minimum retained premium specified; and
    - (b) the refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.

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

## Requirements After Loss

6. 1. Upon the occurrence of any loss of or damage to the insured property, the insured shall, if the loss or damage is covered by the contract, in addition to observing the requirements of conditions 9, 10 and 11,
  - (a) forthwith give notice thereof in writing to the insurer;
  - (b) deliver as soon as practicable to the insurer a proof of loss verified by a statutory declaration,
    - (i) giving a complete inventory of the destroyed and damaged property and showing in detail quantities, costs, actual cash value and particulars of amount of loss claimed,
    - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
    - (iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured,
    - (iv) showing the amount of other insurances and the names of other insurers,
    - (v) showing the interest of the insured and of all others in the property with particulars of all liens, encumbrances and other charges upon the property,
    - (vi) showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract,
    - (vii) showing the place where the property insured was at the time of loss;
  - (c) if required, give a complete inventory of undamaged property and showing in detail quantities, cost, actual cash value;
  - (d) if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other contract.
2. The evidence furnished under clauses 1(c) and (d) of this condition shall not be considered proofs of loss within the meaning of conditions 12 and 13.

## Fraud

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

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## Who May Give Notice and Proof

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

## Salvage

9.
  1. The insured, in the event of any loss or damage to any property insured under the contract, shall take all reasonable steps to prevent further damage to such property so damaged and to prevent damage to other property insured hereunder including, if necessary, its removal to prevent damage or further damage thereto.
  2. The insurer shall contribute *pro rata* towards any reasonable and proper expenses in connection with steps taken by the insured and required under subparagraph (1) of this condition according to the respective interests of the parties.

## Entry, Control, Abandonment

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

## Appraisal

11. In the event of disagreement as to the value of the property insured, the property saved or the amount of the loss, those questions shall be determined by appraisal as provided under the *Insurance Act* before there can be any recovery under this contract whether the right to recover on the contract is disputed or not, and independently of all other questions. There shall be no right to an appraisal until a specific demand therefor is made in writing and until after proof of loss has been delivered.

## When Loss Payable

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

## Replacement

13.
  1. The insurer, instead of making payment, may repair, rebuild, or replace the property damaged or lost, giving written notice of its intention so to do within thirty days after receipt of the proofs of loss.
  2. In that event the insurer shall commence to so repair, rebuild, or replace the property within forty-five days after receipt of the proofs of loss, and shall thereafter proceed with all due diligence to the completion thereof.



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**Action**

14. Every action or proceeding against the insurer for the recovery of a claim under or by virtue of this contract is absolutely barred unless commenced within one year\* next after the loss or damage occurs.

\* Two years in the Province of Manitoba and the Northwest and Yukon Territories.

Saskatchewan Statutory Condition 14 is repealed. See The Limitations Act, S.S. 2004, c.L-16.1.

**Notice**

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

**ADDITIONAL CONDITIONS****Notice to Authorities**

1. Where the loss is due to malicious acts, burglary, robbery, theft, or attempt thereat, or is suspected to be so due, the Insured shall give immediate notice thereof to the police or other authorities having jurisdiction.

**No Benefit to Bailee**

2. It is warranted by the Insured that this insurance shall in no way enure directly or indirectly to the benefit of any carrier or other bailee.

**Pair and Set**

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

**Parts**

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

**Sue and Labour**

5. It is the duty of the insured in the event that any property insured hereunder is lost to take all reasonable steps in and about the recovery of such property. The Insurer shall contribute pro rata towards any reasonable and proper expenses in connection with the foregoing according to the respective interests of the parties.

**Basis of Settlement**

6. Unless otherwise provided, the Insurer is not liable beyond the actual cash value of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused, and shall in no event exceed what it would then cost to repair or replace the same with material of like kind and quality.

## **Subrogation**

7. The insurer, upon making any payment or assuming liability therefore under this Policy, shall be subrogated to all rights of recovery of the Insured against any person, and may bring action in the name of the Insured to enforce such rights. Where the net amount recovered after deducting the costs of recovery is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount shall be divided between the Insurer and the Insured in the proportions in which the loss or damage has been borne by them respectively.

6/05  
LSW1193A



Attaching to and forming part of Group Policy Number: 14-433-1-0000  
(Applicable only if the Named Insured Address on the Certificate of Insurance is in Alberta)

## STATUTORY CONDITIONS (Alberta)

### Misrepresentation

1. If a person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the insurer in order to enable it to judge the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

### Property of others

2. The insurer is not liable for loss or damage to property owned by a person other than the insured unless
  - (a) otherwise specifically stated in the contract, or
  - (b) the interest of the insured in that property is stated in the contract.

### Change of interest

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

### Material change in risk

4. (1) The insured must promptly give notice in writing to the insurer or its agent of a change that is
  - (a) material to the risk, and
  - (b) within the control and knowledge of the insured.
- (2) If an insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.
- (3) If an insurer or its agent is notified of a change under subparagraph (1) of this condition, the insurer may
  - (a) terminate the contract in accordance with Statutory Condition 5,or
  - (b) notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.

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- (4) If the insured fails to pay an additional premium when required to do so under subparagraph (3) (b) of this condition, the contract is terminated at that time and Statutory Condition 5 (2) (a) applies in respect of the unearned portion of the premium.

## Termination of insurance

5. (1) The contract may be terminated
- (a) by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
  - (b) by the insured at any time on request.
- (2) If the contract is terminated by the insurer,
- (a) the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and
  - (b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.
- (3) If the contract is terminated by the insured, the insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.
- (4) The 15 day period referred to in subparagraph (1) (a) of this condition starts to run on the day the registered letter or notification of it is delivered to the insured's postal address.

## Requirements after loss

6. (1) On the happening of any loss of or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9,
- (a) immediately give notice in writing to the insurer,
  - (b) deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration,
    - (i) giving a complete inventory of that property and showing in detail quantities and cost of that property and particulars of the amount of loss claimed,
    - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,

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- (iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured,
  - (iv) stating the amount of other insurances and the names of other insurers,
  - (v) stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
  - (vi) stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued, and
  - (vii) stating the place where the insured property was at the time of loss,
- (c) if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and
  - (d) if required by the insurer and if practicable,
    - (i) produce books of account and inventory lists,
    - (ii) furnish invoices and other vouchers verified by statutory declaration, and
    - (iii) furnish a copy of the written portion of any other relevant contract.
- (2) The evidence given, produced or furnished under subparagraph (1) (c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

## **Fraud**

7. Any fraud or wilfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6 invalidates the claim of the person who made the declaration.

## **Who may give notice and proof**

8. Notice of loss under Statutory Condition 6 (1) (a) may be given and the proof of loss under Statutory Condition 6 (1) (b) may be made
- (a) by the agent of the insured, if
    - (i) the insured is absent or unable to give the notice or make the proof, and
    - (ii) the absence or inability is satisfactorily accounted for, or
  - (b) by a person to whom any part of the insurance money is payable, if the insured refuses to do so or in the circumstances described in clause (a) of this condition.

## **Salvage**

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9. (1) In the event of loss or damage to insured property, the insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.
- (2) The insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under subparagraph (1) of this condition.

### **Entry, control, abandonment**

10. After loss or damage to insured property, the insurer has
- (a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and
- (b) after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but
- (i) without the insured's consent, the insurer is not entitled to the control or possession of the insured property, and
- (ii) without the insurer's consent, there can be no abandonment to it of the insured property.

### **In case of disagreement**

11. (1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the *Insurance Act*, whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.
- (2) There is no right to a dispute resolution process under this condition until
- (a) a specific demand is made for it in writing, and
- (b) the proof of loss has been delivered to the insurer.

## **When loss payable**

12. Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the insurer.

## **Repair or replacement**

13. (1) Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.
- (2) If the insurer gives notice under subparagraph (1) of this condition, the insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss, and must proceed with all due diligence to complete the work within a reasonable time.

## **Notice**

14. (1) Written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the province.
- (2) Written notice to the insured may be personally delivered at, or sent by registered mail addressed to, the insured's last known address as provided to the insurer by the insured.

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