



Canadian Branch

for all the *great* you do<sup>SM</sup>

**THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.**

## **GLOBAL SANCTION ENDORSEMENT**

Notwithstanding any other provision of this Policy, this insurance cannot provide coverage and the Insurer shall not be liable to pay any claim or provide any benefit under this Policy to the extent that the provision of such coverage or benefit, or the payment of such claim, would violate, conflict with, or expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or any applicable economic or financial sanctions or other trade laws or regulations, including, but not limited to, of the United States of America, European Union, United Kingdom, or Canada.

Applicable to: **Great American Insurance Company**®

A complaint regarding **Great American Insurance Company** on this insurance policy may be filed with the federal Canadian government, by sending a written statement of complaint to the following address:

Financial Consumer Agency of Canada  
427 Laurier Avenue West, 6th Floor  
Ottawa, Ontario K1R 1B9

## How to Report a Claim

You may submit a claim in one of the following manners:

1. Phone: 1.800.833.3549
2. Email: [newclaims@gaig.com](mailto:newclaims@gaig.com)
3. Web: [seclaims@gaig.com](http://seclaims@gaig.com)

All other provisions of this policy apply.

**CANADIAN SIGNING PAGE**

THIS ENDORSEMENT ATTACHES TO AND FORMS A PART OF THE INSURANCE PROVIDED UNDER POLICY:

THIS DOCUMENT WAS ISSUED OR MADE BY THE COMPANY IN THE COURSE OF ITS INSURANCE BUSINESS IN CANADA.



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AUTHORIZED REPRESENTATIVE IN CANADA

CANADIAN CHIEF AGENCY OFFICE:

GREAT AMERICAN INSURANCE COMPANY  
SUITE 3200, BAY ADELAIDE CENTRE – NORTH TOWER  
40 TEMPERANCE ST.  
TORONTO, ONTARIO.  
M5H 0B4 CANADA  
ATTENTION: GORDON P. GOODMAN  
CHIEF AGENT IN CANADA

## Bicycle Physical Damage Coverage

### A. Equipment Covered

We cover scheduled "bicycles" when used for personal use only and only if an amount of insurance and premium is shown for each "bicycle" in the Equipment Schedule located on the Declarations Page and marked with Bicycle Physical Damage Coverage.

### B. Equipment Not Covered

We do not cover:

1. Motorized bicycles, motorized scooters, mopeds, or any other kind of motorized vehicle or conveyance other than an "eBike";
2. Equipment in the course of illegal transportation or trade;
3. Contraband;
4. Any "bicycle" while used for charter, hire, lease, or any other commercial use. Using a "bicycle" in the capacity of a professional cyclist is not considered commercial use; or
5. Any "bicycle" which is left in an organized competitive cycling event's starting or transition area awaiting use by an "insured" for more than 24 hours either prior to the commencement or following the conclusion of the event.

### C. Perils Insured Against

We insure against sudden and accidental direct physical damage to covered equipment.

We do not insure loss or damage caused by, to, or resulting from:

1. Disarrangement or mechanical breakdown;
2. Corrosion or rust;
3. Wear and tear, deterioration, dry rot, inherent vice, or any quality in equipment that causes it to damage or destroy itself;
4. Theft;
5. Your tires for road damage or failure;
6. Abandonment by you or anyone using the "bicycle" with your permission;
7. Marring, scratching, denting, or any cosmetic change, which does not impair the function and performance of the "bicycle";
8. Change in temperature, dampness, dryness, shrinkage, evaporation, contamination, change in color or finish, dust, chemical action or reaction;
9. Diminution of value;
10. Failure to maintain the "bicycle" in accordance with the manufacturer's instructions;
11. Faulty or defective design, manufacture, materials or workmanship, or latent defect;
12. Repair or maintenance work; or
13. Misplacement or mysterious disappearance.

### D. Limits of Insurance

Our limits of liability are the lesser of:

1. The Limit of Insurance shown in the Equipment Schedule on the Declarations Page for Bicycle Physical Damage Coverage; or
2. The Amount of Aggregate Limit of Insurance for any and all "bicycle" losses in a policy period shown on the Declarations Page for Bicycle Physical Damage Coverage.

### E. Definitions

The following definitions are added:

1. "Accessories" means items attached or affixed to the "bicycle" in addition to the manufacturer's original specifications. "Accessories" include helmets, computers, water bottles, bottle cages, lights, seat bags, hydration packs, and installed or mounted pumps and CO2. To be eligible for coverage, the "accessories" value must be included in the value of the "bicycle" on the Equipment Schedule.

2. "Actual Cash Value" means the cost of replacing the "bicycle" with a substantially identical "bicycle" or one of like kind or quality.
3. "Bicycle" means any cycle powered by human pedaling or an "eBike" and includes "accessories".
4. "eBike" means a "bicycle" with an auxiliary electric power assist that does not exceed 500 watts or 32 kilometers per hour (20 mph).

**F. Common Policy Provisions Amendments**

For the purposes of the Bicycle Physical Damage Coverage afford hereunder, the Common Policy Provisions Form **EIP-GN-0002** is amended as follows:

Paragraph **D.1.a.** is deleted and replaced by:

**1. Loss Settlement**

- a. We will pay the least of the following amounts less the applicable deductible on the Equipment Schedule:
  - (1) The amount for which the covered equipment could reasonably be expected to be repaired to its condition immediately prior to loss;
  - (2) The amount for which the covered equipment could reasonably be expected to be replaced with equipment substantially identical to it; or
  - (3) The Limit of Insurance.

However, if the covered equipment cannot be repaired or replaced, or you do not want the covered equipment repaired or replaced, we will pay the lesser of the following amounts less the applicable deductible on the Equipment Schedule:

- (1) the "actual cash value" of the covered equipment at the time of the loss; or
- (2) the Limit of Insurance.

Paragraph **D. 2.** is deleted.

Paragraph **E. 5.** is deleted and replaced by:

**5. Other Insurance and Service Agreement**

If a loss covered by this policy is also covered by other insurance, this insurance is primary.

All other provisions of this policy apply.

## Bicycle Theft Coverage

### A. Equipment Covered

We cover scheduled “bicycles” when used for personal use in the coverage territory provided that an amount of insurance and premium is shown for each “bicycle” in the Equipment Schedule on the Declarations Page and marked with Bicycle Theft Coverage.

### B. Equipment Not Covered

We do not cover:

1. Motorized bicycles, motorized scooters, mopeds, or any other kind of motorized vehicle or conveyance other than an “eBike”;
2. Equipment in the course of illegal transportation or trade;
3. Contraband; or
4. Any “bicycle” while used for charter, hire, lease, or any other commercial use. Using a “bicycle” in the capacity of a professional cyclist is not considered commercial use.

### C. Perils Insured Against

We insure against theft of covered equipment.

We do not insure loss caused by:

1. Theft of a “bicycle” where you cannot provide us with a copy of a police report detailing the time, place and manner of the theft and the security device that was used to secure the “bicycle” when the theft occurred; or
2. Theft of the “bicycle” by a person to whom it is entrusted by an “insured”.

### D. Limits of Insurance

Our limits of liability are the lesser of:

1. The Amount of the Limit of Insurance shown in the Equipment Schedule on the Declarations Page for Bicycle Theft Coverage; or
2. The Amount of Aggregate Limit of Insurance for all “bicycle” losses in a policy period shown on the Declarations Page for Bicycle Theft Coverage.

### E. Additional Loss Condition

In the event of theft, you agree to report such theft of covered equipment to the police as soon as possible.

### F. Definitions

The following definitions are added:

1. “Accessories” means items attached or affixed to the “bicycle” in addition to the manufacturer’s original specifications. “Accessories” include helmets, computers, water bottles, bottle cages, lights, seat bags, hydration packs and installed or mounted pumps and CO2. To be eligible for coverage, the “accessories” value must be included in the value of the “bicycle” on the Equipment Schedule.
2. “Bicycle” means any cycle powered by human pedaling or an “eBike”, including their “accessories”.
3. “eBike” means a “bicycle” with an auxiliary electric power assist that does not exceed 500 watts or 32 kilometers per hour (20 mph).

**G. Common Policy Provisions Amendments**

For purposes of the Bicycle Theft Coverage afforded hereunder, the Common Policy Provisions Form EIP-GN-0002 is amended as follows:

Paragraph **D. 1. a.** is deleted and replaced by:

**1. Loss Settlement**

- a. We will pay for the amount necessary to replace the covered equipment with like kind and quality less the deductible shown on the Declarations Page for Bicycle Theft Coverage. Our liability for any one occurrence of theft will not exceed the limit shown on the Declarations Page for Bicycle Theft Coverage. Our liability for any and all occurrences of theft will not exceed the aggregate limits shown on the Declarations Page for Bicycle Theft Coverage.

Paragraph **D. 2.** is deleted.

Paragraph **E. 5.** is deleted and replaced by:

**5. Other Insurance and Service Agreement**

If a loss covered by this policy is also covered by other insurance, this insurance is primary.

All other provisions of this policy apply.

## Common Policy Provisions

### A. Agreement

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

### B. Definitions

1. In this policy:
  - a. "You" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household; and
  - b. "We", "us" and "our" refer to the Company providing this insurance.
2. In addition, the word "insured" is defined to mean you, your spouse and relatives of either who are residents of your household. The phrase an "insured" together mean one or more "insureds".

### C. Exclusions

We do not insure for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

#### 1. War

War includes the following and any consequence of any of the following:

- a. Undeclared war, civil war, insurrection, rebellion or revolution;
- b. Warlike act by a military force or military personnel; or
- c. Destruction, seizure or use for a military purpose. Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

#### 2. Nuclear Hazard

- a. "Nuclear hazard" means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.
- b. Loss or damage caused by "nuclear hazard" will not be considered loss or damage caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against.
- c. This policy does not apply to loss or damage caused directly or indirectly by "nuclear hazard", except that direct loss or damage by fire resulting from the "nuclear hazard" is covered.

#### 3. Governmental Action

Governmental action means the destruction, confiscation or seizure of covered equipment by order of any governmental or public authority. This exclusion does not apply to such acts ordered by any governmental or public authority that are taken at the time of a fire to prevent its spread, if the loss or damage caused by fire would be covered under this policy.

#### 4. Intentional Loss

Intentional Loss meaning any loss or damage arising out of any act any "insured" commits or conspires to commit with the intent to cause a loss or damage. In the event of such loss or damage, no "insured" is entitled to coverage, even "insureds" who did not commit or conspire to commit the act causing the loss or damage.

#### 5. Neglect

Neglect meaning an "insured" does not use all reasonable means to save and preserve the covered equipment at and after the time of a loss or damage.

#### 6. Loss Of Use Expenses

Loss of use expenses meaning expenses you incur because you cannot use the covered equipment.

**7. Acts By Customs Or Other Government Or Public Authority**

Delay, confiscation, nationalization, loss of use or detention by Customs or any other government or public authority.

**8. Earth Movement**

Earth Movement means:

- a. Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
- b. Landslide, mudslide or mudflow;
- c. Subsidence or sinkhole; or
- d. Any other earth movement including earth sinking, rising or shifting; caused by or resulting from human or animal forces or any act of nature unless direct loss or damage by fire or explosion ensues and then we will pay only for the ensuing loss.

**D. Loss Conditions**

**1. Loss Settlement**

Unless otherwise provided, we are not liable beyond the actual cash value of the covered equipment 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.

**b. Loss to a Pair, Set or Parts**

- (1) 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.
- (2) In the case of loss of or damage to any part of the covered equipment whether scheduled or unscheduled, consisting, when complete for use, of several parts, you are not liable for more than the insured value of the part lost or damaged, including the cost of installation.

**c. Recovered Equipment**

If you or we recover any equipment for which we have made payment under this policy, you or we will notify the other of the recovery. At your option, the equipment will be returned to or retained by you or it will become our equipment. If the recovered equipment is returned to or retained by you, we will adjust the loss payment based on the amount you received for the recovered equipment.

**2. Loss Clause**

We will not reduce the applicable limit of insurance under this policy except for a total loss of scheduled covered equipment.

**3. Loss Payment**

- a. We will adjust all losses with you. We will pay you unless:
  - (1) A claim has been paid by others; or
  - (2) Some other person is named in the policy or is legally entitled to receive payment.
- b. Loss will be payable 30 days after we receive your proof of loss and:
  - (1) Reach an agreement with you;
  - (2) There is an entry of a final judgment; or
  - (3) There is a filing of an appraisal award with us.

**4. Duties After Loss**

In the event of loss or damage to covered equipment, we have no duty to provide coverage under this policy if you fail to comply with the following duties. These duties must be performed either by you, or an "insured" seeking coverage, or a representative of either:

- a. Give prompt notice to us or our authorized representative;
- b. Where the loss is due to malicious acts, burglary, robbery, theft or attempt thereof, or is suspected to be so due, you shall give immediate notice thereof to the police or other authorities having jurisdiction;
- c. It is your duty in the event that any covered equipment hereunder is lost to take all reasonable steps in and about the recovery of such covered equipment. You shall contribute pro rata towards any reasonable and proper expenses in connection with the foregoing according to the respective interests of the parties.
- d. Cooperate with us in the investigation of a claim;
- e. Prepare an inventory of lost or damaged equipment showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
- f. As often as we reasonably require:
  - (1) Show the damaged equipment;
  - (2) Provide us with records and documents we request and permit us to make copies;
  - (3) Submit to examination under oath, while not in the presence of another "insured", and sign the same; and
  - (4) Produce, to the extent that it is within your power members of your household or others so that they may be examined under oath.
  - (5) Send to us, within 90 days after discovery of the loss or damage, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
    - (a) The time and cause of loss;
    - (b) The interests of all "insureds" and all others in the equipment involved and all liens on the equipment;
    - (c) Other insurance or service agreement which may cover the loss; and
    - (d) The inventory of damaged equipment described in e. above.

**5. Loss Payable Clause**

If the Declarations names a loss payee and the equipment in which the loss payee has an interest, we will adjust any loss with you and make the loss payment to you or another "insured" who is legally entitled to receive payment and the loss payee as their respective interests may appear. We will notify the loss payee in writing if we cancel or do not renew the policy.

**6. Deductible Clause**

Each claim for loss or damage (separately occurring) to each item of covered equipment shall be adjusted separately, and the deductible shall be deducted from the amount of each adjusted claim.

**E. Other Conditions**

**1. Policy Period**

This policy applies only to loss or damage which occurs during the policy period.

**2. Insurable Interest and Limit of Liability**

Even if more than one person has an insurable interest in the covered equipment, we will not be liable in any one loss:

- a. To an "insured" for more than the amount of such "insured's" interest at the time of loss; or
- b. For more than the applicable limit of insurance.

**3. Claims Against Others**

- a. You will assist us in every way possible to recover from others and we will, at our expense, take over your rights against others to the extent of our payment.

**4. Appraisal**

If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent and impartial appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state of your residence.

The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss. Each party will:

- a. Pay its own appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

**5. Other Insurance and Service Agreement**

If a loss covered by this policy is also covered by other insurance or a service agreement, this insurance is primary over any amounts payable under any such insurance or agreement. Service agreement means a service plan, property restoration plan or other similar service warranty agreement, even if it is characterized as insurance.

**6. Action or Suit Against Us**

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

**7. Insurance not to Benefit Others**

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

**8. Changes In Policy**

No change in this policy may be made except by us in writing.

**9. Concealment or Fraud**

We provide coverage to no "insureds" under this policy if, whether before or after a loss, an "insured" has:

- a. Intentionally concealed or misrepresented any material fact or circumstance;
- b. Engaged in fraudulent conduct; or
- c. Made false statements;

relating to this insurance or any claim made under this insurance.

**10. Liberalization Clause**

If, after the issuance of this policy and before its expiration, there be adopted and published for use in this Province by us any forms, riders, endorsements or rules by which the insurance provided by this policy could be extended or broadened without additional premium charge, either by endorsement or substitution of form, then, as to loss occurring after the effective date such adoption and publication, such extended or broadened insurance shall enure to the benefit of the "insured" hereunder as though such endorsement or substitution of form had been made.

**11. Cancellation**

The return premium will be monthly pro rata. Any return premium will be paid to you within a reasonable amount of time after the cancellation.

**12. Nonrenewal**

We may elect not to renew this policy. We may do so by delivering to you or mailing to you at your mailing address shown in the Declarations, written notice at least 30 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

**13. Transfer of Interest**

- a. We do not provide coverage under this policy if you sell, assign, transfer or pledge the covered equipment without prior written consent obtained from us.

- b. If an "insured" dies, the following apply:
  - (1) We insure the legal representative of the deceased but only with respect to equipment of the deceased covered under the policy at the time of death; and
  - (2) "Insured" includes:
    - (a) An "insured" who is a member of the deceased "insured's" household at the time of death, but only while a resident of the residence shown in the Declarations; and
    - (b) With respect to the deceased "insured's" equipment, the person having proper temporary custody of the equipment until appointment and qualification of a legal representative.

**14. Coverage Territory**

This policy insures losses occurring within the coverage territory. The coverage territory is:

- a. Canada;
- b. the United States of America (including its territories and possessions); or
- c. while in transit by air between a. or b.

**15. Conformity to Statute**

Any provision of this policy that conflicts with applicable law or regulation is hereby amended to conform to the minimum requirements of the law or regulation.

**16. Subrogation**

We, upon making any payment or assuming liability therefor under this policy, shall be subrogated to all rights of recovery of the "insured" against others, and may bring action to enforce such rights. Notwithstanding the foregoing, all rights of subrogation are hereby waived against any corporation, firm, individual or other interest with respect to which insurance is provided by this policy. 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 us and the "insured" in the proportion in which the loss or damage has been borne by them respectively. Any release from liability entered into by the "insured" prior to loss shall not affect the right of the "insured" to recover.

**17. Currency**

All premiums, limits of liability, retentions, loss and other amounts under this policy are expressed and payable in Canadian currency. If judgment is rendered, settlement is denominated or other elements of loss are stated or incurred in a currency other than Canadian currency, payment of covered amounts under this policy, subject to its terms, conditions and limitations, shall be made either in such other currency (at the "insured's" option) or in Canadian dollars at the rate of exchange most recently published in The Globe and Mail on the date of actual payment of each loss component.

**In Witness Clause**

In Witness Whereof, we have caused this Policy to be executed and attested, and, if required by state law, this Policy shall not be valid unless countersigned by our authorized representative.



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**President**



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**Secretary**

## Premium Payments in Monthly Installments

You have elected to pay the premium in monthly installments as shown on the Declarations. In the event the premium for this insurance changes after the effective date of this policy, you agree to pay each monthly installment calculated at the monthly premium then in effect.

If you default on any premium payment and we decide to cancel this policy, we will:

1. Give notice of cancellation in accordance with the cancellation conditions in this policy; and
2. Retain any portion of the premium you paid.

All other provisions of this policy apply.

## NOVA SCOTIA STATUTORY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions:

1. **Misrepresentation** – If any person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance which is material to be made known to the insurer in order to enable it to judge of the risk to be undertaken, the contract shall be 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 shall be 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.
  4. **Material change** – Any change material to the risk and within the control and knowledge of the insured shall avoid 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 shall no longer be in force and the insurer shall return the unearned portion, if any, of the premium paid.
  5. **(1) Termination of insurance** – 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 the 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 by cheque payable at par.
  - (5)** The fifteen days mentioned in clause (a) of subcondition (1) 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.
6. **(1) Requirements after loss** – Upon the occurrence of any loss of or damage to the insured property, the insured shall, if such 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 willful act or neglect or the procurement, means or connivance of the insured,
  - iv. showing the amount of the other insurers 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 (c) and (d) of sub-paragraph (1) of this condition shall not be considered proofs of loss within the meaning of conditions 12 and 13.

7. **Fraud** – Any fraud or willfully false statement in a statutory declaration in relation to any of the above particulars, shall vitiate 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. (1) **Salvage** – 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 any 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 sub-paragraph (1) of this condition according to the respective interests of the parties.
10. **Entry, control, abandonment** – After any loss or damage to insured property, the insurer shall have 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 appraisalment or particular estimate of the loss or damage, but the insurer shall not be entitled to the control of 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 therefor is made in writing and until after proof of loss has been delivered.
- 12. When loss payable** – The loss shall be payable within sixty days after completion of the proof of loss, unless the contract provided for a shorter period.
- 13. (1) Replacement** – 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 the receipt of proofs of loss, and shall thereafter proceed with all due diligence to the completion thereof.
- 14. Action** – Every action or proceeding against the insurer for the recovery of any claim under or by virtue of this contract shall be absolutely barred unless commenced within one year next after the loss or damage occurs.
- 15. Notice** – Any written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in this Province. Written notice may be given to the insured named in this contract by letter personally delivered to him or by registered mail addressed to him at his latest post office address notified to the insurer. In this condition the expression “registered” means registered in or outside Canada.

## Alberta Return Premium Disclosure

Under E. Other Conditions, 11. Cancellation, the following are the monthly pro rata return calculations based on premium payment basis:

- a. Installment means premiums are paid monthly and premium is collected monthly and no premium is returned when cancelled.
- b. Annually means premiums are paid up front for the policy term and any cancellation will follow this formula:  
(annual premium/12) X # of months remaining after cancellation = return premium

All other provisions of this policy apply.

## 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.
- (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,
    - (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**

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.

## STATUTORY CONDITIONS (Saskatchewan)

All Coverage Parts of the policy are subject to the following conditions:

### Misrepresentation

1. If any person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance which is material to be made known to the insurer in order to enable it to judge of the risk to be undertaken, the contract shall be 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 shall be liable for loss or damage occurring after an authorized assignment pursuant to the **Bankruptcy and Insolvency 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 shall void 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 15 days of the receipt of the notice, pay to the insurer an additional premium; and in default of such payment the contract shall no longer be in force and the insurer shall return the unearned portion, if any, of the premium paid.

### Termination of contract

5. (1) This contract may be terminated:
  - (a) by the insurer giving to the insured 15 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 must 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 termination 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 by cheque payable at par.
- (5) The 15 days mentioned in clause (a) of subcondition (1) 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 such 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 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 willful 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 (c) and (d) of subparagraph (1) of this condition shall not be considered proofs of loss within the meaning of conditions 12 and 13.

## **Fraud**

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

## **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 any 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 any loss or damage to insured property, the insurer shall have 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 shall not be 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 Saskatchewan 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 shall be payable within 60 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 30 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 45 days after receipt of the proofs of loss, and shall thereafter proceed with all due diligence to the completion thereof.

**Action**

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

**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; and 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; and in this condition, the expression "registered" means registered in or outside Canada.

## Ontario

### STATUTORY CONDITIONS

All Coverage Parts included in this policy are subject to the following 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 voids the contract as to the part affected thereby, unless the change is promptly notified in writing to the insurer or its local agent, and the insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the contract, or may notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within fifteen days of the receipt of the notice, pay to the insurer an additional pre-

mium, 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 proportionate premium for the expired time, but, in no event, shall the proportionate premium for the expired time be deemed to be less than any minimum retained premium specified; and
  - (b) the refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.
- (3) Where this contract is terminated by the insured, the insurer shall refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.

- (4) The refund may be made by money, postal or express company money order or cheque payable at par.
- (5) The fifteen days mentioned in clause (1) (a) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

**Requirements After Loss**

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 willful 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 willfully false statement in a statutory declaration in relation to any of the above particulars, vitiates the claim of the person making the declaration.

**Who May Give Notice and Proof**

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 proportionately towards any reasonable and proper expenses in connection with steps taken by the insured and required under sub-condition (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.

#### **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.

#### **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.

## STATUTORY CONDITIONS (New Brunswick)

All Coverage Parts in the policy are subject to the following conditions:

### Misrepresentation

1. If any person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance which is material to be made known to the insurer in order to enable it to judge of the risk to be undertaken, the contract shall be 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 shall be liable for loss or damage occurring after an authorized assignment under the **Bankruptcy Act** 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 shall void 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 shall no longer be in force and the insurer shall return the unearned portion, if any, of the premium paid.

### Termination of Insurance

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, or

(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 by cheque payable at par.

- (5) The fifteen days mentioned in clause (a) of subcondition (1) 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.

1980, c27, s.2.

### Requirements After Loss

6. (1) Upon the occurrence of any loss of or damage to the insured property, the insured shall, if such 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 willful 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 (c) and (d) of subparagraph (1) of this condition shall not be considered proofs of loss within the meaning of conditions 12 and 13.

#### **Fraud**

- 7. Any fraud or willfully false statement in a statutory declaration in relation to any of the above particulars, shall vitiate the claim of the person making the declaration.

#### **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 any 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 insurers shall contribute **pro rata** towards any reasonable and proper expense 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 any loss or damage to insured property, the insurer shall have 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 appraisalment or particular estimate of the loss or damage, but the insurer shall not be 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.

1980, c27, s.2.

### **When Loss Payable**

12. The loss shall be 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.

### **Action**

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

### **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 this 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.

## Manitoba

## STATUTORY CONDITIONS

All Coverage Parts in the policy are subject to the following conditions:

**Misrepresentation**

1. If any person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance which is material to be made known to the insurer in order to enable it to judge of the risk to be undertaken, the contract shall be 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 shall be liable for loss or damage occurring after an authorized assignment under the **Bankruptcy Act** 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 shall void 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 15 days of the receipt of the notice, pay to the insurer an additional premium; and in default of such payment the contract shall no longer be in force and the insurer shall return the unearned portion, if any, of the premium paid.

**Termination of contract**

5. (1) This contract may be terminated,
  - (a) by the insurer giving to the insured 15 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 by cheque payable at par.
- (5) The 15 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 such loss or damage is cov-

ered 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 willful 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 willfully false statement in a statutory declaration in relation to any of the above particulars, shall vitiate the claim of the person making the declaration.

#### **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 any 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 any loss or damage to insured property, the insurer shall have 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 ac-

cess and entry sufficient to enable them to make appraisal or particular estimate of the loss or damage, but the insurer shall not be 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 independent of all other questions. There shall be no right to an appraisal until a specific demand therefor made in writing and until after proof of loss has been delivered.

### **When loss payable**

12. The loss shall be payable within 60 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 30 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 45 days after receipt of the proofs of loss, and shall thereafter proceed with all due diligence to the completion thereof.

### **Action**

14. Every action or proceeding against the insurer for the recovery of any claim under or by virtue of this contract shall be absolutely barred unless commenced within two years next after the loss or damage occurs.

### **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 this 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.

## STATUTORY CONDITIONS (BRITISH COLUMBIA)

### 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.
- (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,
    - (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**

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.

## **Terrorism Exclusion**

This exclusion supersedes any policy provision to the contrary.

This Policy does not insure loss or damage 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." Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

For the purpose of this exclusion, "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), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

All other provisions of this Policy apply.