

## COMMERCIAL PROPERTY

**Name and Address of Insured:**

As Per Certificate

**Producer:**Front Row Insurance Brokers Inc  
#203-1508 West Second Avenue  
Vancouver, British Columbia  
V6J 1H2**Policy Period: From** As Per Certificate **To** As per Certificate  
**12:01 A.M. Local Time at the Address of the Named Insured****Policy Number:** As per Certificate**DECLARATIONS**

Insurance is afforded only with respect to those coverages specified or in schedules incorporated herein:

Division I	Property and Equipment Breakdown	NOT COVERED
Division II	Business Income	NOT COVERED
Division III	Inland Marine	AS PER CERTIFICATE
Division IV	Automobile Insurance is provided only to the extent shown in the Certificate of Automobile insurance attached to the policy.	NOT COVERED
Division V	Non-owned Automobile	NOT COVERED
Division VI	Commercial General Liability	NOT COVERED
Division VII	Crime	NOT COVERED
Division VIII	Additional Coverages	NOT COVERED

**Deposit Premium: \$As Per Certificate**

In return for the payment of the premium, Certain Lloyd's Underwriters at Catlin Underwriting Agencies Ltd. in respect of Syndicate 2003 and AXA XL Media and Entertainment agrees with the Named Insured to provide the insurance afforded by this policy. Certain Lloyd's Underwriters at Catlin Underwriting Agencies Ltd. in respect of Syndicate 2003 and AXA XL Media and Entertainment has executed this policy, but it is valid only if countersigned by our authorized representative.

In witness whereof, this company has executed and attested those present; but this policy shall not be valid unless countersigned by a duly authorized representative of the Company, Certain Lloyd's Underwriters at Catlin Underwriting Agencies Ltd. in respect of Syndicate 2003 and AXA XL Media and Entertainment.

For the purposes of the Insurance Companies Act (Canada), this document was issued in the course of Certain Lloyd's Underwriters at Catlin Underwriting Agencies Ltd. in respect of Syndicate 2003 and AXA XL Media and Entertainment insurance business in Canada.



March 13, 2024

Authorized Representative

Countersignature Date

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

DIVISION III

SCHEDULE OF COVERAGES - INLAND MARINE

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<u>ITEM</u>	<u>DESCRIPTION OF PROPERTY</u>	<u>LIMIT</u>
1.	As Per Rental Contract	As Per Certificate

DEDUCTIBLE:

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**Forms:** Rider No. 3 – Miscellaneous Equipment  
Additional Exclusions – 4225 (02/2008)

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**Endorsements:**

Theft from Unattended Vehicles Exclusion  
Laws or Regulations Prohibiting Coverage  
Sanction Limitation and Exclusion Clause  
Cyber and Data Exclusion  
Communicable Disease Endorsement  
Lloyd's Underwriters Complaints Protocol  
Notice Concerning Personal Information  
Lloyd's Underwriters Code of Consumer  
Rights & Responsibilities  
Statutory Conditions (Alberta)  
Statutory Conditions (British Columbia)  
Statutory Conditions (Manitoba)  
Statutory Conditions (all other provinces)  
Radioactive Contamination Exclusion  
Terrorism Exclusion Endorsement  
War and Terrorism Exclusion Clause

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**Loss Payable:** As Per Certificate

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**GEARPOLICY.CA POLICY WORDINGS  
RENTED EQUIPMENT**

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**Policy Description:**

This Policy Rider protects equipment owners (Loss Payee) from loss and damage incurred by their renters (Named Insured) for which a rental contract exists (Rental Contract). The Rental Contract must and shall include the legal entity of the Loss Payee, the Name, address and phone number of the Named Insured, the Named Insured's signed declaration and agreement of the rented equipment's total value in CAD\$ (Replacement Cost), and the date / time out, date / time return (Duration) of the rental period.

Fractional portions of any day shall be counted as 1 complete day (24 hour period)

Please note: This policy does not provide direct compensation to the Named Insured, nor does it provide coverage for personal injury liability or direct physical damage to an unnamed 3<sup>rd</sup> party.

**Certificates Shall Indicate Coverage:**

A certificate bearing the Loss Payee, the Named Insured, the total Replacement Cost, Duration of coverage, Insurance Company and Master Policy number will be sent electronically to the Loss Payee and Named Insured upon successful completion of payment via the GearPolicy payment gateway and shall indicate that a policy is in force and active. Any changes or cancellations made after policy issuance will be subject to additional fees. Cancellations must be made 24 hours prior to commencement of policy term (rental start date).

Further information, please see: <http://gearpolicy.ca/faq>

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There are key exclusions found within this document that may limit coverage. Please be sure to read and understand all items as provided. The completed purchase of this policy shall constitute your agreement to all terms and conditions as outlined herein. **A clause exists within this policy that limits the amount payable. E.E&O.**

broker of record:

ed: gp-ev-02/15

**THIS DOCUMENT IS NOT AN INDICATION THAT A POLICY EXISTS,  
IS PROMISED OR HAS BEEN BOUND. IT IS ONLY FOR YOUR INFORMATION WHEN  
CONSIDERING OUR QUOTATION OF INSURANCE. A POLICY WILL ONLY  
BECOME EFFECTIVE WHEN FULL PAYMENT HAS BEEN RECEIVED AND  
A BINDING NOTIFICATION HAS BEEN SENT TO THE NAMED INSURED.**

**1. PROPERTY COVERED**

We agree to pay to you or on your behalf the value of contents of every description consisting principally of cameras and camera equipment, music instruments and related equipment, sound reinforcement, audio and lighting equipment including computers, laptops and portable A/V recording devices, mechanical effects equipment, grip equipment, spare and duplicate parts, and supplies, as stated in the rental contract; for which you are legally liable or in which you have any insurable interest; and which is lost, damaged or destroyed. The loss, damage or destruction must result from a Covered Cause of Loss occurring during the Policy Period while the property is used or to be used in connection with your BUSINESS/OPERATIONS, including personal use, and other use usual or incidental thereto.

**2. TERRITORY**

The property is covered on a world wide basis including while in transit.

**3. PROPERTY NOT COVERED**

This Policy **does not** cover loss of or damage to:

- A) Buildings;
- B) Film or videotape or recording tape or disks of any kind except for blank value;
- C) Watches or jewelry or furs;
- D) Books of account; bullion; securities; stamps and tokens; tickets; evidence of debt or title; and money;
- E) Aircraft (including gliders and hang-gliders), watercraft, railroad cars or railroadequipment;
- F) Motor vehicles; but this exclusion does not apply to property covered which is mounted in or on any motor vehicle and used or to be used in connection with your operations;
- G) Property illegally acquired, kept, stored or transported or property seized or confiscated for breach of any law or by order of any public authority.

**4. LIMIT OF LIABILITY**

Our Limit of Liability for any one occurrence shall not exceed the amount stated in the rental contract.

**5. DEDUCTIBLE**

Our liability for loss shall only be to pay the limit of liability in excess of the deductible stated in the rental contract. This deductible does not apply to fire, lightning, explosion, cyclone, tornado or impact by aircraft.

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**6. COVERED CAUSE OF LOSS**

We will pay for direct physical loss or damage to the property described in Property Covered 1. from any cause except as stated in exclusions elsewhere in this Policy.

**7. EXCLUSIONS**

This Policy does not apply to loss, damage or destruction caused by or resulting from:

- a) Changes of temperature or dampness of atmosphere or dryness of atmosphere;
- b) Insects or vermin;
- c) Inherent vice or latent defect;
- d) Wear and tear or gradual deterioration;
- e) Shortage disclosed on taking inventory or mysterious disappearance;
- f) Intentional acts by you or at your direction;
- g) Any dishonest or criminal act on your part or by any other party of interest, or by any employees or agents of yours, or by any person to whom the property covered may be entrusted (carriers for hire or bailees for hire excepted); but this exclusion does not apply to physical damage caused directly by your employees which results from a peril otherwise insured and not otherwise excluded;
- h) Delay or loss of market or loss of use except as provided for in Property Covered 1.

Nor does this Policy cover:

- i) Loss, damage or destruction of any property covered while undergoing any process or while being actually worked upon and where any such loss, damage or destruction is due thereto; but this exclusion does not apply to loss, damage or destruction which results from a peril otherwise insured and not otherwise excluded;

**8. DEBRIS REMOVAL**

We will indemnify you for expenses incurred in the removal from the location of any loss, damage or destruction of debris of the property covered for which insurance is afforded under this Policy.

Our liability for any one occurrence shall not exceed \$25,000 which shall be in addition to and not part of any other applicable limit of liability.

**9. LOCKED VEHICLE WARRANTY**

You warrant that any vehicle in which the property covered is carried is equipped with a fully enclosed body or compartment and we shall be liable in case of loss by theft from an unattended vehicle only as a result of forcible entry (of which there shall be visible evidence) into such body or compartment the doors and windows of which shall have been securely locked.

This clause does not apply to property which is under the control of:

- a) Any carrier for hire or bailee for hire or anyone claiming to be such, or
- b) Any film production company or video production company or crew of either thereof other than your own company or crew.

**10. INTRUDER ALARM WARRANTY**

This warranty is applicable only if so indicated in the rental contract and then only to the peril of theft. Failure to comply with it could void the coverage to which it otherwise applies. You warrant that during the Policy term an intruder alarm system at the premises described in the rental contract will be maintained in proper working order and to your knowledge will be activated at all times when the premises are not occupied.

**11. VALUATION**

Property is valued at the Replacement Cost.

Unless otherwise stated herein, property owned by others is valued at your legal liability not exceeding Replacement Cost New with material of like kind and quality or upgrades as required by the rental contract; except that if the Insured elects to cover such property even if the Insured is not legally liable as provided for in Clause 1. PROPERTY COVERED, then such property shall be valued at the option of the owner on either an Actual Cash Value basis or Replacement Cost.

**12. STATED AMOUNT CLAUSE**

It is part of the consideration of this Policy and the basis upon which the rate of premium is fixed that you must maintain insurance by, or concurrent in form, range and wording with, this Policy on the property covered hereby, so that the total amount of insurance on the said property shall be not less than the Limit of Liability indicated in the Policy Certificate (including the amount of insurance effected by this Policy) and that, failing to do so, you shall be a co-insurer to the extent of an amount sufficient to make the total insurance on the said property equal to the Limit of Liability indicated in the Policy Declarations and, in that capacity, you shall bear your proportion of any loss that may occur.

In the event the Limit of Liability is reduced, then this clause shall be automatically adjusted to apply to the reduced limit.

**13. AUTOMATIC ACQUISITION**

If during the Policy term, you acquire or take possession of any property amended to or altered onto the rental contract, then that property is covered from the time of such acquisition or possession, but our Limit of Liability is not increased thereby.

Notwithstanding the foregoing and upon any such acquisition or possession, our Limit of Liability otherwise applicable may be increased, but only if you report the details and value thereof to us or to Shephard Ashmore forthwith from the date of such acquisition or possession. Additional premium may apply.

## 14. DEFINITIONS

- **“YOU”** and **“YOUR”** means the person or organization identified in the Policy Certificate as the **NAMED INSURED**.
- **“WE”, “US”, “OUR”** and **“OURS”** means the Insurer providing this insurance.
- **“The Owner”** means the person or organization loaning or lending the equipment to the person or organization identified in the Policy Certificate as the **Named Insured**.

### **ACTUAL CASH VALUE**

▪▪ **Actual Cash Value** means either of the following at the owner’s request:

- The cost of reasonably restoring the covered property to its condition immediately before the loss, damage or destruction; or
- The value of the covered property, with proper deduction for depreciation however caused, immediately before the loss, damage or destruction;

whichever is less.

### **REPLACEMENT COST**

▪▪ **Replacement Cost** means either of the following at the owner’s request:

- The cost of reasonably restoring the covered property to its condition immediately before the loss, damage or destruction; or
- The cost of replacing the covered property with new and substantially identical property, immediately before the loss, damage or destruction ;

whichever is less.

## 15. FIRST NAMED INSURED

The person or organization first named in the Policy Certificate is primarily responsible for payment of all premiums. The first Named Insured will act on behalf of all other Named Insureds for the giving and receiving of notice of cancellation and the receiving of any return premiums that become payable under this Policy.

## 16. CHANGES

This Policy can only be changed by a written amendment from us that becomes part of this Policy. The amendment must be signed by us or by one of our authorized representatives.

**17. AUDIT OF BOOKS AND RECORDS** Acting reasonably, we may audit your books and records as they relate to this insurance at any time during the term of this Policy and up to three years afterwards.

## 18. CONFORMANCE

Any terms of this insurance which are in conflict with the applicable statutes of the jurisdiction in which this Policy is issued are amended to conform to such statutes.

## 19. LIBERALIZATION

If we adopt any changes while this Policy is in force or within two (2) months prior to its effective date, which could broaden or extend this insurance with or without an additional

premium charge, you will automatically receive the benefit of the broadened or extended coverage.

## **20. PREMIUM AUDIT**

We will compute all premiums for this Policy in accordance with our rules and rates.

Premium shown for this Policy as advance premium is a deposit premium. At the close of each audit period indicated in the Policy Declarations we will compute the earned premium for that period.

Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premium paid for the Policy term is greater than the earned premium, we will return the excess to the first Named Insured.

## **21. NOTICE OF LOSS**

Failure of an agent or one of your employees, other than an officer, to notify us of any incident that he knows about will not affect the insurance afforded by this Policy.

## **22. OUR OPTIONS**

In the event of loss or damage covered by this Policy, we will either:

- Pay the value of the lost, damaged or destroyed property;
- Pay the cost of repairing or replacing the lost, damaged or destroyed property, plus any reduction in value of repaired items;
- Take all or any part of the lost, damaged or destroyed property at an agreed or appraised value; or
- Repair, rebuild or replace the lost, damaged or destroyed property with other property of like kind and quality or as agreed to elsewhere herein.

We will not pay more than your insurable interest in the property covered.

We will give notice of our intentions within 30 days after we receive the sworn Proof of Loss.

We may adjust losses with the owners of the lost, damaged or destroyed property. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their insurable interest in the property covered.

We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

## **23. PRIMARY INSURANCE**

Except with respect to the interest of any loss payee which is subject to the Loss Payable Clause, insurance under this Policy is first loss and primary and not contributing, notwithstanding any other insurance which may apply to any loss, damage or destruction covered by this Policy.

## **24. OTHER INSURANCE**

If there is other valid and collectible insurance available to you for any loss, damage or destruction covered by this Policy, you shall assign to us to the extent possible and as a condition precedent to your right to recover under this Policy, all your rights, title and interest in such other insurance.



**25. RECOVERED PROPERTY**

If any lost, damaged or destroyed property is recovered by you or us after a loss payment is made, the party making the recovery must give the other party prompt notice.

When property is recovered, the owner may:

- Keep the recovered property and return the loss payment to us; or
- Keep the loss payment and we will keep the recovered property.

If any recovered property has salvage value, or if there is any money recovered through subrogation, we will first reimburse the owner for:

- The deductible amount;
- Any uninsured loss resulting from an insufficient limit of liability.

If there are any expenses in recovering lost, damaged or destroyed property, or through subrogation, we will share the expenses with the owner in proportion to the amount we are each reimbursed.

**26. OUR RIGHT TO RECOVER PAYMENT**

If any person to or for whom we make payment under this Policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment; and that person or organization must do everything necessary to secure our rights and must do nothing after loss to impair our rights.

**27. RELEASES**

You have the right, prior to any loss known to you, to release in writing any person or organization from liability for such loss; and, notwithstanding the foregoing, at any time prior to any loss known to you and upon your request we may waive our right to recover from any person or organization to whom you have leased, loaned or rented any covered property.

**28. PAIR, SET OR PARTS**

In the event of loss, damage or destruction to property covered which is part of a pair or set, the owner may choose one of the following methods of loss payment. We will pay the owner:

- The Actual Cash Value of the pair or set. You will return to us the remaining pieces; or
- The Replacement Cost of the damaged pieces and you will keep the undamaged pieces. If the pair or set with the repaired pieces has a lower value than it had prior to the loss, we will also pay the difference. In no event will we pay more than the Replacement Cost that the pair or set had prior to the loss; or
- The Actual Cash Value of the lost, damaged or destroyed pieces prior to the loss when the pieces cannot be found or repaired. The owner will keep the undamaged pieces. If the remaining pieces have a reduced value, we will pay the difference between the value of the remaining pieces prior to the loss and after the loss. In no event will we pay more than the Replacement Cost of the pair or set prior to the loss.

- 29. PERMISSION** We grant the owner permission to do such work and to keep and use such articles, materials and supplies in such quantities as are usual or necessary to their operations.
- 30. BREACH OF CONDITIONS** Where a loss occurs and there has been a breach of condition relating to a matter before the happening of the loss, which breach would otherwise disentitle the owner to recover under this Policy, the breach shall not disentitle the owner to recover if the owner establishes that the loss was not caused or contributed to by the breach of condition or if the breach of condition occurred in any situation over which you had no control.
- 31. REINSTATEMENT** Loss under any item of this Policy shall not reduce the applicable Limit of Liability.
- 32. LOSS ADJUSTMENT** For property covered in which the Loss Payee stated in the Policy Certificate has an insurable interest, we will:
- Adjust losses with the loss payee;
  - Pay any claim for loss or damage jointly to the Loss Payee, as the respective interests may appear, unless the Proof of Loss states otherwise. For property covered which is not owned by you and for which you are not legally liable we reserve the right to adjust losses with the owner thereof.
- 33. SUBROGATION WAIVER** The Insurer hereby waives subrogation against any person insured by the policy including all band members, all crew, all volunteers, and all management companies; and any directors, officers or employees of any of them.
- 34. LOSS PAYABLE CLAUSE** This clause applies to the loss payee named in the Policy Certificate.
1. Breach of Conditions.

This Policy and every documented renewal thereof as to the interest of the loss payee only therein is and shall be in force notwithstanding any act, neglect, omission or misrepresentation attributable to you or the owner or the possessor of the property covered if other than you, including transfer of interest, any vacancy or non-occupancy, or the occupation or use of the property for purposes more hazardous than specified in the description of the risk; provided always that you will notify us forthwith (if known to you) of any transfer of interest or increased hazard that shall come to your knowledge; and that every increase of hazard not permitted by this Policy shall be paid for by you, on reasonable demand, from the date such hazard existed within the term of this Policy according to the established scale of rates for the acceptance of such hazard.
  2. Right of Subrogation.

Whenever we pay the loss payee any loss award under this Policy and we claim that, as to you or the owner or the possessor of the property covered if other than you, no liability therefore existed, we shall be legally subrogated to all rights of the loss payee against you; but any subrogation shall be limited to the amount of such payment and shall be subordinate and subject to the basic right of the loss payee to recover the full amount of its debt in priority to us; or we may at

our option pay the loss payee all amounts due or to become due under your debt or on the security thereof, and shall thereupon receive a full assignment and transfer of the debt together with all securities held as collateral to the debt.

3. Other Insurance.

If there be other valid and collectible insurance upon the property covered with loss payable to the loss payee, at law or in equity, then any amount payable there under shall be taken into account in determining the amount payable to the loss payee.

4. Who May Give Proof of Loss.

In your absence, or your inability, refusal or neglect to give notice of loss or deliver the required Proof of Loss under this Policy, then the loss payee may give the notice upon becoming aware of the loss and deliver as soon as practicable the Proof of Loss.

**34. LOSS PAYABLE  
CLAUSE, cont'd**

5. Termination.

The terms of this Loss Payable Clause coincide with the term of this Policy; provided always that we reserve the right to cancel this Policy as provided by Statutory provision but agree that we will neither terminate nor alter this Policy to the prejudice of the loss payee without the notice stipulated in such Statutory provision.

6. Foreclosure.

Should title or ownership of the property covered become vested in the loss payee and/or assigns as owner or purchaser under foreclosure or otherwise, this Policy shall continue until expiry or cancellation for the benefit of the said loss payee and/or assigns.

Subject to the terms of this Loss Payable Clause (and these shall supercede any Policy provisions in conflict therewith but only as to the interest of the loss payee) loss under this Policy is made payable to the loss payee.

At your request, the loss, if any, under this Policy, is hereby made payable to **PER POLICY DECLARATIONS** as their interest may appear, subject to the conditions of this Loss Payable Clause.



Peter Parkin, President

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Shephard Ashmore (Vancouver) Insurance Inc.  
Authorized Representative

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**THEFT FROM UNATTENDED VEHICLES EXCLUSION**

**THIS ENDORSEMENT, EFFECTIVE:** January 10, 2015

**(12:01 A.M. local time), forms a part of**

**POLICY:**

**ISSUED TO:** As Per Certificate

It is hereby understood and agreed that with respect to **Rider No.3-Miscellaneous Equipment**, 7. Exclusions, this Policy shall not cover theft of any insured property from any unattended vehicle (parked, with no dedicated security services).

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

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**LAWS OR REGULATIONS PROHIBITING COVERAGE**

**THIS ENDORSEMENT, EFFECTIVE:** January 10, 2015

**(12:01 A.M. local time), forms a part of**

**POLICY:**

**ISSUED TO:** As Per Certificate

This insurance does not apply to the extent that any law or regulation including, but not limited to, economic or trade sanction prevents the Insurer from paying the claim.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**



### **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

## 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



## 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

**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:

Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2

Tel: 1-877-455-6937

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)

10/20

LSW1542F

## NOTICE CONCERNING PERSONAL INFORMATION

### **Introduction:**

This notice describes how Lloyd's Canada, as a data controller, collects, uses, shares and retains the personal information you provide and informs you about your choices regarding use, access and correction of your personal information. Lloyd's is committed to ensuring that any personal data it receives is protected and handled in accordance with applicable data protection laws.

### **Consent to Collection:**

By purchasing insurance or filing a claim on a policy issued by Lloyd's Underwriters in Canada, ("Lloyd's"), a customer provides Lloyd's with their 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.

### **How we Collect Information:**

We receive policy and claim information from sources such as: Lloyd's Coverholders, Lloyd's Managing Agents, insurance brokers, claims adjusters, and other insurance intermediaries.

### **What personal information we process about you and how it is used:**

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

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

- Name
- Address including postal code and country
- Policy number
- Claim number
- Claim details

We also collect information about you when you visit <https://www.lloyds.com>. Further details can be found on our online Privacy & Cookies policy at [Privacy - Lloyd's \(lloyds.com\)](#)

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 our general business administration, efficiency, and accuracy purposes, your personal information might be shared among certain Lloyd's offices. In order to properly manage the Lloyd's market and exercise certain supervisory powers, we may share your personal information with the Lloyd's Market Participants. For example, to successfully resolve any complaint, we will require all relevant information about your coverage and concerns.

To help manage our business and deliver services, we may share your personal information with third party service providers such as IT suppliers and business services. We require all our service providers to respect the confidentiality and security of personal data.

We may be under legal or regulatory obligations to share your personal data with Canadian courts, regulators, and law enforcement bodies.

Personal information collected by Lloyd's may be stored in several provinces within Canada, as well as sent for processing to Lloyd's offices in international locations such as the United States, the United Kingdom and the European Union. The collection, use and disclosure of personal information will be subject to the laws of those jurisdictions. By communicating personal information to us, for the purchase of insurance products or filing claims, you hereby consent to disclosing such personal information as may be required by the laws of that jurisdiction.

For the purposes described above, personal information may be disclosed to Lloyd's related or affiliated organisations or companies, their agents/mandataries, and to certain IT suppliers and business services providers. As some of these entities and Business Services Providers may be located outside of Canada, including in the United States of America or another foreign jurisdiction such as the United Kingdom and the European Union, the collection, use and disclosure of personal information will be subject to the laws of that jurisdiction. By communicating personal information to us, for the purchase of insurance products or filing claims, you hereby consent to these entities and Business Services Providers located outside of Canada to disclosing such personal information as required by the laws of that jurisdiction.

**Use or disclosure without consent or further notification**

Personal information may be used for a purpose other than those for which it was originally collected, without the consent, in the following situations:

- Legitimate business purposes: When it is necessary for the supply or delivery of a product or the provision of a service you have requested. We may also be required to share information to investigate allegations of fraud; where permitted or required by law; to protect and defend legal claims; and, at the request of government institutions in accordance with applicable laws.
- Interest of the individual: When it is clearly used for your benefit.
- Research, data analytics and AI. Only if it is used for purposes consistent with those it was collected, for study or research purposes, or for statistical purposes (where if the information has been de-identified).

**Retention**

We retain personal information for the purposes described above, for so long as is necessary to achieve those purposes. We will also retain information for so long as required by or regulatory obligations or by law.

**Your rights**

You have certain rights as an individual which you can exercise in relation to the information we hold about you. If you make a request to exercise any of your rights, we reserve the right to ask you for a proof of your identity. We aim to acknowledge your request as soon as possible and will address your query within one month from your request.

You have the following rights:

**The right to access**

You are entitled to a confirmation to how we are processing your data, a copy of your data, and information about the purposes of processing, who do we disclose it to, whether we transfer it abroad and how we protect it, how long we keep it for, what rights you have, where we got your data from and how you can make a complaint.

We may have to decline a request due to legal restrictions. This could include, but are not limited to:

- the information is subject to solicitor/client privilege,
- providing the information would reveal personal information about a third party, or
- providing the information could compromise the investigation of a claim.

**The right to rectification**

If you believe the personal information we hold about you is inaccurate or incomplete, you can request for it to be rectified.

**The right to be forgotten**

If you withdraw your consent, terminate a contract with us or you believe the personal information is no longer necessary for the purposes for which it was collected, you may request your data to be deleted. However, this will need to be balanced against other factors. For example, there may be certain regulatory obligations which may prevent us from completing your request.

**The right to data portability**

If we collected your information under a contract or your consent, you can request from us to transfer your personal information to provide it to another third party of your choice.

**The right to withdraw consent**

If we processed your personal information under your consent, you can withdraw consent to the communication or use of the information collected; assuming it is no longer needed for the purposes it was collected.

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

For further information about Lloyd's management of personal information or to request, access, corrections, deletion, or to make a complaint, please contact:

Lloyd's Underwriters  
Attention: Nicole Seymour, Privacy Officer  
Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930,  
P.O. Box 51 Toronto, Ontario M5J 2J2 Tel:  
1-416-360-1512  
E-mail: [LloydsCanada@lloyds.com](mailto:LloydsCanada@lloyds.com)

08/23  
LSW1543E

# Code of Consumer Rights and Responsibilities

Insurers (including Lloyd's Underwriters), along with the brokers and agents who sell home, auto and business insurance are committed to safeguarding your rights both when you shop for insurance and when you submit a claim following a loss. Your rights include the right to be informed fully, to be treated fairly, to timely complaint resolution, and to privacy. These rights are grounded in the contract between you and your insurer and the insurance laws of your province. With rights, however, come responsibilities including, for example, the expectation that you will provide complete and accurate information to your insurer. Your policy outlines other important responsibilities. Insurers and their distribution networks, and governments also have important roles to play in ensuring that your rights are protected.

## **Right to Be Informed**

You can expect to access clear information about your policy, your coverage, and the claims settlement process. You have the right to an easy-to-understand explanation of how insurance works and how it will meet your needs. You also have a right to know how insurers calculate price based on relevant facts. Under normal circumstances, insurers will advise an insurance customer or the customer's intermediary of changes to, or the cancellation of a policy within a reasonable prescribed period prior to the expiration of the policy, if the customer provides information required for determining renewal terms of the policy within the time prescribed, which could vary by province, but is usually 45 days prior to expiry of the policy.

You have the right to ask who is providing compensation to your broker or agent for the sale of your insurance. Your broker or agent will provide information detailing for you how he or she is paid, by whom, and in what ways.

You have a right to be told about insurers' compensation arrangements with their distribution networks. You have a right to ask the broker or agent with whom you deal for details of how and by whom it is being paid. Brokers and agents are committed to providing information relating to ownership, financing, and other relevant facts.

## **Responsibility to Ask Questions and Share Information**

To safeguard your right to purchase appropriate coverage at a competitive price, you should ask questions about your policy so that you understand what it covers and what your obligations are under it. You can access information through one-on-one meetings with your broker or agent. You have the option to shop the marketplace for the combination of coverages and service levels that best suits your insurance needs. To maintain your protection against loss, you must promptly inform your broker or agent of any change in your circumstances.

## **Right to Complaint Resolution**

Insurers, their brokers and agents are committed to high standards of customer service. If you have a complaint about the service you have received, you have a right to access Lloyd's Underwriters' complaint resolution process for Canada. Your agent or broker can provide you with information about how you can ensure that your complaint is heard and promptly handled. Consumers may also contact their respective provincial insurance regulator for information. Lloyd's is a member of an independent complaint resolution office, the General Insurance OmbudService.

## **Responsibility to Resolve Disputes**

You should always enter into the dispute resolution process in good faith, provide required information in a timely manner, and remain open to recommendations made by independent observers as part of that process.



**Right to Professional Service**

You have the right to deal with insurance professionals who exhibit a high ethical standard, which includes acting with honesty, integrity, fairness and skill. Brokers and agents must exhibit extensive knowledge of the product, its coverages and its limitations in order to best serve you.

**Right to Privacy**

Because it is important for you to disclose any and all information required by an insurer to provide the insurance coverage that best suits you, you have the right to know that your information will be used for the purpose set out in the privacy statement made available to you by your broker, agent or insurance representative. This information will not be disclosed to anyone except as permitted by law. You should know that Lloyd's Underwriters are subject to Canada's privacy laws - with respect to their business in Canada.

10/12

LSW1565C

**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 recorded 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 recorded 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 recorded 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 recorded mail addressed to, the insured's last known address as provided to the insurer by the insured.

## 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.

01/07/12

LSW1815

**STATUTORY CONDITIONS  
(Manitoba)**

**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 contract**

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 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 costs 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 of 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.

#### **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.



## 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.

## **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.

## **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.

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**RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE -  
PHYSICAL DAMAGE - DIRECT**

This policy does not cover any loss or damage arising directly or indirectly from nuclear reaction nuclear radiation or radioactive contamination however such nuclear reaction nuclear radiation or radioactive contamination may have been caused \* NEVERTHELESS if Fire is an insured peril and a Fire arises directly or indirectly from nuclear reaction nuclear radiation or radioactive contamination any loss or damage arising directly from that Fire shall (subject to the provisions of this policy) be covered EXCLUDING however all loss or damage caused by nuclear reaction nuclear radiation or radioactive contamination arising directly or indirectly from that Fire.

\* NOTE. - If Fire is not an insured peril under this policy the words "NEVERTHELESS" to the end of the clause do not apply and should be disregarded.

NMA1191

07/05/1959

### TERRORISM EXCLUSION ENDORSEMENT

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 act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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 any act of terrorism.

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.

NMA2920

08/10/2001

## WAR AND CIVIL WAR EXCLUSION CLAUSE

Notwithstanding anything to the contrary contained herein this Policy does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

NMA0464

01/01/1938