ZURICH INSURANCE COMPANY LTD (CANADIAN BRANCH)

DEVICE PROTECTION PLAN - BYOD

DECLARATIONS

Name of Insured:

Address of Insured:

Email address of Insured:

Insured Device (include serial number, IMEI or other identifying number):

MSRP of Device:

Date of Commencement of Insurance:

Premium for Coverage:

Tier	Eligible Device Unsubsidized MSRP at Time of Enrollment	Monthly Premium
1	$0-$3,000	$9.99

Occurrence Limit: $3,000

Aggregate limit: $6,000, or two (2) occurrences within any twelve (12) month period, whichever occurs first.

Maximum retail value of replacement device, including covered accessories: $3,000

Deductible:

Tier	Eligible Device Unsubsidized MSRP at Time of Enrollment	Screen Repair Deductible	All Other Repair Damage Deductible Including Back Glass	Replacement Deductible	Battery Replacement Deductible
1	$0-$3,000	$39.00	$129.00	$129.00	$39.00

A claim conversion fee equal to the difference between the repair deductible paid and the repair or replacement deductible due will be charged if the device has damage beyond the screen or cannot be repaired and you elect to have it replaced. A non-return fee not exceeding the unsubsidized, new retail price of the Insured Device at the time of enrollment may be charged if you do not return the device within 30 days of receipt of a replacement device. A locked device fee not exceeding the unsubsidized, new retail price of the Insured Device at the time of enrollment may be charged if you do not return the Insured Device to us unlocked.

Administrator and Restricted Insurance Agent:
Likewize Device Protection, Ltd.
1235 Bay Street
Toronto, Ontario M5R 3K4

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In witness whereof, the Insurer has caused this policy to be signed by its Chief Executive Officer and Chief Agent in Canada, but this policy shall not be valid unless countersigned by a duly authorized representative of the Insurer.



Chief Executive Officer and Chief Agent, Canada

Privacy Consent Notice

By submitting the requested information, which may include, but is not limited to, name, address, date of birth, driver's licence number, medical information, financial information, driving record, automobile insurance policy history, and automobile insurance claims history, you are providing consent to Zurich Insurance Company Ltd and its subsidiaries and affiliates located in your country of residency or abroad (collectively, "Zurich"), for the collection, storage, use, disclosure, and processing of your personal information as may be necessary for the purposes of securing and administering the requested insurance coverage(s), including but not limited to, risk evaluation, policy execution, premium setting, premium collection, claims adjusting, administration, investigation and settlement, fraud prevention, detection and suppression, or statistical evaluation. You are also providing consent to Zurich for the disclosure of your personal information to third parties, as required for and in relation to the above-stated purposes, including reinsurers, third party administrators, brokers, agents, claims adjusters, regulators or other governmental or public bodies, taxing authorities, industry associations, other insurers, and other third parties involved in providing insurance services ("Third Parties"). If your policy is being arranged by a broker or an agent, you authorize Zurich to collect, store, use, disclose, and process personal information received from such broker or agent in relation to the above-stated purposes. Additionally, by providing information about a third party, including but not limited to, a family member, director, officer, employee, or any party that has an interest in or derives a benefit from the policy, you hereby covenant and warrant that you have obtained the appropriate consent from such third party to disclose their personal information to Zurich and for Zurich to use and disclose such information for any of the above-stated purposes.

Zurich is committed to protecting the privacy and confidentiality of information provided. Your personal information may be processed by and is securely stored within the offices of Zurich and authorized Third Parties, both in domestic and foreign jurisdictions outside Canada and is subject to applicable laws.

Zurich may retain your personal information as needed for any of the above-stated purposes or as necessary to comply with Zurich's legal and regulatory obligations, resolve disputes, and enforce Zurich's agreements. You may request to review the personal information Zurich maintains about you and make corrections by writing to: Privacy Officer, Zurich Insurance Company Ltd (Canadian Branch), 100 King Street West, Suite 5500, P.O. Box 290, Toronto, ON M5X 1C9 or by emailing privacy.zurich.canada@zurich.com.

You may refuse to consent or withdraw your consent to the collection, storage, use, disclosure or processing of your personal information; however, your refusal to provide consent may result in Zurich being unable to offer and administer insurance coverage or prevent Zurich from being able to pay any claim benefits payable under your policy.

Please contact the Zurich Privacy Officer if you require further information regarding the collection, use, disclosure, processing and storage of your personal information or if you have any complaints via email at privacy.zurich.canada@zurich.com. You can also review our Privacy Policy at https://www.zurichcanada.com/en-ca/about-zurich/privacy-statement.

For the purpose of *the Insurance Companies Act* (Canada), this document was issued in the course of Zurich Insurance Company Ltd's insurance business in Canada.

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MOBILE DEVICE INSURANCE POLICY

Various provisions in this policy restrict coverage. You should read the entire policy carefully to understand your rights and obligations and what is and is not covered.

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE.

A. Definitions

Zurich Insurance Company Ltd (Canadian Branch) is the insurer that is providing this insurance. The words "**we**", "**us**", "**our**" and the "**Insurer**" refer to Zurich Insurance Company Ltd (Canadian Branch).

1. "**Administrator**" means Likewize Device Protection, Ltd.

2. "**Authorized Service Centre**" means the service centre or centres providing repair and replacement services on our behalf, as selected by us or our Administrator in our, or our Administrator's, sole discretion.

3. "**Computer Virus**" means any unauthorized intrusive code or programming that is entered by any means into covered data processing equipment, media, software, programs, systems or records and interrupts the operations of the Insured Device.

4. "**Covered Causes of Loss**" means mechanical or electrical breakdown of the Insured Device or operational or structural malfunction of the Insured Device's ability to operate due to defects in parts or workmanship, or direct physical damage to the Insured Device, except physical loss or damage recoverable under the manufacturer's warranty and those causes of loss described in the Exclusions section of this policy.

5. "**Declarations**" means the Declarations attached to and forming part of this policy.

6. "**Insured**", "**you**" and "**your**" mean the customer who purchases the Insured Device from the Wireless Service Provider.

7. **"Insured Device" means:**

   a. The wireless device owned by you and described as the Insured Device in the Declarations, and

   b. One standard battery and one wall charger used with the device described above (the "**Accessories**").

8. **"Wireless Service Provider" means Rogers Communications Inc.**

B. Coverage

We will cover the Covered Causes of Loss wherever the Insured Device is located in the world, provided that we will only cover Accessories if such Accessories are damaged with your wireless device.

1. **Property Not Covered**

   Your Insured Device does not include:

   a. Contraband or property in the course of illegal transportation or trade;

   b. Data, meaning information input to, stored on, or processed by the Insured Device, including documents, databases, messages, licenses, contact information, passwords, books, games, magazines, photos, videos, ringtones, music, screen savers and maps;

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c. Any antenna or wiring that is attached to, or protrudes from, or is on the exterior of any vehicle or watercraft;

d. Property (including property in-transit) that has been entrusted to others, other than the Authorized Service Centre, for any service, repair or replacement; or

e. A wireless device whose unique identification number (including serial number, ESN, MEID, IMEI or similar unique identification number) has been altered, defaced or removed.

C. Exclusions

This insurance does not apply to mechanical or electrical breakdown or damage directly or indirectly caused by or resulting from any of the following, regardless of whether any other cause or event contributes to the loss:

1. Governmental Authority

Seizure or destruction of property by order of governmental authority.

2. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused. If damage by fire ensues, we will pay only for such ensuing damage.

3. War

a. War, including undeclared or civil war;

b. Warlike action by a military force; or

c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these. 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.

4. Delay, Loss of Use

Indirect or consequential loss or damage, including loss of use, interruption of business, loss of service, loss of market, loss of time, loss of profits, inconvenience or delay in repairing or replacing a damaged Insured Device.

5. Dishonest or Criminal Acts

Dishonest, fraudulent or criminal acts by you, any authorized user of the Insured Device, anyone you entrust with the Insured Device, or anyone else with an interest in the Insured Device for any purpose, whether acting alone or in collusion with others.

6. Obsolescence

Obsolescence or depreciation.

7. Recall or Design Defect

a. Manufacturer’s recall; or

b. Error or omission in design, programming or system configuration.

8. Cosmetic Damage

Cosmetic damage, however caused, that does not affect the mechanical or electrical function of the Insured Device. This includes:

a. Marring, or scratching;

b. Change in colour or other change in the exterior finish;

c. Expansion or contraction.

9. Covered Under Warranty

Damage or malfunction that is covered under the manufacturer's warranty. In the event we have knowledge of a prior malfunction, proof of repair may be required before we provide coverage for future claims.

10. Late Claims

Claims not reported as required by Section 0. of this policy.

11. Repair Work

Unauthorized repair or replacement, or preventative maintenance or alterations or improvements.

12. Virus

Computer Virus whether intentional or unintentional, and whether such loss is direct or indirect, proximate or remote or is in whole or in part caused by, contributed to or aggravated by the Covered Causes of Loss insured against under this policy.

13. Voluntary Parting

Voluntarily parting with Insured Device by you or by any person you entrust with the Insured Device, whether or not induced to do so by any fraudulent scheme, trick, device or false pretense.

14. Intentional Damage

Abuse, intentional acts or use of the Insured Device in a manner inconsistent with the use for which it was designed or intended, or instructed by the manufacturer, or that would void the manufacturer's warranty, or failure to follow the manufacturer's installation, operation or maintenance instructions.

15. Loss or Theft

Loss or theft of the Insured Device.

16. Pollution

The discharge, dispersal, seepage, migration or escape of Pollutants. "**Pollutants**" means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapour, soot, fumes, acid, alkalis, chemicals, artificially produced electric fields, magnetic field, electromagnetic field, sound waves, microwaves, and all artificially produced ionizing or non-ionizing radiation and/or Waste. "**Waste**" includes materials to be recycled, reconditioned or reclaimed.

17. Personalized Data

Loss or damage to personalized data, or customized software, such as personal information managers (PIM's), ringtones, games, or screen savers; or loss or damage to antennas, external housings or casings that does not affect the mechanical or electrical function of the Insured Device.

18. Normal Wear and Tear

Normal wear and tear, gradual deterioration, inherent vice or latent defect, including normal battery deterioration.

19. Fees or Charges

Any fees or charges assessed by the Wireless Service Provider or anyone acting on their behalf.

20. Failure to Mitigate

Failure to do what is reasonably necessary to minimize the loss and to protect the Insured Device from any further loss.

21. Vermin

Insects, rodents, or other vermin.

D. Limits of Insurance

1. Aggregate Limit

The Aggregate Limit of Insurance is the most we will pay for all loss, damage under this policy or the maximum number of occurrences for a designated period of time, as shown in the Declarations.

When the Aggregate Limit is exhausted, your coverage will cease immediately, and we will notify you that your coverage has ceased and no future premiums are due.

2. Occurrence Limit

Subject to the Aggregate Limit of Insurance, the most we will pay for loss or damage in any one occurrence is the applicable Occurrence Limit of Insurance shown in the Declarations.

E. Deductible

You must pay a non-refundable Deductible, as set out in the Declarations, for each approved repair or replacement before your repair or replacement can be completed.

F. Sanctions

Notwithstanding any other terms under this policy, the Insurer shall not be deemed to provide coverage or make any payments or provide any service or benefit to any Insured or other party to the extent that such cover, payment, service, benefit and/or any business or activity of the Insured would violate any applicable trade or economic sanctions law or regulation.

G. Reporting and Filing a Claim

1. Reporting a Claim

When your Insured Device experiences a Covered Cause of Loss, visit https://protect.likewize.com/rogers/ or call 1-855-877-3887 within 60 days of the Covered Cause of Loss.

2. Filing a Claim

Upon reporting a claim, upon our request you will be required to provide us with a detailed proof of loss statement in the form we provide, together with the original bill of sale, a wireless billing statement or written verification by the Wireless Service Provider and such other information and documents as we may reasonably require. You must provide such information and documents to us within sixty (60) days of the date you report the loss or damage to us. You are responsible for the cost of providing such documents and information. If the claim is for vandalism, you will be required to provide us with a copy of the filed police report, provided that such reports are accepted by the local police.

3. Return of Insured Device

You must retain the Insured Device until your claim is completed, and you will be required to return the Insured Device to us at our expense. If the Insured Device is not returned to us within forty five (45) days of receipt of the replacement device, a non-return fee not exceeding the unsubsidized, new retail price of the Insured Device at the time of enrollment, may be charged to you. You must return the Insured Device to us unlocked. If you fail to do so, you may be charged a locked device fee not exceeding the unsubsidized, new retail price of the Insured Device at

the time of enrollment.

4. Back-Up of Software

You are responsible for backing up all software and data prior to commencement of any repairs or replacement. We are not responsible for any lost data, including documents, databases, messages, licenses, contacts, passwords, books/magazines, games, photos, videos, music or other nonstandard software or data on your Insured Device.

H. Our Duties in Event of a Claim

1. Repair or Replacement

Once a claim is approved, we will arrange for the repair or replacement of the damaged Insured Device. We will not reimburse you for any out-of-pocket expenses. We may, in our sole discretion, pay to you the current replacement market value of the damaged Insured Device instead of repairing or replacing the Insured Device.

2. Refurbished Parts

At our option, we or the Authorized Service Centre may repair the Insured Device with substitute parts or provide substitute equipment that:

a. Is of like kind, quality and functionality;

b. Is either new, refurbished or remanufactured, and may contain original or non-original manufacturer parts; and may be a different brand, model or colour.

3. Original Device Not Available

If your original make and model of device is no longer in stock, you will receive comparable equipment.

4. Delivery of Replacement Device

Once a claim is approved, you will receive the replacement by mail within 2-10 business days. We will ship approved replacement equipment directly to you within Canada or you may be required to pick up your replacement at an Authorized Service Centre.

5. Accessories

We will cover the cost associated with the repair or replacement of the Accessories, provided that the maximum retail value of the replacement device, including covered Accessories, shall not exceed to the maximum retail value shown in the Declarations.

I. Additional Conditions

1. Claim Authorization and Loss Payment

We have the right to settle the loss with you or the person you designate.

2. Eligibility

a. To be eligible for coverage you must enroll at the time of activation or equipment upgrade of your Insured Device. This enrollment window may be extended during open enrollment campaigns as agreed upon from time to time by us, the Administrator and the Wireless Service Provider. You must also remain a valid, active and current subscriber of your Wireless Service Provider in order to be entitled to coverage under this policy.

b. If you request enrollment and your request is approved by us, your coverage is retroactive to the date of your request. The successful completion of a voice or data session that logs airtime on the Wireless Service Provider's network using the Insured Device is required for coverage to be effective.

c. Eligibility for enrollment after initial activation may be subject to limitations.

d. Coverage under this policy is only available if your billing address as shown in the records of your Wireless Service Provider at the date of your enrollment is in the Province of Manitoba or Saskatchewan.

3. Cancellation

a. You may cancel your coverage under this policy at any time by (i) mailing or delivering to us advance written notice to Likewize Device Protection, Ltd., 1235 Bay Street, Suite 400, Toronto, ON M5R 3K4 or (ii) by calling the Administrator at 1-855-562-1955 stating when such cancellation is effective.

b. We may cancel your coverage under this policy by mailing or delivering to you written notice of cancellation, or by delivering notice electronically to you at least: (i) fifteen (15) days before the effective date of cancellation if we cancel for nonpayment of premium; or (ii) sixty (60) days before the effective date of cancellation if we cancel for any other reason.

c. Our notice will be mailed or delivered to you at the last mailing address known to us or sent electronically to you. Your coverage under this policy will end on the effective date of cancellation set out in our notice of cancellation.

d. If your policy is cancelled, you will be refunded any unearned premium due in accordance with applicable law.

e. The insurance provided to you under this policy is provided on a month to month basis unless you cease to be a valid, active and current subscriber of your Wireless Service Provider.

4. Assignment

You may not assign or transfer any of your rights or duties under this policy without our prior written consent.

5. Concealment, Misrepresentation and Fraud

This policy is void in any case of fraud, intentional concealment or misrepresentation of a material fact, at any time, concerning:

a. This policy;

b. The Insured Device;

c. Your interest in the Insured Device; or

d. A claim under this policy.

If, when inspected by the Authorized Service Centre, the make/model or condition of the Insured Device does not match that provided in the claim or attested to in the Proof of Loss statement, or is not damaged, we and/or our Administrator reserve the right to charge you the full retail value of the replacement device issued (up to a maximum amount shown in the Declarations).

6. Premiums

You are responsible for payment of the premiums set out in the Declarations. The premium is payable monthly in advance and will be charged to the payment method used to enroll.

7. Applicable law

This policy is governed by the laws of the Province in which the Insured Device was purchased and the federal laws of Canada applicable therein.

Statutory Conditions, General Conditions and Other Conditions (6300)

Please refer to the Statutory Conditions, General Conditions and Other Conditions applicable to your Province(s)/Territory(ies).

1. Statutory Conditions

Page 10 - All Provinces/Territories except:

a. Alberta, British Columbia and Quebec.

b. Conditions 5. (Termination) and 15. (Notice) do not apply to Ontario, please see Other Conditions for the Termination and Notice conditions that apply in Ontario.

c. Condition 14. (Action) does not apply to Manitoba, please see Other Conditions for the Action condition that applies in Manitoba.

Page 13 – Alberta.

Page 16 - British Columbia.

2. General Conditions

Page 20 – Quebec.

3. Other Conditions

Page 25.

Statutory Conditions

(For all provinces except Alberta, British Columbia and Quebec, except that paragraph 14 does not apply to Saskatchewan).

These Statutory Conditions apply to all riders, endorsements, declarations pages and other policy forms attaching to this insurance policy; however, if any of the conditions of any such riders, endorsements, declarations and other policy forms attaching to this insurance policy are more favourable to the insured than those set out in these Statutory Conditions, the conditions more favourable to the insured will prevail.

1. Misrepresentation

Where a person applying for insurance falsely describes the property to the prejudice of the Insurer, or misrepresents or fraudulently omits to communicate a circumstance which 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.

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 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.

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4. Material Change

A change material to the risk and within the control and knowledge of the Insured shall void the contract as the part affected by it , 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 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 shall, within 15 days of the receipt of the notice pay to the Insurer an additional premium; and in default of the payment the contract shall no longer be in force and the Insurer shall return the unearned portion of the premium paid.

5. Termination

(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 proportional premium for the expired time, but, in no event shall the proportional premium for the expired time be considered 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 considered to be less than a 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 start to run on the day following the receipt of the registered letter at the post office to which it is addressed.

6. Requirements After Loss

(1) Upon the occurrence of a loss of or damage to the insured property, the Insured shall, where 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 of the loss or damage 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 where 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 a 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) where required, give a complete inventory of undamaged property and showing in detail quantities, cost, actual cash value;

(d) where 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 proof of loss within the meaning of conditions 12 and 13.

7. Fraud

A fraud or a wilfully false statement in a statutory declaration in relation to 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 where the Insured refuses to do so, by a person to whom a part of the insurance money is payable.

9. Salvage

(1) The Insured, in the event of any loss or damage to the property insured under the contract, shall take all reasonable steps to prevent further damage to the property so damaged and to prevent damage to other property insured under the contract including, where necessary, its removal to prevent damage or further damage to the property.

(2) The Insurer shall contribute proportionally towards reasonable and proper expenses in connection with steps taken by the Insured and required under subparagraph (1) of this condition according to the respective interest of the parties.

10. Entry, Control, Abandonment

After 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 appraisement 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.

11. Appraisal

In the event of a 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,* or the *Insurance Contracts Act* in the case of Newfoundland and Labrador, before there can be a 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 for an appraisal is made in writing and until after proof of loss has been delivered.

12. When Loss Payable

The loss shall be payable within 60 days after completion of the proof of loss, unless the contract provides for a shorter period.

13. Replacement

(1) The Insurer, instead of making payment, may repair, rebuild, or replace the property damaged or lost, giving written notice of its intention to do so within 30 days after receipt of the proof of loss.

(2) In that event the Insurer shall start to repair, rebuild, or replace the property within 45 days after receipt of the proofs of loss, and shall after that time proceed with all due diligence to the completion of the property.

14. Action

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 1 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 the province. Written notice may be given to the Insured named in the contract by letter personally delivered to him or her or by registered mail addressed to him or her at his or her latest post office address as notified to the Insurer. In this condition, the expression "registered" means registered in or outside Canada.

Statutory Conditions

(applicable in the province of Alberta). Subject to certain exceptions set out in the Insurance Act and regulations thereunder, the Statutory Conditions are deemed to be part of every contract of insurance in force in the province of Alberta. (**Statutory Conditions** 1 and 6 to 13 apply only to contracts that include insurance against loss or damage to property).

These Statutory Conditions apply to all riders, endorsements, declarations pages and other policy forms attaching to this insurance policy; however, if any of the conditions of any such riders, endorsements, declarations and other policy forms attaching to this insurance policy are more favourable to the insured than those set out in these Statutory Conditions, the conditions more favourable to the insured will prevail.

1. Misrepresentation

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

2. Property of Others

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.

3. Change of Interest

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.

4. Material Change in Risk

(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.

5. Termination of Insurance

(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.

6. Requirements After Loss

(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.

7. Fraud

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.

8. Who May Give Notice and Proof

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.

9. Salvage

(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.

10. Entry, Control, Abandonment

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.

11. In Case of Disagreement

(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.

12. When Loss Payable

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.

13. Repair or Replacement

(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.

14. Notice

(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.

15. Action

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*.

Statutory Conditions

(applicable in the province of British Columbia). Subject to certain exceptions set out in the Insurance Act and regulations thereunder, the Statutory Conditions are deemed to be part of every contract of insurance in force in the province of British Columbia. (**Statutory Conditions** 1 and 6 to 13 apply only to contracts that include insurance against loss or damage to property).

These Statutory Conditions apply to all riders, endorsements, declarations pages and other policy forms attaching to this insurance policy; however, if any of the conditions of any such riders, endorsements, declarations and other policy forms attaching to this insurance policy are more favourable to the insured than those set out in these Statutory Conditions, the conditions more favourable to the insured will prevail.

1. Misrepresentation

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

2. Property of others

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.

3. Change of interest

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.

4. Material change in risk

i. 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.

ii. 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.

iii. If an insurer or its agent is notified of a change under subparagraph (1) of this condition, the insurer may

1. terminate the contract in accordance with Statutory Condition 5, or

2. 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.

iv. 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.

5. Termination of insurance

i. The contract may be terminated

1. 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

2. 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.

6. Requirements after loss

i. 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,

1. 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.

7. Fraud

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.

8. Who may give notice and proof

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.

9. Salvage

a. 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.

b. 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.

10. Entry, control, abandonment

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.

11. In case of disagreement

a. 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.

b. 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.

12. When loss payable

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.

13. Repair or replacement

a. 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.

b. 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.

14. Notice

a. 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.

b. 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.

15. Action

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*.

General Conditions

(This Policy is subject to the Civil Code of Quebec)

Reference to Civil Code articles in some instances is for easier reading only and should not be construed as exact quotations.

These General Conditions apply to all riders, endorsements, declarations pages and other policy forms attaching to this insurance policy; however, if any of the conditions of any such riders, endorsements, declarations and other policy forms attaching to this insurance policy are more favourable to the insured than those set out in these General Conditions, the conditions more favourable to the insured will prevail.

For all coverages except where inapplicable.

1. Statements

1.1 Representation of risk (Article 2408)

The client, and the Insured if the Insurer requires it, is bound to represent all the facts known to him which are likely to materially influence an insurer in the setting of the premium, the appraisal of the risk or the decision to cover it, but he is not bound to represent facts known to the Insurer or which from their notoriety he is presumed to know, except in answer to inquiries.

The client means the person submitting an insurance application.

1.2 Material change in risk (Articles 2466 and 2467)

The Insured shall promptly notify the Insurer of any change that increases the risks stipulated in the policy and that results from events within his control if it is likely to materially influence an insurer in setting the rate of the premium, appraising the risk or deciding to continue to insure it.

On being notified of any material change in the risk, the Insurer may cancel the contract or propose, in writing, a new rate of premium. Unless the new premium is accepted and paid by the Insured within thirty days of the proposal, the policy ceases to be in force.

1.3 Misrepresentations or concealment (Articles 2410, 2411 and 2466)

Any misrepresentation or concealment of relevant facts mentioned in section 1.1 and in the first paragraph of section 1.2 by the client or the Insured nullifies the contract at the instance of the Insurer, even in respect of losses not connected with the risk so misrepresented or concealed.

Unless the bad faith of the client or of the Insured is established or unless it is established that the Insurer would not have covered the risk if he had known the true facts, the Insurer remains liable towards the Insured for such proportion of the indemnity as the premium he collected bears to the premium he should have collected.

1.4 Warranties (Article 2412)

Any increase in risk resulting from a breach of warranty suspends the coverage until accepted by the Insurer or until such breach has been remedied by the Insured.

2. General Provisions

2.1. Insurable interest (Articles 2481 and 2484) *(Applicable to property insurance only*)

A person has an insurable interest in a property where the loss or deterioration of the property may cause him direct and immediate damage. It is necessary that the insurable interest exist at the time of the loss but not necessary that the same interest have existed throughout the duration of the contract. The insurance of a property in which the Insured has no insurable interest is null.

2.2. Changes (Article 2405)

The terms of this policy shall not be waived or changed except by endorsement.

2.3. Assignment (Articles 2475 and 2476)

This policy may be assigned only with the consent of the Insurer and in favour of a person who has an insurable interest in the insured property.

Upon the death or bankruptcy of the Insured or the assignment of his interest in the insurance to a co-Insured, the insurance continues in favour of the heir, trustee in bankruptcy or remaining Insured, subject to his performing the obligations that were incumbent upon the Insured.

2.4 Books and records

The Insurer and its authorized representatives shall have the right to examine the Insured's books and records related to the subject matter of this insurance at any time during the period of this policy and the three subsequent years.

2.5 Inspection

The Insurer and its authorized representatives shall have the right but are not obligated to make inspections of the risk, inform the Insured of the conditions found and recommend changes. Any inspections, surveys, findings or recommendations relate only to insurability and the premiums to be charged. They shall not constitute a warranty that the premises, property or operations are safe or healthful or comply with laws, codes or standards.

2.6 Currency

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

3. Losses

3.1. Notice of loss (Article 2470)

The Insured shall notify the Insurer of any loss which may give rise to an indemnity, as soon as he becomes aware of it. Any interested person may give such notice.

In the event that the requirement set out in the preceding paragraph is not fully complied with, all rights to compensation shall be forfeited by the Insured where such non-compliance has caused prejudice to the Insurer.

3.2. Information to be provided (Article 2471)

The Insured shall inform the Insurer as soon as possible of all the circumstances surrounding the loss, including its probable cause, the nature and extent of the damage, the location of the insured property, the rights of third parties, and any concurrent insurance; he shall also furnish him with vouchers and swear or warrant to the truth of the information.

Where, for a serious reason, the Insured is unable to fulfil such obligation, he is entitled to a reasonable time in which to do so. If the Insured fails to fulfil his obligation, any interested person may do so on his behalf.

In addition, the Insured shall forthwith send to the Insurer a copy of any notice, letter, subpoena or writ or document received in connection with a claim.

3.3. False representation (Article 2472)

Any deceitful representation entails the loss or the right of the person making it to any indemnity in respect of the risk to which the representation relates.

However, if the occurrence of the event insured against entails the loss of both movable and immovable property or of both property for occupational use and personal property, forfeiture is incurred only with respect to the class of property to which the representation relates.

3.4 Intentional Fault (Article 2464)

The Insurer is never liable to compensate for injury resulting from the Insured's intentional fault.

Where there is more than one Insured, the obligation of coverage remains in respect of those Insureds who have not committed an intentional fault.

Where the Insurer is liable for injury caused by a person for whose acts the Insured is liable, the obligation of coverage subsists regardless of the nature or gravity of that person's fault.

3.5 Notice to police
(*Applicable to property insurance only)*

The Insured must promptly give notice to the police of any loss caused by vandalism, theft or attempted theft or other criminal act.

3.6 Safeguarding and examination of property (Article 2495)
(***Applicable to property insurance only****)*

At the expense of the Insurer, the Insured must take all reasonable steps to prevent further loss or damage to the insured property and any further loss or damage resulting directly or indirectly from the Insured's failure to take such action shall not be recoverable.

The Insured may not abandon the damaged property if there is no agreement to that effect. The Insured shall facilitate the salvage and inspection of the insured property by the Insurer.

He shall, in particular, permit the Insurer and his representatives to visit the premises and examine the insured property before repairing, removing or modifying the damaged property, unless so required to safeguard the property.

3.7 Admission of liability and cooperation

The Insured shall cooperate with the Insurer in the processing of all claims.

(The following two paragraphs are applicable to liability insurance only`: Article 2504)

No transaction made without the consent of the Insurer may be set up against him.

The Insured shall not admit any liability nor settle or attempt to settle any claim, except at his own risk.

3.8 Right of action (Article 2502)
(Applicable to property insurance only)
The Insurer may set up against the injured third person any grounds he could have invoked against the Insured at the time of the loss, but not grounds pertaining to facts that occurred after the loss; the Insurer has a right of action against the Insured in respect of facts that occurred after the loss.

4. Compensation and Settlement

4.1. Basis of settlement (Articles 2490, 2491, 2493)
(Applicable to property insurance only)

Unless otherwise provided, the Insurer shall not be liable for more than the actual cash value of the property at the time of the loss as normally determined.

In unvalued policies, the amount of insurance does not make proof of the value of the insured property. In valued policies, the agreed value makes complete proof, between the Insurer and the Insured, of the value of the insured property.

If the amount of insurance is less than the value of the property, the Insurer is released by paying the amount of the insurance in the event of total loss or a proportional indemnity, in the event of partial loss.

4.2. Pair and set
(Applicable to property insurance only)

In the case of loss of or damage to any article or articles, whether scheduled or unscheduled, which are 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.

4.3. Parts
(*Applicable to property insurance only*)

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.

4.4 Replacement (Article 2494)
(***Applicable to property insurance only***)

Subject to the rights of preferred and hypothecary creditors, the Insurer re-serves the right to repair, rebuild or replace the insured property. He is then entitled to salvage and may take over the property.

4.5 Time of payment (Articles 1591, 2469 and 2473)

The Insurer shall pay the indemnity within sixty days after receiving the notice of loss or, at his request, all relevant information and vouchers, provided the Insured shall have complied with all the terms of the contract.

Any outstanding premium may be deducted from the indemnity payable.

4.6 Property of others
(*Applicable to property insurance only)*

Where a claim is made as a result of loss of or damage to property not owned by the Insured, the Insurer reserves the right to pay the indemnity to the Insured or to the owner of the property and to deal directly with such owner.

4.7 Waiver

Neither the Insurer nor the Insured shall be deemed to have waived any term or condition of the policy by any act relating to arbitration or to the completion or delivery of proof of loss, or to the investigation or adjustment of the claim.

4.8 Limitation of actions (Article 2925)

Every action or proceeding against the Insurer under this policy shall be commenced within three years from the date the right of action has arisen.

4.9 Subrogation (Article 2474)

Unless otherwise provided, the Insurer shall be subrogated to the extent of the amount paid or the liability assumed therefor under this policy to the rights of the Insured against persons responsible for the loss except when they are members of the Insured's household. The Insurer may be fully or partly released from his obligation towards the Insured where, owing to any act of the Insured, he cannot be so subrogated.

5. Other Insurance

5.1. Property insurance (Article 2496)

The Insured who, without fraud, is insured by several insurers, under several policies, for the same interest and against the same risk so that the total amount of indemnity that would result from the separate performance of such policies would exceed the loss incurred may be indemnified by the insurer or insurers of his choice, each being liable only for the amount he has contracted for.

No clause suspending all or part of the performance of the contract by reason of other insurance may be used against the Insured.

Unless otherwise agreed, the indemnity is apportioned among the insurers in proportion to the share of each in the total coverage, except in respect of specific insurance, which constitutes primary insurance.

5.2. Liability insurance

The liability insurance provided under this policy is primary insurance except when stated to apply in excess of, or contingent upon the absence of, other insurance. When this insurance is primary and the Insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Insurer's liability under this policy shall not be reduced by the existence of such other insurance. When both this insurance and other insurance apply to the loss on the same basis whether primary, excess or contingent, the Insurer shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

– Contribution by equal share:

  If all of such other collectible insurance provides for contribution by equal shares, this Insurer shall not be liable for a greater proportion of such loss than would be payable if each insurer contributed an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

– Contribution by limits:

  If any such other insurance does not provide for contribution by equal shares, this Insurer shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

6. Cancellation (Articles 2477 and 2479)

This policy may be cancelled at any time:

(a) By mere written notice from each of the Named Insureds. Termination takes effect upon receipt of the notice and the Insured shall therefore be entitled to a refund of the excess of the premium actually paid over the short-term rate for the expired time.

(b) By the Insurer giving written notice to each of the Named Insureds. Termination takes effect fifteen days following receipt of such notice by the Insured at his last known address and the Insurer shall refund the excess of premium actually paid over the pro rata premium for the expired time. If the premium is subject to adjustment or determination as to amount, the refund shall be made as soon as practicable.

Where one or more of the Named Insureds have been mandated to receive or send the notices provided for under paragraph (a) or (b) above, notices sent or received by them shall be deemed to have been sent or received by all Named Insureds.

In this Condition, the words “premium actually paid” mean the premium actually paid by the Insured to the Insurer or its representative, but do not include any premium or part thereof paid to the Insurer by a representative unless actually paid to the representative by the Insured.

7. Notice

Any notice to the Insurer may be sent by any recognized means of communication to the Insurer or its authorized representative. Notice may be given to the named Insured by letter personally delivered to him or by mail addressed to him at his last known address.

It is incumbent upon the sender to prove that such notice was received.

Other Conditions

The Conditions shown below are deemed to be part of every contract of insurance in force in the province of Ontario:

Termination

(1) This contract may be terminated,

(a) by the insurer giving to the insured fifteen days’ notice of termination by registered mail or five days’ written notice of termination personally delivered or delivered by prepaid courier if there is a record by the person who delivered it that the notice has been sent;

(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.

Notice

(1) Written notice may be given to the insurer in the following ways:

(a) It may be personally delivered at the chief agency or head office of the insurer in the Province.

(b) It may be sent by registered mail to the chief agency or head office of the insurer in the Province.

(c) It may be delivered by electronic means.

(2) Written notice may be given to the insured named in the contract in the following ways:

(a) It may be personally delivered.

(b) It may be delivered by prepaid courier to the latest address of the insured on the records of the insurer if there is a record by the person who has delivered it that the notice has been sent.

(c) It may be sent by registered mail to the latest address of the insured on the records of the insurer.

(d) It may be delivered by electronic means, if the insured consents to delivery by electronic means.

(3) In this condition, the expression “registered” means registered in or outside Canada.

The Condition shown below is deemed to be part of every contract of insurance in force in the province of Manitoba:

Action

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.