



(Insurer)
 Aviva Insurance Company of Canada
 100 King Street West
 Suite 4800
 Toronto, ON
 M5X 1A9

**CERTIFICATE OF
 AUTOMOBILE INSURANCE
 ALBERTA**

(HEREINAFTER CALLED THE INSURER)

AGENT/BROKER Code 29-0094						CODE(S) 29-0094	POLICY NUMBER 41250894					
ITEMS		SURNAME GIVEN NAMES				THIS CERTIFICATE IS EVIDENCE OF A CONTRACT OF INSURANCE BETWEEN THE INSURED AND THE INSURER, SUBJECT IN ALL RESPECTS TO THE STANDARD AUTOMOBILE POLICY (OWNER'S FORM S.P.F. NO. 1) APPROVED BY THE SUPERINTENDENT OF INSURANCE FOR THE PROVINCE STATED IN ITEM 1. UPON REQUEST, THE INSURER WILL PROVIDE TO THE INSURED A COPY OF THE SAID STANDARD POLICY FORM.						
1.		INSURED'S FULL NAME AND POSTAL ADDRESS (INCLUDING COUNTY OR DISTRICT) OUTDOORSY MARKETPLACE INC. 38936 QUEENS WAY UNIT 8B SQUAMISH, BC V8B 0K8				IN CONSIDERATION OF THE PAYMENT OF THE PREMIUM AND OF THE STATEMENTS CONTAINED IN THE APPLICATION FOR INSURANCE, THE CONTRACT PROVIDES INSURANCE AS MENTIONED IN ITEM 4 OF THIS CERTIFICATE FOR WHICH A PREMIUM IS SPECIFIED, AND NO OTHER.						
2. POLICY PERIOD		FROM:	<input checked="" type="checkbox"/> A.M. <input type="checkbox"/> P.M.	DATE(Y/M/D) 2018 04 01	TO	DATE(Y/M/D) 12.01 A.M. 2018 12 14						
		ALL TIMES ARE LOCAL TIMES AT THE INSURED'S POSTAL ADDRESS STATED HEREIN.										
3.		VEH. NO.	MODEL YEAR	TRADE NAME	V.I.N. (SERIAL NUMBER)	MODEL OR C.C.	BODY TYPE	NO. OF CYLS.	TRUCK GROSS VEHICLE WEIGHT			
PARTICULARS OF THE DESCRIBED AUTOMOBILE		AS PER SEF 21A										
		VEH. NO.	PURCHASED BY INSURED		PURCHASE PRICE TO INSURED INCLUDING EQUIPMENT	LIST PRICE NEW	NAME AND ADDRESS OF LIENHOLDER TO WHOM LOSS MAY BE JOINTLY PAYABLE					
			YEAR	MONTH	NEW OR USED							
		AS PER SEF 21A										
4. INSURING AGREEMENTS		SECTION A THIRD PARTY LIABILITY			SECTION B ACCIDENT BENEFITS			SECTION C LOSS OF OR DAMAGE TO INSURED AUTOMOBILE(S)				VEHICLE PREMIUM
PERILS		LEGAL LIABILITY FOR BODILY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY <small>(EXCLUSIVE OF COSTS AND POST JUDGEMENT INTEREST) FOR LOSS OR DAMAGE RESULTING FROM BODILY INJURY TO OR THE DEATH OF ONE OR MORE PERSONS AND FOR LOSS OR DAMAGE TO PROPERTY REGARDLESS OF THE NUMBER OF CLAIMS ARISING FROM ANY ONE ACCIDENT.</small>			PAYMENTS FOR DEATH OR BODILY INJURY			THIS POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE 1. ALL PERILS 2. COLLISION OR UPSET 3. COMPREHENSIVE (EXCLUDING COLLISION OR UPSET) 4. SPECIFIED PERILS (EXCLUDING COLLISION OR UPSET)				AS PER SEF 21A
LIMITS AND AMOUNTS IN DOLLARS		AS STATED IN SECTION B OF THE POLICY			UNINSURED MOTORIST			AMOUNT DEDUCTIBLE ON EACH SEPARATE CLAIM EXCEPT FOR LOSS OR DAMAGE BY FIRE OR LIGHTNING OR THEFT OF THE ENTIRE AUTOMOBILE				
		VEH. NO.	EACH PERSON SUB-SEC. 1	PRINCIPAL SUM SUB-SEC. 2	WEEKLY BENEFIT MAXIMUM	SUB-SEC. 3	AS STATED IN SECTION B OF THE POLICY					
PREMIUM IN DOLLARS		AS PER SEF 21A										
ENDORSEMENT NUMBERS ATTACHING		VEH. NO.	S.E.F. NO.	S.E.F. PREM.			MINIMUM RETAINED PREMIUM	TOTAL POLICY PREMIUM				
		AS PER SEF 21A										INCL.

In Witness Whereof, the Insurer has executed and attested these presents but this certificate shall not be valid unless countersigned by a duly authorized representative of the Insurer.

Authorized Signature of Insurer: Corporate Secretary

President and Chief Executive Officer

PLEASE SEE REVERSE SIDE
 APPROVED FORM - ALBERTA SUPERINTENDENT OF INSURANCE

Date Issued
 April 03, 2018

Company Use
 3851 04 29-0094 016 N 1526 - 7

Policy Number
 41250894

Claims Assist

Customer Copy

The following is a brief explanation of the insurance outlined in Item 4 - Insuring Agreements, of this certificate. The contract is contained only in the Policy.

POLICY SECTION A - THIRD PARTY LIABILITY

Provides coverage for legal responsibility to others, arising from an automobile accident causing death or injury to persons or damage to their property.

POLICY SECTION B - ACCIDENT BENEFITS

PAYMENTS FOR DEATH OR BODILY INJURY: Provides coverage to the person insured, his immediate family and certain other persons injured or killed in an automobile accident. Payments are made regardless of who is to blame for the accident.

UNINSURED MOTORIST: Allows the insured person to recover damages for bodily injury or death from the insurer caused by an uninsured or unidentified motorist. The coverage essentially applies when an insured person is travelling in a Canadian or United States jurisdiction where no uninsured motorist Fund exists.

POLICY SECTION C - LOSS OF OR DAMAGE TO INSURED AUTOMOBILE

This section of the policy provides a selection of coverages for the policyholder's own automobile. There is usually a deductible amount indicated for each coverage and this amount is either paid by the policyholder toward the cost of repairs or is deducted from the loss settlement.

ALL PERILS Subsection 1: Combines the Collision and Comprehensive coverages.

COLLISION OR UPSET Subsection 2: Covers damage caused by Collision with another car, another object or by upset.

COMPREHENSIVE Subsection 3: Covers the automobile against loss or damage caused other than by Collision or Upset. The coverage is not confined to specific hazards and is therefore broader in scope than the alternative coverage - Specified Perils (Subsection 4).

SPECIFIED PERILS Subsection 4: Covers the automobile against loss or damage caused by certain specific perils. They are fire, theft, lightning, windstorm, hail, earthquake, explosion, riot, falling aircraft, rising water, or an accident to a vehicle or boat on which the automobile is being transported.

WARNING: THE INSURANCE ACT PROVIDES THAT -

Where, (a) an applicant for a contract, (i) gives false particulars of the described automobile to be insured to the prejudice of the Insurer, or (ii) knowingly misrepresents or fails to disclose in the application any fact required to be stated therein; or (b) the insured contravenes a term of the contract or commits a fraud; or (c) the insured wilfully makes a false statement in respect of a claim under the contract, a claim by the insured is invalid and the right of the insured to recover indemnity is forfeited.

**S.E.F. NO. 23A
MORTGAGE ENDORSEMENT**

It is understood and agreed that loss, if any, under Section C of the Insuring Agreements of the policy to which this endorsement is attached shall, in the event that the automobile is not repaired or the lost or damaged parts thereof are not replaced, be payable, jointly as their interests may appear, to the Insured and to the Lienholder or Mortgagee or Assignee (herein referred to as "Lienholder") stated on the reverse side hereof.

If the insurance provided by any subsection of Section C of the Insuring Agreements of the policy is cancelled, the Insurer hereby agrees to give fifteen days written notice of such cancellation to the Lienholder. Notwithstanding anything contained in any renewal certificate issued subsequent to the date hereof, the obligation to notify the Lienholder shall not be effective after the expiry date specified in Item 2 of the policy.

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

CANCELLATION REQUEST

(To be filled out and signed by the Insured in the event of cancellation)

In consideration of the return of unearned premium, to follow if any, the within policy is hereby cancelled and surrendered, and the interim and renewal certificates, if any, for same, acknowledged to be of no effect.

Time _____ a.m.
 p.m.

YYYYYY

Effective Date of Cancellation

Signature of Insured

If payable to other than Insured, Lienholder or Mortgagee must waive claim.

Signature of Lienholder or Mortgagee

**SCHEDULE 1
(ATTACHED TO THE CERTIFICATE OF AUTOMOBILE INSURANCE
FOR VEHICLE SHARING - Alberta)**

Issued to:	OUTDOORSY MARKETPLACE INC.	Effective Date:	April 1, 2018
Policy Number:	41250894	Broker:	29-0094

It is hereby declared and agreed that:

- (i) The Name of the Insured appearing in the Certificate of Automobile Insurance (for Vehicle Sharing Alberta) shall read: OUTDOORSY MARKETPLACE INC. and any Vehicle Sharing Lessor.

“Vehicle Sharing Lessor” means a person who by agreement rents his/her automobile to a Vehicle Sharing Lessee through the business of Vehicle Sharing facilitated by the named insured.

“Vehicle Sharing Lessee” means a person who rents the automobile from a Vehicle Sharing Lessor through the business of Vehicle Sharing facilitated by the named insured. The Vehicle Sharing Lessee shall include any person who with the consent of the Vehicle Sharing Lessee is in possession of or who operates the automobile.

“Vehicle Sharing” means a service through which a Vehicle Sharing Lessor makes his/her automobile available for use to a Vehicle Sharing Lessee as a rented automobile through an application on a mobile or web-based device facilitated by the named insured. This definition does not include any personal use of the automobile by the Vehicle Sharing Lessor for which coverage is available under the Vehicle Sharing Lessor’s own personal automobile insurance policy and not excluded under 1.8.3 of same.

“Described Automobiles” means automobiles rented by the Vehicle Sharing Lessors for the purpose of Vehicle Sharing, which are licensed, plated and originating from the province of Alberta.

**TO BE READ IN CONJUNCTION WITH THE “APCF 5C- VEHICLE SHARING ENDORSEMENT” WHICH
FORMS PART OF THE POLICY TO WHICH THIS SCHEDULE 1 IS ATTACHED.**

Lienholders (to whom loss may be jointly payable) Schedule (For Vehicle Sharing-Alberta)

Attached to the Certificate Of Automobile Insurance
(For Vehicle Sharing - Alberta) and forming part of
Policy No.: 41250894

Named Insured: Named Insured as Per Schedule 1
Broker Name: Code 29-0094

Effective Date: April 1, 2018
No.: 29-0094

It is hereby declared and agreed that the name of the Lienholder in the Certificate of Automobile Insurance (For Vehicle Sharing - Alberta) shall include all Lienholders who have a registered lien on an automobile owned or leased by a Vehicle Sharing Lessor.

“Lienholders” mean in respect of an automobile, any persons who have a registered lien on an automobile owned or leased by a Vehicle Sharing Lessor.

“Vehicle Sharing Lessor” means a person who by agreement, rents his/her automobile to a Vehicle Sharing Lessee through the business of Vehicle Sharing facilitated by the named insured.

“Vehicle Sharing Lessee” means a person who rents the automobile from a Vehicle Sharing Lessor through the business of Vehicle Sharing facilitated by the named insured. The Vehicle Sharing Lessee shall include any person who with the consent of the Vehicle Sharing Lessee is in possession of or who operates the automobile.

“Vehicle Sharing” means a service through which a Vehicle Sharing Lessor makes his/her automobile available for use to a Vehicle Sharing Lessee as a rented automobile through an application on a mobile or web-based device facilitated by the named insured. This definition does not include any personal use of the automobile by the Vehicle Sharing Lessor for which coverage is available under the Vehicle Sharing Lessor’s own personal automobile insurance policy and not excluded under 1.8.3 of same.

“Described Automobiles” means automobiles rented by the Vehicle Sharing Lessors for the purpose of Vehicle Sharing, which are licensed, plated and originating from the province of Alberta.



(Insurer)
Aviva Insurance Company of Canada Inc.

Named Insured: OUTDOORSY MARKETPLACE INC.	Policy Number: 41250894	Effective Date: APRIL 1, 2018
Broker: Code: 29-0094		

S.E.F. 5c - Permission To Rent Or Lease Endorsement - (unspecified Lessees - short term leases only)

In consideration of a premium of \$ permission is hereby given for the automobile to be rented or leased; provided any period of any such renting or leasing to any one person does not exceed thirty (30) consecutive days.

It is hereby understood and agreed that while the automobile is rented or leased, exclusion (d) of section A of the policy to which this endorsement is attached is amended to read as follows:

- (d) for loss of or damage to property carried in or upon the automobile or to any property owned or rented by, or in the care, custody or control of,
 - (i) the person to whom the automobile is leased, or
 - (ii) any other person who personally drives the automobile; or

If more than one automobile is insured under this policy, this endorsement shall apply only to the automobile(s) described under item(s) number * of the schedule of automobiles attached to and forming part of this policy.

* See Certificate of Automobile Insurance Insured

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.



(Insurer)
Aviva Insurance Company of Canada Inc.

Named Insured: OUTDOORSY MARKETPLACE INC.	Policy Number: 41250894	Effective Date: APRIL 1, 2018
Broker: Code: 29-0094		

S.E.F. 5d - Conversion Coverage Endorsement - (rented or leased automobiles)

In consideration of a premium of \$ it is hereby understood and agreed that while the automobile is rented or leased, exclusion 1 (b) of section C of the Insuring Agreements of the policy to which this endorsement is attached is amended to read as follows:

- 1(b) caused by the conversion, embezzlement, theft or secretion by any person in lawful possession of the automobile under a mortgage, conditional sale or other similar written agreement; or

Each conversion, embezzlement, theft or secretion with respect to which indemnity is provided by this endorsement shall give rise to a separate claim in respect of which the Insurer's liability shall be limited to the amount of loss or damage in excess of the sum of \$ payable by the Insured.

If more than one automobile is insured under this policy, this endorsement shall apply only to the automobile(s) described under item(s) number * of the schedule of automobiles attached to and forming part of this policy.

- * See Certificate of Automobile Insurance
- * All Automobiles Insured

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.



(Insurer)
Aviva Insurance Company of Canada

Named Insured: OUTDOORSY MARKETPLACE INC.	Policy Number: 41250894	Effective Date: APRIL 1, 2018
Broker: Code: 29-0094		

**S.E.F. No. 21a - MONTHLY REPORTING BASIS FLEET ENDORSEMENT
(EXCLUDING QUEBEC, MANITOBA, SASKATCHEWAN AND BRITISH COLUMBIA)**

Insurer: Aviva Insurance Company of Canada	
Insured: OUTDOORSY MARKETPLACE INC. 38936 QUEENS WAY, UNIT 8B SQUAMISH, BC V8B 0K8	This endorsement shall be effective from: AM 12:01
	2018 04 01 PM
	YYYY MM DD Local Time
Broker:	

It is hereby understood and agreed:

- (a) The policy shall provide insurance with respect to all automobiles, except those licensed or required to be licensed in the Province(s) of Quebec, Manitoba, Saskatchewan or British Columbia, which are:
- (i) owned by and licensed in the name of the Insured,
 - (ii) leased from the following lessor(s) for a period in excess of 30 days on which the Insured as lessee is required to provide insurance under a written lease agreement.

Lessor(s) Name(s) and Address(es):
As per Lessors Schedule (For Vehicle Sharing – Alberta) attached.

- (iii) leased for a period in excess of 30 days under a written lease agreement from a lessor other than those listed above providing the name and address of such lessor is reported to the insurer within 14 days following the date of delivery of the first such leased automobile to the Insured.
- (b) (i) Notwithstanding the form of policy to which this endorsement is attached the Standard Automobile policy of the Province or Territory where the automobile is licensed, shall apply where applicable.
- (ii) The policy shall provide insurance for Third Party Liability, Accident Benefits where mandatory, or where Accident Benefits coverage is shown, and for loss of or damage to insured automobiles but only when a deductible is specified opposite the type or description of automobiles listed on this endorsement.

Scope of Insurance Coverage

THIRD PARTY LIABILITY	LIMIT \$2,000,000						
ACCIDENT BENEFITS (WHERE MANDATORY)	LIMITS AS SET OUT BY JURISDICTIONAL LEGISLATION						
TYPE OF USE OR DESCRIPTION OF AUTOMOBILES	NEWFOUNDLAND ACCIDENT BENEFITS			ALL PERILS DEDUCTIBLE	COLLISION OR UPSET DEDUCTIBLE	COMPREHENSIVE DEDUCTIBLE	SPECIFIED PERILS DEDUCTIBLE
	EACH PERSON	PRINCIPAL SUM	WEEKLY MAX				
	SUB-SEC. 1	SUB-SEC. 2					
MOTORHOME					1000	1000	
ANY TYPE OF USE OR DESCRIPTION OF AUTOMOBILES NOT LISTED							
ENDORSEMENTS AS ATTACHED TO THE POLICY: #44							

- (c) The Schedule of automobiles filed with the Insurer includes all automobiles, as set out in (a) above, at the effective date of the Policy.

NO COVERAGE IS PROVIDED BY THIS ENDORSEMENT ON ANY AUTOMOBILE OWNED OR LEASED BY THE INSURED PRIOR TO THE EFFECTIVE DATE OF THE POLICY WHICH IS NOT INCLUDED ON THE SCHEDULE OF AUTOMOBILES FILED WITH THE INSURER UNTIL A REQUEST FOR COVERAGE HAS BEEN FILED WITH THE INSURER.

- (d) The total premium stated in Item 4 of the Policy is an advance premium only and is due and payable at the effective date of the Policy.
- (e) The premium for this policy is based on the following rates per RENTAL DAYS and the estimated total of Receipts () Mileage () Other (X) for the policy period is .
 (State Applicable Basis of Rating)

SECTIONS		PERILS	RATE
SECTION A		Third Party Liability	INCL
SECTION B		Accident Benefits	INCL
Loss of or Damage to Insured Automobile:			
SECTION C	Sub-Sections		
	1	All Perils	
	2	Collision or Upset	
	3	Comprehensive (Excluding Collision or Upset)	INCL
	4	Specified Perils (Excluding Collision or Upset)	INCL
Total Rate \$			

- (f) On or before the fifteenth day of each month during the policy period the Insured shall render to the Insurer a statement of the actual amount of Receipts () Mileage () Other (X) for the preceding month. Upon receipt of this statement (from the Insured)
 (State Applicable Basis of Rating)
 the earned premium shall be computed monthly by applying the rates specified in paragraph E hereof and is due and payable as agreed between the Insurer and Insured.
- (g) The Insurer shall have the right and opportunity whenever the Insurer so desires, to examine the books and records of the Insured insofar as they relate to the premium basis or subject matter of the Policy.

This endorsement is attached to and forms part of the policy and shall be effective from the local time and date of the policy or renewal, thereof, or if added to the policy during the policy period, from the local time and effective date of the endorsement specifying the addition of this coverage.

Except as otherwise provided in this endorsement, all limits, terms and conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

RECREATIONAL VEHICLE AND PARK MODEL POLICY ALL RISKS – ACTUAL CASH VALUE

The policy consists of these wordings, the Certificate of Property Insurance which contains information that is unique to your insurance policy and other forms that may need to be attached to complete your package coverage. Together, these represent the legal contract of indemnity that exists between you and us. This policy contains various exclusions and limitations which eliminate or restrict coverage. Please read it carefully.

INSURING AGREEMENT

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

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

The Certificate of Property Insurance summarizes the Insurance coverage you have selected and the premiums, limits, amounts and deductibles that apply to them. Among other things, the Certificate of Property Insurance also identifies the policyholder, the policy term and any Endorsements that apply to your Insurance Coverage.

Only losses that occur within the period of insurance as specified on the certificate of insurance will be covered under this policy. There will be no coverage for any loss that occurred or was in progress prior to the policy period inception date or after the policy period expiry date shown on the Certificate of Property Insurance.

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

If during the term of this policy we change the insurance of the kind provided by this policy to provide more coverage at no additional cost, you will automatically benefit from that change at no increase in premium.

This form consists of three Sections:

SECTION I describes the insurance on your property.

SECTION I - PROPERTY COVERAGES

DEFINITIONS

"Actual Cash Value" means various factors shall be considered in the determination of actual cash value. Such factors shall include but are not limited to replacement cost less any depreciation and market value. In determining depreciation consideration shall be given to the condition of the property immediately before the loss or damage, the resale value, the normal life expectancy of the property and obsolescence.

"Business or Business Pursuit" means any continuous, regular or occasional activity of any kind undertaken for financial gain, and includes a trade, profession or occupation.

"Business Property" means property of any description related to a business pursuit conducted on the premises or elsewhere.

"Civil Authority" means any person acting under the authority of the Governor General in Council of Canada or the Lieutenant Governor in Council of a Province, and/or any person acting with authority under a Federal, Provincial or Territorial legislation with respect to the protection of persons and property in the event of an emergency.

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

"Data Problem" means:

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

"Data Recovery" means services performed by a professional for the process of salvaging electronic data from damaged hard drive(s) installed in your personal computer.

"Data Recreation" means services performed by a professional to manually recreate electronic data stored on damaged hard drive(s) installed in your personal computer.

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

"e-bike (electric bike)" means a power assisted bicycle that meets the federal and provincial definitions of a power assisted bicycle and is incapable of attaining speeds higher than 32 km/h on level ground.

"Flood" means waves, tides, tidal waves, tsunamis, or the rising of, the breaking out or the overflow of, any body of water, whether natural or man-made.

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

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

"Ice Damming" means the buildup of ice and water on the roof, or within the eaves trough and downspout system, caused by repeated thawing and freezing of ice and snow within the eaves trough and downspout system.

"Insured" means the person(s) or entity(s) named as Insured on the Certificate of Property Insurance

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

"Permanently Installed Electrical Devices and Appliances" mean electrical devices and appliances installed by the original manufacturer of the unit which are permanently attached, affixed or mounted to and forming part of the unit.

"Premises" means the unit and land contained within the lot lines on which the unit is situated.

"Replacement Cost" means the cost, on the date of the loss or damage, of the lower of:

1. repairing the property with materials of similar kind and quality; or
2. new articles of similar kind, quality and usefulness;

without any deduction for depreciation.

"Residence Employee" means a person employed by you to perform duties in connection with the maintenance or use of the premises. This includes persons who perform household or domestic services or duties of a similar nature for you. This does not include contractors or sub-contractors. It also does not cover persons while performing duties in connection with your business.

"Renewable Energy Equipment" means solar panels and wind turbines and their apparatus permanently installed on your premises used for the generation, transmission or utilization of mechanical or electrical power.

"Specified Perils"

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

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

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

"**Spouse**" means either of two persons who are married to each other or who have together entered into a marriage that is voidable or void, or either of two persons who are living together in a conjugal relationship outside marriage and have so lived together continuously for a period of 3 years or, if they are the natural or adoptive parents of a child, for a period of 1 year.

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

"**Terrorism**" means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

"**Unit**" means the Recreational Vehicle or Park Model including built-in accessories, attached equipment described in the Certificate of Property Insurance.

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

1. all occupants have moved out with no intention of returning and no new occupant has taken up residence; or
2. in the case of a new unit, no occupant has yet taken possession within the preceding 9 months.

"**Watermain**" means a pipe forming part of a water distribution system which conveys consumable water but not wastewater.

"**We**", "**us**" or "**our**" means the company providing this insurance.

"**You**" or "**your**" refers to the insured.

COVERAGE

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

Coverage A - Unit

We insure:

1. The Unit, built-in accessories, attached equipment and attached structures.
2. Permanently installed outdoor equipment on the premises
3. Outdoor swimming pool, hot tub and attached equipment on the premises.
4. Materials and supplies located on or adjacent to the premises intended for use in construction, alteration or repair of your unit or detached private structures on the premises. We insure against the peril of theft only when your unit is completed and ready to be occupied.

Extensions of Coverage

Tear Out

If any walls, ceilings or other parts of insured buildings or structures must be torn apart before water damage covered by this form can be repaired we will pay the cost of such work and its restoration.

The cost of tearing out and replacing property to repair damage to outdoor swimming pools, hot tubs, public watermains or sewers is not insured.

Unit Fixtures and Fittings

You may apply up to 10% of the amount of insurance on your unit to insure unit fixtures and fittings temporarily removed from the premises for repair or seasonal storage.

Unit fixtures and fittings normally kept at another location you own or rent is not covered.

Outdoor Trees, Plants, Shrubs and Lawns

You may apply up to 5% in total of the amount of insurance on your unit to trees, plants, shrubs and lawns on your premises. We will not pay more than \$1,000 for any one tree, plant or shrub including debris removal expenses. We will not pay more than \$1,000 for grass including debris removal expenses.

We insure these items against loss caused by fire, theft, lightning, explosion, impact by aircraft, watercraft, or land vehicle, riot, vandalism and malicious acts. We do not insure items or lawns grown for commercial purposes.

Coverage B - Detached Private Structures

We insure structures or buildings on your premises separated from the unit by a clear space but not insured under Coverage A. If they are connected to the unit by a fence, utility line or similar connection only, they are considered to be private detached structures.

Debris Removal

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

If the amount payable for loss, including expense for debris removal, is greater than the amount of insurance an additional \$1,500 of that amount will be available to cover debris removal expense.

The deductible applies to this Coverage Feature.

Fire Department Charges

We will reimburse you for fire department charges incurred for attending your premises to save or protect insured property from loss or damage or further loss or damage, insured against by this form.

This Coverage Feature is not subject to a deductible.

Lock Replacement

If your exterior door keys are lost or stolen, your policy provides up to \$500 to re-key your locks or to replace them if it is not possible to re-key them. You must notify us within 72 hours of the discovery of the keys being lost or stolen.

This Coverage Feature is not subject to a deductible.

Insured Perils

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

Exclusions – Section 1

Property not insured:

1. Units or structures used in whole or in part for business or farming purposes;
2. retaining walls, unless the damage is caused by fire, lightning, impact by watercraft, land vehicle or aircraft, vandalism and malicious acts;
3. property at any fairground, exhibition or exposition for the purpose of exhibition or sale;
4. any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
5. any property illegally acquired, used, kept, stored, imported or transported or any property subject to forfeiture;
6. evidences of debt or title;
7. Property pertaining to a business, profession or occupation;
8. Money including cash cards or bullion;
9. Personal Property while contained in a safety deposit box in a Bank or Trust Company;
10. Jewellery, watches, gems, fur garments and garments trimmed with fur;
11. Numismatic property (such as coin collections);
12. Manuscripts, stamps and philatelic property, (such as stamp collections);
13. Collectibles, such as sports cards, sports memorabilia and comic books;
18. Works of art, such as paintings, photographs, drawings etchings, prints and lithographs, including their frames, sculptures, statuary and antiques, and hand-made rugs and tapestries.

Loss or damage not insured:

19. scratching, abrasion or chipping of any personal property or breakage of any fragile or brittle articles unless caused by a Specified Peril, accident to a land vehicle, watercraft or aircraft, or theft or attempted theft;
20. wear and tear, deterioration, defect or mechanical breakdown;
21. inherent vice or latent defect;
22. the cost of making good:
 - a. faulty or improper material;
 - b. faulty or improper workmanship; or
 - c. faulty or improper design.This exclusion does not apply to loss or damage caused directly by a resultant peril not otherwise excluded in this form.
23. a. data; or
 - b. loss or damage caused directly or indirectly by a data problem. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage except you are still insured for ensuing loss or damage caused directly by fire, explosion, smoke or water damage, all as described Specified Perils.

Nor do we insure loss or damage:

24. caused by rust or corrosion, wet or dry rot, or fungi or spores. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage
25. resulting directly from settling, expansion, contraction, moving, bulging, buckling or cracking except resulting damage to unit glass.
26. occurring after your unit has, to your knowledge, been vacant for more than 30 consecutive days;
27. caused directly or indirectly by:
 - a. any nuclear incident as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute, or any law amendatory thereof or nuclear

- explosion, except for ensuing loss or damage which results directly from fire, lightning or explosion of coal, natural or manufactured gas; or
- b. contamination by radioactive material;
- This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.
28. caused directly or indirectly by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.
 29. caused directly or indirectly, in whole or in part, by "Terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "Terrorism". This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect. This exclusion does not apply to ensuing loss or damage which directly results from fire or explosion of natural, coal or manufactured gas;
 30. resulting from an intentional or criminal act or failure to act by:
 - a. any person insured by this policy;
 - b. any other person at the direction of any person insured by this policy;
 - (1) This exclusion applies only to the claim of a person:
 - (i) whose act or omission caused the loss or damage,
 - (ii) who abetted or colluded in the act or omission,
 - (iii) who consented to the act or omission and knew or ought to have known that the act or omission would cause the loss or damage
 - (2) A person to whom this exclusion does not apply
 - (i) must co-operate with us in respect of the investigation of the loss or damage, including, without limitation,
 - by submitting to an examination under oath, if requested by us
 - by producing for examination at a reasonable time and place designated by us, documents specified by us that relate to the loss or damage and
 - by permitting extracts and copies of such documents to be made, all at reasonable place and time designated by us."
 - (ii) cannot recover more than their proportionate interest in the loss or damage property.
 31. arising directly or indirectly from the growing, manufacturing, processing, storing, possession or distribution by anyone of any drug, narcotic or illegal substances or items of any kind. This includes any alteration of the premises to facilitate such activity, whether or not you have any knowledge of such activity. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage
 32. caused by animals owned by you or in your care, custody or control;
 33. caused by birds, vermin, skunks, rodents, (other than raccoons and squirrels), bats or insects, except loss or damage to unit glass;
 34. caused by smoke from agricultural smudging or industrial operations;
 35. caused directly or indirectly by snowslide, earthquake, landslide, mudflow or any other earth movement. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage except you are still insured for ensuing loss or damage which directly results from fire or explosion;
 36. caused by vandalism or malicious acts or glass breakage occurring while your unit is under construction or vacant even if permission for construction or vacancy has been given by us;
 37. resulting from a change in ownership of property that is agreed to even if that change was brought about by trickery or fraud;
 38. caused by or resulting from contamination or pollution, or the release, discharge or dispersal of contaminants or pollutants, unless the loss or damage resulted from the sudden and accidental bursting or overflowing of your domestic fixed fuel oil tank, apparatus or pipes;

We do not insure loss or damage:

 - a. to sewers;
 - b. caused by continuous or repeated leakage or seepage whether or not you have any knowledge of such continuous or repeated leakage or seepage;
 - c. occurring while the unit is under construction or vacant, even if we have given permission for construction or vacancy;
 39. caused by theft or attempted theft of property in or from a unit under construction, or of materials and supplies for use in the construction, until the unit is completed and ready to be occupied;
 40. to an outdoor swimming pool, hot tub or equipment attached to a public watermain, caused by water escape, rupture or freezing.
 41. caused directly or indirectly by continuous or repeated seepage or leakage of water. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.
 42. caused directly or indirectly by flood, surface water, spray, storm surge, ice or waterborne objects, all whether driven by wind or not. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, unless the loss or damage resulted from the escape of water from a public watermain, swimming pool, hot tub or equipment attached;
 43. caused directly or indirectly by water except as defined in Specified Perils;

but we do not insure loss or damage:

 - a. caused by ground water or rising of the water table;
 - b. caused by surface waters;
 - c. to a watermain;
 - d. to a system or domestic water container from which the water escaped;
 - e. caused by shoreline ice build-up or by water-borne ice or other objects, all whether driven by wind or not;
 - f. occurring while the unit is under construction or vacant even if we have given permission for construction or vacancy;
 - g. caused by freezing during the usual heating season;
 - h. within a heated portion of your unit, if you have been away from your premises more than 4 consecutive days; but you will still be insured if any of the following precautions have been taken:
 - a. arranged for a competent person to enter your unit each day you were away, to ensure that heating was being maintained; or
 - b. shut off the water supply and had drained all the pipes and domestic water containers; or
 - c. if your plumbing and heating system is connected to a monitored alarm station providing 24-hour service;
 - d. ii. within an unheated portion of your unit.
 - i. the backing up or escape of water from an eaves trough or down spout, or by ice damming, provided the water has not entered through a basement or foundation wall

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage
 44. occurring while the unit is outside of Canada the territorial limits as stated in the General Conditions section of this policy.
 45. (a) to tires or consisting of or caused by mechanical fracture or breakdown of any part of the unit, or by rusting, corrosion, wear and tear, freezing, or explosion within the combustion chamber, but we will be liable if the loss or damage is coincident with other loss or damage, which is covered;
 - (b) resulting from conversion, embezzlement or by theft by any person in lawful possession of the unit under a mortgage, conditional sale, lease or any other similar written agreement;
 - (c) resulting from a voluntary transfer of title or ownership, whether or not induced to do so by any fraudulent scheme, trick or false pretense;
 46. caused in an incident:
 - (a) if you are unable to maintain proper control of the unit or towing vehicle because you are driving under the influence of intoxicating substances;
 - (b) if you are convicted of one of the following offenses relating to the operation, care or control of the unit or towing vehicle, or committed by means of a unit or towing vehicle, or any similar offence under any law in Canada or the United States:
 - (i) causing death by criminal negligence
 - (ii) causing bodily harm by criminal negligence
 - (iii) dangerous operation of motor vehicles
 - (iv) failure to stop at the scene of an accident
 - (v) for any alcohol related conviction
 - (vi) refusal to comply with demand for breath sample
 - (vii) operating a motor vehicle while disqualified from doing so;
 - (c) if you use or permit the unit or towing vehicle to be used in a race or speed test, or for illegal activity;
 - (d) if you operate the unit or towing vehicle while not authorized by law;
 - (e) if another person, with your permission, operates the unit or towing vehicle under any of these conditions

BASIS OF CLAIM PAYMENT

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

Amounts Not Reduced

Any payments made for loss or damage will not reduce the amounts of insurance provided by this policy.

Actual Cash Value

Means various factors shall be considered in the determination of actual cash value. Such factors shall include but are not limited to replacement cost less any depreciation and market value. In determining depreciation consideration shall be given to the condition of the property immediately before the loss or damage, the resale value, the normal life expectancy of the property and obsolescence.

Deductible We are responsible only for the amount by which the loss or damage covered by this policy of insurance exceeds the amount of the deductible shown on the Certificate of Property Insurance in any one occurrence.

Unit and Detached Private Structures

we will pay for the loss, damage or destruction of your unit for an amount not exceeding whichever is the least of:

1. the actual cash value;
2. your financial interest in the unit; or
3. the applicable limit of insurance stated in the Declarations.

In determining the cost of repairs or replacement we do not pay or include the increased cost of repairs or replacement due to operation of any law regulating the zoning, demolition, repair or construction of units, buildings and their related services.

Insurance Under More Than One Policy

If you have insurance on specifically described property, this policy will be considered excess insurance and we will not pay any loss or claim until the amount of such other insurance is used up.

Statutory Conditions

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

Subrogation

We will be entitled to assume all your rights of recovery against others and bring action in your name to enforce these rights when we make payment or assume liability under this policy. Your right to recover from us is not affected by any release from liability entered into by you prior to loss.

If such action on our part does not fully indemnify both you and us, the amount that we recover will be divided between you and us in the proportions in which the loss or damage has been borne by each of us respectively. The amounts so available for distribution shall be net of the costs of effecting the recovery.

GENERAL POLICY CONDITIONS

The following conditions apply to all sections of this policy including any endorsements.

Notice of Accident or Occurrence

When an accident or occurrence takes place, you must promptly give us notice (in writing if required). The notice must include:

1. your name and policy number;
2. the time, place and circumstances of the accident;
3. the names and addresses of witnesses and potential claimants.

Co-operation

You are required to:

1. help us obtain witnesses, information and evidence about the accident and co-operate with us in any legal actions if we ask you;
2. immediately send us everything received in writing concerning the claim including legal documents.

Examination

After submission of the Proof of Loss in respect of a loss which may be insured under Section I each of you may be required separately to:

1. submit to examination under oath,
2. produce for examination all documents in your possession or control that relate to the application for insurance and Proof of Loss, and
3. permit extracts and copies of such documents to be made, all at a reasonable place and time designated by us.

Waiver

We shall not be deemed to have waived any term or condition of this policy in whole or in part, unless our waiver is clearly stated and in writing, and is signed by a person authorized to do so. In addition, neither we nor you may be lawfully considered to have waived any term or condition of this policy by any act relating to the appraisal of the amount of a claim, the delivery or completion of proof, or the investigation of or adjustment of any claim under the policy.

Cancellation Provision following a Declaration of Emergency

The effective date of the termination of this policy by the Insurer, or the normal expiration of the term of this policy, is extended as follows when an "emergency" is declared by a Canadian public authority designated by statute for the purpose of issuing such an order. In no event shall the total term of this extension exceed 90 days. The "emergency" must have a direct effect or impact on an Insured or insured property located in the declared emergency area.

1. Any time limitation described in the Termination condition of this policy, with respect to termination of this policy by the Insurer, will not commence or continue to run until the "emergency" is terminated plus the lesser of:
 - a. 30 days; or
 - b. the number of days equal to the total time the "emergency" order was in effect.
2. If this policy is due to expire during an "emergency", it will continue in force until the "emergency" is terminated plus the lesser of:
 - a. 30 days; or
 - b. the number of days equal to the total time the "emergency" order was in effect.

The insured agrees to pay the pro rata premium calculated for the additional time the Insurer remains on risk as a result of the above.

"Emergency" means:

- a) a situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise; or
- b) as provided for by the relevant governing legislation if different from a).

Notice to Authorities

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

Territorial Limits

This policy insures the unit and premises only within the territorial limits of Canada and the United States of America or while in transit between points therein.

STATUTORY CONDITIONS

(Applicable to all provinces other than British Columbia, Alberta or Manitoba)

The conditions set forth in this section shall be deemed to be part of every contract in force and shall be printed in English or French in every policy with the heading "Statutory Conditions" or "Conditions légales", as may be appropriate, and no variation or omission of or addition to any statutory condition is binding on the Insured.

Statutory Conditions 1, 3, 4, 5 and 14 incorporated in this policy apply as conditions to all Coverages under Section II. Otherwise, all of the conditions set out under the title Statutory Conditions apply with respect to all of the perils insured under this policy except as these Conditions may be modified or supplemented by the provisions of the said policy or by forms or endorsements which may be attached.

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 a payment the contract is no longer in force and the Insurer shall return the unearned portion, if any, of the premium paid.

Termination

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

- (ii) stating when 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 sub-condition (1) of this condition according to the respective interests of the parties.

Entry, Control, Abandonment

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

Appraisal

11. In the event of disagreement as to the value of the property insured, the property saved or the amount of the loss, those questions shall be determined by appraisal as provided under The Insurance Act before there can be any recovery under this contract whether the right to recover on the contract is disputed or not, and independently of all other questions. There shall be no right to an appraisal until a specific demand therefore 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. Where permitted by law, every action or proceeding against the Insurer for the recovery of a claim, under or by virtue of this contract, shall be absolutely barred unless commenced within one year * next after the loss or damage occurs.

STATUTORY CONDITIONS (Applicable only to British Columbia, Alberta or 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 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. The Insurer is not liable for loss or damage to property owned by a person other than the Insured, unless
 - a. otherwise specifically 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 change of title by succession, by operation of law, or by death.

Material Change

4. (1) The insured must promptly give notice in writing to the insurer or its agent of a change that is
 - i. Material to the risk, and
 - ii. Within the control and knowledge of the insured.
- (2) If an insurer or its agent is not properly 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 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) This 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, shall 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 the 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.

- *Two years in the Yukon Territory and in the Province of Ontario.

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 him or by registered mail addressed to him at his latest post office address as notified to the Insurer. In this condition, the expression "registered" means registered in or outside Canada.

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 conditions 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 loss or damage to the insured property verified by a statutory declaration:
 - (i) giving a complete inventory of that property and showing in detail quantities, cost of that property 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 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, 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 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 making the declaration.

Who May Give Notice and Proof

8. Notice of loss under Statutory Conditions 6 (1)(a) may be given and proof of loss Statutory Conditions 6 (1)(b) may be made
 - (a) by the agent of the Insured
 - (i) the insured is absent or unable to give notice or make 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 any 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 to the property.

- (2) The insurer shall contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under sub-condition (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 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

SECTION II – PREMISES LIABILITY ENDORSEMENT

Definitions

"**Bodily Injury**" means bodily injury, sickness, disease or resulting death.

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

1. your legal representative having temporary custody of the insured premises, if you die while insured by this form, for legal liability arising out of the premises;
2. any person who is insured by this form at the time of your death and who continues residing on the premises.

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

"**Property Damage**" means:

1. physical damage to, or destruction of, tangible property;
2. loss of use of tangible property.

All other definitions in Section I have the same meaning in this section.

Coverages

This insurance applies to accidents or occurrences which take place during the period this policy is in force;

Coverage E - Your Premises Liability Protection

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

We will pay all sums which you become legally liable to pay as compensatory damages because of unintentional bodily injury or property damage arising out of your ownership, use or occupancy of the premises defined in Section II.

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

Defense, costs and supplementary expense payments as described under "defense, settlement, supplementary payments" are in addition to the amount of insurance.

We do not insure claims made against you arising from:

1. liability you have assumed by contract unless your legal liability would have applied even if no contract had been in force, but we do insure claims made against you for the legal liability of other persons in relation to your premises that you have assumed under a written contract;
2. damage to property owned by an insured;
3. damage to property used, occupied, leased or rented by or in the care, custody or control of an Insured, except for unintentional property damage to premises owned by others, or their contents, which you are using, renting or have in your custody or control caused by fire, explosion, water damage or smoke. This means smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the premises, but not smoke from fireplaces. Water Damage has the same meaning as in Section I;
4. damage to personal property or fixtures as a result of work done on them by you or anyone on your behalf;
5. bodily injury to you or to any person residing in your household other than a residence employee;
6. the personal actions of a named insured who does not reside on the premises described on the Certificate of Property Insurance;
7. liability arising out of premises, other than as herein before defined.

There are other exclusions that apply to all Coverages under Section II. Please refer to "Exclusions - Section II".

Defence, Settlement Supplementary Payments

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

We will also pay:

1. all expenses which we incur;
2. all costs charged against you in any suit insured under Coverage E;
3. any interest accruing after judgment on that part of the judgment which is within the limit of insurance of Coverage E;
4. premiums for appeal bonds required in any insured lawsuit involving you and bonds to release any property that is being held as security, up to the limit of insurance, but we are not obligated to apply for or provide these bonds;

5. expenses which you have incurred for emergency medical or surgical treatment to others following an accident or occurrence insured by this form;

Action Against Us

No suit may be brought against us:

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

Unauthorized Settlements

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

Coverage F - Voluntary Medical Payments

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

The amount of insurance shown on the Certificate of Property Insurance is the maximum amount we will pay for each person in respect of one accident or occurrence.

We will not pay:

1. expenses covered by any medical, dental, surgical or hospitalization plan or law, or under any other insurance contract;
2. your medical expenses or those of persons residing with you, other than residence employees;
3. medical expenses of any person covered by any Workers' Compensation Statute.

There are other exclusions that apply to all Coverages under Section II. Please refer to "Exclusions - Section II".

Notice of Accident or Occurrence

1. When an accident or occurrence takes place, you must promptly give us notice (in writing if required). The notice must include:
 - a. your name and policy number;
 - b. the time, place and circumstances of the accident;
 - c. the names and addresses of witnesses and potential claimants.
2. If requested by us, you must arrange for the injured person(s) to:
 - a. give us written proof of claim as soon as possible, under oath if required;
 - b. submit to physical examination at our expense by doctors we select as often as we may reasonably require;
 - c. authorize us to obtain medical and other records.

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

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

Coverage G - Voluntary Payment for Damage to Property

We will pay for unintentional direct damage you cause to property even though you are not legally liable

We do not insure:

1. damage to property owned or rented by an insured or an insured's tenant;
2. damage to property which is insured under Section I;
3. claims resulting from the loss of use, disappearance or theft of property.

There are other exclusions that apply to all Coverages under Section II. Please refer to "Exclusions - Section II".

Basis of Payment

We will pay whichever is the lower amount of:

1. what it would cost to repair or replace the property with materials of similar quality at the time of loss;
2. the amount of insurance shown on the Certificate of Property Insurance.

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

1. You must give us a written proof of claim as soon as possible, under oath if required, containing the following information:
 - a. the date, time, place and circumstances of the accident or occurrence;
 - b. the interest of all persons in the property affected.
2. If requested by us you must help us to verify the damage.

No suit may be brought against us until:

1. you have fully complied with all the terms of this Coverage;
2. 60 days after the written proof of claim has been filed with us.

Exclusions - Section II

We do not insure claims:

1. caused directly or indirectly by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
2. caused directly or indirectly, in whole or in part, by "Terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "Terrorism" This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect.
3. caused directly or indirectly by:
 - a. any nuclear incident as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute, or any law amendatory thereof or nuclear explosion, except for ensuing loss or damage which results directly from fire, lightning or explosion of coal, natural or manufactured gas; or
 - b. contamination by radioactive material;

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
4. caused by the rendering or failure to render any professional service;
5. caused by any intentional or criminal act or failure to act by:
 - a. any person insured by this policy; or
 - b. any other person at the direction of any person insured by this policy;
6. arising from the ownership, use or operation of:
 - a. any aircraft;
 - b. premises used as an airport or landing facility; and all activities related to either;
7. arising from the ownership, use or operation of any watercraft, motorized vehicle or trailer except as provided under "watercraft and motorized vehicles" in Section II;
8. arising from the ownership, use or operation of any other trailer not specified on the Certificate of Property Insurance or as provided under "watercraft and motorized vehicles" in Section II;
9. arising from the transmission of communicable disease by any person insured by this policy;
10. caused by:
 - a. sexual, physical, psychological or emotional abuse, molestation or harassment, including corporal punishment by, at the direction of, or with the knowledge of any person insured by this policy; or
 - b. the failure of any person insured by this policy to take steps to prevent sexual, physical, psychological or emotional abuse, molestation or harassment or corporal punishment;
11. arising from the distribution or display of data via a Website, the internet, intranet or similar device or system designed or intended for electronic communication of data;
12. arising from liability imposed upon or assumed by you under any workers' compensation statute;
13. for punitive or exemplary damages, meaning that part of any award by a court which is in excess of compensatory damages and is stated or intended to be a punishment to you;

14. caused by rust or corrosion, wet or dry rot, or fungi or spores. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
15. caused by the ownership, use or occupancy of the unit while outside the territorial limits as stated in the General Conditions section of this policy. notwithstanding any other similar clause in this policy or any other policy;
16. if any other insurance applies to a claim, or would have applied if this policy did not exist, this policy will be considered excess and will not pay or contribute any claim until the amount of such other insurance has been used up.

CONDITIONS

1. Statutory Conditions 1, 3, 4, 5 and 15 incorporated in this policy apply as conditions to all Coverages under Section II.
2. Only occurrences within the policy term shown on the Certificate of Property Insurance will be covered under this policy. There will be no coverage for any loss that occurred or was in progress prior to the policy period inception date or after the policy period expiry date shown on the Certificate of Property Insurance.

All other terms and conditions of the policy remain unchanged.

April 1, 2018