



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

Q.P.F. No. 1 - QUEBEC AUTOMOBILE INSURANCE POLICY (OWNER'S FORM)

A standard document approved by the Autorité des marchés financiers. POLICY NUMBER: 41250894

DECLARATIONS

ITEM 1 NAME AND ADDRESS OF THE NAMED INSURED **BROKER** Code: 29-0094
 OUTDOORSY MARKETPLACE INC.
 38936 QUEENS WAY
 UNIT 8B
 SQUAMISH, BC V8B 0K8

ITEM 2 Contract period From: April 1, 2018 12:01 a.m. to December 14, 2018 12:01 a.m.* exclusively.
 *at 12:01 A.M. standard time at the address of the **named insured**.

Described Vehicles
Please see the Q.E.F. 21a - Automobile fleet Insurance (with monthly insurance premium adjustment) for type of use or description of motor vehicle and coverage information. <small>Civil Liability - (Exclusive of interest, expenses and costs) for the 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. This policy contains a partial payment of loss clause. Deductible per occurrence except for loss or damage by fire or lightning.</small>
Rating Information
Fleet Rated Policy
Lienholders (to whom loss may be jointly payable)

Due date for payment of insurance premiums : Refer to Billing Cover Page	TOTAL POLICY PREMIUM Incl.
-----------------------------------------------------------------------------	---------------------------------------------

It is an offence to use or to be in the possession of a financial responsibility card (pink card) or copy of it, relating to a policy that has expired or been cancelled. In addition, it is an offence to operate a motor vehicle that is not an insured motor vehicle. Please destroy all copies of financial responsibility cards that are not valid.

More specific details of your policy wordings are available on the website of the Autorité des marchés financiers at www.lautorite.gc.ca or on request by contacting your broker.

This contract is only valid if it is signed by an authorized representative of the Insurer.

Corporate Secretary

President and Chief Executive Officer

CANCELLATION MUST BE SIGNED BEFORE CREDIT CAN BE GIVEN

CANCELLATION REQUEST - POLICY NO. 41250894

FOR FURTHER INFORMATION, CONTACT YOUR BROKER AT (416) 408-1920.

This section to be completed and signed by the Insured to request cancellation of this policy in its entirety.

In return for the unearned portion of the premium, if any, this policy is cancelled effective at 12:01A.M. Standard Time on _____.
Any interim and renewal certificates, including liability cards, are no longer valid.

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

Signature of Insured / Lessee

Signature of Lienholder

SHORT RATE CANCELLATION TABLE (percent of premium to retain)

Table I: Does not apply to: Motorcycles, Scooters, Mini-motos, Motorettes, Mini-bikes, Mopeds and Snowmobiles.

ANNUAL POLICIES							
Days Policy in Force	% of Premium Retained	Days Policy in Force	% of Premium Retained	Days Policy in Force	% of Premium Retained	Days Policy in Force	% of Premium Retained
1 - 3	8	93 - 96	32	185 - 188	56	277 - 280	80
4 - 7	9	97 - 99	33	189 - 192	57	281 - 284	81
8 - 11	10	100 - 103	34	193 - 195	58	285 - 288	82
12 - 15	11	104 - 107	35	196 - 199	59	289 - 292	83
16 - 19	12	108 - 111	36	200 - 203	60	293 - 296	84
20 - 23	13	112 - 115	37	204 - 207	61	297 - 299	85
24 - 26	14	116 - 119	38	208 - 211	62	300 - 303	86
27 - 30	15	120 - 122	39	212 - 215	63	304 - 307	87
31 - 34	16	123 - 126	40	216 - 219	64	308 - 311	88
35 - 38	17	127 - 130	41	220 - 222	65	312 - 315	89
39 - 42	18	131 - 134	42	223 - 226	66	316 - 318	90
43 - 46	19	135 - 138	43	227 - 230	67	319 - 322	91
47 - 49	20	139 - 142	44	231 - 234	68	323 - 326	92
50 - 53	21	143 - 146	45	235 - 238	69	327 - 330	93
54 - 57	22	147 - 149	46	239 - 242	70	331 - 334	94
58 - 61	23	150 - 153	47	243 - 245	71	335 - 338	95
62 - 65	24	154 - 157	48	246 - 249	72	339 - 341	96
66 - 69	25	158 - 161	49	250 - 253	73	342 - 345	97
70 - 73	26	162 - 165	50	254 - 257	74	346 - 349	98
74 - 76	27	166 - 169	51	258 - 261	75	350 - 353	99
77 - 80	28	170 - 172	52	262 - 265	76	354 - 365	100
81 - 84	29	173 - 176	53	266 - 268	77		
85 - 88	30	177 - 180	54	269 - 272	78		
89 - 92	31	181 - 184	55	273 - 276	79		

Table II: Motorcycles, Scooters, Mini-motos, Motorettes, Mini-bikes, Mopeds **Table III:** Snowmobiles

Month.	January	February	March	April	May	June	July	August	September	October	November	December
Table II: Motorcycles, etc.	0	0	5%	10%	10%	20%	20%	20%	10%	5%	0	0
Table III: Snowmobiles	25%	25%	15%	0	0	0	0	0	0	0	10%	25%

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

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 Ontario) 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 Quebec.

**TO BE READ IN CONJUNCTION WITH THE “QEF 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-Quebec)**

Attached to the Certificate Of Automobile Insurance
(For Vehicle Sharing - Quebec) 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 - Quebec) 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 Quebec.



(Insurer)
Aviva Insurance Company of Canada Inc.

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

Q.E.F. No. 5c - Short-term leased vehicles *(By unnamed lessees)*

Endorsement description

This **endorsement** provides coverage under the insurance contract while the specified vehicle is leased for a maximum of 30 consecutive days.

The lessee will then be considered as a "**named insured.**"

Specified vehicle: This endorsement will apply only to the following described vehicle:

See Certificate of Automobile Insurance
All Automobiles Insured

(reference number shown in the "Declarations" section of the insurance contract)

All other conditions of the insurance contract remain the same.



(Insurer)
Aviva Insurance Company of Canada Inc.

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

Q.E.F. No. 21a - Automobile fleet insurance (with monthly insurance premium adjustment)

Endorsement description

This endorsement provides the **named insured** with coverage under the insurance contract for **motor vehicles** of which, during the contract period:

- the **named insured** is the actual and registered owner, when he or she is required to maintain insurance on the **motor vehicle**; or
- the **named insured** is the lessee for at least one year or under a contract of leasing, with the obligation to maintain insurance on the **motor vehicle**

Obligations and agreements

1. On the effective date of this **endorsement**, the **named insured** must provide the **insurer** with a list of all the **motor vehicles** in his or her possession. Vehicles that are not included on the list are not "insured vehicles."
2. Upon expiry of this **endorsement**, the **named insured** must provide the **insurer**, in writing, with a statement of all **motor vehicles** added to or deleted from this list during the **endorsement** period.
3. For any added **motor vehicles**, the **insurer** will not require the **named insured** to satisfy the conditions and rules relating to a "**Vehicle of which the named insured has recently become the owner**" as set out in that definition and in the following articles:
 - Article 6.5, Section A of the insurance contract; and
 - Article 8.3, Section B of the insurance contract.

Application of coverage

Motor vehicles of which the **named insured becomes the owner** during the **endorsement** period are covered for the perils for which an **amount of insurance** or a **deductible** is shown in the table below, or entered specifically for this **endorsement** in the "Declarations" section of the insurance contract:

TYPE OF USAGE OR DESCRIPTION OF VEHICLES	SECTION A: CIVIL LIABILITY		SECTION B: DAMAGE TO INSURED VEHICLES			
	PERILS					
	Property damage or bodily injury to another person	<u>Protection 1:</u> "All perils"	<u>Protection 2:</u> Perils of collision and upset	<u>Protection 3:</u> All perils other than collision or upset	<u>Protection 4:</u> Specific perils	
	Amount of insurance	Deductible	Deductible	Deductible	Deductible	
MOTOR HOME, TRAVEL TRAILER			\$1,500	\$1,500		
TYPE OF USAGE OR DESCRIPTION OF VEHICLES NOT MENTIONED ABOVE						
Endorsements: QEF #5C, QEF #5D						

Adjustment of advance insurance premium

1. The advance **insurance premium** shown in Item 4, "Declarations" of the insurance contract is subject to an adjustment based on the rates shown in the table below, per:

RENTAL DAYS (basis of rating)
and the estimated total (receipts, miles or kilometres)
for the contract period is

<u>COVERAGE</u>	<u>PERILS</u>	<u>RATE</u>
Section A: Civil liability	Property damage or bodily injury to another person	INCL
Section B: Damage to insured vehicles	<u>Protection 1:</u> "All perils"	
	<u>Protection 2:</u> Perils of collision and upset	INCL
	<u>Protection 3:</u> All perils other than collision or upset	INCL
	<u>Protection 4:</u> Specific perils	
Total:		

2. On or before the 15th day of each month, the named insured must submit to the insurer a written statement of Rental Days (receipts, miles or kilometres) for the preceding month.

3. The amount of the advance **insurance premium** shown in Item 4, "Declarations" is due and payable on the effective date of this **endorsement**. Thereafter, this premium will be adjusted monthly on the basis of the **named insured's** monthly statements and according to the rates shown in the above table. The named insured must immediately pay any amount that exceeds the advance insurance premium.

Examination of named insured's books and records

The **insurer**, or **its** duly authorized representative, may examine the **named insured's** books and records relating to the insurance contract. The **insurer** may do so provided

- it sends prior notice to the **named insured** 14 days before;
- it obtains the written consent of the **named insured**; and
- it conducts the examination during the **named insured's** regular business hours.

All other conditions of the insurance contract remain the same.

We provide you, as a unit owner, with coverage against various perils and liabilities as described in this policy during the approved Outdoorsy rental period. **IMPORTANT:** This policy contains various conditions, exclusions and limitations which restrict coverage. Please read this policy carefully.

A GUIDE TO YOUR POLICY

SECTION I – PROPERTY COVERAGES

Describes the insurance on **your unit and detached private structures**

SECTION II – LIABILITY COVERAGES

Applies to **your** legal liability for unintentional **bodily injury** to others or damage to their property arising out of **your premises** or **your** personal actions.

This section includes voluntary medical and funeral payments and voluntary payments for damage to property. It also provides benefits to **residence employees** if they are injured while working for **you**.

SECTION III – GENERAL CONDITIONS

This section includes the Reference to Civil Code articles of the Province of Quebec.

DEFINITIONS

"**You**" and "**your**" in this section refer to the Insured. "**We**" and "**us**" refer to the company providing this insurance. Words and phrases that appear in bold face have special meanings as defined below.

The following definitions apply to the entire policy; if a definition applies to Liability Coverages only, it will be so stated.

Bodily injury means bodily injury, sickness or resulting death.

Business means any continuous or regular pursuit undertaken for **remuneration** including a trade, profession or occupation or the rental of buildings, other than an approved rental period

Collection means a group of related objects of the same general type, gathered for accumulation purposes.

Computer software means computer programs or instructions stored on electronic media, excluding video games of any kind.

Data means information (including facts, concepts or execute statements) represented in any form whatsoever.

Data Problem means:

1. Erasure, destruction, corruption, misappropriation or misinterpretation of **data**
2. Error in creating, amending, entering, deleting or using **data**
3. Inability to receive, transmit or use **data**

Detached private structures means permanent structures or buildings on the **premises** separated from the **unit** by a clear space or connected to the **unit** by a fence, utility line or similar connection only. **Detached private structures** must not be used for **unit** purposes.

Drug operations includes cultivating, harvesting, processing, manufacturing, distributing or selling of any substance falling within the Controlled Drugs and Substances Act.

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

Insured means the person(s) named as insured on the Coverage Summary page, and

1. While living in the same household:
 - a. His or her **spouse**
 - b. The relatives of either
 - c. Any person under 18 years of age in their care; and
 - d. Any person 18 years of age or over under their legal custody, IF STATED ON THE COVERAGE SUMMARY PAGE
2. A **student** who is dependent on the Named **Insured** or his or her **spouse** for support and maintenance even if temporarily residing away from the principal residence;
3. WITH RESPECT to Liability Coverages only:

- a. Any person having authorized use or custody of an animal owned by **you** and to which this insurance applies, BUT not in the course of any **business**;
- b. A **residence employee** while performing duties for **you**;
- c. If **you** die while insured by this policy:
 - i. **Your** legal representative having temporary custody of the **premises**, for legal liability arising out of the **premises**;
 - ii. Any person who was an **Insured** by this policy at the time of **your** death and who continues to reside on the **premises**.

Occurrence means an event causing loss, injury or damage; all loss, injury or damage arising out of the same general conditions will be considered as arising out of one **occurrence**, regardless of the number of claimants.

Plumbing system means water supply, distribution and drainage piping on the **premises**, including appliances and equipment attached thereto.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including fuel oil, vapour, soot, chemicals, pesticides, herbicides, waste and smoke from agricultural smudging or industrial operations.

Premises means the land contained within the rented lot lines on which the **unit** and outbuildings and related structures described on the Coverage Summary page are situated.

Property damage means damage to, or destruction of, or loss of use of property.

Remuneration means payment, in cash or in kind, made to a person for work done or services rendered.

Residence employee means a person who performs duties for **you** in connection with the maintenance or use of the **premises**, including household or domestic services. This does not include persons while performing duties in connection with **your business** or under an independent contractor agreement or service agreement.

Retention tank or holding pond means a tank in which sudden influxes of surface, ground or storm water runoff are held temporarily before being released gradually into the drainage system.

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

Spouse means a person:

1. Who is married to or has entered into a civil union with another person and is living with that person;
2. Who has been living with another person of the opposite or the same sex and has been publicly represented as that person's **spouse** for at least three years; or, in the following cases, for at least one year:
 - a. A child has been born or is to be born of their union;
 - b. They have adopted a child together;
 - c. One of them has adopted a child of the other.

Student means a person who is enrolled in and actually attends a school, college or university on a full time basis.

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 Stationary Trailer, Holiday Trailer, 5th Wheel Trailer, Tent Trailer, Park Model or Slide-on Camper unit including built-in accessories, attached equipment and any trailer hitch, sway bar or stabilizer, as described in the Declaration Coverage Summary page that are permanently installed on a camping ground.

Vacant refers to circumstances where, regardless of the presence of furnishings, all occupants have moved out with no intention of returning to reside in the **unit**.

Vandalism means the malicious destruction, damage or defacement of property for no specific reason. **Vandalism** does not include loss or damage resulting from **drug operations**.

SECTION I – PROPERTY COVERAGES

COVERAGES

Amounts of Insurance

The amounts of insurance are shown on the Coverage Summary page.

COVERAGE A - UNIT

WE INSURE:

While on the **premises**:

- a. **Your unit** including built-in furniture and equipment forming a permanent part of it, and permanent attached structures such as awnings, skirting, porches and tie down equipment;
- b. Permanently installed outdoor equipment;
- c. Temporary outdoor installations such as kitchenettes, whether assembled or not.

COVERAGE B – DETACHED PRIVATE STRUCTURES

WE INSURE:

Detached private structures on your premises.

EXTENSIONS OF COVERAGE

Subject to the limitations and exclusions of this policy, **WE COVER:**

1. Debris Removal
We will pay up to \$1,000 debris removal expenses necessarily incurred to demolish or repair insured **property damaged** by an insured peril.
2. Tear out
We will replace or repair any interior parts of the insured unit that must be removed or torn apart before any repairs can be made to the **plumbing system**, domestic water container or appliance or its equipment having caused insured water damage.

"Domestic water container or appliance" includes, but is not limited to, fish tanks, water beds, heating, air conditioning or fire extinguishing systems, swimming pools, spas, saunas, fountains and basins.

WE DO NOT INSURE:

The cost of tearing out and replacing property to repair damage related to outdoor swimming pools or spas or equipment attached, public water mains carrying drinking water or public sewers.

3. Fire Department Charges
If there is an agreement with a fire department outside the municipality where **your unit** is located, **we** will reimburse **you** if that fire department charges for attending **your unit** because of an insured peril and is not subject to a deductible.
4. Lock Replacement, Rekeying or Repair
If **your** exterior door keys are lost or stolen, **we** will pay up to \$250 (without deductible), for the replacement, rekeying or repair, whichever is the least. **You** must notify **us** within 72 hours of the discovery of the keys being lost.

INSURED PERILS

INSURED PERILS
YOU ARE INSURED against direct loss or damage to property insured caused by the following perils:
1. Fire.
2. Lightning.
3. Fluctuations in artificially generated electric currents.
4. Explosion.

EXCLUSIONS
The Insured Perils are subject to the following exclusions, which are additional to those contained elsewhere in the policy. WE DO NOT INSURE:
1. Loss or damage caused by impact by water-borne objects.
2. Loss or damage to animals.
3. Loss or damage: <ol style="list-style-type: none">a. occurring while your unit is under construction or vacant even if permission for construction or vacancy has been given by us;b. caused by theft or attempted theft;c. occurring while the premises are used in whole or in part for criminal activities.
4. Water damage:

INSURED PERILS

EXCLUSIONS

5. Smoke. This peril means smoke due to a sudden and accidental, unusual and faulty operation of any heating or cooking unit or fireplace.
6. Impact by objects, other than a vehicle or aircraft, which strike the exterior of your unit or detached private structures .
7. Impact with a vehicle or aircraft.
8. Riot.
9. Vandalism .
10. Water damage caused by: <ul style="list-style-type: none"> a. the rupture of, or the discharge or sudden and accidental overflow of water from, public watermains carrying drinking water; b. the rupture of, or the discharge, overflow or sudden and accidental spill of water from; <ul style="list-style-type: none"> i. a plumbing system; ii. a domestic water container or appliance or its equipment "Domestic water container or appliance" includes, but is not limited to, fish tanks, water beds, heating, air conditioning or fire extinguishing systems, swimming pools, spas, saunas, fountains and basins. c. water which enters in the unit through an opening which has been created suddenly and accidentally by an insured peril.

<ul style="list-style-type: none"> a. caused by continuous or repeated discharge or overflow of water, whether or not the Insured was aware of such discharge or overflow; b. caused by rupture due to freezing: <ul style="list-style-type: none"> i. of outdoor systems or vessels containing water, BUT THIS EXCLUSION DOES NOT APPLY TO DAMAGE CAUSED BY THE RUPTURE OF THE DRINKING WATER MAIN SUPPLYING THE DWELLING BUILDING ii. during the usual heating season, of property which is located within: <ul style="list-style-type: none"> • an unheated unit; • a heated unit, if you have been away from your premises for more than 4 consecutive days, but you will still be insured if you had taken either of the following precautions: <ul style="list-style-type: none"> - arranged for a competent person to enter your unit daily to ensure that heating was being maintained; or - shut off the water supply and drained all the pipes and appliances. Damage caused by freezing to property inside the premises is covered if you had taken either one of the precautions mentioned above; c. caused by entrance, seepage or run-off of ground or surface water through basement walls, doors, windows or other openings therein, foundations, basement floors or sidewalks, unless concurrently and directly caused by a peril not otherwise excluded; d. caused by entrance or seepage of rain or snow through doors, windows or other similar wall or roof openings unless through an aperture concurrently and directly caused by a peril not otherwise excluded; e. occurring while your unit is under construction or vacant even if permission for construction or vacancy has been given by us.
5. Loss or damage to wind turbines
6. Loss or damage occurring while: <ul style="list-style-type: none"> a. your unit is under construction even if permission for construction has been given by us; b. your unit is vacant even if permission for vacancy has been given by us
7. Loss or damage: <ul style="list-style-type: none"> a. which happens at any location, OTHER THAN THE UNIT DESCRIBED ON THE COVERAGE SUMMARY PAGE OR A STUDENT'S RESIDENCE, WHICH YOU OWN OR RENT, UNLESS YOU ARE TEMPORARILY LIVING THERE AT THE TIME OF THE OCCURRENCE; b. by any tenant or member of the tenant's household to property used by them; c. to: <ul style="list-style-type: none"> i. property from a unit or detached private structure under construction on the premises, materials and supplies for use in the construction or property located on or adjacent to the premises, until the unit or detached private structure is completed and ready to be occupied; ii. property from a unit or detached private structure under construction outside the

INSURED PERILS
11. Hail.
12. Windstorm.
13. Glass Breakage. Glass that forms part of your unit or detached private structures , including glass in storm windows and doors, is insured against accidental breakage.
14. Transportation. This peril means loss or damage to insured property carried in any motor vehicle or attached trailer.
15. Theft, including damage caused by attempted theft. This also applies to insured property stored in a warehouse for a period of 30 days commencing on the date you begin to store property but not beyond the date your policy term ends.

EXCLUSIONS
<p>premises, materials and supplies for use in the construction or property located on or adjacent to the site of such unit or detached private structure, until the unit or detached private structure is completed and ready to be occupied;</p> <p>d. occurring while your unit is vacant even if permission for vacancy has been given by us;</p> <p>e. to animals, birds or fish.</p>

PROPERTY EXCLUDED

WE DO NOT INSURE:

1. Any property illegally acquired or kept.
2. Any property lawfully seized or confiscated.
3. Property normally kept at any location you own OTHER THAN THE **UNIT** DESCRIBED ON THE COVERAGE SUMMARY PAGE.
4. Damage to property causing the loss, including but not limited to cases where the loss results from the breakdown, inherent vice or nature of the property.
5. Samples, goods and other property at any fairground, exhibition or exposition for the purpose of exhibition or sale.
6. Outdoor spas or swimming pools, their equipment, wherever located, and patios and decks attached to the swimming pools or spas but detached from **your unit**.
7. Docks outside the **premises** or adjacent **premises**.
8. Motorized vehicles and trailers, aircraft and parts, furnishings, equipment and accessories designed exclusively for vehicles owned by, or in the control of, the **Insured**.
9. Aircraft, drones, motorized scale model aircraft or motor vehicle kits.
10. Property of roomers or boarders who are not related to **you**, unless they are named on the Coverage Summary page.
11. Portable electronics, including, but not limited to, smart phones, tablets, personal computers, video games & gaming consoles.

COMMON EXCLUSIONS

The following exclusions are additional to those contained elsewhere in this policy. **WE DO NOT INSURE:**

1. Activities

Loss or damage occurring while the **premises**, including **your unit** or **detached private structures**, are used in whole or in part for:

 - a. **business** purposes known to the **Insured**;
 - b. farming purposes for **remuneration**;
 - c. criminal activities known to the **Insured**.
2. Contamination

Loss, damage or expense caused directly or indirectly by biological contamination of any kind and from any source.
3. Defects

Loss or damage caused by defect or mechanical, electrical or electronic breakdown or disturbance.

This exclusion does not apply:

 - a. to loss or damage caused by fluctuations in artificially generated electric currents;
 - b. to resulting damage to other insured property caused by a peril not otherwise excluded.
4. Moving of **units**

Loss or damage:

 - a. to **detached private structures** arising out of their displacement;
 - b. to **your unit** arising out of its displacement, or while the levelling jacks or blocks are removed or all utilities are disconnected, EXCEPT IF THE **UNIT** IS MOVED IN AN EMERGENCY TO PROTECT IT FROM AN INSURED PERIL.
5. By-laws

Loss or damage caused directly or indirectly, arising in consequence of or contributed to by the enforcement of any by-law, regulation, ordinance or law regulating zoning or the demolition, repair or construction of buildings or structures, which by-law, regulation, ordinance or law makes it impossible to repair or reinstate the property as it was immediately prior to the loss.
6. Gradual damage
 - a. Loss or damage to property caused by wear and tear or gradual deterioration;
 - b. Loss or damage to property caused by rust, corrosion, dampness, extremes of temperature, wet or dry rot, **fungi** or **spores**;
 - c. Repeated damage to property;

but resulting damage to other insured property caused by a peril not otherwise excluded is insured.

7. **Data**

Loss or damage caused directly or indirectly:

- a. to **data**, EXCEPT AS PROVIDED IN THE EXTENSIONS OF COVERAGE;
- b. by **data problem**.

However, if fire or explosion results from **data problem**, this exclusion does not apply to damage to insured property directly caused by such perils.

8. **Wilful negligence or criminal act**

Loss or damage resulting from any criminal act or wilful negligence by an **Insured**, but this exclusion does not apply to any other **Insured** who has not committed and is not involved in the criminal act or wilful negligence.

9. **War**

Loss, damage or expense caused directly or indirectly by invasion, war or civil war, insurrection, rebellion, revolution, military or usurped power or by operation of armed forces while engaged in hostilities, whether war be declared 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, damage or expense.

10. **Flood**

Loss, damage or expense caused directly or indirectly by flood reaching the **premises**.

"Flood" includes waves, tides, tidal waves, tsunamis, dam breaks and the rising or overflow of any stream of water or body of water, whether natural or man-made.

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, damage or expense.

HOWEVER, THIS EXCLUSION DOES NOT APPLY TO LOSS OR DAMAGE TO INSURED PROPERTY OR ANY RELATED EXPENSE caused directly by a fire or explosion resulting from flood.

11. **Natural earth movements**

- a. Loss or damage caused directly or indirectly to property by natural earth movements such as:
 - i. earthquake and volcanic eruption;
 - ii. snowslide, landslide, subsidence, erosion or expansion;
 - iii. tidal wave and tsunami.

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, damage or expense.

- b. Loss or damage caused directly to property by natural earth movements resulting from:
 - i. freezing and thawing;
 - ii. exposure to cold or heat;
 - iii. the drying out, irrigation or drainage of the ground.

12. **Water table**

Loss or damage to property caused directly or indirectly by a rising of the water table

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, damage or expense.

13. **Work on property**

Loss or damage to property while being worked on or undergoing any process, whether or not it involves the application of heat, but resulting damage to other insured property caused by a peril not otherwise excluded is insured.

14. **Pollution**

Loss, damage or expense caused directly or indirectly or arising out of the actual or threatened discharge, dispersal, release or escape of **pollutants**.

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, damage or expense.

HOWEVER, THIS EXCLUSION DOES NOT APPLY TO LOSS OR DAMAGE TO INSURED PROPERTY OR ANY RELATED EXPENSE:

- i. caused directly by a fire or explosion resulting from pollution;
- ii. caused by pollution directly resulting from a fire or explosion on the **premises**.

15. **Nuclear incident**

- a. Loss, damage or expense caused directly or indirectly by any nuclear accident as defined in any nuclear liability act, law or statute, or any law amendatory thereof or nuclear explosion;
- b. Loss or damage caused by 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, damage or expense.

16. **Terrorism**

Against loss or damage caused directly or indirectly, in whole or in part, by "terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism". 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 will remain in full force and effect.

17. **Vacancy**

Loss or damage occurring after **your unit** has, to **your** knowledge, been **vacant** for more than 30 consecutive days.

18. **Weight of ice or snow**

Loss or damage occurring to **your detached private structures** caused by the weight of ice, snow or sleet.

BASIS OF SETTLEMENT

Subject to the General Conditions of the policy, **we** will pay for insured loss or damage up to the applicable amount(s) of insurance for any loss or damage arising out of one **occurrence**.

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

If any property is subject to more than one limitation, only the lowest limitation will apply.

Deductible

This amount is shown on the Coverage Summary page and is deducted from the total amount of the insured loss or damage. The deductible applies before any limitation.

Unit and Detached Private Structures

We will pay for insured loss of or damage to the **unit** and **detached private structures** as described below.

Actual Cash Value

On the basis of Actual Cash Value, up to the applicable amount of insurance shown on the Coverage Summary page. The Actual Cash Value will take into account such things as the cost of replacement less any depreciation, and in determining depreciation **we** will consider the condition immediately before the damage, the resale value and the normal life expectancy.

In the event of a loss, **we** shall not be liable beyond the Actual Cash Value of the Described **Unit** and the loss shall be ascertained or estimated with proper deduction for depreciation, and shall in no event exceed what it would cost to repair or replace the **unit** or any part thereof with material of like kind and quality provided that in the event of any part of the **unit** being obsolete and out of stock, the liability of the Insurer in respect thereof shall be limited to the value of such part at the time of loss not exceeding the manufacturer's latest list price.

DETACHED PRIVATE STRUCTURES

Insured loss or damage to **Detached Private Structures** will be settled on the basis of the Actual Cash Value, up to the applicable amount of insurance shown in the Coverage Summary Page.

The Actual Cash Value will take into account such things as the cost of repairs or replacement less any depreciation, and in determining depreciation **we** will consider the condition immediately before the **occurrence**, the resale value and the normal life expectancy.

SECTION II – LIABILITY COVERAGE

COVERAGES

This insurance applies only to accidents or **occurrences** which take place during the term of this policy.

Amounts of Insurance

The amount of insurance for each coverage is shown on the Coverage Summary page. It applies to each **Insured** separately but is the maximum amount **we** will pay for any one accident or **occurrence** no matter how many **Insureds** are involved.

COVERAGE E – LEGAL LIABILITY

The amount of insurance shown on the Coverage Summary page under Coverage E is the maximum amount **we** will pay for all compensatory damages in respect of any one accident or **occurrence** other than as provided under Additional Agreements. **We** will pay all sums which **you** become legally liable to pay as compensatory damages because of **bodily injury** or **property damage**.

1. Personal Liability:

We will pay all sums which **you** become legally liable to pay as compensatory damages because of unintentional **bodily injury** or **property damage**, including resultant loss of use, arising out of maintenance or use of the rented **premises** described on the Coverage Summary page.

WE DO NOT INSURE:

- a. Claims arising from the sale of a commercial or industrial building or a residential building containing more than 6 dwelling units;
 - b. Damage to property;
 - i. **You** own, use, occupy or lease;
 - ii. In **your** care, custody or control;
 - iii. As a result of work done on it;
 - iv. Belonging to **you** or any person residing in **your** household;
 - c. **Bodily injury** to **you** or to any person residing in **your** household other than a **residence employee**;
 - d. Any fines, penalties, punitive damages, exemplary damages or any other sum over and above actual compensatory damages.
 - e. Claims arising from the rental of **your unit**.
2. Damage to **Premises** Owned by Others
YOU ARE INSURED for claims made against **you** arising from legal liability for unintentional damage to **premises** owned by others which **you** are using, renting, occupying or have in **your** care, custody or control, or their contents, caused by fire, explosion, smoke or water damage AS DEFINED IN SECTION I.
3. Employers' Liability
YOU ARE INSURED for claims made against **you** arising from legal liability for unintentional **bodily injury** to **residence employees** arising out of and in the course of their employment by **you**.

We DO NOT INSURE liability imposed upon or assumed by **you** under any workers' compensation statute.

ADDITIONAL AGREEMENTS

If a claim is made against **you** for which **you** are insured under Coverage E, **we** will defend **you** at our cost. **We** reserve the right to investigate, negotiate and settle any claim or suit if **we** decide this is appropriate.

In addition to the limit of insurance under Coverage E, **we** will pay:

1. All expenses which **we** incur;
2. All costs charged against **you** in any suit insured under Coverage E;
3. Any interest awarded by the court on that part of the judgment which is insured under Coverage E;
4. Premiums for:
 - a. Bonds to release any property that is being held as security;
 - b. Appeal bonds required in any insured lawsuit involving **you**; up to the amount 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 policy;
6. Reasonable expenses, EXCEPT LOSS OF EARNINGS, which **you** incur at our request.

COVERAGE F – VOLUNTARY MEDICAL OR FUNERAL PAYMENTS

WE WILL PAY medical expenses incurred within 1 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 nursing, surgical, dental, hospital, ambulance service and funeral expenses.

The amount of insurance shown on the Coverage Summary page under Coverage F 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 plan or law, or under any other insurance contract;
2. Expenses covered by any workers' compensation statute;
3. **Your** expenses or those of persons residing with **you**, OTHER THAN **RESIDENCE EMPLOYEES**;
4. Expenses for **bodily injury** caused intentionally by **you** or at **your** direction;
5. For claims arising out of the ownership, use or operation of any motorized vehicle, trailer or watercraft, except those for which coverage is shown in this section.

COVERAGE G – VOLUNTARY PAYMENT FOR DAMAGE TO PROPERTY

WE WILL PAY up to the amount shown on the Coverage Summary page under Coverage G, for **property damage** **you** cause to others even though **you** are not legally liable. **You** may also use this coverage to reimburse others for **property damage** caused intentionally by an **Insured**, 12 years of age or under.

WE DO NOT INSURE:

1. Damage arising out of the ownership, use or operation of any motorized vehicle, trailer or watercraft, except those for which coverage is provided by this section;
2. Damage caused:
 - a. To property **you** own or rent;
 - b. To property which is insured under Section 1;
3. Damage caused by the loss of use, disappearance or theft of property;

BASIS OF PAYMENT – COVERAGE G

1. **WE WILL PAY** the actual cash value of the property at the date of the **occurrence**, up to the amount shown on the Coverage Summary page under Coverage G. The Actual Cash Value is the cost of replacement less any depreciation or the cost of repairs (whichever is less) with property of like kind and quality.
2. **We** may:
 - a. Pay for the loss in money or repair or replace the property;
 - b. Settle any claim either with **you** or the owner of the property;
 - c. Take over any salvage.
3. Within 60 days after the **occurrence**, **you** must submit to **us** (under oath if required) a proof of loss containing the following information:
 - a. The amount, place, time and cause of loss;
 - b. The interest of all persons in the property affected;
 - c. The actual cash value of the property at the time of the **occurrence**.
4. If necessary, **you** must help **us** verify the damage.
5. **You** shall not bring suit against **us** until **you** have fully complied with all the terms of this policy, nor until 60 days after the required proof of loss has been filed with **us**.

COVERAGE H – VOLUNTARY COMPENSATION FOR RESIDENCE EMPLOYEES

We offer to pay the benefits described below if **your residence employee** sustains accidental **bodily injury**, even though **you** are not legally liable provided.

- a. **You** are released from any liability for the accident;
- b. **We** are subrogated in the rights of the **residence employee** or any person acting on his or her behalf against any at fault third party.

If **your residence employee** or any person acting on his or her behalf does not accept these benefits or sues **you**, **we** may withdraw our offer, but this will not affect **your** legal liability insurance.

WE WILL NOT PAY benefits for any hernia injury.

BENEFITS

In this coverage "weekly indemnity" means two-thirds of **your residence employee's** weekly wage at the date of the accident, but **we** will not pay more than \$200 per week.

1. Loss of Life

If **your residence employee** dies from injuries received in the accident within the following 26 weeks, **we** will pay:

- a. To those wholly dependent upon the **residence employee**, a total of 100 times the weekly indemnity in addition to any benefit for Temporary Total Disability paid up to the date of death;
- b. Actual funeral expenses up to \$1,000.

2. Temporary Total Disability

If **your residence employee** temporarily becomes totally disabled from injuries received in the accident within the following 14 days and cannot work at any job, **we** will pay weekly indemnity up to 26 weeks while such disability continues. **We** will not pay for the first 7 days unless the disability lasts for 6 weeks or more.

3. Permanent Total Disability

If **your residence employee** becomes permanently and totally disabled from injuries received in the accident within the following 26 weeks and cannot work at any job, **we** will pay weekly indemnity for 100 weeks in addition to benefits provided under Temporary Total Disability.

4. Permanent Partial Disability

If, as a result of the accident, **your residence employee** suffers the loss of, or permanent loss of use of any of the following, within 26 weeks of the accident, **we** will pay weekly indemnity for the number of weeks shown in the Schedule. These benefits will be paid in addition to Temporary Total Disability benefits only and for not more than 100 weeks.

SCHEDULE OF BENEFITS

For loss or irrecoverable loss of use of:	Weeks
a. Arm, forearm or hand	100
b. One finger	25
c. More than one finger:	50
d. One leg or foot	100
e. One toe	25
f. More than one toe	50
g. Both eyes	100
h. One eye	50
i. Hearing of both ears	100
j. Hearing of one ear	50

5. Medical expenses

We will also pay:

- Medical expenses including nursing, surgical, dental, hospital, or licensed nursing and ambulance expenses as a result of the accident, within 26 weeks of the accident, and up to a maximum of \$1,000;
- The cost of supplying or renewing artificial limbs or braces, made necessary by the accident, for up to 52 weeks after the accident, subject to a maximum of \$5,000;

WE DO NOT INSURE you for expenses covered by any plan or law, or any other insurance contract.

CONDITIONS

The **residence employee** must, if requested:

- Submit to a physical examination at our expense by doctors **we** select as often as **we** may reasonably require;
- Authorize **us** to obtain medical and other records.

In case of death of a **residence employee** following an accident, **we** can require an autopsy before **we** make payment.

COMMON EXCLUSIONS

The following exclusions are additional to those contained elsewhere in this policy, **we** do not insure for claims arising from:

1. Activities

- Your business** or any business use of **your premises** EXCEPT AS SPECIFIED IN THIS SECTION;
- Your** farming operations or any use of **your premises** for farming operations, if undertaken for **remuneration**, UNLESS DECLARED on the Coverage Summary page.

2. Aircraft

The ownership, use or operation of any aircraft or **premises** used as an airport or landing strip, and all necessary or incidental operations.

3. Assault or harassment

Indecent acts, sexual assault, sexual harassment, corporal punishment or abuse by or with the express or implied consent of an **Insured** or by any other person at the direction of an **Insured**.

4. Electronic communications

The distribution or display of **data** via a Website, the Internet, an intranet or extranet or any similar device or system designed or intended for electronic communication of **data**.

5. Contamination

Biological contamination of any kind and from any source.

6. Libel or slander
The publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's rights of privacy.
7. **Data**
Bodily injury or property damage caused by:
 - a. erasure, destruction, corruption, misappropriation or misinterpretation of **data**;
 - b. error in creating, amending, entering, deleting or using **data**; including any loss of use.
8. Wilful negligence or criminal act
Bodily injury or property damage caused by any criminal act or wilful negligence by an **Insured**, but this exclusion does not apply to any other **Insured** who has not committed and is not involved in the criminal act or wilful negligence.
9. War
Bodily injury or property damage caused directly or indirectly by invasion, war or civil war, insurrection, rebellion, revolution, military or usurped power or by operation of armed forces while engaged in hostilities, whether war be declared 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 **bodily injury or property damage**.
10. Disease
The transmission of communicable disease by an **Insured**.
11. **Pollutants**
Bodily injury or property damage arising out of the actual or threatened discharge, dispersal, release or escape of **pollutants**.

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 **bodily injury or property damage**.
12. Assumed liability
Liability **you** have assumed by contract unless **your** legal liability would have applied even if no contract had been in force.
13. Nuclear liability
Bodily injury or property damage which is also insured under a nuclear energy liability policy issued by the Nuclear Insurance Association of Canada, or any other group or pool of insurers regardless of exhaustion of such policy limits or its termination.

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 **bodily injury or property damage**.
14. Professional services
The rendering or failure to render any professional service.
15. **Terrorism**
Bodily injury or property damage arising directly or indirectly out of **terrorism** or out of any activity or decision of a government agency or other entity to prevent, respond to or terminate **terrorism**.

This exclusion applies 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 **bodily injury or property damage**.
16. Vehicles insured
The use or operation of any watercraft or motorized vehicle insured under Section II while it is:
 - a. used for carrying passengers or property for compensation;
 - b. used for **business** purposes, except temporary or part time **business** pursuits of an **Insured** under the age of 21 years or a **student** who is dependent on the Named **Insured** or his or her **spouse** for support and maintenance;
 - c. used in any race or speed or skill test;
 - d. being used or operated without the owner's consent.
17. Vehicles not insured
The ownership, use or operation of any motorized vehicle, trailer or watercraft except those for which coverage is provided in this section.

OTHER INSURANCE

If **you** have other insurance which applies to a loss or claim, or would have applied if this policy did not exist, this policy will be considered excess insurance.

SECTION III – GENERAL CONDITIONS

This policy is subject to the Civil Code of the Province of Quebec.

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

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 only to property insurance)

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 of 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 liability 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 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 Fire insurance (Articles 2485 and 2486 / applicable to property insurance only)

In fire insurance, the insurer is bound to repair any damage which is an immediate consequence of fire or combustion, whatever the cause, including damage to the property during removal or that caused by the means employed to extinguish the fire, subject to the exceptions specified in the policy. The insurer is also liable for the disappearance of insured things during the fire, unless he proves that the disappearance is due to theft which is not covered.

The insurer is not liable for damage caused solely by excessive heat from a heating apparatus or by any process involving the applications of heat where there is no fire or commencement of fire but, even where there is no fire, the insurer is liable for damage caused by lightning or explosion of fuel.

An insurer who insures a property against fire is not liable for damage due to fires or explosions caused by foreign or civil war, riot or civil disturbance, nuclear explosion, volcanic eruption, earthquake or other cataclysm.

4.5 Replacement (Article 2494 / applicable to property insurance only)

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

4.6 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.

4.7 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.

4.8 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.

4.9 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.

4.10 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 Named Insured. 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.

8. CANCELLATION PROVISION FOLLOWING A DECLARATION OF EMERGENCY

The effective date of termination of this policy by the Insurer or the expiry date of this policy is extended, subject to the conditions and definitions set out below, as follows when an "emergency" is declared by a Canadian public authority designated by statute for the purpose of issuing such an order.

1. The "emergency" must have a direct effect or impact on:
 - a. The Insured, the insured site or insured property located in the declared emergency area; or
 - b. The operations of the Insurer or its agent/broker located in the declared emergency area.
2. Any time limitation described in the Termination condition of this policy, with respect to termination of this policy by the Insurer, will not 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.

3. 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.
4. In no event shall the total term of this extension exceed 120 consecutive days.

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

"Emergency" means the first statutory declaration of an emergency:

- a. With respect to 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).

but does not include any subsequent statutory declaration(s) that may be issued relating to the same event;

All other terms and conditions of the Policy remain.

CODE OF CONSUMER RIGHTS AND RESPONSIBILITIES

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

RIGHT TO BE INFORMED

You can expect to access clear information about your policy, your coverage, and the claims settlement process. You have the right to an easy-to-understand explanation of how insurance works and how it will meet your needs. You also have a right to know how insurers calculate price based on relevant facts. Under normal circumstances, insurers will advise an insurance customer or the customer's intermediary of changes to, or the cancellation of a policy, at least thirty days prior to the expiration of the policy, if the customer provides information required for determining renewal terms of the policy at least forty-five days prior to the expiration of the policy.

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

Insurance companies will disclose their compensation arrangements with their distribution networks. Brokers and agents are committed to providing information relating to ownership, financing, and other relevant facts.

RESPONSIBILITY TO ASK QUESTIONS AND SHARE INFORMATION

To safeguard your right to purchase appropriate coverage at a competitive price, you should ask questions about your policy so that you can understand what it covers and what your obligations are under it. You can access information through brochures and websites, as well as through one-on-one meetings with your broker, agent, or company representative. You have the option to shop the marketplace for the combination of coverage and service levels that best suits your insurance needs. To maintain your protection against loss, you must promptly inform your insurance company or broker or agent of any change in your circumstances. Information required to determine renewal terms of your policy must be provided at least forty-five days prior to the expiration of the policy.

RIGHT TO COMPLAINT RESOLUTION

Insurance companies, their brokers and agents are committed to high standards of customer service. If you have a complaint about the service you have received, you have a right to access your company's complaint resolution process. Your insurer, agent or broker can provide you with information about how you can ensure that your complaint is heard and promptly handled. Disputes involving claims settlement matters may be handled by the independent General Insurance OmbudService www.gio-scad.org where your complaint may be referred to an independent mediator.

RESPONSIBILITY TO RESOLVE DISPUTES

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

RIGHT TO PROFESSIONAL SERVICE

You have the right to deal with insurance professionals who exhibit a high ethical standard, which includes acting with honesty, integrity, fairness and skill. Brokers and agents must exhibit extensive knowledge of the product, its coverage and its limitations in order to best serve you. These standards are outlined in A Consumer's Guide to Property and Casualty Insurance Transactions, supported by members of the Insurance Brokers Association of Canada.

RIGHT TO PRIVACY

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

OUR PRIVACY POLICY AND COMMITMENT TO PROTECTING YOUR PRIVACY

We value your business and thank you for your confidence in choosing our company as your insurer. As our policyholder, you trust us with your personal information. We respect that trust and want you to be aware of our commitment to protect the information you share in the course of doing business with us.

HOW WE COLLECT, USE AND DISCLOSE YOUR INFORMATION

When you request insurance from us, you share personal information so that we may provide you with products and services that best meet your needs. We assume your consent for our company and member companies, to collect, use, and disclose this information in an appropriate manner in order to:

- Communicate with you.
- Assess your application for insurance including underwriting and pricing your policies.
- Verify your information with government agencies, brokers, agents, insurers, other insurance reporting agencies and credit bureaus.
- Evaluate claims.
- Detect and prevent fraud.
- Analyze business results, compile statistics and conduct marketing and underwriting research and modeling
- Act as required or authorized by law.

We issue an insurance policy with the understanding that, in addition to providing your consent, you have obtained the consent from all persons named in your insurance policy for the collection, use and disclosure of their personal information, for the purposes outlined above. If this is not the case, it is important that you advise us immediately.

WHAT WE WILL NOT DO WITH YOUR INFORMATION

We do not sell customer information to anyone. Nor do we share customer information with organizations outside of our member companies that would use it to contact you about their own products or services.

WE STRIVE TO PROTECT YOUR PERSONAL INFORMATION

All employees, independent brokers, agents, suppliers, and others as permitted by the criteria outlined above, who are granted access to customer records understand the need to keep this information protected and confidential. They know they are to use the information only for the purposes intended. This expectation is clearly communicated.

We've also established physical and systems safeguards, along with the proper processes, to protect customer information from unauthorized access or use.

YOUR PRIVACY CHOICES

You may withdraw your implied consent at any time (subject to legal or contractual obligation and on providing us reasonable notice) by contacting our Privacy Officer. Please be aware that withdrawing your consent may prevent us from providing you with the requested product or service.

We may occasionally use your personal information to tell you or your broker about property and automobile services or products that we believe may be of interest to you. If you would rather not receive this type of communication, please let us know through our Privacy Officer.

IF YOU NEED MORE INFORMATION

For more information about our privacy policy and procedures, our member companies, or to obtain any updates, please visit our website at www.avivacanada.com, or contact our Privacy Officer, Ron Savoie, at:

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2206 Eglinton Avenue East
Scarborough (Ontario) Canada M1L 4S8
Tel.: 1 800 387-4518 Ext. 54171 or 416 701-4171 Fax: 416 755-4075
E-mail: CAPrivacyOfficer@avivacanada.com

Aviva Canada Inc. insurance companies:

- Aviva Insurance Company of Canada
- Aviva General Insurance Company
- Traders General Insurance Company
- Scottish & York Insurance Co. Limited
- S&Y Insurance Company
- Elite Insurance Company
- Pilot Insurance Company