

Home Based Business Extension



Intact Insurance Company

AGREEMENT

This form extends the insurance provided by your principal dwelling policy to cover the business conducted from your home and operated by you, or a member of your family residing in the same household as you.

This Extension is subject to all the terms, limitations, exclusions and conditions of your principal dwelling policy, except as amended by this form.

You have this coverage only if "Home Based Business Extension" and an amount of insurance are shown on your Coverage Summary page.

BUSINESS PROPERTY

Business Property On Your Premises

Section I, Coverage C - Personal Property of the policy, to which this extension is attached, is amended to include Business Property. We insure your business property, pertaining to the business pursuit shown on your Coverage Summary page, only while on your premises.

"Business Property" includes business related:

1. furniture and fixtures, contents and equipment, tools and office supplies;
2. stock and goods held for sale;
3. property of others for which you are liable;
4. books and papers;
5. computers and licensed computer software;
6. cellular phones and fax machines unless permanently attached to an automobile.

Business Property Away From Your Premises

We insure your business property for **\$2,500** or the amount shown on your Coverage Summary page, whichever is greater, while it is temporarily removed from your premises anywhere within Canada.

Accounts Receivable

We insure Accounts Receivable of your insured business up to a maximum of **\$10,000**.

Accounts Receivable means:

1. all sums due to you from customers, that you are unable to collect as a direct result of loss or damage to records of accounts receivable caused by an insured peril;

2. interest charges on any loan to offset impaired collections pending repayment of those sums which the loss or damage prevents you from collecting;
3. collection expense in excess of normal collection costs made necessary because of the loss or damage;
4. other expenses reasonably incurred by you in re-establishing records of accounts receivable following the loss or damage.

"Records of Accounts Receivable" are any printed, written or recorded records detailing accounts receivable, including records that have been converted to a form usable in your data processing operations.

Valuable Papers

We insure the Valuable Papers of your insured business against loss or damage resulting from an insured peril, up to a maximum of **\$10,000**.

"Valuable Papers" mean any written, printed or otherwise inscribed documents or records, including books, maps, films, drawings, abstracts, deeds, mortgages and manuscripts, but does not mean money, bullion or securities.

Money

The Special Limit of Insurance that applies to "money" in the policy to which this Extension is attached also applies to money held in connection with the home based business.

Credit, Debit or Automated Teller Cards, Depositors Forgery and Counterfeit Paper Money

At your option, the "Credit, Debit or Automated Teller Cards, Depositors Forgery and Counterfeit Paper Money" coverage, in your residential policy, may be applied to such property held in connection with the business we insure. This coverage does not increase the amount of insurance under your residential policy to which this Extension is attached and is subject to all terms and conditions of the policy.

INSURED PERILS

You are insured against the same perils that apply to "Coverage C – Personal Property" in your residential policy.

LOSS OR DAMAGE NOT INSURED

All exclusions under Section I, "Loss or Damage Not Insured" of your residential policy, apply to this Extension. In addition, the following exclusions apply to Business Property insured under this Extension:

- a) property owned, rented or sold to others under a conditional sales agreement or deferred payment plan, once it has left your custody;
- b) any loss resulting from dishonesty on the part of you, members of your household, or your employees;
- c) loss due to mysterious disappearance or shortage of property discovered when taking inventory;
- d) loss of business property carried in any vehicle unless vehicle is locked, or in the case of a pick-up, trailer or similar open vehicle, unless the property is in a locked compartment;
- e) loss due to delay or loss of market;
- f) jewellery, watches, gems, fur garments and garments trimmed with fur;

INFLATION PROTECTION

The "Inflation Protection" section of your residential policy does not apply to property insured under the Home Based Business Extension.

Single Amount of Insurance

Business Property covered under this Extension is expressly excluded from the provisions of the "Single Amount of Insurance" of your residential policy, to which this Extension is attached.

Basis of Claim Settlement

When coverage applies, we will pay claims for insured loss or damage to all business related property except stock on a replacement cost basis. Losses on stock will be paid on an actual cash value basis. The terms "replacement cost" and "actual cash value" have the same meaning as in the residential policy to which this Extension is attached.

Deductible

The deductible amount that applies to this Extension is shown on the coverage summary page. We pay only the amount by which the insured loss or damage exceeds the deductible amount in any one occurrence. If your claim involves Business Property as well as non-business personal property, arising from one occurrence, only one deductible will apply. If the deductible amounts are not the same, then the higher deductible will apply to the total loss.

EXTRA EXPENSE

We will pay for Extra Expense you incur to continue, as nearly as practicable, the normal conduct of your home based business following damage to or destruction of the property, by an insured peril under your Policy. Under this coverage, we will pay the lesser of **\$5,000** or the actual expenses incurred.

This coverage is **not** subject to a deductible.

Agreement

- a) We will pay for the Extra Expenses incurred during a period of twelve months from the date of the loss or until you are able to resume normal operations, however, the damage or destruction must occur during the term of the Policy.

- b) As soon as practicable after any loss, you must resume the normal conduct of your home based business and reduce or dispense with such Extra Expenses as are being incurred.
- c) If a civil authority prohibits use or access to your residence premises as a direct result of damage to neighboring premises caused by loss or damage we insure, we will pay the resulting Extra Expense loss, for a maximum period of 4 weeks.

Exclusions

All exclusions under Section I, "Loss or Damage Not Insured" and all limitations listed in your residential policy apply to this coverage. In addition, you are not insured for claims arising out of the following:

- a) any loss of income;
- b) loss due to fines or damages due to breach of contract for late or non-completion of orders, or for any penalties;
- c) loss due to suspension, lapse or cancellation of any lease or licence, contract or order;
- d) the cost of compiling books of account, abstracts, drawings, card index systems or other records including film, tape, disk, drum, cell or other magnetic recording or storage media for electronic data processing;
- e) increase of loss due to delays in resumption of business caused by strikers or other persons;

Basis of Payment

We will pay for all expenses, during the period of restoration, which exceed your normal operating expenses had the insured loss or damage not occurred. The amount of insurance payable is reduced by any Extra Expense coverage under any other insurance policy. Any salvage value of property remaining after resumption of normal business operations will be taken into consideration in the adjustment of any loss.

BUSINESS INTERRUPTION

We will pay for the reduction in business income from your business operation caused by loss or damage to or destruction of the property insured by the Extension by an insured peril up to a maximum of **\$10,000**. We will pay for losses incurred during a twelve month period from the date of the loss, or until business income returns to the level it was immediately prior to the loss. This period is not limited by the expiration of the policy.

If a civil authority prohibits use of, or access to, your residence premises as a direct result of damage to neighboring premises caused by loss or damage we insure, we will pay the resulting business interruption loss for a period not exceeding 4 weeks.

We will determine the amount of loss based on:

- a) the net income of your business operation we insure prior to the loss or damage resulting in lost income;
- b) the probable income of your business operation had no loss or damage occurred;
- c) your operating expenses, including payroll expenses, necessary to resume normal business operation;
- d) other relevant sources of information, including financial records and accounting procedures, bills, invoices and other vouchers, and deeds, lines or contracts.

This coverage is **not** subject to a deductible.

Exclusions

All exclusions under Section I, "Loss or Damage Not Insured" and all limitations listed in your residential policy apply to this coverage. In addition, we will not pay:

- a) for any increase of loss directly or indirectly, proximately or remotely, resulting from, or contributed to by the operation of any by-law, ordinance or law regulating zoning or the demolition, repair or construction of buildings or structures, unless the liability is otherwise specifically assumed by endorsement hereon;
- b) for any increase of loss due to interference at the described premises by strikers or other persons, with rebuilding, repairing or replacing the property, or with the resumption or continuation of business;
- c) for loss due to fines or damages for breach of contract for late or non-completion of orders, or for any penalties of whatever nature;
- d) for loss due to the suspension, lapse or cancellation of any lease or licence, contract or order, which may affect the insured's business income after the period following any loss during which indemnity is payable;
- e) for any other consequential loss or remote loss;

LIABILITY COVERAGE

Coverage

Section II, Coverage E - Personal Liability of your residential policy, is extended to include:

- a) All sums, which you become legally liable to pay as compensatory damages because of personal injury or property damage arising out of the operation of the home based business insured under this policy, up to the limit shown on the Coverage Summary page. Coverage applies to claims arising from any accident or occurrence that takes place during the policy period.
- b) All sums which you become legally liable to pay as compensatory damages because of property damage caused by fire, explosion, smoke or leakage from fire protective equipment to premises rented to you, or occupied by you, arising out of the business operation we insure.

Limits of Liability - Coverage E

The amount of insurance shown in the Coverage Summary page is the maximum amount we will pay, under one or more sections of Coverage E for all compensatory damages in respect of an occurrence, and is the maximum aggregate we will pay for any occurrence in any one policy period, if caused by the products-completed operations hazard.

Advertising Injury

You are also insured for up to **\$10,000** in any one policy term, for advertising injury caused by an offense committed in the course of advertising the goods, products or services arising out of the business operation we insure.

Defence, Settlement, Supplementary Payments

Coverage provided under Section II, Coverage E of your residential policy, is extended to the business operation we insure, however, we will not pay for the investigation, settlement or defence of any claim, suit, proceeding, damages, loss, cost

or expense excluded under Exclusion 16 of this Extension, or alleging or in any way involving the items excluded under Exclusion 12 of this Extension.

Limits of Liability - Coverage F

Section II, Coverage F of this Policy, Voluntary Medical Payments, is extended to include the reasonable business voluntary medical expenses of other persons who sustain bodily injury accidentally arising out of your business operation we insure, even though you are not legally liable.

Territory

This insurance applies only to occurrences taking place in Canada.

EXCLUSIONS

All exclusions under Section II, Personal Liability Protection of your residential policy, are applicable. In addition, this insurance does not apply to:

- 1. Liability for bodily injury or property damage by reason of assumption of liability in a contract or agreement.
 - 2. Any obligation under workers' compensation, disability benefits or employment compensation or similar law.
 - 3. Damage to that particular part of real property on which you or any contractor or sub-contractor working directly or indirectly on your behalf is performing operations if the property damage arises out of these operations.
 - 4. Damage to that particular part of any property which must be restored, repaired or replaced because your work was performed on it, other than property damage included in the products-completed operations hazard.
 - 5. Property damage to your product arising out of it or any part of it.
 - 6. Property damage to your work arising out of it or any part of it and included in the products-completed operations hazard; however, this exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a sub-contractor.
 - 7. Property damage to impaired property or property that has not been physically injured, arising out of:
 - (i) a defect, deficiency, inadequacy or dangerous condition in your product or your work or
 - (ii) a delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with the terms.
- This exclusion does not apply to loss of use of other property arising out of a sudden and accidental physical injury to your product or your work after it has been put to its intended use.
- 8. Any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
 - (i) your product;
 - (ii) your work;
 - (iii) impaired property;

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

9. Pollution Liability:

- a) bodily injury or property damage arising out of the actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of pollutants:
 - (i) at, or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to you;
 - (ii) at, or from any premises, site or location which is or was at any time used by or for you or others for the handling, storage, disposal, processing or treatment of waste;
 - (iii) which are or were at any time transported, handled, stored, treated or disposed of, or processed as waste by or for you or any person or organization for whom you may be legally responsible; or
 - (iv) at or from any premises, site or location on which you or any contractors or sub-contractors working directly or indirectly on your behalf are performing operations:
 - a) if the pollutants are brought on or to the premises, site or location, in connection with such operations by you, such contractor or sub-contractor; or
 - b) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify, decontaminate, stabilize, remediate or neutralize, or in any way respond to, or assess the effect of pollutants;
- b) any loss, cost or expense arising out of any request, demand or order that you or others test for, monitor, cleanup, remove, contain, treat, detoxify, decontaminate, stabilize, remediate or neutralize or in any way respond to, or assess the effect of pollutants unless such loss, cost or expense is consequent upon bodily injury or property damage covered by this policy;
- c) fines, penalties, punitive or exemplary damages arising directly or indirectly out of the discharge, emission, dispersal, seepage, leakage, migration, release or escape of pollutants:

"Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, odour, vapour, soot, fumes, acids, alkalis, chemicals and waste. "Waste" includes materials to be recycled, reconditioned or reclaimed.

- 10. Bodily injury or property damage arising out of your product sold, handled, or distributed by you or on your behalf outside of Canada.
- 11. Bodily injury or property damage arising out of your work performed by you or on your behalf outside of Canada.
- 12. 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) 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.

- 13. Punitive or exemplary damages, meaning that part of an award by a court which is in excess of compensation for loss and is stated or intended to be a punishment to any person or named insured who is insured by this Extension.
- 14. Premises other than the residence premises we insure, as stated on the Coverage Summary page, to which this Extension is attached.
- 15. The rendering or failure to render any professional service.
- 16. Personal Injury or Advertising Injury:
 - a) arising out of oral or written publication of material, if done by or at the direction of any person or any named insured who is insured by this Extension with knowledge of its falsity;
 - b) arising out of oral or written publication whose first publication took place before the beginning of the policy period;
 - c) for which you have assumed liability under any contract or agreement;
 - d) arising out of the willful violation of a penal law or ordinance committed by, or with the knowledge of, any person or any named insured who is insured under this Extension;
 - e) sustained by any person or any named insured who is insured by this Extension as a result of an offense directly or indirectly related to employment of such a person by you;
 - f) arising out of any civic or public activities performed for pay by any person or named insured who is insured by this Extension.

DEFINITIONS

In addition to the Definitions under your residence premises policy to which this Extension is attached, the following additional definitions apply to Section II, Liability Insurance, of this Extension.

- 1. "You" and "Your" have the same meaning described in the Policy. In addition, You and Your includes:
 - a) any person or any named insured who is insured by this Extension;
 - b) your employees, but only for acts within the scope of their employment with respect to the business operation we insure under this Extension.
- 2. "Advertising Injury" means any injury arising out of one or more of the following offenses:
 - a) oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - b) oral or written publication of material that violates a person's right of privacy;
 - c) misappropriation of advertising ideas or style of doing business; or
 - d) infringement of copyright, title or slogan.
- 3. "Business" means any continuous or regular pursuit undertaken for financial gain including a trade, profession or occupation.

4. "Impaired Property" means tangible property, other than your product or your work, that cannot be used or is less useful because:

- a) it incorporates your products or your work that is known or thought to be defective, deficient, inadequate or dangerous; or
- b) you have failed to fulfill the terms of a contract or agreement, if such property can be restored to use by:
 - i) the repair, replacement, adjustment or removal of your product or your work; or
 - ii) your fulfilling the terms of the contract or agreement.

5. "Occurrence" means an accident, including continued or repeated exposure to substantially the same general harmful conditions that results during the policy period.

6. "Personal Injury" means injury arising out of one or more of the following offenses:

- a) bodily injury, sickness or disease or resulting death;
- b) false arrest, detention or imprisonment;
- c) malicious prosecution; or
- d) wrongful entry into, or eviction of a person from, a room, dwelling or premises that the person occupies.

7. "Products-Completed Operations Hazard" includes all bodily injury and property damage occurring away from the premises you own or rent and arising out of your product or your work except:

- a) products that are still in your physical possession; or
- b) work that has not yet been completed or abandoned.

Your work will be deemed completed at the earliest of the following times:

- a) when all of the work called for in your contract has been completed;
- b) when all of the work to be done at the site has been completed if your contract calls for work at more than one site;
- c) when that part of work done at a job site has been put to its intended use by any person or organization other than another contractor or sub-contractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed. This hazard does not include bodily injury or property damage arising out of the existence of tools, un-installed equipment or abandoned or unused materials.

8. "Residence Premises" means the premises we insure under a Homeowners, Condominium or Tenants policy, to which this Extension is attached where you conduct your business operation.

9. "Your Product" means:

- a) any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - i) you; or
 - ii) others trading under your name; or
 - iii) a person or organization whose business or assets you have acquired during the policy term; and

- b) containers (other than vehicles), materials, parts or equipment furnished in connection with such goods and products.

Your product includes warranties or representations made at the time with respect to the fitness, quality, durability or performance of any of the items included in a) and b) above.

Your product does not include vending machines or other property rented to or located for the use of others but not sold.

10. "Your Work" means:

- a) work or operations performed by you or on your behalf; and
- b) materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at the time with respect to the fitness, quality, durability or performance of any of the items included in a) and b) above.

ADDITIONAL CONDITIONS

The coverage under this Extension replaces, and is not in addition to, any coverage for business property and liability relating to the home based business already provided under this Policy.

Coverage under this Extension is subject to all other provisions, conditions, definitions, limitations and exclusions of Section I, Property Insurance, and Section II, Personal Liability Insurance, of your residence premises policy to which this Extension is attached.

OUR PRIVACY PROMISE

Our Privacy Promise describes in clear language how Intact ensures the protection of the personal information you entrust to us.

Please read this document carefully, not because anything in it is difficult to understand, but because we want you to know that the Intact Group of Companies, as defined at the end of this document (“**Intact**”, “**we**”, “**us**”, “**our**”) protects your personal information. As you read you will come across certain specialized words, Industry Terms. We have underlined these words and provided definitions to make sure everything is clear. Simply look under our section Industry Terms and what they mean.

This Privacy Promise spells out the responsibility of Intact and your rights as our applicant, current, former or prospective customers or claimants (“**you**” or “**your**”), regarding the collection, use and disclosure of your personal information.

We view our Privacy Promise as if it were an Intact product, not just a legal obligation. And as you know, we believe in superior products.

When you became an Intact customer, you shared important personal information with us. You did this so we could serve you better and knowing we would honour and respect your privacy. Your trust was not misplaced. At Intact we are committed to offering you superior products and services, so it should come as no surprise that we are also committed to meeting the privacy standards applicable to you.

Let’s be clear.

What is personal information?

Personal information is any information that relates to an individual person and allows that person to be identified.

What information are we responsible for protecting?

Intact is responsible for protecting your personal information in its possession or custody, including personal information that has been transferred to, or received from our service providers, agents or other third parties in the course of commercial activities.

Collecting, using and disclosing your personal information. Why do we do it?

We collect, use and disclose personal information for one reason: to serve you better. Knowing you better helps us understand your insurance needs, communicate effectively with you, and provide you with the services and products you want.

Let’s be specific.

We collect, use and disclose your personal information for the following purposes:

- verify your identity;
- determine your eligibility for Intact insurance products and services, whether purchased through Intact or your broker, and for products and services that may be of interest to you from organizations with whom we have strategic alliances, and to offer these products and services to you;
- assess and underwrite insurance and reinsurance risks;

- determine prices, fees and premiums;
- investigate and settle claims;
- detect and prevent fraud;
- compile statistics, verify and provide information to insurance industry databases, and report to regulatory or industry entities in accordance with statutory and prudent insurance industry practices, including claims history;
- conduct market research;
- investigate specific transactions or patterns of transactions to detect unauthorized or illegal activities;
- comply with the law; or
- comply with tax requirements.

How do we gather your personal information?

The collection, use and disclosure of your personal information, depends on how you do business with us.

We may gather information from the following sources:

- from you, on applications for our insurance products, or on other forms filled out through telephone, e-mail or face-to-face interviews.
- from licensed agents, insurance brokers and intermediaries with whom you have a relationship, as well as adjusters and inspectors;
- from your interactions with us, whether written, oral or recorded (for example through your payment history, underwriting and claims);
- from government and other entities, that have information on your driving record and claims history; or
- from consumer reporting agencies (for example your credit history).

What you are committing to when you share personal information with us.

If you provide personal information to us or through any of the previously mentioned sources, you do so with the understanding that your personal information may be used or disclosed for the identified purposes amongst us, the previously mentioned sources, or third parties and that Intact may verify such information, or obtain additional personal information about you by checking with government agencies, credit bureaus, motor vehicle agencies and other fact collecting and verifying entities to assist us for the identified purposes.

Your consent.

Your knowledge and consent are required before we may collect, use or disclose your personal information, except in situations permitted by the law, such as during a fraud investigation, or an investigation by the police.

How do you provide us with your consent?

We accept any of the following as your consent for Intact’s existing use and future collection, use and disclosure of your personal information for the identified purposes:

- your receipt of this Privacy Promise, unless you advise Intact, either orally or in writing, that you do not agree with the terms stated in this Privacy Promise, and that you wish to opt out of all or portions of it;

- your unrestricted provision of information to Intact, either directly or through licensed agents, insurance brokers or adjusters; or
- your express written, oral or electronic consent as obtained through an application or claims process.

Subject to applicable privacy laws, your consent may not be required. For instance:

- If you obtain insurance or make a claim for your family, or anyone else, you represent that you have obtained consent from them to the collection, use and disclosure of their personal information for the identified purposes, even though they might not be present during the application or claims process.
- If you have an existing insurance policy with us and you request amendments to the policy, the consent which you gave to us when buying the original policy remains in effect.
- If you voluntarily provide personal information either orally or in writing for a purpose that would be considered to be obvious to a reasonable person.
- In the event that Intact proceeds with a business transaction such as the purchase, sale, lease, transfer, merger or amalgamation or any other type of acquisition, disposal or financing of an organization or portion of an organization or of any of the business or assets of an organization, your personal information may be shared with such prospective party to complete the business transaction.

You have the power to say no.

How you can withdraw your consent.

You may withdraw your consent, including your consent to be contacted for secondary marketing activities, at any time upon reasonable notice, subject to legal or contractual restrictions. Please note that withdrawing your consent may affect our ability to continue to provide you with the products and services that you have or would like to receive. Furthermore, your withdrawal of consent does not prohibit Intact from continuing to collect, use or disclose your personal information in the circumstances already outlined with respect to such times that your consent is not required by law, such as in the course of an investigation or proceeding.

How long do we keep your personal information?

Your personal information is retained only as long as we need it to effectively provide products and services to you and for a reasonable length of time thereafter in case we need to meet any business, legal or government requirements.

How do we protect your personal information?

Intact shall use care when storing or destroying your personal information in order to prevent unauthorized access. Whether in electronic or paper-based format, Intact maintains strict security systems to safeguard your personal information in its possession or under its control from unauthorized access, collection, use, disclosure, copying, modification, disposal or similar risks. When we no longer need your personal information, we take as much care to destroy it as we do when storing it.

In the event that we transfer your personal information to a third party in Canada or across borders for processing (for example, when printing cheques, managing claims and client statements, or for data processing), we contractually require any person

or organization providing products or services on our behalf to protect our customers' personal information in a manner consistent with our privacy safeguarding measures, subject to foreign law.

Your right to access your personal information.

You have a right to access your personal information that we have under our control subject to any legal restrictions or rights of refusal of Intact. You also have the right to request correction of your personal information.

How do you access your personal information?

Please make your request in writing to Intact's Privacy Office, stating as specifically as possible which personal information you are requesting.

We will try to respond to such requests as soon as possible, and will advise you if for some reason we cannot respond right away. Intact may charge you a reasonable fee for reproducing or transmitting information to you from your file, but only after first advising you of the approximate cost, at which time a deposit may be requested for the preparation of your access request.

Intact may, in accordance with applicable privacy laws, refuse your request for access to personal information if:

- the information is protected by solicitor-client or litigation privilege;
- granting access could reveal confidential commercial information;
- doing so would reasonably be expected to threaten the safety or physical or mental health of an individual other than the individual who made the request;
- doing so can reasonably be expected to cause immediate or grave harm to the safety or to the physical or mental health of the individual who made the request;
- the personal information was collected for the purposes of an investigation and the investigation and associated proceedings and appeals have not been completed;
- the information is generated in the course of a formal dispute resolution process;
- the information would likely reveal personal information about another individual;
- the information was collected for purposes related to the detection and prevention of fraud; or
- the information affects judicial proceedings in which either person has an interest.

Intact may refuse to confirm or deny the existence of personal information collected as part of an investigation.

Keeping your personal information accurate.

It's a priority.

Intact strives to ensure that the personal information we have on file about you is as accurate and up-to-date as necessary for the identified purposes for which it is to be used. If any information needs to be updated or amended to reflect a change in your situation, we make every effort to update our records.

If you have a complaint, we want to know about it.

If you have a complaint related to this Privacy Promise or any of our procedures, contact our Privacy Office. If your complaint is

justified, we will take the steps necessary to resolve the issue, including amending our policies and practices, if necessary.

If we are not able to resolve your concern, or if you have any other concerns about Intact's Privacy Promise and procedures, you may contact the appropriate privacy regulator, including: The Office of the Privacy Commissioner of Canada, Office of the Information and Privacy Commissioner for British Columbia, Office of the Information and Privacy Commissioner of Alberta, or Commission d'accès à l'information du Québec. Intact's Privacy Office will provide you with this contact information upon request.

Industry terms, and what they mean.

adjuster....A representative of an insurance company who is licensed to investigate claims which are submitted and to negotiate the amount of the settlement, if any.

reinsurance risks....Reinsurance is when an insurance company places all or part of the insurance with another insurance company, who will then be responsible for a percentage of the risk or loss. This does not affect you in any way.

underwrite....To estimate the value and determine at what amount and on what terms the insurance company will provide insurance. Underwrite is another way of saying insure.

About this document.

This Privacy Promise is subject to any amendments, which will be posted on Intact's websites.

La version française de cette *Promesse de protection de protection de la vie privée* est disponible sur demande.

Our strategic alliances

Our strategic alliances may include the following types of businesses: insurance companies, reinsurance companies, insurance brokers, insurance adjusters, insurance intermediaries, and organizations whose products and services may be of interest to you.

Intact Group of Companies

The Intact Group of Companies includes: Intact Insurance Company, Novex Insurance Company, Belair Insurance Company Inc., The Nordic Insurance Company of Canada, Trafalgar Insurance Company of Canada, and their predecessors, parent companies, subsidiaries and affiliates.

How to contact us. It's easy.

Updated versions of this Privacy Promise are posted on Intact's websites or you can direct any queries about this Privacy Promise to Intact's Privacy Office at the telephone, e-mail address, or mailing address listed below.

For more information, to file a complaint, to make enquiries, or to opt out of all or parts of this Privacy Promise, please contact Intact's Privacy Office:

Intact Privacy Office

700 University Avenue, Suite 1500
Toronto, Ontario
M5G 0A1

Telephone No.: 1 866 941 5094
Fax No.: 416 941 5322
E-mail address: privacy@ingcanada.com

CODE OF CONSUMER RIGHTS AND RESPONSIBILITIES

Insurance 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 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 coverages 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. Consumers may also contact the independent General Insurance OmbudService (www.giocanada.org).

Responsibility to Resolve Disputes

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

Right to Professional Service

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

Right to Privacy

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

The Code of Consumer Rights and Responsibilities was introduced by the Insurance Bureau of Canada as an industry initiative in November 2004 and amended in January 2006. This Code has been voluntarily adopted by Intact Insurance.

