

Vacation Trailer/Camper Unit Policy

How to Read Your Policy

Your policy is written in language designed to make it easier for you to understand your insurance protection. This policy is a legal contract between you and us.

It consists of:

- The Coverage Summary page(s)
- The policy form contained in this booklet
- The Statutory Conditions which apply to all forms and are required by provincial law

This policy form consists of the following sections:

SECTION I - PROPERTY COVERAGES describes the insurance on your vacation trailer and personal property.

SECTION II - LIABILITY COVERAGES describes the insurance for your legal liability for bodily injury to others or damage to property of others arising from your ownership, use or occupancy or operation of the trailer or its equipment, provided that such trailer is not being towed by, attached to, or carried on a motorized vehicle.

SECTION III – CONDITIONS describes conditions required by provincial laws on property policies.

IF WE BROADEN COVERAGE WHILE THE POLICY IS IN EFFECT, YOU WILL RECEIVE THE BENEFIT OF THE INCREASED COVERAGE AT NO ADDITIONAL CHARGE.

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AGREEMENT

We provide the insurance described in this policy in return for payment of the premium and subject to the terms and conditions set out. All amounts of insurance, premiums and other amounts expressed in this policy are in Canadian currency.

The Coverage Summary page summarizes the coverages and amounts of insurance we have agreed to provide and the period for which they are provided.

Only the person(s) named on the Coverage Summary page may take legal action against us.

Territorial Limits

This policy only applies to loss or damage occurring within the territorial limits of Canada and of the Continental United States including Alaska (excludes Hawaii).

SECTION I – PROPERTY COVERAGES

DEFINITIONS

Amount of Insurance means the maximum amount we will pay for any one occurrence or incident. Different amounts apply to different coverages and these amounts are shown in this policy or on the Coverage Summary page.

Computer System means any computer, hardware, media, electronic or digital data, software, communications or networking system, electronic device (including but not limited to smart phones, laptops, tablets, wearable devices), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back-up facility.

Cyber Incident means:

- a) Unauthorized access to or use of any computer systems;
- b) Criminal act, malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system or otherwise disrupt its normal functioning or operation; or
- c) Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.

Data means information, facts, concepts, code or any other information of any kind:

- a) that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a "computer system"; or
- b) that is used for records, including but not limited to books of account, drawing or card index systems.

Data Problem means:

- erasure, destruction, corruption, misappropriation or misinterpretation of data;
- error in creating, amending, entering, deleting or using data; or
- inability to access, receive, transmit or use data.

Domestic Water Container means a device or apparatus for personal use, attached to or forming part of the trailer unit, for containing, heating, chilling or dispensing water.

Drain means a fixture or device located within or on the insured trailer, connected to the waste water and/or sewer drainage piping system, for the purpose of removing water or sewage from the trailer.

Flood includes, but is not limited to, waves, tide, tidal wave, tsunami, dam break, seiche, or the rising of, the breaking out or the overflow of, any body of water or watercourse, whether natural or man-made.

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

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

Insured means the person(s) named as Insured on the Coverage Summary page and, while living in the same household:

- his or her spouse;
- the relatives of either; and
- any person under 21 in their care.

Spouse means a person:

- who is married to or has entered into a civil union with another person and is living with that person; or
- 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 two years or, in the following cases, for at least one year if:
 - a child has been born or is to be born of their union, or
 - they have adopted a child together; or
 - one of them has adopted a child of the other.

Insured Peril means a cause of loss or damage insured under this policy.

Occurrence means a loss to insured property caused by one or more of the insured perils.

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

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

Terrorism means an ideologically motivated unlawful act or acts, included 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.

Trailer means the non-motorized trailer, camper unit (unit with living quarters mounted and removable from a vehicle), or tent trailer described on the Coverage Summary page which is used for living accommodation while on vacation or for private recreational purposes. This does not include a manufactured home or mobile home.

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

You or your refers to the Insured.

DESCRIPTION OF COVERAGES

Section A – Vacation Trailer/ Camper Unit

We insure, up to the amount of insurance shown on the Coverage Summary page:

- a) your trailer described on the Coverage Summary page;
- b) the built-in accessories forming a permanent part of your trailer;
- c) equipment (including but not limited to, the sway-bar, the trailer hitch and the stabilizer) attached to and forming a permanent part of your trailer. Exterior attachments, which do not form a part of your trailer while in transit, are not covered under this section.

Section B – Contents

We insure the contents of your trailer and other personal property you own, wear or use, only while contained in the described trailer or used at the trailer site, and up to the amount of insurance shown on the Coverage Summary page.

The limit for cannabis in all consumable forms and cannabis plants, except for medicinal use, is \$500.

This section includes personal effects, household furnishings, furniture and supplies usually carried in a trailer. It does not include equipment and accessories built into and forming part of your trailer.

Section C - Additional Living Expenses

In the event, that loss or damage by an Insured Peril renders the trailer untenable, we insure:

- a) the necessary increase in living expense incurred by the Insured to continue, as nearly as practicable, the normal standard of living of his household for the lesser of the periods described below:
 - (i) the time required, with exercise of due diligence and dispatch, to repair or replace such damaged or destroyed property.
 - (ii) the intended period of vacation.
- b) the expense reasonably incurred by the Insured in arranging for the return of the trailer to the principal residence address following the completion of the necessary repairs where such repairs could not be completed within the intended period of vacation.

This coverage is subject to a limit of 25% of the amount shown for Section A or \$2,000, whichever is the greater.

Section D - Emergency Road Service Expense

We will reimburse you, up to \$500, for Emergency Road Service Expenses made necessary by the disablement of your trailer while on a trip. We require the presentation of receipts for expenses that you incur and any other reasonable evidence of loss.

Coverage under this section does not include the cost of any parts, supplies, gasoline, oil, batteries or tires. This extension does not apply to the towing vehicle.

This coverage is not subject to a deductible.

EXTENSIONS OF COVERAGE

1. Newly Acquired Property

If you acquire any additional trailers, we will automatically insure these under this rider provided you notify us within 30 days. We will not pay more than the amount(s) of insurance shown on your Coverage Summary page. This extension only applies to newly acquired trailers of a type already insured under this coverage.

2. Temporary Attachments and Detached Private Structures

We insure exterior attachments to the trailer, meaning decks, patios, awnings, Florida rooms or porches, which do not form a part of the trailer while in transit.

We insure private structures or buildings that are separated from your unit and are located on your site. We also insure permanently installed outdoor equipment on the premises on which your unit is situated.

This coverage is subject to a limit of 25% of the amount shown for Section A or \$2,000, whichever is the greater, unless an additional amount is shown for this coverage on the Coverage Summary Page.

3. Debris Removal

We agree to pay the cost of towing the trailer and removing debris, caused by loss or damage to property insured by this policy as a result of an Insured Peril, up to \$2,000 for any one occurrence.

4. Fire Department Charges

We will reimburse you for charges incurred if a fire department charges for attending your trailer because of an Insured Peril.

This coverage is not subject to a deductible.

5. Total Loss Deductible Waiver

In the event of a total or constructive total loss, the deductible will not be applied.

6. Lock Repair or Replacement

We will pay up to \$250 to replace or rekey, at our option, the locks on your trailer, if your keys are stolen, provided the theft is reported to the police or law enforcement agency having jurisdiction at the location of the theft.

This coverage is not subject to a deductible.

7. Extended Appliance Warranty

The Insurer agrees to extend the repair period offered by the manufacturer of permanently-attached, manufacturer-installed appliances in the insured vacation trailer. The warranty will be extended for a period of one year on the same terms and conditions as the warranty offered by the manufacturer. The Insurer's obligation starts on the day after the manufacturer's warranty ends. This coverage is not subject to a deductible.

Appliances eligible for coverage are manufacturer-installed:

- auxiliary power plant
- central vacuum cleaner
- fresh water unit
- heating system
- hot water unit
- ice maker
- kitchen centre
- liquid propane gas system
- range/oven unit
- refrigerator/freezer unit
- roof mounted air conditioning unit
- television/stereo/video system
- trash compactor
- waste system

8. Declaration of Emergency Endorsement - Extension of Termination or Expiry Date

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:
 - i) the Insured, the insured site or insured property located in the declared emergency area; or
 - ii) the operations of the Insurer or its agent/broker located in the declared emergency area.
2. a) 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:
 - i) 30 days; or
 - ii) the number of days equal to the total time the "emergency" order was in effect.
2. b) If this policy is due to expire during an "emergency", it will continue in force until the "emergency" is terminated plus the lesser of:
 - i) 30 days; or
 - ii) the number of days equal to the total time the "emergency" order was in effect.
3. 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 to which this endorsement applies remain unchanged.

INSURED PERILS

You are insured against All Risks of direct physical loss or damage subject to the exclusions and conditions of this policy.

LOSS OR DAMAGE NOT INSURED**Property Excluded**

We do not insure loss or damage to:

- a) jewellery, precious or semi-precious stones, watches and furs;
- b) silverware meaning silverware, silverplated ware, goldware, gold plated ware, and pewterware;
- c) money, securities, accounts, bills, currency, including cryptocurrencies, non-fungible tokens, deeds, evidences of debt, letters of credit, travel tickets, tokens, and all similar property;
- d) animals, birds and fish;
- e) property illegally acquired, kept, stored or transported;
- f) any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
- g) property while waterborne unless caused by stranding, sinking, burning or collision of a regular ferry;
- h) motorized vehicles or their equipment;
- i) bicycles and their attached equipment or accessories;
- j) books, tools and instruments pertaining to a business, trade, profession or occupation;
- k) trailers used, in whole or part, for business, farming or commercial purposes including demonstration, sales or office purposes;
- l) trailers while rented or leased to others;
- m) trailers used as permanent residences.

Losses Excluded

We do not insure loss or damage:

- 1. caused by wear and tear, inherent vice, latent defect, deterioration or mechanical breakdown;
- 2. caused by dampness of atmosphere, wet or dry rot, fungi or spores, bacteria, rust or corrosion, freezing;
- 3. caused by domestic or domesticated animals, birds, vermin, insects, raccoons, bats, skunks or rodents;
- 4. caused by any nuclear incident as defined in the Nuclear Liability Act, or any other nuclear liability act, law or statute, or any law amendatory thereof, or nuclear explosion, except for ensuing loss or damage which results directly from fire, lightning or explosion of natural, coal or manufactured gas;
- 5. to electrical devices, appliances or wiring caused by electrical currents other than lightning unless fire ensues and then only for such loss or damage resulting from such fire;
- 6. to any property while undergoing any process or while being actually worked upon and where any loss or damage is due thereto unless fire or explosion ensues, and then only for such loss or damage resulting from such fire or explosion;
- 7. caused by breakage of brittle or fragile articles, or marring or scratching unless such loss or damage occurs concurrently with other loss or damage caused by other perils insured against;
- 8. caused by mysterious disappearance, unaccountable loss, or loss or shortage disclosed upon taking inventory;
- 9. caused by any dishonest act on the part of the Insured or other party of interest, his/her or their employees or agents or any person to whom the property is entrusted (bailees for hire excepted);
- 10. caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power;
- 11. caused by or resulting from contamination or pollution, or the release, discharge or dispersal of contaminants or pollutants;
- 12. 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 except for ensuing loss or damage which results directly from fire or explosion. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage;
- 13. caused by water unless the loss or damage resulted from:
 - a) the sudden and accidental escape of water from a water main;
 - b) the sudden and accidental escape of water or steam from within a plumbing, heating, sprinkler or air conditioning system or domestic water container, which is located inside your trailer;
 - c) water which enters through an opening which has been created suddenly and accidentally by an Insured Peril other than water damage;
 - d) water from the accumulation of ice or snow on the roof which enters the trailer through the roof;

but we do not insure loss or damage;

- i) caused by the continuous or repeated seepage or leakage of water;
- ii) caused by the backing up or escape of water from a sewer, drain or septic tank;
- iii) caused by ground water or rising of the water table;
- iv) caused by surface waters including flood, unless the water escapes from a water main or domestic water container located outside your trailer;
- v) caused by shoreline ice build-up or by waterborne objects or ice, all whether driven by wind or not;
- vi) to a water main;
- vii) to a plumbing, heating, cooling, sprinkler or air conditioning system or domestic water container caused by freezing or from which the water escaped;

- viii) caused by water damage due to freezing, during the usual heating season, of a plumbing, heating, air conditioning or domestic water container attached to or forming part of the trailer. This exclusion will not apply if you have shut off the water supply and drained all the pipes and domestic water containers;
14. to insured property however caused, which results directly or indirectly from any Illegal Substance Activity. This exclusion will apply regardless of whether you are aware or unaware of such Illegal Substance Activity or whether you are able or unable to control such Illegal Substance Activity.
- nor do we insure:
15. the cost of making good faulty materials or workmanship;
16. loss or damage caused directly or indirectly by any of the following perils, whether or not caused by or attributable to earthquake: flood of any nature, waves, tidal waves, tsunami, high water, waterborne objects or ice;
17. i) data;
- ii) loss or damage caused directly or indirectly by data problem. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage. However, if loss or damage caused by data problem results in the occurrence of further loss of or damage to property insured that is directly caused by fire, explosion, smoke, leakage from fire protective equipment, or water damage (to the extent covered as described in Section I and any attached Enhanced Water Damage Package or similar water damage endorsement), this exclusion shall not apply to such resulting loss or damage. For the purposes of this policy, vandalism and malicious acts do not include data problem;
18. loss or damage caused directly or indirectly, in whole or in part, by any cyber incident. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage. However, if loss or damage caused by any cyber incident results in the occurrence of further loss of or damage to property insured that is directly caused by fire, smoke, explosion, impact by aircraft or land vehicle, falling objects, water damage (to the extent covered as described in Section I and any attached Enhanced Water Damage Package or similar water damage endorsement), or leakage from fire protective equipment, this exclusion shall not apply to such resulting loss or damage. For the purposes of this policy, vandalism and malicious acts do not include a cyber incident;
19. loss or damage resulting from any intentional or criminal act or failure to act, by any person insured by this policy or at the direction of any person insured by this policy. However, this exclusion does not apply to any person insured by this policy, but only to the extent of their proportional interest in the lost or damaged property, who:
- a) has not committed and was not a party to the intentional or criminal act or failure to act; or
- b) has not abetted or colluded in the intentional or criminal failure to act; or
- c) has not consented to the intentional or criminal act or failure to act and neither knew nor ought to have known that the intentional or criminal act or failure to act would cause loss or damage;
20. loss or damage to trailers or structures or personal property contained in them, used in whole or in part for the cultivation, harvesting, processing, manufacture, distribution, or sale of cannabis or any product derived from or containing cannabis, except as allowed by law;
21. loss or damage caused directly or indirectly, in whole or in part by any:
- i. virus, bacterium or other micro-organism that induces or is capable of inducing physical distress, illness or disease; or
- ii. communicable disease.

This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

BASIS OF CLAIM SETTLEMENT

When Coverage Applies

We will pay claims for insured loss or damage up to your financial interest in the property, but not more than 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.

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

Deductible

All coverages are subject to a deductible, unless otherwise stated. We will pay only the amount by which any loss or damage, caused by an Insured Peril, exceeds the deductible shown on the Coverage Summary page.

Basis of Settlement

Losses under this policy will be settled by one of the following methods, depending on the circumstances applying at the time of the loss. In no event, will we be liable for prior unrepaired damage.

A. Guaranteed Replacement Cost on Trailer

We provide Guaranteed Replacement Cost on the trailer, only in the event of a total or a constructive total loss to units 10 years of age or less. 10 years is defined by the date of loss minus the trailer model year. We agree to make settlement on a replacement cost basis without deduction for depreciation, subject to the policy conditions and exclusions and the following special provisions:

- the amount of insurance, shown on the Coverage Summary Page, was not less than 100% of the original purchase price of the trailer when it was new, including taxes and fees, or the cost to replace the trailer with a new model of like kind and quality.
- the trailer must have been maintained in good physical condition;
- replacement must be done within a reasonable time after the loss or damage;

- d) the amount payable may exceed the amount shown under “amount of insurance” on the Coverage Summary page, but shall not exceed the lesser of:
 - (i) the amount actually and necessarily expended for replacement, or
 - (ii) the manufacturer's suggested list price for an identical new trailer;
- e) if you decide not to replace the trailer, we will pay the actual cash value of the damage at the date of occurrence.

B. Replacement Cost on Trailer, Trailer Contents, Temporary Attachments and Detached Structures

We agree to make settlement on the basis of replacement cost, subject to the policy conditions and exclusions and the following special provisions:

- a) the trailer must have been maintained in good physical condition;
- b) replacement or repairs must be done within a reasonable time after the loss or damage;
- c) replacement cost means the cost, on the date of the loss or damage, of the lesser of:
 - repairing the trailer or the contents with materials of similar kind and quality; or
 - a new trailer or new articles of similar kind, quality and usefulness;
 without any deduction for depreciation. The amount payable shall not exceed the amount of insurance shown in this policy or on the Coverage Summary page;
- d) loss or damage to tires and awnings shall be settled on an Actual Cash Value basis;
- e) this basis of settlement does not apply to antiques, fine arts, paintings, statuary, memorabilia and similar articles;
- f) if you decide not to repair or replace the trailer, contents, temporary attachments or detached private structures, we will pay the actual cash value of the loss or damage at the date of occurrence.

C. Actual Cash Value

This method of settlement will apply, when the trailer, contents, temporary attachments and detached private structures are not eligible for Guaranteed Replacement Cost as defined in “A” or Replacement Cost as defined in “B” above.

We will not be liable beyond the actual cash value of the trailer, its contents, temporary attachments or detached private structures, at the time any loss or damage occurs. The loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused, and shall in no event exceed the lesser of:

- (i) the cost to repair or replace the property with material of like kind and quality; or
- (ii) the applicable limits and amounts of Insurance shown on the Coverage Summary page, for each coverage.

Pair and Set

In the case of loss of or damage to any article(s), whether scheduled or unscheduled, which is (are) a part of a set, the measure of loss of or damage to such article(s) 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 the set.

Parts

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, we will not pay for more than the insured value of the part lost or damaged, including the cost of installation.

Insurance Under More Than One Policy

If you have insurance on specifically described property, our policy will be excess insurance and we will not pay any loss or claim insured by this policy until the amount of such other insurance is used up. In all other cases our policy will pay its rateable proportion of the loss or claim.

Notice to Authorities

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

Duties After Loss

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

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

Subrogation

We will be entitled to assume all your rights of recovery against others and bring action in your name to enforce these rights when we make payment or assume liability under this policy.

Your right to recover from us is not affected by any release from liability entered into by you prior to loss.

SECTION II – LIABILITY PROTECTION

DEFINITIONS

Amount of Insurance in this Section has the same meaning as in Section I.

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

Business means any continuous or regular pursuit undertaken for financial gain including a trade, profession, occupation or agricultural operations.

Computer System in this Section has the same meaning as in Section I.

Data in this section has the same meaning as in Section I.

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

Occurrence means an accident to which this coverage applies occurring within the policy period, including continuous or repeated exposure to conditions neither expected nor intended.

Property Damage means:

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

Residence Employee means a person employed by you to perform household or domestic services or duties of a similar nature in connection with the maintenance or use or operation of the trailer but not persons performing duties in connection with any business you conduct.

Terrorism in this section has the same meaning as in Section I.

Trailer in this section has the same meaning as in Section I.

We or **Us** or **Our** in this Section have the same meaning as in Section I.

You or **Your** in this Section has the same meanings as in Section I. In addition, we will insure:

1. any person while performing duties as your residence employee;
2. your legal representative having temporary custody of the trailer, if you die while insured by this form, for legal liability arising out of the ownership, use, occupancy or operation of the trailer;
3. any person who is insured by this form at the time of your death and who continues to use, occupy or operate the trailer.

COVERAGES

This insurance applies:

1. to accidents or occurrences which take place during the period this policy is in force;
2. separately to each Insured against whom the claim is made or action is brought.

LIABILITY COVERAGE

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

We will pay all sums which you become legally liable to pay as compensatory damages because of unintentional bodily injury or property damage arising out of your ownership, use, occupancy or operation of the trailer or its equipment, provided that such trailer is not being towed by, attached to, or carried on a motorized vehicle. The amount of insurance shown on the Coverage Summary page is the maximum amount we will pay for all compensatory damages in respect of one accident or occurrence regardless of the number of claims made or the number of insureds against whom claims are made or actions are brought.

If this policy and any other policy or coverage form issued to any insured by Intact Insurance Company or any of its affiliates apply to the same occurrence, the maximum limits under all such policies or coverage forms shall not exceed the highest applicable limit of liability available under any one location in any one policy or any coverage form. This condition does not apply to any other insurance issued by us or any of our affiliated companies specifically intended to apply as excess insurance over this policy.

Defence costs and supplementary expense payments as described under **Defence, Settlement, Supplementary Payments** are in addition to the amount of insurance.

We do not insure claims made against you arising from:

1. liability you have assumed by contract unless your legal liability would have applied even if no contract had been in force, but we do insure claims made against you for the legal liability of other persons in relation to the ownership, use, occupancy or operation of the trailer that you have assumed under a written contract;
2. damage to property that you currently own or have ever owned;
3. damage to property used, occupied, leased or rented by or in the care, custody or control of an insured except for unintentional property damage to premises owned by others, or their contents, which you are using, renting or have in your custody or control caused by fire, explosion, water damage or smoke;
4. damage to personal property or fixtures as a result of work done on them by you or anyone on your behalf;
5. bodily injury to you or to any household member other than a residence employee.

We will not pay punitive or exemplary damages, meaning that part of an award by a court which is in excess of compensatory damages and is stated or intended to be a punishment to you.

There are other exclusions that apply to all Coverages under Section II. Please refer to “**Exclusions – Section II**”.

Defence, Settlement, Supplementary Payments

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

We will also pay:

1. all expenses which we incur;
2. all costs charged against you in any suit insured under Section II – Liability Coverage;
3. any interest accruing after judgment on that part of the judgment which is within the amount of insurance for liability coverage;
4. premiums for appeal bonds required in any insured lawsuit involving you and bonds to release any property that is being held as security, up to the 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 form;
6. reasonable expenses including actual loss of income up to \$100 per day, which you incur at our request.

What You Must Do After An Accident Or Occurrence

1. When an accident or occurrence takes place you must promptly give us notice (in writing if requested by us). The notice must include:
 - a) the date, time, place and circumstances of the accident or occurrence;
 - b) names and addresses of witnesses and potential claimants.
2. You must also:
 - a) co-operate with us in any legal actions including obtaining witnesses, information and evidence about the accident or occurrence, if we ask you;
 - b) immediately send to us legal documents and any other written communication you receive concerning the accident or occurrence.

Action Against Us

No suit may be brought against us:

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

Unauthorized Settlements

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

VOLUNTARY MEDICAL PAYMENTS

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

The amount of insurance shown on the Coverage Summary page is the maximum amount we will pay for each person in respect of one accident or occurrence.

We will not pay

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

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

What You Must Do After An Accident Or Occurrence

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

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

Action Against Us

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

VOLUNTARY PAYMENT FOR DAMAGE TO PROPERTY

We will pay for unintentional direct damage you cause to property even though you are not legally liable. You may also use this coverage to reimburse others for direct property damage caused intentionally by an Insured, 12 years of age or under.

We do not insure:

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

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

Basis Of Payment

We will pay whichever is the lower amount of:

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

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

What You Must Do After An Accident Or Occurrence

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

Action Against Us

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

VOLUNTARY COMPENSATION FOR RESIDENCE EMPLOYEES

We offer to pay the benefits described below if your residence employee is injured or dies accidentally while working for you, even though you are not legally liable.

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 liability insurance.

A residence employee or anyone acting on his or her behalf who accepts these benefits must sign a release giving up any right to sue you. We have the right to recover from anyone, other than you, who is responsible for the residence employee's injury or death.

Exclusion

We will not pay benefits for any hernia injury.

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

Schedule Of Benefits

1. Loss of Life:

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

 - a) a total of 100 times the weekly indemnity to those wholly dependent upon him or her. If there is more than one dependent the amount will be divided equally among them. This payment is in addition to any benefit for Temporary Total Disability paid up to the date of death;
 - b) actual funeral expenses, up to \$500.
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. Injury Benefits:

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. These benefits will be paid in addition to Temporary Total Disability Benefits but no others.

We will not pay more than 100 weeks in total even if the accident results in loss from more than one item.

For loss of:

a) One or more of the following	100 weeks
hand	
arm	
foot	
leg	
b) One finger or toe	25 weeks
or	
more than one finger or toe	50 weeks
c) One eye	50 weeks
or	
both eyes	100 weeks
d) Hearing of one ear	25 weeks
or	
hearing of both ears	100 weeks

5. Medical Expenses:

If as a result of the accident your residence employee incurs medical expenses including surgical, dental, hospital, nursing and ambulance expenses within the following 26 weeks, we will pay up to a maximum of \$1,000 in addition to all other benefits.

We will pay the cost of supplying or renewing artificial limbs or braces, made necessary by the accident, for up to 52 weeks after the accident, up to a maximum of \$5,000.

We do not insure you for costs recoverable from other insurance plans.

Weekly Indemnity

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 \$100 per week.

What You Must Do After An Accident

1. When an accident occurs you must promptly give us notice (in writing if requested by us). The notice must include:
 - a) the identity of the residence employee and the date, time, place and circumstances of the accident;
 - b) names and addresses of witnesses.
2. If requested by us, you must arrange for the injured residence employee to:
 - a) submit to physical examination at our expense by doctors we select as often as we may reasonably require;
 - b) authorize us to obtain medical and other records.

Autopsy

In case of death, we can require a birth certificate, a death certificate and an autopsy before we make payment.

Action Against Us

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

EXCLUSIONS – SECTION II

We do not insure claims arising from:

1. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
2. bodily injury or property damage which is required to be insured under a nuclear energy liability policy issued by the Nuclear Insurance Association of Canada, or any other group or pool of insurers;
3. business pursuits or any business use of the trailer;
4. the rendering or failure to render any professional service;
5. liability imposed upon or assumed by you under any workers' compensation statute;
6. bodily injury or property damage caused by any intentional or criminal act or failure to act by:
 - a) any person insured by this policy; or
 - b) any other person at the direction of any person insured by this policy;
7. 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;
8. a) any communicable disease; or
 - b) any virus, bacterium, or other micro-organism that induces or is capable of inducing physical distress, illness or disease;
9. the ownership, use or operation of any motorized vehicle;

10. the ownership, use or operation of any aircraft and all activities related to it;
11. a) the failure of any computer system to operate, or the failure, malfunction or inadequacy of any computer or other equipment, including embedded microchips, computer program or software to correctly read, recognize, process, distinguish, interpret or accept any date, time, or combined date/time data field. Such failure shall include any error in original or modified data entry or programming;
- b) any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you, or for you, to determine, rectify or test for any potential or actual problems described in a) of this exclusion;
12. a) erasure, destruction, corruption, misappropriation, misinterpretation of data,
- b) erroneously creating, amending, entering, deleting or using data, including any loss of use arising from either a) or b),
- c) the distribution or display of data by means of an Internet Website, the Internet, an intranet, extranet, or similar device or system designed or intended for electronic communication of data;

nor do we insure:

13. any claim that arises directly or indirectly, in whole or in part, 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 regardless of any contributing or aggravating cause or event that contributes concurrently or in sequence to the claim.

Insurance Under More Than One Policy

If you have any other policy or coverage form issued by a company other than Intact Insurance Company or any of its affiliates which apply to the same occurrence or claim, or would have applied if this policy did not exist, this policy will be excess insurance over such other policy or coverage form, and we will not pay any loss or claim until the amount of such other insurance is used up.

SECTION III – CONDITIONS

Conditions Applicable To The Various Coverages Provided Herein

All of the Conditions set out under **STATUTORY CONDITIONS** in the Policy apply with respect to insurance provided under ALL OTHER FORMS except as they are modified or supplemented by the Forms or Endorsements attached. No term or condition of this Policy shall be deemed to have been waived by us in whole or in part unless the waiver is clearly stated in writing, signed by a person authorized for that purpose. Neither we nor you shall be deemed to have waived any term or condition of this Policy by any act relating to the appraisal of the amount of loss or to the delivery and completion of proofs, or to the investigation or adjustment of any claim under this Policy.

STATUTORY CONDITIONS

(BRITISH COLUMBIA, ALBERTA AND MANITOBA)

Statutory Conditions 1 to 14 inclusive apply as contract terms with respect to insurance on property. Only Statutory Conditions 1, 3, 4, 5 and 14 apply as contract terms with respect to Legal Liability, Voluntary Medical Payments and Voluntary Compensation for Damages to Property of others.

1. Misrepresentation

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

2. Property of others

The Insurer is not liable for loss or damage to property owned by a person other than the Insured unless

- (a) otherwise specifically stated in the contract, or
- (b) the interest of the Insured in that property is stated in the contract.

3. Change of interest

The Insurer is liable for loss or damage occurring after an authorized assignment under the *Bankruptcy and Insolvency Act* (Canada) or a change of title by succession, by operation of law or by death.

4. Material change in risk

- (1) The Insured must promptly give notice in writing to the Insurer or its agent of a change that is
 - (a) material to the risk, and
 - (b) within the control and knowledge of the Insured.
- (2) If an Insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.
- (3) If an Insurer or its agent is notified of a change under subparagraph (1) of this condition, the Insurer may
 - (a) terminate the contract in accordance with Statutory Condition 5, or
 - (b) notify the Insured in writing that, if the Insured desires the contract to continue in force, the Insured must, within 15 days after receipt of the notice, pay to the Insurer an additional premium specified in the notice.
- (4) If the Insured fails to pay an additional premium when required to do so under subparagraph (3) (b) of this condition, the contract is terminated at that time and Statutory Condition 5 (2) (a) applies in respect of the unearned portion of the premium.

5. Termination of insurance

- (1) The contract may be terminated
 - (a) by the Insurer giving to the Insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or

- (b) by the Insured at any time on request.
- (2) If the contract is terminated by the Insurer,
 - (a) the Insurer must refund the excess of premium actually paid by the Insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and
 - (b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.
- (3) If the contract is terminated by the Insured, the Insurer must refund as soon as practicable the excess of premium actually paid by the Insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.
- (4) The 15 day period referred to in subparagraph (1) (a) of this condition starts to run on the day the registered letter or notification of it is delivered to the Insured's postal address.

6. Requirements after loss

- (1) On the happening of any loss of or damage to insured property, the Insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9,
 - (a) immediately give notice in writing to the Insurer,
 - (b) deliver as soon as practicable to the Insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration,
 - (i) giving a complete inventory of that property and showing in detail quantities and cost of that property and particulars of the amount of loss claimed,
 - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the Insured knows or believes,
 - (iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the Insured,
 - (iv) stating the amount of other insurances and the names of other insurers,
 - (v) stating the interest of the Insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
 - (vi) stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued, and
 - (vii) stating the place where the insured property was at the time of loss,
 - (c) if required by the Insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and
 - (d) if required by the Insurer and if practicable,
 - (i) produce books of account and inventory lists,
 - (ii) furnish invoices and other vouchers verified by statutory declaration, and
 - (iii) furnish a copy of the written portion of any other relevant contract.
- (2) The evidence given, produced or furnished under subparagraph (1) (c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

7. Fraud

Any fraud or wilfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6 invalidates the claim of the person who made the declaration.

8. Who may give notice and proof

Notice of loss under Statutory Condition 6 (1) (a) may be given and the proof of loss under Statutory Condition 6 (1) (b) may be made

- (a) by the agent of the Insured, if
 - (i) the Insured is absent or unable to give the notice or make the proof, and
 - (ii) the absence or inability is satisfactorily accounted for, or
- (b) by a person to whom any part of the insurance money is payable, if the Insured refuses to do so or in the circumstances described in clause (a) of this condition.

9. Salvage

- (1) In the event of loss or damage to insured property, the Insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.
- (2) The Insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the Insured under subparagraph (1) of this condition.

10. Entry, control, abandonment

After loss or damage to insured property, the Insurer has

- (a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and
- (b) after the Insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but
 - (i) without the Insured's consent, the Insurer is not entitled to the control or possession of the insured property, and

(ii) without the Insurer's consent, there can be no abandonment to it of the insured property.

11. In case of disagreement

- (1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the *Insurance Act*, whether or not the Insured's right to recover under the contract is disputed, and independently of all other questions.
- (2) There is no right to a dispute resolution process under this condition until
 - (a) a specific demand is made for it in writing, and
 - (b) the proof of loss has been delivered to the Insurer.

12. When loss payable

Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the Insurer.

13. Repair or replacement

- (1) Unless a dispute resolution process has been initiated, the Insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.
- (2) If the Insurer gives notice under subparagraph (1) of this condition, the Insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss, and must proceed with all due diligence to complete the work within a reasonable time.

14. Notice

- (1) Written notice to the Insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the Insurer in the province.
- (2) Written notice to the Insured may be personally delivered at, or sent by registered mail addressed to, the Insured's last known address as provided to the Insurer by the Insured.

STATUTORY CONDITIONS

(YUKON, NORTHWEST TERRITORIES AND NUNAVUT)

Statutory Conditions 1 to 15 inclusive apply as contract terms with respect to insurance on property. Only Statutory Conditions 1, 3, 4, 5 and 15 apply as contract terms with respect to Legal Liability, Voluntary Medical Payments and Voluntary Compensation for Damages to Property of others.

1. Misrepresentation

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

2. Property Of Others

Unless otherwise specifically stated in the contract, the Insurer is not liable for loss or damage to property owned by any person other than the Insured, unless the interest of the Insured therein is stated in the contract.

3. Change Of Interest

The Insurer is liable for loss or damage occurring after an authorized assignment under the Bankruptcy Act or change of title by succession, by operation of law, or by death.

4. Material Change

Any change material to the risk and within the control and knowledge of the Insured avoids the contract as to the part affected thereby, unless the change is promptly notified in writing to the Insurer or its local agent, and the Insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the contract, or may notify the Insured in writing that, if he desires the contract to continue in force, he must, within fifteen days of the receipt of the notice, pay to the Insurer an additional premium, and in default of such a payment the contract is no longer in force and the Insurer shall return the unearned portion, if any, of the premium paid.

5. Termination

- (1) This contract may be terminated:
 - a) by the Insurer giving to the Insured fifteen days notice of termination by registered mail or five days written notice of termination personally delivered;
 - b) by the Insured at any time on request;
- (2) Where this contract is terminated by the Insurer:
 - a) the Insurer shall refund the excess of premium actually paid by the Insured over pro rata premium for the expired time, but, in no event, shall the pro rata premium for the expired time be deemed to be less than any minimum retained premium specified; and
 - b) the refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.
- (3) Where this contract is terminated by the Insured, the Insurer shall refund as soon as practicable, the excess of premium actually paid by the Insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.
- (4) The refund may be made by money, postal or express company money order or cheque payable at par.
- (5) The fifteen days mentioned in clause (a) of sub-condition (1) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

6. Requirements After Loss

- (1) Upon the occurrence of any loss of or damage to the insured property, the Insured shall, if the loss or damage is covered by the contract, in addition to observing the requirements of conditions 9, 10 and 11:
 - a) forthwith give notice thereof in writing to the Insurer;
 - b) deliver as soon as practicable to the Insurer a proof of loss verified by a statutory declaration,
 - (i) giving a complete inventory of the destroyed and damaged property and showing in detail quantities, costs, actual cash value and particulars of amount of loss claimed;
 - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the Insured knows or believes;
 - (iii) stating that the loss did not occur through any willful act or neglect or the procurement, means or connivance of the Insured;
 - (iv) showing the amount of other insurances and the names of other insurers;
 - (v) showing the interest of the Insured and of all others in the property with particulars of all liens, encumbrances and other charges upon the property;
 - (vi) showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract;
 - (vii) showing the place where the property insured was at the time of loss;
 - c) if required, give a complete inventory of undamaged property and showing in detail quantities, cost, actual cash value;
 - d) if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other contract.
- (2) The evidence furnished under clauses (c) and (d) of sub-paragraph (1) of the condition shall not be considered proofs of loss within the meaning of conditions 12 and 13.

7. Fraud

Any fraud or willfully false statement in a statutory declaration in relation to any of the above particulars, vitiates the claim of the person making the declarations.

8. Who May Give Notice And Proof

Notice of loss may be given and proof of loss may be made by the agent of the Insured named in the contract in case of absence or inability of the Insured to give the notice or make the proof, and absence or inability being satisfactorily accounted for, or in the like case or if the Insured refuses to do so, by a person to whom any part of the insurance money is payable.

9. Salvage

- (1) The Insured, in the event of any loss or damage to any property insured under the contract, shall take all reasonable steps to prevent further damage to such property so damaged and to prevent damage to other property insured hereunder including, if necessary, its removal to prevent damage or further damage thereto.
- (2) The Insurer shall contribute pro rata towards any reasonable and proper expenses in connection with steps taken by the Insured and required under sub-paragraph (1) of this condition according to the respective interests of the parties.

10. Entry, Control, Abandonment

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

11. Appraisal

In the event of disagreement as to the value of the property insured, the property saved or the amount of the loss, those questions shall be determined by appraisal as provided under The Insurance Act before there can be any recovery under this contract whether the right to recover on the contract is disputed or not, and independently of all other questions. There shall be no right to an appraisal until a specific demand therefor is made in writing and until after proof of loss has been delivered.

12. When Loss Payable

The loss is payable within sixty days after completion of the proof of loss, unless the contract provides for a shorter period.

13. Replacement

- (1) The Insurer, instead of making payment, may repair, rebuild or replace the property damaged or lost, giving written notice of its intention so to do within thirty days after receipt of the proofs of loss.
- (2) In the event the Insurer shall commence to so repair, rebuild, or replace the property within forty-five days after receipt of the proofs of loss and shall thereafter proceed with all due diligence to the completion thereof.

14. Action

Every action or proceeding against the Insurer for the recovery of any claim under or by virtue of this contract is absolutely barred unless commenced within one year* next after the loss or damage occurs.

*Two years in Yukon Territory.

15. Notice

Any written notice to the Insurer may be delivered at, or sent by registered mail to the chief agency or head office of the Insurer in the Province. Written notice may be given to the Insured named in the contract by letter personally delivered to him or by registered mail addressed to him at his latest post office address as notified to the Insurer. In this condition, the expression "registered" means registered in or outside Canada.