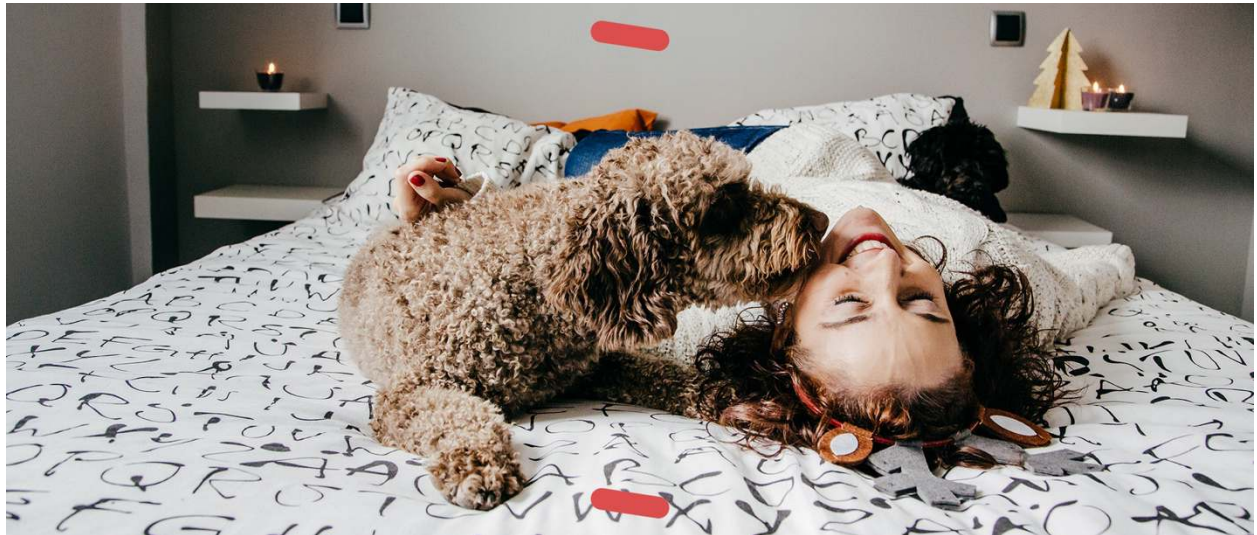




# HOMESHARE BUSINESS INSURANCE POLICY

UNDERWRITTEN BY CO-OPERATORS GENERAL INSURANCE COMPANY



## About This Policy

Nobody loves reading through the details of an insurance policy – we get it (we have lives too)

So we've tried to make this as easy as possible to understand. There are some sections that have to be worded in a particular way for legal reasons, but if you have any questions, just give us a call! We'd be happy to help out.

### Agreement

This is an agreement between you and Co-operators General Insurance Company. The Co-operators duuo™ Homeshare Business Insurance is part of a suite of on-demand insurance products offered and underwritten by The Co-operators Group of Companies

We provide the insurance described in this policy as long as you pay the premium and follow the policy conditions. For both property and liability, we insure only your **Homeshare Business** for the **premises** listed on the **You're Covered Screen** of the **duuo App**

Certain words and phrases in bold are specifically defined in the Definitions section of this policy. "You" and "your" refer to the **Named Insured** stated on the **You're Covered Screen** of the **duuo App**. "We", "us" and "our" refer to Co-operators General Insurance Company

### Who is an Insured

You, as the **Named Insured**, your **Spouse** and your immediate relatives living with you are Insureds. Your **Employees** are also Insureds, but only while working for your **Homeshare Business**. If a **Named Insured** dies while insured by this policy, that **Named Insured's** estate is also considered a **Named Insured**

### Deductible

There is a \$1,000 deductible to pay for property claims, unless otherwise noted in this policy. We will pay only that part of the total of all loss payable that exceeds this deductible amount

### Coverage Period

Your insurance begins at the time your **Guest** occupies that portion of your **premises** rented to **Guests**. Your insurance expires at the time your **Guest** vacates that portion of your **premises**, or on the date shown on the **You're Covered Screen** of the **duuo App**, whichever is earliest

### Property – What We Will Pay

We will pay for the Replacement Cost of your **Building** and **Contents**, or the cost to repair or replace that property, whichever is less, up to the limits shown on the **You're Covered Screen**, provided repair and replacement of:

- 1 **Buildings** takes place on **Premises** with materials of similar quality within a reasonable time after the occurrence;
- 2 **Contents** is of like kind and quality

### We will pay Actual Cash Value if:

- 1 Any conditions for Replacement Cost are not met;
- 2 **Contents** are not maintained in good condition or are obsolete or not being used
- 3 **Contents** consists of antiques, fine arts, paintings, memorabilia, souvenirs, collectors' items or similar article

Replacement Cost means the cost, at the date of the loss, of repairs or replacement (whichever is less) without deduction for depreciation

Actual Cash Value means the cost to replace or repair the damaged or destroyed **Building** or **Contents**, less any depreciation and obsolescence. In determining depreciation, we will consider the condition of the **Building**, or portion of the **Building** damaged or destroyed, and the **Contents** immediately before the damage occurred, to determine the market or resale value and the normal life expectancy

### Applicable Law

This policy is governed by and shall be construed in accordance with the laws in the province or territory where it was issued

### Special Conditions

#### Identify Your Guest

At our request, you must provide us the name and contact information of any **Guest** who occupied the home during the Coverage Period for which a claim is submitted to us

#### No Events

This policy insures a **Homeshare Business** for occupancy by **Guests** who rent the property for overnight accommodation only

#### Warranty

You warrant to us your rental contract with **Guests** include prohibition against use of premises by **Guests** for their business activities; illegal activities; and hosting of parties and related events

## Property Coverage

### Coverage for Your Building

We insure your dwelling at the address shown on the **You're Covered Screen**. The most we will pay is the limit shown on the **You're Covered Screen**. We do not insure land

## Coverage for Other Structures

We insure other structures on the property where your home is located. The most we will pay is the limit shown on the **You're Covered Screen**. We do not insure land. We also do not insure any structures that store fuel, or are used exclusively for any business other than your **Homeshare Business**

## Coverage for Your Contents

We insure your **Contents** in your **Building**, other structures and anywhere else while on the Premises where your **Building** is located. The most we will pay is the limit shown on the **You're Covered Screen**. We also insure your **Contents** while away from the Premises, up to \$2,500

## Contents Not Covered

We do not insure articles separately and specifically insured by other insurance; animals, birds, fish, Automobiles of any kind - licensed or unlicensed, Aircraft, Hovercraft, credit cards, debit cards, gift cards, water, steam, or data of any kind and stored by any means; or property of roomers, boarders and other tenants, except as provided in the Homeshare Property section of this policy

## Coverage for Alternate Accommodation

If an insured loss makes the part of your **Building** that you live in no longer fit for occupancy, we insure any necessary increase in living expenses so that your family can maintain its normal standard of living. Payment will be for the shortest time required to repair or replace the damage. The most we will pay is the limit shown on the **You're Covered Screen**. We do not insure loss or expense due to the cancellation of a lease or rental agreement, or the cancellation of a stay by you, a Guest or a Sharing Network Company

## Your Additional Coverage

### Debris Removal

Within the limits of coverage, we will pay your reasonable expense for the removal of debris following loss or damage caused to covered property

### Reasonable Repairs

When your **Building**, other structures or **Contents** are damaged by an event insured by this policy, we will pay the reasonable cost incurred by you for the necessary measures taken by you to protect that property from further damage

### Trees, Shrubs and Other Plants

We insure trees, shrubs, plants or lawns, on the **Premises** where your **Building** is located, for loss caused by fire or lightning, explosion, riot, civil commotion, **Aircraft**, **Automobiles** not owned or operated by a resident of your **Building**, vandalism, malicious mischief or theft. We pay up to \$500 for any one tree, shrub, plant or lawn, and up to \$2,500 in total for any one claim

### **Watercraft, Trailers and Other Specified Contents**

We will only pay up to \$2,500 for **Watercraft**, trailers, semi-trailers, furnishings, equipment, outboard engines, motors, jewelry, watches, furs, precious and semi-precious stones and firearms, silverware, goldware, platinum-ware, and pewterware combined

### **Property Removed**

We insure your property against direct loss from any cause while being removed from your **Premises** because it is at risk of damage insured by this policy

### **Loss Assessment**

We will pay up to \$10,000 for your share of loss assessments charged against you as the owner but only by a condominium corporation or association of property owners. The assessment must be made as a result of direct loss to property, owned by all members collectively, of the type that would be covered by this policy if owned by you, and caused by an insured peril during the policy period

### **Ordinance or Law**

Included within the limit of coverage for your **Building** stated on the **You're Covered Screen**, we insure the increased costs you incur to rebuild your **Building** because of the enforcement of any ordinance or law, to a maximum of 15% of the limit of coverage for your **Building** stated on the **You're Covered Screen** We do not cover:

- 1 The loss in value to your **Building** or other structures due to the requirements of any ordinance or law
- 2 The costs to comply with any ordinance or law which requires you or anybody else to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **Pollutants** in or on any insured **Building** or other structure

### **Limited Water Backup and Sump Discharge or Overflow Coverage**

Up to a limit of \$25,000 and included in the limits of coverage stated on the **You're Covered Screen**, we will insure direct physical loss caused by water, or waterborne material, which originates on your property and backs up through sewers or drains or overflows, or is discharged from a **Sump** or related equipment, even if such overflow or discharge results from mechanical breakdown or power failure This coverage does not apply to direct physical loss of a **Sump**, or related equipment, which is caused by mechanical breakdown or power failure

### **Causes of Loss Insured Against**

We insure against all risks of direct physical loss, except we do not insure:

- 1 Losses described as excluded under the Exclusions section of this policy
- 2 Losses caused by freezing of a plumbing, heating, air conditioning or automatic fire protection sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing
- 3 Losses caused by freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a fence, pavement, patio, swimming pool, footing, foundation, bulkhead, wall, or any other structure

- or device, that supports all or part of a **Building** or other structure; retaining wall or bulkhead that does not support all or part of a **Building** or other structure; or pier, wharf or dock
- 4 Theft in or to that part of your Building or other structures under construction, or of materials and supplies for use in the construction
  - 5 Theft of **Valuable Articles**, not unless stored in a locked cupboard or closet during occupancy of the home by **Guests**
  - 6 Losses caused by dampness or atmosphere, condensation, extremes of temperature, mould, wet or dry rot, **Fungi**, or dust or deterioration
  - 7 Losses caused by (i) Wear and tear, marring, deterioration; (ii) mechanical breakdown, latent defect, inherent vice, or any quality in property that causes it to damage or destroy itself; (iii) smog, rust or other corrosion, or dry rot; (v) discharge, dispersal, **Seepage**, migration, release or escape of **Pollutants**; (vi) settling, shrinking, bulging or expansion, including resultant cracking, of bulkheads, pavements, patios, footings, foundations, walls, floors, roofs or ceilings; (vii) birds, vermin, rodents, or insects; or (viii) animals owned or kept by you
  - 8 Sudden collapse or caving in of your **Building** or additional structures. However, any ensuing loss to your **Building** or additional structures not otherwise excluded in this policy is insured
  - 9 Breakage of eye glasses, glassware, statuary, marble, bric-a-brac, chinaware, porcelains and similar fragile articles other than jewelry, watches bronzes, cameras and photographic lenses, and any other **Valuable Articles**, other than as provided in Accidental Breakage of Valuable Articles coverage under the Extensions of Property Coverage section of this policy
  - 10 Losses caused by dampness of atmosphere or extremes of temperature unless the direct cause of loss is rain, snow, sleet or hail
  - 11 Property while undergoing any process, or while being worked upon, but resulting loss or damage to other insured property is insured
  - 12 Refinishing, renovating or repairing property
  - 13 Collision, sinking, swamping or stranding of **Watercraft**, including their trailers, furnishings, equipment and outboard engines or motors
  - 14 Destruction, confiscation or seizure by order of any government or public authority

- 15 Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body
- 16 Losses caused by freezing of any exterior solid fuel heating appliance, including piping and all other equipment connected to that appliance
- 17 Losses caused directly or indirectly by continuous or repeated leakage or **Seepage** of water or sewage, or discharging, backing up or overflow of water or sewage from a sewer, **Sump**, septic system or other wastewater treatment system, outside drain, French drain, weeping tile, eaves trough, inside or outside downspout, rainwater leader, retention tank or holding pond. This exclusion applies whether or not the insured was aware of such leakage or **Seepage**

## Property We Do Not Insure:

We do not insure loss or damage to:

### Electronic Data

Loss of, loss of use of, damage to, corruption of, inability to access, or inability to process or store **Electronic Data**

### Money and Securities

Money, bullion, platinum and other precious metals and alloys, securities, stamps, tickets and tokens, evidence of debt or title

### Vehicles

**Automobiles**, **Watercraft**, amphibious or air cushion vehicles, **Aircraft**, spacecraft, trailers, motors or other accessories attached to or mounted on such property, but this exclusion shall not apply to unlicensed **Automobiles** or unlicensed trailers used in your **Homeshare Business**

### Animals

Animals, fish or birds

### Pressure Vessels

Any pressure vessel having normal internal working pressure greater than 103 kilopascals (15 pounds per square inch) above atmospheric pressure; and any boiler, including the piping and equipment connected thereto, which contains steam or water under steam pressure (except tanks having an internal diameter of 610 millimetres (24 inches) or less used for the storage of hot water for domestic use); caused directly or indirectly by explosion, rupture, bursting, cracking, burning out or bulging of such property while connected ready for use, but this exclusion does not apply to:

- 1 Manually portable gas cylinders;
- 2 Explosion of natural, coal or manufactured gas;

- 3 Explosion of gas or unconsumed fuel within a furnace or within the gas passages therefrom to the atmosphere

### **Ordinance or Law**

Proximately or remotely, arising in consequence of or contributed to by the enforcement of any by-law, regulation, ordinance or law regulating zoning or the demolition, repair or construction of buildings or structures, which by-law, regulation, ordinance or law makes it impossible to repair or reinstate the property as it was immediately prior to the loss. This exclusion does not apply to the amount of coverage that may be provided in the Your Additional Coverage section

### **Earth Movement**

Earth movement caused by a naturally occurring volcanic eruption, avalanche, landslide (including debris flow) or earth movement, or a naturally occurring or man-made earthquake, including resulting tsunamis and damage caused by objects which strike insured property as a result of the foregoing

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss, damage or expense. However, this exclusion does not apply to loss or damage to insured property caused directly by a fire or explosion. This exclusion does not apply to loss by theft

### **Water Damage**

Water damage caused by **Flood**, waves, **Tidal Water** or **Tidal Waves**, or spray from any of the foregoing, all whether driven by wind or not. However, this exclusion does not apply to loss or damage to insured property caused directly by a fire or explosion or to coverage provided for in the Water Damage provision of the Extensions of Property Coverage section

### **Power Failure**

Power failure caused by failure of power or other utility service if the failure takes place away from the **Premises**. However, if the failure causes an insured loss to occur to your **Building**, additional structures or **Contents**, we will pay for that loss

### **Neglect**

Your failure to use all reasonable means to save and preserve property during and after a loss

### **War**

Loss or damage caused directly or indirectly by war, invasion, act of foreign enemy, declared or undeclared hostilities, civil war, rebellion, revolution, insurrection or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss, damage or expense

### **Nuclear Hazard**

Loss or damage caused directly or indirectly by any nuclear incident as defined in The Nuclear Liability Act, or any other nuclear liability act, law or statute, or nuclear explosion. This exclusion applies whether or not there are one



or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss, damage or expense

### **Intentional Loss**

Loss or damage caused by any criminal or intentional act or omission by:

- any insured, or
- any other person at the direction of any insured,

1) however, the exclusion applies only to the claim of a person:

- a whose act or omission caused the loss or damage,
- b who abetted or colluded in the act or omission,
- c who
  - (i) consented to the act or omission, and
  - (ii) knew or ought to have known that the act or omission would cause the loss or damage, or
- d who is in a class prescribed by regulation.

(2) Nothing in section (1) allows a person whose property is insured under the contract to recover more than their proportionate interest in the lost or damaged property.

(3) A person whose coverage under a contract would be excluded but for section (1) must comply with any requirements prescribed by regulation.

Coverage provided by this condition only applies to the extent of coverage provided under the relevant legislation set out in the applicable provincial Insurance Act.

### **Governmental Action**

Loss or damage to any property lawfully seized or confiscated, except if the property must be destroyed to prevent the spread of fire

### **Terrorism**

Loss or damage caused directly or indirectly, in whole or in part, by **Terrorism** or by any activity or decision of a government agency or any other entity to prevent, respond to or terminate **Terrorism** except for ensuing loss or damage which results directly from fire or explosion. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss, damage or expense

### **Illegally Acquired or Kept Property**

We do not insure any property that is illegally acquired or kept, or any property subject to forfeiture; or any property lawfully seized or confiscated, except if the property must be destroyed to prevent the spread of fire

### **Illegal Drug Activities**

We do not insure against loss or damage caused directly or indirectly, in whole or in part, by illegal **Drug Operations** or activities on the **Premises** or decision of a government agency or other entity to prevent, respond to or terminate illegal **Drug Operations** on the **Premises**. This exclusion applies whether or not there are one or more other causes

or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss, damage or expense

### **Pollution**

We do not insure loss or damage resulting directly or indirectly from contamination or pollution, or the release, discharge or dispersal of **Pollutants**. However, this exclusion does not apply to loss or damage to insured property or any related expense:

- 1 Caused directly by a fire or explosion resulting from pollution;
- 2 Caused by contamination or pollution directly resulting from a fire or explosion on the **Premises**;
- 3 In relation to any exterior solid fuel heating appliance and all connected piping and equipment, caused by water alone, or in combination by radioactive material;
- 4 In relation to any exterior solid fuel heating appliance and all connected piping and equipment, caused by water alone;
- 5 In combination with potable anti-freeze, when being used as a heat transfer medium; or
- 6 caused by contamination by radioactive material

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss, damage or expense

## **Extensions of Property Coverage**

### **Accidental Breakage of Valuable Articles**

We pay for the accidental breakage of your **Valuable Articles** having a minimum value of \$250, when caused by Guests, to a maximum limit of \$500 any one **Valuable Article**, and \$2,500 any one policy period. You do not have to pay a deductible for this additional insurance

### **Accidental Damage to Electronics and Appliances**

We pay for the accidental damage to your electronic components and electrical house appliances caused by Guests, provided the damaged electronic components or electrical house appliances are 24 months old or newer. The most we will pay for this coverage is \$2,500 each policy period. You do not have to pay a deductible for this additional insurance

### **Excessive Use of Internet**

We pay for the additional expenses incurred, up to \$1,000, when a **Guest** or **Guests** download an excessive amount of data via your internet service, during a stay. The increase in internet billing must be at least 100% over the average bill received in the three months prior to the occurrence. You do not have to pay a deductible for this additional insurance.

### **Infestation Coverage**

We pay, up to a limit of \$5,000, for fumigation services, professional cleaning and damage to your **Contents** resulting from an infestation of pests attributable to a **Guest**. Manifestation of infestation does not have to occur during policy

period, provided it can be attributed to a specific **Guest**. You do not have to pay a deductible for this additional insurance

### Identity Fraud Expense

We pay up to \$10,000 for expenses only, incurred by you as the direct result of **Identity Fraud** attributable to a **Guest** as part of a paid stay. Any act or series of acts committed by one or more person in collusion with a **Guest** against an insured, is considered to be one **Identity Fraud** Loss other than expenses, and expenses incurred due to any fraudulent, dishonest or criminal act by an insured are excluded from this coverage You do not have to pay a deductible for this additional insurance

### Legal Expense Coverage

We will pay on your behalf legal expenses incurred in defending legal proceedings or allegations arising from incidents other than **Bodily Injury** or **Property Damage**, occurring during the policy period. The most we will pay for this coverage is \$5,000. You do not have to pay a deductible for this additional insurance

### Municipal Citations, Fines and Penalties

We will pay on your behalf any municipal citations, fines or penalties assessed as a direct result of violations committed by a **Guest** during the policy period. The most we will pay for this coverage is \$1,000. You do not have to pay a deductible for this additional insurance

### Property of Guests

At your option, we will pay on your behalf for loss or damage to the property of Guests occurring during the policy period, to a maximum limit of \$5,000. You do not have to pay a deductible for this Extension of Property Coverage

### Rental Interruption Coverage

We cover the loss of your rental income when your **Building** or additional structures become unfit to rent following an insured loss. The loss of rental income is calculated from the date the loss occurs to the date when your **Building** or additional structures are once again fit for rental, to a maximum of twelve (12) months

### Vandalism and Malicious Damage

We pay for vandalism and malicious damage caused by **Guests** during the policy period, up to the limits for your **Building**, additional structures and **Contents** shown on the **You're Covered Screen**. The deductible applies to this coverage

### Water Damage

We insure loss or damage to your **Building**, additional structures and **Contents**, up to the limits stated on the **You're Covered Screen**, caused by discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protection sprinkler system or from within a household appliance, as a result of the acts of a **Guest** during the policy period This coverage does not increase the limits of liability that apply to the damaged property The deductible applies to this coverage

# Property Conditions

## Canadian Currency Clause

All of the dollar limits described in this policy are in Canadian funds

## Insurable Interest and Limit of Liability

If more than one person has an insurable interest in the property insured, we pay the lesser of the Insured's interest or the limit of liability shown on the **You're Covered Screen**

## Other Insurance

If other valid and collective insurance is available to you for a loss we insure under this policy, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance. We will not pay more than the applicable limits shown on the **You're Covered Screen**

## Loss Payment

We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable 30 days after we receive your proof of loss and reach an agreement with you; or there is an entry of a final judgment; or there is a filing of an appraisal award with us

## Mortgage Clause

If a mortgagee has interest in the insured property, any loss payable under Coverage for your **Building** or Coverage for Other Structures will be paid to the mortgagee and you, as interests appear. If more than one mortgagee has interest in the insured property, the order of payment will be the same as the order of precedence of the mortgages. If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:

1. Notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware
2. Pays any premium due under this policy on demand if you have neglected to pay the premium
3. Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so. The Appraisal, Action and Requirements After Loss Statutory Conditions for Property also apply to the mortgagee

If we pay the mortgagee for any loss and deny payment to you:

1. We are subrogated to all the rights of the mortgagee granted under the mortgage on the property
2. At our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, we will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt. Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim

## Recovered Property

If you or we recover any property for which we have made payment under this policy, you or we will notify the other of the recovery. At your option, the property will be returned to or retained by you or it will become our property. If the recovered property is returned to or retained by you, the loss payment will be adjusted based on the amount you received for the recovered property.

## Policy Period

This policy applies only to loss which occurs during the policy period stated on the **You're Covered Screen** and for loss described in Coverage Period.

## Subrogation Clause

If any payment other than a return of premium is made under this policy, we will be subrogated in the amount of such payment to all your rights of recovery against any person or organization, including recovery from other valid and collectible insurance covering the loss, and shall be entitled to pursue and enforce such rights in your name. You will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. You will do nothing to prejudice such rights. Any amount recovered in excess of our total payment shall be restored to you, less the recovery cost.

## Annual Insurance

Coverage under this policy is only applicable if you maintain an annual insurance policy to insure your **Building** and **Contents** during the times it is not being rented through a **Sharing Network Platform**.

# Liability Coverage

## Coverage for Bodily Injury and Property Damage Liability

### Insuring Agreement

We will pay those sums that you become legally obligated to pay as **Compensatory Damages** because of **Bodily Injury** or **Property Damage** to which this insurance applies. At our expense, we will defend you against any **Suit** seeking **Compensatory Damages** insured by this policy. At our discretion, we may investigate any **Occurrence** and settle any claim or **Suit** that may result. The maximum amount of damages we will pay is the limit stated on the **You're Covered Screen**. Our responsibility to defend you ends when we have used up the stated limit of insurance.

We insure **Bodily Injury** and **Property Damage** only if the **Bodily Injury** or **Property Damage** is caused by an **Occurrence** that takes place at the insured **Premises**; the **Bodily Injury** and **Property Damage** occurs during the policy period stated on the **You're Covered Screen**; and you had no knowledge of the **Occurrence** that led to the **Bodily Injury** or **Property Damage** prior to the policy period. **Bodily Injury** or **Property Damage** which occurs during the policy period, and was not known by you to have occurred prior to the policy period, includes any continuation, change or resumption of that **Bodily Injury** or **Property Damage** after the end of the policy period.

**Bodily Injury** or **Property Damage** will be deemed to have been known to have occurred when any insured

- 1 Reports all, or any part, of the **Bodily Injury** or **Property Damage** to us or any other insurer, or

- 2 Receives written or verbal demand or claim for damages because of the **Bodily Injury** or **Property Damage**, or
- 3 Becomes aware by any other means that **Bodily Injury** or **Property Damage** has occurred or has begun to occur

## Exclusions

This insurance does not apply to:

### Abuse

Claims or **Suits** arising directly or indirectly from sexual, physical, psychological or emotional abuse, assault, molestation or harassment, including corporal punishment by, at the direction of, or with the knowledge of any insured; or failure of any insured to take steps to prevent sexual, physical, psychological or emotional abuse, assault, molestation, harassment or corporal punishment;

### Aircraft, Automobiles or Watercraft

**Bodily Injury** or **Property Damage** arising out of the ownership, maintenance, or any kind of use or entrustment to others of any **Aircraft, Automobiles** or **Watercraft** owned or operated by or rented or loaned to you. This exclusion does not apply to a **Watercraft** while ashore on the **Premises** where your **Building** is located, or an unlicensed and stationary **Automobiles** parked on the insured **Premises**

### Business Pursuits

**Bodily Injury** or **Property Damage** arising out of your business or any business use of the **Premises** except for the **Homeshare Business** activities to which this policy applies

### Communicable Disease

**Bodily Injury** or **Property Damage** resulting from or attributable to the transmission of communicable disease

### Contractual Liability

**Bodily Injury** or **Property Damage** for which you are obligated to pay damages because you assumed that liability in a contract or agreement. This exclusion does not apply to liability for damages you would have in the absence of that contract or agreement, or for your liability arising from a contract related to the short-term rental of your **Building** or your additional structures through a **Sharing Network Company**

### Damage to Property

**Property Damage** to any kind of property in your possession

### Access or Disclosure of Confidential or Personal Information and Data-related Liability

**Compensatory damages** arising out of:

- 1 Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information; or

- 2 The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **Electronic Data**

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph 1 or 2 above

### **Employer's Liability and Resident of the Premises**

**Bodily Injury** to an **Employee** of any person insured by this policy, or to the spouse, child, parent, brother or sister of that **Employee**, or to any person(s) residing in your household including, but not limited to, any claims against an insured named or not, for contribution or indemnity as a result of a claim initiated by another **Insured**, named or not, against a third party, regardless of who initiates the claim for contribution or indemnity. This exclusion applies whether the **Named Insured** or any person insured by this policy may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone who must pay damages because of the injury.

### **Expected or Intended Injury**

**Bodily Injury** or **Property Damage** that you expect or intend, but does not apply to **Bodily Injury** resulting from the use of reasonable force to protect persons or property.

### **Intentional or Criminal Acts**

**Bodily Injury** or **Property Damage** caused by any intentional or criminal act or willful negligence by an Insured, but this exclusion does not apply to any other Insured who has not committed and is not involved in the intentional criminal act or the willful negligence.

### **Internet Publication**

**Bodily Injury** or **Property Damage** arising from the distribution or display of data via a website, the internet, an intranet or extranet or any similar device or system designed or intended for electronic communication of data.

### **Libel and Slander**

**Bodily Injury** or **Property Damage** arising from the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's rights of privacy or any type of discrimination including, but not limited to, discrimination due to sex, sexual-orientation, age or marital status, colour, race, creed or national origin.

### **Mobile Equipment**

**Bodily Injury** or **Property Damage** arising out of any kind of **Mobile Equipment**. This exclusion does not apply to **Mobile Equipment** used only on the insured **Premises**, and only for recreational purposes.

### **Nuclear Exclusion**

**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 regardless of exhaustion of such policy limits or its termination. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the **Bodily Injury** or **Property Damage**.

## Pollution

**Bodily Injury or Property Damage** arising out of the actual, alleged or threatened discharge, dispersal, **Seepage**, migration, release or escape of **Pollutants** 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. We also will not insure any loss, cost or expense arising out of any governmental direction or request that you test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize **Pollutants**, related to the **Premises**. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the **Bodily Injury or Property Damage**.

This insurance also does not apply to any fines, penalties, punitive or exemplary damages arising directly or indirectly out of the presence, discharge, dispersal, release or escape of any **Pollutants**, at or from the **premises**.

Nor does this insurance cover biological contamination of any kind and from any source. However, this exclusion does not apply to:

- 1 **Bodily Injury** if sustained within your **Building** and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify your **Building**, or equipment that is used to heat water for personal use, by the occupants of your **Building** or their **Guests**; and
- 2 **Bodily Injury or Property Damage** arising out of heat, smoke or fumes from a **Hostile Fire**.

## Professional Services

**Bodily Injury or Property Damage** due to the rendering of or failure to render by you or on your behalf of any **Professional Services** for others, or any error or omission, malpractice or mistake in providing those services.

## Terrorism

There is no coverage under this insurance for **Bodily Injury or Property Damage** arising 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 other contributing or aggravating cause or event that contributes concurrently or in any sequence to the claim.

## War

**Bodily Injury or Property Damage** caused directly or indirectly by war, invasion, act of a foreign enemy, declared or undeclared hostilities, civil war, insurrection, rebellion, revolution, whether war be declared or not. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the **Bodily Injury or Property Damage**.

## Workers' Compensation and Similar Laws

Any obligation you have under a workers' compensation, disability benefits or unemployment compensation law or any similar law.



## Coverage for Medical Payments

### Insuring Agreement

We will pay any reasonable medical expenses incurred for **Bodily Injury** caused by an accident on the insured **Premises**, or on ways next to the insured **Premises**. We will make these payments regardless of fault, to a maximum limit of \$10,000

### Exclusions

We will not pay expenses for **Bodily Injury** to:

- 1 You
- 2 A person hired to do work for or on behalf of you or your tenant
- 3 A person injured on that part of the insured **Premises** which that person normally occupies
- 4 A person, whether or not your **Employee**, if benefits for the **Bodily Injury** are payable or must be provided under a workers' compensation or disability benefits law or a similar law
- 5 A person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests
- 6 A person whose injury is excluded under the **Bodily Injury** and **Property Damage** coverage section of the policy

### Supplementary Payments for Liability Coverage

We will pay, with respect to any claim we investigate or settle, or any **Suit** against you that we defend:

- 1 All expenses we incur
- 2 The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds
- 3 All reasonable expenses incurred by you at our request to assist us in the investigation or defense of the claim or **Suit**, including actual loss of earnings up to \$1,000 because of time off from work.
- 4 All costs taxed against you in the **Suit** for legal liability
- 5 Prejudgment interest awarded against you on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer
- 6 All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance. These payments will not reduce the limits of insurance

## Extension of Liability Coverage

### Infestation Liability

We will pay on your behalf all sums you become legally obligated to pay because of **Bodily Injury** or **Property Damage** to the Guest resulting from the infestation of pests. The most we will pay for this coverage \$10,000

## Liability Conditions

### Bankruptcy

Bankruptcy or insolvency of you or of your estate will not relieve us of our obligations under liability coverage

### Duties in the Event of Occurrence, Offense, Claim or Suit

After an **Occurrence** which may be insured under this policy:

- 1 You must see to it that we are notified as soon as practicable (in writing if required) of an **Occurrence** or an offense which may result in a claim. To the extent possible, notice should include how, when and where the **Occurrence** or offense took place, the names and addresses of any injured persons and witnesses, and the nature and location of any injury or damage arising out of the **Occurrence** or offense
- 2 If a claim is made or **Suit** is brought against you, you must immediately record the specifics of the claim or **Suit** and the date received, and notify us as soon as practicable. You must see to it that we receive written notice of the claim or **Suit** as soon as practicable
- 3 You must immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or **Suit**, authorize us to obtain records and other information, cooperate with us in the investigation or settlement of the claim or defense against the **Suit**, and assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to you because of injury or damage to which this insurance may also apply
- 4 You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent. However, we will not consider any verbal or written apology in itself to be considered an assumption of any obligation
- 5 Submit to an examination under oath, and produce for the examination, at a reasonable place and time as designated by us, all documents in your possession or control that relate to the matters in question, and permit extracts and copies to be made
- 6 Use your reasonable best efforts to produce **Employees**, members of your household or others for examination under oath
- 7 You shall not interfere in any negotiation for settlement or in any legal proceeding

### Legal Action Against Us

No person or organization has a right under liability coverage to join us as a party or otherwise bring us into a **Suit** asking for damages from you; or to sue us under liability coverage unless all of the coverage terms have been fully complied with. A person or organization may sue us to recover on an agreed settlement or on a final judgment against you; but we will not be liable for damages that are not payable under the terms of this liability coverage or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, you, and the claimant or the claimant's legal representative.

### Other Insurance

If other valid and collective insurance is available to you for a loss we insure under this liability coverage, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance. We will not pay more than the applicable limits shown on the **You're Covered Screen**.

### Anti-Stacking Condition

If this policy and any other policy or insurance form issued to the same **Named Insured** by Co-operators General Insurance Company or any of its affiliates apply to the same **Occurrence**, the combined maximum limits of liability under all policies or insurance forms shall not exceed the highest applicable limit of liability available under any one policy or insurance form.

### Representations

By accepting this policy, you agree that the statements on the **You're Covered Screen** are accurate and complete; those statements are based upon representations you made to us; and we have issued this policy in reliance upon your representations.

### Transfer of Rights of Recovery Against Others to Us

If you have rights to recover all or part of any payment we have made under this liability coverage, those rights are transferred to us. You must do nothing after loss to impair them. At our request, you will bring **Suit** or transfer those rights to us and help us enforce them.

## Definitions

The definitions are applicable to all sections of this policy.

### Aircraft

Any vehicle used or designed for flight including ownership, use or operation of any unmanned aerial vehicles, drones or model aircraft.

### Automobiles

A land **Motor Vehicle**, trailer or semi-trailer, including any attached machinery or equipment. **Automobile** does not include **Mobile Equipment**.

## **Bodily Injury**

Physical injury or sickness to one's person, including required care, loss of services and death that results

## **Building**

The dwelling, attached structures, detached private structures, swimming pools and hot tubs located on the **Premises**

## **Compensatory Damages**

Damages due or awarded in payment for actual injury or economic loss. It does not include punitive or exemplary damages or the multiple portion of any multiplied damage award

## **Contents**

Equipment usual to your **Homeshare Business** including furniture, furnishings, fittings, fixtures, utensils and appliances other than **Buildings**. It includes similar property belonging to others which you are under obligation to keep insured or for which you are legally liable. It also includes tenant's improvements which are defined as building improvements, alterations and betterments made at your expense to the building which are not otherwise insured, provided you are not the owner of such building

## **Drug Operations**

Cultivating, harvesting, processing, manufacturing, distributing, or selling of any substance which falls within the Controlled Drugs and Substances Act

## **duuo App**

The website of **duuo** and the **duuo** smartphone applications available in any app store, individually or combined

## **Electronic Data**

Information stored as or on, created or used on, or transmitted to or from computer software, systems or applications, electronic media storage devices, servers or any other media used intended for the electronic storage or processing of data

## **Employee**

A person performing duties related to your **Homeshare Business**

## **Flood**

The rising or overflow of any stream or body of water, whether natural or man-made, or due to the breaking of any dam, levee or other similar containment

## **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

**Guest**

A person who rents your home for a specified time period, arranged through the rental platform of a **Sharing Network Company**

**Homeshare Business**

The activity of renting of your **Building** as a service to a **Guest** on a short-term basis, defined as 45 days or less, and through a **Sharing Network Company**

**Hostile Fire**

A fire which becomes uncontrollable or breaks out from where it was intended to be

**Hovercraft**

A self-propelled, motorized ground vehicle and includes, but is not limited to, flare-craft and air cushion vehicles

**Identity Fraud**

The act of knowingly transferring or using, without lawful authority, a means of identification of an Insured with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal, provincial, territorial, state or local law

**Mobile Equipment**

Any type of land vehicles such as bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads, including any attached machinery or equipment, and only if such motorized vehicles are not required to be registered or insured under the laws of the province in which they are normally kept

**Motor Vehicle**

A self-propelled land or amphibious vehicle; or any trailer or semi-trailer which is being carried on, towed by or hitched for towing by a vehicle described here

**Named Insured**

The person, persons or incorporated entity listed as the Named Insured on the **You're Covered Screen** of the **duuo App**

**Occurrence**

An accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results in **Bodily Injury** or **Property Damage** during the policy period regardless of the number of claimants

**Pollutant**

Any solid, liquid, gaseous or thermal irritant or contaminant, including:

- 1 radioactive material;
- 2 fuel oil;
- 3 vapour;
- 4 soot;
- 5 chemicals;

- 6 pesticides;
- 7 herbicides; or
- 8 waste and smoke from agricultural smudging or industrial operations

### **Premises**

All structures and land located at the address shown on the **You're Covered Screen** of the **duo App** constitutes a single **Premises**

### **Property Damage**

Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **Occurrence** that caused it. For the purposes of this insurance, **Electronic Data** is not tangible property

### **Seepage**

The slow movement or oozing of water or other fluid through small openings, cracks, or pores

### **Sharing Network Company**

Any organization that facilitates a **Homeshare Business**, or provides services to a **Homeshare Business**, through an electronic platform or application

### **Spouse**

A person who is married to and living with the **Named Insured**; or has entered into a civil union with and is living with the **Named Insured**; or is of the opposite or the same sex who has been living with the **Named Insured** and has been publicly represented as the **Named Insured's** spouse for at least three years

### **Sump**

**Sump** pits, sump pumps and the attached piping or equipment of either

### **Suit**

A civil proceeding in which damages because of **Bodily Injury** or **Property Damage** to which this insurance applies are alleged. **Suit** includes an arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent

### **Terrorism**

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

### **Tidal Water**

Water that rises and falls in a predictable and measurable rhythm or cycle due to the gravitational interactions between the sun, moon, and earth

### **Tidal Waves**

The regularly reoccurring shallow water waves caused by the effects of the gravitational interactions between the sun, moon, and earth

### **Valuable Articles**

Artwork of any kind, statuary, bric-a-brac, curios, collectibles, stemware, glassware, silverware, china or porcelain, with a minimum value of \$250 per single object

### **Watercraft**

A craft principally designed to be propelled on or in water by wind, engine power or electric motor

### **You're Covered Screen**

That part of the **duuo App** that displays the coverage and limits of coverage provided by this policy and is titled "You're Covered!"

## **Statutory Conditions for Property**

As we said, nobody loves reading through the details of an insurance policy. We're almost at the end! The Statutory Conditions for Property are required by law and are designed to let you know what conditions must be followed and met by you and us. Here goes:

### **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

### **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

### **Change of Interest**

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

## Material Change

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

## 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 the 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 1 a of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed

## Requirements After Loss

- 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 the Salvage; Entry, Control, Abandonment; and Appraisal Statutory Conditions of Property:
  - 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 believed;
    - iii stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured;
    - iv showing the amount of other insurances and the names of other insurers;



- v showing the interest of the insured and of all others in the property with particulars of all liens, encumbrances and other charges upon the property;
  - vi showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract;
  - vii showing the place where the property insured was at the time of loss
  - c if required, give a complete inventory of undamaged property and showing in detail quantities, cost, actual cash value;
  - d if required and practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other contract
- 2 The evidence furnished under clauses 1 c and d of this condition shall not be considered proofs of loss within the meaning of When Loss Payable and Replacement Statutory Conditions of Property

## **Fraud**

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

## **Who May Give Notice and Proof**

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

## **Salvage**

- 1 This 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 damages 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 subparagraph 1 of this condition according to the respective interests of the parties

## **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 appraisalment or particular estimate of the loss or damage, but the insurer is not entitled to the control or possession of the insured property, and without the consent of the insurer there can be no abandonment to it of insured property

## Appraisal

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.

## 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.

## 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 that event, the insurer shall commence to so repair, rebuild, or replace the property within forty-five days after receipt of the proofs of loss, and shall thereafter proceed with all due diligence to the completion thereof.

## Action (not applicable in Saskatchewan)

Every action or proceeding against an Insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act.

## 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 the insured or by registered mail addressed to the insured at the insured's latest post office address as notified to the insurer. In this condition, the expression "registered" means registered in or outside of Canada.

# STATUTORY CONDITIONS

## (Applicable only to Alberta and British Columbia)

These Statutory Conditions apply where the Insured is domiciled or where the insured property is located in Alberta or British Columbia and are applicable to all coverages unless otherwise indicated. If any condition below or in the policy, contains a variation, omission or an addition to the Statutory Condition established by the applicable provincial, then the interpretation most favourable to the Insured shall prevail.

### 1. MISREPRESENTATION

(applicable to insurance against loss or damage to property only)

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:

- (1) otherwise specifically stated in the contract, or
- (2) 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) This contract may be terminated
  - (a) by the Insurer giving to the Insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
  - (b) by the Insured at any time on request.
- (2) If the contract is terminated by the Insurer,
  - (a) the Insurer must refund the excess of premium actually paid by the Insured over the prorated premium for the expired time, but in no event 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

(applicable to insurance against loss or damage to property only)

(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 Conditions 9,

(a) immediately give notice in writing to the Insurer,

(b) deliver as soon as practicable to the Insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration,

(i) giving a complete inventory of that property and showing in detail quantities and costs of that property and particulars of the amount of loss claimed,

(ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the Insured knows or believes,

(iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the Insured,

(iv) stating the amount of other insurances and the names of other Insurers,

(v) stating the interest of the Insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,

(vi) stating any changes in title, use, occupation, location, possession or exposures of the property since the contract was issued, and

(vii) stating the place where the insured property was at the time of loss,

(c) if required by the Insurer, give a complete inventory of undamaged property, showing in detail quantities 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 subparagraphs (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

(applicable to insurance against loss or damage to property only)

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

(applicable to insurance against loss or damage to property only)

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

(1) by the agent of the Insured, if

(a) the Insured is absent or unable to give the notice or make the proof, and

(b) the absence or inability is satisfactorily accounted for, or

(2) 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

(applicable to insurance against loss or damage to property only)

(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

(applicable to insurance against loss or damage to property only)

After loss or damage to insured property, the Insurer has

(1) 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

(2) 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

(a) without the Insured's consent, the Insurer is not entitled to the control or possession of the insured property, and

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

## 11. IN CASE OF DISAGREEMENT

(applicable to insurance against loss or damage to property only)

(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

(applicable to insurance against loss or damage to property only)

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

(applicable to insurance against loss or damage to property only)

(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.

# GENERAL CONDITIONS

## (Applicable only to Québec)

These General Conditions apply where the Insured is domiciled or where the insured property is located in Québec and are applicable to all coverages unless otherwise indicated. If any condition below or in the policy, contains a variation, omission or an addition to the General Condition established by the applicable provincial, then the interpretation most favourable to the Insured shall prevail.

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

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

For all coverages except where inapplicable.

## 1. STATEMENTS

### 1.1 Representation of risk (Article 2408)

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

The client means the person submitting an insurance application.

### **1.2 Material change in risk (Articles 2466 and 2467)**

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

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

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

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

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

### **1.4 Warranties (Article 2412)**

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

## **2. GENERAL PROVISIONS**

### **2.1 Insurable interest (Articles 2481 and 2484) (applicable only to property insurance)**

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

### **2.2 Changes (Article 2405)**

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

### **2.3 Assignment (Articles 2475 and 2476)**

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

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

## **2.4 Books and records**

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

## **2.5 Inspection**

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

## **2.6 Currency**

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

## **3. LOSSES**

### **3.1 Notice of loss (Article 2470)**

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

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

### **3.2 Information to be provided (Article 2471)**

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

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

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

### **3.3 False representation (Article 2472)**

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

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

### **3.4 Intentional Fault (Article 2464)**

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



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

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

### **3.5 Inherent vice (Article 2465)**

The Insurer is never liable to compensate for the prejudice resulting from the breakdown, inherent vice or nature of the property.

### **3.6 Notice to police (applicable to property insurance only)**

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

### **3.7 Safeguarding and examination of property (Article 2495) (applicable to property insurance only)**

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

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

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

### **3.8 Admission of liability and cooperation**

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

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

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

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

### **3.9 Right of action (Article 2502) (applicable to liability insurance only)**

The Insurer may set up against the injured third person any grounds he could have invoked against the Insured at the time of the loss, but not grounds pertaining to facts that occurred after the loss; the Insurer has a right of action against the Insured in respect of facts that occurred after the loss.

## **4. COMPENSATION AND SETTLEMENT**

### **4.1 Basis of settlement (Articles 2463, 2490, 2491, 2493) (applicable to property insurance only)**

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

In unvalued policies, the amount of insurance does not make proof of the value of the insured property.

In valued policies, the agreed value makes complete proof, between the Insurer and the Insured, of the value of insured property.

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

#### **4.2 Pair and set (applicable to property insurance only)**

In the case of loss of or damage to any article or articles, whether scheduled or unscheduled, which are part of a set, the measure of loss of or damage to such article or articles shall be a reasonable and fair proportion of the total value of the set, but in no event shall such loss or damage be construed to mean total loss of the set.

#### **4.3 Parts (applicable to property insurance only)**

In the case of loss of or damage to any part of the insured property, whether scheduled or unscheduled, consisting, when complete for use, of several parts, the Insurer is not liable for more than the insured value of the part lost or damaged, including the cost of installation.

#### **4.4 Replacement (Article 2494) (applicable to property insurance only)**

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

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

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

Any outstanding premium may be deducted from the indemnity payable.

#### **4.6 Property of others (applicable to property insurance only)**

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

#### **4.7 Waiver**

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

#### **4.8 Limitation of actions (Article 2925)**

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

#### **4.9 Subrogation (Article 2474)**

Unless otherwise provided, the Insurer shall be subrogated to the extent of the amount paid or the liability assumed therefore under this policy to the rights of the Insured against persons responsible for the loss except when they are members of the Insured's household.

The Insurer may be fully or partly released from his obligation towards the Insured where, owing to any act of the Insured, he cannot be so subrogated.

### **5. OTHER INSURANCE**

#### **5.1 Property insurance (Article 2496)**

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

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

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

#### **5.2 Liability insurance**

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

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

### **6. CANCELLATION (Articles 2477 and 2479)**

This policy may be cancelled at any time:

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

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

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

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

## 7. NOTICE

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

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

## DECLARATION OF EMERGENCY – EXTENSION OF TERMINATION OR EXPIRY DATE

The effective date of termination of the policy by us or the expiry date of this policy is automatically extended when a state of emergency is declared by a Canadian public authority designated by statute for the purpose of issuing such an order, subject to the following:

The state of emergency must be declared:

- in response 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 forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise; or
- as provided for by relevant governing legislation, but does not include any subsequent statutory declaration(s) that may be issued relating to the same event.

The situation or impending situation giving rise to a declaration of the state of an emergency must have a direct effect or impact on:

- the insured;
- the insured premises, provided it is located in the declared emergency area; or
- the named insured’s insurance advisor’s or broker’s office, provided it is located in the declared emergency area.

Any time limitation described in the Termination condition of the policy (the Cancellation condition in Quebec), with respect to termination of this policy by us, will not continue to run until the state of emergency is lifted plus the lesser of:

- 30 days; or
- the number of days equal to the total time the state of emergency order was in effect.

If the policy is due to expire during a declared state of emergency, it will continue in force until the state of emergency is lifted plus the lesser of:

- 30 days; or
- the number of days equal to the total time the state of emergency order was in effect.

In no event shall the total duration of this extension exceed 120 consecutive days.

The insured in accepting such an extension agrees to pay the pro rata premium earned for the additional time we remain on risk as a result of the above.