

Event Liability Policy

Underwritten by Co-operators General Insurance Company

Administered by Duuo



Your Voice Matters

Our goal is to provide you with unparalleled service. If you are dissatisfied in any way with your policy or a claim, please contact Customer Service at info@duuo.ca. We will do everything we can to solve your problem to your complete satisfaction. All complaints we receive are taken seriously. We have a specific process to handle customer inquiries, known as our Customer Resolution Process, which is available at the duuo™ [website](#). We value your input.



About This Policy

Agreement

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

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.

We provide the insurance described in this policy as long as you pay the premium and follow the policy conditions. We cover only your liability for the **insured event** at the **event locations** listed specifically on a **duuo authorized Platform**.

Who is an Insured

You, as the person named on the **You’re Covered Screen** of the **duuo app**. This also includes:

1. **User Groups**;
2. Executives;
3. Managers;
4. Coaches;
5. Trainers;
6. Officials;
7. Volunteers;
8. Spouses or;
9. Employees or auxiliary workers;

while acting within the scope of their duties on your behalf.

Additional Insured

The Liquor License Board Permit Holder is added to the policy as an additional insured, but only with respect to **bodily injury** or **property damage** arising out of the event listed on the **You’re Covered Screen** at the **event location** on which a Liquor License or permit was issued.

The **venue owner**, as named on the **You’re Covered Screen** of the duuo App, is added as an additional insured, but only with respect to the activities and operations conducted by you.

The municipality where the event takes place is added as an additional insured but only if the **event location** takes place in whole or in part on their premises

Deductible

There is no deductible applicable to claims made under policy.

Coverage Period

If your event is longer than 2-hours on the **You’re Covered Screen**, coverage begins within 24-hours of the time your event begins and expires at the time your event ends.



If your event is 2-hours or less on the **You're Covered Screen**, coverage is for a 2-hour event occurring within the effective and expiry dates of coverage listed on the **You're Covered Screen**.

Applicable Law

The laws of the province in which the **name insured** resides will apply.

Liability Coverage

Covered Event

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** or **property damage** only if:

1. The **bodily injury** or **property damage** is caused by an **occurrence** that takes place at the **event location** and;
2. The **bodily injury** or **property damage** occurs during the policy period stated on the **You're Covered Screen** and;
3. 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.

Tenants' Legal Liability

Insuring Agreement

We will pay up to a maximum limit of \$1,000,000 those sums that you shall become legally obligated to pay as **compensatory damages** because of **property damage** caused unintentionally to structures or portions of the **event location** rented or occupied by you.

Host Liquor Liability Coverage

We will pay those sums that you shall become legally obligated to pay as compensatory damage because of **bodily injury**, including resulting death, to any person or persons or for **property damage** (other than property leased or owned by or in the care, custody or control of you or any of your **employees**) occurring as a result of the providing of alcoholic beverages to any persons by you, or on your behalf, at the **event location**, provided an applicable provincial liquor license and permit was obtained prior to the **event**.

Exclusions

The coverage provided under this policy 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.

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

Claims or **suits** for which you are obligated to pay **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 nonpublic 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.

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 or unlicensed and stationary **automobiles** parked at the **event location**.

Alcohol Consumption

Claims or **suits** arising directly or indirectly from any sickness, injury or death that could reasonably be contributed to or caused by intoxication from **alcohol consumption**. This exclusion does not apply if there is evidence that you obtained a liquor license and related permit.

Animals

Bodily injury or **property damage** arising out any injury/injuries resulting from animal bites, scratches, or attacks.

Business Pursuits

Bodily injury or **property damage** arising out of your business or any business use of the **event location** except for the specified event 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.

Drugs

Claims or **suits** arising directly or indirectly from any sickness, injury or death that could reasonably be contributed to or caused by the abuse or misuse of drugs, prescription drugs, over the counter medication or any other intoxicants.

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.

Excluded Events

Bodily injury or **property damage** resulting from instructing, practicing or participating in any of the following:

1. The use or operation of mountain slides including but not limited to ski lifts or tows;
2. The use or operation of saddle animals or animal-drawn vehicles;
3. The use or operation of any amusement rides, mechanical rides, inflatables, trampolines;
4. Participation in Archery, Axe Throwing, Boxing, Canoeing, Cheerleading, Competitive Diving, Extreme Sport Activities, Gymnastics, Hang Gliding, Hot-air Ballooning, Luge Bobsledding, Martial Arts, Mountain Bike Racing, Motorsport or Motorized, Obstacle Courses, Stunting events, Para-sailing, Parachuting, Kayaking, Shooting, Skateboarding, Skiing, Snowboarding, Unsupervised Swimming, Tobogganing, Tubing, Water Polo, Wrestling, Zip Lines.

Fireworks

Bodily injury or **property damage** arising from the use or sale of, whether negligent or otherwise, of fireworks, or damages arising from the use or sale of fireworks.

Forcible Ejection

Bodily injury or **property damage** arising out of the forcible ejection of any person or persons from the **event location**. This exclusion 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 you, 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 at the **event location**, 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 the **event location**, 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 **event location**. 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 **event location**.

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 the **event location** and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify, or equipment that is used to heat water for personal use, by the occupants of the **event location**; and
2. **Bodily injury or property damage** arising out of heat, smoke or fumes from a hostile fire.

Power or Utility Service

Bodily injury or property damage caused by the failure of power or other utility service if caused in whole or in part by the **venue owner**.

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 and necessary medical expenses incurred for **bodily injury** caused by an accident at the **event location**. 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;
3. 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; or
4. 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 of 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 order to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the order.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, ordered 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.

Conditions

Anti-Stacking

This policy will not contribute to or be excess of any other policy issued to any **named insured** if a claim covered by this policy is also covered by any other policy issued by Duuo or the Co-operators General Insurance Company.

Bankruptcy

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

Canadian Currency Clause

It is agreed that all limits of insurance, premiums, and other amounts as expressed in this policy are in Canadian Currency.



Coverage Territory

This insurance policy applies only to bodily injury and property damage which occurs within Canada only.

Cross Liability

Except with respect to the limit stated on the **You're Covered Screen**, and any rights or duties specifically assigned to the first **Named Insured** stated on the **You're Covered Screen** of the **duuo app**, this insurance applies:

1. As if each insured were the only insured; and
2. Separately to each insured against whom a claim is made or **suit** is brought.

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 a loss covered by this policy is also covered by other insurance, this policy will be considered primary to that other insurance.

Policy Period

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

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.

Statutory Conditions

This policy is subject to the Statutory Conditions as described in the insurance act of the province in which it is issued.

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

Aircraft

Any vehicle used or designed for flight. This does not include the operation of an unmanned aerial vehicle that is:

1. remotely controlled by an operator;
2. operated in compliance with any statute, permit, rule, regulation or any requirement for qualification to operate an unmanned aerial vehicle;
3. not more than three (3) feet long and three (3) feet wide; and
4. does not weigh more than twenty-five (25) kilograms.

Alcohol Consumption

Alcohol intoxication is determined either when records indicate a blood alcohol level of 80 milligrams of alcohol per 100 milliliters of blood or when records indicate intoxication and no blood alcohol level is specified.

Automobile

A land **Motor Vehicle**, trailer or semi-trailer, including any attached machinery or equipment.

Bodily Injury

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

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.

**duuo™ App**

The website of [duuo™](#) and the duuo™ smartphone applications available in any app store, individually or combined.

duuo™ authorized Platforms

Any duuo approved organization that facilitates business through an electronic platform or application.

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 event at the **event location**.

Event Location

All structures and land located at the address shown on the **You're Covered Screen** of the **duuo App** constitutes a single **event location**.

Insured Event

The description of the event or activity for which you are insured, which is based on the information provided by You during the process of applying for this Coverage. A summary is shown on the **You're Covered Screen** of the **duuo App**.

Mobile Equipment

Any type of land vehicles such as bulldozers, farm machinery, forklifts and other vehicles designed for use principally off of 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.

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.

Participant

Any individual who engages in the event and shall also include referees, coaches, and all other officials.

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.

Professional Services

Professional services shall include but not be limited to:

1. Medical, surgical, dental, x-ray or nursing service or treatment;
2. Any **professional service** or treatment conducive to health;
3. **Professional services** of a pharmacist;
4. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
5. Any cosmetic, body piercing, tonsorial, massage, physiotherapy, chiropody, hearing aid, optical or optometrical services or treatments.

Pollutants

Any solid, liquid, gaseous or thermal irritant or contaminant, including: odour, vapour, fumes, acids, alkalis, chemicals and waste, radioactive material, fuel oil, soot, pesticides, herbicides, smoke from agricultural smudging or industrial operations and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Spouse

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

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 you must submit with our consent; or any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit 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.

User Group

The permit holder and the group of individual persons who participate in and share joint responsibility during an **insured event** occurring during the coverage period at the **event location** as shown on the **You're Covered Screen**.

Venue Owner

The owner of the **event location** where events of a specific type are held.

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 - APPLY TO POLICYHOLDERS AND POLICIES COVERING RISKS IN JURISDICTIONS OTHER THAN ALBERTA & BRITISH COLUMBIA.

If any condition below or in the policy, contains a variation, omission or an addition to the Statutory Condition established by the applicable provincial or territorial statute, then the interpretation most favourable to the Insured shall prevail.

All of the Statutory Conditions below apply to the peril of fire and, as modified or supplemented by forms or endorsements attached, apply as Policy Conditions to all other perils insured by property coverage on this policy.

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

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 in such 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 Act (Canada) 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 by the change, unless the change is promptly notified in writing to the Insurer or its local agent. The Insurer, when so notified, may return the unearned portion, if any, of the premium paid and cancel the contract. Alternatively, the Insurer 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. 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.

5. TERMINATION

(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;
- (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 proportional premium for the expired time, but in no event shall the proportional premium for the expired time be deemed to be less than any minimum retained premium specified; and
- (b) the refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.

(3) Where this contract is terminated by the Insured, the Insurer shall refund as soon as practicable the excess of the premium actually paid by the Insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be considered 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 15 days mentioned in clause (a) of sub-paragraph (1) of this condition starts 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) immediately give notice of the loss or damage 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 lost or 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 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 mortgages, 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 insured property was located at the time of loss or damage;
- (c) If required, give a complete inventory of undamaged property, showing in detail quantities, cost, actual cash value;
- (d) If required and if practicable, produce accounts, warehouse receipts, stock lists, invoices and other pertinent records, verified by statutory declaration, as well as any relevant contracts or agreements with others.

(2) The evidence furnished under clauses (1)(c) and (d) of this condition shall not be considered proofs of loss within the meaning of conditions 12 and 13.

7. 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.

8. WHO MAY GIVE NOTICE AND PROOF

In case of absence or inability of the Insured to give notice of loss or make proof of loss, notice of loss may be given and proof of loss may be made by the agent of the Insured. If the Insured fails to give notice immediately, the notice of loss may be given, and the proof of loss may be made 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 insured property, shall take all reasonable steps to prevent further damage to such property and to prevent damage to other insured property, including, if necessary, removal to a secure location.

(2) The Insurer shall contribute proportionately, according to the respective interests of the parties, towards any reasonable and proper expenses in connection with steps taken by the Insured and required under subsection (1) of this condition.

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. After the Insured has secured the property, the Insurer has a further right of access and entry sufficient to enable its agents to make appraisal or particular estimate of the loss or damage. The Insurer is not entitled to the control or

possession of the insured property. There can be no abandonment of insured property to the Insurer without the Insurer's consent.

11. APPRAISAL

In the event of disagreement as to the value of the insured property, or the value of 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 for one is made in writing and until 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 lost or damaged, giving written notice of its intention to do so within thirty days after receipt of the proof of loss.

(2) In that event, the Insurer shall commence to repair, rebuild, or replace the property within forty-five days after receipt of the proof of loss, and shall proceed with all due diligence to completion of the work.

14. ACTION

Every action or proceeding against the Insurer for the recovery of any claim shall be absolutely barred unless commenced within one year after the loss or damage occurs, unless legislation provides otherwise.

15. NOTICE

Any written notice to the Insurer may be sent by registered mail or delivered to the chief agency or any office of the Insurer in Canada. Written notice may be given to the Insured 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 Canada.

N.B. To the extent that the Civil Code of the Province of Quebec is applicable to this contract General Conditions and Provisions as set out in the Civil Code of the Province of Quebec apply. These General Conditions and Provisions apply to all of the perils insured by this policy and to the liability coverage, except where such conditions and provisions may be modified or supplemented by forms or endorsements attached to this policy. A copy of the General Conditions and Provisions is available on request from the Insurer.

STATUTORY CONDITIONS THAT APPLY TO POLICYHOLDERS AND POLICIES IN ALBERTA & BRITISH COLUMBIA.

If any condition below or in the policy, contains a variation, omission or an addition to the Statutory Condition established by the applicable provincial or territorial statute, then the interpretation most favourable to the Insured shall prevail.

All of the Statutory Conditions below apply to the peril of fire and, as modified or supplemented by forms or endorsements attached, apply as Policy Conditions to all other perils insured by property coverage on this policy.

MISREPRESENTATION

1. If a person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known

to the insurer in order to enable it to judge the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

PROPERTY OF OTHERS

2. The insurer is not liable for loss or damage to property owned by a person other than the insured unless
 - (a) otherwise specifically stated in the contract, or
 - (b) the interest of the insured in that property is stated in the contract.

CHANGE OF INTEREST

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

MATERIAL CHANGE IN RISK

4. (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.

TERMINATION OF INSURANCE

5. (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.

REQUIREMENTS AFTER LOSS

6. (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.

FRAUD

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

Who may give notice and proof

8. 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.

SALVAGE

9. (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.

ENTRY, CONTROL, ABANDONMENT

10. After loss or damage to insured property, the insurer has
- (a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and
 - (b) after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them 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.

IN CASE OF DISAGREEMENT

11. (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.

WHEN LOSS PAYABLE

12. 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.

REPAIR OR REPLACEMENT

13. (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.

NOTICE

14. (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.