

# Rented Condominium Form

## AGREEMENT

We provide the insurance described in this policy in return for payment of the premium and subject to the terms and conditions set out. It is a condition precedent to the insurer's agreement to insure under this policy that no part of the premises or any building or other structure on the premises shall be used in whole or in part for any purpose that is prohibited by law, whether or not the insured has knowledge of such purpose. All amounts of insurance, premiums and other amounts expressed in this policy are in Canadian currency.

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

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

## DEFINITIONS

**Amount of Insurance** means the maximum amount we will pay for any one occurrence or incident no matter how many people covered by this policy are involved.

**Burglary** means theft of personal property from the insured unit, building containing the unit or outbuilding following illegal and forcible entry or exit, leaving visible marks at the point of forced entry or exit.

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

**Business Premises** means premises on which a business is conducted, premises rented in whole or in part to others, or held for rental.

**Business Property** means property pertaining to a business, trade, profession or occupation.

**Civil Authority** means any person acting under the authority of the Governor General in Council of Canada or the Lieutenant Governor in Council of a Province, and/or any person acting with authority under Federal, Provincial or Territorial legislation with respect to the protection of persons and property in the event of an emergency.

**Common Elements** means collectively owned condominium property.

**Condominium Corporation** means a condominium or strata corporation and in Quebec the meeting of co-proprietors established under provincial legislation.

**Data** means representations of information or concepts in any form.

**Data Problem** means:

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

**Domestic Water Container** means a device or apparatus for personal use on the premises for containing, heating, chilling or dispensing water. It does not include plumbing, heating, cooling or sprinkler systems.

**Drain** means a fixture or device located within or on the unit, connected to the waste water and/or sewer drainage piping system, for the purpose of removing water or sewage from the dwelling. This does not include weeping tile or a perimeter drainage system.

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

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

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

**Illegal Substance** means any substance that is not legal for you or any other party of interest, your employees or agents, your tenants or any person to whom your property may be entrusted, to possess, obtain, produce, provide, sell, traffic or use, and includes any controlled substance enumerated in the Schedules of the Controlled Drugs and Substances Act currently in force.

**Illegal Substance Activity** means any activity relating to the growing, cultivating, propagating or harvesting, manufacturing, distributing, storing or selling of any Illegal Substance.

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

- his or her spouse;

- the relatives of either; and
- any person under 21 in their care.

**Spouse** means a person:

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

**Insured Peril** means a cause of loss or damage insured under the coverage form stated on the Coverage Summary page.

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

**Premises** means your unit, and includes garages, outbuildings, and private approaches reserved for your use or occupancy only.

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

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

**Sump** means a sump pit, well or basin, lined with concrete or other liner, located within your **unit**, connected to a mechanical or gravity feed evacuation pump system, for the purpose of collecting and removing water. A sump pit, well or basin not equipped with a mechanical pump or gravity feed evacuation system is not a sump.

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

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

**Unit** means the condominium unit, strata lot or exclusive portion described in the Condominium Declaration or Co-ownership Declaration owned by you and occupied as a private dwelling.

**Vacant** refers to the circumstance where, regardless of the presence of furnishings:

- all occupants have moved out with no intention of returning to take up residence at the dwelling or unit and no new occupant has taken up residence; or,
- in the case of a newly constructed dwelling or unit, no occupant has yet taken up residence.

**Water main** means a pipe forming part of a water distribution system, which conveys consumable water but not waste water.

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

**You or your** refers to the Insured.

## PROPERTY COVERAGES

### CONDOMINIUM PROTECTION

We will pay up to the amount of insurance shown on the Coverage Summary page in any one occurrence for loss or damage caused by an Insured Peril. The amount of insurance for this section applies to any one or a combination of the following coverages.

#### Unit Improvements And Betterments

Improvements and betterments made or acquired by you, including:

- any building, structure or outdoor domestic water container, including swimming pools, hot tubs, saunas and attached equipment on the premises;
- materials and supplies on the premises for use in such improvements and betterments.

#### Unit Additional Protection

We insure your unit if the Condominium Corporation has no insurance, its insurance is inadequate, or it is not effective.

We will cover the portion of any insured loss to your unit that is excluded under the deductible clause in the Condominium Corporation insurance policy and for which you are responsible.

## **Common Elements Loss Assessment**

We will pay your share of any special assessment if the assessment is valid under the Condominium Corporation's governing rules and it is made necessary by a direct loss to common elements.

This includes an assessment due to a deductible in the Condominium Corporation policy. If an assessment is made necessary by an earthquake deductible we will not pay more than \$2,500.

You may apply up to 10% of this insurance to insure building fixtures and fittings pertaining to your unit while temporarily removed from the premises for repair or seasonal storage.

You may apply up to 5% of this insurance to insure trees, plants, shrubs and lawns on your premises. We will not pay more than \$1,000 for any one tree, plant or shrub including debris removal expenses. We insure these items against loss caused by fire, lightning, explosion, impact by aircraft or land vehicles, riot, vandalism and malicious acts and theft including damage caused by theft. We do not insure items grown for commercial purposes.

## **Cost to Find New Tenants**

We will pay up to \$250 for costs incurred by you for finding new tenants if an insured peril causes you to lose your current tenants. These charges can include advertising, credit checks, and/or reference checks.

## **Personal Property**

If you have purchased this coverage we insure the following personal property, which you own while on your premises described on the Coverage Summary page:

- equipment used for maintenance of the dwelling and premises including lawn-mowers and lawn tractors;
- refrigerators, stoves, dishwashers, washing machines and clothes dryers but excluding coin operated washing machines and clothes dryers;
- furniture, décor, linens, small appliances and electronics, cookware, dishes, glassware and flatware that are normally located at the unit and are included as part of a furnished rental.

If you must remove insured property from the premises to protect it from loss or damage, it is insured by this policy for 30 days or until your policy term ends - whichever occurs first. The amount of insurance will be divided in the proportions that the value of the property removed bears to the value of all property at the time of loss.

## **Fair Rental Value**

You have this coverage only if a limit of insurance is shown for it on your Coverage Summary page.

We insure the Fair Rental Value of your unit:

- if an Insured Peril makes that part of the dwelling rented to others or held for rental by you unfit for occupancy. Payment shall be for the reasonable time required to repair or replace that part of the dwelling rented or held for rental.
- if a civil authority prohibits access to your unit or building containing your unit as a direct result of damage to neighbouring premises by an Insured Peril. Payment shall be for a period not exceeding 2 weeks.

The periods of time stated above are not limited by the expiration of the policy.

Fair Rental Value means the actual total annual gross rent or rental value of the occupied portion(s) of the unit plus the estimated annual rental value of any unoccupied portion(s) of the unit. It shall not include any expense that does not continue while that part of the dwelling rented or held for rental is unfit for occupancy.

We do not insure the cancellation of a lease or agreement.

## **Debris Removal**

The amounts of insurance shown on the Coverage Summary page include the cost of removing debris caused by loss or damage to property insured by this form as a result of an Insured Peril.

## **ADDITIONAL COVERAGES**

### **Fire Department Charges**

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

This coverage is not subject to a deductible.

### **Declaration of Emergency Endorsement - Extension of Termination or Expiry Date**

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

1. The "emergency" must have a direct effect or impact on:

- i) the Insured, the insured site or insured property located in the declared emergency area; or
  - ii) the operations of the Insurer or its agent/broker located in the declared emergency area.
2. a. Any time limitation described in the Termination condition of this policy, with respect to termination of this policy by the Insurer, will not continue to run until the "emergency" is terminated plus the lesser of:
- i) 30 days; or
  - ii) the number of days equal to the total time the "emergency" order was in effect.
2. b. If this policy is due to expire during an "emergency", it will continue in force until the "emergency" is terminated plus the lesser of:
- i) 30 days; or
  - ii) the number of days equal to the total time the "emergency" order was in effect.
3. In no event shall the total term of this extension exceed 120 consecutive days

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

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

- a) with respect to a situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise; or
- b) as provided for by the relevant governing legislation if different from a);

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

All other terms and conditions of the Policy to which this endorsement applies remain unchanged.

## INSURED PERILS

You are insured against **All Risks** of direct physical loss or damage to the property described on the Coverage Summary page and subject to the exclusions and conditions of this form.

## LOSS OR DAMAGE NOT INSURED

We do not insure loss or damage:

1. to buildings, units or structures used, in whole or in part, for business or farming purposes unless declared on the Coverage Summary Page;
2. to personal property undergoing any process or while being worked on, where the damage results from such process or work, but resulting damage to other property is insured;
3. to any property illegally acquired, kept, stored, or transported, or the proceeds of crime;
4. occurring after your dwelling has, to your knowledge, been vacant for more than 30 consecutive days;
5. resulting from the intentional or criminal acts of, or the failure to act by:
  - a) any person insured by this policy, or
  - b) any other person at the direction of any person insured by this policy;
6. caused by any nuclear incident as defined in the Nuclear Liability Act, or any other nuclear liability act, law or statute, or any law amendatory thereof, or nuclear explosion, except for ensuing loss or damage which results directly from fire, lightning or explosion of natural, coal or manufactured gas;
7. caused by contamination from radioactive material;
8. caused by war, invasion, act of a foreign enemy, declared or undeclared hostilities, civil war, rebellion, revolution, insurrection or military power;
9. resulting from a change in ownership of property that is agreed to, even if that change was brought about by trickery or fraud;
10. caused by birds, vermin, insects, raccoons or rodents, except loss or damage to building glass;
11. caused by rust, corrosion, wet or dry rot, fungi or spores, bacteria, condensation, acid rain or contamination;
12. caused by smoke from agricultural smudging or industrial operations;
13. caused by snowslide, earthquake, landslide or any other earth movement. If any of these results in fire or explosion, we will pay only the resulting loss or damage;
14. caused by settling, expansion, contraction, moving, bulging, buckling or cracking except resulting damage to building glass;

15. caused by theft or attempted theft of property in or from a dwelling under construction or of materials and supplies for use in the construction until the dwelling is completed and ready to be occupied;
16. caused by vandalism or malicious acts or glass breakage occurring while your dwelling is under construction or vacant even if permission for construction or vacancy has been given by us;
17. caused by water unless the loss or damage resulted from:
  - a) the sudden and accidental escape of water from a water main;
  - b) the sudden and accidental escape of water or steam from within a plumbing, heating, sprinkler or air conditioning system or domestic water container, which is located inside your dwelling;
  - c) the sudden and accidental escape of water from a domestic water container located outside your dwelling but such damage is not covered when the escape of water is caused by freezing;
  - d) water which enters through an opening which has been created suddenly and accidentally by an Insured Peril other than water damage;
  - e) water from the accumulation of ice or snow on the roof or eaves trough, which enters the dwelling through a roof;
  - f) water which enters your dwelling through the roof due to the accumulation and overflow of rain from the eaves trough;

but we do not insure loss or damage:

- i. caused by freezing during the usual heating season;
    1. within a normally heated portion of your dwelling if the heat has been intentionally turned off by you or at your direction;
    2. within a normally unheated portion of your dwelling;
  - ii. caused by continuous or repeated seepage or leakage of water;
  - iii. caused by the backing up or escape of water from a sewer, storm drain, drain, sump or septic tank;
  - iv. caused by ground water or rising of the water table;
  - v. caused by surface waters including flood, unless the water escapes from a water main or from a domestic water container located outside your dwelling;
  - vi. caused by shoreline ice build-up or by waterborne objects or ice, all whether driven by wind or not;
  - vii. to a water main;
  - viii. to a plumbing, heating, cooling, sprinkler or air conditioning system or domestic water container caused by freezing or from which the water escaped;
  - ix. occurring while the unit or building containing the unit is under construction or vacant unless if we have given permission for construction or vacancy;
18. to insured property however caused, which results directly or indirectly from any Illegal Substance Activity. This exclusion will apply regardless of whether you are aware or unaware of such Illegal Substance Activity or whether you are able or unable to control such Illegal Substance Activity.

nor do we insure:

19. wear and tear, inherent vice, latent defect, mechanical breakdown, deterioration;
20. i) data;  
ii) loss or damage caused directly or indirectly by data problem. However, if loss or damage caused by data problem results in occurrence of further loss of or damage to property insured that is directly caused by fire, explosion, smoke leakage from fire protective equipment, water damage, this exclusion shall not apply to such resulting loss or damage;
21. loss or damage caused directly or indirectly, in whole or in part, by Terrorism or by any activity or decision of a government agency or other entity to prevent, respond to or terminate Terrorism regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but you are still insured for ensuing loss or damage which results directly from fire or explosion;
22. the cost of making good faulty material or workmanship;
23. scratching, abrasion or chipping of any personal property, or accidental breakage of any fragile or brittle articles;
24. loss or damage caused directly or indirectly by any of the following perils, whether or not caused by or attributable to earthquake: flood of any nature, waves, tidal waves, tsunami, high water, waterborne objects or ice.

## **BASIS OF CLAIM SETTLEMENT**

### **When Coverage Applies**

We will pay claims for insured loss or damage:

- to your unit, less any amount recoverable from any insurance covering the collective interests of the unit owners;
- to personal property and unit improvements and betterments;

as described below, up to your financial interest in the property, but not more than the applicable amount(s) of insurance for any loss or damage arising out of one occurrence.

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

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

## **Deductible**

All coverages under Property Coverages are subject to a deductible, unless otherwise stated. The deductible amount is shown on the Coverage Summary page.

We pay only the amount by which the insured loss or damage exceeds the applicable deductible amount in any one occurrence.

For losses from Vandalism and Malicious Acts caused by tenants, we pay only the amount by which the loss or damage exceeds 2 times the deductible amount shown on the Coverage Summary page.

## **Unit Additional Protection And Unit Improvements And Betterments**

If you repair or replace the damaged or destroyed unit or unit improvements and betterments, on the same site, with a unit of the same occupancy, constructed with materials of similar quality, within a reasonable time after the damage, we will pay the cost of repairs or replacement (whichever is less) without deduction for depreciation.

If you decide not to repair or replace the damaged or destroyed unit, we will pay the actual cash value of the damage at the date of the occurrence.

## **Personal Property**

We will pay on the basis of **Replacement cost** except for:

- a) property that has not been maintained in good or workable condition;
- b) property that is no longer used for its original purpose; for which we will pay only on the basis of actual cash value.

**Replacement cost** means the cost, on the date of the loss or damage, of the lesser of:

- repairing the personal property with materials of similar kind and quality; or,
  - new articles of similar kind, quality and usefulness;
- without any deduction for depreciation.

We will pay on the basis of replacement cost only if the property lost or damaged is repaired or replaced as soon as reasonably possible, but in no case more than 1 year after the date of loss. Otherwise, we will pay on the basis of actual cash value.

You may choose payment on the basis of actual cash value initially. If you later decide to replace any destroyed or stolen property, you may make an additional claim for the difference between the actual cash value and the replacement cost.

## **Actual Cash Value**

The Actual Cash Value is what the property is worth and takes into account such things as the cost of replacement less any depreciation and obsolescence. In determining depreciation, we will consider the condition of the property immediately before the damage occurred, the resale value and the normal life expectancy.

## **Pair And Set**

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

## **Parts**

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

## **Insurance Under More Than One Policy**

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

## **Notice To Authorities**

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

## **Duties After Loss**

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

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

## Subrogation

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

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

## LIABILITY

If liability has been extended to the premises insured by this form and is shown on the Coverage Summary page, then the following coverage extension applies to Section II Personal Liability Protection, Coverage E - Personal Liability:

### Loss Assessment Extension

We will pay your share of any special assessment if:

1. the assessment is valid under the Condominium Corporation's governing rules, and
2. the assessment is made necessary by the liability of the Condominium Corporation for occurrence(s) which take place during the policy period.

This Extension is subject to all terms and conditions under Coverage E and, does not increase the amount of insurance under Coverage E.

## CONDITIONS

### Conditions Applicable To The Various Coverages Provided Herein

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

## STATUTORY CONDITIONS

### (BRITISH COLUMBIA, ALBERTA AND MANITOBA)

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

### 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.

## **STATUTORY CONDITIONS**

### **(YUKON, NORTHWEST TERRITORIES AND NUNAVUT)**

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

#### **1. Misrepresentation**

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

#### **2. Property Of Others**

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

#### **3. Change Of Interest**

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

#### **4. Material Change**

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

#### **5. Termination**

(1) This contract may be terminated:

- a) by the Insurer giving to the Insured fifteen days notice of termination by registered mail or five days written notice of termination personally delivered;
- b) by the Insured at any time on request;

(2) Where this contract is terminated by the Insurer:

- a) the Insurer shall refund the excess of premium actually paid by the Insured over pro rata premium for the expired time, but, in no event, shall the pro rata premium for the expired time be deemed to be less than any minimum retained premium specified; and
- b) the refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.

(3) Where this contract is terminated by the Insured, the Insurer shall refund as soon as practicable, the excess of premium actually paid by the Insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.

(4) The refund may be made by money, postal or express company money order or cheque payable at par.

(5) The fifteen days mentioned in clause (a) of sub-condition (1) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

#### **6. Requirements After Loss**

(1) Upon the occurrence of any loss of or damage to the insured property, the Insured shall, if the loss or damage is covered by the contract, in addition to observing the requirements of conditions 9, 10 and 11:

- a) forthwith give notice thereof in writing to the Insurer;
- b) deliver as soon as practicable to the Insurer a proof of loss verified by a statutory declaration,
  - (i) giving a complete inventory of the destroyed and damaged property and showing in detail quantities, costs, actual cash value and particulars of amount of loss claimed;
  - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the Insured knows or believes;
  - (iii) stating that the loss did not occur through any willful act or neglect or the procurement, means or connivance of the Insured;
  - (iv) showing the amount of other insurances and the names of other insurers;
  - (v) showing the interest of the Insured and of all others in the property with particulars of all liens, encumbrances and other charges upon the property;
  - (vi) showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract;

- (vii) showing the place where the property insured was at the time of loss;
  - c) if required, give a complete inventory of undamaged property and showing in detail quantities, cost, actual cash value;
  - d) if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other contract.
- (2) The evidence furnished under clauses (c) and (d) of sub-paragraph (1) of the condition shall not be considered proofs of loss within the meaning of conditions 12 and 13.

#### **7. Fraud**

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

#### **8. Who May Give Notice And Proof**

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

#### **9. Salvage**

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

#### **10. Entry, Control, Abandonment**

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

#### **11. Appraisal**

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

#### **12. When Loss Payable**

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

#### **13. Replacement**

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

#### **14. Action**

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

\*Two years in Yukon Territory.

#### **15. Notice**

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

### **PRIVACY PROMISE**

Intact Insurance and its affiliates in [the Intact Financial Corporation group of companies](#) are committed to protecting your privacy. We have created this Privacy Promise as a means to inform you of our privacy practices. This Privacy Promise outlines our responsibilities and your rights when it comes to the collection, use and disclosure of your personal information.

#### **Information we collect and how we collect it**

The information we collect depends on the insurance products you apply for and buy, the services you have access to and use, the payment method you use, and the way you communicate with us. We collect information in a number of ways:

##### **i) Information you give to us**

We collect personal information from you when you inquire about our insurance policies, request a quote, apply for insurance, make a payment, or open a claim under your insurance policy. This information includes personal information such as your name, contact information, marital status, driver's license, vehicle or property descriptions, loan or mortgage details, and payment or banking information.

##### **ii) Information we get from third parties**

We also collect information from a number of third parties as permitted by law. These include insurance agents and brokers, government bodies, consumer reporting agencies, insurance adjusters, home contractors, auto shops, and other third parties who can provide information about or services related to you or your insured vehicle or property. When we do so, we do it with your consent, or otherwise confirm the third party lawfully collected the information and can share it with us. This information includes personal information such as (but not limited to):

- Driving record and claims history
- Credit information
- Accident reports
- Witness statements
- Medical records

#### iii) Calls, online chats, and other communications

**We may record calls, online chats and other communications between us to ensure quality customer service, confirm our discussions and your instructions, resolve complaints, and train our staff. If you do not want your communications recorded, you can do business with us by visiting one of our offices, or by writing or emailing us.**

#### iv) Cookies, web beacons, and other technologies

**We may use cookies, web beacons and other technologies to identify you on our website, to gather information about how you use our website, and to enable our and third party web-based services. For information about the cookies, web beacons and other technologies we use, and how to disable these, visit our website [Terms of Use](#). However, if you disable these, you may not be able to successfully access parts of our website.**

#### v) Consenting for others

We may ask you for information about other persons covered by your insurance (for example, listed drivers). When you give us information about another person, we expect you to ask for their permission to do this and consent to this Privacy Promise on their behalf.

### Why we collect, use and disclose information

We collect, use and disclose personal information for a number of reasons including to:

- a) serve you better and communicate effectively with you;
- b) verify your identity and property;
- c) assess and underwrite insurance risks;
- d) determine prices, fees and premiums;
- e) investigate and adjust insurance claims;
- f) settle or arrange for the settlement of insurance claims, including structured settlements;
- g) promote and market products and services offered by us, our affiliates, or our strategic partners and alliances, which may include insurance companies, insurance brokers, agents, adjusters and other intermediaries;
- h) conduct market research;
- i) recognize and deliver relevant ads to you on our and third party websites and apps;
- j) verify and provide information to and compile statistics for insurance industry databases;
- k) report to regulatory or industry entities consistent with prudent and legally required insurance industry practices, including claims history;
- l) detect, prevent and suppress fraud, unauthorized, or illegal activities;
- m) comply with all applicable laws, including tax requirements;
- n) share your information with third party service providers for external processing such as data or payment processing;
- o) share your information among our affiliates for any of the above purposes.

### When we disclose information

When we disclose your personal information to third parties, we require them to protect and handle your personal information in a manner consistent with our privacy practices and all applicable laws. These third parties may at times process and store your information outside of Canada. If your personal information is processed or stored in a foreign country, it will be subject to that country's laws and may be disclosed in accordance with those laws.

#### i) Business transactions

If we enter talks about a merger, acquisition or asset sale with a third party, we may share your personal information with them as necessary to assess or complete the business transaction. If your information will be subject to new privacy practices as a result of a business transaction, we will give you notice of this.

### How to correct and access your information

You have the right to request correction of your personal information. You also have a right to access your personal information under our control, subject to any legal restrictions or rights of refusal. However, if you exercise this access right, we may charge you a reasonable fee for copying and sending the information from your file. If you want to access your file or have it corrected, please contact our [Privacy Office](#).

### How to withdraw your consent

You may withdraw your consent to the collection, use and disclosure of your personal information, subject to certain limitations. However, if you do so, we may not be able to continue to provide you with our insurance products and services, or our best rate on your insurance policy. You may also withdraw your consent to the collection, use and disclosure of your personal information for marketing practices. If you want to withdraw your consent, please contact our [Privacy Office](#).

## Questions or concerns? We want to hear about it.

For questions or concerns about this Privacy Promise, or our privacy practices, please contact our Privacy Office at:

### Privacy Office

Intact Insurance  
700 University Avenue, Suite 1500-A  
Toronto, Ontario M5G 0A1  
Phone: 1 (866) 941-5094 (toll free)  
Fax: 1 (416) 941-5322  
Email: [privacy@intact.net](mailto:privacy@intact.net)

If you have a concern we are not able to resolve, you have the right to contact your privacy regulator. Our Privacy Office will give you this contact information upon request.

## CODE OF CONSUMER RIGHTS AND RESPONSIBILITIES

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

### Right to Be Informed

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

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

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

### Responsibility to Ask Questions and Share Information

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

### Right to Complaint Resolution

Insurance companies, their brokers and agents are committed to high standards of customer service. If you have a complaint about the service you have received, you have a right to access your company's complaint resolution process. Your insurer, agent or broker can provide you with information about how you can ensure that your complaint is heard and promptly handled. Consumers may also contact the independent General Insurance OmbudService ([www.giocanada.org](http://www.giocanada.org)).

### Responsibility to Resolve Disputes

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

### Right to Professional Service

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

### Right to Privacy

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

The Insurance Bureau of Canada introduced The Code of Consumer Rights and Responsibilities which outlines basic consumer rights and responsibilities when purchasing home, car and business insurance. This code has been voluntarily adopted by Intact Insurance.