

**PEDAL POWER  
Insurance Policy**

TABLE OF CONTENTS

---

INSURING AGREEMENTS .....	2
SECTION A – THIRD PARTY LIABILITY .....	2
ADDITIONAL AGREEMENTS OF INSURER .....	2
AGREEMENTS OF INSURED .....	2
SECTION B - PERSONAL ACCIDENT:.....	2
SECTION B - PERSONAL ACCIDENT: BASIC & ENHANCED.....	3
SECTION B - SPECIAL CONDITIONS.....	6
SECTION C – LOSS OF OR DAMAGE TO INSURED BICYCLE .....	8
ALL PERILS .....	8
DEDUCTIBLE CLAUSE.....	8
EXCLUSIONS .....	8
ADDITIONAL AGREEMENTS OF INSURER .....	8
GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS.....	9
1. TERRITORY .....	9
2. BICYCLE DEFINED .....	9
3. BICYCLE CARRIER .....	9
4. TWO OR MORE BICYCLES .....	9
5. WAR AND TERRORISM EXCLUSION .....	9
6. NOTICE TO AUTHORITIES .....	9
8. EXCLUDED USES .....	10
SECTION D - ENDORSEMENTS.....	10
STATUTORY CONDITIONS.....	10
Material change in risk .....	10
Prohibited use by Insured .....	10
Prohibited use by others .....	10
Requirements if loss or damage to persons or property.....	11
Requirements if loss or damage to scheduled bicycle .....	11
Examination of Insured .....	11
Insurer liable for cash value of schedule bicycle .....	11
Repair or replacement.....	11
No abandonment; salvage.....	11
In case of disagreement .....	11
Time and manner of payment of insurance money.....	12
When action may be brought.....	12
Limitation of actions.....	12
Who may give notice and proofs of claim .....	12
Termination .....	12
Notice .....	12
Exceptions respecting statutory conditions.....	12

## **INSURING AGREEMENTS**

Whereas an application has been made by the Insured, now, therefore in consideration of the payment of the premium specified and of the statements contained in the application, and subject to the limits, terms, conditions, provisions, definitions and exclusions herein stated and subject always to the condition that the Insurer shall be liable only under the section(s) or subsection(s) of the following Insuring Agreements A, B, C and D or which a premium is specified in the policy declaration and no other.

### **SECTION A – THIRD PARTY LIABILITY**

The Insurer agrees to indemnify the Insured against the liability imposed by law upon the Insured for loss or damage arising from the ownership, use or operation of the bicycle and resulting from bodily injury to or death of any person or damage to property excluding while participation in a competitive event or practice unless the competitive events extension has been purchased and shown in the schedule of coverage

**The Insurer shall not be liable under this section,**

- a) for any liability imposed by any workmen's compensation law upon any person insured by this section; or
- b) for loss or damage resulting from bodily injury to or the death of any employee of any person insured by this section while engaged in the operation or repair of the bicycle; or
- c) for loss of or damage to property carried in or upon the bicycle or to any property owned or rented by, or in the care, custody or control of any person insured by this section; or
- d) for any amount in excess of the limit(s) stated in the application and expenditures provided for in the Additional Agreements of this section
- e) for occurrences happening in Canada or the United States of America or in any other territory within the jurisdiction of either such country, this policy does not apply to any liability in respect of:
  - a. injury, or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination; or
  - b. the cost of removing, nullifying or cleaning up seeping, polluting or contamination substances, or
  - c. fines, penalties, punitive or exemplary damages

**See also General Provisions, Definitions, Exclusions and Statutory Conditions of this Policy**

### **ADDITIONAL AGREEMENTS OF INSURER**

Where indemnity is provided by this section the Insurer shall,

- 1) upon receipt of notice of loss or damage caused to persons or property, serve any person insured by this Policy by such investigation thereof, or by such negotiations with the claimant, or by such settlement of any resulting claims, as may be deemed expedient by the Insurer; and
- 2) defend in the name and on behalf of any person insured by this Policy and at the cost of the Insurer any civil action which may at any time be brought against such person on account of such loss or damage to persons or property; and
- 3) pay all costs taxed against any person insured by this Policy in any civil action defended by the Insurer and any interest accruing after entry of judgment upon that part of the judgment which is within the limit(s) of the Insurer's liability; and
- 4) in case the injury be to a person, reimburse any person insured by this Policy for outlay for such medical aid as may be immediately necessary at the time of such injury; and

### **AGREEMENTS OF INSURED**

Where indemnity is provided by this section, every person insured by this Policy:

- a) by the acceptance of this Policy, constitutes and appoints the Insurer his irrevocable attorney to appear and defend in any province or territory of Canada in which action is brought against the Insured arising out of the ownership, use or operation of the bicycle;
- b) shall reimburse the Insurer, upon demand, in the amount which the Insurer has paid by reason of the provisions of any statute relating to insurance and which the Insurer would not otherwise be liable to pay under this Policy.
- c) the earned premium shall be charged at a rate of twelve and a half percent (12.5%) per month or portion thereof, but, in no event, shall the unearned premium for the expired time be deemed to be less than any minimum retained premium specified.

## **SECTION B – PERSONAL ACCIDENT**

Words in bold print in this Insurance have special meaning, as defined in the DEFINITIONS.

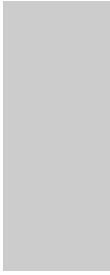


**IMPORTANT NOTICE - THIS INSURANCE DOES NOT PROVIDE SICKNESS INSURANCE.**

### **INSURING AGREEMENT**

We will pay you the Sum Insured for an identifiable physical injury which is caused solely by an accident directly arising from your use of a bicycle during the policy period. The total amount payable under this Insurance for one or more Accidents shall not exceed the largest single benefit as stated in the Schedule.

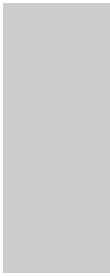


**BASIC PERSONAL ACCIDENT SCHEDULE**

SUM INSURED & LARGEST SINGLE BENEFIT CAD 25,000

1.	Death		100%
<b>Loss or Loss of Use of:</b>			
2.	both feet		100%
3.	the entire sight of both eyes		100%
4.	one hand and one foot		100%
5.	one hand and the entire sight of one eye		100%
6.	one foot and the entire sight of one eye		100%
7.	one arm		75%
8.	one leg		75%
9.	one hand		67%
10.	one foot		67%
11.	the entire sight of one eye		67%
12.	thumb and index finger		33%
<b>Loss of:</b>			
13.	speech and hearing in both ears		100%
14.	speech		67%
15.	hearing in both ears		67%
16.	hearing in one ear		17%
<b>Total Paralysis:</b>			
17.	both upper and lower limbs (quadriplegia)		100%
18.	both lower limbs (paraplegia)		100%
19.	both the upper and the lower limb of one side of the body (hemiplegia)		100%
20.	<b>Permanent Total Disability</b>		100%

**ENHANCED PERSONAL ACCIDENT SCHEDULE**

SUM INSURED & LARGEST SINGLE BENEFIT CAD 50,000

1.	Death		100%
<b>Loss or Loss of Use of:</b>			
2.	both feet		100%
3.	the entire sight of both eyes		100%
4.	one hand and one foot		100%
5.	one hand and the entire sight of one eye		100%
6.	one foot and the entire sight of one eye		100%
7.	one arm		75%
8.	one leg		75%
9.	one hand		67%
10.	one foot		67%
11.	the entire sight of one eye		67%
12.	thumb and index finger		33%
<b>Loss of:</b>			
13.	speech and hearing in both ears		100%
14.	speech		67%
15.	hearing in both ears		67%
16.	hearing in one ear		17%
<b>Total Paralysis:</b>			
17.	both upper and lower limbs (quadriplegia)		100%
18.	both lower limbs (paraplegia)		100%
19.	both the upper and the lower limb of one side of the body (hemiplegia)		100%
20.	<b>Permanent Total Disability</b>		100%

Under the Enhanced Personal Accident, we will pay you the amounts shown below, in addition to the Sum Insured, for any losses incurred while getting on to or alighting from or operating or riding, including whilst riding as a passenger, on an insured vehicle during the policy period.

## A. Fracture

If as a result of an **Accident**, you fracture any of the following bones, we will pay the amount specified below:

Complete fracture of the:

Skull, spine, pelvis	CAD 1,000
Arm, shoulder, leg, hip, jaw	CAD 750
Knee cap, ankle, collar bone, foot or hand	CAD 500
Toe, finger, rib, or other fracture not mentioned	CAD 250

## B. Weekly Accident Benefit

This benefit is applicable to you but only if you are aged under sixty-five (65) years and engaged in gainful employment.

If as a result of an **Accident** during the policy period you sustain **Bodily Injury** and are totally and continuously disabled and prevented from performing the substantial and material duties pertaining to your usual occupation, we will pay you the Weekly Accident Benefit as stated below for the period of disability whilst you are under the Regular Care and Attendance of a **Licensed Physician**. Weekly Accident Benefits commence on the eighth (8th) day of disability, not to exceed one hundred and four (104) consecutive weeks for personal use bikes or 52 weeks for Competition bikes as the result of any one **Accident**.

Weekly Accident Benefit: up to CAD 500 per week, not to exceed seventy-five percent (75%) of your pre-disability net Earnings.

The benefit payable will take into account any of the benefits payable under the following plans, but will not include any amounts payable on account of eligible dependents, if any:

- (a) the disability or retirement provisions of the Canada/Quebec Pension Plans;
- (b) the benefits payable in accordance with the Workers' Compensation or Occupational Disease Act or Law, or any other law which provides compensation for an occupational Injury;
- (c) the income benefits provided by or through any Government Plan of automobile insurance or similar legislation;
- (d) the amounts paid or payable under a group insured, private insured, or non-insured disability plan (including association group);
- (e) the Employment Insurance Act if the Employment Insurance benefit does not include the amounts paid or payable under this policy as earnings in determining the benefits payable under the Act.

Any subsequent changes to the amounts payable under any of the above stated benefits which are specifically designated as cost-of-living adjustments will neither reduce nor increase the amount of Weekly Accident Indemnity payable hereunder.

Special Definitions:

Regular Care and Attendance shall mean: observation and treatment to the extent necessary under existing standards of medical practice for the condition causing disability.

Earnings shall mean:

- (1) with respect to an Insured Person who is employed on a full-time basis, the weekly rate of wage or salary the Insured Person was receiving from his employer(s) as of the date of the Injury, exclusive of overtime pay or other remuneration;
- (2) with respect to an Insured Person who works on a seasonal basis, the weekly rate of earnings based on the total amount(s) of the Insured Person's earnings as reported on T-4(s) for the full taxation year immediately prior to the date of the Injury.
- (3) with respect to an Insured Person who is self-employed, the weekly rate of earnings based on the three (3) years average of the Insured Person's earnings received for duties performed (excluding other income which does not depend on the Insured Person's ability to engage in an occupation or employment) less any business expenses which are deductible for income tax purposes but before deduction of any personal income taxes for the full taxation year immediately prior to the date of the Injury.

## C. Accidental Dental Emergency

If you sustain injury to whole or sound teeth including filled or restored teeth and require dental treatment commencing within thirty (30) days of the date of **Accident** we will reimburse you, up to a maximum of two thousand five hundred dollars (CAD 2,500)

Special Provisions:

Treatment must be provided by a dentist;

Crowned or capped teeth shall be considered whole or sound teeth;

No benefit will be payable for costs incurred for the replacement, adjustment or repair of artificial teeth or dentures; any orthodontic treatment; or any dental treatment provided solely for cosmetic or aesthetic reasons.

This benefit applies secondary to your primary health insurance provider.

#### **D. Ambulance Expenses**

We will reimburse you up to a maximum of two thousand and five hundred dollars (CAD 2,500);

If you incur expenses following transportation by a licensed ground ambulance service or, when recommended by a **Licensed Physician**, any other conveyance licensed to carry passengers for hire to or from the nearest hospital which is equipped to provide the required treatment; and,

When medically necessary due to an injury you require transportation by regular flight (i.e. one-way economy airfare, stretcher and/or a medical attendant), or by air ambulance if you are unable to travel by regular flight, to the nearest appropriate medical facility or to a Canadian hospital. Prior approval by us is required for this benefit.

This benefit applies secondary to your primary health insurance provider.

#### **E. Medical Expense Reimbursement**

Provided it is deemed medically necessary we will reimburse you, up to a maximum of two thousand five hundred dollars (CAD 2,500), all reasonable and customary medical expenses incurred within twenty six (26) weeks of the date of **Accident** for the following:

The services of a legally qualified physiotherapist, chiropractor, osteopath or registered nurse when ordered by a **Licensed Physician**;

The purchase of hearing aids (but not including repair or replacement of same) - Prior approval by us is required for this benefit;

Crutches, splints, orthotic devices, trusses, medical braces, rental of wheelchair or hospital bed;

Prescription drugs;

Casts and cast materials.

This benefit applies secondary to your primary health insurance provider.

#### **F. Out-of-Province Medical Charges**

We will reimburse you, up to a maximum of two thousand and five hundred dollars (CAD 2,500), the following reasonable and customary expenses incurred by you as a result of **Bodily Injury** sustained outside of your province or territory of residence:

Out-patient emergency room charges;

Standard hospital ward charges;

The emergency treatment by a legally **Licensed Physician**, surgeon or licensed dentist;

Hospital expenses, x-rays and laboratory services as may be requested by a **Licensed Physician**.

This benefit applies secondary to your primary health insurance provider.

#### **G. Prosthetic Devices**

We will reimburse you for expenses incurred for artificial limbs, up to a maximum of one thousand and five hundred dollars (CAD 1,500) when prescribed by a **Licensed Physician** or surgeon due to a **Bodily Injury**. This benefit does not include repairs, adjustments or replacement of same.

This benefit applies secondary to your primary health insurance provider.

#### **H. Funeral Expense**

In the event that you sustain **Bodily Injury** which results in your death and Benefit 1 of the Schedule becomes payable in accordance with the terms of this insurance, we will pay the reasonable and customary expenses incurred at the time of death for the services and/or materials provided by a mortician, undertaker, crematorium or funeral home, related to the burial or cremation. Charges for the purchase of a burial plot, gravesite or mausoleum for the interment of the remains thereof, including any markers or monuments, not to exceed the amount of two thousand five hundred dollars (CAD 2,500)

This benefit applies secondary to your primary health insurance provider.

## SPECIAL CONDITIONS APPLICABLE TO SECTION B, PERSONAL ACCIDENT ACCIDENTAL DEATH AND DISABILITY

We will pay you the applicable benefit, as stated in the Schedule, if you suffer **Bodily Injury**.

We will pay you the benefit for a loss under Items 2 through 20 only if you survive for 30 days after the **Accident**.

### DEFINITIONS

1. '**BODILY INJURY**' means identifiable physical injury caused by an **Accident**. A physical injury is a **Bodily Injury** only if it results, directly and independently of all other causes, in death or disablement within 365 days of the date of the **Accident**.
2. '**ACCIDENT**' ('**ACCIDENTAL**') means a sudden and unexpected event which occurs at an identifiable time and place.

**Accident** shall also include:

- a) exposure to the elements or,
  - b) your disappearance and your body not being found within 365 days and there being sufficient evidence to lead us to the conclusion that you sustained **Bodily Injury** which caused your death. However, in the event of your subsequently being found to be alive, any sums which we have paid shall be refunded to us.
3. '**LOSS**' with reference to:
    - (i) hand or foot means the complete severance through or above the wrist or ankle joint, but below the elbow or knee joint;
    - (ii) arm or leg means the complete severance through or above the elbow or knee joint;
    - (iii) thumb means the complete loss of one entire phalanx of the thumb;
    - (iv) index finger means the complete loss of two entire phalanges of the index finger;
    - (v) eye means the irrecoverable loss of the entire sight thereof; and, in respect of 3. (i) - (v), shall also include **Loss of Use**;
    - (vi) speech means the complete and irrecoverable loss of the ability to utter intelligible sounds.
    - (vii) hearing means the complete and irrecoverable loss of hearing.
  4. '**LOSS OF USE**' means the total and irrecoverable loss of use provided the loss is continuous for 365 days and such loss of use is determined to be permanent at the end of such period.
  5. '**PERMANENT TOTAL DISABILITY**' means that you are totally disabled and cannot undertake all the material duties of any business or occupation for which you are reasonably fitted by training, education or experience for a continuous period of 365 days and, at the expiration of the 365 day period, it is reasonably certain that such disability is permanent.
  6. '**LICENSED PHYSICIAN**' means a legally qualified doctor of medicine (M.D.) who is not a member of your immediate family and who is licensed to practise medicine in the jurisdiction in which he or she is providing medical treatment or consultation.

### EXCLUSIONS

This Insurance does not cover death or disability in any way caused or contributed to by:

1. sickness or disease (except bacterial infection arising from **Bodily Injury**) or mental infirmity or emotional or psychological trauma;
2. war, whether declared or not, hostilities or any act of war or civil war;
3. radioactive contamination;
4. your taking part in Armed Forces service or operations;
5. your riding or driving in any kind of race or competitive event or practice unless the competitive events extension has been purchased and shown in the schedule of coverage
6. your engaging in flying of any kind other than as a passenger;
7. you are not wearing a CSA or ULA or SNELL approved helmet
8. your suicide, self-destruction, attempted suicide or self-destruction, or intentionally self-inflicted injury, while sane or insane;
9.
  - a) any drug taken, administered or injected, except on the advice of or as directed by a **Licensed Physician**;
  - b) any alcoholic beverage consumed by you to the level of intoxication;
  - c) any poison, chemical compound, gas or fumes voluntarily taken, administered, absorbed or inhaled;
10. your committing or attempting to commit a criminal act;

11. your voluntary exposure to unnecessary danger (except in an attempt to save human life);
12. Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.

## CONDITIONS

1. We will not be bound by an assignment either of this Insurance or of any claim under this Insurance unless we receive written assignment before we pay the benefits claimed. We will not be responsible for the validity of any assignment.
2. If, on the effective date of this Insurance, any provision conflicts with the laws of any Province which are applicable to this Insurance, that provision is amended to meet the minimum requirements of such laws.
3. We reserve the right not to make payment on a claim or to adjust the benefits or the premium if a false statement or omission in the application for this Insurance materially affected our decision to issue this Insurance for the premium and on the terms described in this Insurance.
4. We reserve the right not to make payment on a claim if, in the making of any claim hereunder, there shall be any fraud, mis-statement, concealment or criminal act by you.
5. All benefit payments under this Insurance will be paid within 120 days after we have received a final proof of claim.
6. All benefit payments under this Insurance will be made in Canada in Canadian currency.
  
7. (1) **THE INSURANCE CONTRACT:** The application form, the Policy/Certificate, any document attached to the Policy/Certificate when issued and any amendment to the Insurance contract agreed upon in writing after the Policy/Certificate is issued, constitute the entire Insurance contract, and no agent has authority to change the Insurance contract or waive any of its provisions.  
  
(2) **WAIVER:** We shall be deemed not to have waived any condition of this Insurance contract, either in whole or in part, unless the waiver is clearly expressed in writing signed by us.
8. **MATERIAL FACTS:** No statement made by you at the time of application for this Insurance contract shall be used in defence of a claim under or to avoid this Insurance contract unless it is contained in the application form or any other written statements or answers furnished as evidence of insurability.
9. **TERMINATION BY YOU:** You may terminate this Insurance contract at any time by giving written notice of termination to us by registered mail to our head office or chief agency in the Province, or by delivery thereof to our authorized agent in the Province, and we shall upon surrender of this Insurance contract refund the amount of premium paid in excess of the short rate premium calculated to the date of receipt of such notice according to the table in use by us at the time of termination.
10. (1) **NOTICE AND PROOF OF CLAIM:** You or a beneficiary entitled to make a claim, or the agent of either, shall:
  - a) give written notice of claim to us,
    - i) by delivery thereof, or by sending it by registered mail to your broker in the Province, or
    - ii) by delivery thereof to an authorized agent of ours in the Province, not later than thirty days from the date a claim arises under the Insurance contract on account of an **Accident** or disability.
  - b) within ninety days from the date a claim arises under the Insurance contract on account of an **Accident**, furnish to us such proof as is reasonably possible in the circumstances of the happening of the **Accident** and, the loss occasioned thereby, the right of the claimant to receive payment, his or her agent and agent of the beneficiary if relevant; and
  - c) if so required by us, furnish a satisfactory certificate as to the cause or nature of the **Accident** for which a claim may be made under the Insurance contract and as to the duration of such disability.  
(2) **FAILURE TO GIVE NOTICE OR PROOF:** Failure to give notice of claim or furnish proof of claim within the time prescribed by this Statutory Condition does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than 365 days from the date of the **Accident** or the date a claim arises under the Insurance contract on account of disability if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.
11. **WE SHALL FURNISH FORMS FOR PROOF OF CLAIM:** We shall furnish forms for proof of claim within thirty days after receiving notice of claim, but where the claimant has not received the forms within that time the claimant may submit his or her proof of claim in the form of a written statement of the cause or nature of the **Accident** giving rise to the claim and of the extent of the loss.
12. **RIGHTS OF EXAMINATION:** As a condition precedent to recovery of insurance moneys under this Insurance contract,
  - a) the claimant shall afford to us an opportunity to examine your person when and so often as we reasonably require while the claim hereunder is pending; and
  - b) in the case of your death we may require an autopsy subject to any law of the applicable jurisdiction relating to autopsies.

13. **LIMITATION OF ACTIONS:** An action or proceeding against us for the recovery of a claim under this Insurance contract shall not be commenced past the provincially or territorially applicable "limitation period" after the date the insurance money became payable or would have become payable if it had been a valid claim.

### **SECTION C – LOSS OF OR DAMAGE TO INSURED SCHEDULED BICYCLE(S)**

IN CONSIDERATION of the payment of the premium specified and of the statements contained in the application and subject to the limits, terms, conditions, provisions, definitions and exclusions herein stated and subject always to the condition that the Insurer shall be liable only under Insuring Agreement C for which a premium is specified in the application and no other, the Insurer agrees to indemnify the Insured against the sudden and unforeseen accidental loss or damage to the Bicycle specified on the Schedule

Subsection 1 – ALL PERILS – from all perils not otherwise excluded

#### **DEDUCTIBLE CLAUSE**

Each occurrence causing loss or damage covered under any subsection of Section C shall give rise to a separate claim in respect of which the Insurer's liability shall be limited to the amount of loss or damage in excess of the deductible amount, as stated in the applicable subsection of Section C of the policy declaration page.

**In the event of theft of the entire bike the policy deductible will DOUBLE if the scheduled bicycle is not locked to an immovable object or contained within a locked compartment or building at the time of the theft.**

#### **EXCLUSIONS**

**The Insurer shall not be liable,**

- 1) under Section C for loss or damage
  - a) to tires or consisting of or caused by mechanical fracture or breakdown of any part of the bicycle or by rusting, corrosion, wear and tear, freezing, or explosion within the combustion chamber, unless the loss or damage is coincident with other loss or damage covered by such subsection or is caused by fire, theft or malicious mischief covered by such subsection; or
  - b) caused by the conversion, embezzlement, theft or secretion by any person in lawful possession of the bicycle under a mortgage, conditional sale, lease or other similar written agreement; or
  - c) caused by the voluntary parting with title or ownership, whether or not induced to do so by any fraudulent scheme, trick, device or false pretence; or
  - d) caused directly or indirectly by contamination by radioactive material;
  - e) caused by theft which cannot be substantiated by a Police Report
  - f) to any bicycle not specified on the schedule

**See also General Provisions, Definitions, Exclusions and Statutory Conditions of this Policy**

#### **ADDITIONAL AGREEMENTS OF INSURER**

- 1) Where loss or damage arises from a peril for which a premium is specified under a subsection of this section, the Insurer further agrees:
  - a) to pay general average, salvage and fire department charges and customs duties of Canada or of the United States of America for which the Insured is legally liable;
  - b) to waive subrogation against every person who, with the Insured's consent, has care, custody or control of the bicycle, provided always that this waiver shall not apply to any person
    - (1) having such care, custody or control in the course of the business of selling, repairing, maintaining, servicing, storing or parking bicycles, or
    - (2) who has committed a breach of any condition of this policy

#### **GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS**

##### **1. OTHER INSURANCE**

If at the time of a claim covered under Section A of this certificate of insurance, the Insured has other insurance or guarantee which provides coverage, this coverage shall be deemed excess over any other valid and collectable insurance whether primary, excess, contingent or on any other basis. The Insurer retains the right to seek subrogation, contribution and indemnification from any other valid and collectable insurance available to the Insured.

##### **2. TERRITORY**



This policy applies only while the bicycle is being operated, used, stored or parked within Canada, the Continental United States of America or upon a vessel plying between ports of those countries.

### 3. BICYCLE DEFINED

In this Policy except where stated to the contrary the words "bicycle" means any cycle powered by human pedaling including any fixed Accessories or removable parts when stolen or damaged at the same time as the Bicycle, which is specified on the Schedule. Accessories means equipment added and fixed to the Bicycle in addition to the manufacturer's original specifications as specified on the Schedule; and not otherwise specifically excluded, and the Value included in the Sum Insured

### 4. BICYCLE CARRIER AND RIDING GEAR

"Bicycle Carrier" means a unit for temporary attachment to a bicycle designed for and used exclusively to transport the bicycle(s) that are insured by this policy.

This Policy is extended to insure loss or damage to the bicycle carrier. We agree to indemnify you against direct and accidental loss of or damage to the bicycle carrier, subject to a maximum amount that is equivalent to the lesser of the actual cash value at the time of the loss occurs subject to a maximum limit of five hundred dollars (\$500.00) provided said loss or damage results from an insured peril. The deductible amount shown on the Summary of Coverage page also applies.

This policy shall provide additional coverage on the same basis on riding gear if loss is a result of physical damage claim to insured bicycle, subject to the actual cash value to a limit of \$ 500

5. **LOSS OF USE** If your bike is stolen or damaged from an insurable peril we will provide coverage of \$25 per day up to \$125 total for a temporary rental if required. If your bike has been insured as a "competition bike" we will pay up to \$50 per day up to \$250 total towards the rental of a temporary substitute for use during an organized cycling event, trip or race

6. **Competition Event Fee Return.** If your bike is stolen or damaged from an insurable peril we will provide coverage of \$200 towards future non-refundable event fees incurred during an organized cycling event, trip or race.

### 7. TWO OR MORE BICYCLE(S)

- a) When two or more bicycles are described hereunder
  - i. with respect to the use or operation of such described bicycles, each bicycle shall be deemed to be insured under a separate policy;
  - ii. with respect to the use or operation of a bicycle not owned by the Insured, the limit of the Insurer's liability shall not exceed the highest limit applicable to any one described bicycle;
- b) When the Insured owns two or more bicycles which are insured as described bicycles under two or more bicycle insurance policies, the limit of the Insurer under this Policy with respect to the use or operation of an bicycle not owned by the Insured shall not exceed the proportion that the highest limit applicable to any one bicycle described in this Policy bears to the sum of the highest limits applicable under each policy and in no event shall exceed such proportion of the highest limit applicable to any one bicycle under any policy;
- c) A bicycle and one or more bicycle carriers thereto shall be held to be one bicycle with respect to the limit(s) of liability under Section A and separate bicycles with respect to the limit(s) of liability, including deductible provisions, under Section C.

### 8. WAR & TERRORISM EXCLUSION

- a) This policy does not cover any accident or injury arising out of or in connection with any act of terrorism or war regardless of any other cause or event contributing concurrently or in any other sequence to the liability, loss, damage, cost or expense.
- b) This policy also excludes from coverage all liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, arising out of or in connection with any action taken in controlling, preventing, suppressing or retaliating against or responding to an act of terrorism and/or war as defined below.
- c) For the purpose of this policy an act of war or terrorism means:
  - i. any civil war, rebellion, revolution, insurrection, civil commotion, invasion, acts of foreign enemies, the release of bio-chemical weapons,
  - ii. hostilities or warlike operations (whether war is declared or not) by any government or sovereign,
  - iii. the use of force or violence or the threat thereof by military personnel or other agents,
  - iv. the commission or threat to commit a dangerous act, of any person or group(s) or government(s), committed for political, religious, ideological, social, economic or similar purposes including the intention to intimidate, coerce or overthrow a government (whether defacto or de jure) or to influence, affect or protest against any government and/or to put the civilian population, or any section of the civilian population, in fear.

### 9. NOTICE TO AUTHORITIES

Where the loss is due to malicious acts, burglary, robbery, theft, or attempt thereof, or is suspected to be so due, the Insured shall give immediate notice thereof to the police or other authorities having jurisdiction.

### 10. EXCLUDED USES

Unless coverage is expressly given by an endorsement of this Policy, the Insurer shall not be liable under this Policy while:

- a) the bicycle is rented or leased to another;
- b) the bicycle is used to carry explosives, or to carry radioactive material for research, education, development or industrial purposes, or for purposes incidental thereto;
- c) the bicycle is used as a delivery vehicle, public omnibus, livery, jitney or sightseeing conveyance
- d) in any wheel to wheel or track to track competition or practice unless the competitive events extension has been purchased and shown in the schedule of coverage
- e) the operator is not wearing a CSA or ULA or SNELL approved helmet

11. **REPLACEMENT VALUE**- means the full replacement cost of the scheduled Bicycle and any fixed Accessories (including any sales tax) as shown on the bill of sale at the Commencement of the Period of Insurance. The value will be the lesser of the value of the original purchase price or the cost of replacing, repairing, constructing or reconstructing whichever is the least with new property of like kind and quality without deduction for depreciation. Replacement is available for 2 years after the purchase date new. We allow 3% annual inflation pro rata to the date of loss during this 2 year period.
12. **DEPRECIATION**- means for any scheduled Bicycle not insured for Replacement Value or that may be over two years old, the valuation at time of loss will be determined given consideration to age, usage, wear and tear and obsolesce. The age of any scheduled Bicycle will be determined by the date of original purchase of the frame
13. **ACTUAL CASH VALUE** – means the fair or reasonable cash price value the bicycle would bring in a fair market allowing for depreciation.

#### SECTION D: ENDORSEMENTS

##### 1. **Competitive Event Extension:**

When the competitive events extension has been purchased and shown in the schedule of coverage, it is hereby understood and agreed that Section A, Insuring Agreements is extended to cover while participating in competition events, Section B, Exclusion 5 and Section C, Exclusion 8 d) are hereby deleted.

#### STATUTORY CONDITIONS

In these statutory conditions, unless the context otherwise requires, the word "Insured" means a person insured by this contract whether named or not and the word "bicycle" means bicycle as defined in this contract.

##### **Material change in risk**

1. (1) The Insured named in this contract must promptly notify the Insurer or its local agent in writing of any change in the risk material to the contract and within the Insured's knowledge.
- (2) Without restricting the generality of the foregoing, the words "change in the risk material to the contract" include
  - a) any change in the insurable interest of the Insured named in this contract in the bicycle by sale, assignment, or otherwise, except through change of title by succession, death, or proceedings under the *Bankruptcy Act* (Canada), and in respect of insurance against loss of or damage to the bicycle,
  - (b) any mortgage, lien, or encumbrance affecting the bicycle after the application for this contract,
  - (c) any other insurance of the same interest, whether valid or not, covering Section A Third Party Liability.

##### **Prohibited use by Insured**

2. (1) The Insured must not drive or operate the bicycle
  - (a) while under the influence of intoxicating liquor or drugs to such an extent as to be for the time being incapable of the proper control of the bicycle,
  - (b) unless he or she is for the time being either authorized by law or qualified to drive or operate the bicycle,
  - (c) while he or she is under the age of 16 years or under such other age as is prescribed by the law of the province in which he or she resides at the time this contract is made as being the minimum age at which a licence or permit to drive an bicycle may be issued to him or her,
  - (d) for any illicit or prohibited trade or transportation, or
  - (e) in any race or speed test.

##### **Prohibited use by others**

- (2) The Insured must not permit, suffer, allow, or connive at the use of the bicycle
  - (a) by any person under the influence of intoxicating liquor or drugs to such an extent as to be for the time being incapable of proper control of the bicycle
  - (b) by any person,

- (i) unless that person is for the time being either authorized by law or qualified to drive or operate the bicycle, or
- (ii) while that person is under the age of 16 years or under such other age as is prescribed by the law of the province in which he or she resides at the time this contract is made as being the minimum age at which a licence or permit to drive an bicycle may be issued to him or her,
- (c) for any illicit or prohibited trade or transportation, or
- (c) in any race or speed test.

**Requirements if loss or damage to persons or property**

3. (1) The Insured must
  - (a) promptly give to the Insurer written notice, with all available particulars, of any accident involving loss or damage to persons or property and of any claim made on account of the accident,
  - (b) verify by statutory declaration, if required by the Insurer, that the claim arose out of the use or operation of the bicycle and that the person operating or responsible for the operation of the bicycle at the time of the accident is a person insured under this contract, and
  - (c) forward immediately to the Insurer every letter, document, advice, or writ received by the Insured from or on behalf of the claimant.
- (2) The Insured must not
  - (a) voluntarily assume any liability or settle any claim except at the Insured's own cost, or
  - (b) interfere in any negotiations for settlement or in any legal proceeding.
  - (c) The Insured must, whenever requested by the Insurer, aid in securing information and evidence and the attendance of any witness and must co-operate with the Insurer, except in a pecuniary way, in the defence of any action or proceeding or in the prosecution of any appeal.

**Requirements if loss or damage to bicycle**

4. (1) If loss of or damage to the bicycle occurs, the Insured must, if the loss or damage is covered by this contract,
  - (a) promptly give notice of it in writing to the Insurer with the fullest information obtainable at the time,
  - (b) when the loss is due to malicious acts, burglary, robbery, theft or attempt thereat, or is suspected to be so due, the Insured shall give immediate notice thereof to the police or other authorities having jurisdiction
  - (c) at the expense of the Insurer, and as far as reasonably possible, protect the bicycle from further loss or damage, and
  - (d) deliver to the Insurer within 90 days after the date of the loss or damage a statutory declaration stating, to the best of the Insured's knowledge and belief, the place, time, cause, and amount of the loss or damage, the interest of the Insured and of all others in it, the encumbrances on it, and that the loss or damage did not occur through any wilful act or neglect, procurement, means, or connivance of the Insured.
- (2) Any further loss or damage accruing to the bicycle directly or indirectly from a failure to protect it as required under sub condition (a) of this condition is not recoverable under this contract.
- (3) Repairs, other than those that are immediately necessary for the protection of the bicycle from further loss or damage, must not be undertaken and physical evidence of the loss or damage must not be removed
  - (a) without the written consent of the Insurer, or
  - (b) until the Insurer has had a reasonable time to make the examination for which provision is made in statutory condition 5.

**Examination of Insured**

- (4) The Insured must submit to examination under oath, and must produce for examination at such reasonable place and time as is designated by the Insurer or its representative, all documents in the Insured's possession or control that relate to the matters in question, and the Insured must permit extracts and copies of them to be made.

**Insurer liable for cash value of scheduled bicycle(s)**

- (5) The Insurer is not liable for more than the actual cash value of the bicycle at the time any loss or damage occurs, and the loss or damage must be ascertained or estimated according to that actual cash value with proper deduction for depreciation, however caused, and must not exceed the amount that it would cost to repair or replace the bicycle, or any part of it, with material of like kind and quality, but, if any part of the bicycle is obsolete and out of stock, the liability of the Insurer in respect of it is limited to the value of that part at the time of loss or damage, not exceeding the maker's latest list price.

**Repair or replacement**

- (6) Unless an appraisal has been made, the Insurer, instead of making payment, may, within a reasonable time, repair, rebuild, or replace the property damaged or lost with other of like kind and quality if, within 7 days after the receipt of the proof of loss, it gives written notice of its intention to do so.

**No abandonment; salvage**

- (7) There must be no abandonment of the bicycle to the Insurer without the Insurer's consent. If the Insurer exercises the option to replace the bicycle or pays the actual cash value of the bicycle, the salvage, if any, vests in the Insurer.

**In case of disagreement**

- (8) In the event of disagreement as to the nature and extent of the repairs and replacements required, or as to their adequacy, if effected, or as to the amount payable in respect of any loss or damage, those questions must be determined by appraisal as provided under the Insurance Act before there can be recovery under this contract, whether the right to recover on the contract is disputed or not, and independently of all other questions. There is no right to an appraisal until a specific demand for it is made in writing and until after proof of loss has been delivered.

### **Inspection of bicycle**

5. The Insured must permit the Insurer at all reasonable times to inspect the off road bicycle and its equipment.

### **Time and manner of payment of insurance money**

6. (1) The Insurer must pay the insurance money for which it is liable under this contract within 60 days after the proof of loss has been received by it or, if an appraisal is made under sub condition (8) of statutory condition 4, within 15 days after the award is rendered by the appraisers.

### **When action may be brought**

- (2) The Insured must not bring an action to recover the amount of a claim under this contract unless the requirements of statutory conditions 3 and 4 are complied with or until the amount of the loss has been ascertained as provided under those conditions or by a judgment against the Insured after trial of the issue or by agreement between the parties with the written consent of the Insurer.

### **Limitation of actions**

- (3) Every action or proceeding against the Insurer under this contract in respect of loss or damage to the bicycle must be commenced within one year next after the happening of the loss and not afterwards, and in respect of loss or damage to persons or property must be commenced within one year next after the cause of action arose and not afterwards.

### **Who may give notice and proofs of claim**

7. Notice of claim may be given and proofs of claim may be made by the agent of the Insured named in this contract in case of absence or inability of the Insured to give the notice or make the proof, such 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.

### **Termination**

8. (1) This contract may be terminated
  - (a) by the Insurer giving to the Insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
  - (b) by the Insured at any time on request.
- (2) If this contract is terminated by the Insurer,
  - (a) the Insurer must refund the excess of premium actually paid by the Insured over the proportionate premium for the expired time, but in no event must the proportionate premium for the expired time be deemed to be less than any minimum retained premium specified, and
  - (b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to the amount, in which case the refund must be made as soon as practicable.
- (3) If this 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, but in no event must 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 15 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.

### **Notice**

9. 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 Canada. Written notice may be given to the Insured named in this contract by letter personally delivered to the Insured or by registered mail addressed to the Insured at the Insured's latest post office address as notified to the Insurer. In this condition, the expression "registered" means registered in or outside Canada.

### **Exceptions respecting statutory conditions**

- 1) Except as otherwise provided in the contract, the statutory conditions set out do not apply to insurance coming within Section B, Personal Accident, either Basic or Enhanced
- 2) If a contract does not insure against liability for loss or damage to persons and property within Section A, Third Party Liability, statutory condition 3 is not a part of the policy and may be omitted from the printing of the conditions in the policy.
- 3) If a contract does not insure against loss of or damage to the bicycle within Section C Loss of or Damage to Insured Bicycle, statutory condition 4 is not a part of the policy and may be omitted from the printing of the conditions in the policy.

## **LIMIT OF LIABILITY OR AMOUNT OF INSURANCE:**

The insurance contract consists of this Declarations page as well as all coverage wordings, riders, or endorsements that are attached hereto.

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE.**

**NOTICE CONCERNING PERSONAL INFORMATION**

**By purchasing insurance from certain Underwriters at Lloyd's, London ("Lloyd's"), a customer provides Lloyd's with his or her consent to**

**IDENTIFICATION OF INSURER / ACTION AGAINST INSURER**

This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. **BA1501387** (hereinafter referred to as "the Underwriters"). The Underwriters shall be liable hereunder each for his own part and not one for another in proportion to the several sums that each of them has subscribed to the said Agreement.

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters, whose address for such service is 1155 rue Metcalfe, Suite 2220, Montreal, Quebec H3B 2V6.

**NOTICE**

Any notice to the Underwriters may be validly given to the Coverholder.

**In witness whereof** this policy has been signed as authorized by the Underwriters, by **Oasis Outdoor Adventure & Sport Insurance Solutions Inc..**



Per .....

**the collection, use and disclosure of personal information, including that previously collected, for the following purposes:**

- the communication with Lloyd's policyholders
- the underwriting of policies
- the evaluation of claims
- the detection and prevention of fraud
- the analysis of business results
- purposes required or authorized by law

For the purposes identified, personal information may be disclosed to Lloyd's related or affiliated organizations or companies, their agents/mandataries, and to certain non-related or unaffiliated organizations or companies.

Further information about Lloyd's personal information protection policy may be obtained from the customer's broker or by contacting Lloyd's on 514 861 8361 or through [info@lloyds.ca](mailto:info@lloyds.ca)

The Insured is requested to read this policy, and if incorrect, return it immediately for alteration. In the event of an occurrence likely to result in a claim under this insurance, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to this Coverholder.

### **Sanction Limitation and Exclusion Clause**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

LMA3100

### **SERVICE OF SUIT CLAUSE (CANADA)**

#### **(Action against Insurer)**

In any action to enforce the obligations of the Underwriters they can be designated or named as “Lloyd’s Underwriters” and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd’s Underwriters, whose address for such service is 1155, rue Metcalfe, Suite 2220, Montreal, Quebec, H3B 2V6.

LMA5028

### **CANADIAN AUTOMOBILE INSURANCE SPECIFIC CONDITIONS ENDORSEMENT**

(for use in conjunction with LMA3115 Canadian Binding Authority Agreement  
and applies to all Canadian Automobile insurance business)

Attaching to and forming part of **Agreement Number: B0429BA1501387**

- a. The Coverholder shall set premiums only in accordance with the rates, terms and conditions that the Regulator(s) have approved for use by the Underwriters and as contained in the respective Lloyd’s Automobile Rules and Rate Manuals;
- b. With respect to any insurance or proposed insurance, the Coverholder shall ensure that it complies with any underwriting practices that the Underwriters are required to adhere to by the Regulator(s) in respect of:-
  - b.1 Forms of application, policy, endorsement or renewal or continuation certificate;
  - b.2 Grounds for declining to issue an insurance, refusing to renew an insurance, terminating an insurance, or refusing to provide or continue any coverage or endorsement in respect of an insurance;
  - b.3 Notice periods for non-renewal of an insurance or change of its terms;
  - b.4 Payments, or procedures for payment, of any claim or benefit under an insurance;
  - b.5 Procedures for dispute resolution;
- c. The Coverholder shall adhere to any applicable Requirements regarding the transfer of any insurance to any provincial Risk Sharing Plan or Plan de Répartition des Risques.

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### **SEVERAL LIABILITY NOTICE**

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

LSW 1001

## **LLOYD'S PRIVACY POLICY STATEMENT**

### **UNDERWRITERS AT LLOYD'S, LONDON**

The Certain Underwriters at Lloyd's, London want you to know how we protect the confidentiality of your non-public personal information. We want you to know how and why we use and disclose the information that we have about you. The following describes our policies and practices for securing the privacy of our current and former customers.

### **INFORMATION WE COLLECT**

The non-public personal information that we collect about you includes, but is not limited to:

- Information contained in applications or other forms that you submit to us, such as name, address, and social security number
- Information about your transactions with our affiliates or other third-parties, such as balances and payment history
- Information we receive from a consumer-reporting agency, such as credit-worthiness or credit history

### **INFORMATION WE DISCLOSE**

We disclose the information that we have when it is necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so.

### **CONFIDENTIALITY AND SECURITY**

Only our employees and others who need the information to service your account have access to your personal information. We have measures in place to secure our paper files and computer systems.

### **RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION**

**You have a right to request access to or correction of your personal information that is in our possession.**

### **CONTACTING US**

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please contact the agent or broker who handled this insurance. We can provide a more detailed statement of our privacy practices upon request.

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## **NOTICE CONCERNING PERSONAL INFORMATION**

### **How we use your information**

By purchasing insurance from certain Underwriters at Lloyd's, London ("Lloyd's"), a customer provides Lloyd's with his or her consent to the collection, use and disclosure of personal information, including that previously collected, for the following purposes:

- the communication with Lloyd's policyholders
- the underwriting of policies
- the evaluation of claims
- the detection and prevention of fraud
- the analysis of business results
- purposes required or authorised by law

**What personal information we collect about you**

We collect, process and store the following personal information about you:

- Name
- Address including postcode and country
- Policy number
- Claim number
- Credit card details
- Bank account details

We also collect information about you when you visit [www.loyds.com](http://www.loyds.com). Further details can be found on our online Privacy & Cookies policy at <http://www.loyds.com/common/privacy-and-cookies-statement>.

We will not use your personal information for marketing purposes and we will not sell your personal information to anybody.

**Who we disclose your information to**


For the purposes identified, personal information may be disclosed to Lloyd’s related or affiliated organisations or companies, their agents/mandataires, and to certain non-related or unaffiliated organisations or companies, including service providers. These entities may be located outside Canada therefore a customer’s information may be processed in a foreign jurisdiction (the United Kingdom and the European Union) and their information may be accessible to law enforcement and national security authorities of that jurisdiction.

**How to access your information and/or contact us**

To access and request correction or deletion of your information or to obtain written information about Lloyd’s policies and practices in respect of service providers located outside Canada, please contact the Ombudsman at [info@loyds.ca](mailto:info@loyds.ca) who will also answer customer’s questions about the collection, use, disclosure or storage of their personal information by such Lloyd’s service providers.

Further information about Lloyd’s personal information protection policy may be obtained from the customer’s broker or by contacting Lloyd’s on: 514 861 8361, 1 877 455 6937, or through [info@loyds.ca](mailto:info@loyds.ca).

07/15  
LSW1543B

	<p><b>IDENTIFICATION OF INSURER / ACTION AGAINST INSURER</b>  Lloyd’s Approved Coverholder <b>as evidence under contract B0429BA1501387:</b>  <b>Oasis Outdoor Adventure &amp; Sport Insurance Solutions Inc</b></p>
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Where LLOYD’S UNDERWRITERS are subscribing insurers to the Policy, the following applies to them:

**IDENTIFICATION OF INSURER / ACTION AGAINST INSURER**

This insurance has been entered into in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to the Agreement shown in the List of Subscribing Companies (hereinafter referred to as “the Underwriters”). The Underwriters shall be liable hereunder each for his own part and not one for another in proportion to the several sums that each of them has subscribed to the said Agreement.

In any action to enforce the obligations of the Underwriters they can be designated or named as “Lloyd’s Underwriters” and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd’s Underwriters, whose address for such service is 1155, rue Metcalfe, Suite 2220, Montreal, Quebec H3B 2V6.

**NOTICE**

Any notice to the Underwriters may be validly given to the Coverholder.

07/05  
LSW1550

**LLOYD’S UNDERWRITERS’ POLICYHOLDERS’ COMPLAINT PROTOCOL**

Lloyd’s strives to enhance your customer experience with us through superior service and innovative insurance products.



We have developed a formal complaint handling protocol in accordance with the Insurance Companies Act of Canada to ensure your concerns as our valued customer are addressed expeditiously by our representatives. This protocol will assist you in understanding the steps we will undertake to help resolve any dispute which may arise with our product or service. All complaints will be handled in a professional manner. All complaints will be investigated, acted upon, and responded to in writing or by telephone by a Lloyd's representative promptly after the receipt of the complaint. If you are not satisfied with our products or services, you can take the following steps to address the issue:

- Firstly, please contact the broker who arranged the insurance on your behalf about your concerns so that he or she may have the opportunity to help resolve the situation.
- If your broker is unable to help resolve your concerns, we ask that you provide us in writing an outline of your complaint along with the name of your broker and your policy number.

Please forward your complaint to:

**Lloyd's Underwriters**

Attention: Complaints Officer:

1155 rue Metcalfe, Suite 2220, Montréal (Québec) H3B 2V6

Tel: 1-877-455-6937 - Fax: (514) 861-0470

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

Your complaint will be directed to the appropriate business contact for handling. They will write to you within two business days to acknowledge receipt of your complaint and to let you know when you can expect a full response. If need be, we will also engage internal staff in Lloyd's Policyholder and Market Assistance Department in London, England, who will respond directly to you, and in the last stages, they will issue a final letter of position on your complaint.

In the event that your concerns are still not addressed to your satisfaction, you have the right to continue your pursuit to have your complaint reviewed by the following organizations:

**General Insurance OmbudService (GIO):** assists in the resolution of conflicts between insurance customers and their insurance companies.

The GIO can be reached at:

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec clients:**

**Autorité des marchés financiers (AMF):** The regulation of insurance companies in Quebec is administered by the AMF. If you remain dissatisfied with the manner in which your complaint has been handled, or with the results of the complaint protocol, you may send your complaint to the AMF who will study your file and who may recommend mediation, if it deems this action appropriate and if both parties agree to it. The AMF can be reached at

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If you have a complaint specifically about Lloyd's Underwriters' complaints handling procedures you may contact the FCAC.

**Financial Consumer Agency of Canada (FCAC)** provides consumers with accurate and objective information about financial products and services, and informs Canadians of their rights and responsibilities when dealing with financial institutions. FCAC also ensures compliance with the federal consumer protection laws that apply to banks and federally incorporated trust, loan and insurance companies. The FCAC does not get involved in individual disputes. The FCAC can be reached at:

427 Laurier Avenue West, 6th Floor, Ottawa ON K1R 1B9

Services in English: 1-866-461-FCAC (3222)

Services in French: 1-866-461-ACFC (2232)

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

09/14

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## Code of Consumer Rights and Responsibilities

Insurers (including Lloyd's Underwriters), along with the brokers and agents who sell home, auto and business insurance are committed to safeguarding your rights both 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 within a reasonable prescribed period prior to the expiration of the policy, if the customer provides information required for determining renewal terms of the policy within the time prescribed, which could vary by province, but is usually 45 days prior to expiry 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.

You have a right to be told about insurers' compensation arrangements with their distribution networks. You have a right to ask the broker or agent with whom you deal for details of how and by whom it is being paid. 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 one-on-one meetings with your broker or agent. 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 broker or agent of any change in your circumstances.

**Right to Complaint Resolution**

Insurers, 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 Lloyd's Underwriters' complaint resolution process for Canada. Your 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 their respective provincial insurance regulator for information. Lloyd's is a member of an independent complaint resolution office, the General Insurance OmbudService.

**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 Lloyd's Underwriters are subject to Canada's privacy laws - with respect to their business in Canada.

LSW1565C

**WAR AND CIVIL WAR EXCLUSION CLAUSE**

(Approved by Lloyd's Underwriters' Non-Marine Association)

Notwithstanding anything to the contrary contained herein this Policy does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

NMA464

## CANCELLATION CLAUSE

NOTWITHSTANDING anything contained in this Insurance to the contrary this Insurance may be cancelled by the Assured at any time by written notice or by surrendering of this Contract of Insurance. This Insurance may also be cancelled by or on behalf of the Underwriters by delivering to the Assured or by mailing to the Assured, by registered, certified or other first class mail, at the Assured's address as shown in this Insurance, written notice stating when, not less than 45 days thereafter, the cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and this Insurance shall terminate at the date and hour specified in such notice.

If this Insurance shall be cancelled by the Assured the Underwriters shall retain the customary short rate proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriters shall receive the Earned Premium hereon or the customary short rate proportion of any Minimum Premium stipulated herein whichever is the greater.

If this Insurance shall be cancelled by or on behalf of the Underwriters the Underwriters shall retain the pro rata proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriters shall receive the Earned Premium hereon or the pro rata proportion of any Minimum Premium stipulated herein whichever is the greater.

Payment or tender of any Unearned Premium by the Underwriters shall not be a condition precedent to the effectiveness of Cancellation but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

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NMA1331

## NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD)-CANADA

(For use with all Public Liability Policies except Personal, Farmers' and Storekeepers')

It is agreed that this Policy does not apply:

- (a) to liability imposed by or arising from any nuclear liability act, law or statute, or any law amendatory thereof; nor
- (b) to bodily injury or property damage with respect to which an Insured under this policy is also insured under a contract of nuclear energy liability insurance (whether the Insured is unnamed in such contract and whether or not it is legally enforceable by the Insured) issued by the Nuclear Insurance Association of Canada or any other insurer or group or pool of insurers or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; nor
- (c) to bodily injury or property damage resulting directly or indirectly from the nuclear energy hazard arising from:
  - (i) the ownership, maintenance, operation or use of a nuclear facility by or on behalf of an Insured;
  - (ii) the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility; and
  - (iii) the possession, consumption, use, handling, disposal or transportation of fissionable substances, or of other radioactive material (except radioactive isotopes, away from a nuclear facility, which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by an Insured.

As used in this policy:

1. The term "nuclear energy hazard" means the radioactive, toxic, explosive, or other hazardous properties of radioactive material;
2. The term "radioactive material" means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances which may be designated by or pursuant to any law, act or statute, or law amendatory thereof as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy;
3. The term "nuclear facility" means:

- (a) any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
- (b) any equipment or device designed or used for (i) separating the isotopes of plutonium, thorium and uranium or any one or more of them, (ii) processing or utilising spent fuel, or (iii) handling, processing or packaging waste;
- (c) any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste radioactive material;

and includes the site on which any of the foregoing is located, together with all operations conducted thereon and all premises used for such operations.

4. The term “fissionable substance” means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.

5. With respect to property, loss of use of such property shall be deemed to be property damage.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this Clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

NMA1978a

#### **BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION**

It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

NMA2962