

**PEDAL POWER  
Insurance Policy**

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## 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.

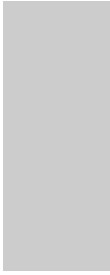


**IMPORTANT NOTICE - THIS INSURANCE DOES NOT PROVIDE SICKNESS INSURANCE.**

### 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.

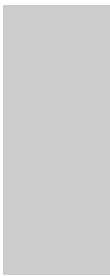


**BASIC PERSONAL ACCIDENT SCHEDULE**

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 3 (three) years after the purchase date new. We allow 3% annual inflation pro rata to the date of loss during this 3 year period.
12. **DEPRECIATION**- means for any scheduled Bicycle not insured for Replacement Value or that may be over three 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.**

**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. **B0429BA1901387**. (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.....

**FINANCIAL CRIME ENDORSEMENT**

(For attachment to LMA3113, LMA3114 & LMA3115, or Multi Year variants thereof)

By this endorsement the Binding Authority Agreement is amended as follows -

1. **By replacing existing SECTION 34 with the following:**

**SECTION 34**

**COMPLIANCE WITH THE LAW AND FINANCIAL CRIME**

- 34.1 Without prejudice to any of the rights or obligations otherwise specified in the Agreement, the Coverholder shall comply with all applicable laws for the legal and proper solicitation and handling of all insurances bound or intended to be bound, and shall use its best endeavours to ensure that any other parties with whom it deals in carrying out its duties under the Agreement comply with such laws where applicable;
- 34.2 The Coverholder shall not undertake any activity which facilitates the evasion of taxes anywhere in the world or which would constitute a criminal act in the jurisdiction in which it is located or doing business, or which would expose the Underwriters to any criminal sanction;
- 34.3 The Coverholder shall conduct its business in accordance with all relevant financial crime and international economic, financial or trade sanctions laws and regulations. In addition, the Coverholder shall not act contrary to any additional requirements concerning: (i) international economic, financial or trade sanctions; (ii) the prevention of the facilitation of tax evasion; or (iii) financial crime set by the Underwriters and/or Lloyd's other than where compliance with those requirements would be contrary to local law;
- 34.4 The Coverholder, on behalf of the Underwriters, shall not provide cover or pay any claim or provide benefit hereafter to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Coverholder and/or the Underwriters to any sanction, prohibition or restriction under any applicable international economic, financial or trade sanctions laws or regulations;
- 34.5 The Coverholder shall not accept, offer or facilitate payment, consideration, or any other benefit, which constitutes an illegal or corrupt practice contrary to any applicable anti-bribery law;
- 34.6 The Coverholder shall maintain on an ongoing basis appropriate systems, procedures and controls designed to prevent any breach of this Section 34.

LMA5313  
2 March 2018

## 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:** B0429BA1901387

- 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.

01/07/13

LMA5032A

## CANADIAN AUTOMOBILE AND ONTARIO COMMERCIAL LIABILITY INSURANCE SPECIFIC REPORTING ENDORSEMENT

(for use in conjunction with LMA3115 Canadian Binding Authority Agreement when Bordereaux, Accounts and Accounting Settlements (Non Lineage Accounting and Settlement) LMA5031A clause applies and this endorsement applies to all Canadian Automobile and Ontario commercial liability insurance business)

Attaching to and forming part of **Agreement Number:** B0429BA1901387

Notwithstanding anything to the contrary within the provisions of Section 24, the Coverholder shall submit to Lloyd's Canada, via the Lloyd's Canada Portal (*Lineage*) or, with the Underwriters' consent, via other means agreed with Lloyd's Canada, the information specified in a. to c. inclusive below in respect of:-

- i. Automobile Business as defined and regulated by the laws and regulations of any Canadian province or territory;
  - ii. Commercial liability insurance business as defined and regulated by the Ontario Regulator.
- a. All premium declaration details of insurances bound during each month, including Endorsements, falling within the above classes of insurance, until every insurance has expired or has otherwise been cancelled or terminated;
  - b. All details of paid claims and associated expenses (whether indemnity or fee and allocated likewise) during each month until all such claims have been paid or otherwise resolved;
  - c. All details of outstanding claims and reserve adjustments during each month until all such claims have been paid or otherwise resolved.

01/07/13

LMA5144A

## ONTARIO RISK SHARING POOL ENDORSEMENT

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

Attaching to and forming part of **Agreement Number:** BA0429BA1901387

The Coverholder may transfer risks to the Ontario Risk Sharing Pool ("the Pool") up to such limit as is advised to the Coverholder by the Attorney In Fact in Canada for Lloyd's Underwriters. Such transfer shall be made only in accordance with the rules from time to time promulgated by the body authorised by statute to administer the Pool.

The Coverholder must transfer the following risks to the Pool unless they are eligible for the Facility Association Residual Market, in which case they must be placed with that Market:-

- a. High-valued vehicles over rate group 15;
- b. Sports, high performance vehicles;
- c. Any risk subject to surcharge as per Lloyd's surcharge rules;
- d. Any risk with no previous insurance in past 12 months;
- e. Any risk with:-
  - e.1 less than one year immediately preceding date of application in Canada with approved driver training; or
  - e.2 less than three years immediately preceding date of application in Canada without approved driver training.

01/07/13

LMA5033A

**QUEBEC PLAN DE RÉPARTITION DES RISQUES FACILITY ('P.R.R') ENDORSEMENT**  
(for use in conjunction with LMA3115 Canadian Binding Authority Agreement  
and applies to all Quebec Automobile insurance business)

Attaching to and forming part of **Agreement Number:** B0429BA1901387

The Coverholder may transfer risks to the Plan de Répartition des Risques ("the Plan") up to such limit as is advised to the Coverholder by the Attorney In Fact in Canada for Lloyd's Underwriters. Such transfer shall be made only in accordance with the rules from time to time promulgated by the body authorised by statute to administer the Plan.

Any individual risk which forms part of a synthetic fleet and is ceded to the Plan must not be subject to any discount that the synthetic fleet may have been granted by the Underwriters.

01/07/13  
LMA5034A

**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

**LAW AND JURISDICTION**

This Insurance shall be governed by the laws of {Missing} and subject to the exclusive jurisdiction of the courts of B0429BA1901387.

14/09/2005  
LMA5022  
Form approved by Lloyd's Market Association

**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.

20/4/61  
NMA1331

**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**

**NOVA SCOTIA RISK SHARING POOL ENDORSEMENT**

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

Attaching to and forming part of **Agreement Number:** B0429A1901387

The Coverholder may transfer risks to the Nova Scotia Risk Sharing Pool (“the Pool”) up to such limit as is advised to the Coverholder by the Attorney In Fact in Canada for Lloyd’s Underwriters. Such transfer shall be made only in accordance with the rules from time to time promulgated by the body authorised by statute to administer the Pool.

01/07/13  
LMA5143A

**NEW BRUNSWICK RISK SHARING POOL ENDORSEMENT**

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

Attaching to and forming part of **Agreement Number:** B0429BA1901387

The Coverholder may transfer risks to the New Brunswick Risk Sharing Pool (“the Pool”) up to such limit as is advised to the Coverholder by the Attorney In Fact in Canada for Lloyd’s Underwriters. Such transfer shall be made only in accordance with the rules from time to time promulgated by the body authorised by statute to administer the Pool.

01/07/13  
LMA5037A

**ALBERTA RISK SHARING POOL ENDORSEMENT**

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

Attaching to and forming part of **Agreement Number:** B0429BA1901387



The Coverholder may transfer risks to the Alberta Risk Sharing Pool (“the Pool”) up to such limit as is advised to the Coverholder by the Attorney In Fact in Canada for Lloyd's Underwriters. Such transfer shall be made only in accordance with the rules from time to time promulgated by the body authorised by statute to administer the Pool.

01/07/13  
LMA5035A

## 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.

06/03  
LSW1135B

### 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)

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## PROTOCOLE RELATIF AUX PLAINTES DE TITULAIRES DE POLICES DU LLOYD'S

Le Lloyd's s'efforce de rehausser l'expérience client par un service supérieur et des produits d'assurance innovants.

Nous avons établi un protocole de traitement des plaintes, comme l'exige la *Loi sur les sociétés d'assurance* du Canada, afin que les problèmes signalés par nos précieux clients soient traités promptement par nos représentants. Ce protocole vous aidera à comprendre les mesures que nous prendrons dans le but de résoudre tout conflit lié à notre produit ou à notre service. Toutes les plaintes seront traitées de manière professionnelle. Dans tous les cas, une enquête sera faite, des dispositions seront prises et une réponse sera donnée par écrit ou par téléphone par un représentant du Lloyd's peu de temps après la réception de la plainte. Si vous n'êtes pas satisfait de nos produits ou de nos services, voici ce que vous pouvez faire:

- Communiquez d'abord avec votre courtier (celui par l'intermédiaire duquel vous avez souscrit l'assurance) afin qu'il ait l'occasion de régler la question.
- Si votre courtier est incapable de résoudre le problème, veuillez nous exposer votre plainte par écrit, en prenant soin d'indiquer le nom du courtier et votre numéro de police.

Veuillez nous adresser vos plaintes comme suit:

**Souscripteurs du Lloyd's**

Attention : Responsable des plaintes

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

Tél. : 1-877-455-6937 Téléc. : 514- 861-0470

CÉ : [info@lloyds.ca](mailto:info@lloyds.ca)

Votre plainte sera remise à la personne appropriée pour qu'elle s'en occupe. Cette personne vous écrira dans les deux jours ouvrables suivants pour accuser réception de votre plainte et pour vous dire dans combien de temps une réponse complète devrait vous parvenir. Si nécessaire, la plainte sera aussi transmise au service Policyholder and Market Assistance du Lloyd's, à Londres. Dans ce cas, ce service vous répondra directement et, à la fin du processus, rédigera la lettre exposant notre position finale à l'égard de votre plainte.

Si le problème n'est toujours pas réglé à votre satisfaction, vous avez le droit de continuer à chercher une solution en le soumettant aux organismes suivants:

Le Service de conciliation en assurance de dommages (SCAD) facilite la résolution de conflits opposant des consommateurs et leur assureur.

Voici comment le joindre:

Tél. : 1-877-225-0446

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

**Pour les clients du Québec:**

L' Autorité des marchés financiers (AMF). – Au Québec, la réglementation des sociétés d'assurance relève de l'AMF. Si vous n'êtes pas satisfait de la manière dont votre plainte a été traitée ou réglée par le Lloyd's, vous pouvez la soumettre à l'AMF. Celle-ci étudiera le dossier et pourra recommander une médiation si elle le juge approprié et si les deux parties y consentent. Voici comment joindre l'AMF:

Québec: (418) 525-0337

Montréal: (514) 395-0311

Autres régions : 1-877-525-0337

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

Si votre plainte porte sur le **processus** de traitement des plaintes employé par les Souscripteurs du Lloyd's, vous pouvez vous adresser à l'Agence de consommation en matière financière du Canada (ACFC).

L'Agence de consommation en matière financière du Canada (ACFC) donne aux consommateurs des renseignements précis et objectifs sur les produits et services financiers et informe les Canadiens au sujet de leurs droits et responsabilités dans leurs rapports avec des institutions financières. Elle surveille aussi la conformité aux dispositions relatives à la protection des consommateurs qui sont prévues dans les lois fédérales applicables aux banques et aux sociétés de fiducie, de prêt et d'assurance constituées en vertu d'une loi fédérale. Voici les coordonnées de l'ACFC:

427, avenue Laurier Ouest, 6<sup>e</sup> étage, Ottawa ON K1R 1B9

Service en français : 1-866-461-ACFC (2232)

Service en anglais : 1-866-461-FCAC (3222)

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

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## **PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION**

### **Who we are**

We are the Lloyd's underwriter(s) identified in the insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information we collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

### **What personal information we collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

- Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
- Policy information (policy number, policy amounts, policy terms)
- Claim information (claim number, information relating to a potential or existing claim)
- Payment information (credit card details, bank account details, credit score)
- Other information related to your insurance cover or a claim only for legitimate business purposes

We also collect personal information about you when you visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online Cookies policy at <http://www.lloyds.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 other parties.

## **How we use your information**

By purchasing insurance from certain Lloyd's Underwriters ("Lloyd's"), a customer provides Lloyd's with his or her explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to the customer's understanding of the nature, purpose and consequences of the collection, use or disclosure of their personal information.

Information is generally collected, used, disclosed and stored in order to provide you with the insurance products that you have requested, including to:

- Identify you and provide you with insurance cover
- Communicate with Lloyd's policyholders
- Calculate, collect or refund premiums
- Underwrite policies and facilitate policy administration
- Evaluate and process claims
- Detect and prevent fraud, carry out anti-money laundering and sanctions checks
- Investigate and prosecute fraud
- Meet our regulatory and other legal obligations
- Enforce terms or exercise rights under the insurance contract
- Analyze insurance risk and business results
- Improve our services and offerings
  - Provide general client care
  - Defend or prosecute legal claims
  - Renew your insurance policy
  - Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

## **Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, we may share your personal information with other third parties that we have engaged to provide services on our behalf, or who otherwise assist us in providing you with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

We will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. We will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using your Personal Information solely to provide Lloyd's with the specific service for which they were engaged, and for no other purpose. You can obtain more information about our policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting us as described below, under the section "How to Contact Us" at the end of this document.

Some of these entities may be located outside Canada, therefore your information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in your province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

We may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of our assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of Lloyd's or our business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

We may also share your Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where we are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

## **Authority to collect, use and disclose personal information**

When you share information with us for particular purposes, such as providing you with insurance, you give us explicit consent to collect, use and disclose your information for those purposes. Canadian law also authorizes us to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

- Detecting or suppressing fraud
- Investigating or preventing financial abuse
- For communication with the next of kin or authorized representative of an injured, ill or deceased individual
- Investigating a breach of an agreement or a contravention of the laws of Canada or a foreign jurisdiction where obtaining consent would compromise the availability or accuracy of the information
- Witness statement necessary to assess, process or settle insurance claims
- Information that is produced in the course of an individual's employment, business or profession

There may be situations where we need your additional consent to collect, use, and disclose information about you. In those situations, we will ask you for consent separately. You do not have to give your consent and, subject to legal and contractual restrictions, you can withdraw your consent to us collecting, using and disclosing your

information at any time. However, withdrawing your consent may affect our ability to provide you with insurance cover or other services.

### **Retention and security**

We retain personal information for as long as necessary to provide you with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When your Personal Information is no longer required, we will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

We use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although we will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of your information.

### **How to access your personal information**

Subject to certain exceptions provided by applicable law, you have the right to access your personal information, request corrections about your personal information if you identify any inaccuracies, and request that we delete your information. If you would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about Lloyd's policies and practices, answer questions about the collection, use, disclosure or storage of personal information by Lloyd's and its service providers located outside Canada, as well as discuss any complaints you may have regarding the collection, use and disclosure of your personal information.

### **Changes**

We may amend this Privacy notice from time to time as our business evolves, in response to legal developments, as new technologies become available, or as we introduce new features, products or services.

When we make changes to wording of this Privacy notice we will revise the "last updated" date at the bottom of this Privacy notice. You should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes we will, as appropriate prominently post these changes to our Site or notify registered Users directly.

### **How to contact us**

Further information about Lloyd's personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from your broker, or by contacting Lloyd's by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

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## VIE PRIVÉE: AVIS CONCERNANT LES RENSEIGNEMENTS PERSONNELS

### Qui sommes-nous

Nous sommes le(s) souscripteur(s) du Lloyd's identifié(s) dans le contrat d'assurance et/ou le certificat d'assurance. Votre vie privée est importante pour nous. Le présent avis de confidentialité explique quels renseignements personnels nous recueillons, utilisons et divulguons au sujet des titulaires de police, des bénéficiaires, des demandeurs et des témoins, et à quelles fins, conformément aux lois canadiennes applicables en matière de protection des renseignements personnels.

### Quels renseignements personnels nous recueillons

Par renseignements personnels, on entend tout renseignement concernant une personne identifiée ou identifiable. Les renseignements personnels qui sont recueillis pour une utilisation et une communication claires et légitimes comprennent généralement les éléments suivants :

- Identification et coordonnées (nom, adresse, y compris le code postal, pays, numéro de téléphone, adresse électronique, mois et date de naissance, permis de conduire, employeur, titre du poste, antécédents professionnels, détails familiaux)
- Renseignements sur la police (numéro de police, montants et conditions de la police)
- Renseignements sur la demande (numéro de demande, renseignements relatifs à une demande éventuelle ou existante)
- Informations de paiement (détails de la carte de crédit, détails du compte bancaire, score de crédit)
- Autres informations relatives à votre couverture d'assurance ou à un sinistre uniquement à des fins professionnelles légitimes

Nous recueillons également des renseignements personnels à votre sujet lorsque vous visitez [www.lloyds.com](http://www.lloyds.com). Vous trouverez de plus amples informations sur notre politique en matière de cookies en ligne à l'adresse <http://www.lloyds.com/common/privacy-and-cookies-statement>

Nous n'utiliserons pas vos renseignements personnels à des fins de marketing et nous ne vendrons pas vos renseignements personnels à d'autres parties.

### Comment utilisons-nous vos informations

En souscrivant une assurance auprès de certains assureurs du Lloyd's (" Lloyd's "), un client donne son consentement explicite à la Lloyd's pour la collecte, l'utilisation et la divulgation de renseignements personnels. Un consentement valable est subordonné à la compréhension par le client de la nature, du but et des conséquences de la collecte, de l'utilisation ou de la communication de ses renseignements personnels.

Les renseignements sont généralement recueillis, utilisés, divulgués et stockés afin de vous fournir les produits d'assurance que vous avez demandés, notamment pour :

- Vous identifier et vous fournir une couverture d'assurance
- Communiquer avec les assurés du Lloyd's
- Calculer, encaisser ou rembourser les primes
- Souscrire des polices et faciliter l'administration des polices
- Évaluer et traiter les réclamations
- Détecter et prévenir les fraudes, effectuer des contrôles anti-blanchiment et des contrôles de sanctions
- Enquêter et poursuivre les fraudeurs
- Respecter nos obligations réglementaires et autres obligations légales
- Exercer les conditions ou exercer les droits en vertu du contrat d'assurance
- Analyser le risque d'assurance et les résultats de l'entreprise
- Améliorer nos services et nos offres
- Fournir des soins généraux aux clients
- Défendre ou poursuivre des actions en justice
- Renouveler votre police d'assurance
- Transfert de livres d'affaires, ventes et réorganisations d'entreprises

Ou selon ce qui peut être autrement requis ou autorisé par la loi.

### Vos informations peuvent être partagées et divulguées ;

Afin d'atteindre les objectifs décrits dans le présent avis de confidentialité, nous pouvons partager vos renseignements personnels avec d'autres tiers que nous avons engagés pour fournir des services en notre nom ou qui nous aident autrement à vous fournir des services, tels que des organismes affiliés, des sous-traitants, des agents ou des détenteurs de couverture, des conseillers juridiques, des assureurs, des courtiers, des réassureurs, des experts en sinistres et autres fournisseurs de services.

Nous limiterons cette divulgation aux seuls renseignements personnels qui sont raisonnablement nécessaires aux fins ou aux services que le tiers ou la société affiliée fournira. Nous utiliserons des moyens contractuels et autres pour fournir un niveau comparable de protection pendant que l'information est traitée par ces fournisseurs de services, y compris en limitant ces fournisseurs à utiliser vos renseignements personnels uniquement pour fournir au Lloyd's le service spécifique pour lequel ils ont été engagés, et pour aucune autre raison. Vous pouvez obtenir de plus

amples renseignements sur nos politiques et pratiques concernant l'utilisation des renseignements personnels par des tiers fournisseurs de services en communiquant avec nous de la façon décrite ci-dessous, à la section "Comment nous joindre" à la fin du présent document.

Certaines de ces entités peuvent être situées à l'extérieur du Canada, par conséquent vos renseignements peuvent être traités dans une juridiction étrangère, où ils seront assujettis aux lois de cette juridiction, qui peuvent être différentes des lois de votre province. Les renseignements personnels qui sont stockés ou traités à l'extérieur du Canada peuvent également être accessibles aux autorités chargées de l'application de la loi et de la sécurité nationale de ce territoire.

Nous pouvons également partager ou transférer vos informations personnelles lorsque cela est raisonnablement nécessaire dans le cadre d'une vente, d'une fusion ou d'une fusion de tout ou partie de nos activités ou de l'assurance ou de la titrisation de nos actifs. Dans un tel cas, les parties destinataires seront contractuellement tenues de garder les informations confidentielles et de les utiliser uniquement aux fins de la transaction, ou de la transaction proposée, en question. Dans le cas où une transaction commerciale est affectée, les cessionnaires ou les successeurs de Lloyd's, de notre entreprise ou de nos actifs, ou ceux de nos entités affiliées peuvent utiliser et divulguer des renseignements personnels uniquement aux fins énoncées dans le présent avis de confidentialité, à moins d'un consentement supplémentaire.

Nous pouvons également partager vos informations personnelles avec les forces de l'ordre, les agences de sécurité nationale ou d'autres responsables gouvernementaux, dans la mesure où la loi le requiert ou le permet, par exemple en réponse à une décision de justice ou à une demande vérifiée relative à une enquête criminelle ou à une activité illégale sont légalement tenus de fournir des informations aux bases de données sur les assurances obligatoires ou, le cas échéant, de détecter, de prévenir ou de poursuivre les fraudes.

### **Pouvoir de recueillir, d'utiliser et de communiquer des renseignements personnels**

Lorsque vous partagez des renseignements avec nous à des fins particulières, comme vous fournir une assurance, vous nous donnez votre consentement explicite pour recueillir, utiliser et divulguer vos renseignements à ces fins. La loi canadienne nous autorise également à recueillir, à utiliser et à

communiquer des renseignements personnels sans consentement dans certaines circonstances prescrites par la loi, notamment les suivantes :

- Détecter ou supprimer la fraude
- Enquêter sur les abus financiers ou les prévenir
- Pour communiquer avec le proche parent ou le représentant autorisé d'une personne blessée, malade ou décédée
- Enquêter sur une violation d'une entente ou une contravention aux lois du Canada ou d'un territoire étranger lorsque l'obtention du consentement compromettrait la disponibilité ou l'exactitude des renseignements.
- Déclaration du témoin nécessaire pour évaluer, traiter ou régler les réclamations d'assurance
- Renseignements produits dans le cadre de l'emploi, de l'entreprise ou de la profession d'un particulier

Il peut y avoir des situations où nous avons besoin de votre consentement additionnel pour recueillir, utiliser et divulguer des renseignements à votre sujet. Dans ces situations, nous vous demanderons votre consentement séparément. Vous n'êtes pas tenu de donner votre consentement et, sous réserve des restrictions légales et contractuelles, vous pouvez retirer votre consentement à la collecte, à l'utilisation et à la communication de vos renseignements personnels en tout temps. Toutefois, le retrait de votre consentement peut affecter notre capacité à vous fournir une couverture d'assurance ou d'autres services.

### **Conservation et sécurité**

Nous conservons les renseignements personnels aussi longtemps que nécessaire pour vous fournir une couverture d'assurance et répondre aux autres fins de collecte, d'utilisation et de divulgation décrites dans le présent avis de confidentialité, ou selon les autres exigences ou permis par la loi. Lorsque vos renseignements personnels ne sont plus requis, nous ferons tous les efforts raisonnables pour nous assurer que toutes les copies électroniques et papiers de ces renseignements sont détruits de façon sécuritaire et irréversiblement supprimée de nos systèmes.

Nous utilisons diverses mesures de sécurité physiques, techniques et administratives, appropriées à la sensibilité des renseignements personnels, qui sont conçus pour protéger contre la perte, le vol, l'accès non autorisé, la divulgation, la copie, l'utilisation ou la modification par. Bien que nous prenions des mesures raisonnables pour protéger les renseignements personnels, la transmission de renseignements par Internet ou par d'autres moyens électroniques n'est pas garantie comme étant sécuritaire et peut créer des risques pour la confidentialité et la sécurité de vos renseignements.

### **Comment accéder à vos renseignements personnels**

Sous réserve de certaines exceptions prévues par les lois applicables, vous avez le droit d'accéder à vos renseignements personnels, de demander des corrections au sujet de vos renseignements personnels si vous identifiez des inexactitudes et de nous demander de supprimer vos renseignements. Si vous souhaitez exercer l'un de ces droits, veuillez contacter le Médiateur à [info@lloyds.ca](mailto:info@lloyds.ca).

L'ombudsman peut également fournir des renseignements supplémentaires sur les politiques et pratiques du Lloyd's, répondre à des questions sur la collecte, l'utilisation, la divulgation ou le stockage de renseignements personnels par le Lloyd's et ses fournisseurs de services situés à l'extérieur

du Canada, ainsi que discuter de toute plainte que vous pourriez avoir concernant la collecte, l'utilisation et la divulgation de vos renseignements personnels.

### Changements

Nous pouvons modifier le présent avis de confidentialité de temps à autre au fur et à mesure que nos activités évoluent, en réponse aux développements juridiques, à mesure que de nouvelles technologies deviennent disponibles ou que nous introduisons de nouvelles fonctionnalités, produits ou services.

Lorsque nous apportons des modifications au libellé de la présente déclaration de confidentialité, nous révisons la date de "dernière mise à jour" figurant au bas de la présente déclaration de confidentialité. Nous vous conseillons de consulter régulièrement cette page pour savoir si des modifications ont été apportées à la présente déclaration de confidentialité. Si nous apportons des modifications substantielles, nous les afficherons bien en évidence sur notre Site ou en aviserons directement les Utilisateurs enregistrés, le cas échéant.

### Comment nous contacter

Vous pouvez obtenir de plus amples renseignements sur la politique de protection des renseignements personnels de la Lloyd's en visitant le site <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> auprès de votre courtier ou en communiquant avec la Lloyd's par téléphone : 514 861 8361, 1 877 455 6937 ou courriel : [info@lloyds.ca](mailto:info@lloyds.ca).

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IDENTIFICATION OF INSURER / ACTION AGAINST INSURER  
Lloyd's Approved Coverholder **as evidence under contract B0429BA1901387:**  
**Oasis Outdoor Adventure & Sport Insurance Solutions Inc**

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.

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IDENTIFICATION DE L'ASSUREUR / ACTION CONTRE L'ASSUREUR  
Courtier mandataire agréé du Lloyd's **as evidence under contract B0429BA1901387:**  
**Oasis Outdoor Adventure & Sport Insurance Solutions Inc**



Lorsque LES SOUSCRIPTEURS DU LLOYD'S sont des coassureurs à la police d'assurance, la clause qui suit s'applique à eux :

## **IDENTIFICATION DE L'ASSUREUR / ACTION CONTRE L'ASSUREUR**

La présente assurance a été souscrite conformément à l'autorisation accordée au Courtier mandataire par les Souscripteurs des Syndicats du Lloyd's dont les numéros et pourcentages figurent au tableau annexé à l'Accord contractuel indiqué dans la liste des compagnies participantes (ci-après appelés « les Souscripteurs »). Les Souscripteurs garantissent chacun pour sa part et sans solidarité entre eux, proportionnellement aux divers montants souscrits à l'Accord contractuel par chacun d'eux.

Dans toute action en exécution des obligations des Souscripteurs, la désignation « Les Souscripteurs du Lloyd's » sera une désignation qui liera les Souscripteurs comme si chacun d'eux avait été nommé individuellement comme défendeur. La signification de telles procédures peut être valablement faite au fondé de pouvoir au Canada pour Les Souscripteurs du Lloyd's, dont l'adresse pour une telle signification est le 1155, rue Metcalfe, bureau 2220, Montréal, Québec H3B 2V6.

## **AVIS**

Les avis destinés aux Souscripteurs peuvent être valablement donnés au Courtier mandataire.

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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.

10/12

LSW1565C

**CODE DES DROITS ET RESPONSABILITÉS DU CONSOMMATEUR**

Les assureurs (y compris les Souscripteurs du Lloyd's), de même que les courtiers et agents qui font souscrire des polices d'assurance habitation, automobile et entreprise, tiennent à protéger vos droits tant que lorsque vous cherchez une assurance que lorsque vous présentez une demande d'indemnité à la suite d'un sinistre. Vous avez notamment droit à une information complète, à un traitement équitable, à un règlement diligent de vos plaintes et à la protection des renseignements personnels qui vous concernent. Ces droits sont fondés sur le contrat conclu entre vous et votre assureur et sur les lois de votre province en matière d'assurance. Cependant, les droits s'accompagnent de responsabilités. On s'attend par exemple à ce que vous fournissiez des renseignements complets et exacts à votre assureur. D'autres responsabilités importantes sont décrites dans votre police. Les assureurs et leurs réseaux de distribution ainsi que les gouvernements ont également un rôle important dans la protection de vos droits.

**Droit d'être informé**

Vous pouvez vous attendre à des renseignements clairs sur votre police, votre protection et le processus de règlement des sinistres. Vous avez droit à des explications claires sur le fonctionnement de l'assurance et la façon dont elle répond à vos besoins. Vous avez également le droit de savoir comment les assureurs calculent le prix à partir de faits pertinents. Normalement, les assureurs donnent au client ou à son intermédiaire un préavis raisonnable (dont la durée est fixée par la loi) du non-renouvellement de son assurance ou des modifications prenant effet au renouvellement pourvu que le client fournisse les renseignements nécessaires à l'établissement des conditions de renouvellement au moins 45 jours (ou le nombre de jours fixé dans la loi) avant l'expiration du contrat.

Vous avez le droit de demander qui rémunère votre courtier ou agent pour la souscription de votre assurance. Votre courtier ou agent vous expliquera comment il est rémunéré, par qui et sous quelles formes.

Vous avez le droit de connaître les ententes de rémunération conclues par les assureurs avec leurs réseaux de distribution. Vous avez le droit de demander à votre courtier ou agent de vous expliquer comment et par qui il est payé. Les courtiers et les agents doivent fournir les renseignements concernant la propriété, le financement et autres faits pertinents.

**Responsabilité de poser des questions et de fournir des renseignements**

Pour protéger votre droit à la souscription d'une assurance appropriée à un prix concurrentiel, vous devez poser des questions sur votre police afin de comprendre la protection qu'elle vous procure et les obligations qu'elle vous impose. Vous pouvez obtenir des renseignements dans le cadre de rencontres en tête-à-tête avec votre courtier ou agent. Vous êtes libre de faire le tour du marché de manière à obtenir la combinaison de garanties et de services qui répond le mieux à vos besoins. Pour conserver votre protection contre les sinistres, vous devez informer sans délai votre courtier ou agent de tout changement dans votre situation.

**Droit au règlement des plaintes**

Les assureurs, leurs courtiers et leurs agents s'imposent des normes élevées en matière de service à la clientèle. Si vous avez à vous plaindre du service que vous avez reçu, vous avez le droit de recourir au processus de règlement des plaintes des Souscripteurs du Lloyd's pour le Canada. Votre courtier ou agent peut vous expliquer ce que vous devez faire pour que votre plainte soit entendue et traitée rapidement. Les consommateurs peuvent aussi consulter l'autorité de réglementation de l'assurance de leur province. Le Lloyd's est membre d'un organisme de règlement des plaintes indépendant, le Service de conciliation en assurance de dommages.

**Responsabilité de régler les différends**

Vous devez toujours vous engager de bonne foi dans le processus de règlement des différends, fournir promptement les renseignements demandés et être ouvert aux recommandations formulées par des observateurs indépendants dans le cadre de ce processus.

**Droit à un service professionnel**

Vous avez le droit de traiter avec des professionnels de l'assurance qui observent des normes déontologiques rigoureuses et agissent avec honnêteté, intégrité, équité et compétence. Les courtiers et agents d'assurance doivent démontrer une connaissance approfondie du produit, de ses garanties et de ses restrictions afin de vous offrir un service optimal.

**Droit à la protection des renseignements personnels**

Étant donné qu'il est important que vous communiquiez à l'assureur tous les renseignements dont il a besoin pour vous fournir la protection qui vous convient le mieux, vous avez le droit de savoir que les renseignements qui vous concernent seront utilisés uniquement aux fins décrites dans l'énoncé sur la protection des renseignements personnels mis à votre disposition par votre courtier, agent ou représentant d'assurance. Ces renseignements ne seront communiqués à des tiers que dans la mesure où la loi le permet. Vous devez savoir que, en ce qui concerne leurs affaires canadiennes, les Souscripteurs du Lloyd's sont assujettis aux lois canadiennes régissant la protection des renseignements personnels.

10/12  
LSW1565C-16

**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.

1/1/38  
NMA464

**CLAUSE D'EXCLUSION EN RAISON DE GUERRE ET DE GUERRE CIVILE**

Nonobstant les dispositions contraires contenues dans les présentes, la présente police ne couvre pas la perte ou les dommages occasionnés ou provoqués, directement ou indirectement, par une guerre, une invasion, des actes d'ennemis étrangers, des hostilités (qu'une guerre soit déclarée ou non), une guerre civile, une rébellion, une révolution, une insurrection, une force militaire, une usurpation de pouvoir ou la confiscation, la nationalisation, la réquisition, la destruction ou l'endommagement de tout bien par un gouvernement ou une autorité publique ou locale ou à la suite d'une directive de ceux-ci.

1/1/38  
NMA464-16

**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.

01/4/96  
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.

06/02/03  
NMA2962

### **ELECTRONIC DATA ENDORSEMENT D**

#### **1. Electronic Data Exclusion**

1.1. Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

1.1.1. This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense

of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

- 1.1.2. ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
- 1.1.3. COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horse', 'worms' and 'time or logic bombs'.

## **2. Electronic Data Processing Media Valuation**

- 2.1. Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows;
  - 2.1.1. Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the cost of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any cost of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However, this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

NMA2915A  
11/03/2015

## **STATUTORY CONDITIONS (Alberta)**

### **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.

01/07/12  
LSW1814

**STATUTORY CONDITIONS  
(British Columbia)****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.

01/07/12

LSW1815

**STATUTORY CONDITIONS  
(Manitoba)**

**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 contract**

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 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 costs of that property and particulars of the amount of loss claimed,
    - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
    - (iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured,
    - (iv) stating the amount of other insurances and the names of other insurers,
    - (v) stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
    - (vi) stating any changes in title, use, occupation, location, possession or 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 of 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.

**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.

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