

# Rent-my-Stuff Insurance Policy

Underwritten by Co-operators General Insurance Company.  
Administered by Duuo.



## Your Voice Matters

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

## About This Policy

### Agreement

This is an agreement between you and Co-operators General Insurance Company. Duuo® Rent-my-Stuff Insurance is part of a suite of on-demand insurance products offered and underwritten by The Co-operators Group of Companies and administered and distributed by Duuo Insurance Services Inc. Duuo® is a registered trademark of The Co-operators Group Limited.”

Certain words and phrases in bold are specifically defined in the Definitions section of this policy. “You” and “your” refer to the **named insured** stated on the **You’re Covered Screen** of the **Duuo app**. “We”, “us” and “our” refer to Co-operators General Insurance Company.

We provide the insurance described in this policy as long as you pay the premium and follow the policy conditions. We cover only your **property** listed for rental on **Duuo authorized platforms**.

The **renter** of the **property** is required to follow the terms of service agreement from the **Duuo authorized platforms**. If the terms of service agreement are not agreed to the **renter** will be responsible for costs associated with damage to your **property**.

### Who is an Insured

You, as the person, or the organization named on the **You’re Covered Screen** of the **Duuo app**, are the only entities insured by this policy.

### Deductible

There is no deductible applicable to claims made under policy.

### Coverage Period

Coverage begins at the time your **property** is taken into custody by your **renter**. This time must be within the effective and expiry dates of coverage listed on the **You’re Covered Screen**. Coverage expires at the earliest of the time your **renter** returns your **property** to you or the expiry date of the coverage listed on the **You’re Covered Screen**.

### Loss Settlement

All loss or damage payable by this policy is subject to the limit of insurance as displayed on the **You’re Covered Screen**.

For **property** that was acquired new in the past 24 months, we will pay for its **replacement cost** with new **property** of like kind and quality, or the cost to repair that **property**, up to the limit of insurance shown on the **You’re Covered Screen**. We will pay for the lesser of the **replacement cost** to repair the **property**, your insurable interest in the **property**, or the limit of insurance.

For **property** that is older than 24 months, we will pay for its **actual cash value** at the time of loss, up to the limit shown on the **You're Covered Screen**. We will pay for the lesser of the **actual cash value** to repair the **property**, your insurable interest in the **property**, or the limit of insurance.

### Applicable Law

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

### Special Condition

At our request, you must provide us the name and contact information of any **renter** who had custody of the **property** for which you are submitting a claim.

## Property Coverage

### Covered Property

We cover your **property** while in the custody of a **renter** anywhere in the world. The most we will pay is the limit shown on the **You're Covered Screen**.

### Insured Perils

We cover all perils of direct physical loss or damage. This includes, but is not limited to, loss caused by:

1. Theft;
2. Mysterious disappearance;
3. **Misappropriation**; and
4. Accidental breakage.

## Conditions

### Anti-Stacking

This policy will not contribute to or be excess of any other policy issued to any **named insured** if a claim covered by this policy is also covered by any other policy issued by Duuo.

### Loss to A Pair or Set

In case of loss to a pair or set we may elect to repair or replace any part to restore the pair or set to its value before the loss or pay the difference between the **replacement cost** of the **property** before and after the loss.

### Other Insurance

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

### Canadian Currency Clause

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

### Recovered Property

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

### Statutory Conditions

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

### Subrogation Clause

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

### Excluded Perils

We do not cover loss or damage:

1. Caused by wear and tear, gradual deterioration, inherent vice, latent defect or mechanical breakdown;
2. Caused by or resulting from corrosion, rust, rodents, insects, vermin, dampness of atmosphere, staining or freezing, unless such damage is the result of other loss covered by this policy;
3. Caused by or resulting from artificially generated electrical currents to electrical appliances or devices (including wiring), unless fire ensues and then only for loss or damage by such ensuing fire;
4. Sustained while the **property** is actually being worked upon and directly resulting therefrom, or caused by any repairing, adjusting or servicing of the **property**, unless fire or explosion ensues and then only for the loss or damage caused by such ensuing fire or explosion;
5. Caused by or resulting from interruption of business, loss of income or other consequential loss;
6. Caused by your criminal or willful act or omission;
7. Resulting from any act you commit or conspire to commit with the intent to cause loss or damage, theft, mysterious disappearance or **misappropriation**;
8. **Property** released to a **renter** in contravention, in whole or in part, of the rental terms of services on the **Duuo authorized platform**;

9. Resulting from war, undeclared war, civil war, insurrection, rebellion or revolution, warlike act by military force or military personnel, or destruction, seizure or use for a military purpose, including the discharge of a nuclear weapon even if accidental;
10. Caused by any nuclear incident as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute, or any law amendatory thereof or nuclear explosion, except for ensuing loss or damage which results directly from fire, lightning or explosion of natural, coal or manufactured gas; and by contamination by radioactive material;
11. Caused directly or indirectly by any actual or alleged spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants**, nor the cost or expense of any resulting clean up, but this exclusion does not apply:
  - if the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants** is the direct result of a peril not otherwise excluded under this form;
  - to loss or damage caused directly by a peril not otherwise excluded under this form;
12. Representing the cost or expense for any testing, monitoring, evaluating or assessing of an actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants**;
13. Resulting from the destruction, confiscation or seizure of your **property** by order of any governmental or public authority, but this exclusion does not apply to acts ordered by any governmental or public authority at the time of a fire to prevent its spread, if the loss caused by fire would be covered under this policy; and
14. Caused directly or indirectly by an act of **terrorism**, regardless of any other cause or event that contributes concurrently or in any sequence to the loss, however if an act of **terrorism** results in fire, we will pay for the loss or damage caused by that fire.

### Excluded Property

We do not cover:

1. **Property** illegally acquired, kept, stored or transported, or **property** seized or confiscated for breach of any law or by order of any public authority;
2. **Aircraft, automobiles, mobile equipment and watercraft**;
3. Animals, birds or fish;
4. Money, bullion, platinum and other precious metals or alloys, securities, stamps and tickets and tokens;
5. Artwork of any kind, statuary, bric-a-brac, curios, collectibles, stemware, glassware, silverware, china or porcelain;
6. Jewelry, watches or furs;
7. Firearms, weapons, explosives, illicit products, or drug paraphernalia;
8. Consumable, non-durable or disposable **property** intended to be consumed or ingested;
9. Property for which you do not have legal title; or
10. Property while in your possession.

## Definitions

### Actual Cash Value

The cost to replace or repair the damaged or destroyed **property**, less any depreciation and obsolescence. In determining depreciation, we will consider the condition of the **property** immediately before the damage occurred, to determine the market or resale value and the normal life expectancy.

### Aircraft

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

- (i) remotely controlled by an operator;
- (ii) operated in compliance with any statute, permit, rule, regulation or any requirement for qualification to operate an unmanned aerial vehicle;
- (iii) not more than three (3) feet long and three (3) feet wide; and
- (iv) does not weigh more than ten (10) kilograms

### Automobile

A land **motor vehicle**, trailer or semitrailer, including any attached machinery or equipment. **Automobile** does not include **mobile equipment**.

### Duuo® App

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

### Duuo® Authorized Platforms

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

### Misappropriation

The intentional failure of a **renter** to return the **property** to you at the end of the rental or **coverage period**.

### Mobile Equipment

Any type of land vehicle or contractor's equipment such as bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads or for construction, including any attached machinery or equipment.

### Motor Vehicle

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

**Named Insured**

The person or organization listed as the **named insured** on the **You're Covered Screen** of the **Duuo® app**.

**Renter**

A person who rents your **property** for a specified time period, arranged through a **Duuo authorized platform**.

**Pollutants**

Any solid, liquid, gaseous or thermal irritant or contaminant, including odour, vapour, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**Property**

Any tangible item of value that is intended to be movable that is owned by you, or for which you are legally liable, while leased temporarily to **renters** through a **Duuo authorized platform**.

**Replacement Cost**

The cost of replacing **property** with the same quality of construction and operational utility, without taking depreciation into account.

**Terrorism**

A violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population Canada, or to influence the policy or affect the conduct of the Government of Canada by coercion.

**Watercraft**

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

**You're Covered Screen**

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

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

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

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

**1. MISREPRESENTATION**

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

**2. PROPERTY OF OTHERS**

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

**3. CHANGE OF INTEREST**

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

**4. MATERIAL CHANGE**

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

**5. TERMINATION**

- (1) This contract may be terminated:
  - (a) by the Insurer giving to the Insured 15 days' notice of termination by registered mail or 5 days written notice of termination personally delivered;
  - (b) by the Insured at any time on request.
- (2) Where this contract is terminated by the Insurer:
  - (a) the Insurer shall refund the excess of premium actually paid by the Insured over the proportional premium for the expired time, but in no event shall the proportional premium for the expired time be deemed to be less than any minimum retained premium specified; and



- (b) the refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.
- (3) Where this contract is terminated by the Insured, the Insurer shall refund as soon as practicable the excess of the premium actually paid by the Insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be considered to be less than any minimum retained premium specified.
- (4) The refund may be made by money, postal or express company money order, or cheque payable at par.
- (5) The 15 days mentioned in clause (a) of sub-paragraph (1) of this condition starts to run on the day following the receipt of the registered letter at the post office to which it is addressed.

## 6. REQUIREMENTS AFTER LOSS

- (1) Upon the occurrence of any loss of or damage to the insured property, the Insured shall, if the loss or damage is covered by the contract, in addition to observing the requirements of conditions 9, 10 and 11,
  - (a) immediately give notice of the loss or damage in writing to the Insurer;
  - (b) deliver as soon as practicable to the Insurer a proof of loss verified by a statutory declaration,
    - (i) giving a complete inventory of the lost or damaged property and showing in detail quantities, costs, actual cash value and particulars of amount of loss claimed,
    - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the Insured knows or believes,
    - (iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the Insured,
    - (iv) showing the amount of other insurances and the names of other Insurers,
    - (v) showing the interest of the Insured and of all others in the property with particulars of all mortgages, liens, encumbrances and other charges upon the property,
    - (vi) showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract,
    - (vii) showing the place where the insured property was located at the time of loss or damage;
  - (c) If required, give a complete inventory of undamaged property, showing in detail quantities, cost, actual cash value;
  - (d) If required and if practicable, produce accounts, warehouse receipts, stock lists, invoices and other pertinent records, verified by statutory declaration, as well as any relevant contracts or agreements with others.
- (2) The evidence furnished under clauses (1)(c) and (d) of this condition shall not be considered proofs of loss within the meaning of conditions 12 and 13.

## 7. FRAUD

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

## 8. WHO MAY GIVE NOTICE AND PROOF

In case of absence or inability of the Insured to give notice of loss or make proof of loss, notice of loss may be given and proof of loss may be made by the agent of the Insured. If the Insured fails to give notice immediately, the notice of loss may be given, and the proof of loss may be made by a person to whom any part of the insurance money is payable.

## 9. SALVAGE

- (1) The Insured, in the event of any loss or damage to any insured property, shall take all reasonable steps to prevent further damage to such property and to prevent damage to other insured property, including, if necessary, removal to a secure location.
- (2) The Insurer shall contribute proportionately, according to the respective interests of the parties, towards any reasonable and proper expenses in connection with steps taken by the Insured and required under subsection (1) of this condition.

## 10. ENTRY, CONTROL, ABANDONMENT

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

## 11. APPRAISAL

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

## 12. WHEN LOSS PAYABLE

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

## 13. REPLACEMENT

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

## 14. ACTION

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

## 15. NOTICE

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

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

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

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

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

### MISREPRESENTATION

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

### PROPERTY OF OTHERS

2. The insurer is not liable for loss or damage to property owned by a person other than the insured unless

- (a) otherwise specifically stated in the contract, or
- (b) the interest of the insured in that property is stated in the contract.

### CHANGE OF INTEREST

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

### **MATERIAL CHANGE IN RISK**

4. (1) The insured must promptly give notice in writing to the insurer or its agent of a change that is
- (a) material to the risk, and
  - (b) within the control and knowledge of the insured.
- (2) If an insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.
- (3) If an insurer or its agent is notified of a change under subparagraph (1) of this condition, the insurer may
- (a) terminate the contract in accordance with Statutory Condition 5, or
  - (4) 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. If the insured fails to pay an additional premium when required to do so under subparagraph (3) (b) of this condition, the contract is terminated at that time and Statutory Condition 5 (2) (a) applies in respect of the unearned portion of the premium.

### **TERMINATION OF INSURANCE**

5. (1) The contract may be terminated
- (a) by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
  - (b) by the insured at any time on request.
- (2) If the contract is terminated by the insurer,
- (a) the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and (b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.
- (3) If the contract is terminated by the insured, the insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.
- (4) The 15 day period referred to in subparagraph (1) (a) of this condition starts to run on the day the registered letter or notification of it is delivered to the insured's postal address.

### **REQUIREMENTS AFTER LOSS**

6. (1) On the happening of any loss of or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9,
- (a) immediately give notice in writing to the insurer,

- (b) deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration,
  - (i) giving a complete inventory of that property and showing in detail quantities and cost of that property and particulars of the amount of loss claimed,
  - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
  - (iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured,
  - (iv) stating the amount of other insurances and the names of other insurers,
  - (v) stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
  - (vi) stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued, and
  - (vii) stating the place where the insured property was at the time of loss,
- (c) if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and
- (d) if required by the insurer and if practicable,
  - (i) produce books of account and inventory lists,
  - (ii) furnish invoices and other vouchers verified by statutory declaration, and
  - (iii) furnish a copy of the written portion of any other relevant contract.

(2) The evidence given, produced or furnished under subparagraph (1) (c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

## **FRAUD**

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

Who may give notice and proof

8. Notice of loss under Statutory Condition 6 (1) (a) may be given and the proof of loss under Statutory Condition 6

(1) (b) may be made

(a) by the agent of the insured, if

(i) the insured is absent or unable to give the notice or make the proof, and

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

(b) by a person to whom any part of the insurance money is payable, if the insured refuses to do so or in the circumstances described in clause (a) of this condition.

## **SALVAGE**

9. (1) In the event of loss or damage to insured property, the insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.

(2) The insurer must contribute on a prorated basis towards any reasonable and proper

expenses in connection with steps taken by the insured under subparagraph (1) of this condition.

### **ENTRY, CONTROL, ABANDONMENT**

10. After loss or damage to insured property, the insurer has
- (a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and
  - (b) after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but
    - (i) without the insured's consent, the insurer is not entitled to the control or possession of the insured property, and
    - (ii) without the insurer's consent, there can be no abandonment to it of the insured property.

### **IN CASE OF DISAGREEMENT**

11. (1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the *Insurance Act*, whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.
- (2) There is no right to a dispute resolution process under this condition until
- (a) a specific demand is made for it in writing, and
  - (b) the proof of loss has been delivered to the insurer.

### **WHEN LOSS PAYABLE**

12. Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the insurer.

### **REPAIR OR REPLACEMENT**

13. (1) Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.
- (2) If the insurer gives notice under subparagraph (1) of this condition, the insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss, and must proceed with all due diligence to complete the work within a reasonable time.

### **NOTICE**

14. (1) Written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the province.
- (2) Written notice to the insured may be personally delivered at, or sent by registered mail addressed to, the insured's last known address as provided to the insurer by the insured.

## GENERAL CONDITIONS

(Applicable only to Québec)

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

This policy is subject to the Civil Code of the Province of Québec. Reference to Civil Code articles in some instances is for easier reading only and should not be construed as exact quotations. For all coverages except where inapplicable.

### 1. STATEMENTS

#### 1.1 Representation of risk (Article 2408)

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

The client means the person submitting an insurance application.

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

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

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

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

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

Unless the bad faith of the client or of the Insured is established or unless it is

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

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

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

## **2. GENERAL PROVISIONS**

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

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

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

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

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

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

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

#### **2.4 Books and records**

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

#### **2.5 Inspection**

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

#### **2.6 Currency**

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



### 3. LOSSES

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

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

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

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

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

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

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

#### 3.3 False representation (Article 2472)

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

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

#### 3.4 Intentional Fault (Article 2464)

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

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

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

#### 3.5 Inherent vice (Article 2465)

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

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

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

### **3.7 Safeguarding and examination of property (Article 2495)**

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

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

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

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

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

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

(The following two paragraphs are applicable to liability insurance

only: article 2504) No transaction made without the consent of the

Insurer may be set up against him.

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

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

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

## **4. COMPENSATION AND SETTLEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

Any outstanding premium may be deducted from the indemnity payable.

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

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

**4.7 Waiver**

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

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

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

**4.9 Subrogation (Article 2474)**

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

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

## 5. OTHER INSURANCE

### 5.1 Property insurance (Article 2496)

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

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

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

### 5.2 Liability insurance

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

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

## 6. CANCELLATION (Articles 2477 and 2479)

This policy may be cancelled at any time:

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

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

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

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

## 7. NOTICE

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

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

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

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

The state of emergency must be declared:

- in response to a situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise; or
- as provided for by relevant governing legislation, but does not include any subsequent statutory declaration(s) that may be issued relating to the same event.

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

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

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

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

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

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

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

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



