



Technology Insurance Company, Inc.
An AmTrust Financial Company
1145 Nicholson Road, Unit 2, Newmarket, Ontario L3Y 9C3
888-218-1070

Event Protection Insurance

This policy contains a clause that may limit the amount(s) payable.

INSURING AGREEMENT

Technology Insurance Company, Inc., herein referred to as the **Company**, will pay **you** (any reference to “**you**” or “**your**” in this policy refers to the insured(s) named on the Confirmation of Coverage page) the insurance benefits described in this policy. This policy and attached endorsement or riders, if any, are issued in consideration of payment of the initial premium. Please refer to the accompanying Confirmation of Coverage. It provides **you** with specific information about the plan **you** purchased. Please contact **us** immediately if **you** believe that the Confirmation of Coverage is incorrect.

RENEWAL CONDITIONS

This policy is issued for a single term, as stated in the Confirmation of Coverage, and is non-renewable.

FREE LOOK

If **you** are not satisfied with this policy, **you** have ten (10) days from the Effective Date (unless otherwise required by applicable law) to request a full refund of any premiums paid, as long as **you** have not already used, transferred or resold **your ticket** or filed a claim. The policy will be cancelled as of the Purchase Date, as stated in the Confirmation of Coverage, and there will be no coverage afforded.

PLEASE READ THIS POLICY CAREFULLY FOR FULL DETAILS

This policy is a legal contract. The entire contract consists of this policy; any endorsements or riders attached to it; and the Confirmation of Coverage. Bolded words are defined terms. Please see the Definitions section.

This policy is governed by the laws of the Province or Territory of **your** primary residence (including any applicable federal laws of Canada), and any disputes under this policy will be settled in accordance with the laws of such Province or Territory, and any applicable federal laws of Canada.

Signed for the Company

Colleen Anne Sexsmith, 1145 Nicholson Road
Unit 2 Newmarket, Ontario, L3Y 9C3, **in her capacity**
as Chief Agent of the Company.

For the purposes of the *Insurance Companies Act (Canada)*, this policy was issued in the course of the Company's insurance business in Canada.



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Part I. EFFECTIVE DATE

Coverage begins at 12:01am at **your** location on the day after Purchase Date, indicated on the Confirmation of Coverage, provided that all applicable premium has been paid. **We** reserve the right to reject any requests.

Part II. TERMINATION DATE

Coverage ends upon completion of the entire **event**, when a loss occurs that requires cancellation of the entire **event** or when a loss for interruption occurs after the **event** has begun and continuing through the remaining portion of the **event**, whichever is earliest.

Part III. DEFINITIONS

Active military duty means currently serving in the Canadian Armed Forces on a full-time basis. **Active military duty** includes reserve members that are called into active duty, this does not include foreseeable or routine duties.

Companion means a person who:

1. Possesses a **ticket** to the same **event(s)** or venue as **you**; and
2. Intends to use the **ticket** with **you**.

Coverage period means the time during which benefits are payable, beginning on the Effective Date and ending on the Termination Date.

Epidemic means a fast-spreading, contagious, or infectious disease or **illness**, occurring in a designated place and time, as documented by a recognized public health authority (including but not limited to the Public Health Agency of Canada or similar agency).

Event means a scheduled activity, which requires a fee to attend, on a specific day(s) and time(s).

Family member means **your immediate family member**; in-laws (son, daughter, brother or sister); aunt; uncle; niece; nephew; or an employed caregiver who lives with **you**.

Financial default means a complete suspension of operations due to financial circumstances whether or not a bankruptcy petition is filed.

Illness means a sickness, infirmity or disease that causes a loss. **Illness** includes but not limited to testing positive for COVID and confirmed by a PCR or similar test completed by a medical facility.



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Immediate family member means **your** spouse (by marriage, common-law, or civil union) or **your** domestic partner; parent; child(ren), including children who are, or are in the process of becoming adopted; siblings; grandparent or grandchild(ren); stepparent; stepchild; stepsibling; legal guardian; ward; in-laws (father or mother), aunt, uncle, or first cousins.

Injury means bodily harm caused directly by an accident sustained, independent of all other causes.

Mechanical breakdown means a mechanical issue which prevents the vehicle from being driven. **Mechanical breakdown** does not include running out of gas or failure to perform routine maintenance.

Pandemic means an **epidemic** that has affected an unusually large number of people or involves an extensive geographic area, as documented by a recognized public health authority (including but not limited to the Public Health Agency of Canada or similar agency).

Physician means a person who is licensed and legally entitled to practice medicine in the applicable field for which services are delivered. A **physician** may not be **you**, a **companion**, or a **family member**.

Refund means any cash, credits, recoveries, reimbursements, or vouchers **you** receive or are entitled to receive.

Single-Day Ticket means an admission ticket to an event for a specific day and time.

Terrorist act means the unsanctioned and illegal use of force which causes destruction of property, **injury**, or death by an individual or group for the express or implied purpose of achieving a political, ethnic, or religious goal, as recognized by the Canada Department of National Defence. **Terrorist acts** do not include general civil protest, unrest, rioting, or an act of war.

Ticket means a fee, including any service, handling, and parking fees, paid at the time of the original **event** purchase to attend an **event** on a specific day and time.

Travel carrier means a company licensed to commercially transport public passengers between cities for a fee by land, water, or air. It does not include:

1. Rental vehicle companies;
2. Private, chartered, or non-commercial transportation carriers; or
3. Local, commuter, or other urban transit system carriers (such as commuter rail, city bus, subway, ferry, taxi, livery, or other such carriers).

Uninhabitable means a natural disaster, fire, flood, burglary or vandalism causes enough damage to make a reasonable person find their home or other accommodation unfit for use.

Urgent home repair means an immediate repair that, unless completed, is likely to result in severe damage.

We, Us, Company or **Our** means Technology Insurance Company, Inc.

Weather emergency means:



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1. the municipal, provincial, or federal government or Environment and Climate Change Canada, or a division thereof, issues an advisory against travel as a result of rain, snow or wind; or
2. A "state of emergency" due to weather is declared by the foreign, federal, provincial, territorial or municipal government.

You or **your** means the person who has paid for the **event**, purchased this insurance, and will be participating or attending the **event** indicated on the Confirmation of Coverage.

Part IV. DESCRIPTION OF BENEFITS

The following insurance benefits are designed to protect against situations or losses that result from sudden and unexpected conditions or occurrences. The benefits do not cover reasonably foreseeable conditions or occurrences on the date of purchase of this policy.

A. TICKET CANCELLATION PROTECTION

Ticket Cancellation Protection reimburses **you** if **you** are unable to use **your ticket(s)** due to one or more of the following covered reasons.

I. Sickness, Injury, Death

- Any serious **injury** or any unforeseeable serious **illness** (including but not limited to testing positive for COVID) occurring to **you** or a **companion** which results in **you** or a **companion** being unable to attend the **event** for which the **ticket** is purchased. **You** or the **companion** must be examined by a **physician** and the **physician** must advise **you** or the **companion** not to attend the **event**.
- Any serious **injury** or any unforeseeable serious **illness** occurring to **your immediate family member** that is considered life threatening or requiring hospitalization or which requires **you** to provide primary care to that person. **Your immediate family member** must be examined by a **physician**, resulting in **you** not being able to attend the **event**.
- **Your** death prior to the **event**.
- The death of a **family member** or **companion** within thirty (30) days prior to the **event**.
- **You** or **your companion** have been advised by a **physician**, due to complications of pregnancy, that **You** or **your companion** are unable to attend the **event** for which the **ticket** is purchased. The advice to not attend the **event** by a **physician** must occur after the effective date of coverage.
- **You** will be attending an **immediate family member's** childbirth at the time the **event**.

II. Weather, Natural Disasters, Man-Made Disasters

- Severe weather conditions which result in **your** inability to attend the **event**. **You** must be unable to reach the **event** by car or **travel carrier**. This does not include weather such as heavy snowfall with roads open, ice on roads, or abnormally heavy rain, unless the intervention of authorities is involved. If the **event** is cancelled due to weather, **you** will not qualify for coverage under this peril.
- **You** are unable to attend the **event** due to a **weather emergency** within twenty-four (24) hours of the **event** and the **event** is not cancelled by the venue.

III. Traveling to the Event

- **You** or a **companion** being directly involved in a traffic accident within forty-eight (48) hours of the **event** that causes damage to **your** or a **companion's** vehicle which creates an immediate need for repair to ensure the safe operation of the vehicle.



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- **You** or a **companions** automobile having a **mechanical breakdown** within forty-eight (48) hours of the **event** which results in the vehicle being unable to be driven to the **event**.
- **You**, a **companion**, or an **immediate family member**, are directly or indirectly involved in a traffic accident enroute to departure on a **travel carrier** resulting in missing transportation to the **event**, provided that the transportation was scheduled to depart no more than forty-eight (48) hours prior to the **event**, and the **travel carrier** was unable to provide accommodations on later transportation which would arrive in time to attend the **event**.
- Theft of **your** automobile within forty-eight (48) hours of the **event** that results in **your** inability to attend the **event**.

IV. Failure of Travel Carrier

- **You** or a **companion** not arriving at the venue due to a delay by the **travel carrier** used for transportation.

V. Work Related

- **You**, a **companion**, or an **immediate family member**, who are on **active military duty**, having their personal time off status changed, except for disciplinary reasons, which prevents **you** from attending the **event**.
- **You** are required to travel for work-related purposes, which would not allow **you** to attend the **event**. To receive benefits, **you** must provide proof of the conflict that occurred after the Effective Date, in the form of a receipt for travel booked after the Effective Date. Self-employed workers, interns, volunteer workers, or any other unpaid workers do not qualify for coverage under this peril.
- During the **coverage period**, **You** or **your** spouse are notified and are permanently relocated by **your** or **your** spouse's current employer to a location that is at least one hundred and sixty (160) kilometres from **your** primary residence.
- **You** or a **companion**, after having been with the same employer for at least twelve (12) continuous months, are terminated or laid off, through no fault of **your** or a **companion's** own, after the effective date of coverage. Self-employed workers, volunteer workers, or any other unpaid workers do not qualify for coverage under this peril.

VI. All Other

- **Your** home being made **uninhabitable** by fire, flood, burglary, vandalism, or natural disasters.
- **You** are unable to attend the **event** because an unforeseeable **urgent home repair** is scheduled to occur within twelve (12) hours of the **event** and **you** are required to be present during the repair.
- **You** being required to serve on a jury or served with a court order or subpoena which requires **your** appearance in court on the day of the **event**, and which prevents **you** from attending the **event**. This covered reason does not apply if **you** are a legal professional acting in the capacity of that profession.
- **You** or a **companion's tickets** being stolen, provided that the venue or promoter cannot reissue stolen tickets.

What the Company will Pay

The Company will reimburse **you** the non-refundable **ticket** cost, less any **refunds**, up to the limits specified on **your** Confirmation of Coverage.



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Part V. GENERAL EXCLUSIONS

No coverage is provided for any loss arising directly or indirectly out of or as a result of the following:

1. **You** are medically unable to attend the **event** at the time you purchase **your** ticket(s) or the effective date;
2. intentionally self-inflicted harm, suicide or attempted suicide by **you, your companion, or family member**;
3. **You, your companion** are advised by a **physician** to not attend an event prior to the effective date of coverage.
4. mental or nervous health disorders, including but not limited to: Alzheimer's, anxiety, dementia, depression, neurosis or psychosis; or physical complications related thereto of **you, your companion or your family member**;
5. alcohol or substance abuse; or conditions or physical complications related thereto of **you, your companion or your family member**;
6. war (whether declared or undeclared), acts of war, military duty (unless specifically covered), civil disorder, or unrest;
7. operating or learning to operate any aircraft as pilot or crew;
8. nuclear reaction, radiation or radioactive contamination;
9. natural disasters (unless specifically covered in Part IV);
10. **terrorist acts** (unless specifically covered in Part IV);
11. **financial default** (unless specifically covered in Part IV);
12. epidemic or pandemic (unless specifically covered in Part IV);
13. pollution or threat of pollutant release;
14. any unlawful acts committed by **you, your companion or your family member**, whether they are insured or not;
15. **you, your companion**:
 - a. making changes to personal plans; or
 - b. having a business or contractual obligation (unless specifically covered).
16. the **event** being cancelled by the venue or promoter for any reason (including bad weather) unless as covered herein;
17. prohibition or regulation by any government, including economic or trade sanctions (including sanctions or prohibitions under United Nations resolutions, or the laws, regulations of the European Union, United Kingdom, United States of America or Canada);
18. lost or stolen **tickets** (unless specifically covered); or
19. any expected or foreseeable occurrences.

Part VI. CLAIMS PROVISIONS

The following provisions apply to all benefits.

NOTICE OF CLAIM: Written notice of claim must be given by either **you**; someone acting on **your** behalf (where **you** are absent or unable to give such notice and the absence or notice is satisfactorily accounted for); or by a person to whom any part of a claim is payable, if **you** refuse to provide us with such notice or **you** are absent or unable to provide such notice (and the absence or notice is satisfactorily accounted for) (herein referred to as the



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“Claimant”) to **our** designated representative or **us** within thirty (30) days after a covered reason first begins or as soon as reasonably possible. Notice must include **your** name and the policy number.

CLAIM FORMS: When **our** designated representative or **we** receive a notice of claim, one of **us** will send **you** the forms to be used in filing proof of claim.

PROOF OF LOSS: The Claimant must send **our** designated representative or **us** written Proof of Loss as soon as practicable after a loss covered by this policy. Proof of Loss shall include documentary evidence **our** designated representative or **we** may reasonably request that proves your claim under this policy.

TIME OF PAYMENT OF CLAIMS: Benefits for loss covered by this policy will be paid within thirty (30) days from the date **our** designated representative or **we** receive proper written proof of such loss acceptable to **us**.

PAYMENT OF CLAIMS: Upon receipt of an acceptable written Proof of Loss, payments for all losses will be made to (or on behalf of, if applicable) **you**, if living, otherwise to **your** estate. If any payee is a minor or is not competent to give a valid release for the payment, the payment will be made to the legal guardian of the payee’s property.

If the payee has no legal guardian for his property, **we** will make all payments in compliance with applicable laws in Canada, except that a payment not exceeding the limits indicated on the Confirmation of Coverage, at **our** option, to any relative by blood or connection by marriage of the payee, who has assumed the custody and support of the minor or responsibility for the incompetent person’s affairs.

The applicable benefit amount will be reduced by the amount of benefits, if any, previously paid by other insurance policies for the same loss. Any payment **we** make in good faith fully discharges liability to the extent of the payment made.

Part VII. GENERAL PROVISIONS

CONFORMITY WITH APPLICABLE LAWS: Any provision of this policy that is in conflict on this policy’s Effective Date with the provincial, territorial, or federal laws of Canada applicable to this policy as of the Effective Date is amended to conform to the minimum requirements of such applicable laws.

ENTIRE CONTRACT/CHANGES: This policy and any endorsements attached to it constitutes the entire contract between **you** and **us**. No change in this policy shall be valid unless approved by **us** and unless such change is endorsed or attached to this policy. No agent has authority to change this policy or to waive any of its provisions. **We** may also, upon thirty-one (31) days written notice to **you**, change or modify the provisions of this policy to comply with any applicable laws, regulations, guidance or rules.

MISREPRESENTATION AND FRAUD: There is no coverage for benefits under this policy if **you** intentionally concealed or misrepresented any material fact or material circumstance or committed fraud relating to this policy or any claim.

OTHER INSURANCE WITH THIS COMPANY: For each **event**, **you** may be covered under only one policy with **us**. We will terminate the other policy and refund the premium paid.

TRANSFER: This policy and any endorsements attached may not be transferred to another individual.



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SUBROGATION: To the extent **we** pay for a loss suffered by **you**, **we** will take over the rights and remedies **you** have relating to the loss. This is known as subrogation. **You** must help **us** to preserve **our** rights against those responsible for the loss. This may involve signing any papers and taking any other steps **we** may reasonably require. If **we** take over **your** rights, **you** (or **your** designated representative, if a minor) must sign an appropriate subrogation form supplied by **us**. **We** will not retain any payments until **you** have been made whole with regard to any claim payable under the policy. If **we** pay or reimburse **you** for a loss under this policy for which **we** believe a third party is liable and **you** recover payment from the third party, **you** must refund to **us** the lesser of the amount **we** paid or the amount equal to the sum received from the third party for such loss or expense.

WAIVER: **Our** failure to strictly enforce **our** rights under this policy at any time or under any circumstance shall not constitute a waiver of such rights by the **us** at any time under the same or different circumstances

CURRENCY: All benefits under this policy will be paid in Canadian dollars, and all premiums under this policy will be paid in Canadian dollars.

Part VIII. STATUTORY CONDITIONS

Notwithstanding any other term, condition, or provision contained in this policy, the statutory conditions from the provincial and territorial laws applicable to this policy shall apply.

STATUTORY CONDITIONS APPLICABLE IN BRITISH COLUMBIA, ALBERTA AND MANITOBA

A. Misrepresentation

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

B. Property of Others

The Company 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.

C. Change of Interest

The Company 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.

D. Material Change

1. The insured must promptly give notice in writing to the Company 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 the Company 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 the Company or its agent is notified of a change under subparagraph (1) of this condition, the Company may
 - (a) terminate the contract in accordance with Statutory Condition 5, or



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(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 Company 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.

E. Termination

1. The contract may be terminated
 - (a) by the Company giving to the insured 15 days' notice of termination by registered or recorded 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 Company,
 - (a) the Company 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 Company 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 or recorded letter or notification of it is delivered to the insured's postal address.

F. Requirements After Loss

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 Company,
 - (b) deliver as soon as practicable to the Company 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 Company, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and
 - (d) if required by the Company and if practicable,
 - i. produce books of account and inventory lists,



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- 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.

F. Fraud

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.

G. Who May Give Notice and Proof

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.

H. Salvage

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 Company 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.

I. Entry, Control, Abandonment

After loss or damage to insured property, the Company 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 Company is not entitled to the control or possession of the insured property, and
- ii. without the Company's consent, there can be no abandonment to it of the insured property.

J. In case of disagreement

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 Company.

K. When Loss Payable

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 Company.



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L. Replacement

1. Unless a dispute resolution process has been initiated, the Company, 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 Company gives notice under subparagraph (1) of this condition, the Company 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.

M. Notice

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

STATUTORY CONDITIONS APPLICABLE TO PROVINCES AND TERRITORIES OTHER THAN BRITISH COLUMBIA, ALBERTA AND MANITOBA

G. Misrepresentation

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

H. Property of Others

Unless otherwise specifically stated in this Policy, the Company is not liable for loss or damage to property owned by any person other than the insured, unless the interest of the insured therein is stated in this Policy.

I. Change of Interest

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

J. Material Change

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

K. Termination

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



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(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 Policy is terminated by the insured, the Company shall refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.
4. The refund may be made by money, postal or express company money order or cheque payable at par.
5. The fifteen days mentioned in subclause (1) (a) 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.

L. 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 this Policy, in addition to observing the requirements of conditions I, J, and K,
 - (a) forthwith give notice thereof in writing to the Company;
 - (b) deliver as soon as practicable to the Company a proof of loss verified by a statutory declaration,
 - (i) giving a complete inventory of the destroyed and damaged property and showing in detail quantities, costs, actual cash value and particulars of amount of loss claimed,
 - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
 - (iii) stating that the loss did not occur through any 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 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 this Policy,
 - (vii) showing the place where the property insured was at the time of loss;
 - (b) if required, give a complete inventory of undamaged property and showing in detail quantities, cost, actual cash value;
 - (c) if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other contract.
2. The evidence furnished under subclauses (1)(c) and 1(d) of this condition shall not be considered proofs of loss within the meaning of conditions L and M.

N. 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.

O. Who May Give Notice and Proof

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

P. Salvage

1. The insured, in the event of any loss or damage to any property insured under this Policy, shall take all reasonable steps to prevent further damage to such property so damaged and to prevent damage to other



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property insured hereunder including, if necessary, its removal to prevent damage or further damage thereto.

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

Q. Entry, Control, Abandonment

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

R. Appraisal

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

S. When Loss Payable

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

T. Replacement

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

U. Action

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

** is two years in Yukon, Nunavut and Northwest Territories, and is not an applicable condition in the Provinces of Alberta, British Columbia, Saskatchewan, or to any contract other than hail insurance in the Province of Manitoba.

V. Notice

Any written notice to the Company may be delivered at, or sent by registered mail to, the chief agency or head office of the Company in the Province. Written notice may be given to the insured named in this Policy 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 Company. In this condition, the expression "registered" means registered in or outside Canada.