GROUP TENANT PROGRAM
CERTIFICATE DECLARATIONS PAGE PAGE

Certificate No.:	**Group Policy No.:**
WNTP0526-WALNUT.12345678	WNTP0526-WALNUT

Certificateholder:	John Doe
Mailing Address:	123 Example Street, Toronto, ON M1M 1M1
Policy Period:	From May 3, 2026 to continuous until cancelled 12:01 a.m. standard time at the mailing address shown above
Broker:	2678562 Ontario Inc. o/a Walnut Brokers
Broker Address:	713 Oshawa Blvd N Oshawa, ON L1G 5V1

Insured Location (If different than mailing address):

TOTAL PREMIUM	**$27.50/monthly term**
MINIMUM RETAINED PREMIUM	**$20.50**

These Declarations and the Certificate together with Certificate Conditions, forms, riders and endorsements, if any, shall constitute the entire contract between the **Certificateholder** and Trisura Guarantee Insurance Company.

In witness whereof, Trisura Guarantee Insurance Company has caused this Certificate to be signed by its authorized officer.

TRISURA GUARANTEE INSURANCE COMPANY

Richard W. Grant
President & CEO

This certificate contains a clause that may limit the amount payable

COVERAGES

Certificate No.: WNTP0526-WALNUT.12345678

Insurance provided subject to the Declarations, Terms, and Conditions of the Certificate and its forms only for the coverages for which specific forms are attached and for which specific Limit of Insurance is shown hereunder.

Coverage	Deductible	Limits of Insurance
Bodily Injury Liability	N/A	$1,000,000 per occurrence
Property Damage Liability	N/A	$1,000,000 per occurrence
Voluntary Medical Payments	N/A	$10,000 per occurrence
Voluntary Payment for Damage to Property	N/A	$1,000 per occurrence
Optional Endorsements:		
Limited Personal Property Coverage Endorsement	$500 per certificate, per occurrence	$25,000 per certificate, per occurrence
Animal Liability Special Limit Endorsement	N/A	$100,000 per occurrence
Biohazard Clean-Up Endorsement	N/A	$2,000 per occurrence

Below is the list of the forms that together shall constitute the entire contract between the **Certificateholder** and Trisura Guarantee Insurance Company.

TRSPE.T03.001 (02/26) – Certificate of Insurance – Group Tenant Program
TRSPE.T04.001 (03/26) – Limited Personal Property Coverage Endorsement
TRSPE.T05.001 (03/26) – Cancellation Provision Amendment Endorsement
TRSPE.T06.001 (03/26) – Animal Liability Special Limit Endorsement
TRSPE.T07.001 (03/26) – Biohazard Clean-Up Endorsement
TRSPE.T08.001 (07/25) – Statutory Conditions

TRISURA

CERTIFICATE OF INSURANCE – GROUP TENANT PROGRAM

We encourage **You** to read this and all attached documents carefully. For the applicable limits of insurance, refer to the Declarations Page.

Your certificate consists of this form, the Declarations Page which contains information that is unique to **Your** insurance certificate and which indicates the coverages **You** have purchased, and any other forms described on the Declarations Page. **Your** certificate contains various conditions, exclusions and limitations which eliminate or restrict coverage.

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

This certificate applies to **Your** legal liability for unintentional **Bodily Injury** to others or damage to their property arising out of the **Insured Location** or **Your** personal actions. It also includes voluntary medical payments and voluntary payments for damage to property.

We will provide insurance described in this certificate in return for the premium and **Your** compliance with all provisions of this Certificate including endorsements.

SECTION I – DEFINITIONS

Words and expressions in **bold type** are defined in this section. Note that the endorsements may include their own definitions.

1. **Bodily injury** means bodily injury, sickness or disease or resulting death.

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

3. **Compensatory Damages** means damages due or awarded in payment for actual injury or economic loss. **Compensatory Damages** does not include punitive or exemplary damages or the multiple portion of any multiplied damage award.

4. **Computer Systems** means any computer, hardware, software, communications system, electronic device (including but not limited to smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

5. **Cyber Act** means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

6. **Cyber Incident** means:

   a. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
   b. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

7. **Certificateholder** means **You** and:

   a. The following resident(s) of **Your** household:

      (1) **Your** spouse;
      (2) **Your** relatives; and
      (3) any other person under the age of 21 who is in the care of any person named in this subsection 6.a.

   b. If the entity named on the Declarations Page is a business entity, **Certificateholder** means any person while residing at the **Insured Location** with the permission of the **Certificateholder**.

8. **Domestic Water Container** means a device or apparatus for containing, heating or chilling water for personal use, it does not include a plumbing, heating, cooling, sprinkler or air conditioning system.

9. **Group Policyholder** means the person or entity named as the Group Policyholder on the Group Policy Declarations Page and to whom the Group Policy was issued.

10. **Insured Location** means the building described on the Declarations Page where **You** reside including any storage unit or enclosed and secured garage furnished for **Your** exclusive residential use, and including any common areas within said building**.**

11. **Personal Injury** means injury, other than **Bodily Injury**, arising out of one or more of the following acts:

    a. false arrest, detention or imprisonment;
    b. malicious prosecution;
    c. wrongful eviction of a person from premises that the person occupies;
    d. oral or written publication of material that slanders or libels a person or organization;
    e. oral or written publication of material that violates a person's right of privacy.

12. **Pollutants** means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.

13. **Property Damage** means:

    a. physical damage to, or destruction of, tangible property; or
    b. loss of use of tangible property.

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

15. **Water Damage** means damage caused by**:**

    a. the sudden and accidental escape of water or steam from within a plumbing, heating, cooling, sprinkler or air conditioning system or **Domestic Water Container**, which is located inside the **Insured Location**;
    b. the sudden and accidental escape of water from a **Domestic Water Container** which is located outside the **Insured Location** but such damage is not covered when the escape of water is caused by freezing;
    c. the sudden and accidental escape of water from a **Watermain**; or
    d. water which enters the **Insured Location** through an opening which has been created suddenly and accidentally by an insured peril.

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

17. **We** or **Us** or **Our** means Trisura Guarantee Insurance Company.

18. **You** or **Your** in this certificate refers to the **Certificateholder**.

SECTION II – LIABILITY COVERAGES

This is the part of the certificate **You** look to for protection if **You** are sued.

This certificate applies only to **Bodily Injury** or **Property Damage** to others:

1. caused by an accident or occurrence;
2. occurring while this certificate is in effect; and;
3. occurring on the **Insured Location**.

All **Bodily Injury** or **Property Damage** resulting from any one accident or occurrence, including continuous or repeated exposure to the same harmful conditions, shall be considered to be the result of one event.

COVERAGE E. PERSONAL LIABILITY

1. Insuring Agreement

a. **We** will pay all sums which **You** become legally liable to pay as **Compensatory Damages** because of unintentional **Bodily Injury** or **Property Damage** arising out of:

(1) **Your** personal actions; or
(2) **Your** ownership, maintenance, use or occupancy of the **Insured Location**.

b. The limit of insurance shown on the Declarations Page for **Bodily Injury** or **Property Damage**, respectively, is the maximum amount **We** will pay for all **Compensatory Damages** in respect of one accident or occurrence for **Bodily Injury** or **Property Damage**, respectively, regardless of the number of **Certificateholders** against whom claims are made or actions are brought. The Bodily Injury Limit of Insurance applies only to claims for **Bodily Injury** and the Property Damage Limit of Insurance applies only to claims for **Property Damage**. If a claim arises in which both limits of insurance could apply, the limits of insurance do not apply concurrently and only the greater applicable limit of insurance will be available.

c. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided under SECTION II – LIABILITY COVERAGES, COVERAGE F. VOLUNTARY MEDICAL PAYMENTS or COVERAGE G. VOLUNTARY PAYMENT FOR DAMAGE TO PROPERTY.

d. Defense, costs and supplementary expense payments as described under SECTION II – LIABILITY COVERAGES, COVERAGE E. PERSONAL LIABILITY, 3. Defense, Settlement, Supplementary Payments are in addition to the limit of insurance.

2. Exclusions

We do not insure claims made against **You** arising out of:

(1) **Bodily Injury** or **Property Damage** arising out of any contract or agreement. However, this exclusion does not apply to written contracts that directly relate to the ownership, maintenance or use of a premises, unless excluded elsewhere in this certificate;
(2) damage to property **You** own;
(3) damage to property used, occupied, leased or rented by or in the care, custody or control of a **Certificateholder**, except for unintentional **Property Damage** to property others own, or their contents, which **You** are using, renting or have in **Your** care, custody or control caused by fire, explosion, **Water Damage** or smoke. This means smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the **Insured Location**, but not smoke from fireplaces;
(4) damage to personal property or fixtures as a result of work done on them by **You** or anyone on **Your** behalf;
(5) **Bodily Injury** to **You** or to any person residing in **Your** household; or
(6) the personal actions of a named **Certificateholder** who does not reside on the **Insured Location** described on the Declarations Page.

There are other exclusions that apply to all Coverages under SECTION II – LIABILITY COVERAGES, COMMON EXCLUSIONS – COVERAGES E, F & G, below.

3. Defense, Settlement, Supplementary Payments

a. Defense & Settlement

If a claim is made against **You** for which **You** are insured under SECTION II – LIABILITY COVERAGES, COVERAGE E. PERSONAL LIABILITY, **We** will defend **You** even if the claim is groundless, false or fraudulent. **We** reserve the right to select legal counsel, investigate, negotiate and settle any claim if **We** decide this is appropriate. **We** will pay only for the legal counsel **We** select. **Our** right and duty to defend ends when **We** have exhausted the applicable limit of insurance in the payment of judgements or settlements.

b. Supplementary Payments

We will also pay:

(1) all expenses which **We** incur;
(2) all costs charged against **You** in any suit insured under SECTION II – LIABILITY COVERAGES, COVERAGE E. PERSONAL LIABILITY;
(3) any interest accruing after judgment on that part of the judgment which is within the limit of insurance of SECTION II – LIABILITY COVERAGES, COVERAGE E. PERSONAL LIABILITY;
(4) premiums for appeal bonds required in any insured lawsuit involving **You** and bonds to release any property that is being held as security, up to the limit of insurance of SECTION II – LIABILITY COVERAGES, COVERAGE E. PERSONAL LIABILITY, but **We** are not obligated to apply for or provide these bonds;
(5) expenses which **You** have incurred for emergency medical or surgical treatment to others following an accident or occurrence insured by this form up to $250 per accident or occurrence;
(6) pre-judgement interest awarded against **You** on that part of the judgment **We** pay. If **We** make an offer to pay the applicable limit of insurance, **We** will not pay any pre-judgement interest based on that period of time after the offer; and
(7) reasonable expenses including actual loss of income up to $100 per day, which **You** incur at **Our** request.

COVERAGE F. VOLUNTARY MEDICAL PAYMENTS

1. Insuring Agreement

a. **We** will pay reasonable medical expenses incurred within one year of the date of the accident, if **You** unintentionally injure another person or if they are accidentally injured on the **Insured Location**. Medical expenses include surgical, dental, hospital, nursing, ambulance service and funeral expenses.

b. Payment under this coverage is not an admission of liability by any **Certificateholder** or by **Us**.

c. The limit of insurance shown on the Declarations Page is the maximum amount **We** will pay for each person in respect of one accident or occurrence.

2. Exclusions

We will not pay:

(1) expenses covered by any medical, dental, surgical or hospitalization plan or law, or under any other insurance contract;
(2) **Your** medical expenses or those of persons residing with **You**;
(3) medical expenses of any person covered by any Worker's Compensation Statute;
(4) medical expenses of any person who is a tenant or an employee of a tenant of any **Certificateholder**;
(5) medical expenses to any person to whom the **Certificateholder** is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

There are other exclusions that apply to all Coverages under SECTION II – LIABILITY COVERAGES, COMMON EXCLUSIONS – COVERAGES E, F & G, below.

3. Duties of an Injured Person

The injured person or someone acting on behalf of the injured person shall:

(1) Give **Us** written proof of claim as soon as reasonable.
(2) Execute authorization to allow **Us** to obtain copies of medical reports and records.
(3) Submit to physical examination by a physician selected by **Us** when and as often as **We** reasonably require.

COVERAGE G. VOLUNTARY PAYMENT FOR DAMAGE TO PROPERTY

1. Insuring Agreement

We will pay for unintentional direct damage **You** cause to property even though **You** are not legally liable. **You** may also use this coverage to reimburse others for direct **Property Damage** caused intentionally by a **Certificateholder**, 12 years of age or under.

2. Exclusions

We do not insure:

(1) damage to property arising out of any waterbed owned or used by the **Certificateholder**;
(2) damage to property owned by, rented to, occupied by, used by or in the care, custody or control of any **Certificateholder**, any **Certificateholder's** tenant or any resident of **Your** household; or
(3) claims resulting from the loss of use, disappearance or theft of property.

There are other exclusions that apply to all Coverages under SECTION II – LIABILITY COVERAGES, COMMON EXCLUSIONS – COVERAGES E, F & G, below.

3. <u>Basis of Claim Payment</u>

a. **We** will pay whichever is the lower amount of:

(1) what it would cost to repair or replace the property with materials of similar quality at the time of loss; or
(2) $1,000, which is the limit of insurance per occurrence under this coverage.

b. **We** may pay for the loss or may repair or replace the property, and may settle any claim for loss of property either with **You** or the owner of the property. **We** may take over any salvage if **We** wish.

COMMON EXCLUSIONS – COVERAGES E, F & G

We do not insure:

1. claims arising out of **Bodily Injury** or **Property Damage** arising out of nuclear reaction or nuclear radiation or radioactive contamination all whether controlled or uncontrolled or however caused, or due to any consequence of any of these;

2. claims arising out of **Business** pursuits or any **Business** use of the **Insured Location**;

3. claims arising out of the rendering or failure to render any professional service;

4. claims arising out of liability imposed upon or assumed by **You** under any Workers' Compensation Statute;

5. claims arising out of **Bodily Injury** or **Property Damage** caused by any intentional or criminal act or failure to act by:

   a. any person insured by this certificate; or
   b. any other person at the direction of any person insured by this certificate;

6. claims arising out of:

   a. sexual, physical, psychological or emotional abuse, assault, molestation or harassment, including corporal punishment by, at the direction of, or with the knowledge of any person insured by this certificate; or
   b. failure of any person insured by this certificate to take steps to prevent sexual, physical, psychological or emotion abuse, assault, molestation or harassment or corporal punishment;

7. claims arising out of any communicable disease;

8. claims arising out of the ownership, maintenance, use or operation of any watercraft, motorized vehicle or trailer;

9. claims arising out of the ownership, maintenance, use or operation of:

   a. any aircraft and their equipment, including scale models and drones; or
   b. premises used as an airport or landing facility;

10. claims arising out of any **Cyber Act** or **Cyber Incident**;

11. claims arising directly or indirectly, in whole or in part, out of **Terrorism** or out of any activity or decision of a government agency or other entity to prevent, respond to or terminate **Terrorism**. This exclusion applies regardless

of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the claim;

12. claims arising out of the discharge, dispersal, release or escape of residential heating oil;

13. claims arising out of the distribution or display, or threat of distribution or display, of any type of information via a website, the internet, a social network, social media or application, an intranet or extranet or any similar platform, device or system designed or intended for electronic communication;

14. claims arising out of:

    a. libel, slander or of other defamatory or disparaging material; or
    b. a publication or utterance which violates an individual's rights of privacy;

15. claims arising directly or indirectly out of improper waste disposal;

16. claims arising out of the presence of or the actual, alleged or threatened release, discharge, escape, dispersal, seepage or migration of **Pollutants**. This exclusion does not apply to **Bodily Injury** or **Property Damage** caused by heat, smoke or fumes from a hostile fire. As used in this exclusion a hostile fire is one which is unintended, breaks out from where it was intended to be, or becomes uncontrollable.

17. any loss, cost or expense arising out of any governmental direction or request that requires any **Certificateholder** test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize **Pollutants**;

18. claims arising out of any premises owned by or rented to any **Certificateholder** which is not an **Insured Location**;

19. **Property Damage** to any **Insured Location You** have sub-let, given away or abandoned if the **Property Damage** arises out of any part of that **Insured Location**;

20. **Bodily Injury** or **Property Damage** to any **Certificateholder** and to others caused by or resulting from mold, mildew or other fungi. There is no coverage for any loss or damage involving in any way the actual or potential presence of mold, mildew or other fungi and their secretions of any kind whatsoever, whether occurring independently or if directly or indirectly caused by or resulting from a covered occurrence.

    We will not pay for any loss, cost or expense that **You** may incur in testing for, monitoring, removing, treating, or in any way responding to the actual, potential, alleged or threatened presence of mold, mildew or fungi of any kind whatsoever. **We** do not cover any loss consisting of, caused by, contributed to, or aggravated by mold, mildew or other fungi.

21. any liability arising out of or prohibited by economic or trade sanctions, including any sanctions or prohibitions under United Nations resolutions, or the laws, regulations of the European Union, United Kingdom, United States of America or Canada.

    We will not defend or indemnify **You** or any person insured by the certificate with respect to any claim or lawsuit seeking such damages;

22. claims arising out of or in connection with any home day care service;

23. **Bodily Injury** or **Property Damage** arising out of any legal action brought against the **Certificateholder** for violation of any local, provincial, territorial, or federal laws;

24. **Personal Injury**;

25. any obligation of the **Certificateholder** for any loss assessment charged against **You** as a member of an association, corporation or community of property owners;

26. **Bodily Injury** to:

    a. an employee of any **Certificateholder** arising out of and in the course of employment by any **Certificateholder**; and;
    b. the spouse, child, parent, brother or sister of an employee as a consequence of an injury to that employee.

This exclusion applies whether or not any **Certificateholder** may be liable as an employer or in any other capacity. It also applies to any obligation to share damages with or repay someone else who must pay damages because of the injury; and

27. claims arising out of war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military power. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the claim.

SECTION III – GENERAL TERMS AND CONDITIONS

If any portion of these conditions are found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect.

1. Bankruptcy

   Bankruptcy or insolvency of any **Certificateholder** or any **Certificateholder**'s estate will not relieve **Us** of **Our** obligations hereunder.

2. Liberalization Clause

   If **We** make a change which broadens coverage under this edition of **Our** certificate without additional premium charge, that change will automatically apply to **Your** insurance as of the date **We** implement the change in this certificate, provided that this implementation date falls within 60 days prior to or during the certificate term stated on the Declarations Page.

3. Waiver or Change of Provisions

   A waiver or change of any provision of this certificate must be agreed to in writing by **Us** to be valid.

4. Duties in the Event of Accident, Occurrence, Claim or Lawsuit

   a. **You** must notify **Us** in writing, as soon as practicable, of an accident or occurrence, regardless of the amount, which may result in a claim. To the extent possible, notice should include:

      (1) how, when and where the accident or occurrence took place;
      (2) the names and addresses of any injured persons, witnesses and potential claimants, as applicable; and
      (3) the nature and location of any injury or damage arising out of the accident or occurrence.

      Notice of an accident or occurrence is not notice of a claim or lawsuit.

   b. If a claim is made or lawsuit is brought against any **Certificateholder**, **You** must:

      (1) immediately record the specifics of the claim or lawsuit and the date received; and
      (2) notify **Us** in writing as soon as practicable.

      Any notice shall be deemed to have been given and received on the day and at the time it is so received by **Us** at the following address:

      Corporate Insurance Claims Department
      Trisura Guarantee Insurance Company
      333 Bay Street, Box 22
      Toronto, Ontario M5H 2R2

      Fax: (416) 214-9597
      Email: claims@trisura.com

   c. **You** and any other **Certificateholder** involved must:

      (1) immediately send **Us** copies of any demands, notices, summonses or any legal papers received in connection with the claim or lawsuit;
      (2) authorize **Us** to obtain records and other information;
      (3) cooperate with **Us** in the investigation or settlement of the claim or defence against the lawsuit; and

(4) assist **Us**, upon **Our** request, in the enforcement of any right against any person or organization which may be liable to any person insured by this certificate because of injury or damage to which this certificate may also apply.

d. No **Certificateholder** will, except solely at that **Certificateholder**'s own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without **Our** consent.

5. <u>Other Insurance</u>

This certificate provides excess coverage in the event coverage is provided under any other policy or certificate.

6. <u>Certificate Term</u>

This certificate applies only to an accident or occurrence which results in **Bodily Injury** or **Property Damage** which occurs during the certificate term.

7. <u>Attachment of Coverage</u>

Coverage under this certificate shall commence upon the inception date shown on the Declarations Page or upon occupancy by the **Certificateholder** of the **Insured Location** whichever occurs later. Coverage shall remain in effect until the cancellation date or expiration date of the certificate, whichever is earlier.

8. <u>Cancellation and Nonrenewal</u>

a. **You** may cancel this certificate at any time by returning it to **Us** or by notifying **Us** in writing of any future date cancellation is to take effect or the date **Your** lease terminates and **You** no longer reside at the **Insured Location**.
b. **We** may cancel this certificate for:

(1) non-payment of premium by giving **You** fifteen (15) days written notice; or
(2) any other reason by giving **You** sixty (60) days written notice.

c. **We** will state the reason for cancellation or nonrenewal on the written notice as well as the effective date of termination. Any premium due **You** will be refunded, subject to any specified Minimum Retained Premium that is applicable, within a reasonable time after the cancellation takes effect. If **We** terminate, the refund will be pro rata. If **You** terminate, the refund may be less than pro rata.
d. **We** may elect not to renew this certificate for any reason by giving **You** at least sixty (60) days written notice to be effective at the next anniversary or expiration date of this certificate, whichever is first.
e. The certificate will remain in force until expiration in the event the Group Policy is cancelled or on the effective date of termination, whichever comes first.
f. Notice of cancellation or nonrenewal will be mailed to the **Certificateholder**'s last known mailing address.
g. Notice of mailing will be sufficient proof of notice subject to applicable laws.

9. <u>Canadian Currency Clause</u>

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

10. <u>Governing Law</u>

The terms and conditions of this certificate shall be governed by and construed in accordance with the laws of the province in which this certificate was delivered and the laws of Canada applicable therein. Any legal proceeding by **You** against **Us** on this certificate or as a result of a dispute arising out of, in connection with or relating to this certificate, however framed, shall without exception be brought in and determined exclusively in the courts of the province in which this certificate was delivered.

11. <u>Legal Action Against Us</u>

No person or organization has a right under this certificate:

a. to join the **Us** as a party or otherwise bring **Us** into any suit or action against any **Certificateholder**; or
b. to sue **Us** on this certificate unless all of its terms have been fully complied with.

Every action or proceeding against **Us** for the recovery of insurance money payable under contract is absolutely barred unless commenced within the time set out in the Insurance Act or other applicable legislation.

12. Notices

All notices, other than notice of accident, occurrence, claim or suit, shall be given in writing addressed to:

Risk Solutions Department
Trisura Guarantee Insurance Company
333 Bay Street, Box 22
Toronto, Ontario M5H 2R2
Fax: (416) 214-9597

13. Plurals, Headings and Titles

The descriptions in the headings and titles of this certificate are solely for reference and convenience and do not lend any meaning to this certificate. Words and expressions in the singular shall include the plural and vice versa.

14. Concealment, Misrepresentations or Fraud

Coverage will not be provided if any **Certificateholder**, whether before or after a loss, has intentionally concealed or misrepresented any material fact or circumstance or made a materially false statement or engaged in fraudulent conduct relating to this certificate, as reflected on the certificate Declarations Page.

15. Sanction Laws or Regulations

This insurance does not provide any coverage for, and **We** shall have no liability for, any indemnity, payment, or other benefit under this certificate, to the extent that doing so would breach any sanction, prohibition, or restriction imposed by any applicable law or regulation.

16. Separation of Insureds

This insurance applies separately to each **Certificateholder**. **Our** limit of insurance is not increased by this occurrence.

17. Transfer of Rights of Recovery Against Others to Us

If the **Certificateholder** has rights to recover all or part of any payment **We** have made under this certificate, those rights shall be transferred to **Us**. The **Certificateholder** shall do nothing to impair **Our** rights. The **Certificateholder** shall cooperate with **Us** to enforce **Our** rights.

18. Transfer of Your Rights and Duties

Your rights and duties under this certificate may not be transferred without **Our** written consent. If **You** die, **Your** rights and duties will be transferred to **Your** legal representative but only while acting as **Your** legal representative.

19. Right to Group Policy

You or any claimant under this Certificate has the right to request from **Us** a copy of the **Group Policyholder**'s application, the Group Policy, any document attached to the Group Policy when issued, any amendment to the Group Policy agreed upon in writing after the Group Policy was issued, and any written statement or other record provided to **Us** as evidence of insurability under the Group Policy.

20. Statutory Conditions

Where required by law, all of the conditions set out under the title Statutory Conditions apply with respect to all coverages under this certificate or by forms or endorsements which modify this certificate.

LIMITED PERSONAL PROPERTY COVERAGE ENDORSEMENT

Endorsement No.: TRSPE.T04.001 **Effective date of Endorsement:** May 3, 2026
Certificate No.: WNTP0526-WALNUT.12345678

Issued To:

This endorsement modifies insurance provided under the following:

CERTIFICATE OF INSURANCE - GROUP TENANT PROGRAM

Under SECTION II – LIABILITY COVERAGES, COVERAGE E – PERSONAL LIABILITY, paragraph 2. (2) of the exclusions listed under "**We** do not insure claims made against **You** arising out of", namely "damage to property **You** own," is hereby deleted.

For an additional premium, the coverage under the CERTIFICATE OF INSURANCE – GROUP TENANT PROGRAM is expanded to include personal property coverage as set forth in this endorsement. The following is added:

SECTION I – DEFINITIONS

Words and expressions appearing in bold type in this endorsement shall have the same meaning as set out in the CERTIFICATE OF INSURANCE – GROUP TENANT PROGRAM, unless listed below for the purposes of this endorsement.

1. **Business** means any full-time, part-time or occasional pursuit undertaken for financial gain which is owned in whole or in part by **You** and operated on or from the **Insured Location**.

   This includes a trade, profession or occupation, but it does not include:
   a. any pursuit(s) for which **Your** gross sales are less than $2,000 in total for the 12 months prior to the loss;
   b. any volunteer pursuit(s) for which **You** receive no compensation other than reimbursement of expense incurred; or
   c. **Your** work as an employee carried out on the **Insured Location** for an employer whose operations are located elsewhere than the **Insured Location**.

2. **Civil Authority** means any person acting under the authority of Federal, Provincial or Territorial, or Municipal legislation with respect to the protection of persons and property in the event of an emergency.

3. **Data** means information, facts, concepts, code or any other information of any kind:
   a. that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**; or
   b. that is used for records, including but not limited to books of account, drawing or card index systems.

4. **Data Problem** means:
   a. erasure, destruction, corruption, misappropriation or misinterpretation of **Data**;
   b. error in creating, amending, entering, deleting or using **Data**;
   c. inability to access, receive, transmit or use **Data**;

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

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

7. **Specified Perils** means:

   a. fire;
   b. lightning;
   c. explosion;

d. smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the **Insured Location**;
e. falling object which strikes the exterior of a building;
f. impact by aircraft or land vehicle;
g. riot;
h. vandalism or malicious acts, not including loss or damage caused by theft or attempted theft;
i. **Water Damage**;
j. windstorm or hail;
k. transportation meaning loss or damage caused by collision, upset, overturn, derailment, stranding or sinking of any automobile or attached trailer in which the personal property is being carried. This would also apply to any conveyance of a common carrier, but does not include loss or damage to personal property in a vacation or home trailer which **You** own.

8. **Surface Waters** means water or natural precipitation temporarily diffused over the surface of the ground not caused by **Flood** or escape of water from a **Domestic Water Container** or **Watermain**.

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

   a. all occupants have moved out with no intention of returning to reside continuously in the dwelling and no new occupant has taken up residence; or
   b. in the case of a newly acquired dwelling, no occupant has yet taken up residence.

SECTION II – PROPERTY COVERAGES

The amounts of insurance are shown on the Declarations Page.

COVERAGE C. PERSONAL PROPERY

1. <u>Insuring Agreement</u>

   a. **We** insure the contents of the **Insured Location** and, while on the **Insured Location**, other personal property **You** own, wear or use which is usual to the ownership or maintenance of a dwelling.

   If **You** wish, **We** will include uninsured personal property of others while it is on that portion of that **Insured Location** which **You** occupy but **We** do not insure property of roomers or boarders who are not related to **You.**

   b. **We** insure **Your** personal property while it is temporarily away from the **Insured Location**, anywhere in the world. However, personal property normally kept at any other location **You** own, rent or occupy is not insured.

   Personal property stored in a warehouse is insured for a period of 30 consecutive days only, from the date the property was first stored. Coverage will continue beyond that date for the peril of theft only.

2. <u>Exclusions</u>

   We do not insure loss or damage to:

   (1) Articles separately described and specifically insured in this or other insurance.
   (2) Motorized vehicles or their equipment including;

   (i) watercraft, their trailers, furnishings, equipment and outboard engines or motors;
   (ii) electric golf caddies;
   (iii) electric bicycles and electric scooters with a maximum speed of more than 32 km/h level ground; and
   (iv) electric vehicles intended for children with a maximum speed of more than 10 km/h on level ground.

   However, **We** do cover:

   (v) lawn mowers, snow blowers, garden-type tractors, other gardening equipment; and
   (vi) wheelchairs or medical scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability.

   (3) camper units, truck caps, trailers, or their equipment;

(4) aircraft or their equipment.

For the purpose of items (2) to (4) above, equipment includes audio, visual, recording, or transmitting equipment powered by the electrical system of a motor vehicle. Equipment does not include spare automobile parts.

(5) Property of roomers, boarders and other tenants, except property of roomers and boarders related to a **Certificateholder**.
(6) Animals, birds or fish.
(7) **Business Data**, including such **Data** stored in:

(i) Books of account, drawings or other paper records; or
(ii) Electronic **Data** processing tapes, wires, records, discs or other software media.

However, **We** do cover the cost of blank recording or storage media, and of pre-recorded computer programs available on the retail market.

(8) Credit cards or fund transfer cards.
(9) Securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets and stamps.

There are other exclusions that apply to all Coverages under SECTION III – EXCLUSIONS, below.

3. Special Limits of Liability

These limits do not increase the Personal Property Coverage Limit of Insurance set out on the Declarations Page. The special limit for each numbered category below is the total limit for each loss for all property in that category.

(1) $200 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum, coins and medals.
(2) $1,000 on trailers not used with watercraft.
(3) $1,000 for loss by theft of jewelry, watches, furs, precious and semi-precious stones.
(4) $2,000 for loss by theft of firearms and related equipment.
(5) $2,500 for loss by theft of silverware, silver-plated ware, goldware, gold-plated ware and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.
(6) $1,000 for loss to electronic apparatus, while in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power.

Electronic apparatus includes:

(i) Accessories or antennas; or
(ii) Tapes, wires, records, discs or other media for use with any electronic apparatus described in this item (6).

(7) $1,000 for loss to electronic apparatus, while not in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus:

(i) Is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power;
(ii) Is away from the **Insured Location**; and
(iii) Is used at any time or in any manner for any **Business** purpose.

Electronic apparatus includes:

(iv) Accessories or antennas; or
(v) Tapes, wires, records, discs or other media for use with any electronic apparatus described in this item (7).

COVERAGE D. ADDITIONAL LIVING EXPENSE

The Limit of Insurance for Coverage D - Additional Living Expense is $4,000, or 20% of the Personal Property Coverage Limit of Insurance, whichever is greater. The applicable Limit of Insurance for Additional Living Expenses is the total limit for all the coverages that follow.

1. Insuring Agreement

   a. Additional Living Expense

      If, as a result of damage caused by an insured peril, the **Insured Location** is unfit for occupancy or **You** have to move out while repairs are being made, **We** insure any necessary increase in living expense, including moving expense incurred by **You**, so that **Your** household can maintain its normal standard of living. Payment shall be for the reasonable time required to repair or rebuild the **Insured Location** or, if **You** permanently relocate, the reasonable time required for **Your** household to settle elsewhere.

   b. Fair Rental Value

      If an insured peril makes that part of the **Insured Location** rented to others or held for rental by **You** unfit for occupancy, **We** insure its fair rental value. Payment shall be for the reasonable time required to repair or replace that part of the **Insured Location** rented or held for rental. Fair Rental Value shall not include any expense that does not continue while that part of the dwelling rented or held for rental is unfit for occupancy.

   c. Prohibited Access

      If a **Civil Authority** prohibits access to the **Insured Location** as a direct result of damage to premises neighbouring the **Insured Location** by an insured peril covered by this form, **We** insure any resulting additional living expense and fair rental value loss for a period not exceeding 2 weeks.

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

INSURED PERILS

You are insured against direct loss or damage caused by the following perils as described and limited:

1. fire;

2. lightning;

3. explosion;

   This peril does not include water hammer.

4. smoke;

   meaning sudden and accidental damage from smoke. This peril does not include loss caused by smoke from agricultural smudging or industrial operations;

5. falling object;

   This peril does not include loss to the property contained in the building unless the roof or an outside wall of the building is first damaged by a falling object. Damage to the falling object itself is not included.

6. Weight of ice, snow or sleet, which causes damage to the property contained in the building. This peril does not include loss caused by ice damming, meaning the formation of a ridge of ice on a roof which prevents melting snow or water from draining off the roof;

7. impact by aircraft or land vehicle;

   This peril does not include any impact by a vehicle owned or operated by **You** or **Your** employees. Animals are not insured under this peril

8. vandalism or malicious acts;

9. water damage;

This peril means loss or damage caused by:

a. the sudden and accidental escape of water or steam from within a plumbing, heating, cooling, sprinkler or air conditioning system or **Domestic Water Container**, which is located inside the **Insured Location**;

b. the sudden and accidental escape of water from a **Watermain** located outside the **Insured Location**;

c. the sudden and accidental escape of water from a **Domestic Water Container** which is located outside the **Insured Location**;

but under no circumstances do **We** insure:

(1) any loss or damage when the escape of water is caused by freezing; or
(2) any loss or damage caused directly or indirectly to a **Domestic Water Container** as a result of freezing;

d. water which enters the **Insured Location** through an opening which has been created suddenly and accidentally by a **Specified Peril** other than Water Damage;

but **We** do not insure loss or damage:

(1) caused by freezing during the usual heating season:

(i) within a heated portion of the **Insured Location** if **You** have been away from the **Insured Location** for more than 30 consecutive days, but **You** will still be insured if **You** had taken either of the following precautions;

(A) arranged for a competent person to enter the **Insured Location**, every 14 day(s) **You** were away to ensure that heating was being maintained; or
(B) shut off the water supply to the **Insured Location** and had drained all the pipes and **Domestic Water Container**;

(ii) within an unheated portion of the **Insured Location**.

(2) caused by continuous or repeated leakage or discharge of water;
(3) caused by the backing up or escape of water or sewage from a sewer, septic system or sump;
(4) caused by **Ground Water** or rising of the water table
(5) caused by **Surface Waters**, unless the water escapes from a **Watermain** or from a **Domestic Water Container** located outside the **Insured Location**;
(6) caused by shoreline ice build-up or by water-borne ice or other objects, all whether driven by wind or not;
(7) to a plumbing, heating, cooling, sprinkler or air conditioning system or **Domestic Water Container** from which the water escaped;
(8) occurring while the building is under construction or **Vacant** even if **We** have given permission for the certificate to remain in force during construction or vacancy.
This exclusion applies immediately upon the building becoming **Vacant** or commencing construction.

10. windstorm or hail;

This peril does not include loss or damage to **Your** personal property, within a building, caused by windstorm, hail or coincidental rain damage, unless the storm first creates an opening in the building.

This peril does not include loss or damage:

a. to outdoor radio and TV antennae (including satellite receivers) and their attachments;
b. due to waves or **Flood**, whether driven by wind or not;

11. transportation;

This peril means loss or damage caused by collision, upset, overturn, derailment, stranding or sinking of any automobile or attached trailer in which the insured property is being carried. This would also apply to any conveyance of a common carrier.

This peril means loss or damage to **Your** personal property while it is temporarily removed from the **Insured Location**. This peril does not include loss or damage to personal property in a vacation or home trailer which **You** own.

12. theft, including damage caused by attempted theft;

    This peril does not include loss or damage:

    a. which happens at any other dwelling which **You** own, rent or occupy, except while **You** are temporarily living there;
    b. from the part of the **Insured Location** rented to others caused by theft or attempted theft by any tenant, tenant's employee or member of the tenant's household;
    c. resulting from a change in ownership of property that is agreed to, even if that change was brought about by trickery or fraud;
    d. to animals, birds or fish; or
    e. to property in or from a dwelling under construction or of materials and supplies for use in the construction until the dwelling is completed and ready to be occupied.

13. electricity;

    This peril means sudden and accidental damage from artificially generated electrical current.

14. volcanic eruption other than loss caused by earthquake, land shock waves or tremors.

SECTION III – EXCLUSIONS

We do not insure:

1. structures, improvements or betterments, used in whole or in part for **Business** or farming purposes;
2. property at any fairground, exhibition or exposition for the purpose of exhibition, trade or sale;
3. any property illegally acquired, kept, stored, transported, or subject to forfeiture;
4. evidences of debt or title;
5. **Data**;
6. cryptocurrencies;
7. non-fungible tokens;

Nor do **We** insure loss or damage:

8. to any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
9. to outdoor attached equipment or structures designed and used to generate or store renewable energy, including but not limited to solar panels or wind turbines;
10. to structures while being moved or transported;
11. caused directly or indirectly by a **Data Problem**, but **You** are still insured for ensuing loss or damage, caused by fire, explosion, smoke or **Water Damage**, all as defined in **Specified Perils**;
12. occurring after **Your** dwelling has, to **Your** knowledge, been **Vacant** for more than 30 consecutive days;
13. 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, regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but **You** are still insured for ensuing loss or damage, which results directly from fire or explosion;

14. caused directly or indirectly, in whole or in part by contamination by radioactive material, regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but **You** are still insured for ensuing loss or damage, which results directly from fire or explosion;

15. caused directly or indirectly, in whole or in part by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power, regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage;

16. resulting from any intentional or criminal act or failure to act, by any person insured by this endorsement or at the direction of any person insured by this endorsement;

    However, this exclusion does not apply to any person insured by this endorsement, but only to the extent of their proportional interest in the lost or damaged property, who:

    a. has not committed and was not a party to the intentional or criminal act or failure to act;
    b. has not abetted or colluded in the intentional or criminal act or failure to act; or
    c. has not consented to the intentional or criminal act or failure to act and neither knew nor ought to have known that the intentional or criminal act or failure to act would cause the loss or damage;

17. to personal property undergoing any process or while being worked on, where the damage results from such process or work, but resulting damage to other property is insured;

18. caused directly or indirectly, in whole or in part by snowslide, earthquake, landslide or any other earth movement, regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but **You** are still insured for ensuing loss or damage, which results directly from fire or explosion;

19. resulting from the release, discharge or dispersal of fuel oil;

20. caused directly or indirectly, in whole or in part, by **Terrorism** or by any activity or decision of a government agency or other entity to prevent, respond to or terminate **Terrorism** regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but **You** are still insured for ensuing loss or damage, which results directly from fire or explosion;

21. caused directly or indirectly, in whole or in part by any communicable disease regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage;.

22. caused directly or indirectly, in whole or in part, by any **Cyber Act** or **Cyber Incident**, but **You** are still insured for ensuing loss or damage, which results directly from a **Specified Peril** or theft or attempted theft of property when such property is not otherwise excluded;

23. caused directly or indirectly, in whole or in part, by the failure of a power or other utility service that takes place off the **Insured Location**, but **You** are still insured for ensuing loss or damage, which results from an insured peril.

SECTION IV – GENERAL TERMS AND CONDITIONS

If any portion of these conditions are found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect.

1. <u>Basis of Claim</u>

   We will pay for insured loss of or damage to personal property as described below up to **Your** financial interest in the property, but not exceeding the applicable amount(s) of insurance for any loss or damage arising out of one occurrence.

2. <u>Your Duties After Loss</u>

   In case of a loss to covered property, **You** must see that the following are done:

   a. Give **Us** prompt notice;

b. Notify the police, or other law enforcement agency having jurisdiction, where loss or damage is, or is suspected to be, due to malicious acts, burglary, robbery, theft or attempted theft;

c. Protect the property from further damage. If repairs to the property are required, **You** must:

(1) Make reasonable and necessary repairs to protect the property; and
(2) Keep an accurate record of repair expenses;

d. Prepare an inventory of damaged personal property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory.

e. As often as **We** reasonably require:

(1) Show **Us** the damaged property;
(2) Provide **Us** with records and documents **We** request and permit **Us** to make copies; and
(3) Submit to examination under oath, while not in the presence of any other **Certificateholder**, and sign the same;

f. Send to **Us**, within 60 days after **Our** request, **Your** signed, sworn proof of loss which sets forth, to the best of **Your** knowledge and belief:

(1) The date time and cause of the loss;
(2) The interest of the **Certificateholder** and all others in the property involved and all liens on the property;
(3) Other insurance which may cover the loss;
(4) Changes in title, use, possession, or occupancy of the property during the term of the certificate;
(5) Specifications of damaged buildings and detailed repair estimates (as applicable);
(6) The inventory of damaged personal property described in above.

3. <u>Replacement Cost for Personal Property</u>

a. <u>Loss Settlement and Ineligible Property</u>

We will pay on the basis of replacement cost at the time of loss for all personal property except:

(1) articles that cannot be replaced with new articles because of their inherent nature, such as antiques or works of art;
(2) articles for which their age or history substantially contributes to their value, such as memorabilia, souvenirs and collectors' items;
(3) property that has not been maintained in good or workable condition;
(4) property that is no longer used for its original purpose;

for which **We** will pay only on the basis of actual cash value.

For records **We** will pay the cost of reproduction from duplicates or from originals. However, **We** will not pay the cost of gathering or assembling information or **Data** for records, including books of account, drawings or card index systems, **We** will pay the cost of blank books, pages, cards or other materials plus the cost of actually transcribing or copying the records.

b. <u>Replacement Cost</u>

The following loss settlement provision applies to all property insured under this endorsement:

(1) **We** will pay no more than the least of the following amounts;

(i) Replacement cost at the time of loss without deduction for depreciation;
(ii) The full cost of repair at the time of the loss; or
(iii) The applicable Limit of Insurance stated on the Declarations Page or this endorsement.

(2) **We** will pay no more than the actual cash value for the loss or damage until **We** receive proof that the repair or replacement is complete;

(3) **You** may make a claim for loss on an actual cash value basis and then make a claim within 180 days for any additional liability in accordance with this endorsement.
(4) If **We** give **You** written notice within 30 days after **We** receive **Your** signed, sworn proof of loss, **We** may repair or replace any part of the damaged property with like property.

c. Actual Cash Value for Personal Property

The actual cash value will take into account such things as the cost of repairs or replacement less any depreciation, and in determining depreciation **We** will consider the condition immediately before the occurrence.

4. Loss to a Pair or Set

In case of loss to a pair or set **We** may elect to:

a. repair or replace any part to restore the pair or set to its value before the loss; or
b. pay the difference between actual cash value of the property before and after the loss.

5. Appraisal

If **You** and **We** fail to agree on the amount of loss, such dispute much be determined using the applicable dispute resolution provisions under applicable provincial or territorial insurance law in Canada However, **You** have no right to a dispute resolution process under this endorsement against **Us**, unless (i) a specific demand is made for it in writing, and (ii) proof of loss has been delivered to **Us**.

6. Recovered Property

If **You** or **We** recover any property for which **We** have made payment under this endorsement, **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.

7. Deductible

We are responsible only for the amount by which the loss or damage caused by any of the insured perils exceeds the amount of the deductible shown on the Declarations Page in any one occurrence.

If **Your** claim involves personal property on which the Special Limits of Insurance apply, the limitations apply to losses exceeding the deductible amount.

8. Amounts Not Reduced

Any loss or damage shall not reduce the amounts of insurance provided by this endorsement.

9. Subrogation

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

Your right to recover from **Us** is not affected by any release from liability entered into by **You** prior to loss.

10. Loss Payee

If a loss payee is listed in the Declarations Page, any loss or damage to **Personal Property** insured by this endorsement will be payable as interests may appear to the loss payee shown.

11. Certificate Term

This endorsement applies only to loss under SECTION II – PROPERTY COVERAGES which occurs during the certificate term.

12. Nuclear Hazard Clause

a. Nuclear Hazard means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.
b. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within SECTION II – PROPERTY COVERAGES, INSURED PERILS.
c. This endorsement does not apply under the SECTION II – PROPERTY COVERAGES, COVERAGE C. PERSONAL PROPERY to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.

13. <u>Volcanic Eruption Period</u>

One or more volcanic eruptions that occur within a 72-hour period will be considered as one volcanic eruption.

14. <u>Death</u>

If any person named in the Declarations Page or the spouse, if a resident of the same household, dies:

a. **We** insure the legal representative of the deceased but only with respect to the personal property of the deceased covered under this endorsement at the time of death;
b. **Certificateholder** includes:

(1) Any member of **Your** household who is a **Certificateholder** at the time of **Your** death, but only while a resident of the **Insured Location**; and
(2) With respect to **Your** property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

15. <u>Other Insurance</u>

If a loss covered by this endorsement is also covered by other insurance, **We** will pay only the proportion of the loss that the Limit of Insurance that applies under this endorsement bears to the total amount of insurance covering the loss.

16. <u>Action Against Us</u>

No action shall apply against **Us** unless:

a. there has been full compliance with all the terms of this endorsement;
b. the action is brought within twenty-four (24) months from the date of the loss, or as otherwise provided for under applicable law; and
c. the action is brought by the person(s) named on the Declarations Page.

17. <u>No Benefit to Bailee</u>

We will not recognize any assignment or grant any coverage that benefits a person or organization holding, storing or moving property for a fee regardless of any other provision in this endorsement.

18. <u>Abandonment of Property</u>

We need not accept any property abandoned by a **Certificateholder**.

19. <u>Statutory Conditions</u>

Where required by law, all of the conditions set out under the title Statutory Conditions apply with respect to all coverages under these endorsements.

ALL OTHER TERMS AND CONDITIONS OF THE CERTIFICATE REMAIN THE SAME.

CANCELLATION PROVISION AMENDMENT ENDORSEMENT

Endorsement No.: TRSPE.T05.001
Certificate No.: WNTP0526-WALNUT.12345678

Effective date of Endorsement: May 3, 2026

Issued To:

This endorsement modifies insurance provided under the following:

CERTIFICATE OF INSURANCE - GROUP TENANT PROGRAM

Under SECTION III – GENERAL TERMS AND CONDITIONS, 8. Cancellation and Nonrenewal, item e. is hereby deleted in its entirety, and replaced with the following:

e. If the Group Policy is cancelled or **We** receive a request from the **Group Policyholder** for your certificate to be cancelled for reasons other than:

1. The termination of **Your** lease;
2. **You** no longer reside at the **Insured Location**; or
3. The **Group Policyholder** has received proof of other acceptable insurance;

We shall proceed to cancel this certificate in accordance with applicable laws.

Under SECTION III – GENERAL TERMS AND CONDITIONS, 8. Cancellation and Nonrenewal, the following item h. is hereby added:

h. This certificate will cancel, with or without notice, upon the date:

1. **Your** lease is terminated;
2. **You** no longer reside at the **Insured Location;** or
3. upon the date the **Group Policyholder** requests cancellation because they have received proof of other acceptable insurance meeting the insurance requirement of **Your** lease/rental agreement.

ALL OTHER TERMS AND PROVISIONS OF THE CERTIFICATE REMAIN THE SAME.

ANIMAL LIABILITY SPECIAL LIMIT ENDORSEMENT

Endorsement No.: TRSPE.T06.001
Certificate No.: WNTP0526-WALNUT.12345678

Effective date of Endorsement: May 3, 2026

Issued To:

This endorsement modifies insurance provided under the following:

CERTIFICATE OF INSURANCE - GROUP TENANT PROGRAM

COVERAGE E – PERSONAL LIABILITY of the certificate is hereby amended as follows:

Under SECTION III – LIABILITY COVERAGES, COVERAGE E – PERSONAL LIABILITY, 1. Insuring Agreement, the following is hereby added:

e. The maximum amount **We** will pay for claims arising out of domestic pets or domestic animals **You** own or that are in **Your** care, custody or control is $100,000 in respect of one accident or occurrence regardless of the number of **Certificateholders** against whom claims are made or actions are brought.

ALL OTHER TERMS AND PROVISIONS OF THE CERTIFICATE REMAIN THE SAME.

BIOHAZARD CLEAN-UP ENDORSEMENT

Endorsement No.: TRSPE.T07.001 **Effective date of Endorsement:** May 3, 2026
Certificate No.: WNTP0526-WALNUT.12345678

Issued To:

This endorsement modifies insurance provided under the following:

CERTIFICATE OF INSURANCE - GROUP TENANT PROGRAM

The following is hereby added to subsection 3. b. Supplementary Payments of SECTION III – LIABILITY COVERAGES, COVERAGE E – PERSONAL LIABILITY:

(8) In the unfortunate circumstance of the death of a **Certificateholder** that occurs in the **Insured Location**, this certificate will provide up to $2,000 for Biohazard Clean-up, in excess of any applicable security deposit that is a part of the lease or rental agreement. Biohazard Clean-up includes biohazard recovery, decontamination, and blood cleanup performed by a company specifically licensed or certified to perform such services.

This coverage does not apply to any resulting damage to personal property. This coverage is limited to the **Insured Location**. The **Certificateholder** means **You** and any person residing at the **Insured Location**, but only if that person is listed on the lease or rental agreement that applies to the **Insured Location** for this coverage to apply.

ALL OTHER TERMS AND PROVISIONS OF THE CERTIFICATE REMAIN THE SAME.

STATUTORY CONDITIONS ENDORSEMENT

The following Statutory Conditions or General Conditions are added to this Policy. If any condition below contains a variation, omission or addition to the Statutory Condition or General Condition established by the applicable provincial or territorial statute, then the Statutory Condition or General Condition established by provincial or territorial statute prevails. If any portion of these conditions are found to be invalid, unenforceable or contrary to statute, the remainder will remain in full force and effect.

GENERAL POLICY CONDITIONS – ONTARIO

(Applicable to Ontario only)

The following policy conditions, as modified or supplemented by the attached forms or endorsements, apply to all perils insured by this Policy (including fire).

STATUTORY CONDITIONS

1. Misrepresentation

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

2. Property of others

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

3. Change of interest

The Insurer shall be 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 written notice of termination at least:

(i) five days before the effective date of termination if personally delivered or delivered by prepaid courier if there is a record by the person who delivered it that the notice has been sent;
(ii) fifteen days before the effective date of termination if the contract is terminated by registered mail for nonpayment of premium; or;
(iii) thirty days before the effective date of termination if the contract is terminated by registered mail for any other reason.

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

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

(5) The fifteen and thirty days mentioned in clause (1)(a)(ii) and (iii) of this condition commence 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 property insured was located at the time of loss or damage;

(c) if required, give a complete inventory of undamaged property and showing in detail quantities, cost, actual cash value;

(d) if required and if practicable, produce accounts, warehouse receipts and 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, vitiate 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 the notice of loss or make the 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 any 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 any 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 further right of access and entry sufficient to enable its agents to make appraisement 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 a disagreement as to the value of the insured property, 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 shall be 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 so to do within thirty days after receipt of the proofs of loss.

(2) In that event the insurer shall commence to so 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 the 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

(1) Written notice may be given to the Insurer in the following ways:

(a) It may be personally delivered at the chief agency or head office of the Insurer in the Province.
(b) It may be sent by registered mail to the chief agency or head office of the Insurer in the Province.
(c) It may be delivered by electronic means.

(2) Written notice may be given to the Insured named in the contract in the following ways:

(a) It may be personally delivered.
(b) It may be delivered by prepaid courier to the latest address of the Insured on the records of the Insurer if there is a record by the person who has delivered it that the notice has been sent.
(c) It may be sent by registered mail to the latest address of the Insured on the records of the insurer.
(d) It may be delivered by electronic means, if the Insured consents to delivery by electronic means.

(3) In this condition, the expression "registered" means registered in or outside Canada.

Contribution

If on the happening of any loss or damage to property in consequence of which a claim is or may be made under this policy there is in force more than one contract covering the same interest, the liability of the Insurer hereunder shall be limited to its rateable proportion of such claim.

GENERAL POLICY CONDITIONS

(Applicable to the Provinces/Territories of Newfoundland & Labrador, Nova Scotia, Prince Edward Island, New Brunswick, Nunavut, Yukon and The Northwest Territories.)

The following policy conditions, as modified or supplemented by the attached forms or endorsements, apply to all perils insured by this Policy (including fire).

STATUTORY CONDITIONS

1. Misrepresentation

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

2. Property of others

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

3. Change of interest

The insurer shall be 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.

4. Material change

Any change material to the risk and within the control and knowledge of the insured shall avoid the contract as to the part affected thereby, unless the change is promptly notified in writing to the insurer or its local agent; and the insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the contract, or may notify the insured in writing that, if 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; and in default of such payment the contract shall no longer be in force and the insurer shall return the unearned portion, if any, of the premium paid.

5. Termination

(1) This contract may be terminated

(a) by the insurer giving to the insured fifteen days' notice of termination by registered mail or five days' written notice of termination personally delivered;
(b) by the insured at any time on request.

(2) Where this contract is terminated by the insurer

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

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

(4) The refund may be made by money, postal or express company money order or by cheque payable at par*.
* In Northwest Territories and Nunavut: or electronic funds transfer

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

6. Requirements after loss

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

(a) forthwith give notice thereof in writing to the insurer;

(b) deliver as soon as practicable to the insurer a proof of loss verified by a statutory declaration,

(i) giving a complete inventory of the destroyed and damaged property and showing in detail quantities, costs, actual cash value and particulars of amount of loss claimed,
(ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
(iii) stating that the loss did not occur through any 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 the contract,
(vii) showing the place where the property insured was at the time of loss;

(c) if required, give a complete inventory of undamaged property and showing in detail quantities, cost, actual cash value;
(d) if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other contract.

(2) The evidence furnished under clauses (c) and (d) of subcondition (1) 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, shall vitiate the claim of the person making the declaration.

8. Who may give notice and proof

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

9. Salvage

(1) The insured, in the event of any loss or damage to any property insured under the contract, shall take all reasonable steps to prevent further damage to any such property so damaged and to prevent damage to other property insured hereunder including, if necessary, its removal to prevent damage or further damage thereto.

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

10. Entry, Control, Abandonment

After any loss or damage to insured property, the insurer shall have 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 appraisement or particular estimate of the loss or damage, but the insurer is not be entitled to the control or possession of the insured property, and without the consent of the insurer there can be no abandonment to it of insured property.

11. Appraisal

In the event of a disagreement as to the value of the property insured, the property saved or the amount of the loss, those questions shall be determined by appraisal as provided under the *Insurance Act** before there can be any recovery under this contract whether the right to recover on the contract is disputed or not, and independently

of all other questions. There shall be no right to an appraisal until a specific demand therefor is made in writing and until after proof of loss has been delivered.
* In Newfoundland and Labrador: The *Insurance Contracts Act*

12. When Loss Payable

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

13. Replacement

(1) The insurer, instead of making payment, may repair, rebuild, or replace the property damaged or lost, giving written notice of its intention so to do within thirty days after receipt of the proofs of loss.

(2) In that event the insurer shall commence to so repair, rebuild, or replace the property within forty-five days after receipt of the proofs of loss, and shall thereafter proceed with all due diligence to the completion thereof.

14. Action

Every action or proceeding against the insurer for the recovery of any claim under or by virtue of this contract shall be absolutely barred unless commenced within one year* next after the loss or damage occurs.
* In Northwest Territories, Nunavut, and Yukon: two years

15. Notice

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

GENERAL POLICY CONDITIONS

(Applicable to the provinces of Alberta, British Columbia, Manitoba and Saskatchewan)

The following Statutory Conditions apply to all of the perils insured by this form (including fire) unless applicable legislation provides otherwise.

In respect of liability coverage(s), only Statutory Conditions 2., 3., 4., 5. and 14. apply.

If any condition below contains a variation, omission or addition to the Statutory Condition established by the applicable Provincial or Territorial statute, then the Statutory Condition established by Provincial or Territorial statute prevails. If any portion of these conditions are found to be invalid, unenforceable or contrary to statute, the remainder will remain in full force and effect.

STATUTORY CONDITIONS

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

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.

3. Change of Interest

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.

4. Material Change in Risk

(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.

5. Termination of Insurance

(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.

* In Alberta: Recorded mail.

** In Saskatchewan: The 15-day period starts on the day following the day on which the registered letter or notification of it is delivered to the insured's postal address.

6. Requirements After Loss

(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.

7. 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.

8. 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.

9. 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 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.

10. Entry, Control, Abandonment

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.

11. 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 insurer.

* In Saskatchewan: *The Insurance Act*

12. 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 insurer.

13. Repair Or Replacement

(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.

14. Notice

(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.

* In Alberta: Recorded mail.
** In Saskatchewan: chief office.

GENERAL CONDITIONS - QUEBEC

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 non-compliance 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 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.

3.6 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.

The Insured 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.

3.7 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.

3.8 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 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 the 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 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 Fire insurance (Articles 2485 and 2486)
(applicable to property insurance only)

In fire insurance, the insurer is bound to repair any damage which is an immediate consequence of fire or combustion, whatever the cause, including damage to the property during removal or that caused by the means employed to extinguish the fire, subject to the exceptions specified in the policy. The insurer is also liable for the disappearance of insured things during the fire, unless he proves that the disappearance is due to theft which is not covered.

The insurer is not liable for damage caused solely by excessive heat from a heating apparatus or by any process involving the applications of heat where there is no fire or commencement of fire but, event where there is no fire, the insurer is liable for damage caused by lightning or the explosion of fuel.

An insurer who insures a property against fire is not liable for damage due to fires or explosions caused by foreign or civil war, riot or civil disturbance, nuclear explosion, volcanic eruption, earthquake or other cataclysm.

4.5 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.

4.6 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.

4.7 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.

4.8 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.

4.9 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.

4.10 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 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 that 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 the 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 Insureds. 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.

TRISURA

GROUP TENANT PROGRAM GROUP POLICY

Group Policy No.: WNTP0526-WALNUT

Group Policyholder:	2678562 Ontario Inc. o/a Walnut Brokers
Mailing Address:	713 Oshawa Blvd N Oshawa, ON L1G 5V1
Policy Period:	From May 3, 2026 to continuous until cancelled 12:01 a.m. standard time at the mailing address shown above

Maximum Coverage Limit per Certificate: $1,000,000

Coverage is provided for the term shown on the individual **Certificate** declarations, subject to the terms and conditions of this Group Policy.

This Group Policy together with its Declarations Page and Endorsements, if any, shall constitute the entire contract between the **Policyholder** and Trisura Guarantee Insurance Company.

In witness whereof, Trisura Guarantee Insurance Company has caused this Policy to be signed by its authorized officer.

TRISURA GUARANTEE INSURANCE COMPANY

Richard W. Grant
President & CEO

Endorsements made a part of this policy at time of issuance:

TRSME.T03.001 (03/26) – Animal Liability Special Limit Endorsement
TRSME.T04.001 (03/26) – Cancellation Provision Amendment Endorsement
TRSME.T05.001 (07/25) – Statutory Conditions

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

In consideration of the payment of premium and in reliance upon the statements made in the Declarations Page of this Group Policy and subject to the conditions, provisions and other terms of this Group Policy, Trisura Guarantee Insurance Company and the **Policyholder** agree as follows:

SECTION I – DEFINITIONS

The following terms have specific meanings and appear in bold face type throughout this Group Policy:

1. **Certificate** means any valid certificate issued by or on behalf of the **Policyholder** to a **Certificateholder** on a form authorized and approved by **Us** in writing**.**

2. **Certificateholder** means the person whose name appears on the **Certificate** Declarations Page.

3. **Policyholder** means the entity identified on the Declarations Page of this Group Policy.

4. **We** or **Us** or **Our** means Trisura Guarantee Insurance Company.

SECTION II – INSURING AGREEMENT

1. Coverage

Subject to the terms, conditions and exclusions set forth in the **Certificates**, **We** hereby agree to cover all losses that are payable under the **Certificates** issued to an eligible **Certificateholder**. This Group Policy applies only to such individually numbered and recorded **Certificates** issued to an eligible **Certificateholder** during the Policy Period which have been reported to **Us** and for which a premium has been paid.

2. Limits of Liability

Our liability under this Group Policy shall be no greater than the liability assumed under and in accordance with each **Certificate** issued.

3. Exclusions

This Group Policy does not provide coverage:

a. For any certificate of insurance that is issued on a form that has not been approved in writing by **Us**;

b. For any loss, claims or damages that are not covered under the terms and provisions of the **Certificates** issued hereunder;

c. For repair costs, expenses or any damages arising from the items and/or events specifically excluded under the terms and provisions of the **Certificates** issued hereunder;

d. For any form of bodily injury or property damage, except as specifically stated in the **Certificates**;

e. For any liability of any nature whatsoever based upon, arising out of, or in connection with, any actual or alleged violation of any applicable local, provincial, territorial, or federal regulation by the **Policyholder**, its agents or employees;

f. For any liability arising out of a criminal act, omission, error, dishonesty or fraud of the **Policyholder**, its agents or employees;

g. For any liability for consequential damages arising from the performance of the **Policyholder**, its agents or employees;

h. For any liability of, or breach of duty by, anyone other than the **Certificateholders**;

i. For any damages sustained as a result of any liability, any negligent acts, any tort, any wrongful acts by or at the direction of the **Policyholder**, its agents or employees, or a third party;

j. For any obligation to provide a defense, defend any lawsuit or participate in any legal proceeding which the **Policyholder**, its agents or employees, or a third party is a party to, either on a direct or indirect basis, nor do **We** cover any expenses or costs incurred by the **Policyholder**, its agents or employees, or a third party for any of the above; and

k. For any liability of the **Policyholder**, its agents or employees arising from fines, penalties, or bad faith, punitive or exemplary damages.

SECTION III – ELIGIBILITY

To be eligible to become a **Certificateholder** under this Group Policy, an individual must reside in Canada and:

be a tenant who is required under their residential lease to maintain tenant insurance; and
be in a broker-client relationship with [Broker]/[the **Policyholder**], where the **Policyholder** is acting in the capacity of a broker for the purposes of this program].

SECTION IV – GENERAL TERMS AND CONDITIONS

If any portion of these conditions are found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect.

1. <u>Legal Action Against Us</u>

No legal action may be brought against **Us** unless there has been full compliance with all of the terms and conditions of this Group Policy and suit is filed within one year from the date of the occurrence. No one will have the right to join **Us** as a party to any action against the **Policyholder** or **Certificateholder**.

Every action or proceeding against **Us** for the recovery of insurance money payable under contract is absolutely barred unless commenced within the time set out in the Insurance Act or other applicable legislation.

2. <u>Waiver or Change of Provisions</u>

A waiver or change of any provision of this Group Policy must be in writing by **Us** to be valid.

3. <u>Assignment</u>

Assignment of interest under this Group Policy shall not bind **Us** unless **Our** consent is endorsed hereto.

4. <u>Bankruptcy or Insolvency</u>

The bankruptcy or insolvency of the **Policyholder** shall not relieve **Us** of **Our** obligations under this Group Policy.

5. <u>Cancellation</u>

This Group Policy may be canceled by the **Policyholder** by surrendering the Group Policy to **Us**, or by mailing to **Us** written notice stating the future date cancellation is to take effect.

We may cancel this Group Policy by mailing written notice of cancellation to the **Policyholder** at least:

a. Fifteen (15) days prior to the effective date of cancellation if this Group Policy is canceled due to non-payment of premium; or
b. Ninety (90) days prior to the effective date of cancellation if this Group Policy is canceled for any other reason.

Cancellation of this Group Policy shall not affect the duties of the **Policyholder**, as set forth in this Group Policy, as to any **Certificate** issued during the term of the Group Policy and for which a premium was paid. If the Group Policy is cancelled, the **Certificates** will remain in force until their expiration.

6. <u>Conformity to Statute</u>

Any provision of this Group Policy that is in conflict with applicable local, provincial, territorial or federal laws in which this Group Policy is effective is hereby amended to conform to the minimum requirements of such law.

7. Liberalization Clause

If **We** make a change which broadens coverage under this edition of **Our** policy without additional premium charge, that change will automatically apply to the **Certificateholder's** insurance as of the date **We** implement the change in the **Certificate**, provided that this implementation date falls within 60 days prior to or during the Policy Period stated in the Declarations Page.

8. Entire Agreement

This Group Policy constitutes the entire agreement between the parties with respect to the matters set forth herein and supersedes all prior documents and understandings.

9. Inspection and Audit

We shall have the right to inspect the **Policyholder's** premises, books and records, as the same pertains to coverage under this Group Policy. This right shall extend until one (1) year after all **Certificates** issued by the **Policyholder** are no longer in effect. Neither **Our** right to make inspections nor any report made thereon shall constitute an undertaking on behalf of, or for the benefit of, the **Policyholder** or others to determine or warrant that such property or operations are safe or in compliance with any law, rule or regulation.

10. No Benefit to Bailee

The insurance afforded by this Group Policy shall not benefit directly or indirectly to any carrier or other bailee.

11. Reporting of Certificates

If the **Policyholder** issues **Certificates** the **Policyholder** shall maintain and keep an accurate record of all **Certificates** issued. Within fifteen (15) days from the last day of each month, the **Policyholder** must forward to **Us**, a copy of all **Certificates** issued in the preceding month.

12. Representations

By acceptance of this Group Policy, the **Policyholder** agrees that all statements contained in the Declarations Page of this Group Policy are complete and accurate and are the **Policyholder's** agreements and representations, and that this Group Policy is issued in reliance upon the truth of such representations.

13. Rights of Recovery and Subrogation

If **We** make any payment under this Group Policy, **We** shall be subrogated to all of the **Policyholder's** rights of recovery, to the extent of payment made. **We** shall have the right to participate with the **Policyholder** and any other insurer in the exercise of all of the **Policyholder's** rights of recovery against any person or organization. The **Policyholder** shall do nothing to impair or prejudice **Our** rights and shall execute and deliver instruments and papers and do whatever is necessary to assist **Us** in the enforcement of its rights.

After the **Policyholder** has been made whole, all amounts recovered by the **Policyholder** from third parties for which the **Policyholder** also received benefits under this Group Policy, shall belong to, and be paid to, **Us** by the **Policyholder** up to the total amount of benefits paid by **Us**.

14. Territory

The benefits provided under this Group Policy are only available for **Certificates** issued during the term of this Group Policy within Canada.

15. Governing Law

This Group Policy shall be governed by and construed in accordance with the laws of the province in which this policy was delivered and the laws of Canada applicable therein. Any legal proceeding by the **Policyholder** against **Us** on this Group Policy or as a result of a dispute arising out of, in connection with or relating to this Group Policy, however framed, shall without exception be brought in and determined exclusively in the courts of the province in which this Group Policy was delivered.

16. Currency

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

17. Notice

All notices shall be given in writing addressed to:

Risk Solutions Department
Trisura Guarantee Insurance Company
333 Bay Street, Box 22
Toronto, Ontario M5H 2R2
Fax: (416) 214-9597

18. Plurals, Headings and Titles

The descriptions in the headings and titles of this Group Policy are solely for reference and convenience and do not lend any meaning to this Group Policy. Words and expressions in the singular shall include the plural and vice versa.

19. Statutory Conditions

Where required by law, all of the conditions set out under the title Statutory Conditions apply with respect to all coverages under this Group Policy or by forms or endorsements which modify this Group Policy.

ANIMAL LIABILITY SPECIAL LIMIT ENDORSEMENT

Endorsement No.: TRSME.T03.001 **Effective date of Endorsement:** May 3, 2026
Group Policy No.: WNTP0526-WALNUT

Issued To:

This endorsement modifies insurance provided under the following:

GROUP TENANT PROGRAM GROUP POLICY

SECTION II – INSURING AGREEMENT of the Group Policy is hereby amended as follows:

Under SECTION II – INSURING AGREEMENT, subsection 2. Limits of Liability is deleted and replaced by the following:

Our liability under this Group Policy shall be no greater than the liability assumed under and in accordance with each **Certificate** issued.

The most **We** will pay for claims arising out of domestic pets or domestic animals owned, or in the care, custody and control of a **Certificateholder** shall be no greater than $100,000 per occurrence.

ALL OTHER TERMS AND PROVISIONS OF THE GROUP POLICY REMAIN THE SAME.

CANCELLATION PROVISION AMENDMENT ENDORSEMENT

Endorsement No.: TRSME.T04.001 **Effective date of Endorsement:** May 3, 2026
Group Policy No.: WNTP0526-WALNUT

Issued To:

This endorsement modifies insurance provided under the following:

GROUP TENANT PROGRAM GROUP POLICY

Under SECTION IV – GENERAL TERMS AND CONDITIONS, 5. Cancellation, the last sentence is deleted and replaced by the following:

> If the Group Policy is cancelled or **We** receive a request from the **Policyholder** for a **Certificate** to be cancelled for reasons other than:
> (1) The termination of the **Certificateholder's** lease;
> (2) The **Certificateholder** no longer resides at the insured location; or
> (3) The **Policyholder** has received proof of other acceptable insurance,
>
> **We** will mail written notice of cancellation to the **Certificateholder's** last known mailing address in accordance with applicable laws.
> However, the **Certificate** will cancel, with or without notice, upon the date the **Certificateholder's** lease is terminated, the Certificateholder no longer resides at the insured location or upon the date the **Policyholder** requests cancellation because they have received proof of other acceptable insurance meeting the insurance requirement of the **Certificateholder's** lease/rental agreement.

Under SECTION IV – GENERAL TERMS AND CONDITIONS, subsection 11. Reporting of Certificates is hereby amended as follows:

> The **Policyholder** shall maintain and keep an accurate record of all **Certificates** issued and cancelled. Within fifteen (15) days from the last day of each month, the **Policyholder** must report to us all **Certificates** issued and cancelled in the preceding month.

ALL OTHER TERMS AND PROVISIONS OF THE GROUP POLICY REMAIN THE SAME.

STATUTORY CONDITIONS ENDORSEMENT

The following Statutory Conditions or General Conditions are added to this Policy. If any condition below contains a variation, omission or addition to the Statutory Condition or General Condition established by the applicable provincial or territorial statute, then the Statutory Condition or General Condition established by provincial or territorial statute prevails. If any portion of these conditions are found to be invalid, unenforceable or contrary to statute, the remainder will remain in full force and effect.

GENERAL POLICY CONDITIONS – ONTARIO

(Applicable to Ontario only)

The following policy conditions, as modified or supplemented by the attached forms or endorsements, apply to all perils insured by this Policy (including fire).

STATUTORY CONDITIONS

1. Misrepresentation

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

2. Property of others

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

3. Change of interest

The Insurer shall be 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 written notice of termination at least:

(i) five days before the effective date of termination if personally delivered or delivered by prepaid courier if there is a record by the person who delivered it that the notice has been sent;
(ii) fifteen days before the effective date of termination if the contract is terminated by registered mail for nonpayment of premium; or;
(iii) thirty days before the effective date of termination if the contract is terminated by registered mail for any other reason.

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

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

(5) The fifteen and thirty days mentioned in clause (1)(a)(ii) and (iii) of this condition commence 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 property insured was located at the time of loss or damage;

(c) if required, give a complete inventory of undamaged property and showing in detail quantities, cost, actual cash value;

(d) if required and if practicable, produce accounts, warehouse receipts and 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, vitiate 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 the notice of loss or make the 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 any 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 any 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 further right of access and entry sufficient to enable its agents to make appraisement 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 a disagreement as to the value of the insured property, 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 shall be 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 so to do within thirty days after receipt of the proofs of loss.

(2) In that event the insurer shall commence to so 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 the 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

(1) Written notice may be given to the Insurer in the following ways:

(a) It may be personally delivered at the chief agency or head office of the Insurer in the Province.
(b) It may be sent by registered mail to the chief agency or head office of the Insurer in the Province.
(c) It may be delivered by electronic means.

(2) Written notice may be given to the Insured named in the contract in the following ways:

(a) It may be personally delivered.
(b) It may be delivered by prepaid courier to the latest address of the Insured on the records of the Insurer if there is a record by the person who has delivered it that the notice has been sent.
(c) It may be sent by registered mail to the latest address of the Insured on the records of the insurer.
(d) It may be delivered by electronic means, if the Insured consents to delivery by electronic means.

(3) In this condition, the expression "registered" means registered in or outside Canada.

Contribution

If on the happening of any loss or damage to property in consequence of which a claim is or may be made under this policy there is in force more than one contract covering the same interest, the liability of the Insurer hereunder shall be limited to its rateable proportion of such claim.

GENERAL POLICY CONDITIONS

(Applicable to the Provinces/Territories of Newfoundland & Labrador, Nova Scotia, Prince Edward Island, New Brunswick, Nunavut, Yukon and The Northwest Territories.)

The following policy conditions, as modified or supplemented by the attached forms or endorsements, apply to all perils insured by this Policy (including fire).

STATUTORY CONDITIONS

1. Misrepresentation

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

2. Property of others

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

3. Change of interest

The insurer shall be 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.

4. Material change

Any change material to the risk and within the control and knowledge of the insured shall avoid the contract as to the part affected thereby, unless the change is promptly notified in writing to the insurer or its local agent; and the insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the contract, or may notify the insured in writing that, if 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; and in default of such payment the contract shall no longer be in force and the insurer shall return the unearned portion, if any, of the premium paid.

5. Termination

(1) This contract may be terminated

(a) by the insurer giving to the insured fifteen days' notice of termination by registered mail or five days' written notice of termination personally delivered;
(b) by the insured at any time on request.

(2) Where this contract is terminated by the insurer

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

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

(4) The refund may be made by money, postal or express company money order or by cheque payable at par*.
* In Northwest Territories and Nunavut: or electronic funds transfer

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

6. Requirements after loss

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

(a) forthwith give notice thereof in writing to the insurer;

(b) deliver as soon as practicable to the insurer a proof of loss verified by a statutory declaration,

(i) giving a complete inventory of the destroyed and damaged property and showing in detail quantities, costs, actual cash value and particulars of amount of loss claimed,
(ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
(iii) stating that the loss did not occur through any 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 the contract,
(vii) showing the place where the property insured was at the time of loss;

(c) if required, give a complete inventory of undamaged property and showing in detail quantities, cost, actual cash value;
(d) if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other contract.

(2) The evidence furnished under clauses (c) and (d) of subcondition (1) 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, shall vitiate the claim of the person making the declaration.

8. Who may give notice and proof

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

9. Salvage

(1) The insured, in the event of any loss or damage to any property insured under the contract, shall take all reasonable steps to prevent further damage to any such property so damaged and to prevent damage to other property insured hereunder including, if necessary, its removal to prevent damage or further damage thereto.

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

10. Entry, Control, Abandonment

After any loss or damage to insured property, the insurer shall have 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 appraisement or particular estimate of the loss or damage, but the insurer is not be entitled to the control or possession of the insured property, and without the consent of the insurer there can be no abandonment to it of insured property.

11. Appraisal

In the event of a disagreement as to the value of the property insured, the property saved or the amount of the loss, those questions shall be determined by appraisal as provided under the *Insurance Act** before there can be any recovery under this contract whether the right to recover on the contract is disputed or not, and independently

of all other questions. There shall be no right to an appraisal until a specific demand therefor is made in writing and until after proof of loss has been delivered.
* In Newfoundland and Labrador: The *Insurance Contracts Act*

12. When Loss Payable

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

13. Replacement

(1) The insurer, instead of making payment, may repair, rebuild, or replace the property damaged or lost, giving written notice of its intention so to do within thirty days after receipt of the proofs of loss.

(2) In that event the insurer shall commence to so repair, rebuild, or replace the property within forty-five days after receipt of the proofs of loss, and shall thereafter proceed with all due diligence to the completion thereof.

14. Action

Every action or proceeding against the insurer for the recovery of any claim under or by virtue of this contract shall be absolutely barred unless commenced within one year* next after the loss or damage occurs.
* In Northwest Territories, Nunavut, and Yukon: two years

15. Notice

Any written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the province or territory, as applicable. Written notice may be given to the insured named in the contract by letter personally delivered to him or by registered mail addressed to him at his latest post office address as notified to the insurer. In this condition, the expression “registered” means registered in or outside Canada.

GENERAL POLICY CONDITIONS

(Applicable to the provinces of Alberta, British Columbia, Manitoba and Saskatchewan)

The following Statutory Conditions apply to all of the perils insured by this form (including fire) unless applicable legislation provides otherwise.

In respect of liability coverage(s), only Statutory Conditions 2., 3., 4., 5. and 14. apply.

If any condition below contains a variation, omission or addition to the Statutory Condition established by the applicable Provincial or Territorial statute, then the Statutory Condition established by Provincial or Territorial statute prevails. If any portion of these conditions are found to be invalid, unenforceable or contrary to statute, the remainder will remain in full force and effect.

STATUTORY CONDITIONS

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
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.

3. Change of Interest
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.

4. Material Change in Risk
(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.

5. Termination of Insurance
(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.

* In Alberta: Recorded mail.

** In Saskatchewan: The 15-day period starts on the day following the day on which the registered letter or notification of it is delivered to the insured's postal address.

6. Requirements After Loss

(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.

7. 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.

8. 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.

9. 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 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.

10. Entry, Control, Abandonment

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.

11. 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 insurer.

* In Saskatchewan: *The Insurance Act*

12. 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 insurer.

13. Repair Or Replacement

(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.

14. Notice

(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.

* In Alberta: Recorded mail.
** In Saskatchewan: chief office.

GENERAL CONDITIONS - QUEBEC

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 non-compliance 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 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.

3.6 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.

The Insured 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.

3.7 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.

3.8 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 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 the 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 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 Fire insurance (Articles 2485 and 2486)
(applicable to property insurance only)

In fire insurance, the insurer is bound to repair any damage which is an immediate consequence of fire or combustion, whatever the cause, including damage to the property during removal or that caused by the means employed to extinguish the fire, subject to the exceptions specified in the policy. The insurer is also liable for the disappearance of insured things during the fire, unless he proves that the disappearance is due to theft which is not covered.

The insurer is not liable for damage caused solely by excessive heat from a heating apparatus or by any process involving the applications of heat where there is no fire or commencement of fire but, event where there is no fire, the insurer is liable for damage caused by lightning or the explosion of fuel.

An insurer who insures a property against fire is not liable for damage due to fires or explosions caused by foreign or civil war, riot or civil disturbance, nuclear explosion, volcanic eruption, earthquake or other cataclysm.

4.5 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.

4.6 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.

4.7 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.

4.8 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.

4.9 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.

4.10 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 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 that 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 the 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 Insureds. 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.