

economical

Definity Insurance Company

(HEREINAFTER CALLED THE INSURER)

EXPERT Small & Medium Enterprise

Policy No. 040151682

NAME OF INSURED

NOVA SCOTIA AA GROUP INSURANCE POLICY

POSTAL ADDRESS OF INSURED

16 BIRCHDALE AVE  
DARTMOUTH, NS  
B2X 1E5

BROKER / AGENT 01310

MACLEOD LORWAY  
DARTMOUTH, NS B3B 2B4  
(902) 464-4000

INSURANCE PERIOD

FROM

TO

12:01 A.M. Standard Time at  
the Postal Address of the  
Named Insured as stated herein

31 12 2024  
Day Mo. Year

31 12 2025  
Day Mo. Year

TOTAL PREMIUM FOR THIS

RENEWAL

\$ 2,019

This policy is made and accepted subject to forms 4225 Additional Exclusions; 4246 Declaration of Emergency; 2180 Standard Conditions and 2184 Statutory Conditions which are hereby specially referred to and made a part of this policy together with such other provisions, agreements or conditions as may be endorsed hereon or added hereto.

In return for the payment of the premium the Policy Number indicated is renewed for Insurance period stated. The wordings attached replace existing Riders. Please contact your Broker if you require an explanation of coverage.

LOCATION 3 DUNDAS ST  
DARTMOUTH, NS  
B2Y 2T6  
Occupancy - LITERATURE INVENTORY  
Construction - FRAME

Loss, if any, payable to insured

COVERAGES:

FORM	CO-INS	DEDUCTIBLE	LIMIT	RATE	PREMIUM
------	--------	------------	-------	------	---------

A EXPERT COMMERCIAL CONTENTS OF EVERY DESCRIPTION

2188		1,000	10,000		Included
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B EXPERT SMALL AND MEDIUM ENTERPRISE EXTENSION

6488			Included		Included
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ARENL 15 11 2024

THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE

**NOTICE TO INSURED**

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In Witness Whereof the INSURER has executed this policy as evidenced by the signature of the authorized representative of the Insurer.



President and Chief Executive Officer

**CANCELLATION OF POLICY**

The undersigned Insured named in Policy no. .... and renewal certificates (if any), hereby acknowledges the cancellation thereof effective as of ..... 20 ..... at 12:01 A.M. standard time and agrees that all liability of the Insurer with respect to accidents, losses, or damage occurring on or after that date is hereby terminated.

\_\_\_\_\_  
Signature of Mortgagee

\_\_\_\_\_  
Signature of Insured

**24 HOUR EMERGENCY CLAIMS SERVICE**  
**IN CANADA/U.S.A.: 1 - 800 - 607 - 2424**

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(HEREINAFTER CALLED THE INSURER)

EXPERT Small & Medium Enterprise

Policy No. 040151682

Loss, if any, payable to insured

OTHER COVERAGES:

FORM	CO-INS	DEDUCTIBLE	LIMIT	RATE	PREMIUM
------	--------	------------	-------	------	---------

A COMMERCIAL GENERAL LIABILITY  
ALCOHOLICS ANONYMOUS MEETINGS

2294		1,000	2,000,000		Included
------	--	-------	-----------	--	----------

PRODUCTS AND COMPLETED OPERATIONS AGGREGATE

2,000,000

B PERSONAL AND ADVERTISING INJURY

2294			2,000,000		Included
------	--	--	-----------	--	----------

C MEDICAL PAYMENTS  
ANY ONE PERSON

2294			25,000		Included
------	--	--	--------	--	----------

D TENANTS LEGAL LIABILITY  
ANY ONE LOCATION

2294		1,000	100,000		Included
------	--	-------	---------	--	----------

E ADDITIONAL INSURED ENDORSEMENT  
AS PER ACCEPTABLE CERTIFICATES OF INSURANCE ON FILE WITH INSURER

2069			Included		Included
------	--	--	----------	--	----------

F Special wording 1  
IT IS HEREBY UNDERSTOOD AND AGREED THAT LIABILITY HAS BEEN EXTENDED

2294			Included		Included
------	--	--	----------	--	----------

Total Renewal Premium \$ 2,019

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**SPECIAL WORDING 1**

IT IS HEREBY UNDERSTOOD AND AGREED THAT LIABILITY HAS BEEN EXTENDED TO THE FOLLOWING GROUPS:

WOLFVILLE MORNING AA MEETING  
WOLFVILLE BAPTIST CHURCH, 487 MAIN ST, WOLFVILLE NS B4P 1E3

BROOKLYN GROUP  
NEWPORT UNITED CHURCH, 7800 HWY 14, NEWPORT NS B0N 2A0

WOLFVILLE GROUP  
ST. FRANCIS OF ASSISI CHURCH WOLFVILLE CORPUS CHRISTI PARISH  
118 MAIN STREET ,WOLFVILLE, NS , B4P 1B7 TIME: THURSDAYS AT 8:10 PM

HANTSPORT GROUP, UNITED CHURCH OF ST JAMES  
17 PRINCE ST PO BOX 414, HANTSPORT NS B0P 1P0

FRESH START GROUP THREE MILE PLAINS, ST. THOMAS ANGLICAN CHURCH  
4771 HWY 1, THREE MILE PLAINS, NS B0N 2T0

ST CROIX 12&12 GROUP  
ST.CROIX UNITED CHURCH, 5477 HIGHWAY #1,ST CROIX, HANTS COUNTY WEST,NS

LAHAVE GROUP  
ST PAUL LUTHERAN CHURCH, 25 PHOENIX ST, BRIDGEWATER NS B4V 2H6

ACTION GROUP HOLY TRINITY ANGLICAN, CHURCH 78 ALEXANDER AVENUE  
BRIDGEWATER, NS B4V 1H1

CAMBRIDGE FELLOWSHIP GROUP  
UNITED BAPTIST CHURCH, 5981 HWY #1, CAMBRIDGE, NS B0P 1G0

FUNDY GROUP  
KENTVILLE RECREATION CENTRE, 345 MAIN ST, KENTVILLE, NS

HOPE GROUP, ST. JOHN THE BAPTIST CATHOLIC CHURCH  
390 HIGH ST , NEW GLASGOW, NS , B2H 2X7

TUESDAY NIGHT DISCUSSION, SISTER CATHERINE STEELE CENTRE  
12 ST BERNARD ST, STELLERTON, NS MEETING TIME: 7 P.M.

H.O.W. GROUP, FIRST BAPTIST CHURCH  
896 EAST RIVER ROAD, NEW GLASGOW, NS B2H 3S6

KENTVILLE GROUP MEETING - MONDAY EVENINGS AT 8 PM  
SALVATION ARMY CITADEL, 15 NICHOLS AVE. KENTVILLE, NS B4N 2G9

WINDSOR SATURDAY NIGHT GROUP  
WINDSOR UNITED CHURCH, 613 KING ST, WINDSOR, NS B0N 2T0

SATURDAY WOMEN'S MEETING MEETING PLACE:PORT WILLIAMS BAPTIST CHURCH  
1031 MAIN STREET PORT WILLIAMS, NS B0P 1T0

THE GASPEREAU GROUP  
MEETING LOCATION: LOUIS MILLETT CENTRE, 9489 COMMERCIAL STREET, NEW  
MINAS, NS B4N 3G5 - TIME: SUNDAYS AT 7:30 PM

NOTICE TO INSURED

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ACCEPTANCE GROUP - LOCATION: ST. ANDREWS UNITED CHURCH  
6036 COBURG ROAD, HALIFAX, NOVA SCOTIA B3H 1Y9

ATLANTIC GROUP - LOCATION: SAINT GEORGE'S ROUND CHURCH,  
2222 BRUNSWICK STREET, HALIFAX, NOVA SCOTIA

BACK TO BASICS - LOCATION: TRINITY ANGLICAN CHURCH, 321 MAIN  
AVENUE, HALIFAX, NOVA SCOTIA

CIRCLE OF SISTERS GROUP - LOCATION: CLUB 24,  
3 DUNDAS ST, DARTMOUTH B2Y 2T6

COLBY VILLAGE BIG BOOK STUDY GROUP - LOCATION: POPE JOHN  
XXIII CHURCH, 35 COLBY DRIVE, DARTMOUTH, NOVA SCOTIA

COLE HARBOUR GROUP - LOCATION: COLE HARBOUR-WOODSIDE UNITED CHURCH  
15 BISSETT RD, DARTMOUTH NS

DISTRICT 2 COMMITTEE, LOCATION :3 DUNDAS STREET, DARTMOUTH, NS

EARLY RISERS GROUP - LOCATION: CLUB 24, 3 DUNDAS STREET  
DARTMOUTH, NOVA SCOTIA

FOUR SEASONS GROUP - LOCATION: SACKVILLE HEIGHTS COMMUNITY  
CENTRE, 45 CONNOLLY ROAD, LOWER SACKVILLE, NOVA SCOTIA

FRESH START GROUP - LOCATION : SACKVILLE HEIGHTS COMMUNITY  
CENTRE, 45 CONNOLLY ROAD, LOWER SACKVILLE, NOVA SCOTIA

GASTON ROAD GROUP - LOCATION: ST. CLEMENTS CHURCH HALL, 16  
GASTON ROAD, DARTMOUTH, NOVA SCOTIA

HIGHLAND PARK GROUP - LOCATION:ST MARGARET'S OF SCOTLAND CHURCH  
3751 ROBIE ST, HALIFAX NS

HUBBARDS GROUP - LOCATION: ST. LUKE'S CHURCH, SHORE RD,  
HUBBARDS, NOVA SCOTIA

KEEP IT SIMPLE GROUP - CLUB 24 - LOCATION 3 DUNDAS STREET,  
DARTMOUTH, NOVA SCOTIA

LOST AND FOUND BIG BOOK DISCUSSION GROUP - LOCATION: ST LUKE'S  
UNITED CHURCH, 5419 NOVA SCOTIA 3 TRUNK, UPPER TANTALLON, NS

SECOND CHANCE - LOCATION: SACKVILLE HEIGHTS COMMUNITY CENTRE,  
45 CONNOLLY ROAD, LOWER SACKVILLE, NOVA SCOTIA

SERENITY SISTERS - LOCATION: SACKVILLE HEIGHTS COMMUNITY CENTRE  
45 CONNOLLY ROAD, LOWER SACKVILLE, NOVA SCOTIA

ST. MARGARET'S BAY GROUP - LOCATION: SEVENTH DAY ADVENTIST  
CHURCH, 12494 PEGGY'S COVE ROAD, TANTALLON, NOVA SCOTIA B3Z 2M7

SUNDAY NIGHT SERENITY - LOCATION: APOSTLES ANGLICAN CHURCH  
6670 BAYERS ROAD, HALIFAX, NOVA SCOTIA

TALLAHASSEE GROUP - LOCATION: EASTERN PASSAGE BAPTIST CHURCH



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385 COWBAY ROAD, EASTERN PASSAGE, NOVA SCOTIA

THE ONLY REQUIREMENT GROUP - LOCATION: 3372 DEVONSHIRE AVENUE,  
HALIFAX, NOVA SCOTIA B3K 3M2

TIMBERLEA GROUP - LOCATION: ST. ANDREWS ANGLICAN CHURCH,  
2553 ST. MARGARET'S BAY ROAD, TIMBERLEA, NOVA SCOTIA

WELCOME GROUP - LOCATION: BETHANY CHURCH HALL, 7171 CLINTON  
AVENUE, HALIFAX, NOVA SCOTIA

WEST END STEP GROUP - LOCATION: ST CATHERINE CHURCH,  
6476 BAYERS ROAD, HALIFAX, NOVA SCOTIA B3L 2B1

CENTRAL SERVICE COMMITTEE, LOCATION  
5522 RUSSELL STREET, HALIFAX, NOVA SCOTIA B3K 1X2

LION'S DEN, ST. GEORGE'S ROUND CHURCH LOCATION  
2222 BRUNSWICK STREET, HALIFAX, NS B3K 2Z3

DOWNTOWN DARTMOUTH LOCATION  
3 DUNDAS STREET, DARTMOUTH, NS B2Y 2T6

DOWNTOWN HALIFAX GROUP LOCATION  
1479 BARRINGTON STREET, ST. MATTHEWS CHURCH, HALIFAX NS

FREEDOM GROUP LOCATION  
LOCATION: FAIRVIEW CITADEL CORPS., 50 GESNER AVENUE, FAIRVIEW, NS

ANY LENGTHS BIG BOOK STUDY LOCATION  
5303 TOBIN ST, HALIFAX, NS

PORTERS LAKE GROUP LOCATION  
4693 NS TRUNK 7, PORTERS LAKE NS

GRATEFUL GROUP LOCATION  
HALIFAX CHRISTIAN CHURCH, 51 FARNHAM GATE RD, HALIFAX NS

BEDFORD GROUP LOCATION  
ALL SAINTS ANGLICAN CHURCH, 1408 BEDFORD HIGHWAY, BEDFORD NS

MEN'S LITERATURE MEETING LOCATION  
APOSTLES ANGLICAN CHURCH, 6670 BAYERS RD, HALIFAX, NS

NEW PAIR OF GLASSES MEETING LOCATION: SALVATION ARMY 328-147  
OCHTERLONEY STREET, PO BOX 312, DARTMOUTH, NS

HAPPY DESTINY BIG BOOK STUDY MEETING LOCATION: SALVATION ARMY  
RESOURCE CENTER 328 HERRING COVE ROAD, HALIFAX, NS B3R 1V4

NEW HOPE GROUP MEETING LOCATION: ST. MICHAEL'S CHURCH,  
14 ST. MICHAEL'S AVE, HALIFAX, NS B3P 1M5

PUGWASH AA GROUP MEETING LOCATION: WESLEY ST MATTHEWS  
30 CHURCH ST, PUGWASH NS B0K 1L0

HILLTOPPERS NOON MEETING MEETING LOCATION: FIRST BAPTIST CHURCH

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564 GLEN ALLEN DR BRIDGEWATER, NS

AGNOSTIC ALCOHOLICS CLUB 24, 3 DUNDAS ST DARTMOUTH, NS

RAINBOW OF RECOVERYT MEETING LOCATION: ST. ANDREWS COMMUNITY CENTRE  
3380 BARNSTEAD LANE HALIFAX, NS

RAINBOW OF RECOVERYT MEETING LOCATION: GRACE UNITED CHURCH  
70 KING ST, DARTMOUTH NS B2Y 4R3

HALIFAX AA MEN'S MEETING LOCATION: ST JAMES UNITED CHURCH  
181 PORTLAND ST DARTMOUTH NS B2Y 1J5

HALIFAX SUNDAY MORNING GROUP, LOCATION: GEORGE DIXON CENTRE  
2502 BRUNSWICK STREET, HALIFAX, NS B3K 3A7

THE FALL RIVER GROUP  
3360 HIGHWAY 2 FALL RIVER, NS

STEP 11, MEDITATION, SHAMBALA SCHOOL  
5450 RUSSELL ST, HALIFAX, NS. B3K 1W9

LANGUAGE OF THE HEART GROUP  
KENTVILLE REC CENTER, 354 MAIN ST., KENTVILLE, NS

THE HOPE GROUP, ALBION COMMUNITY CENTER  
122 LEO FAHEY WAY, STELLARTON, NS

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## LEGAL SERVICES

Economical has partnered with ARAG Legal Solutions Inc. (ARAG) to provide access to legal services for small business owners. These valuable services are automatically included as a part of your Economical policy at no extra cost to you.

### Unlimited access to a general legal advice helpline

If you need advice on general Canadian business-related legal matters, the general legal advice helpline is available 24 hours a day, seven days a week. You can call the helpline as often as you need to.

### Here are a few examples of questions you could ask:

- What steps should I take to fire a poor performing employee, so they don't sue me for wrongful dismissal?
- I hired a contractor to renovate our office space, but the work is substandard. What are my rights?
- I received a letter from the CRA (Canada Revenue Agency) requesting an onsite audit. Do I have a legal obligation to answer every question they ask?

Call **1-866-661-0606** to be connected to a lawyer or schedule a time that is convenient for you. Please have your Economical policy number ready before calling.

### Unlimited access to commonly used legal documents

You have access to a library of commonly used legal documents based on Canadian laws and legal best practices. Create a customized legal document in under 10 minutes.

Follow the step-by-step instructions to ensure a complete legal document is created. Any documents you create can be downloaded, printed, and securely saved within your account for future use or reference.

Create your account today by visiting [documentcentre.arag.ca](https://documentcentre.arag.ca) and use Economical customer code **Economical1**.

### Simple legal document review and simple legal letter drafting

Legal documents are not always written in plain language, and it requires time and effort on your part to fully understand your legal obligations and rights. You can have one of our lawyers review a simple legal document up to eight single sided pages in length, such as a bill of sale, a service contract, or a non-disclosure agreement.

### Lawyers are also available to draft a simple legal letter. For example:

- **Demand letters** – Requesting overdue payment for goods and/or services provided
- **Travel consent letters** – For a minor travelling with a separated or divorced parent
- **Employee warning letters** – Requesting a change in behaviour that aligns with employment law and best practices

This service will help reduce your legal risks and costs, and we encourage you to use it as often as you need to. To start the document review or letter drafting process, please call the general legal advice helpline at **1-866-661-0606**.

For more information about ARAG visit [arag.ca](https://arag.ca) or reach out to your broker if you have questions about these services.

## STATUTORY CONDITIONS

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

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.

### 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 referred to in subparagraph (1) (a) of this condition starts to run 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 of or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9.,
  - (a) immediately give notice in writing to the insurer,
  - (b) deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration
    - (i) giving a complete inventory of that property and showing in detail quantities and 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 subparagraph (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.

## STATUTORY CONDITIONS

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

**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\*.
- (5) The fifteen days mentioned in clause (a) of subparagraph (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.

\* In Northwest Territories and Nunavut: or electronic funds transfer

## 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 subparagraph (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 subparagraph (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 appraisal or particular estimate of the loss or damage, but the insurer shall 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 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.

### STATUTORY CONDITIONS

(Applicable to Ontario Only)

#### 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 of the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

#### 2. Property of Others

Unless otherwise specifically stated in the contract, the insurer is not liable for loss or damage to property owned by any person other than the insured, unless the interest of the insured therein 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 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 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 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 fifteen days notice of termination by registered mail or five days written notice of termination personally delivered or delivered by prepaid courier if there is a record by the person who delivered it that the notice has been sent;
  - (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, but, in no event, shall the proportionate 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 cheque payable at par.
- (5) The fifteen days mentioned in clause (1) (a) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed. The five days mentioned in clause (1) (a) of this condition commences to run on the day following the day there is a record by the person who delivered it that the notice has been sent.

#### 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) 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 subparagraph (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, vitiates 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 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 proportionately towards any reasonable and proper expenses in connection with steps taken by the insured and required under subparagraph (1) of this condition according to the respective interests of the parties.

**10. Entry, Control, Abandonment**

After loss or damage to insured property, the insurer has an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and, after the insured has secured the property, a further right of access and entry sufficient to enable them to make appraisal or particular estimate of the loss or damage, but the insurer is not 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 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.

**12. When Loss Payable**

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

**13. Replacement**

- (1) The insurer, instead of making payment, may repair, rebuild, or replace the property 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 a claim under or by virtue of this contract is absolutely barred unless commenced within one year next after the loss or damage occurs.

**15. Notice**

- (1) Written notice may be given to the insurer in the following ways:
  1. It may be personally delivered at the chief agency or head office of the insurer in the Province.
  2. It may be sent by registered mail to the chief agency or head office of the insurer in the Province.
  3. It may be delivered by electronic means.
- (2) Written notice may be given to the insured named in the contract in the following ways:
  1. It may be personally delivered.
  2. 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.
  3. It may be sent by registered mail to the latest address of the insured on the records of the insurer.
  4. 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.