

Certificate Of Automobile Insurance (For Vehicle Sharing- Ontario)

This Certificate is proof of a contract of insurance between the Named Insured and the Insurer, subject in all respects to the Ontario Automobile Policy (OAP 1). In return for the premium charged and the statements contained in the Application, the contract provides the coverage outlined in this Certificate. You only have a particular coverage for a specific automobile if this Certificate shows a premium for it, or shows the coverage is provided at no cost. All other terms of the Policy remain the same unless stated otherwise in this Certificate. Your insurer will provide you with a copy of the Policy if you request it. This Certificate is only valid if it is signed by an authorized representative of the Insurer.



(Hereinafter Called The Insurer)

Broker		Code 29-0094		Billing Method		Policy Number 41250894		Reason for Issuance New Business			
Named/Address of Insured Named Insureds as per Schedule 1 38936 QUEENS WAY, UNIT 8B SQUAMISH, BC, V8B 0K8				Lessor's Name and Address As per Lessor's Schedule (For Vehicle Sharing-Ontario) Attached							
Policy Period From 12:01 a.m.		D M YR 14 12 2017		To 12:01 a.m.		D M YR 14 12 2018		All times are local times at the Named Insured's primary address shown on this Certificate.			
DESCRIBED AUTOMOBILES											
Auto No.	Model Year	Trade Name / Model		Body Type	V.I.N. / Serial Number		# of Cyl	C.C	Gross Vehicle Weight Rating	Price	
Described Automobiles, as defined in Schedule 1											
Leinholders (to whom loss may be jointly payable) As per Leinholders (to whom loss may be jointly payable) Schedule (For Vehicle Sharing – Ontario) Attached.											
RATING INFORMATION											
Auto No	Class	Driving Record			Vehicle Code	Rate Group			Territory	Com. Co. Use	At Fault Claims/Convictions Surcharge
		BI	PD/ DCPD	AB COLL/ AP		ACC. BEN	DCPD	COLL/ AP	COMP/ SP		
As per APCF 21S – Monthly Reporting Basis Fleet for Ontario Vehicle Sharing Endorsement Attached											
INSURANCE COVERAGES:			LIABILITY			OPCF 44R		ACCIDENT BENEFITS			
Perils	Auto No.	Liability Limits		Bodily Injury	Property Damage	Direct Compensation – Property Damage *		Family Protection Endorsement	Standard Benefits	Uninsured Automobile	
LIMIT		\$2,000,000				*This policy contains a partial payment of recovery clause for property damage if a deductible is specified for direct compensation – property damage.		Limits are the same as Liability Section unless Otherwise specified.	As stated in Section 4 of Policy.	As stated in Section 5 of Policy.	
Deductible	As per APCF 21S – Monthly Reporting Basis Fleet for Ontario Vehicle Sharing Endorsement Attached										
Prem In Doll.					INCL.					INCL.	
LOSS OR DAMAGE**						POLICY CHANGE FORMS & OPTIONAL ACCIDENT BENEFITS TOTAL PER AUTOMOBILE		TOTAL PREMIUM PER AUTOMOBILE			
**This policy contains a partial payment of loss clause. A deductible applies for each claim except as stated in your policy.											
Perils	Auto No.	All Perils	Collision or Upset	Excluding Collision or Upset Comprehensive	Specified Perils	Total Loss or Damage Premium	See reverse side of documents for details of Policy Change Forms & optional Increased Accident Benefits.				
Deductible	As per APCF 21S – Monthly Reporting Basis Fleet for Ontario Vehicle Sharing Endorsement Attached						FORM #	As per APCF 21S – Monthly Reporting Basis Fleet for Ontario Vehicle Sharing Endorsement Attached			
Prem In Doll.										As per APCF 21S – Monthly Reporting Basis Fleet for Ontario Vehicle Sharing Endorsement Attached	
Remarks: Please read reverse side for additional information on the rating of your policy. This is your Certificate of Automobile Insurance (for Vehicle Sharing-Ontario). Contact your Broker/Agent with any questions or if you require clarification regarding your coverage choices.						TOTAL POLICY PREMIUM		\$ INCL			
						MINIMUM NON-REFUNDABLE PREMIUM		\$ INCL			

A. Sandall

[Signature]

[Authorized Signature of Insurer][Corporate Secretary]

Chief Executive Officer

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

Broker		Code 29-0094		Billing Method	Policy Number 41250894	Reason for Issuance New Business
Named Insured and Primary Address Named Insureds as per Schedule 1				Lessor's Name and Address As per Lessor's Schedule (For Vehicle Sharing-Ontario) Attached		
Policy Period From 12:01 a.m.	D M YR 14 12 2017	To 12:01 a.m.	D M YR 14 12 2018	All times are local times at the Named Insured's primary address shown on this Certificate.		

Driver Information					
Driver No.	Driver Name	Assignment to Vehicle			Territory Description
		Principal	Secondary	Occasional	
As known to the Insurer					

With limits as stated in Section 4 of Policy, the following Optional Increased Accident Benefits will be listed if purchased: Caregiver, Housekeeping & Home Maintenance; Medical & Rehabilitation & Attendant Care (\$130,000/\$1,000,000); Optional Catastrophic Impairment (additional \$1,000,000 added to Standard Benefit or Optional Medical, Rehabilitation & Attendant Care Benefit); Death & Funeral; Dependant Care; Indexation Benefit (Consumer Price Index). Income Replacement (\$600/\$800/\$1000) will be listed with selected limit if purchased.

Policy Change Forms, Surcharges, Discounts, Other Messages:

The premium for Uninsured Automobile is included and accounts for 5% of the Accident Benefits (Standard Benefits) premium indicated.

The premium for Liability - Property Damage is included and accounts for 5% of the Bodily Injury premium indicated.

Type of Use or Description of Automobiles	Form No.	Limit	Premium per Automobile
As defined in Schedule 1.	OPCF 44R FAMILY PROTECTION COVERAGE	\$2,000,000	INCLUDED
	APCF 5C CARSHARING ENDORSEMENT	As per APCF 5C endorsement attached.	INCLUDED
	APCF 5D CONVERSION COVERAGE FOR CARSHARING (RENTED OR LEASED AUTOMOBILES)	As per APCF 5D endorsement attached.	INCLUDED
	APCF 21S MONTHLY REPORTING BASIS FLEET FOR ONTARIO VEHICLE SHARING ENDORSEMENT ATTACHED	As per APCF 21S endorsement attached.	INCLUDED

Broker	Code 29-0094			Billing Method	Policy Number 41250894	Reason for Issuance New Business
Named Insured and Primary Address Named Insureds as per Schedule 1				Lessor's Name and Address As per Lessor's Schedule (For Vehicle Sharing-Ontario) Attached		
Policy Period From 12:01 a.m.	D M YR 14 12 2017	To 12:01 a.m.	D M YR 14 12 2018	All times are local times at the Named Insured's primary address shown on this Certificate.		

This is a brief explanation of the insurance outlined in this Certificate. More specific details of your policy wordings are available on The Financial Services Commission of Ontario's website at www.fscso.gov.on.ca or on request by contacting your broker.

Liability - Provides coverage for you or other insured persons if someone else is killed or injured or their property is damaged in an automobile incident. It will pay for legitimate claims against you or other insured persons up to the limit of your coverage, and the cost of settling claims.

Accident Benefits - Your insurance company is obligated to explain details of Accident Benefits coverage to you.

Provides benefits that you and other insured persons are entitled to receive if injured or killed in an automobile accident. These benefits may include: income replacement for persons who have lost income; payments to non-earners who suffer complete inability to carry on a normal life; payment of medical, rehabilitation and attendant care expenses; payment of certain other expenses; payment of funeral expenses and payments to survivors of a person who is killed. You may also purchase optional benefits to increase the standard level of benefits provided in the policy. The optional benefits your insurance company must offer are: income replacement; medical, rehabilitation and attendant care; optional catastrophic impairment; caregiver, housekeeping and home maintenance; death and funeral; dependant care; and an indexation benefit.

Uninsured Automobile - Provides coverage if you or other insured persons are injured or killed by an uninsured motorist or by a hit-and-run driver. It covers damage to your automobile and its contents caused by an identified uninsured motorist.

Direct Compensation - Property Damage - Provides coverage in Ontario, under certain conditions, for damage to your automobile and to property it is carrying, when another motorist is responsible. It is called Direct Compensation because you will collect from us, your insurance company, even though you are not at fault for the accident. There may be a deductible amount, and this amount is either paid by you toward the cost of repairs or is deducted from the loss settlement. Higher deductibles may reduce your premium.

Loss or Damage - Provides a selection of optional coverages for your own automobile. Payments cover direct and accidental loss of, or damage to, a described automobile and its equipment. There is usually a deductible amount indicated for each coverage and this amount is either paid by you toward the cost of repairs or is deducted from the loss settlement. Higher deductibles may reduce your premium. There are four types of coverages:

- **Specified Perils:** Covers the described automobile against loss or damage caused by certain specific perils. They are: fire; theft or attempted theft; lightning; windstorm; hail or rising water; earthquake; explosion; riot or civil disturbance; falling or forced landing of aircraft or parts of aircraft; or the stranding, sinking, burning, derailment or collision of any kind of transport in or upon which the described automobile is being transported.
- **Comprehensive:** Covers a described automobile against loss or damage other than those covered by Collision or Upset, including perils listed under Specified Perils, falling or flying objects, missiles and vandalism.
- **Collision or Upset:** Covers damage when a described automobile is involved in a collision with another object or tips over.
- **All Perils:** Combines the Collision or Upset and Comprehensive coverages.

OPCF 44R Family Protection Endorsement - The insurer shall indemnify an eligible claimant for the amount that he/she is legally entitled to recover from an inadequately insured motorist as compensatory damages in respect of bodily injury to or death of an insured person arising directly or indirectly from the use or operation of an automobile. The Insurer's maximum liability is the amount by which the limit of family protection coverage exceeds the total of all limits of motor vehicle liability insurance, or other guarantees required by law in lieu of insurance, of the inadequately insured motorist and of any person jointly liable with that motorist.

Broker	Code 29-0094	Billing Method	Policy Number 41250894	Reason for Issuance New Business
Named Insured and Primary Address Named Insureds as per Schedule 1		Lessor's Name and Address As per Lessor's Schedule (For Vehicle Sharing-Ontario) Attached		
Policy Period From 12:01 a.m.	D M YR 14 12 17	To 12:01 a.m.	D M YR 14 12 18	All times are local times at the Named Insured's primary address shown on this Certificate.

THIS CERTIFICATE CONTAINS IMPORTANT INFORMATION ABOUT YOUR AUTOMOBILE INSURANCE

This Certificate is proof of a contract of insurance between the Named Insured and the Insurer, subject in all respects to the Ontario Automobile Policy (OAP 1). In return for the premium charged and the statements contained in the Application, the contract provides the coverage outlined in this Certificate. You only have a particular coverage for a specific automobile if this Certificate shows a premium for it, or shows the coverage is provided at no cost. All other terms of the Policy remain the same unless stated otherwise in the Certificate. Your Insurer will provide you with a copy of the Policy if you request it..

Warning: The *Insurance Act* provides that where (a) an Applicant for a contract, (i) gives false particulars of the described automobile to be insured to the prejudice of the Insurer, or (ii) knowingly misrepresents or fails to disclose in the application any fact required to be stated therein; or (b) the Insured contravenes a term of the contract or commits a fraud; or (c) the Insured wilfully makes a false statement in respect of a claim under the contract, a claim by the Insured, for other than such statutory accident benefits as are set out in the Statutory Accident Benefits Schedule, is invalid and the right of the Insured to recover indemnity is forfeited.

Warning - Offences: It is an offence under the *Insurance Act* to knowingly make a false or misleading statement or representation to an Insurer in connection with the person's entitlement to a benefit under a contract of insurance, or to wilfully fail to inform the Insurer of a material change in circumstances within 14 days, in connection with such entitlement. The offence is punishable on conviction by a maximum of \$250,000 for the first offence and a maximum fine of \$500,000 for any subsequent conviction.

It is an offence under the federal *Criminal Code* for anyone to knowingly make or use a false document with the intent it be acted on as genuine and the offence is punishable, on conviction, by a maximum of 10 years imprisonment.

It is an offence under the federal *Criminal Code* for anyone, by deceit, falsehood or other dishonest act, to defraud or to attempt to defraud an insurance company. The offence is punishable, on conviction, by a maximum of 14 years imprisonment for cases involving an amount over \$5,000 or otherwise a maximum of 2 years imprisonment.

CANCELLATION MUST BE SIGNED BEFORE CREDIT CAN BE GIVEN

CANCELLATION REQUEST - POLICY NO. []

[]

This section to be completed and signed by the Insured to request cancellation of this policy in its entirety.

In return for the unearned portion of the premium, if any, this policy is cancelled effective at 12:01A.M. Standard Time on _____.
Any interim and renewal certificates, including liability cards, are no longer valid.

If payable to other than Insured,
Lienholder must waive claim.

Signature of Insured / Lessee

Signature of Lienholder



Aviva Insurance Company of Canada
 10 Aviva Way Suite 100
 Markham, ON
 L6G 0G1

APCF 21S – Monthly Reporting Basis Fleet for Ontario Vehicle Sharing Endorsement

Named Insured: OUTDOORSY MARKETPLACE INC.	Policy Number: 41250894	Effective Date: DECEMBER 14, 2017
Broker: Code: 29-0094		

SCOPE OF INSURANCE COVERAGE					
Liability Limit \$2,000,000		(Bodily Injury/Property Damage)			
Accident Benefits (Standard Benefits)		As stated in Section 4 of Policy			
Uninsured Automobile		As stated in Section 5 of Policy			
Optional Increased Accident Benefits	Income Replacement (\$600 / \$800 / \$1000) (up to \$ per week)		As stated in Section 4 of Policy		
Type of Use or Description of Automobiles	Direct Compensation - Property Damage*	LOSS OR DAMAGE COVERAGES**			
	Specified Perils	Comprehensive	Collision or Upset	All Perils	
	Deductible \$	Deductible \$	Deductible \$	Deductible \$	Deductible \$
			\$1500	\$1500	
Any type of use or description of automobiles not listed					
Change Forms attached to the policy OPCF 44R APCF 5C APCF 5D					

*This policy contains a partial payment of recovery clause for property damage if a deductible is specified for Direct Compensation - Property Damage.
 **This policy contains a partial payment of loss clause. A deductible applies for each claim except as stated in your policy.

Keep this copy for your records.

It is agreed that:

- (a) The policy shall provide insurance with respect to all automobiles licensed or required to be licensed in Ontario which are:
 - (i) owned by and licensed in the name of the insured;
 - (ii) leased from the following lessor(s) for a period in excess of 30 days on which the insured as lessee is required to provide insurance under a written lease agreement.

Lessor(s) Name(s) and Address(es):
As per Lessors Schedule (For Vehicle Sharing – Ontario) attached.

- (iii) leased for a period in excess of 30 days under a written lease agreement from a lessor other than those listed above providing the name and address of such lessor is reported to the insurer within [] days following the date of delivery of the first such leased automobile to the insured;
- (iv) rented for a period of not more than 30 days, but only for the coverage provided under sub-section 3.3.5 of the policy, subject to sub-section 2.2.4 of the policy.

- (b) 1. We will provide, only for automobiles described in (a) (i), (ii), and (iii) of this change form, Liability, Accident Benefits and Uninsured Automobile Coverages for the limits shown on your Certificate Of Automobile Insurance (For Vehicle Sharing - Ontario), together with Direct Compensation - Property Damage Coverage as provided in Section 6 of your policy, but subject to any deductible(s) for a particular type of use or description of automobiles shown below.
2. We will also provide, only for automobiles described in (a) (i), (ii), and (iii) of this change form, Loss or Damage Coverages as provided in Section 7 of your policy, but only when a deductible is shown below for a particular type of use or description of automobiles.

Type of use or description of automobiles	DIRECT COMPENSATION - PROPERTY DAMAGE	LOSS OR DAMAGE COVERAGES			
		Specified Perils	Comprehensive	Collision or Upset	All Perils
	Deductible \$	Deductible \$	Deductible \$	Deductible \$	
Described Automobiles as defined in Schedule 1			\$1500	\$1500	
Any type of use or description of automobiles not listed					
Change Forms attached to the policy OPCF 44R APCF 5C APCF 5D					

- (c) The schedule of automobiles filed with the insurer includes all automobiles, as set out in (a) above, at the effective date of the Policy or renewal.
- No coverage is provided by this change form on any automobile owned or leased by the insured prior to the effective date of the policy which is not included on the schedule as described automobiles as defined in Schedule 1 filed with us.
- (d) The total premium stated in the Policy is an advance premium only and is due and payable at the effective date of the Policy.
- (e) The premium for this Policy is based on the following rates per **RENTAL DAYS** and the estimated total of:

Receipt () Mileage () Other (X) for the policy period is

Insurance Coverages	Rate
Liability	INCLUDED
Accident Benefits (Standard Benefits)	INCLUDED
Optional Increased Accident Benefits	NOT COVERED
(X) Coverage Required	
() Income Replacement (\$600/\$800/\$1,000) (up to [] per week)	
() Caregiver, Housekeeping & Home Maintenance	
() Medical, Rehabilitation & Attendent Care ([] \$130,000 or [] \$1,000,000)	
() Optional Catastrophic Impairment (additional \$1,000,000 added to Standard Benefit or Optional Medical, Rehabilitation & Attendent Care Benefit	
() Death & Funeral	
() Dependant Care	
() Indexation Benefit (Consumer Price Index)	
Uninsured Automobile	INCLUDED
Direct Compensation - Property Damage	INCLUDED
Loss or Damage	
Specified Perils	NOT COVERED
Comprehensive	INCLUDED
Collision or Upset	INCLUDED
All Perils	NOT COVERED
Change forms as attached to the policy	INCLUDED
Total Rate excluding Tax	

- (f) On or before the fifteenth of each month during the policy period the insured shall render to the insurer a statement of the actual amount of Receipts () Mileage () Other (X) for the preceding month. Upon receipt of this statement (from the insured) the earned premium shall be computed monthly by applying the rates specified in paragraph (e) and is due and payable as agreed between the insurer and insured.
- (g) The insurer shall have the right and opportunity, whenever the insurer so desires, to examine the books and records of the insured insofar as they relate to the premium basis or the subject matter of the Policy.

Date Issued
DECEMBER 14, 2017

Company Use
[]

Policy Number
41250894

Claims Assist
[]

Definitions

1. "Rental Period"

In this endorsement "Rental Period" means:

The Rental Period would start at the earliest of:

- (a) The start of the Reservation Time on the Vehicle Sharing System; or
- (b) When the Vehicle Sharing Lessor of an automobile provides the Vehicle Sharing Lessee with the care, custody and control of the rented automobile which may be evidenced with the delivery of the keys, but only if the care custody and control is provided on the same calendar day as the start of the Reservation Time on the Vehicle Sharing System.

The Rental Period would end at the latest of:

- (a) The end of the Reservation Time indicated on the Vehicle Sharing System; or
- (b) The intent to terminate the reservation is expressly communicated to the Vehicle Sharing Company, but only if the intended termination is on the same calendar day as the end of the Reservation Time indicated on the Vehicle Sharing System; or
- (c) The automobile is:
 - (i) returned to a location specified by the Vehicle Sharing Lessor of the rented automobile or the Vehicle Sharing Company;
 - (ii) retrieved by the Vehicle Sharing Lessor of the rented automobile (or their designee);

but only if (i) or (ii) occur within twenty-four hours of the end of the Reservation Time as indicated on the Vehicle Sharing System unless there are circumstances beyond the Vehicle Sharing Lessee's control which impede their ability to return the car prior to the Reservation Time. Any period falling after the twenty-four hour period from the end of the Reservation Time as indicated on the Vehicle Sharing System, the Vehicle Sharing Lessee must have the express consent from the Vehicle Sharing Lessor or the Vehicle Sharing Company to maintain care, custody and control of the rented automobile otherwise coverage under this policy will cease to apply.

2. "Vehicle Sharing"

In this endorsement "Vehicle Sharing" means a service through which a Vehicle Sharing Lessor makes his/her automobile available for use to a Vehicle Sharing Lessee as a rented automobile through an application on a mobile or web-based device facilitated by the named insured. This definition does not include any personal use of the automobile by the Vehicle Sharing Lessor for which coverage is available under the Vehicle Sharing Lessor's own personal automobile insurance policy and not excluded under 1.8.3 of same.

3. "Delivery Period"

In this endorsement "Delivery Period" means the period of time between the Vehicle Sharing Lessor's departure location to the delivery address as specified in the Vehicle Sharing System for the purpose of Vehicle Sharing, which shall not exceed two (2) hours, unless circumstances arise which are beyond the Vehicle Sharing Lessor's control that impede his/her ability to deliver the automobile, in which case the delivery of the automobile shall not exceed twenty-four (24) hours.

4. "Vehicle Sharing Lessee"

In this endorsement "Vehicle Sharing Lessee" means a person who rents the automobile from a Vehicle Sharing Lessor through the business of Vehicle Sharing facilitated by the named insured. The Vehicle Sharing Lessee shall include any person who with the consent of the Vehicle Sharing Lessee is in possession of or who operates the automobile.

5. "Vehicle Sharing Lessor"

In this endorsement "Vehicle Sharing Lessor" means a person who by agreement, rents his/her automobile to a Vehicle Sharing Lessee through the business of Vehicle Sharing facilitated by the named insured.

6. "Vehicle Sharing System"

In this endorsement "Vehicle Sharing System" means an online-enabled application on a mobile or web-based device which serves as a platform for the purpose of Vehicle Sharing.

7. "Vehicle Sharing Company"

In this endorsement "Vehicle Sharing Company" means a business entity that uses a Vehicle Sharing System to connect Vehicle Sharing Lessors with Vehicle Sharing Lessees for the purpose of Vehicle Sharing.

8. "Reservation Time"

In this endorsement "Reservation Time" means the time agreed to by the Vehicle Sharing Lessor and Vehicle Sharing Lessee for pick up and drop off an automobile through the Vehicle Sharing System.

All other terms and conditions of your policy remain the same.

Signature of Insured	Date
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**SCHEDULE 1
(ATTACHED TO THE CERTIFICATE OF AUTOMOBILE INSURANCE
FOR VEHICLE SHARING - ONTARIO)**

Issued to:	OUTDOORSY MARKETPLACE INC.	Effective Date:	DECEMBER 14, 2017
Policy Number:	41250894	Broker:	29-0094

It is hereby declared and agreed that:

- (i) The Name of the Insured appearing in the Certificate of Automobile Insurance (for Vehicle Sharing Ontario) shall read: OUTDOORSY MARKETPLACE INC. and any Vehicle Sharing Lessor.

“Vehicle Sharing Lessor” means a person who by agreement rents his/her automobile to a Vehicle Sharing Lessee through the business of Vehicle Sharing facilitated by the named insured.

“Vehicle Sharing Lessee” means a person who rents the automobile from a Vehicle Sharing Lessor through the business of Vehicle Sharing facilitated by the named insured. The Vehicle Sharing Lessee shall include any person who with the consent of the Vehicle Sharing Lessee is in possession of or who operates the automobile.

“Vehicle Sharing” means a service through which a Vehicle Sharing Lessor makes his/her automobile available for use to a Vehicle Sharing Lessee as a rented automobile through an application on a mobile or web-based device facilitated by the named insured. This definition does not include any personal use of the automobile by the Vehicle Sharing Lessor for which coverage is available under the Vehicle Sharing Lessor’s own personal automobile insurance policy and not excluded under 1.8.3 of same.

“Described Automobiles” means automobiles rented by the Vehicle Sharing Lessors for the purpose of Vehicle Sharing, which are licensed, plated and originating from the province of Ontario.

**TO BE READ IN CONJUNCTION WITH THE “APCF 5C- VEHICLE SHARING ENDORSEMENT” WHICH
FORMS PART OF THE POLICY TO WHICH THIS SCHEDULE 1 IS ATTACHED.**

APCF 5C – VEHICLE SHARING ENDORSMENT

Issued To: Named Insured as per Schedule 1	Policy Number 41250894	Effective Date of Change Year Month Day 2017 12 14
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See your Certificate of Automobile Insurance (For Vehicle Sharing – Ontario) for which automobile(s) this change applies to.

1. Purpose of This Change

This change is part of your policy. It removes the limitation in section 1.8.3 of your policy, “Rented or Leased Automobile” and permission is hereby given for the automobile(s) to be rented or leased but only with respect to Vehicle Sharing during the Delivery Period and Rental Period and provided that any period of any such renting or leasing to any one person does not exceed thirty (30) consecutive days.

2. What We Will Cover

(a) Section 3.2 of the Policy (“Who is Covered”) is amended to read as follows:

“you are covered when you, or anyone else in the possession of the automobile during the Rental Period and Delivery Period with your consent, uses or operates it or rents or leases it from you while in the course of Vehicle Sharing. We will consider these other people insured persons under this policy but;

- the coverage provided by this policy is excess to any third party liability coverage available to the other insured people, including the Vehicle Sharing Lessee and driver, under any other automobile liability policy, but shall provide primary coverage to the Vehicle Sharing Lessor,
- the policy to which this endorsement is attached shall at all times respond prior to the Vehicle Sharing Lessor’s policy,
- except for you, this policy does not provide any defence for the other insured people if they are entitled to a defence under any other automobile policy.”

(b) Section 3.5.1 of the Policy (“Property Not Covered”) is amended to read as follows: Under this Section, we will not cover claims for damage to property carried in or upon the automobile, or claims for damages to other property owned or rented by, or in the care, custody or control of the Vehicle Sharing Lessee or other insured persons.

3. Coverage Priorities

(a) For the purposes of determining priority in respect of claims made for Statutory Accident Benefits by a Vehicle Sharing Lessee, driver, passenger, pedestrian or cyclist, pursuant to s.268 of the Insurance Act, this Policy will respond subsequent to the insurer of an automobile in respect of which such claimants are an insured but this policy shall respond prior to any other automobile liability policy available to a Vehicle Sharing Lessor.

(b) For the purposes of determining the order in which third party liability provisions of any policies respond under s.277(1.1) of the Insurance Act, in respect of a claim made for loss or damage for bodily injury or death arising directly or indirectly from the use or operation of the automobile that is leased by the Vehicle Sharing Lessor for the business of Vehicle Sharing during the Rental Period and Delivery Period, this policy shall respond prior to any other policy under which the Vehicle Sharing Lessor, or the person to whom the Vehicle Sharing Lessor leases the automobile, is entitled to indemnity as an insured under a contract of insurance.

(c) For the purposes of s.267.12 (1) (a) of the Insurance Act (Ontario), this policy shall be deemed to have been issued only to the Vehicle Sharing Lessee of the automobile, and not to the Vehicle Sharing Lessor.

4. What We Will Not Cover

We will not cover the automobile while used for any other purpose other than for the business of Vehicle Sharing during the Rental Period and Delivery Period.

Definitions
1. “Rental Period”

In this endorsement “Rental Period” means:

The Rental Period would start at the earliest of:

- (a) The start of the Reservation Time on the Vehicle Sharing System; or
- (b) When the Vehicle Sharing Lessor of an automobile provides the Vehicle Sharing Lessee with the care, custody and control of the rented automobile which may be evidenced with the delivery of the keys, but only if the care custody and control is provided on the same calendar day as the start of the Reservation Time on the Vehicle Sharing System.

The Rental Period would end at the latest of:

- (a) The end of the Reservation Time indicated on the Vehicle Sharing System; or

- (b) The intent to terminate the reservation is expressly communicated to the Vehicle Sharing Company, but only if the intended termination is on the same calendar day as the end of the Reservation Time indicated on the Vehicle Sharing System; or
- (c) The automobile is:
 - (i) returned to a location specified by the Vehicle Sharing Lessor of the rented automobile or the Vehicle Sharing Company;
 - (ii) retrieved by the Vehicle Sharing Lessor of the rented automobile (or their designee);

but only if (i) or (ii) occur within twenty-four hours of the end of the Reservation Time as indicated on the Vehicle Sharing System unless there are circumstances beyond the Vehicle Sharing Lessee's control which impede their ability to return the car prior to the Reservation Time. Any period falling after the twenty-four hour period from the end of the Reservation Time as indicated on the Vehicle Sharing System, the Vehicle Sharing Lessee must have the express consent from the Vehicle Sharing Lessor or the Vehicle Sharing Company to maintain care, custody and control of the rented automobile otherwise coverage under this policy will cease to apply.

2. "Vehicle Sharing"

In this endorsement "Vehicle Sharing" means a service through which a Vehicle Sharing Lessor makes his/her automobile available for use to a Vehicle Sharing Lessee as a rented automobile through an application on a mobile or web-based device facilitated by the named insured. This definition does not include any personal use of the automobile by the Vehicle Sharing Lessor for which coverage is available under the Vehicle Sharing Lessor's own personal automobile insurance policy and not excluded under 1.8.3 of same.

3. "Delivery Period"

In this endorsement "Delivery Period" means the period of time between the Vehicle Sharing Lessor's departure location to the delivery address as specified in the Vehicle Sharing System for the purpose of Vehicle Sharing, which shall not exceed two (2) hours, unless circumstances arise which are beyond the Vehicle Sharing Lessor's control that impede his/her ability to deliver the automobile, in which case the delivery of the automobile shall not exceed twenty-four (24) hours.

4. "Vehicle Sharing Lessee"

In this endorsement "Vehicle Sharing Lessee" means a person who rents the automobile from a Vehicle Sharing Lessor through the business of Vehicle Sharing facilitated by the named insured. The Vehicle Sharing Lessee shall include any person who with the consent of the Vehicle Sharing Lessee is in possession of or who operates the automobile.

5. "Vehicle Sharing Lessor"

In this endorsement "Vehicle Sharing Lessor" means a person who by agreement, rents his/her automobile to a Vehicle Sharing Lessee through the business of Vehicle Sharing facilitated by the named insured.

6. "Vehicle Sharing System"

In this endorsement "Vehicle Sharing System" means an online-enabled application on a mobile or web-based device which serves as a platform for the purpose of Vehicle Sharing.

7. "Vehicle Sharing Company"

In this endorsement "Vehicle Sharing Company" means a business entity that uses a Vehicle Sharing System to connect Vehicle Sharing Lessors with Vehicle Sharing Lessees for the purpose of Vehicle Sharing.

8. "Reservation Time"

In this endorsement "Reservation Time" means the time agreed to by the Vehicle Sharing Lessor and Vehicle Sharing Lessee for pick up and drop off an automobile through the Vehicle Sharing System.

Except as otherwise provided in this change form, all limits, terms, conditions, provisions, definitions and exclusions of the Policy shall have full force and effect.

APCF 5D - Conversion Coverage for Vehicle Sharing (rented or leased automobiles)

Issued To: Named Insureds as Per Schedule 1	Policy Number 41250894	Effective Date of Change		
		Year 2017	Month 12	Day 14

See your Certificate of Automobile Insurance (For Vehicle Sharing – Ontario) for which automobile(s) this change applies to.

In consideration of a premium as stated in the Certificate of Automobile Insurance (For Vehicle Sharing – Ontario) it is agreed that while the automobile is rented by the Vehicle Sharing Lessor for the purpose of Vehicle Sharing during the Delivery Period and/or the Rental Period, the exclusion under 7.2.1 of Section 7, "Loss or Damage Coverages" of the Policy to which this change form is attached is amended so that the first bullet point after the example reads as follows:

We won't pay for loss or damage:

resulting from a dishonest claim of ownership, illegal disposal, or theft of the automobile by anyone who has legal possession of it under a written agreement (a mortgage, conditional sale or other similar agreement) except a lease;

Each dishonest claim of ownership, illegal disposal or theft with respect to which indemnity is provided by this change form shall give rise to a separate claim in respect of which the insurer's liability shall be limited to the amount of loss or damage in excess of \$1000 or as stated in the Certificate of Automobile Insurance (For Vehicle Sharing – Ontario), payable by the named insured.

"Vehicle Sharing Lessor" means a person who by agreement, rents his/her automobile to a Vehicle Sharing Lessee through the business of Vehicle Sharing facilitated by the named insured.

"Vehicle Sharing Lessee" means a person who rents the automobile from a Vehicle Sharing Lessor through the business of Vehicle Sharing facilitated by the named insured. The Vehicle Sharing Lessee shall include any person who with the consent of the Vehicle Sharing Lessee is in possession of or who operates the automobile.

"Vehicle Sharing" means a service through which a Vehicle Sharing Lessor makes his/her automobile available for use to a Vehicle Sharing Lessee as a rented automobile through an application on a mobile or web-based device facilitated by the named insured. This definition does not include any personal use of the automobile by the Vehicle Sharing Lessor for which coverage is available under the Vehicle Sharing Lessor's own personal automobile insurance policy and not excluded under 1.8.3 of same.

"Vehicle Sharing System" means an online-enabled application on a mobile or web-based device which serves as a platform for the purpose of Vehicle Sharing.

"Vehicle Sharing Company" means a business entity that uses a Vehicle Sharing System to connect Vehicle Sharing Lessors with Vehicle Sharing Lessees for the purpose of Vehicle Sharing.

"Delivery Period" means the period of time between the Vehicle Sharing Lessor's departure location to the delivery address as specified in the Vehicle Sharing System for the purpose of Vehicle Sharing, which shall not exceed two (2) hours, unless circumstances arise which are beyond the Vehicle Sharing Lessor's control that impede his/her ability to deliver the automobile, in which case the delivery of the automobile shall not exceed twenty-four (24) hours.

"Rental Period" means:

The Rental Period would start at the earliest of:

- (a) The start of the Reservation Time on the Vehicle Sharing System; or
- (b) When the Vehicle Sharing Lessor of an automobile provides the Vehicle Sharing Lessee with the care, custody and control of the rented automobile which may be evidenced with the delivery of the keys, but only if the care custody and control is provided on the same calendar day as the start of the Reservation Time on the Vehicle Sharing System.

The Rental Period would end at the latest of:

- (a) The end of the Reservation Time indicated on the Vehicle Sharing System; or
- (b) The intent to terminate the reservation is expressly communicated to the Vehicle Sharing Company, but only if the intended termination is on the same calendar day as the end of the Reservation Time indicated on the Vehicle Sharing System; or
- (c) The automobile is:
 - (i) returned to a location specified by the Vehicle Sharing Lessor of the rented automobile or the Vehicle Sharing Company;
 - (ii) retrieved by the Vehicle Sharing Lessor of the rented automobile (or their designee);

but only if (i) or (ii) occur within twenty-four hours of the end of the Reservation Time as indicated on the Vehicle Sharing System unless there are circumstances beyond the Vehicle Sharing Lessee's control which impede their ability to return the car prior to the Reservation Time. Any period falling after the twenty-four hour period from the end of the Reservation Time as indicated on the Vehicle Sharing System, the Vehicle Sharing Lessee must have the express consent from the Vehicle Sharing Lessor or the Vehicle Sharing Company to maintain care, custody and control of the rented automobile otherwise coverage under this policy will cease to apply.

"Reservation Time" means the time agreed to by the Vehicle Sharing Lessor and Vehicle Sharing Lessee for pick up and drop off an automobile through the Vehicle Sharing System.

Except as otherwise provided in this change form, all limits, terms, conditions, provisions, definitions and exclusions of the Policy shall have full force and effect.

Lessors Schedule (For Vehicle Sharing - Ontario)

Attached to the Certificate Of Automobile Insurance
(For Vehicle Sharing - Ontario) and forming part of
Policy No.: 41250894

Named Insured: Named Insured as Per Schedule 1
Broker Name: _____

Effective Date: DECEMBER 14 ,2017
No.: 29-0094

It is hereby declared and agreed that the name of the Lessor in the Certificate of Automobile Insurance (For Vehicle Sharing – Ontario) shall include all Lessors leasing an automobile to the Vehicle Sharing Lessor.

“Lessor” means in respect of an automobile, a person who is leasing or renting an automobile to the Vehicle Sharing Lessor for any period of time and “leased” has the corresponding meaning.

“Vehicle Sharing Lessor” means a person who by agreement, rents his/her automobile to a Vehicle Sharing Lessee through the business of Vehicle Sharing facilitated by the named insured.

“Vehicle Sharing Lessee” means a person who rents the automobile from a Vehicle Sharing Lessor through the business of Vehicle Sharing facilitated by the named insured. The Vehicle Sharing Lessee shall include any person who with the consent of the Vehicle Sharing Lessee is in possession of or who operates the automobile.

“Vehicle Sharing” means a service through which a Vehicle Sharing Lessor makes his/her automobile available for use to a Vehicle Sharing Lessee as a rented automobile through an application on a mobile or web-based device facilitated by the named insured. This definition does not include any personal use of the automobile by the Vehicle Sharing Lessor for which coverage is available under the Vehicle Sharing Lessor’s own personal automobile insurance policy and not excluded under 1.8.3 of same.

“Described Automobiles” means automobiles rented by the Vehicle Sharing Lessors for the purpose of Vehicle Sharing, which are licensed, plated and originating from the province of Ontario.

Lienholders (to whom loss may be jointly payable) Schedule (For Vehicle Sharing-Ontario)

Attached to the Certificate Of Automobile Insurance
(For Vehicle Sharing - Ontario) and forming part of
Policy No.: 41250894

Named Insured: Named Insured as Per Schedule 1
Broker Name: _____

Effective Date: DECEMBER 14, 2017
No.: 29-0094

It is hereby declared and agreed that the name of the Lienholder in the Certificate of Automobile Insurance (For Vehicle Sharing - Ontario) shall include all Lienholders who have a registered lien on an automobile owned or leased by a Vehicle Sharing Lessor.

“Lienholders” mean in respect of an automobile, any persons who have a registered lien on an automobile owned or leased by a Vehicle Sharing Lessor.

“Vehicle Sharing Lessor” means a person who by agreement, rents his/her automobile to a Vehicle Sharing Lessee through the business of Vehicle Sharing facilitated by the named insured.

“Vehicle Sharing Lessee” means a person who rents the automobile from a Vehicle Sharing Lessor through the business of Vehicle Sharing facilitated by the named insured. The Vehicle Sharing Lessee shall include any person who with the consent of the Vehicle Sharing Lessee is in possession of or who operates the automobile.

“Vehicle Sharing” means a service through which a Vehicle Sharing Lessor makes his/her automobile available for use to a Vehicle Sharing Lessee as a rented automobile through an application on a mobile or web-based device facilitated by the named insured. This definition does not include any personal use of the automobile by the Vehicle Sharing Lessor for which coverage is available under the Vehicle Sharing Lessor’s own personal automobile insurance policy and not excluded under 1.8.3 of same.

“Described Automobiles” means automobiles rented by the Vehicle Sharing Lessors for the purpose of Vehicle Sharing, which are licensed, plated and originating from the province of Ontario.

RECREATIONAL VEHICLE AND PARK MODEL POLICY ALL RISKS – ACTUAL CASH VALUE

The policy consists of these wordings, the Certificate of Property Insurance which contains information that is unique to your insurance policy and other forms that may need to be attached to complete your package coverage. Together, these represent the legal contract of indemnity that exists between you and us. This policy contains various exclusions and limitations which eliminate or restrict coverage. Please read it carefully.

INSURING AGREEMENT

We provide the insurance described in this policy in return for payment of the premium and subject to the terms and conditions set out.

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

The Certificate of Property Insurance summarizes the Insurance coverage you have selected and the premiums, limits, amounts and deductibles that apply to them. Among other things, the Certificate of Property Insurance also identifies the policyholder, the policy term and any Endorsements that apply to your Insurance Coverage.

Only losses that occur within the period of insurance as specified on the certificate of insurance will be covered under this policy. There will be no coverage for any loss that occurred or was in progress prior to the policy period inception date or after the policy period expiry date shown on the Certificate of Property Insurance.

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

SECTION I - PROPERTY COVERAGES

DEFINITIONS

"Actual Cash Value" means various factors shall be considered in the determination of actual cash value. Such factors shall include but are not limited to replacement cost less any depreciation and market value. In determining depreciation consideration shall be given to the condition of the property immediately before the loss or damage, the resale value, the normal life expectancy of the property and obsolescence.

"Business or Business Pursuit" means any continuous, regular or occasional activity of any kind undertaken for financial gain, and includes a trade, profession or occupation.

"Business Property" means property of any description related to a business pursuit conducted on the premises or elsewhere.

"Civil Authority" means any person acting under the authority of the Governor General in Council of Canada or the Lieutenant Governor in Council of a Province, and/or any person acting with authority under a Federal, Provincial or Territorial legislation with respect to the protection of persons and property in the event of an emergency.

"Data" means representations of information or concepts, in any form.

"Data Problem" means:

1. erasure, destruction, corruption, misappropriation, misinterpretation of data;
2. error in creating, amending, deleting or using; or
3. inability to receive, transmit or use data.

"Data Recovery" means services performed by a professional for the process of salvaging electronic data from damaged hard drive(s) installed in your personal computer.

"Data Recreation" means services performed by a professional to manually recreate electronic data stored on damaged hard drive(s) installed in your personal computer.

"Domestic Water Container" means a device or apparatus for personal use on the premises for containing, heating, chilling or dispensing water.

"e-bike (electric bike)" means a power assisted bicycle that meets the federal and provincial definitions of a power assisted bicycle and is incapable of attaining speeds higher than 32 km/h on level ground.

"Flood" means waves, tides, tidal waves, tsunamis, or the rising of, the breaking out or the overflow of, any body of water, whether natural or man-made.

"Fungi" includes, but is not limited to, any form or type of mould, yeast, mushroom or mildew whether or not allergenic, pathogenic or toxigenic, and any substance, vapor or gas produced by, emitted from or arising out of any fungi or spore(s) or resultant mycotoxins, allergens, or pathogens.

"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.

"Ice Damming" means the buildup of ice and water on the roof, or within the eaves trough and downspout system, caused by repeated thawing and freezing of ice and snow within the eaves trough and downspout system.

"Insured" means the person(s) or entity(s) named as Insured on the Certificate of Property Insurance

Only the person(s) named on the Certificate of Property Insurance may take legal action against us.

"Permanently Installed Electrical Devices and Appliances" mean electrical devices and appliances installed by the original manufacturer of the unit which are permanently attached, affixed or mounted to and forming part of the unit.

"Premises" means the unit and land contained within the lot lines on which the unit is situated.

"Replacement Cost" means the cost, on the date of the loss or damage, of the lower of:

1. repairing the property with materials of similar kind and quality; or
2. new articles of similar kind, quality and usefulness;

without any deduction for depreciation.

"Residence Employee" means a person employed by you to perform duties in connection with the maintenance or use of the premises. This includes persons who perform household or domestic services or duties of a similar nature for you. This does not include contractors or sub-contractors. It also does not cover persons while performing duties in connection with your business.

"Renewable Energy Equipment" means solar panels and wind turbines and their apparatus permanently installed on your premises used for the generation, transmission or utilization of mechanical or electrical power.

"Specified Perils"

Subject to the exclusions and conditions in this policy, Specified Perils mean:

1. fire;
2. lightning;
3. explosion;
4. smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the premises;
5. a falling object which strikes the exterior of the unit
6. impact by aircraft, watercraft or land vehicle;
7. riot;
8. vandalism or malicious acts, not including loss or damage caused by theft or attempted theft;
9. water damage meaning damage caused by:
 - a. the sudden and accidental escape of water from a watermain;
 - b. the sudden and accidental escape of water or steam from within a plumbing, heating, sprinkler, air conditioning system or domestic water container, which is located inside your unit;
 - c. the sudden and accidental escape of water from a domestic water container located outside your unit. However, such damage is not covered when the escape of water is caused by freezing;
 - d. water which enters your unit through an opening which has been created suddenly and accidentally by a peril not otherwise excluded;
10. windstorm or hail. This peril does not include loss or damage to your personal property within a unit, caused by windstorm, hail or coincidental rain damage unless the storm first creates an opening in the unit;
11. transportation meaning loss or damage to your personal property, caused by collision, upset, overturn, derailment, stranding or sinking of any motorized vehicle or attached trailer in which the insured property is being carried. This would also apply to any conveyance of a common carrier, but does not include loss or damage to watercraft, their furnishings, equipment or motors.

"Spore(s)" includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any fungi.

"Spouse" means either of two persons who are married to each other or who have together entered into a marriage that is voidable or void, or either of two persons who are living together in a conjugal relationship outside marriage and have so lived together continuously

for a period of 3 years or, if they are the natural or adoptive parents of a child, for a period of 1 year.

"**Surface Waters**" means water on the surface of the ground where water does not usually accumulate in ordinary watercourses, lakes or ponds.

"**Terrorism**" means an ideologically motivated unlawful act or acts, 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 and/or instilling fear in the public or a section of the public.

"**Unit**" means the unlicensed or unlicensed Recreational Vehicle or Park Model including built-in accessories, attached equipment described in the Certificate of Property Insurance.

"**Unit Sharing**" means a service through which a Unit Sharing Lessor makes his/her Shared Unit available for use to a Unit Sharing Lessee as a rented Unit through an application on a mobile or web-based device facilitated by the Unit Sharing Lessor. This definition does not include any personal use of the Unit by the Unit Sharing Lessor for which coverage is available under the Unit Sharing Lessor's own personal Recreational Trailer And Park Model insurance policy and not excluded under Exclusions – Section 1 – Property Not Insured of same.

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

1. all occupants have moved out with no intention of returning and no new occupant has taken up residence; or
2. in the case of a new unit, no occupant has yet taken possession within the preceding 9 months.

"**Watermain**" means a pipe forming part of a water distribution system which conveys consumable water but not wastewater.

"**We**", "**us**" or "**our**" means the company providing this insurance.

"**You**" or "**your**" refers to the insured.

COVERAGE

The amounts of insurance are shown on the Certificate of Property Insurance.

Coverage A - Unit

We insure:

1. The Unit, built-in accessories, attached equipment and attached structures.
2. Permanently installed outdoor equipment on the premises
3. Outdoor swimming pool, hot tub and attached equipment on the premises.
4. Materials and supplies located on or adjacent to the premises intended for use in construction, alteration or repair of your unit or detached private structures on the premises. We insure against the peril of theft only when your unit is completed and ready to be occupied.

Extensions of Coverage Tear Out

If any walls, ceilings or other parts of insured buildings or structures must be torn apart before water damage covered by this form can be repaired we will pay the cost of such work and its restoration.

The cost of tearing out and replacing property to repair damage to outdoor swimming pools, hot tubs, public watermains or sewers is not insured.

Unit Fixtures and Fittings

You may apply up to 10% of the amount of insurance on your unit to insure unit fixtures and fittings temporarily removed from the premises for repair or seasonal storage.

Unit fixtures and fittings normally kept at another location you own or rent is not covered.

Outdoor Trees, Plants, Shrubs and Lawns

You may apply up to 5% in total of the amount of insurance on your unit to trees, plants, shrubs and lawns on your premises. We will not pay more than \$1,000 for any one tree, plant or shrub including debris removal expenses. We will not pay more than \$1,000 for grass including debris removal expenses.

We insure these items against loss caused by fire, theft, lightning, explosion, impact by aircraft, watercraft, or land vehicle, riot, vandalism and malicious acts. We do not insure items or lawns grown for commercial purposes.

Coverage B - Detached Private Structures

We insure structures or buildings on your premises separated from the unit by a clear space but not insured under Coverage A. If they are connected to the unit by a fence, utility line or similar connection only, they are considered to be private detached structures.

Debris Removal

We will pay the cost of removing from your premises the debris of property insured which results from loss or damage insured by this form.

If the amount payable for loss, including expense for debris removal, is greater than the amount of insurance an additional \$1,500 of that amount will be available to cover debris removal expense.

The deductible applies to this Coverage Feature.

Fire Department Charges

We will reimburse you for fire department charges incurred for attending your premises to save or protect insured property from loss or damage or further loss or damage, insured against by this form.

This Coverage Feature is not subject to a deductible.

Lock Replacement

If your exterior door keys are lost or stolen, your policy provides up to \$500 to re-key your locks or to replace them if it is not possible to re-key them. You must notify us within 72 hours of the discovery of the keys being lost or stolen.

This Coverage Feature is not subject to a deductible.

Insured Perils

You are insured against all risks of direct physical loss or damage subject to the exclusions and conditions in this form.

Exclusions – Section 1

Property not insured:

1. Units or structures used in whole or in part for business or farming purposes other than purposes of Unit Sharing;
2. retaining walls, unless the damage is caused by fire, lightning, impact by watercraft, land vehicle or aircraft, vandalism and malicious acts;
3. property at any fairground, exhibition or exposition for the purpose of exhibition or sale;
4. any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
5. any property illegally acquired, used, kept, stored, imported or transported or any property subject to forfeiture;
6. evidences of debt or title;
7. Property pertaining to a business, profession or occupation;
8. Money including cash cards or bullion;
9. Personal Property while contained in a safety deposit box in a Bank or Trust Company;
10. Jewellery, watches, gems, fur garments and garments trimmed with fur;
11. Numismatic property (such as coin collections);
12. Manuscripts, stamps and philatelic property, (such as stamp collections);
13. Collectibles, such as sports cards, sports memorabilia and comic books;
14. Works of art, such as paintings, photographs, drawings etchings, prints and lithographs, including their frames, sculptures, statuary and antiques, and hand-made rugs and tapestries.

Loss or damage not insured:

15. scratching, abrasion or chipping of any personal property or breakage of any fragile or brittle articles unless caused by a Specified Peril, accident to a land vehicle, watercraft or aircraft, or theft or attempted theft;
16. wear and tear, deterioration, defect or mechanical breakdown;
17. inherent vice or latent defect;
18. the cost of making good:
 - a. faulty or improper material;
 - b. faulty or improper workmanship; or
 - c. faulty or improper design.This exclusion does not apply to loss or damage caused directly by a resultant peril not otherwise excluded in this form.
19. a. data; or
 - b. loss or damage caused directly or indirectly by a data problem. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage except you are still insured for ensuing loss or damage caused directly by fire, explosion, smoke or water damage, all as described Specified Perils.

Nor do we insure loss or damage:

20. caused by rust or corrosion, wet or dry rot, or fungi or spores. This exclusion applies whether or not there are one or more other causes or events (whether covered or not)

that contribute concurrently or in any sequence to the occasioning of the loss or damage

21. resulting directly from settling, expansion, contraction, moving, bulging, buckling or cracking except resulting damage to unit glass.

22. occurring after your unit has, to your knowledge, been vacant for more than 30 consecutive days;

23. caused directly or indirectly by:

a. any nuclear incident as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute, or any law amendatory thereof or nuclear explosion, except for ensuing loss or damage which results directly from fire, lightning or explosion of coal, natural or manufactured gas; or

b. contamination by radioactive material;

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

24. caused directly or indirectly by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

25. 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". This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect. This exclusion does not apply to ensuing loss or damage which directly results from fire or explosion of natural, coal or manufactured gas;

26. resulting from an intentional or criminal act or failure to act by:

a. any person insured by this policy;

b. any other person at the direction of any person insured by this policy;

(1) This exclusion applies only to the claim of a person:

(i) whose act or omission caused the loss or damage,

(ii) who abetted or colluded in the act or omission,

(iii) who consented to the act or omission and knew or ought to have known that the act or omission would cause the loss or damage

(2) A person to whom this exclusion does not apply

(i) must co-operate with us in respect of the investigation of the loss or damage, including, without limitation,

▪ by submitting to an examination under oath, if requested by us

▪ by producing for examination at a reasonable time and place designated by us, documents specified by us that relate to the loss or damage and

▪ by permitting extracts and copies of such documents to be made, all at reasonable place and time designated by us."

(ii) cannot recover more than their proportionate interest in the lost or damage property.

27. arising directly or indirectly from the growing, manufacturing, processing, storing, possession or distribution by anyone of any drug, narcotic or illegal substances or items of any kind. This includes any alteration of the premises to facilitate such activity, whether or not you have any knowledge of such activity. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage

28. caused by animals owned by you or in your care, custody or control;

29. caused by birds, vermin, skunks, rodents, (other than raccoons and squirrels), bats or insects, except loss or damage to unit glass;

30. caused by smoke from agricultural smudging or industrial operations;

31. caused directly or indirectly by snowslide, earthquake, landslide, mudflow or any other earth movement. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage except you are still insured for ensuing loss or damage which directly results from fire or explosion;

32. caused by vandalism or malicious acts or glass breakage occurring while your unit is under construction or vacant even if permission for construction or vacancy has been given by us;

33. resulting from a change in ownership of property that is agreed to even if that change was brought about by trickery or fraud;

34. caused by or resulting from contamination or pollution, or the release, discharge or dispersal of contaminants or pollutants, unless the loss or damage resulted from the

sudden and accidental bursting or overflowing of your domestic fixed fuel oil tank, apparatus or pipes; We do not insure loss or damage: a. to sewers;

b. caused by continuous or repeated leakage or seepage whether or not you have any knowledge of such continuous or repeated leakage or seepage;

c. occurring while the unit is under construction or vacant, even if we have given permission for construction or vacancy;

35. caused by theft or attempted theft of property in or from a unit under construction, or of materials and supplies for use in the construction, until the unit is completed and ready to be occupied;

36. to an outdoor swimming pool, hot tub or equipment attached to a public watermain, caused by water escape, rupture or freezing.

37. caused directly or indirectly by continuous or repeated seepage or leakage of water. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

38. caused directly or indirectly by flood, surface water, spray, storm surge, ice or waterborne objects, all whether driven by wind or not. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, unless the loss or damage resulted from the escape of water from a public watermain, swimming pool, hot tub or equipment attached;

39. caused directly or indirectly by water except as defined in Specified Perils;

but we do not insure loss or damage:

a. caused by the backing up or escape of water from a sewer, sump or septic tank, retention tank, French drain or water leader;

b. caused by ground water or rising of the water table;

c. caused by surface waters;

d. to a watermain;

e. to a system or domestic water container from which the water escaped;

f. caused by shoreline ice build-up or by water-borne ice or other objects, all whether driven by wind or not;

g. occurring while the unit is under construction or vacant even if we have given permission for construction or vacancy;

h. caused by freezing during the usual heating season:

i. within a heated portion of your unit, if you have been away from your premises more than 4 consecutive days; but you will still be insured if any of the following precautions have been taken:

• arranged for a competent person to enter your unit each day you were away, to ensure that heating was being maintained; or

• shut off the water supply and had drained all the pipes and domestic water containers; or

• if your plumbing and heating system is connected to a monitored alarm station providing 24-hour service;

ii. within an unheated portion of your unit.

i. the backing up or escape of water from an eaves trough or down spout, or by ice damming, provided the water has not entered through a basement or foundation wall

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage

40. occurring while the unit is outside of Canada the territorial limits as stated in the General Conditions section of this policy.

41. (a) to tires or consisting of or caused by mechanical fracture or breakdown of any part of the unit, or by rusting, corrosion, wear and tear, freezing, or explosion within the combustion chamber, but we will be liable if the loss or damage is coincident with other loss or damage, which is covered;

(b) resulting from conversion, embezzlement or by theft by any person in lawful possession of the unit under a mortgage, conditional sale, lease or any other similar written agreement;

(c) resulting from a voluntary transfer of title or ownership, whether or not induced to do so by any fraudulent scheme, trick or false pretense;

42. caused in an incident:

a. if you are unable to maintain proper control of the unit or towing vehicle because you are driving under the influence of intoxicating substances;

b. if you are convicted of one of the following offenses relating to the operation, care or control of the unit or towing vehicle, or committed by means of a unit

or towing vehicle, or any similar offence under any law in Canada or the United States:

- (i) causing death by criminal negligence
 - (ii) causing bodily harm by criminal negligence
 - (iii) dangerous operation of motor vehicles
 - (iv) failure to stop at the scene of an accident
 - (v) for any alcohol related conviction
 - (vi) refusal to comply with demand for breath sample
 - (vii) operating a motor vehicle while disqualified from doing so;
- c. if you use or permit the unit or towing vehicle to be used in a race or speed test, or for illegal activity;
 - d. if you operate the unit or towing vehicle while not authorized by law;
 - e. if another person, with your permission, operates the unit or towing vehicle under any of these conditions

BASIS OF CLAIM PAYMENT

We will pay for insured loss of or damage to the unit and detached private structures and 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 any one occurrence.

Amounts Not Reduced

Any payments made for loss or damage will not reduce the amounts of insurance provided by this policy.

Actual Cash Value

Means various factors shall be considered in the determination of actual cash value. Such factors shall include but are not limited to replacement cost less any depreciation and market value. In determining depreciation consideration shall be given to the condition of the property immediately before the loss or damage, the resale value, the normal life expectancy of the property and obsolescence.

Deductible

We are responsible only for the amount by which the loss or damage covered by this policy of insurance exceeds the amount of the deductible shown on the Certificate of Property Insurance in any one occurrence.

Unit and Detached Private Structures

we will pay for the loss, damage or destruction of your unit for an amount not exceeding whichever is the least of:

1. the actual cash value;
2. your financial interest in the unit; or
3. the applicable limit of insurance stated in the Declarations.

In determining the cost of repairs or replacement we do not pay or include the increased cost of repairs or replacement due to operation of any law regulating the zoning, demolition, repair or construction of units, buildings and their related services.

Insurance Under More Than One Policy

If you have insurance on specifically described property, this policy will be considered excess insurance and we will not pay any loss or claim until the amount of such other insurance is used up.

Statutory Conditions

All of the conditions set out under the title Statutory Conditions apply with respect to all of the perils insured under Section I except that these conditions may be modified or supplemented by the provisions of the said Section I or by forms or endorsements which modify Section 1.

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 policy. Your right to recover from us is not affected by any release from liability entered into by you prior to loss.

If such action on our part does not fully indemnify both you and us, the amount that we recover will be divided between you and us in the proportions in which the loss or damage has been borne by each of us respectively. The amounts so available for distribution shall be net of the costs of effecting the recovery.

GENERAL POLICY CONDITIONS

The following conditions apply to all sections of this policy including any endorsements.

Notice of Accident or Occurrence

When an accident or occurrence takes place, you must promptly give us notice (in writing if required). The notice must include:

1. your name and policy number;
2. the time, place and circumstances of the accident;
3. the names and addresses of witnesses and potential claimants.

Co-operation

You are required to:

1. help us obtain witnesses, information and evidence about the accident and co-operate with us in any legal actions if we ask you;
2. immediately send us everything received in writing concerning the claim including legal documents.

Examination

After submission of the Proof of Loss in respect of a loss which may be insured under Section I each of you may be required separately to:

1. submit to examination under oath,
2. produce for examination all documents in your possession or control that relate to the application for insurance and Proof of Loss, and
3. permit extracts and copies of such documents to be made, all at a reasonable place and time designated by us.

Waiver

We shall not be deemed to have waived any term or condition of this policy in whole or in part, unless our waiver is clearly stated and in writing, and is signed by a person authorized to do so. In addition, neither we nor you may be lawfully considered to have waived any term or condition of this policy by any act relating to the appraisal of the amount of a claim, the delivery or completion of proof, or the investigation of or adjustment of any claim under the policy.

Cancellation Provision following a Declaration of Emergency

The effective date of the termination of this policy by the Insurer, or the normal expiration of the term of this policy, is extended as follows when an "emergency" is declared by a Canadian public authority designated by statute for the purpose of issuing such an order. In no event shall the total term of this extension exceed 90 days. The "emergency" must have a direct effect or impact on an Insured or insured property located in the declared emergency area.

1. Any time limitation described in the Termination condition of this policy, with respect to termination of this policy by the Insurer, will not commence or continue to run until the "emergency" is terminated plus the lesser of: a. 30 days; or
b. the number of days equal to the total time the "emergency" order was in effect.
2. If this policy is due to expire during an "emergency", it will continue in force until the "emergency" is terminated plus the lesser of: a. 30 days; or
b. the number of days equal to the total time the "emergency" order was in effect.

The insured agrees to pay the pro rata premium calculated for the additional time the Insurer remains on risk as a result of the above.

"Emergency" means:

- a) a situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise; or
- b) as provided for by the relevant governing legislation if different from a).

Notice to Authorities

Where loss or damage is, or is suspected to be, due to malicious acts, burglary, robbery, theft or attempted theft, you must give immediate notice of such loss to the police or other law enforcement agency having jurisdiction.

Territorial Limits

This policy insures the unit and premises only within the territorial limits of Canada and the United States of America or while in transit between points therein.

STATUTORY CONDITIONS

The conditions set forth in this section shall be deemed to be part of every contract in force and shall be printed in English or French in every policy with the heading "Statutory Conditions" or "Conditions légales", as may be appropriate, and no variation or omission of or addition to any statutory condition is binding on the Insured.

Statutory Conditions 1, 3, 4, 5 and 15 incorporated in this policy apply as conditions to all Coverages under Section II. Otherwise, all of the conditions set out under the title Statutory Conditions apply with respect to all of the perils insured under this policy except as these Conditions may be modified or supplemented by the provisions of the said policy or by forms or endorsements which may be attached.

Misrepresentation

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

Property of Others

2. 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.

Change of Interest

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

Material Change

4. 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 a payment the contract is no longer in force and the Insurer shall return the unearned portion, if any, of the premium paid.

Termination

5. (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 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 the premium actually paid by the Insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be 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.

Requirements After Loss

6. (1) Upon the occurrence of any loss or of 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, cost, actual cash value and particulars of amount of loss claimed,
 - (ii) stating when 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 1(c) and (d) of this condition shall not be considered proofs of loss within the meaning of conditions 12 and 13;

Fraud

7. 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.

Who May Give Notice and Proof

8. 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.

Salvage

9. (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 pro rata towards any reasonable and proper expenses in connection with steps taken by the Insured and required under sub-condition (1) of this condition according to the respective interests of the parties.

Entry, Control, Abandonment

10. 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. **Appraisal**
11. 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 therefore is made in writing and until after proof of loss has been delivered.

When Loss Payable

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

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.

Action

13. Where permitted by law, every action or proceeding against the Insurer for the recovery of a claim, under or by virtue of this contract, shall be absolutely barred unless commenced within one year * next after the loss or damage occurs.

*Two years in the Yukon Territory and in the Provinces of Ontario and Manitoba.

Notice

14. 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. 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.