

TABLE OF CONTENTS

INTRODUCTION.....2

PART 1 - GENERAL DEFINITIONS3

PART 2 – ATV(S) TO WHICH THIS POLICY APPLIES4

PART 3 - GENERAL PROVISIONS AND EXCLUSIONS7

 I PROVISIONS7

 II EXCLUSIONS – Losses we do not insure7

PART 4 – COVERAGES.....9

 SECTION A – THIRD PARTY LIABILITY.....9

 I INSURED PERSONS9

 II INSURING AGREEMENTS9

 III EXCLUSIONS – Loss or Damage we do not insure10

 IV ADDITIONAL AGREEMENTS.....10

 V YOUR AGREEMENT11

 SECTION B –PERSONAL ACCIDENT11

 I DEFINITIONS11

 II INSURED PERSONS12

 III INSURING AGREEMENTS12

 IV SPECIAL CONDITIONS APPLICABLE TO SECTION B, PERSONAL ACCIDENT17

 V EXCLUSIONS17

 VI CONDITIONS.....18

 SECTION C – LOSS OR DAMAGE TO YOUR ATV20

 I INSURING AGREEMENTS20

 II LIMITATIONS AND DEDUCTIBLE20

 III EXCLUSIONS – Loss or Damage we do not insure21

 IV ADDITIONAL AGREEMENTS.....22

 V YOUR AGREEMENT23

 SECTION D – ENDORSEMENTS.....23

PART 5 - STATUTORY CONDITIONS.....28

SASKATCHEWAN ALL TERRAIN VEHICLE POLICY

THIS POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE

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

INTRODUCTION

On the understanding that the information you have given us in your application for this policy is correct, we provide the insurance described in this policy, subject to the limits, terms, conditions, provisions and exclusions stated herein, in return for payment of the premium.

This policy is a contract between you and us. It consists of this document and the Summary of Coverage page. The Summary of Coverage page shows your name and/or organization, particulars of your all terrain vehicle(s) (ATV(s)) as well as the coverages, deductibles, endorsements and policy limits that apply. This document describes the various coverages and sets out the terms, exclusions and conditions that apply to your insurance. It is divided into 5 parts as follows:

Part 1 - General Definitions: defines certain words and terms used throughout the policy.

Part 2 – ATV(s) to Which this Policy Applies: tells what coverages apply to your own ATV(s) described in this policy and to certain ATV(s) you do not own but for which you are responsible.

Part 3 – General Provisions and Exclusions: sets out certain provisions and exclusions that apply to all policy coverages.

Part 4 – Coverages: describes the coverages that are available. There are four coverages sections, as follows:

Section A (Third Party Liability) – describes insurance for your legal liability and the legal liability of certain other persons for bodily injury, death or property damage caused by an ATV you own or use.

Section B (Personal Accident) – describes benefits payable to certain persons who are injured or killed in an ATV accident.

Section C (Loss or Damage to Your ATV) – describes the insurance for loss of or damage to your ATV.

Section D (Endorsements) – consists of endorsements which apply if shown on the Summary of Coverage page. An endorsement may extend or limit a particular coverage, or add new coverage.

You may not have insurance for all the coverages described in Part 4. You are insured only for the coverages for which a premium is shown on the Summary of Coverage page.

All limits and amounts shown in this policy are in Canadian funds.

Part 5 – Statutory Conditions: lists the conditions required by *The Saskatchewan Insurance Act* or a successor act for all ATV insurance policies written in Saskatchewan.

In providing the insurance set out in this policy, we rely on the accuracy and truth of any information you give us at our request. Misrepresentation or violation of any condition(s) of this policy renders claims invalid. *The Saskatchewan Insurance Act* or a successor act includes the following provision:

Where:

(a) *an applicant for a contract:*

- (i) *gives false particulars of the described ATV 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;*
- (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 is invalid and the right of the Insured to recover indemnity is forfeited.

PART 1 – GENERAL DEFINITIONS

The following definitions apply to all parts of this policy unless the word or term is otherwise defined in the policy.

When used in this policy:

“ATV” means a vehicle that is used as a private passenger vehicle or as a farm use vehicle; that is a self-propelled vehicle that is designed primarily for the movement of people or goods on unprepared surfaces; and has wheels in contact with the ground; and includes: a restricted use motorcycle; a mini-bike; and an all terrain cycle; but does not include: a golf cart; a snowmobile; an agricultural implement or special mobile machine; or any vehicle that is required to be properly registered in Saskatchewan.

“ATV Business” means a commercial operation (either an individual or a company) that earns money by selling, repairing, maintaining, storing, servicing or parking ATV(s).

“farm use vehicle” means a vehicle used in the operation of a farm.

“garage personnel” means a person(s) in the business of selling, repairing, maintaining, storing servicing or parking ATV(s).

“Insured” means a person insured by this policy, whether named as an Insured or not, who holds a valid driver’s licence.

“nuclear energy hazards” means radioactive, toxic, explosive or other hazardous properties of substances described in Regulations made under the *Nuclear Safety and Control Act (Canada)* or a successor act.

“operator” means the driver and any person while in, on or getting onto or off an ATV. The word “person” as used in this definition may include a person under the age of 16 provided always that operation of the ATV was in compliance with *The All Terrain Vehicles Act (Saskatchewan)* or a successor act.

“organization” means a corporation, unincorporated association or partnership.

“policy period” means the period from the date and time this policy becomes effective until the date and time it expires. The policy period is shown on the Summary of Coverage page.

“private passenger vehicle” means a vehicle that is used solely for personal transportation, including the carriage of goods intended for the use or enjoyment of the owner of the vehicle or members of the owner’s household, but no including, in respect of a person’s business, work or employment, the carriage of passengers or of goods.

“special mobile machine” means a vehicle that is not designed or used for the transportation of passengers or goods and that only uses a highway incidentally to its basic purposes; that is designed and used exclusively for moving earth or construction materials on locations off highways or for general construction or industrial purposes and that only uses a highway incidentally to its basic purposes; or that is used for the purpose of highway construction and maintenance; but does not include a dump truck or a truck mounted transit mixer or any other similar mounted machine.

“**spouse**” means your legal husband or wife, a person with whom you are cohabiting and have cohabited as a spouse continuously for a period of at least two years; or, if you are the natural or adoptive parents of a child, for a period of at least one year.

“**successor act**” refers to an enactment of Saskatchewan or Canada which addresses the same subject matter as a repealed statute or regulation referenced herein.

“**we**”, “**our**”, “**us**” or the “**Insurer**” means Certain Lloyd’s Underwriters.

“**you**”, “**your**”, or the “**Named Insured**” means the person or persons named as Insured on the Summary of Coverage page.

PART 2 – ATV(S) TO WHICH THIS POLICY APPLIES

In this part we explain what is meant by the term “**ATV**” as used in the various coverages of this policy.

1. Under Coverage Sections A (Third Party Liability), B (Personal Accident) and C (Loss or Damage to Your ATV),

“ATV” means:

- (a) a “**described ATV**” which can be either of the following:
 - (i) the ATV, you own or lease, described on the Summary of Coverage page;
 - or,
 - (ii) a towed conveyance specifically described on the Summary of Coverage page.

and:

- (b) a “**newly acquired ATV**” which can be either of the following:
 - (i) a replacement ATV that is an ATV you acquire as owner (or as lessee, if the lease is more than 30 days) which has no other insurance and which replaces an ATV specifically described on the Summary of Coverage page. The replacement ATV will have the same coverages as the described ATV it replaces. You must, however, tell us about the replacement ATV within 14 days from the day you take possession of it and pay us any additional premium we may require, otherwise, the insurance under this policy will not apply to it after the 14 days have expired.
 - or,
 - (ii) an additional ATV that is an ATV you acquire as owner (or as lessee, if the lease is more than 30 days) which is in addition to and does not replace a described ATV. All the following conditions must be met before the insurance under this policy will apply:
 - (A) you must tell us about this ATV within 14 days from the day you take possession of it and pay us the additional premium we require;
 - (B) all other ATV(s) you own must be insured by us under an ATV insurance policy for the coverage for which claim is made;
 - (C) you must have no other insurance on the newly acquired (additional) ATV; and
 - (D) you must not be in the business of selling ATV(s).

2. Under Coverage Section A (Third Party Liability) and B (Personal Accident) only, “ATV” includes a “temporary substitute ATV” that is an ATV not owned by you or by anyone living in your home, while temporarily used as a

substitute for the described ATV while the described ATV is not in use by any person insured by this policy because of its breakdown, repair, servicing, loss, destruction or sale. *[Please refer also to clause 1(c) of the Additional Agreements of Section C which describes insurance under Section C that applies to a temporary substitute ATV.]*

3. Under Coverage Section A (Third Party Liability) only, “ATV” includes a “temporary non-owned ATV” which means:

- (a) If the Named Insured is an individual or husband and wife, any ATV other than the described ATV, while personally driven by you or by your spouse, if your spouse is living with you, or by any child living in your care and in your home, provided that such other ATV is not:
 - (i) owned, leased, or regularly or frequently used, by you or by anyone living in your home;
 - (ii) owned, hired, or leased by, or registered in the name of your employer or an employer of anyone living in your home;
 - (iii) being used by you or anyone living in your home in connection with the ATV Business; or
 - (iv) being used to carry passengers or goods for any kind of payment;
- (b) If the Named Insured is an organization, any ATV other than the described ATV, while personally driven by the employee or partner of the Named Insured for whose regular use the described ATV is furnished, or by his or her spouse, if the spouse is living with such employee or partner, or by any child living in the care and in the home of such employee or partner, provided that:
 - (i) neither such employee or partner, or his or her spouse owns or leases an ATV;
 - (ii) such other ATV is not owned, leased or regularly or frequently used, by the Named Insured or by such employee or partner or by anyone living in the home of such employee or partner;
 - (iii) such employee or partner, or his or her spouse or child is not using such other ATV in connection with the ATV Business; and
 - (iv) such other ATV is not being used to carry people or goods for any kind of payment;

4. “Lease” used in clause 3 above, refers to an ATV leased for a period of more than 30 days.

5. Under Coverage Section A (Third Party Liability) only, “ATV” includes a “towed conveyance” that is used in connection with the ATV that is not designed or used:

- (a) to carry passengers,
- (b) for demonstration purposes, or
- (c) to carry goods for a fee.

PART 3 – GENERAL PROVISIONS AND EXCLUSIONS

I PROVISIONS

The following provisions apply to all coverages.

1. **Territory:** The insurance provided by this policy applies only while the ATV is in Canada or the United States of America or while on a ship sailing between the ports of these two countries.
2. **Two or More ATV(s):**
 - (a) When two or more described ATV(s) are insured under this policy, each described ATV is considered to be insured under a separate policy. With respect to the use or operation of an ATV you do not own, the limit of our liability will not exceed the highest limit applicable to any one described ATV.
 - (b) If two or more ATV(s) are insured in your name as described ATV(s) under two or more policies, either with us or another insurance company, and loss or damage arises from the use or operation of an ATV you do not own, we will pay our share of the amount of the loss or damage for which you are insured. Our share under this policy will be the proportion that the highest limit applicable to any one described ATV in this policy bears to the total of the highest limits applicable under each policy. In no event will we pay more than this proportion of the highest limit applicable to any ATV described in this or any other policy.
 - (c) An ATV with one or more towed conveyance attached will be considered to be one ATV with respect to the limit(s) of liability under Coverage Section A (Third Party Liability) and Coverage Section B (Personal Accident), and separate ATV(s) with respect to the limit(s) of liability, including any deductible amount, under Coverage Section C (Loss or Damage to Your ATV).

II EXCLUSIONS - Losses we do not insure

The following exclusions apply to all coverages. Other exclusions applying to each coverage section are set out in Part 4.

I. Excluded Uses:

- (a) Unless we expressly give coverage by endorsement, there is no insurance under this policy while the ATV:
 - (i) is rented or leased to someone else, but if you let your employee use the ATV for your business purposes, we do not consider this to be renting or leasing;
 - (ii) is used to carry explosives or to carry radio-active material for research, education, development or industrial purposes, or for purposes incidental to any of these; or
 - (iii) is being used as a taxicab, public bus or otherwise being used to carry passengers for which you receive any kind of payment. We do not consider the following to be carrying passengers for payment:
 - (A) the occasional and infrequent use of the ATV for driving another person who shares the cost of the trip;
 - (B) when you use the ATV for the occasional and infrequent transportation of your own employees; or
 - (C) when you use the ATV for the occasional and infrequent transportation of clients or customers or prospective clients or customers.
- (b) We do not consider the following to be carrying passengers for payment within the meaning of clause II (1)(a)(iii) of this Part if:

- (i) you use the ATV for the transportation of co-workers for your employer's business purposes;
 - (ii) you use the ATV to drive others to or from their place of business or school, but only while you are also driving yourself to or from your place of business or school;
 - (iii) the ATV is used for the transportation of teachers, students or others to or from school or events connected with a school program; or
 - (iv) the ATV is used for the transportation of passengers in connection with activities of religious or voluntary service organization(s).
2. **Consent of Owner:** The insurance provided by this policy does not apply to any person, whether named as Insured or not, who is an operator of any ATV which is being used without the consent of its owner. Where an ATV is owned by an organization, consent given by a person for whose regular use such ATV is provided will be considered as consent given by its owner.
3. **Garage Personnel Excluded:** We will not make any payment for any loss, damage, injury or death sustained by any garage personnel while using, operating or working on the ATV in the course of their business or while an operator of the ATV in the course of their business, unless the person sustaining the loss, damage, injury or death is the owner of the ATV.
4. **Approved Helmet:** The insurance provided by this policy does not apply to any person, whether named as Insured or not, who is an operator of any ATV when not wearing a CSA or ULA or SNELL approved helmet.

PART 4 – COVERAGES

SECTION A – THIRD PARTY LIABILITY

We provide the insurance described in this section only if a premium is shown for Section A on the Summary of Coverage page.

I INSURED PERSONS

1. Under Section A, we insure:
- (a) the Named Insured and any other person who, with the Named Insured's consent, personally drives or operates any part of the described ATV, a newly acquired ATV or a temporary substitute ATV, and
 - (b) you, your spouse (if your spouse is living with you) and any child living in your care and in your home while personally driving a temporary non-owned ATV as provided for in Part 2 of this policy.
2. The persons referred to in clauses 1(a) and 1(b) of this section are Insured Persons. The words "you" and "your" as used in Section A refer to these Insured Persons.

II INSURING AGREEMENTS

We agree to pay on your behalf those amounts which you become legally obligated to pay because of liability imposed by law for loss or damage arising from the ownership, use or operation of the ATV and resulting from **bodily injury to or death of any person or damage to property**, subject always to the following:

1. The limit shown for Section A on the Summary of Coverage page is the most we will pay for bodily injury, death or property damage arising out of any one accident or occurrence regardless of the number of:
 - (a) Insured Persons,
 - (b) claims made or actions brought, or
 - (c) persons or organization(s) making claims or bringing actions.

III EXCLUSIONS - Loss or Damage we do not insure

We will not make any payment under Section A for:

1. any liability imposed by any Workers' Compensation law or plan upon any person insured by this section;
2. bodily injury to or death of any of your employees while they are operating or repairing the ATV;
3. loss or damage to property carried in or on the ATV or to any property you own or rent or have in your care, custody or control; or
4. Nor will we make any payment under Section A for:
 - (a) bodily injury, death or property damage caused intentionally by or at the direction of any person insured by this policy;
 - (b) bodily injury, death or property damage caused by nuclear energy hazards, except as provided for by *The Saskatchewan Insurance Act* or a successor act;
 - (c) bodily injury or death for which insurance is payable under Part VIII of *The Automobile Accident Insurance Act (Saskatchewan)* or a successor act; or
 - (d) bodily injury, death or property damage arising from the ownership, use or operation of any machinery or apparatus, including its equipment, mounted on or attached to the ATV while at the site where it is being used.

*Please refer also to the General Provisions and Exclusions (Part 3) and the
Statutory Conditions (Part 5) of this policy.*

IV ADDITIONAL AGREEMENTS

We will defend you against any suit which makes claims against you for which you are insured under Section A of this policy and which alleges bodily injury or property damage and seeks damages, even if it is groundless, false or fraudulent. We agree to investigate, negotiate and settle any such claim or suit as we consider appropriate. In addition to any amount for which we may be liable under the Insuring Agreements of Section A, we will pay:

1. all expenses we incur in such investigation and defence;
2. all costs charged against you in any suit insured under Section A;
3. any interest occurring after judgment on that part of the judgment which is within the amount of insurance payable under Section A; and
4. your reasonable costs for giving first aid to others at the time of the accident.

If an accident giving rise to a claim under Section A occurs in a province or territory of Canada where the minimum limit(s) required by law is higher than the limit insured under Section A of this policy, we will increase the Section A limit of insurance to meet the minimum limit(s) required by the law of such province or territory. We will not set up any defence to a claim insured under Section A that might not be set up if the policy were a motor vehicle liability policy issued in any province or territory in Canada where the accident occurred.

V YOUR AGREEMENT

By accepting this insurance, you agree:

1. to appoint us as your irrevocable attorney to appear on your behalf and defend in any province or territory of Canada or any state of the United States of America any action brought against you arising out of the ownership, use or operation of the ATV; and
2. to repay us the amount we have been required to pay because of a law relating to ATV insurance and which we would not otherwise have been liable to pay under this policy.

SECTION B – PERSONAL ACCIDENT

IMPORTANT NOTICE - THIS POLICY DOES NOT PROVIDE SICKNESS INSURANCE.

We provide the insurance described in this section only if a premium is shown for Section B on the Summary of Coverage page.

I DEFINITIONS

For the purposes of Section B:

“bodily injury” means identifiable physical injury caused by an accident. A physical injury is a bodily injury only if it results, directly and independently of all other causes, in death or disablement within 365 days of the date of the accident.

“accident” or **“accidental”** means:

1. a sudden and unexpected event which occurs at an identifiable time and place;
2. (a) exposure to the elements; or
(b) your disappearance and your body not being found within 365 days and there being sufficient evidence to lead us to the conclusion that you sustained bodily injury which caused your death. However, in the event of your subsequently being found to be alive, any sums which we have paid shall be refunded to us.

“loss” means with reference to:

1. hand or foot means the complete severance through or above the wrist or ankle joint, but below the elbow or knee joint;
2. arm or leg means the complete severance through or above the elbow or knee joint;
3. thumb means the complete loss of one entire phalanx of the thumb;

4. index finger means the complete loss of two entire phalanges of the index finger;
5. eye means the irrecoverable loss of the entire sight thereof; and, in respect of items 1. – 5., shall also include loss of use;
6. speech means the complete and irrecoverable loss of the ability to utter intelligible sounds; or
7. hearing means the complete and irrecoverable loss of hearing.

“loss of use” means the total and irrecoverable loss of use provided the loss is continuous for 365 days and such loss of use is determined to be permanent at the end of such period.

“permanent total disability” means that you are totally disabled and cannot undertake all the material duties of any business or occupation for which you are reasonably fitted by training, education or experience for a continuous period of 365 days and, at the expiration of the 365 day period, it is reasonably certain that such disability is permanent.

“licensed physician” means a legally qualified doctor of medicine (M.D.) who is not a member of your immediate family and who is licensed to practice medicine in the jurisdiction in which he or she is providing medical treatment or consultation.

II INSURED PERSONS

1. Under Section B, we insure:
 - (a) you, your spouse (if your spouse is living with you) and any child living in your care and in your home while personally driving, riding as a passenger or operating any part of the described ATV, a newly acquired ATV or a temporary substitute ATV as provided for in Part 2 of this policy.
2. The persons referred to in clause 1(a) of this section are Insured Persons. The words “you” and “your” as used in Section B refer to these Insured Persons.

III INSURING AGREEMENTS

We will pay you the Sum Insured for any losses incurred while on or getting onto or alighting from or operating or riding, including whilst riding as a passenger on, the described ATV, a newly acquired ATV or a temporary substitute ATV during the policy period. The total amount payable under Section B for one or more accidents shall not exceed the largest single benefit as stated in the Schedule.

BASIC PERSONAL ACCIDENT SCHEDULE
SUM INSURED & LARGEST SINGLE BENEFIT \$25,000

1.	Death	100%
Loss or Loss of Use of:		
2.	both feet	100%
3.	the entire sight of both eyes	100%
4.	one hand and one foot	100%
5.	one hand and the entire sight of one eye	100%
6.	one foot and the entire sight of one eye	100%
7.	one arm	75%
8.	one leg	75%
9.	one hand	67%
10.	one foot	67%
11.	the entire sight of one eye	67%
12.	thumb and index finger	33%
Loss of:		
13.	speech and hearing in both ears	100%
14.	Speech	67%
15.	hearing in both ears	67%
16.	hearing in one ear	17%
Total Paralysis:		
17.	both upper and lower limbs (quadriplegia)	100%
18.	both lower limbs (paraplegia)	100%
19.	both the upper and the lower limb of one side of the body (hemiplegia)	100%
20.	Permanent Total Disability	100%

ENHANCED PERSONAL ACCIDENT SCHEDULE
SUM INSURED & LARGEST SINGLE BENEFIT \$50,000

1.	Death	100%
Loss or Loss of Use of:		
2.	both feet	100%
3.	the entire sight of both eyes	100%
4.	one hand and one foot	100%
5.	one hand and the entire sight of one eye	100%
6.	one foot and the entire sight of one eye	100%
7.	one arm	75%
8.	one leg	75%
9.	one hand	67%
10.	one foot	67%
11.	the entire sight of one eye	67%
12.	thumb and index finger	33%
Loss of:		
13.	speech and hearing in both ears	100%
14.	Speech	67%
15.	hearing in both ears	67%
16.	hearing in one ear	17%
Total Paralysis:		
17.	both upper and lower limbs (quadriplegia)	100%
18.	both lower limbs (paraplegia)	100%
19.	both the upper and the lower limb of one side of the body (hemiplegia)	100%
20.	Permanent Total Disability	100%

Under the Enhanced Personal Accident, we will pay you the amounts shown below, in addition to the Sum Insured, for any losses incurred while on or getting onto or alighting from or operating or riding, including whilst riding as a passenger on, the described ATV, a newly acquired ATV or a temporary substitute ATV during the policy period. The total amount payable under Section B for one or more accidents shall not exceed the largest single benefit as stated in the Schedule.

A. Fracture

If as a result of an accident, you fracture any of the following bones, we will pay the amount specified below:

Complete fracture of the:

Skull, spine, pelvis	\$1,000
Arm, shoulder, leg, hip, jaw	\$750
Knee cap, ankle, collar bone, foot or hand	\$500
Toe, finger, rib, or other fracture not mentioned	\$250

B. Weekly Accident Benefit

This benefit is applicable to you but only if you are under the age of sixty-five years and engaged in gainful employment.

If as a result of an accident during the policy period you sustain bodily injury and are totally and continuously disabled and prevented from performing the substantial and material duties pertaining to your usual occupation, we will pay you the Weekly Accident Benefit as stated below for the period of disability while you are under the regular care and attendance of a licensed physician. Weekly Accident Benefits commence on the 8th day of disability, not to exceed 104 consecutive weeks as the result of any one accident.

Weekly Accident Benefit: up to \$500 per week, not to exceed 75% of your pre-disability net earnings.

The benefit payable will take into account any of the benefits payable under the following plans, but will not include any amounts payable on account of eligible dependents, if any:

- (a) the disability or retirement provisions of the Canada/Quebec Pension Plans;
- (b) the benefits payable in accordance with the Workers' Compensation or Occupational Disease Act or Law, or any other law which provides compensation for an occupational injury;
- (c) the income benefits provided by or through any Government Plan of automobile insurance or similar legislation;
- (d) the amounts paid or payable under a group insured or non-insured disability plan (including association group); or
- (e) the Employment Insurance Act if the Employment Insurance benefit does not include the amounts paid or payable under this policy as earnings in determining the benefits payable under the Act.

Any subsequent changes to the amounts payable under any of the above stated benefits which are specifically designated as cost-of-living adjustments will neither reduce nor increase the amount of Weekly Accident Indemnity payable hereunder.

Special Definitions:

“regular care and attendance” mean observation and treatment to the extent necessary under existing standards of medical practice for the condition causing disability.

“earnings” mean:

1. with respect to an Insured who is employed on a full-time basis, the weekly rate of wage or salary the Insured was receiving from his employer(s) as of the date of the Injury, exclusive of overtime pay or other remuneration;
2. with respect to an Insured who works on a seasonal basis, the weekly rate of earnings based on the total amount(s) of the Insured's earnings as reported on T-4(s) for the full taxation year immediately prior to the date of the Injury.
3. with respect to an Insured who is self-employed, the weekly rate of earnings based on the three (3) years average of the Insured's earnings received for duties performed (excluding other income which does not depend on the Insured's ability to engage in an occupation or employment) less any business expenses which are deductible for income tax purposes but before deduction of any personal income taxes for the full taxation year immediately prior to the date of the Injury.

C. Accidental Dental Emergency

If you sustain injury to whole or sound teeth including filled or restored teeth and require dental treatment commencing within thirty (30) days of the date of accident we will reimburse you, up to a maximum of \$2,500.

Special Provisions:

1. Treatment must be provided by a dentist;
2. Crowned or capped teeth shall be considered whole or sound teeth; and
3. No benefit will be payable for costs incurred for the replacement, adjustment or repair of artificial teeth or dentures; any orthodontic treatment; or any dental treatment provided solely for cosmetic or aesthetic reasons.

D. Ambulance Expenses

We will reimburse you up to a maximum of \$2,500:

- (a) If you incur expenses following transportation by a licensed ground ambulance service or, when recommended by a licensed physician, any other conveyance licensed to carry passengers for hire to or from the nearest hospital which is equipped to provide the required treatment; and
- (b) When medically necessary due to an injury you require transportation by regular flight (i.e. one-way economy airfare, stretcher and/or a medical attendant), or by air ambulance if you are unable to travel by regular flight, to the nearest appropriate medical facility or to a Canadian hospital. Prior approval by us is required for this benefit.

E. Medical Expense Reimbursement

Provided it is deemed medically necessary we will reimburse you, up to a maximum of \$2,500, all reasonable and customary medical expenses incurred within 26 weeks of the date of accident for the following:

- (a) The services of a legally qualified physiotherapist, chiropractor, osteopath or registered nurse when ordered by a licensed physician;
- (b) The purchase of hearing aids (but not including repair or replacement of same). Prior approval by us is required for this benefit;
- (c) Crutches, splints, orthotic devices, trusses, medical braces, rental of wheelchair or hospital bed;
- (d) Prescription drugs; and
- (e) Casts and cast materials.

F. Out-of-Province Medical Charges

We will reimburse you, up to a maximum of \$2,500, the following reasonable and customary expenses incurred by you as a result of bodily injury sustained outside of your province or territory of residence:

- (a) Out-patient emergency room charges;
- (b) Standard hospital ward charges;
- (c) The emergency treatment by a legally licensed physician, surgeon or licensed dentist; and
- (d) Hospital expenses, x-rays and laboratory services as may be requested by a licensed physician.

G. Prosthetic Devices

We will reimburse you for expenses incurred for artificial limbs, up to a maximum of \$1,500 when prescribed by a licensed physician or surgeon due to a bodily injury. This benefit does not include repairs, adjustments or replacement of same.

H. Funeral Expense

In the event that you sustain bodily injury which results in your death and Benefit 1. of the Schedule becomes payable in accordance with the terms of this Policy, we will pay the reasonable and customary expenses incurred at the time of death for the services and/or materials provided by a mortician, undertaker, crematorium or funeral home, related to the burial or cremation. Charges for the purchase of a burial plot, gravesite or mausoleum for the interment of the remains thereof, including any markers or monuments, not to exceed the amount of \$2,500.

IV SPECIAL CONDITIONS APPLICABLE TO SECTION B, PERSONAL ACCIDENT

We will pay you the applicable benefit, as stated in the Schedule, if you suffer bodily injury.

We will pay you the benefit for a loss under Items 2. through 20. as listed in the Schedule only if you survive for 30 days after the accident.

V EXCLUSIONS

This Policy does not cover death or disability in any way caused or contributed to by:

1. sickness or disease (except bacterial infection arising from bodily injury) or mental infirmity or emotional or psychological trauma;
2. war, whether declared or not, hostilities or any act of war or civil war;
3. radioactive contamination;
4. your taking part in Armed Forces service or operations;
5. your riding or driving in any kind of race or competitive event or practice;
6. your engaging in flying of any kind other than as a passenger;
7. you are not wearing a CSA or ULA or SNELL approved helmet
8. your suicide, self-destruction, attempted suicide or self-destruction, or intentionally self-inflicted injury, while sane or insane;
9.
 - (a) any drug taken, administered or injected, except on the advice of or as directed by a licensed physician;
 - (b) any alcoholic beverage consumed by you to the level of intoxication; or
 - (c) any poison, chemical compound, gas or fumes voluntarily taken, administered, absorbed or inhaled;
10. your committing or attempting to commit a criminal act;
11. your voluntary exposure to unnecessary danger (except in an attempt to save human life); or
12. Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.

VI CONDITIONS

1. We will not be bound by an assignment either of this Policy or of any claim under this Policy unless we receive written assignment before we pay the benefits claimed. We will not be responsible for the validity of any assignment.
2. If, on the effective date of this Policy, any provision conflicts with the laws of any Province which are applicable to this Policy, that provision is amended to meet the minimum requirements of such laws.
3. We reserve the right not to make payment on a claim or to adjust the benefits or the premium if a false statement or omission in the application for this Policy materially affected our decision to issue this Policy for the premium and on the terms described in this Policy.
4. We reserve the right not to make payment on a claim if, in the making of any claim hereunder, there shall be any fraud, misstatement, concealment or criminal act by you.
5. All benefit payments under this Policy will be paid within 60 days after we have received proof of claim.
6. All benefit payments under this Policy will be made in Canada in Canadian currency.
7. (1) **THE INSURANCE CONTRACT:** The application form, the Summary of Coverage page, the Policy, any document attached to the Summary of Coverage page when issued and any amendment to the Policy agreed upon in writing after the Policy is issued, constitute the entire Policy, and no agent has authority to change the Policy or waive any of its provisions.

- (2) WAIVER: We shall be deemed not to have waived any condition of this Policy, either in whole or in part, unless the waiver is clearly expressed in writing signed by us.
8. MATERIAL FACTS: No statement made by you at the time of application for this Policy shall be used in defence of a claim under or to avoid this Policy unless it is contained in the application form or any other written statements or answers furnished as evidence of insurability.
9. (1) NOTICE AND PROOF OF CLAIM: You or a beneficiary entitled to make a claim, or the agent of either, shall:
- (a) give written notice of claim to us,
 - (i) by delivery thereof, or by sending it by registered mail to your broker in the Province, or
 - (ii) by delivery thereof to an authorized agent of ours in the Province, not later than thirty days from the date a claim arises under the Policy on account of an accident or disability.
 - (b) within ninety days from the date a claim arises under the Policy on account of an accident, furnish to us such proof as is reasonably possible in the circumstances of the happening of the accident and, the loss occasioned thereby, the right of the claimant to receive payment, his or her agent and agent of the beneficiary if relevant; and
 - (c) if so required by us, furnish a satisfactory certificate as to the cause or nature of the accident for which a claim may be made under the Policy and as to the duration of such disability.
- (2) FAILURE TO GIVE NOTICE OR PROOF: Failure to give notice of claim or furnish proof of claim within the time prescribed by this Condition does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than 365 days from the date of the accident or the date a claim arises under the Policy on account of disability if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.
10. WE SHALL FURNISH FORMS FOR PROOF OF CLAIM: We shall furnish forms for proof of claim within fifteen days after receiving notice of claim, but where the claimant has not received the forms within that time the claimant may submit his or her proof of claim in the form of a written statement of the cause or nature of the accident giving rise to the claim and of the extent of the loss.
11. RIGHTS OF EXAMINATION: As a condition precedent to recovery of insurance moneys under this Policy,
- (a) the claimant shall afford to us an opportunity to examine your person when and so often as we reasonably require while the claim hereunder is pending; and
 - (b) in the case of your death we may require an autopsy subject to any law of the applicable jurisdiction relating to autopsies.

SECTION C – LOSS OR DAMAGE TO YOUR ATV

I INSURING AGREEMENTS

We agree to insure you against direct and accidental loss of or damage to the ATV, including its permanently attached equipment which includes windshield, mirrors, winch, carrying racks and security alarm system, but only with respect to the following subsections of Section C for which a premium is shown on the Summary of Coverage page.

Subsection 1 - All Perils - all perils of direct and accidental loss or damage.

Subsection 2 - Collision or Upset - direct and accidental loss or damage caused by collision with another object or by upset.

Subsection 3 - Comprehensive - all perils of direct and accidental loss or damage other than by collision with another object or by upset. The words “**another object**” as used in this subsection include:

- (a) a vehicle to which the ATV is attached; and
- (b) the surface of the ground and any object on or in the ground.

Loss or damage caused by any of the perils named in Subsection 4, as well as by missiles, falling or flying objects, malicious mischief, or vandalism, is considered loss or damage caused by perils for which insurance is provided under this Subsection 3.

Subsection 4 - Specified Perils - direct and accidental loss or damage caused by fire, lightning, theft or attempted theft, windstorm, earthquake, hail, explosion, riot or civil commotion, falling or forced landing of aircraft or their parts, rising water, or the stranding, sinking, burning, derailment or collision of any conveyance in or upon which the ATV is being transported on land or water.

II LIMITATIONS AND DEDUCTIBLE

Each occurrence causing loss or damage insured under Section C will be considered separately for claims purposes. For each separate claim we will pay the amount of insured loss or damage up to, but not exceeding, the actual cash value of the ATV sustaining the loss or damage. From the amount so determined we will deduct the deductible amount for the applicable subsection of Section C as shown on the Summary of Coverage page.

III EXCLUSIONS - Loss or Damage we do not insure

1. We do not insure loss or damage under any subsection of Section C:
 - (a) to treads or consisting of or caused by mechanical fracture or breakdown of any part of the ATV or by rusting, corrosion, wear and tear, freezing, or explosion within the combustion chamber, unless the loss or damage happens at the same time as other loss or damage for which you are insured under Section C, or is caused by fire, theft, vandalism or malicious acts for which you are insured under Section C;
 - (b) caused by the conversion, embezzlement, theft or secretion by any person in lawful possession of the ATV under a mortgage, conditional sale, lease or other similar written agreement;

- (c) caused if you voluntarily give up title or ownership, whether or not you were persuaded to do so by any fraud, trick or false pretence;
 - (d) caused directly or indirectly by contamination by radioactive material or by other atmospheric contaminants;
 - (e) to tapes, discs, records or other media or to audio or video equipment not affixed to the ATV; or
 - (f) caused directly or indirectly by war or warlike acts such as civil war, rebellion, revolution or insurrection.
2. We do not insure loss or damage under Subsections 1 (All Perils), 3 (Comprehensive) or 4 (Specified Perils):
- (a) caused by theft by any person living in your home or by any employee of yours who maintains, repairs or uses the ATV, even if the theft occurs when the employee is off duty;
 - (b) caused by theft of tools, chains or repair equipment, unless the entire ATV is stolen;
 - (c) caused by theft of equipment of the ATV unless such equipment is in or on the ATV or in your home at the time the theft occurs; or
 - (d) caused by and confined to soiling of upholstery or scratching of any part of the ATV, unless such loss or damage is the result of other loss insured under Subsections 1, 3 or 4.

*Please refer also to the General Provisions and Exclusions (Part 3) and the
Statutory Conditions (Part 5) of this policy.*

IV ADDITIONAL AGREEMENTS

1. Where loss or damage arises from a peril for which a premium for a subsection of Section C is specified on the Summary of Coverage page, we further agree:
- (a) to pay general average, salvage, fire department charges and customs duties of Canada or of the United States of America for which you are legally liable;
 - (b) to waive subrogation against every person who, with your consent, has care, custody or control of the ATV, provided always that this waiver shall not apply to any person:
 - (i) having such care, custody or control in the course of the ATV Business, or
 - (ii) who has committed a breach of any condition of this policy;
 - (c) to indemnify you and any other person who personally drives a temporary substitute ATV for those amounts you and such other person may become legally obligated to pay for direct and accidental damage to such ATV and arising from the care, custody and control of such ATV, provided always that:
 - (i) the deductible amounts and exclusions of Section C will apply;
 - (ii) if the owner of the temporary substitute ATV has or places any other insurance for such ATV against any peril insured by Section C of this policy, we will pay only the amount by which the deductible amount, if any, of such other insurance exceeds the deductible amount stated in the applicable subsection of Section C of this policy; and

(iii) the Additional Agreements of Section A shall, insofar as they are applicable, extend to the indemnity provided by this Additional Agreement 1(c).

2. In the case of theft of the entire ATV for which you are insured under Subsections 1, 3 or 4 of Section C, or in the case of a collision with a bird or animal for which you are insured under Subsections 1 or 2 of Section C, we agree to reimburse you for expenses you incur for rental of a substitute ATV. The most we will pay is \$30 in any one day, to a maximum of \$750 in all. Reimbursement for theft of your ATV is only for such expenses incurred during the period commencing immediately after you have reported the theft to the police or to us. Reimbursement for collision with a bird or animal to your ATV is only for such expenses incurred during the period commencing when your ATV becomes inoperable due to the damage or while your ATV is being repaired. Both ending regardless of the policy expiry date, the day after one of the following first takes place:
- (a) the ATV has been repaired or replaced, or
 - (b) an offer has been made to settle your claim for the loss or damage caused by the theft or the collision with a bird or animal, whether or not you accept the offer.
3. Provided that the described ATV is insured under Subsections 1, 3 or 4 of Section C, we will pay up to \$400 for the cost of replacing your keys to the described ATV or rekeying its locks, at your option, if your keys are stolen. We will not pay for changing the ignition or lock tumblers if we can replace the key. No deductible will apply to this Additional Agreement 3, except that if the amount of the loss is greater than \$400, the policy deductible will apply to the amount by which the loss exceeds \$400.

V YOUR AGREEMENT

If you are in the ATV Business, you agree, with respect to loss or damage insured under Section C, to replace the damaged property or make the necessary repairs at your actual cost, if we ask you to do so.

SECTION D – ENDORSEMENTS

The endorsements set out in this section apply to every policy, with the exception(s) of: Fire Fighting Apparatus, Excluding Named Person, Fire and Theft Deductible, Replacement Cost Coverage, Incidental Commercial Use (Section C) and Incidental Commercial Use (Sections A, B and C) which apply only if indicated on the Summary of Coverage page. If more than one ATV is insured under this policy, the endorsement shall apply only to the ATV for which it is shown on the Summary of Coverage page, except in the case of the Environmental Liability Limitation and Approved Driver Warranty endorsements. The words the ATV or your ATV where used in any of the endorsements in this section, refers to the described ATV to which the endorsement applies, unless otherwise indicated.

Except as otherwise specifically stated in any endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy remain unchanged and have full force and effect.

Limitation of Amount

We are not liable under Section C for any amount in excess of the actual cash value of your ATV at the time the loss or damage occurs or in excess of the amount shown for this endorsement on the Summary of Coverage page, whichever is the lesser.

Stated Value

In respect to loss or damage for which you are insured under Section C, we agree that the described ATV is valued at and insured for the amount shown for this endorsement on the Summary of Coverage page, subject to the applicable Section C deductible. When the loss involving the described ATV is a partial loss only, our liability is limited to the cost of repair, less the applicable Section C deductible, but such cost shall not exceed the amount shown for this endorsement on the Summary of Coverage page.

Fire Fighting Apparatus

We are not liable under Section C for loss or damage to fire-fighting, rescue or salvage equipment that has been removed from your ATV while the ATV is at the location of a fire.

Excluding Named Person

We are not liable for any payment under Sections A, B or C in respect of any claim arising out of any accident which occurs while your ATV as defined in the General Definitions of this policy is being operated by the person whose name is shown for this endorsement on the Summary of Coverage page.

Fire and Theft Deductible

The deductible amount, if any, under Subsections 1, 3 or 4 of Section C of this policy shall also apply on each separate claim for loss or damage caused by fire or theft of the entire ATV and not as may otherwise be stated in Section C.

Replacement Cost Coverage

In the event that loss or damage to your ATV for which you are insured under Section C exceeds the deductible amount shown on the Summary of Coverage page, we agree to waive Statutory Condition 4(5) which limits our liability to the actual cash value of your ATV, subject to all terms and conditions set out in this endorsement.

If the loss or damage happens within the first 24 months from the date you took delivery of the ATV, the Replacement Cost Coverage provided by this endorsement will apply to all losses for which your ATV is insured under Section C. But, if the loss or damage happens after the first 24 months, we will not provide Replacement Cost Coverage.

There are two ways to settle a loss:

1. By Repair:

If we decide to repair your ATV we will be responsible only for the damage which was caused by the loss. This includes any wear and tear (depreciation) charged on original or new parts.

2. By Replacement:

If we decide your ATV must be replaced because of its loss, settlement will be as follows:

- (a) If the loss or damage happens within the first 24 months from the date you took delivery of the ATV and you choose a brand new ATV of the same make and model with similar equipment (colour may vary), we will replace your ATV. If the same model year is not available, we will replace your vehicle with the next model year available.
- (b) If you choose a different make or model that is brand new with a value lower than shown on the Summary of Coverage page, we will only pay you our cost to replace the ATV with a new ATV of your choice.
- (c) If you choose a different make or model that is brand new with a higher value than shown on the Summary of Coverage page, or this is a leased vehicle, we will only pay you up to the original purchase price of the ATV as shown on the Summary of Coverage page.
- (d) If the loss or damage happens and we cannot replace the ATV covered because the same or similar make and model are no longer produced or manufactured, we will pay you the original purchase price (including applicable taxes).

The coverage under this endorsement is subject to the following conditions:

- 1. Your ATV must be continuously insured for Replacement Cost Coverage with us or another insurance company. You must obtain this coverage within 120 days after the date you take delivery of the ATV. Coverage under this endorsement shall not be in effect for more than 24 months after that delivery date. The ATV must have been:
 - (a) bought new,
 - (b) leased new, or
 - (c) owned and used as a demonstrator by an ATV dealership. You must have bought the ATV within 12 months of the date the dealer first put it into service as a demonstrator.
- 2. It is up to us to decide if your ATV is to be repaired or replaced.
- 3. Once we agree that you have coverage under this endorsement you must supply us with proof that your ATV is being repaired or replaced before a payment can be made.
- 4. If you decide not to buy a replacing ATV we will pay only what we would have paid had this Replacement Cost Coverage endorsement not been in effect.
- 5. If you decide not to accept our offer to repair your ATV we will pay only what we would have paid had this Replacement Cost Coverage endorsement not been in effect.
- 6. The ATV obtained under this Replacement Cost Coverage endorsement is not automatically eligible for Replacement Cost Coverage when added to an existing policy or when a new policy of insurance is requested from us. Eligibility for this Replacement Cost Coverage endorsement for the newly purchased ATV will be determined by guidelines in place at the time that coverage is requested from us. This policy will be cancelled pro rata in the event a loss results in the replacement of the ATV insured under this policy and coverage for the replacement is not added by endorsement.

7. New equipment added after you purchased the ATV is also covered but it must have been added to the ATV and your policy within 120 days of the date you took delivery of the ATV.
8. You will be responsible for any previous unrepaired damage.
9. You are responsible for any life insurance, extended warranties or loan balances from previous vehicles.
10. If your ATV has attached apparatus or machinery intended to be used for carrying out an operation apart from the ATV (for example, welding, drilling, or towing equipment), we will pay only what we would have paid had this Replacement Cost Coverage not been in effect.

Environmental Liability Limitation

We are not liable under Section A for bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acid, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants, or pollutants into or upon land, the atmosphere or any water of any description no matter where located or how contained, or into any watercourse, drainage or sewage system. This exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental, but the most we will pay for any such sudden and accidental discharge, dispersal, release or escape, regardless of the limit applicable to Section A, is the amount shown for this endorsement on the Summary of Coverage page and this amount shall be part of and not in addition to the Section A limit.

Approved Driver Warranty

The insurance provided by this policy shall not apply to any ATV while being operated by any person other than a person whose name you have given us and who has been approved by us as a driver, or other than a person hired by you whose name you have not given us but who meets all the following requirements:

1. holds a valid and appropriate class of drivers licence for the ATV being operated;
2. has had no more than three moving traffic violations or at-fault accidents combined in the three years preceding the date such person was hired by you; and
3. has had no convictions under the *Criminal Code (Canada)* or a successor act in the three years preceding the date such person was hired by you.

This endorsement applies to all ATV(s) insured by this policy.

ATV Underage Operator

Notwithstanding Statutory Condition 2(2)(b)(ii), we give permission for a person under the age of 16 years, but not under the age of 12 years, to operate the described ATV with your consent, but only on condition that the operation of the ATV by such person is in accordance with the provisions of *The All Terrain Vehicles Act (Saskatchewan)* or a successor act, otherwise this endorsement shall be of no effect.

Incidental Commercial Use (Section C)

We agree to amend the definition of ATV to include a vehicle that has an incidental commercial use that you have reported to us and we have approved.

Incidental Commercial Use (Sections A, B and C)

We agree to amend the definition of ATV to include a vehicle that has an incidental commercial use that you have reported to us and we have approved.

It is further understood and agreed that this extension shall not include any contractual or other liability assumed by you and shall in no way provide coverage that is contributory or in excess of any other insurance policy that may be in force concurrent with this policy.

Trailers and Truck Decks Used Solely for Transporting the ATV (Section C)

When used in this endorsement:

“trailer(s)” means a trailer used exclusively to transport the ATV that is insured by this policy.

“truck deck” means a unit for temporary attachment to a truck designed for and used exclusively to transport the ATV that is insured by this policy.

If there is an amount shown for this endorsement on the Summary of Coverage page we agree to indemnify you against direct and accidental loss of or damage to the truck deck or trailer(s), subject to a maximum that is equivalent to the lesser of:

1. the actual cash value at the time of the loss occurs, subject to a maximum limit of \$1,000; or
2. the amount shown for this endorsement on the Summary of Coverage page;

provided said loss or damage results from a peril that is listed on the Summary of Coverage page (Section C – Loss or Damage to Your ATV). The deductible amount shown on the Summary of Coverage page (Section C) also applies.

Equipment (Section C)

When used in this endorsement:

“riding gear” means gear that you wear during the course of riding for protection and includes a helmet, gloves, riding apparel and boots.

“safety kit” shall be deemed to consist of the following items: one first aid kit, one fire extinguisher, one flashlight, six warning flares and two warning cones or flags or reflectors.

“vehicle accessories” shall be deemed to consist of the following items: booster cables, towing cable, maximum of four snow chains, one wheel wrench, vehicle/tarp cover or dedicated tool kit.

“miscellaneous personal effects” shall be deemed to be personal items carried in the vehicle.

“equipment” shall be deemed to include riding gear, one safety kit, vehicle accessories and miscellaneous personal effects.

We agree to indemnify you against direct and accidental loss of or damage to the following equipment as specified below, subject to the following maximums:

1. riding gear subject to a maximum of \$250 in total;
2. one safety kit subject to a maximum of \$50 in total;
3. vehicle accessories subject to a maximum of \$50 in total;
4. miscellaneous personal effects subject to a maximum of \$250 in total;

provided said loss or damage results from a peril that is listed on the Summary of Coverage page (Section C – Loss or Damage to Your Snowmobile). The deductible amount shown on the Summary of Coverage page (Section C) also applies.

PART 5 – STATUTORY CONDITIONS

Statutory Conditions 1, 8, and 9 shall apply as policy conditions with respect to Coverage Section B. In these Statutory Conditions, unless the context otherwise requires, the word “Insured” means a person insured by this contract whether named or not, and the word “automobile” means “ATV” as defined in this contract.

Material Change in Risk

1. (1) The Insured named in this contract shall promptly notify the Insurer, or its local agent, in writing, of any change in the risk material to the contract and within his knowledge.
- (2) Without restricting the generality of the foregoing, the words “change in the risk material to the contract” include:
 - (a) any change in the insurable interest of the Insured named in this contract in the automobile by sale, assignment or otherwise, except through change of title by succession, death or proceedings under the *Bankruptcy and Insolvency Act (Canada)* or a successor act; and in respect of insurance against loss or damage to the automobile;
 - (b) any mortgage, lien or encumbrance affecting the automobile after the application for this contract; or
 - (c) any other insurance of the same interest, whether valid or not, covering loss or damage insured by this contract or any portion thereof.

Prohibited Use By Insured

2. (1) The Insured shall not drive or operate the automobile:
 - (a) while under the influence of intoxicating liquor or drugs to such an extent as to be for the time being incapable of the proper control of the automobile;
 - (b) unless he is for the time being either authorized by law or qualified to drive or operate the automobile;
 - (c) while he is under the age of sixteen years or under such other age as is prescribed by the law of the province in which he resides at the time this contract is made as being the minimum age at which a licence or permit to drive an automobile may be issued to him;
 - (d) for any illicit or prohibited trade or transportation; or
 - (e) in any race or speed test.

- (2) The Insured shall not permit, suffer, allow or connive at the use of the automobile:
 - (a) by any person under the influence of intoxicating liquor or drugs to such an extent as to be for the time being incapable of the proper control of the automobile;
 - (b) by any person:
 - (i) unless that person is for the time being either authorized by law or qualified to drive or operate the automobile; or
 - (ii) while that person is under the age of sixteen years or under such other age as is prescribed by the law of the province in which he resides at the time this contract is made as being the minimum age at which a licence or permit to drive an automobile may be issued to him;
 - (c) for any illicit or prohibited trade or transportation; or
 - (d) in any race or speed test.

Requirements Where Loss or Damage to Persons or Property

3. (1) The Insured shall:
 - (a) promptly give the Insurer written notice, with all available particulars, of any accident involving loss or damage to persons or property and of any claim made on account of the accident;
 - (b) verify by statutory declaration, if required by the Insurer, that the claim arose out of the use or operation of the automobile and that the person operating or responsible for the operation of the automobile at the time of the accident is a person insured under this contract; and
 - (c) forward immediately to the Insurer every letter, document, advice or writ received by him from or on behalf of the claimant.
- (2) The Insured shall not:
 - (a) voluntarily assume any liability or settle any claim except at his own cost; or
 - (b) interfere in any negotiations for settlement or in any legal proceeding.
- (3) The Insured shall, whenever requested by the Insurer, aid in securing information and evidence and the attendance of any witnesses and shall co-operate with the Insurer, except in a pecuniary way, in the defence of any action or proceeding or in the prosecution of any appeal.

Requirements Where Loss or Damage to the Automobile

4. (1) Where loss of or damage to the automobile occurs, the Insured shall, if the loss or damage is covered by this contract:
 - (a) promptly give notice thereof in writing to the Insurer with the fullest information obtainable at the time;
 - (b) at the expense of the Insurer, and as far as reasonably possible, protect the automobile from further loss or damage; and
 - (c) deliver to the Insurer within ninety days after the date of the loss or damage a statutory declaration stating, to the best of his knowledge and belief, the place, time, cause and amount of the loss or damage, the interest

of the Insured and of all others therein, the encumbrances thereon, all other insurance, whether valid or not, covering the automobile and that the loss or damage did not occur through any wilful act or neglect, procurement, means of connivance of the Insured.

- (2) Any further loss or damage accruing to the automobile directly or indirectly from a failure to protect it as required under subcondition (1) of this condition is not recoverable under this contract.
- (3) No repairs, other than those that are immediately necessary for the protection of the automobile from further loss or damage, shall be undertaken and no physical evidence of the loss or damage shall be removed:
 - (a) without the written consent of the Insurer; or
 - (b) until the Insurer has had a reasonable time to make the examination for which provision is made in Statutory Condition 5.
- (4) The Insured shall submit to examination under oath, and shall produce for examination at such reasonable place and time as is designated by the Insurer or its representative all documents in his possession or control that relate to the matters in question, and he shall permit extracts and copies thereof to be made.
- (5) The Insurer shall not be liable for more than the actual cash value of the automobile at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated according to that actual cash value with proper deduction for depreciation, however caused, and shall not exceed that amount that it would cost to repair or replace the automobile, or any part thereof, with material of like kind and quality but, if any part of the automobile is obsolete and out of stock, the liability of the Insurer in respect thereof shall be limited to the value of that part at the time of loss or damage, not exceeding the maker's latest list price.
- (6) Except where an appraisal has been made, the Insurer, instead of making payment, may, within a reasonable time, repair, rebuild or replace the property damaged or lost with other of like kind and quality if, within seven days after the receipt of the proof of loss, it gives written notice of its intention to do so.
- (7) There can be no abandonment of the automobile to the Insurer without the Insurer's consent. If the Insurer exercises the option to replace the automobile or pays the actual cash value of the automobile, the salvage, if any, shall vest in the Insurer.
- (8) In the event of disagreement as to the nature and extent of the repairs and replacements required, or as to their adequacy, if affected, or as to the amount payable in respect of any loss or damage, those questions shall be determined by appraisal as provided under *The Saskatchewan Insurance Act* or a successor act before there can be 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.

Inspection of Automobile

5. The Insured shall permit the Insurer at all reasonable times to inspect the automobile and its equipment.

Time and Manner of Payment of Insurance Money

6. (1) The Insurer shall pay the insurance money for which it is liable under this contract within sixty days after the proof of loss has been received by it or, where an appraisal is made under subcondition (8) of Statutory Condition 4, within fifteen days after the award is rendered by the appraisers.
- (2) The Insured shall not bring an action to recover the amount of a claim under this contract unless the requirements of Statutory Conditions 3 and 4 are complied with or until the amount of the loss has been ascertained as therein provided or by a judgment against the Insured after trial of the issue or by agreement between the parties with the written consent of the Insurer.

Who May Give Notice and Proofs of Claim

7. Notice of claim may be given and proofs of claim may be made by the agent of the Insured named in this contract in case of absence or inability of the Insured to give the notice or make the proof, such 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.

Termination

8. (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
 - (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 cheque payable at par.
- (5) The fifteen days mentioned in clause (a) of subcondition (1) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

Notice

9. 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 this 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.

ENDORSEMENT TO THE MODEL BINDING AUTHORITY AGREEMENT FOR CANADIAN COMPLAINTS - NO AUTHORITY

(For use with LMA Binding Authority Agreements)

The provisions of this endorsement are to be read in conjunction with Section 22 (Complaints or Proceedings).

The Coverholder has no authority to handle Complaints against Underwriters or to offer redress to resolve Complaints.

1. Process

Upon receipt of a Complaint against Underwriters from a Complainant below, the Coverholder must comply with the procedures as set out below.

- 1.1. The Coverholder does not have authority to handle Complaints against Underwriters.
- 1.2. If the Coverholder is in any doubt as to whether or not it is a Complaint, the Coverholder shall treat it as a Complaint.
- 1.3. The Coverholder must immediately pass the Complaint, along with all relevant documentation, to Underwriters using the following email address: complaints@aegislondon.co.uk
- 1.4. If Underwriters request any further information the Coverholder must provide this promptly.
- 1.5. The Coverholder will assist Underwriters where Lloyd's are involved.
- 1.6. Upon receipt of a Complaint which does not fall within the definitions at Section 5.1 and 5.2 below, the Coverholder must
- 1.7. The Coverholder is solely granted authority to acknowledge the Complaint. The format of the acknowledgement must be in the format found at www.lloyds.com/complaintshandling/international, and as agreed with underwriters.

2. Additional Responsibilities:

In addition to the above the Coverholder will:

- 2.1. Ensure that all members of staff that may receive Complaints in relation to any operations under this Binding Authority Agreement are trained in complaint identification to a level appropriate to their position and role within the organisation and are aware of the above procedure;

3. Record Keeping

- 3.1. The Coverholder shall maintain a register of all Complaints.
- 3.2. The register should include the following information:
 - a) Name of complainant and policyholder (if different);
 - b) Name of complainant's representative (if applicable);
 - c) Address of complainant;
 - d) Address of complainant's representative (if applicable);
 - e) Date Complaint received;
 - f) Date referred to Underwriters;
 - g) Policy number;
 - h) Claim reference (if applicable);
 - i) Unique market reference (UMR);
- 3.3. The Coverholder must provide a copy of the register to Underwriters, or their representatives, promptly upon request.

4. Additional Guidance

- 4.1. In the event additional guidance is required please contact Underwriters on: complaints@aegislondon.co.uk
- 4.2. Lloyd's also provides further guidance at: www.lloyds.com/complaintshandling. Or, the Coverholder could contact Lloyd's directly on: complaints-enquiries@lloyds.com or +44(0)20 7327 5696.

5. Definitions

5.1. The definition of a 'Complaint' is:

The expression of at least one of the following elements that persists after being considered and examined at the operational level capable of making a decision on the matter:

- A reproach against an organization;
- The identification of a real or potential harm that a consumer has experienced or may experience;
- A request for remedial action.

Complaints are generally expressed in writing through correspondence, e-mail, fax or other form that allows a Complaint to be kept on file. Where a consumer makes a Complaint by phone or in person and the Complaint is handled and examined by the person responsible for the examination of Complaints and designated as such in the organisation's policy, the Complaint must be documented so that it can be kept on file.

The initial expression of dissatisfaction by a consumer, whether in writing or otherwise, will not be considered a Complaint where the issue is settled in the ordinary course of business. However, in the event the consumer remains dissatisfied and such dissatisfaction is referred to the person who is responsible for the examination of complaints and designated as such in the organisation's policy, then it will be considered as a Complaint.

However, organisations must refrain from any undue delay in referring a matter to a higher level solely for the purpose of avoiding reporting requirements.

Where a consumer remains dissatisfied after a reasonable attempt has been made to settle the issue, organisations without a multilevel Complaint examination structure are then considered to have received a Complaint.

5.2. A Complainant is defined as :

All current and prospective customers of insurance products (known under Canadian law as a Consumer), who makes a Complaint.

LMA5299

31 January 2018

CANADIAN AUTOMOBILE INSURANCE SPECIFIC CONDITIONS ENDORSEMENT

(for use in conjunction with LMA3115 Canadian Binding Authority Agreement
and applies to all Canadian Automobile insurance business)

- a. The Coverholder shall set premiums only in accordance with the rates, terms and conditions that the Regulator(s) have approved for use by the Underwriters and as contained in the respective Lloyd's Automobile Rules and Rate Manuals;
- b. With respect to any insurance or proposed insurance, the Coverholder shall ensure that it complies with any underwriting practices that the Underwriters are required to adhere to by the Regulator(s) in respect of:-
 - b.1 Forms of application, policy, endorsement or renewal or continuation certificate;
 - b.2 Grounds for declining to issue an insurance, refusing to renew an insurance, terminating an insurance, or refusing to provide or continue any coverage or endorsement in respect of an insurance;
 - b.3 Notice periods for non-renewal of an insurance or change of its terms;
 - b.4 Payments, or procedures for payment, of any claim or benefit under an insurance;
 - b.5 Procedures for dispute resolution;
- c. The Coverholder shall adhere to any applicable Requirements regarding the transfer of any insurance to any provincial Risk Sharing Plan or Plan de Répartition des Risques.

01/07/13

LMA5032A

Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

LMA3100

LAW AND JURISDICTION

This Insurance shall be governed by the laws of Canada and subject to the exclusive jurisdiction of the courts.

14/09/2005

LMA5022

Form approved by Lloyd's Market Association

SERVICE OF SUIT CLAUSE (CANADA)

(Action against Insurer)

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters, whose address for such service is Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2.

LMA5028A

01/10/2020

FRAUDULENT CLAIM CLAUSE

If the (re)insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this contract shall become void and all claim hereunder shall be forfeited.

LMA5062

04/06/2006

Form approved by Lloyd's Market Association

MADE IN CANADA CLAUSE

For the purpose of the *Insurance Companies Act* (Canada), this Canadian Policy was issued in the course of Lloyd's Underwriters' insurance business in Canada.

The business insured/reinsured herein meets the necessary conditions to qualify as, and is being transacted as, "insuring in Canada a risk" in accordance with Part XIII of the *Insurance Companies Act* (Canada).

LMA5185

01 November 2011

CANCELLATION CLAUSE

NOTWITHSTANDING anything contained in this Insurance to the contrary this Insurance may be cancelled by the Assured at any time by written notice or by surrendering of this Contract of Insurance. This Insurance may also be cancelled by or on behalf of the Underwriters by delivering to the Assured or by mailing to the Assured, by registered, certified or other first class mail, at the Assured's address as shown in this Insurance, written notice stating when, not less than 45 days thereafter, the cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and this Insurance shall terminate at the date and hour specified in such notice.

If this Insurance shall be cancelled by the Assured the Underwriters shall retain the customary short rate proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriters shall receive the Earned Premium hereon or the customary short rate proportion of any Minimum Premium stipulated herein whichever is the greater.

If this Insurance shall be cancelled by or on behalf of the Underwriters the Underwriters shall retain the pro rata proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriters shall receive the Earned Premium hereon or the pro rata proportion of any Minimum Premium stipulated herein whichever is the greater.

Payment or tender of any Unearned Premium by the Underwriters shall not be a condition precedent to the effectiveness of Cancellation but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

20/4/61
NMA1331

LLOYD'S UNDERWRITERS' POLICYHOLDERS' COMPLAINT PROTOCOL

Lloyd's strives to enhance your customer experience with us through superior service and innovative insurance products.

We have developed a formal complaint handling protocol in accordance with the Insurance Companies Act of Canada to ensure your concerns as our valued customer are addressed expeditiously by our representatives. This protocol will assist you in understanding the steps we will undertake to help resolve any dispute which may arise with our product or service. All complaints will be handled in a professional manner. All complaints will be investigated, acted upon, and responded to in writing or by telephone by a Lloyd's representative promptly after the receipt of the complaint. If you are not satisfied with our products or services, you can take the following steps to address the issue:

- Firstly, please contact the broker who arranged the insurance on your behalf about your concerns so that he or she may have the opportunity to help resolve the situation.
- If your broker is unable to help resolve your concerns, we ask that you provide us in writing an outline of your complaint along with the name of your broker and your policy number.

Please forward your complaint to:

Lloyd's Underwriters

Attention: Complaints Officer:

Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2

Tel: 1-877-455-6937

E-mail: info@lloyds.ca

Your complaint will be directed to the appropriate business contact for handling. They will write to you within two business days to acknowledge receipt of your complaint and to let you know when you can expect a full response. If need be, we will also engage internal staff in Lloyd's Policyholder and Market Assistance Department in London, England, who will respond directly to you, and in the last stages, they will issue a final letter of position on your complaint.

In the event that your concerns are still not addressed to your satisfaction, you have the right to continue your pursuit to have your complaint reviewed by the following organizations:

General Insurance OmbudService (GIO): assists in the resolution of conflicts between insurance customers and their insurance companies. The GIO can be reached at:

Toll free number: 1-877-225-0446

www.giocanada.org

For Quebec clients:

Autorité des marchés financiers (AMF): The regulation of insurance companies in Quebec is administered by the AMF. If you remain dissatisfied with the manner in which your complaint has been handled, or with the results of the complaint protocol, you may send your complaint to the AMF who will study your file and who may recommend mediation, if it deems this action appropriate and if both parties agree to it. The AMF can be reached at

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

www.lautorite.qc.ca

If you have a complaint specifically about Lloyd's Underwriters' complaints handling procedures you may contact the FCAC.

Financial Consumer Agency of Canada (FCAC) provides consumers with accurate and objective information about financial products and services, and informs Canadians of their rights and responsibilities when dealing with financial institutions. FCAC also ensures compliance with the federal consumer protection laws that apply to banks and federally incorporated trust, loan and insurance companies. The FCAC does not get involved in individual disputes. The FCAC can be reached at:

427 Laurier Avenue West, 6th Floor, Ottawa ON K1R 1B9

Services in English: 1-866-461-FCAC (3222)

Services in French: 1-866-461-ACFC (2232)

www.fcac-acfc.gc.ca

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PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION

Who we are

We are the Lloyd's underwriter(s) identified in the insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information we collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

What personal information we collect

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

- Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
- Policy information (policy number, policy amounts, policy terms)
- Claim information (claim number, information relating to a potential or existing claim)
- Payment information (credit card details, bank account details, credit score)
- Other information related to your insurance cover or a claim only for legitimate business purposes

We also collect personal information about you when you visit www.lloyds.com. Further details can be found on our online Cookies policy at <http://www.lloyds.com/common/privacy-and-cookies-statement>

We will not use your personal information for marketing purposes and we will not sell your personal information to other parties.

How we use your information

By purchasing insurance from certain Lloyd's Underwriters ("Lloyd's"), a customer provides Lloyd's with his or her explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to the customer's understanding of the nature, purpose and consequences of the collection, use or disclosure of their personal information.

Information is generally collected, used, disclosed and stored in order to provide you with the insurance products that you have requested, including to:

- Identify you and provide you with insurance cover
- Communicate with Lloyd's policyholders
- Calculate, collect or refund premiums
- Underwrite policies and facilitate policy administration
- Evaluate and process claims
- Detect and prevent fraud, carry out anti-money laundering and sanctions checks
- Investigate and prosecute fraud
- Meet our regulatory and other legal obligations
- Enforce terms or exercise rights under the insurance contract
- Analyze insurance risk and business results
- Improve our services and offerings
 - Provide general client care
 - Defend or prosecute legal claims
 - Renew your insurance policy
 - Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

Your information may be shared and disclosed;

In order to fulfil the purposes described in this Privacy notice, we may share your personal information with other third parties that we have engaged to provide services on our behalf, or who otherwise assist us in providing you with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

We will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. We will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using your Personal Information solely to provide Lloyd's with the specific service for which they were engaged, and for no other purpose. You can obtain more information about our policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting us as described below, under the section "How to Contact Us" at the end of this document.

Some of these entities may be located outside Canada, therefore your information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in your province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

We may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of our assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of Lloyd's or our business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

We may also share your Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where we are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

Authority to collect, use and disclose personal information

When you share information with us for particular purposes, such as providing you with insurance, you give us explicit consent to collect, use and disclose your information for those purposes. Canadian law also authorizes us to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

- Detecting or suppressing fraud

- Investigating or preventing financial abuse
- For communication with the next of kin or authorized representative of an injured, ill or deceased individual
- Investigating a breach of an agreement or a contravention of the laws of Canada or a foreign jurisdiction where obtaining consent would compromise the availability or accuracy of the information
- Witness statement necessary to assess, process or settle insurance claims
- Information that is produced in the course of an individual's employment, business or profession

There may be situations where we need your additional consent to collect, use, and disclose information about you. In those situations, we will ask you for consent separately. You do not have to give your consent and, subject to legal and contractual restrictions, you can withdraw your consent to us collecting, using and disclosing your

information at any time. However, withdrawing your consent may affect our ability to provide you with insurance cover or other services.

Retention and security

We retain personal information for as long as necessary to provide you with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When your Personal Information is no longer required, we will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

We use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although we will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of your information.

How to access your personal information

Subject to certain exceptions provided by applicable law, you have the right to access your personal information, request corrections about your personal information if you identify any inaccuracies, and request that we delete your information. If you would like to exercise any of these rights, please contact the Ombudsperson at info@lloyds.ca.

The Ombudsperson can also provide additional information about Lloyd's policies and practices, answer questions about the collection, use, disclosure or storage of personal information by Lloyd's and its service providers located outside Canada, as well as discuss any complaints you may have regarding the collection, use and disclosure of your personal information.

Changes

We may amend this Privacy notice from time to time as our business evolves, in response to legal developments, as new technologies become available, or as we introduce new features, products or services.

When we make changes to wording of this Privacy notice we will revise the "last updated" date at the bottom of this Privacy notice. You should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes we will, as appropriate prominently post these changes to our Site or notify registered Users directly.

How to contact us

Further information about Lloyd's personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from your broker, or by contacting Lloyd's by phone: 514 861 8361, 1 877 455 6937 or email: info@lloyds.ca.

05/19
LSW1543D

LLOYD'S

IDENTIFICATION OF INSURER / ACTION AGAINST INSURER
Lloyd's Approved Coverholder ("the Coverholder"):
[Insert name and complete address of Canadian Coverholder]

Where LLOYD'S UNDERWRITERS are subscribing insurers to the Policy, the following applies to them:

IDENTIFICATION OF INSURER / ACTION AGAINST INSURER

This insurance has been entered into in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to the Agreement shown in the List of Subscribing Companies (hereinafter referred to as "the Underwriters"). The Underwriters shall be liable hereunder each for his own part and not one for another in proportion to the several sums that each of them has subscribed to the said Agreement.

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters, whose address for such service is Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2.

NOTICE

Any notice to the Underwriters may be validly given to the Coverholder.

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LSW1550

Code of Consumer Rights and Responsibilities

Insurers (including Lloyd's Underwriters), along with the brokers and agents who sell home, auto and business insurance are committed to safeguarding your rights both when you shop for insurance and when you submit a claim following a loss. Your rights include the right to be informed fully, to be treated fairly, to timely complaint resolution, and to privacy. These rights are grounded in the contract between you and your insurer and the insurance laws of your province. With rights, however, come responsibilities including, for example, the expectation that you will provide complete and accurate information to your insurer. Your policy outlines other important responsibilities. Insurers and their distribution networks, and governments also have important roles to play in ensuring that your rights are protected.

Right to Be Informed

You can expect to access clear information about your policy, your coverage, and the claims settlement process. You have the right to an easy-to-understand explanation of how insurance works and how it will meet your needs. You also have a right to know how insurers calculate price based on relevant facts. Under normal circumstances, insurers will advise an insurance customer or the customer's intermediary of changes to, or the cancellation of a policy within a reasonable prescribed period prior to the expiration of the policy, if the customer provides information required for determining renewal terms of the policy within the time prescribed, which could vary by province, but is usually 45 days prior to expiry of the policy.

You have the right to ask who is providing compensation to your broker or agent for the sale of your insurance. Your broker or agent will provide information detailing for you how he or she is paid, by whom, and in what ways.

You have a right to be told about insurers' compensation arrangements with their distribution networks. You have a right to ask the broker or agent with whom you deal for details of how and by whom it is being paid. Brokers and agents are committed to providing information relating to ownership, financing, and other relevant facts.

Responsibility to Ask Questions and Share Information

To safeguard your right to purchase appropriate coverage at a competitive price, you should ask questions about your policy so that you understand what it covers and what your obligations are under it. You can access information through one-on-one meetings with your broker or agent. You have the option to shop the marketplace for the combination of coverages and service levels that best suits your insurance needs. To maintain your protection against loss, you must promptly inform your broker or agent of any change in your circumstances.

Right to Complaint Resolution

Insurers, their brokers and agents are committed to high standards of customer service. If you have a complaint about the service you have received, you have a right to access Lloyd's Underwriters' complaint resolution process for Canada. Your agent or broker can provide you with information about how you can ensure that your complaint is heard and promptly handled. Consumers may also contact their respective provincial insurance regulator for information. Lloyd's is a member of an independent complaint resolution office, the General Insurance OmbudService.

Responsibility to Resolve Disputes

You should always enter into the dispute resolution process in good faith, provide required information in a timely manner, and remain open to recommendations made by independent observers as part of that process.

Right to Professional Service

You have the right to deal with insurance professionals who exhibit a high ethical standard, which includes acting with honesty, integrity, fairness and skill. Brokers and agents must exhibit extensive knowledge of the product, its coverages and its limitations in order to best serve you.

Right to Privacy

Because it is important for you to disclose any and all information required by an insurer to provide the insurance coverage that best suits you, you have the right to know that your information will be used for the purpose set out in the privacy statement made available to you by your broker, agent or insurance representative. This information will not be disclosed to anyone except as permitted by law. You should know that Lloyd's Underwriters are subject to Canada's privacy laws - with respect to their business in Canada.

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LSW1565C

WAR AND CIVIL WAR EXCLUSION CLAUSE

(Approved by Lloyd's Underwriters' Non-Marine Association)

Notwithstanding anything to the contrary contained herein this Policy does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

1/1/38
NMA464

RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE

(Approved by Lloyd's Underwriters' Non-Marine Association)

This Policy does not cover

- (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (b) any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from

- (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

4/4/68
NMA1622

NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD)-CANADA

(For use with all Public Liability Policies except Personal, Farmers' and Storekeepers')

It is agreed that this Policy does not apply:

- (a) to liability imposed by or arising from any nuclear liability act, law or statute, or any law amendatory thereof; nor
- (b) to bodily injury or property damage with respect to which an Insured under this policy is also insured under a contract of nuclear energy liability insurance (whether the Insured is unnamed in such contract and whether or not it is legally enforceable by the Insured) issued by the Nuclear Insurance Association of Canada or any other insurer or group or pool of insurers or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; nor
- (c) to bodily injury or property damage resulting directly or indirectly from the nuclear energy hazard arising from:
 - (i) the ownership, maintenance, operation or use of a nuclear facility by or on behalf of an Insured;
 - (ii) the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility; and
 - (iii) the possession, consumption, use, handling, disposal or transportation of fissionable substances, or of other radioactive material (except radioactive isotopes, away from a nuclear facility, which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by an Insured.

As used in this policy:

1. The term "nuclear energy hazard" means the radioactive, toxic, explosive, or other hazardous properties of radioactive material;
2. The term "radioactive material" means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances which may be designated by or pursuant to any law, act or statute, or law amendatory thereof as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy;
3. The term "nuclear facility" means:

- (a) any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
- (b) any equipment or device designed or used for (i) separating the isotopes of plutonium, thorium and uranium or any one or more of them, (ii) processing or utilising spent fuel, or (iii) handling, processing or packaging waste;
- (c) any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste radioactive material;

and includes the site on which any of the foregoing is located, together with all operations conducted thereon and all premises used for such operations.

4. The term "fissionable substance" means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.

5. With respect to property, loss of use of such property shall be deemed to be property damage.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this Clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

**01/4/96
NMA1978A**

SEEPAGE & POLLUTION, LAND, AIR WATER EXCLUSION & DEBRIS REMOVAL ENDORSEMENT

LAND, WATER AND AIR EXCLUSION

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other Endorsement which forms part of this Policy), this Policy does not insure land (including but not limited to land on which the insured property is located), water or air, howsoever and wherever occurring, or any interest or right therein.

SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other Endorsement which forms part of this Policy), this Policy does not insure:

- (a) any loss, damage, cost or expense, or
- (b) any increase in insured loss, damage, cost or expense, or
- (c) any loss, damage, cost, expense, fine or penalty, which is incurred, sustained or imposed by order, direction, instruction or request of, or by any agreement with, any court, government agency or any public, civil or military authority, or threat thereof, (and whether or not as a result of public or private litigation),

which arises from any kind of seepage or any kind of pollution and/or contamination, or threat thereof, whether or not caused by or resulting from a peril insured, or from steps or measures taken in connection with the avoidance, prevention, abatement, mitigation, remediation, clean-up or removal of such seepage or pollution and/or contamination or threat thereof.

The term "any kind of seepage or any kind of pollution and/or contamination" as used in this Endorsement includes (but is not limited to):

- (a) seepage of, or pollution and/or contamination by, anything, including but not limited to, any material designated as a "hazardous substance" by the United States Environmental Protection Agency or as a "hazardous material" by the United States Department

of Transportation, or defined as a "toxic substance" by the Canadian Environmental Protection Act for the purposes of Part II of that Act, or any substance designated or defined as toxic, dangerous, hazardous or deleterious to persons or the environment under any other Federal, State, Provincial, Municipal or other law, ordinance or regulation; and

- (b) the presence, existence, or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

DEBRIS REMOVAL ENDORSEMENT

THIS ENDORSEMENT CONTAINS PROVISIONS WHICH MAY LIMIT OR PREVENT RECOVERY UNDER THIS POLICY FOR LOSS WHERE COSTS OR EXPENSES FOR DEBRIS REMOVAL ARE INCURRED.

Nothing contained in this Endorsement shall override any Seepage and/or Pollution and/or Contamination Exclusion or any Radioactive Contamination Exclusion or any other Exclusion applicable to this Policy.

Any provision within this Policy (or within any other Endorsement which forms part of this Policy) which insures debris removal is cancelled and replaced by the following:

1. In the event of direct physical damage to or destruction of property, for which Underwriters hereon agree to pay, or which but for the application of a deductible or underlying amount they would agree to pay (hereinafter referred to as "Damage or Destruction"), this Policy also insures, within the Sum Insured, subject to the limitations and method of calculation below, and to all the other terms and conditions of the Policy, costs or expenses:
 - (a) which are reasonably and necessarily incurred by the Assured in the removal, from the premises of the Assured at which the Damage or Destruction occurred, of debris which results from the Damage or Destruction; and
 - (b) of which the Assured becomes aware and advises the amount thereof to Underwriters hereon within one year of the commencement of such Damage or Destruction.
2. In calculating the amount, if any, payable under this Policy for loss where costs or expenses for removal of debris are incurred by the Assured (subject to the limitations in paragraph 1 above):
 - (a) the maximum amount of such costs or expenses that can be included in the method of calculation set out in (b) below shall be the greater of US\$25,000 (twenty-five thousand dollars) or 10% (ten percent) of the amount of the Damage or Destruction from which such costs or expenses result; and
 - (b) the amount of such costs or expenses as limited in (a) above shall be added to:
 - (i) the amount of the Damage or Destruction; and
 - (ii) all other amounts of loss, which arise as a result of the same occurrence, and for which Underwriters hereon also agree to pay, or which but for the application of a deductible or underlying amount they would agree to pay; and

the resulting sum shall be the amount to which any deductible or underlying amount to which this Policy is subject and the limit (or applicable sub-limit) of this Policy, shall be applied.

WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

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TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

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08/10/2001

BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION

It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

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SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

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