

# Identity Fraud Financial Reimbursement

## Summary of Benefits/Terms and Conditions

### SUMMARY OF COVERAGE

This Summary of Coverage contains information about Identity Fraud Financial Reimbursement Coverage under Policy #**NRT012020 / #BXCP-CHE-10042**- (herein referred to as the “Policy”) issued by BOXX Insurance Inc and [underwritten by/ effected] with Zurich Insurance Company Ltd (“**Zurich**”) (hereinafter called the “**Insurer(s)**” “we, “us” and “our”) to Gendigital Inc., (herein called the “**Policyholder**”). Please read it carefully and keep it in a safe place. Refer to the Definitions section or to the applicable description of benefits for the meanings of all capitalized terms.

This Summary of Coverage is provided to inform you that as a customer of the **Policyholder** who is enrolled in a Gendigital Inc. identity protection Membership program (herein referred to as the “Membership”), you are entitled to benefits under the Policy as issued to Gendigital Inc., as described in this Summary of Coverage. The above insurance coverage is hereinafter referred to as the “Coverage”.

All benefits are subject to the terms of this Summary of Coverage, which is the sole agreement governing the benefits provided to you as a **Member**.

In no event will a corporation, partnership or business entity be eligible as a **Member** under the Policy or Summary of Coverage.

BOXX Insurance Inc – Canadian Head Office is located at 1 Toronto Street, Suite 805, Toronto, Ontario M5C 2V6.

### SUMMARY OF COVERAGE - TERMS AND CONDITIONS

#### I. LIMITS OF INSURANCE

|                        |                                             |
|------------------------|---------------------------------------------|
| Coverage               | Aggregate Limit of Liability                |
| Expense Reimbursement: | \$25,000 per Membership per 12 Month Period |
| Stolen Funds Loss:     | Not included                                |

## II. DEFINITIONS

**Access Device** means a card (including credit, debit and ATM cards), code, PIN, password, personal check or other similar means of access to the **Member's** account at a financial institution that may be used by the **Member** to gain access to said account for the purpose of withdrawing or transferring funds, making purchases, or making long distance or cellular/digital (wireless) telephone calls.

**Data Breach** means the misuse of the **Member's** information as a result of a data compromise of information from a financial institution, a credit reporting agency, a credit grantor, a securities firm, employer or other institution/company maintaining the **Member's** personal information, that results in monies stolen from the **Member's** accounts or misuse of data to obtain credit or monies using the **Member's** information.

**Date of Discovery** occurs when the **Member** first becomes aware of facts which would cause a reasonable person to assume that a **Loss** covered by this insurance has been or will be incurred, as a result of an **Occurrence**, even though the exact amount or details of **Loss** may not then be known. Discovery also occurs when the **Member** receives notice of an actual or potential claim against the **Member** involving **Loss** covered under this insurance.

**Dollars** and "\$" means Canadian dollars.

**Electronic Instruction:** Any directive, command, or order transmitted electronically through digital means, including but not limited to email, text messages, online forms, or electronic data exchanges, that is intended to initiate or authorize transactions, changes, or actions related to personal or financial information. This encompasses instructions sent via digital communication channels that may be used to access, alter, or transfer sensitive data, and can be executed using devices such as computers, smartphones, or other electronic systems.

**Expenses** mean:

1. Costs incurred by the **Member** for re-filing applications for loans, grants, or other credit that are rejected solely because the lender received from any source incorrect information as a result of the **Identity Fraud**;
2. Costs for notarizing affidavits or other similar documents, long distance telephone calls, travel and postage reasonably incurred as a result of the **Member's** efforts to report an **Identity Fraud** or amend or rectify records as to the **Member's** true name or identity as a result of an **Identity Fraud**;
3. Reasonable costs incurred by the **Member** for up to six (6) credit reports from established credit bureaus (with no more than two (2) reports from any one credit bureau) dated within twelve (12) months after the **Member's** discovery of an **Identity Fraud**, and costs incurred for contesting the accuracy or completeness of any information contained in a credit report following an **Identity Fraud**;
4. Payment for reasonable expenses incurred that were a result of recovery from an **Identity Fraud** such as; credit freeze, credit thaw costs, transcript costs, appeal bond, court filing fees, expert witness or courier fees;
5. Actual lost base wages that would have been earned, for time reasonably and necessarily taken

off work solely as a result of efforts to amend or rectify records as to the **Member's** true name or identity as a result of an **Identity Fraud**. Actual lost wages includes remuneration for vacation days, discretionary days, floating holidays, and paid personal days and excludes sick days, business interruption and future earnings of a self-employed professional. Coverage is limited to base wages within twelve (12) months after discovery of an **Identity Fraud**. Base wages must be supported by and based on the prior year tax return;

6. Child or elderly care costs that would have otherwise not been incurred, resulting from time reasonably and necessarily taken away from providing such care as a result of efforts to amend or rectify records as to the **Member's** identity as a result of an **Identity Fraud**;
7. Reasonable and necessary costs incurred by the **Member** for ordering medical records for the purpose of amending and/or rectifying these documents as a result of an **Identity Fraud**;
8. Reasonable and necessary costs incurred by **Member** for the replacement of identification cards, driver licenses and passports as a result of an **Identity Fraud**;
9. Reasonable and necessary costs, up to a maximum of \$125 per hour, incurred by the **Member** for use of any investigative agency or private investigator engaged to amend or rectify records as to the **Member's** true name or identity as a result of an **Identity Fraud**. We reserve the right to select such investigative agency or private investigator; however, with Our express prior written consent, **Member** may elect such investigative agency or private investigator;
10. Reasonable and necessary costs, up to a maximum of \$125 per hour, incurred by the **Member** associated with the use of any certified public accountant engaged to amend or rectify records as to the **Member's** true name or identity as a result of an **Identity Fraud**. We reserve the right to select such certified public accountant; however, with Our express prior written consent, **Member** may elect such certified public accountant.

**Family Plan** means a Membership program that: extends coverage under the Summary of Coverage, up to the Aggregate Limit of Liability as shown on the Limits of Insurance section of these Terms and Conditions, to the **Primary Member** and their family members, as defined by the **Policyholder**, and for which the Family Plan Membership fee / product fee is paid.

The Aggregate Limit of Liability shown on the Limits of Insurance section of these Terms and Conditions will be the maximum amount we will pay for all covered **Losses** per **Family Plan** regardless of the number of Losses that occur for any one **Member** per twelve (12) month period.

**Stolen Funds Loss** means any direct financial loss from an unauthorized use, by a third party different than a related party, of a **Member's**:

- (i) card,
- (ii) card number, or
- (iii) account number associated with a bank or credit account

resulting from an **Identity Fraud**.

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**Identity Fraud** means the act of knowingly transferring or using, without lawful authority, a means of identification of the **Member** with the intent to commit, or to aid or abet, any unlawful activity that constitutes a violation of territorial, Federal, provincial or local law.

**Loss** means the **Expenses** and **Legal Costs** incurred by the **Member** as the direct result of a covered transaction. For **Stolen Funds Loss**, **Loss** also means any direct financial loss sustained by the **Member** as the direct result of a covered transaction, up to the applicable sublimit shown on the "Limits of Insurance" section of these Terms and Conditions.

**Legal Costs** means costs, up to a maximum of \$300 per hour, for reasonable fees for an attorney selected by the **Member** and related court fees, incurred by the **Member** with Our consent, for:

1. Defense of any legal action brought against the **Member** by a merchant, creditor or collection agency or entity acting on their behalf for non-payment of goods or services or default on a loan as a result of the **Identity Fraud**;
2. Defense of or the removal of any civil judgments wrongly entered against the **Member** as a result of **Identity Fraud**;
3. Challenging the accuracy or completeness of any information in a **Member's** consumer credit report, medical history or tax history, as a result of Identity Fraud; and
4. **Member's** initial consultation with a lawyer to determine the severity of and appropriate response to an **Identity Fraud**.

**Managing Agent:** BOXX Insurance Inc.

**Member** means a person who is a **Primary Member** of the **Policyholder** or **Primary Member's** family **Member** if the **Primary Member** is enrolled in or elects a Family Plan Membership program.

**Occurrence** means an incident of an actual or attempted fraudulent, dishonest or criminal act or series of related acts, whether committed by one or more persons.

**Proof of Loss** means receipts for reasonable out of pocket **Expenses** and **Legal Costs**.

**Primary Member** means a **Member**, customer or employee of the **Policyholder** who is in good standing with the **Policyholder**:

1. for whom premium has been paid for by the **Policyholder**; and;
2. whose name is shown on the enrollment/registration form, account or Membership.

**Stolen Identity Event** means the theft, unauthorized, or illegal use of the **Member's** name, social insurance number, or other method of identifying the **Member**. This includes but not limited to fraudulently using such information to establish credit accounts, secure loans, enter into contracts or commit crimes.

### III. COVERAGE

We will reimburse the **Member** for **Expenses** and **Legal Costs** incurred by the **Member**, up to the per **Member** Aggregate Limit of Liability as shown on the Limits of Insurance section of these Terms and Conditions, as the direct result of the following:

#### A. Online ID Theft

For **Loss** arising out of unauthorized transfer or misappropriation of digital assets or funds perpetrated against the **Member**, with an **Occurrence** during the term of the Membership.

#### B. Theft of Financial Credentials

For **Loss** resulting directly from unauthorized access or theft of digital property related to the **Member's** online banking credentials, digital payment methods, or electronic securities from the **Member**, with an **Occurrence** during the term of the Membership.

#### C. Forgery / Computer Crime

For **Loss**, with an **Occurrence** during the term of the Membership, resulting directly from the fraudulent alteration of an **Electronic Instruction**, checks, drafts promissory notes, or similar written promises, orders or directions to pay money that deceives the **Member**:

1. Made or drawn by the **Member**, or drawn upon the **Member's** account; or
2. made or drawn by a third party purporting to act as the **Member**.

#### D. Data Breach

For **Loss**, with an **Occurrence** during the term of the Membership, resulting directly from the misuse of the **Member's** information as a result of a data compromise of information from a financial institution, a credit reporting agency, a credit grantor, a securities firm, employer or other institution/company maintaining the **Member's** personal information, that results in monies stolen from the **Member's** accounts or misuse of data to obtain property, credit or monies using the **Member's** information.

#### E. Stolen Identity Event

For **Loss** resulting from a **Stolen Identity Event**, including but not limited to a **Stolen Identity Event** occurring on or arising out of the use of the Internet. The **Occurrence** must be during the term of the Membership.

#### F. Stolen Funds Loss

Any **Loss** resulting from a **Stolen Funds Loss**, with an **Occurrence** during the term of the **Membership**, resulting from an **Identity Fraud**.

We will pay up to the limit of insurance shown on the Limits of Insurance section of these Terms and Conditions.

#### IV. EXCLUSIONS

The Policy and Summary of Coverage do not cover:

- a. **Loss** due to any fraudulent, dishonest or criminal act by the **Member** or any person acting in concert with the **Member**, or family **Member**, whether acting alone or in collusion with others;
- b. **Loss** resulting directly or indirectly from any errors or omissions occurring in the following actions:
  - a. the input of data to any computer system; or
  - b. the processing of data by any computer system; or
  - c. the manual or electronic processing of any output produced by any computer system;
- c. **Loss** resulting directly or indirectly from the voluntary surrendering by the **Member** of any **Access Device**, in whole or in part, to any person or entity;
- d. **Loss** resulting from any unintentional clerical error in the transfer from or debit of any account of the **Member** which is initiated by a financial institution, or any employee(s) thereof. However, this exclusion shall not apply to a fraudulent act of an employee(s) of a financial institution where said employee(s) is acting without the permission or instruction of their employer;
- e. **Loss** in connection with any pre-authorized transfer from any account to or for the benefit of a financial institution, or to any other account of the **Member**;
- f. Indirect or consequential **Loss** of any nature;
- g. **Loss** of potential income not realized by the **Member**;
- h. For all coverages other than Stolen Funds Loss, **Loss** other than **Expenses** and **Legal Costs**;
- i. **Loss** resulting from an **Identity Fraud** that was discovered prior to the effective date of the Policy under which this coverage is provided;
- j. **Loss** arising out of business pursuits of the **Member**;
- k. **Loss** of valuable papers, valuable documents, jewelry, silverware and other personal property including the philatelic value of stamps and the numismatic value of coins not in circulation; property damage, bodily injury or personal injury;
- l. **Losses** incurred from financial performance of any investment of financial product;
- m. **Loss** from games of chance;
- n. Recovery of actual financial losses of any kind from acts of fraud or identity theft;
- o. Any **Loss**, claims or damages that are not covered under the terms and provisions of this Summary of Coverage and the Policy under which this coverage is provided;
- p. Legal fees, in excess of \$300 per hour;
- q. Certified public account fees, investigative agency or private investigator fees in excess of \$125 per hour;
- r. Any **Loss** which occurred while the **Member** was not an active and paid **Member** of the **Policyholder**.
- s. Any **Loss** involving unregulated digital currency, including but not limit to crypto currency or NFT
- t. Any **Loss** that is not reported to **Managing Agent** within twelve (12) months after the **Date of Discovery**.

#### V. GENERAL PROVISIONS AND STATUTORY CONDITIONS

Unless otherwise expressly provided herein or in the Policy, the following general provisions apply to the benefits described in this Summary of Coverage.

**1. Limits of Insurance** - Our maximum limit of liability for **Loss** under these Terms and Conditions shall not exceed the applicable limit stated in the Coverage Summary Limits of Insurance Section.

All **Losses** incidental to an actual or attempted fraudulent, dishonest or criminal act or series of related acts, whether committed by one or more persons, shall be deemed to arise out of one **Occurrence**.

Our total aggregate limit of liability shown on the Limits of Insurance section of these Terms and Conditions will be the maximum amount we will pay for all covered **Losses** per **Primary Member** or Family Plan Membership, regardless of the number of **Losses** that occur for any one **Member** per twelve (12) month period.

## 2. Loss Payment

We will pay any **Loss** covered under the Policy or Summary of Coverage under which this coverage is provided, within thirty (30) days after:

- a. We reach agreement with the **Member**; or
- b. The entry of final judgment.

## 3. Notice of Claim must be given to Us by the **Member**:

- a. **Members** must submit claims directly to **Managing Agent** in writing; and
- b. Within ninety (90) days of the **Date of Discovery**

## 4. Settlement of Claims

We will pay all covered claims within ninety (90) days from the date We receive acceptable proof of **Loss** at Our office.

## 5. Complaints Handling

- a. **Policyholder** does not have complaints handling authority.
- b. **Managing Agent** has complaints handling authority.
- c. **Members** may submit complaints directly to **Managing Agent** in writing.

6. **Duties When Loss Occurs** - Upon knowledge or discovery of **Loss** or of an **Occurrence** which may give rise to a claim under the terms of this coverage, the **Policyholder** is responsible for notifying the **Member** of the following requirements:

- a. Give notice as soon as practicable to:
  - i. The appropriate authority and affected institutions, if applicable; and
  - ii. Call 800-349-6660 to make a valid claim within ninety (90) days of the discovery of **Loss**, or as soon as reasonably possible. If the claim is reported after ninety (90) days of the discovery of Loss, **Member's** claim may be denied.
- b. If the **Loss** involves a violation of law, the **Member** shall also notify the police. The **Member** must submit a copy of the police report when filing a claim;
- c. File detailed proof of **Loss**, duly sworn to, with Us within ninety (90) days after the discovery of **Loss**;
- d. Take all reasonable steps to mitigate **Loss** resulting from **Identity Fraud** including, but not limited to, requesting a waiver for any applicable fees, loan application fees or credit bureau fees;
- e. Upon our request, submit to examination by us, and subscribe the same, under oath if required;
- f. Upon our request, cooperate to help us enforce legal rights against anyone who may be liable to the **Member** to include giving evidence and attending depositions, hearing and trials;

- g. Immediately forward to us any notices, summons or legal papers received by the **Member** in connection with the **Loss** or the **Identity Fraud**;
- h. Produce for our examination all pertinent records;
- i. Cooperate with us in all matters pertaining to **Loss** or claims;

all at such reasonable times and places as we shall designate.

The **Member** shall not voluntarily assume or admit any liability, nor, except at said **Member's** own cost, voluntarily make any payment or incur any expense without our prior written consent, such consent not to be unreasonably withheld.

The **Member** shall keep books, receipts, bills and other records in such manner that We can accurately determine the amount of any **Loss**. At any time subsequent to the reporting of the **Loss** to Us, We may examine and audit the **Member's** books and records as they relate to a **Loss** under the Policy or Summary of Coverage.

**7. Cancellation of Policy** – The **Policyholder** or the **Insurer** has the right to cancel the Policy. If this happens, The **Policyholder** will notify the **Member** at least 30 days before the effective date of cancellation, and We will honour all valid claims arising before that date.

**8. Summary of Coverage and Changes:** **Members** are not a party to the contract of insurance and have no right to give or receive notices under the Policy other than in respect of a claim by the said **Member** for benefits under the Policy and this Summary of Coverages.

**9. Subrogation** – Following payment of a **Member's** claim for **Loss**, We shall be subrogated to the extent of the amount of such payment, to all of the rights and remedies of the **Member** against any party in respect of such **Loss**, and shall be entitled, at Our own expense, to sue in the **Member's** name. The **Member** shall give Us all such assistance as is reasonably required to secure Our rights and remedies, including the execution of all documents necessary to enable Us to bring suit in the name of the **Member**.

Recovery against persons or organizations also insured under the Policy and this Summary of Coverages under which this coverage is provided, or any other Policy issued by Us with respect to the same **Loss** is prohibited.

**10. Legal Action** – every action or proceeding against an **Insurer** for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act, or other applicable legislation.

**11. False Claim** – If a **Member** makes a false claim knowing it to be false or fraudulent in any respect, **Member** will not be entitled to the benefit of coverage under the Summary of Coverage, nor to the payment of any claim made under the Policy and this Summary of Coverages.

**12. Other Insurance** - This insurance is primary coverage over any other insurance except for Data Breach Coverage.

Should the **Member** be enrolled in more than one membership program insured by Us, We will reimburse the **Member** under each membership:

- a. subject to the applicable deductibles and limits of liability of each membership;
- b. but in no event shall the total amount reimbursed under all memberships exceed the actual

- amount of **Loss**; and
- c. in no event shall the limit of liability under all memberships exceed the largest limit of liability available to the **Member** under any membership program insured by Us.

With respect to Coverage for Data Breach, the benefits provided under this Summary of Coverage are in excess of any other existing insurance and other benefits, if any, whether primary, excess, contingent or on any other basis, including any right to receive reimbursement or services for **Loss** from a financial institution, a credit reporting agency, a credit grantor, a securities firm, employer or other institution/company maintaining the **Member's** personal information, that results in monies stolen from the **Member's** accounts or misuse of data to obtain property, credit or monies using the **Member's** information.

**13. Action Against Us** – No action may be brought against Us unless there has been full compliance with all of the terms and conditions as outlined in these Terms and Conditions, and suit is filed within twenty-four (24) months from the date of occurrence or such longer period as may be prescribed by applicable law. No one will have the right to join Us as a party to any action against the **Policyholder** or **Member**.

**14. Assignment** – This Summary of Coverage may not be assigned by either **Member** or Us.

**15. The Policy and this Summary of Coverage** – this Summary of Coverage contains the terms of the Policy as they relate to the **Member's** coverage. In the case of any conflict or inconsistency between this Summary of Coverage and the Policy, unless otherwise required by applicable law, it is the Policy that governs.

**16. Headings** – All section headings used in this Summary of Coverage are purely for convenience and shall not affect the interpretation of this Summary of Coverage.

The Identity Fraud Expense Reimbursement benefit is underwritten and administered by BOXX Insurance Inc, under group/blanket policies issued to Gendigital Inc., for the benefit of its **Members**. To obtain a complete copy of the Policy as issued to Gendigital Inc., contact Us at 800-349-6660. BOXX Insurance Inc administers all claims and Gendigital Inc., shall have no responsibility to **Members** with respect to the Identity Fraud Expense Reimbursement benefit.

BOXX Insurance and affiliates may collect, use, and share personal information provided to them by you, and obtained from others with your consent. We may use the information to establish and serve you as a customer, or when required or permitted by law. Your information may be processed and stored in another country and may be subject to the laws of that country under applicable laws. By calling us at 800-349-6660 , you may obtain a copy of our privacy code, ask about how your information will be used or disclosed, or ask about your options to refuse or withdraw consent.

**ALBERTA  
STATUTORY CONDITIONS**

**(1) MISREPRESENTATION**

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

**(2) PROPERTY OF OTHERS**

The insurer is not liable for loss or damage to property owned by a person other than the insured unless

- (a) Otherwise specifically stated in the contract, or
- (b) The interest of the insured in that property is stated in the contract.

**(3) CHANGE OF INTEREST**

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

**(4) MATERIAL CHANGE IN RISK**

(1) The insured must promptly give notice in writing to the insurer or its agent of a change that is

- (a) Material to the risk, and
- (b) Within the control and knowledge of the insured.

(2) If an insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.

(3) If an insurer or its agent is notified of a change under subparagraph (1) of this condition, the insurer may

- (a) Terminate the contract in accordance with Statutory Condition 5, or
- (b) Notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.

(4) If the insured fails to pay an additional premium when required to do so under subparagraph (3)(b) of this condition, the contract is terminated at that time and Statutory Condition 5(2)(a) applies in respect of the unearned portion of the premium.

**(5) TERMINATION OF INSURANCE**

(1) The contract may be terminated

- (a) By the insurer giving to the insured 15 days' notice of termination by recorded mail or 5 days' written notice of termination personally delivered, or
- (b) By the insured at any time on request.

(2) If the contract is terminated by the insurer,

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

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

(4) The 15-day period referred to in subparagraph (1)(a) of this condition starts to run on the day the recorded mail or notification of it is delivered to the insured's postal address.

## **(6) REQUIREMENTS AFTER LOSS**

(1) On the happening of any loss or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9,

- (a) immediately give notice in writing to the insurer,
- (b) deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration,
  - (i) giving a complete inventory of that property and showing in detail quantities and costs of that property and particulars of the amount of loss claimed,
  - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
  - (iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured,
  - (iv) stating the amount of other insurances and the names of other insurers,
  - (v) stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
  - (vi) stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued, and
  - (vii) stating the place where the insured property was at the time of loss,
- (c) if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and if required by the insurer and if practicable,
  - (i) produce books of account and inventory lists,
  - (ii) furnish invoices and other vouchers verified by statutory declaration, and
  - (iii) furnish a copy of the written portion of any other relevant contract.

(2) The evidence given, produced or furnished under subparagraph (1)(c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

## **(7) FRAUD**

Any fraud or willfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6 invalidates the claim of the person who made the declaration.

## **(8) WHO MAY GIVE NOTICE AND PROOF**

Notice of loss under Statutory Condition 6(1)(a) may be given and the proof of loss under Statutory Condition 6(1)(b) may be made

- (a) by the agent of the insured if
  - (i) the insured is absent or unable to give the notice or make the proof, and
  - (ii) the absence or inability is satisfactorily accounted for,
- or
- (b) by a person to whom any part of the insurance money is payable, if the insured refuses to do so, or in the circumstances described in clause (a) of this condition.

## **(9) SALVAGE**

(1) In the event of loss or damage to insured property, the insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.

(2) The insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under subparagraph (1) of this condition.

## **(10) ENTRY, CONTROL, ABANDONMENT**

After loss or damage to insured property, the insurer has

- (a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and
- (b) after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but
  - (i) without the insured's consent, the insurer is not entitled to the control or possession of the insured property, and
  - (ii) without the insurer's consent, there can be no abandonment to it of the insured property.

## **(11) IN CASE OF DISAGREEMENT**

(1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the Insurance Act whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.

(2) There is no right to a dispute resolution process under this condition until

- (a) a specific demand is made for it in writing, and
- (b) the proof of loss has been delivered to the insurer.

**(12) WHEN LOSS PAYABLE**

Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the insurer.

**(13) REPAIR OR REPLACEMENT**

(1) Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.

(2) If the insurer gives notice under subparagraph (1) of this condition, the insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss and must proceed with all due diligence to complete the work within a reasonable time.

**(14) NOTICE**

(1) Written notice to the insurer may be delivered at, or sent by recorded mail to, the chief agency or head office of the insurer in the province.

(2) Written notice to the insured may be personally delivered at, or sent by recorded mail addressed to, the insured's last known address as provided to the insurer by the insured.

**BRITISH COLUMBIA  
STATUTORY CONDITIONS**

**(1) MISREPRESENTATION**

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

**(2) PROPERTY OF OTHERS**

The insurer is not liable for loss or damage to property owned by a person other than the insured unless

- (a) otherwise specifically stated in the contract, or
- (b) the interest of the insured in that property is stated in the contract.

**(3) CHANGE OF INTEREST**

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

**(4) MATERIAL CHANGE IN RISK**

(1) The insured must promptly give notice in writing to the insurer or its agent of a change that is

- (a) material to the risk, and
- (b) within the control and knowledge of the insured.

(2) If an insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.

(3) If an insurer or its agent is notified of a change under subparagraph (1) of this condition, the insurer may

- (a) terminate the contract in accordance with Statutory Condition 5, or
- (b) notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.

(4) If the insured fails to pay an additional premium when required to do so under subparagraph (3) (b) of this condition, the contract is terminated at that time and Statutory Condition 5 (2) (a) applies in respect of the unearned portion of the premium.

**(5) TERMINATION OF INSURANCE**

(1) The contract may be terminated

- (a) by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
- (b) by the insured at any time on request.

(2) If the contract is terminated by the insurer,

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

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

(4) The 15 day period referred to in subparagraph (1) (a) of this condition starts to run on the day the registered letter or notification of it is delivered to the insured's postal address.

## **(6) REQUIREMENTS AFTER LOSS**

(1) On the happening of any loss of or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9,

- (a) immediately give notice in writing to the insurer,
- (b) deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration,
  - (i) giving a complete inventory of that property and showing in detail quantities and cost of that property and particulars of the amount of loss claimed,
  - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
  - (iii) stating that the loss did not occur through any willful act or neglect or the procurement, means or connivance of the insured,
  - (iv) stating the amount of other insurances and the names of other insurers,
  - (v) stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
  - (vi) stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued, and
  - (vii) stating the place where the insured property was at the time of loss,
- (c) if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and
- (d) if required by the insurer and if practicable,
  - (i) produce books of account and inventory lists,
  - (ii) furnish invoices and other vouchers verified by statutory declaration, and
  - (iii) furnish a copy of the written portion of any other relevant contract.

(2) The evidence given, produced or furnished under subparagraph (1) (c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

## **(7) FRAUD**

Any fraud or willfully false statement in a statutory declaration in relation to the particulars required under

Statutory Condition 6 invalidates the claim of the person who made the declaration.

#### **(8) WHO MAY GIVE NOTICE AND PROOF**

Notice of loss under Statutory Condition 6 (1) (a) may be given and the proof of loss under Statutory Condition 6 (1) (b) may be made

- (a) by the agent of the insured, if
  - (i) the insured is absent or unable to give the notice or make the proof, and
  - (ii) the absence or inability is satisfactorily accounted for, or
  - (iii) by a person to whom any part of the insurance money is payable, if the insured refuses to do so or in the circumstances described in clause (a) of this condition.

#### **(9) SALVAGE**

(1) In the event of loss or damage to insured property, the insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.

(2) The insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under subparagraph (1) of this condition.

#### **(10) ENTRY, CONTROL, ABANDONMENT**

After loss or damage to insured property, the insurer has

- (a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and
- (b) after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but
  - (i) without the insured's consent, the insurer is not entitled to the control or possession of the insured property, and
  - (ii) without the insurer's consent, there can be no abandonment to it of the insured property.

#### **(11) IN CASE OF DISAGREEMENT**

(1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the Insurance Act, whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.

(2) There is no right to a dispute resolution process under this condition until

- (a) a specific demand is made for it in writing, and
- (b) the proof of loss has been delivered to the insurer.

#### **(12) WHEN LOSS PAYABLE**

Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the insurer.

**(13) REPAIR OR REPLACEMENT**

(1) Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.

(2) If the insurer gives notice under subparagraph (1) of this condition, the insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss, and must proceed with all due diligence to complete the work within a reasonable time.

**(14) NOTICE**

(1) Written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the province.

(2) Written notice to the insured may be personally delivered at, or sent by registered mail addressed to, the insured's last known address as provided to the insurer by the insured.

**MANITOBA  
STATUTORY CONDITIONS**

**(1) MISREPRESENTATION**

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

**(2) PROPERTY OF OTHERS**

The insurer is not liable for loss or damage to property owned by a person other than the insured unless

- (a) otherwise specifically stated in the contract, or
- (b) the interest of the insured in that property is stated in the contract.

**(3) CHANGE OF INTEREST**

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

**(4) MATERIAL CHANGE IN RISK**

(1) The insured must promptly give notice in writing to the insurer or its agent of a change that is

- (a) material to the risk, and
- (b) within the control and knowledge of the insured.

(2) If an insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.

(3) If an insurer or its agent is notified of a change under subparagraph (1) of this condition, the insurer may

- (a) terminate the contract in accordance with Statutory Condition 5, or
- (b) notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.

(4) If the insured fails to pay an additional premium when required to do so under subparagraph (3)(b) of this condition, the contract is terminated at that time, and Statutory Condition 5(2)(a) applies in respect of the unearned portion of the premium.

**(5) TERMINATION OF INSURANCE**

(1) The contract may be terminated

- (a) by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
- (b) by the insured at any time on request.

(2) If the contract is terminated by the insurer,

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

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

(4) The 15-day period referred to in subparagraph (1)(a) of this condition starts to run on the day the registered letter or notification of it is delivered to the insured's postal address.

## **(6) REQUIREMENTS AFTER LOSS**

(1) On the happening of any loss or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9,

- (a) immediately give notice in writing to the insurer,
- (b) deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration,
  - (i) giving a complete inventory of that property and showing in detail quantities and cost of that property and particulars of the amount of loss claimed,
  - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
  - (iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured,
  - (iv) stating the amount of other insurances and the names of other insurers,
  - (v) stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
  - (vi) stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued, and
  - (vii) stating the place where the insured property was at the time of loss,
- (c) if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and
- (d) if required by the insurer and if practicable,
  - (i) produce books of account and inventory lists,
  - (ii) furnish invoices and other vouchers verified by statutory declaration, and
  - (iii) furnish a copy of the written portion of any other relevant contract.

(2) The evidence given, produced or furnished under subparagraph (1)(c) and (d) of this condition must not be considered proof of loss within the meaning of Statutory Conditions 12 and 13.

## **(7) FRAUD**

Any fraud or willfully false statement in a statutory declaration in relation to the particulars required under

Statutory Condition 6 invalidates the claim of the person who made the declaration.

#### **(8) WHO MAY GIVE NOTICE AND PROOF**

Notice of loss under Statutory Condition 6(1)(a) may be given and the proof of loss under of Statutory Condition 6(1)(b) may be made

- (a) by the agent of the insured, if
  - (i) the insured is absent or unable to give the notice or make the proof, and
  - (ii) the absence or inability is satisfactorily accounted for, or
- (b) by a person to whom any part of the insurance money is payable, if the insured refuses to do so or in the circumstances described in clause (a) of this condition.

#### **(9) SALVAGE**

(1) In the event of loss or damage to insured property, the insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.

(2) The insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under subparagraph (1) of this condition.

#### **(10) ENTRY, CONTROL, ABANDONMENT**

After loss or damage to insured property, the insurer has

- (a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and
- (b) after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but
  - (i) without the insured's consent, the insurer is not entitled to the control or possession of the insured property, and
  - (ii) without the insurer's consent, there can be no abandonment to it of the insured property.

#### **(11) IN CASE OF DISAGREEMENT**

(1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the *Insurance Act*, whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.

(2) There is no right to a dispute resolution process under this condition until

- (a) a specific demand is made for it in writing, and
- (b) the proof of loss has been delivered to the insurer.

#### **(12) WHEN LOSS PAYABLE**

Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the insurer.

**(13) REPAIR OR REPLACEMENT**

(1) Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.

(2) If the insurer gives notice under subparagraph (1) of this condition, the insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss and must proceed with all due diligence to complete the work within a reasonable time.

**(14) NOTICE**

(1) Written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the province.

(2) Written notice to the insured may be personally delivered at, or sent by registered mail addressed to, the insured's last known address as provided to the insurer by the insured.

## **SASKATCHEWAN STATUTORY CONDITIONS**

### **(1) MISREPRESENTATION**

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

### **(2) PROPERTY OF OTHERS**

The insurer is not liable for loss of or damage to property owned by a person other than the insured unless:

- (a) otherwise specifically stated in the contract, or
- (b) the interest of the insured in that property is stated in the contract.

### **(3) CHANGE OF INTEREST**

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

### **(4) MATERIAL CHANGE IN RISK**

(1) The insured must promptly give notice in writing to the insurer or its agent of a change that is:

- (a) material to the risk, and
- (b) within the control and knowledge of the insured.

(2) If an insurer or its agent is not promptly notified of a change under subsection (1) of this condition, the contract is void as to the part affected by the change.

(3) If an insurer or its agent is notified of a change under subsection (1) of this condition, the insurer may:

- (a) terminate the contract in accordance with Statutory Condition 5, or
- (b) notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.

(4) If the insured fails to pay an additional premium when required to do so under clause (3)(b) of this condition, the contract is terminated at that time and Statutory Condition 5(2)(a) applies in respect of the unearned portion of the premium.

### **(5) TERMINATION OF INSURANCE**

(1) The contract may be terminated:

- (a) by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
- (b) by the insured at any time on request.

(2) If the contract is terminated by the insurer,

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

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

(4) The 15-day period referred to in clause (1)(a) of this condition starts to run on the day following the day on which the registered letter or notification of it is delivered to the insured's postal address.

## **(6) REQUIREMENTS AFTER LOSS**

(1) On the happening of any loss or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9:

- (a) immediately give notice in writing to the insurer,
- (b) deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration:
  - (i) giving a complete inventory of that property and showing in detail quantities and cost of that property and particulars of the amount of loss claimed;
  - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
  - (iii) stating that the loss did not occur through any willful act or neglect or the procurement, means or connivance of the insured,
  - (iv) stating the amount of other insurances and the names of other insurers,
  - (v) stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
  - (vi) stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued, and
  - (vii) stating the place where the insured property was at the time of loss,
- (c) if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and
- (d) if required by the insurer and if practicable,
  - (i) produce books of account and inventory lists,
  - (ii) furnish invoices and other vouchers verified by statutory declaration, and
  - (iii) furnish a copy of the written portion of any other relevant contract.

(2) The evidence given, produced or furnished under subparagraph (1)(c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

## **(7) FRAUD**

Any fraud or willfully false statement in a statutory declaration in relation to the particulars required under

Statutory Condition 6 invalidates the claim of the person who made the declaration.

#### **(8) WHO MAY GIVE NOTICE AND PROOF**

Notice of loss under Statutory Condition 6(1)(a) may be given and the proof of loss under of Statutory Condition 6(1)(b) may be made

- (a) by the agent of the insured, if
  - (i) the insured is absent or unable to give the notice or make the proof, and
  - (ii) the absence or inability is satisfactorily accounted for, or
- (b) by a person to whom any part of the insurance money is payable, if the insured refuses to do so or in the circumstances described in clause (a) of this condition.

#### **(9) SALVAGE**

(1) In the event of loss of or damage to insured property, the insured must take all reasonable steps to prevent further loss of or damage to that property and to prevent loss of or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.

(2) The insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under subsection (1) of this condition.

#### **(10) ENTRY, CONTROL, ABANDONMENT**

After loss or damage to insured property, the insurer has

- (a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and
- (b) after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage but:
  - (i) without the insured's consent, the insurer is not entitled to the control or possession of the insured property; and
  - (ii) without the insurer's consent, there can be no abandonment to it of the insured property.

#### **(11) IN CASE OF DISAGREEMENT**

(1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the *Insurance Act*, whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.

(2) There is no right to a dispute resolution process under this condition until:

- (a) a specific demand is made for it in writing; and
- (b) the proof of loss has been delivered to the insurer.

#### **(12) WHEN LOSS PAYABLE**

Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the insurer.

**(13) REPAIR OR REPLACEMENT**

(1) Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.

(2) If the insurer gives notice under subsection (1) of this condition, the insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss and must proceed with all due diligence to complete the work within a reasonable time.

**(14) NOTICE**

(1) Written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the province.

(2) Written notice to the insured may be personally delivered at, or sent by registered mail addressed to, the insured's last known address as provided to the insurer by the insured.

# Identity Fraud Financial Reimbursement Summary of Benefits/Terms and Conditions

## SUMMARY OF COVERAGE

This Summary of Coverage contains information about Identity Fraud Financial Reimbursement Coverage under Policy #**NRT012020 / #BXCP-CHE-10042**- (herein referred to as the “Policy”) issued by BOXX Insurance Inc and [underwritten by/ effected] with Zurich Insurance Company Ltd (“**Zurich**”) (hereinafter called the “**Insurer(s)**” “we, “us” and “our”) to Gendigital Inc., (herein called the “**Policyholder**”). Please read it carefully and keep it in a safe place. Refer to the Definitions section or to the applicable description of benefits for the meanings of all capitalized terms.

This Summary of Coverage is provided to inform you that as a customer of the **Policyholder** who is enrolled in a Gendigital Inc. identity protection Membership program (herein referred to as the “Membership”), you are entitled to benefits under the Policy as issued to Gendigital Inc., as described in this Summary of Coverage. The above insurance coverage is hereinafter referred to as the “Coverage”.

All benefits are subject to the terms of this Summary of Coverage, which is the sole agreement governing the benefits provided to you as a **Member**.

In no event will a corporation, partnership or business entity be eligible as a **Member** under the Policy or Summary of Coverage.

BOXX Insurance Inc – Canadian Head Office is located at 1 Toronto Street, Suite 805, Toronto, Ontario M5C 2V6.

## SUMMARY OF COVERAGE - TERMS AND CONDITIONS

### I. LIMITS OF INSURANCE

|                        |                                                              |
|------------------------|--------------------------------------------------------------|
| Coverage               | Aggregate Limit of Liability                                 |
| Expense Reimbursement: | \$100,000 per Membership per 12 Month Period                 |
| Stolen Funds Loss:     | \$25,000 per Membership per 12 Month Period (where included) |

## II. DEFINITIONS

**Access Device** means a card (including credit, debit and ATM cards), code, PIN, password, personal check or other similar means of access to the **Member's** account at a financial institution that may be used by the **Member** to gain access to said account for the purpose of withdrawing or transferring funds, making purchases, or making long distance or cellular/digital (wireless) telephone calls.

**Data Breach** means the misuse of the **Member's** information as a result of a data compromise of information from a financial institution, a credit reporting agency, a credit grantor, a securities firm, employer or other institution/company maintaining the **Member's** personal information, that results in monies stolen from the **Member's** accounts or misuse of data to obtain credit or monies using the **Member's** information.

**Date of Discovery** occurs when the **Member** first becomes aware of facts which would cause a reasonable person to assume that a **Loss** covered by this insurance has been or will be incurred, as a result of an **Occurrence**, even though the exact amount or details of **Loss** may not then be known. Discovery also occurs when the **Member** receives notice of an actual or potential claim against the **Member** involving **Loss** covered under this insurance.

**Dollars** and "\$" means Canadian dollars.

**Electronic Instruction:** Any directive, command, or order transmitted electronically through digital means, including but not limited to email, text messages, online forms, or electronic data exchanges, that is intended to initiate or authorize transactions, changes, or actions related to personal or financial information. This encompasses instructions sent via digital communication channels that may be used to access, alter, or transfer sensitive data, and can be executed using devices such as computers, smartphones, or other electronic systems.

**Expenses** mean:

1. Costs incurred by the **Member** for re-filing applications for loans, grants, or other credit that are rejected solely because the lender received from any source incorrect information as a result of the **Identity Fraud**;
2. Costs for notarizing affidavits or other similar documents, long distance telephone calls, travel and postage reasonably incurred as a result of the **Member's** efforts to report an **Identity Fraud** or amend or rectify records as to the **Member's** true name or identity as a result of an **Identity Fraud**;
3. Reasonable costs incurred by the **Member** for up to six (6) credit reports from established credit bureaus (with no more than two (2) reports from any one credit bureau) dated within twelve (12) months after the **Member's** discovery of an **Identity Fraud**, and costs incurred for contesting the accuracy or completeness of any information contained in a credit report following an **Identity Fraud**;
4. Payment for reasonable expenses incurred that were a result of recovery from an **Identity Fraud** such as; credit freeze, credit thaw costs, transcript costs, appeal bond, court filing fees, expert witness or courier fees;
5. Actual lost base wages that would have been earned, for time reasonably and necessarily taken

off work solely as a result of efforts to amend or rectify records as to the **Member's** true name or identity as a result of an **Identity Fraud**. Actual lost wages includes remuneration for vacation days, discretionary days, floating holidays, and paid personal days and excludes sick days, business interruption and future earnings of a self-employed professional. Coverage is limited to base wages within twelve (12) months after discovery of an **Identity Fraud**. Base wages must be supported by and based on the prior year tax return;

6. Child or elderly care costs that would have otherwise not been incurred, resulting from time reasonably and necessarily taken away from providing such care as a result of efforts to amend or rectify records as to the **Member's** identity as a result of an **Identity Fraud**;
7. Reasonable and necessary costs incurred by the **Member** for ordering medical records for the purpose of amending and/or rectifying these documents as a result of an **Identity Fraud**;
8. Reasonable and necessary costs incurred by **Member** for the replacement of identification cards, driver licenses and passports as a result of an **Identity Fraud**;
9. Reasonable and necessary costs, up to a maximum of \$125 per hour, incurred by the **Member** for use of any investigative agency or private investigator engaged to amend or rectify records as to the **Member's** true name or identity as a result of an **Identity Fraud**. We reserve the right to select such investigative agency or private investigator; however, with Our express prior written consent, **Member** may elect such investigative agency or private investigator;
10. Reasonable and necessary costs, up to a maximum of \$125 per hour, incurred by the **Member** associated with the use of any certified public accountant engaged to amend or rectify records as to the **Member's** true name or identity as a result of an **Identity Fraud**. We reserve the right to select such certified public accountant; however, with Our express prior written consent, **Member** may elect such certified public accountant.

**Family Plan** means a Membership program that: extends coverage under the Summary of Coverage, up to the Aggregate Limit of Liability as shown on the Limits of Insurance section of these Terms and Conditions, to the **Primary Member** and their family members, as defined by the **Policyholder**, and for which the Family Plan Membership fee / product fee is paid.

The Aggregate Limit of Liability shown on the Limits of Insurance section of these Terms and Conditions will be the maximum amount we will pay for all covered **Losses** per **Family Plan** regardless of the number of Losses that occur for any one **Member** per twelve (12) month period.

**Stolen Funds Loss** means any direct financial loss from an unauthorized use, by a third party different than a related party, of a **Member's**:

- (i) card,
- (ii) card number, or
- (iii) account number associated with a bank or credit account

resulting from an **Identity Fraud**.

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**Identity Fraud** means the act of knowingly transferring or using, without lawful authority, a means of identification of the **Member** with the intent to commit, or to aid or abet, any unlawful activity that constitutes a violation of territorial, Federal, provincial or local law.

**Loss** means the **Expenses** and **Legal Costs** incurred by the **Member** as the direct result of a covered transaction. For **Stolen Funds Loss**, **Loss** also means any direct financial loss sustained by the **Member** as the direct result of a covered transaction, up to the applicable sublimit shown on the "Limits of Insurance" section of these Terms and Conditions.

**Legal Costs** means costs, up to a maximum of \$300 per hour, for reasonable fees for an attorney selected by the **Member** and related court fees, incurred by the **Member** with Our consent, for:

1. Defense of any legal action brought against the **Member** by a merchant, creditor or collection agency or entity acting on their behalf for non-payment of goods or services or default on a loan as a result of the **Identity Fraud**;
2. Defense of or the removal of any civil judgments wrongly entered against the **Member** as a result of **Identity Fraud**;
3. Challenging the accuracy or completeness of any information in a **Member's** consumer credit report, medical history or tax history, as a result of Identity Fraud; and
4. **Member's** initial consultation with a lawyer to determine the severity of and appropriate response to an **Identity Fraud**.

**Managing Agent:** BOXX Insurance Inc.

**Member** means a person who is a **Primary Member** of the **Policyholder** or **Primary Member's** family **Member** if the **Primary Member** is enrolled in or elects a Family Plan Membership program.

**Occurrence** means an incident of an actual or attempted fraudulent, dishonest or criminal act or series of related acts, whether committed by one or more persons.

**Proof of Loss** means receipts for reasonable out of pocket **Expenses** and **Legal Costs**.

**Primary Member** means a **Member**, customer or employee of the **Policyholder** who is in good standing with the **Policyholder**:

1. for whom premium has been paid for by the **Policyholder**; and;
2. whose name is shown on the enrollment/registration form, account or Membership.

**Stolen Identity Event** means the theft, unauthorized, or illegal use of the **Member's** name, social insurance number, or other method of identifying the **Member**. This includes but not limited to fraudulently using such information to establish credit accounts, secure loans, enter into contracts or commit crimes.

### III. COVERAGE

We will reimburse the **Member** for **Expenses** and **Legal Costs** incurred by the **Member**, up to the per **Member** Aggregate Limit of Liability as shown on the Limits of Insurance section of these Terms and Conditions, as the direct result of the following:

#### A. Online ID Theft

For **Loss** arising out of unauthorized transfer or misappropriation of digital assets or funds perpetrated against the **Member**, with an **Occurrence** during the term of the Membership.

#### B. Theft of Financial Credentials

For **Loss** resulting directly from unauthorized access or theft of digital property related to the **Member's** online banking credentials, digital payment methods, or electronic securities from the **Member**, with an **Occurrence** during the term of the Membership.

#### C. Forgery / Computer Crime

For **Loss**, with an **Occurrence** during the term of the Membership, resulting directly from the fraudulent alteration of an **Electronic Instruction**, checks, drafts promissory notes, or similar written promises, orders or directions to pay money that deceives the **Member**:

1. Made or drawn by the **Member**, or drawn upon the **Member's** account; or
2. made or drawn by a third party purporting to act as the **Member**.

#### D. Data Breach

For **Loss**, with an **Occurrence** during the term of the Membership, resulting directly from the misuse of the **Member's** information as a result of a data compromise of information from a financial institution, a credit reporting agency, a credit grantor, a securities firm, employer or other institution/company maintaining the **Member's** personal information, that results in monies stolen from the **Member's** accounts or misuse of data to obtain property, credit or monies using the **Member's** information.

#### E. Stolen Identity Event

For **Loss** resulting from a **Stolen Identity Event**, including but not limited to a **Stolen Identity Event** occurring on or arising out of the use of the Internet. The **Occurrence** must be during the term of the Membership.

#### F. Fund Transfer

Any **Loss** resulting from a **Stolen Funds Loss**, with an **Occurrence** during the term of the **Membership**, resulting from an **Identity Fraud**.

We will pay up to the limit of insurance shown on the Limits of Insurance section of these Terms and Conditions.

#### IV. EXCLUSIONS

The Policy and Summary of Coverage do not cover:

- a. **Loss** due to any fraudulent, dishonest or criminal act by the **Member** or any person acting in concert with the **Member**, or family **Member**, whether acting alone or in collusion with others;
- b. **Loss** resulting directly or indirectly from any errors or omissions occurring in the following actions:
  - a. the input of data to any computer system; or
  - b. the processing of data by any computer system; or
  - c. the manual or electronic processing of any output produced by any computer system;
- c. **Loss** resulting directly or indirectly from the voluntary surrendering by the **Member** of any **Access Device**, in whole or in part, to any person or entity;
- d. **Loss** resulting from any unintentional clerical error in the transfer from or debit of any account of the **Member** which is initiated by a financial institution, or any employee(s) thereof. However, this exclusion shall not apply to a fraudulent act of an employee(s) of a financial institution where said employee(s) is acting without the permission or instruction of their employer;
- e. **Loss** in connection with any pre-authorized transfer from any account to or for the benefit of a financial institution, or to any other account of the **Member**;
- f. Indirect or consequential **Loss** of any nature;
- g. **Loss** of potential income not realized by the **Member**;
- h. For all coverages other than Stolen Funds Loss, **Loss** other than **Expenses** and **Legal Costs**;
- i. **Loss** resulting from an **Identity Fraud** that was discovered prior to the effective date of the Policy under which this coverage is provided;
- j. **Loss** arising out of business pursuits of the **Member**;
- k. **Loss** of valuable papers, valuable documents, jewelry, silverware and other personal property including the philatelic value of stamps and the numismatic value of coins not in circulation; property damage, bodily injury or personal injury;
- l. **Losses** incurred from financial performance of any investment of financial product;
- m. **Loss** from games of chance;
- n. Recovery of actual financial losses of any kind from acts of fraud or identity theft;
- o. Any **Loss**, claims or damages that are not covered under the terms and provisions of this Summary of Coverage and the Policy under which this coverage is provided;
- p. Legal fees, in excess of \$300 per hour;
- q. Certified public account fees, investigative agency or private investigator fees in excess of \$125 per hour;
- r. Any **Loss** which occurred while the **Member** was not an active and paid **Member** of the **Policyholder**.
- s. Any **Loss** involving unregulated digital currency, including but not limit to crypto currency or NFT
- t. Any **Loss** that is not reported to **Managing Agent** within twelve (12) months after the **Date of Discovery**.

#### V. GENERAL PROVISIONS AND STATUTORY CONDITIONS

Unless otherwise expressly provided herein or in the Policy, the following general provisions apply to the benefits described in this Summary of Coverage.

**1. Limits of Insurance** - Our maximum limit of liability for **Loss** under these Terms and Conditions shall not exceed the applicable limit stated in the Coverage Summary Limits of Insurance Section.

All **Losses** incidental to an actual or attempted fraudulent, dishonest or criminal act or series of related acts, whether committed by one or more persons, shall be deemed to arise out of one **Occurrence**.

Our total aggregate limit of liability shown on the Limits of Insurance section of these Terms and Conditions will be the maximum amount we will pay for all covered **Losses** per **Primary Member** or Family Plan Membership, regardless of the number of **Losses** that occur for any one **Member** per twelve (12) month period.

## 2. Loss Payment

We will pay any **Loss** covered under the Policy or Summary of Coverage under which this coverage is provided, within thirty (30) days after:

- a. We reach agreement with the **Member**; or
- b. The entry of final judgment.

## 3. Notice of Claim must be given to Us by the **Member**:

- a. **Members** must submit claims directly to **Managing Agent** in writing; and
- b. Within ninety (90) days of the **Date of Discovery**

## 4. Settlement of Claims

We will pay all covered claims within ninety (90) days from the date We receive acceptable proof of **Loss** at Our office.

## 5. Complaints Handling

- a. **Policyholder** does not have complaints handling authority.
- b. **Managing Agent** has complaints handling authority.
- c. **Members** may submit complaints directly to **Managing Agent** in writing.

6. **Duties When Loss Occurs** - Upon knowledge or discovery of **Loss** or of an **Occurrence** which may give rise to a claim under the terms of this coverage, the **Policyholder** is responsible for notifying the **Member** of the following requirements:

- a. Give notice as soon as practicable to:
  - i. The appropriate authority and affected institutions, if applicable; and
  - ii. Call 800-349-6660 to make a valid claim within ninety (90) days of the discovery of **Loss**, or as soon as reasonably possible. If the claim is reported after ninety (90) days of the discovery of Loss, **Member's** claim may be denied.
- b. If the **Loss** involves a violation of law, the **Member** shall also notify the police. The **Member** must submit a copy of the police report when filing a claim;
- c. File detailed proof of **Loss**, duly sworn to, with Us within ninety (90) days after the discovery of **Loss**;
- d. Take all reasonable steps to mitigate **Loss** resulting from **Identity Fraud** including, but not limited to, requesting a waiver for any applicable fees, loan application fees or credit bureau fees;
- e. Upon our request, submit to examination by us, and subscribe the same, under oath if required;
- f. Upon our request, cooperate to help us enforce legal rights against anyone who may be liable to the **Member** to include giving evidence and attending depositions, hearing and trials;

- g. Immediately forward to us any notices, summons or legal papers received by the **Member** in connection with the **Loss** or the **Identity Fraud**;
- h. Produce for our examination all pertinent records;
- i. Cooperate with us in all matters pertaining to **Loss** or claims;

all at such reasonable times and places as we shall designate.

The **Member** shall not voluntarily assume or admit any liability, nor, except at said **Member's** own cost, voluntarily make any payment or incur any expense without our prior written consent, such consent not to be unreasonably withheld.

The **Member** shall keep books, receipts, bills and other records in such manner that We can accurately determine the amount of any **Loss**. At any time subsequent to the reporting of the **Loss** to Us, We may examine and audit the **Member's** books and records as they relate to a **Loss** under the Policy or Summary of Coverage.

**7. Cancellation of Policy** – The **Policyholder** or the **Insurer** has the right to cancel the Policy. If this happens, The **Policyholder** will notify the **Member** at least 30 days before the effective date of cancellation, and We will honour all valid claims arising before that date.

**8. Summary of Coverage and Changes:** **Members** are not a party to the contract of insurance and have no right to give or receive notices under the Policy other than in respect of a claim by the said **Member** for benefits under the Policy and this Summary of Coverages.

**9. Subrogation** – Following payment of a **Member's** claim for **Loss**, We shall be subrogated to the extent of the amount of such payment, to all of the rights and remedies of the **Member** against any party in respect of such **Loss**, and shall be entitled, at Our own expense, to sue in the **Member's** name. The **Member** shall give Us all such assistance as is reasonably required to secure Our rights and remedies, including the execution of all documents necessary to enable Us to bring suit in the name of the **Member**.

Recovery against persons or organizations also insured under the Policy and this Summary of Coverages under which this coverage is provided, or any other Policy issued by Us with respect to the same **Loss** is prohibited.

**10. Legal Action** – every action or proceeding against an **Insurer** for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act, or other applicable legislation.

**11. False Claim** – If a **Member** makes a false claim knowing it to be false or fraudulent in any respect, **Member** will not be entitled to the benefit of coverage under the Summary of Coverage, nor to the payment of any claim made under the Policy and this Summary of Coverages.

**12. Other Insurance** - This insurance is primary coverage over any other insurance except for Data Breach Coverage.

Should the **Member** be enrolled in more than one membership program insured by Us, We will reimburse the **Member** under each membership:

- a. subject to the applicable deductibles and limits of liability of each membership;
- b. but in no event shall the total amount reimbursed under all memberships exceed the actual

- amount of **Loss**; and
- c. in no event shall the limit of liability under all memberships exceed the largest limit of liability available to the **Member** under any membership program insured by Us.

With respect to Coverage for Data Breach, the benefits provided under this Summary of Coverage are in excess of any other existing insurance and other benefits, if any, whether primary, excess, contingent or on any other basis, including any right to receive reimbursement or services for **Loss** from a financial institution, a credit reporting agency, a credit grantor, a securities firm, employer or other institution/company maintaining the **Member's** personal information, that results in monies stolen from the **Member's** accounts or misuse of data to obtain property, credit or monies using the **Member's** information.

**13. Action Against Us** – No action may be brought against Us unless there has been full compliance with all of the terms and conditions as outlined in these Terms and Conditions, and suit is filed within twenty-four (24) months from the date of occurrence or such longer period as may be prescribed by applicable law. No one will have the right to join Us as a party to any action against the **Policyholder** or **Member**.

**14. Assignment** – This Summary of Coverage may not be assigned by either **Member** or Us.

**15. The Policy and this Summary of Coverage** – this Summary of Coverage contains the terms of the Policy as they relate to the **Member's** coverage. In the case of any conflict or inconsistency between this Summary of Coverage and the Policy, unless otherwise required by applicable law, it is the Policy that governs.

**16. Headings** – All section headings used in this Summary of Coverage are purely for convenience and shall not affect the interpretation of this Summary of Coverage.

The Identity Fraud Expense Reimbursement benefit is underwritten and administered by BOXX Insurance Inc, under group/blanket policies issued to Gendigital Inc., for the benefit of its **Members**. To obtain a complete copy of the Policy as issued to Gendigital Inc., contact Us at 800-349-6660. BOXX Insurance Inc administers all claims and Gendigital Inc., shall have no responsibility to **Members** with respect to the Identity Fraud Expense Reimbursement benefit.

BOXX Insurance and affiliates may collect, use, and share personal information provided to them by you, and obtained from others with your consent. We may use the information to establish and serve you as a customer, or when required or permitted by law. Your information may be processed and stored in another country and may be subject to the laws of that country under applicable laws. By calling us at 800-349-6660 , you may obtain a copy of our privacy code, ask about how your information will be used or disclosed, or ask about your options to refuse or withdraw consent.

**ALBERTA  
STATUTORY CONDITIONS**

**(1) MISREPRESENTATION**

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

**(2) PROPERTY OF OTHERS**

The insurer is not liable for loss or damage to property owned by a person other than the insured unless

- (a) Otherwise specifically stated in the contract, or
- (b) The interest of the insured in that property is stated in the contract.

**(3) CHANGE OF INTEREST**

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

**(4) MATERIAL CHANGE IN RISK**

(1) The insured must promptly give notice in writing to the insurer or its agent of a change that is

- (a) Material to the risk, and
- (b) Within the control and knowledge of the insured.

(2) If an insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.

(3) If an insurer or its agent is notified of a change under subparagraph (1) of this condition, the insurer may

- (a) Terminate the contract in accordance with Statutory Condition 5, or
- (b) Notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.

(4) If the insured fails to pay an additional premium when required to do so under subparagraph (3)(b) of this condition, the contract is terminated at that time and Statutory Condition 5(2)(a) applies in respect of the unearned portion of the premium.

**(5) TERMINATION OF INSURANCE**

(1) The contract may be terminated

- (a) By the insurer giving to the insured 15 days' notice of termination by recorded mail or 5 days' written notice of termination personally delivered, or
- (b) By the insured at any time on request.

(2) If the contract is terminated by the insurer,

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

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

(4) The 15-day period referred to in subparagraph (1)(a) of this condition starts to run on the day the recorded mail or notification of it is delivered to the insured's postal address.

## **(6) REQUIREMENTS AFTER LOSS**

(1) On the happening of any loss or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9,

- (a) immediately give notice in writing to the insurer,
- (b) deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration,
  - (i) giving a complete inventory of that property and showing in detail quantities and costs of that property and particulars of the amount of loss claimed,
  - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
  - (iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured,
  - (iv) stating the amount of other insurances and the names of other insurers,
  - (v) stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
  - (vi) stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued, and
  - (vii) stating the place where the insured property was at the time of loss,
- (c) if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and if required by the insurer and if practicable,
  - (i) produce books of account and inventory lists,
  - (ii) furnish invoices and other vouchers verified by statutory declaration, and
  - (iii) furnish a copy of the written portion of any other relevant contract.

(2) The evidence given, produced or furnished under subparagraph (1)(c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

## **(7) FRAUD**

Any fraud or willfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6 invalidates the claim of the person who made the declaration.

## **(8) WHO MAY GIVE NOTICE AND PROOF**

Notice of loss under Statutory Condition 6(1)(a) may be given and the proof of loss under Statutory Condition 6(1)(b) may be made

- (a) by the agent of the insured if
  - (i) the insured is absent or unable to give the notice or make the proof, and
  - (ii) the absence or inability is satisfactorily accounted for,
- or
- (b) by a person to whom any part of the insurance money is payable, if the insured refuses to do so, or in the circumstances described in clause (a) of this condition.

## **(9) SALVAGE**

(1) In the event of loss or damage to insured property, the insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.

(2) The insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under subparagraph (1) of this condition.

## **(10) ENTRY, CONTROL, ABANDONMENT**

After loss or damage to insured property, the insurer has

- (a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and
- (b) after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but
  - (i) without the insured's consent, the insurer is not entitled to the control or possession of the insured property, and
  - (ii) without the insurer's consent, there can be no abandonment to it of the insured property.

## **(11) IN CASE OF DISAGREEMENT**

(1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the Insurance Act whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.

(2) There is no right to a dispute resolution process under this condition until

- (a) a specific demand is made for it in writing, and
- (b) the proof of loss has been delivered to the insurer.

**(12) WHEN LOSS PAYABLE**

Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the insurer.

**(13) REPAIR OR REPLACEMENT**

(1) Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.

(2) If the insurer gives notice under subparagraph (1) of this condition, the insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss and must proceed with all due diligence to complete the work within a reasonable time.

**(14) NOTICE**

(1) Written notice to the insurer may be delivered at, or sent by recorded mail to, the chief agency or head office of the insurer in the province.

(2) Written notice to the insured may be personally delivered at, or sent by recorded mail addressed to, the insured's last known address as provided to the insurer by the insured.

**BRITISH COLUMBIA  
STATUTORY CONDITIONS**

**(1) MISREPRESENTATION**

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

**(2) PROPERTY OF OTHERS**

The insurer is not liable for loss or damage to property owned by a person other than the insured unless

- (a) otherwise specifically stated in the contract, or
- (b) the interest of the insured in that property is stated in the contract.

**(3) CHANGE OF INTEREST**

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

**(4) MATERIAL CHANGE IN RISK**

(1) The insured must promptly give notice in writing to the insurer or its agent of a change that is

- (a) material to the risk, and
- (b) within the control and knowledge of the insured.

(2) If an insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.

(3) If an insurer or its agent is notified of a change under subparagraph (1) of this condition, the insurer may

- (a) terminate the contract in accordance with Statutory Condition 5, or
- (b) notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.

(4) If the insured fails to pay an additional premium when required to do so under subparagraph (3) (b) of this condition, the contract is terminated at that time and Statutory Condition 5 (2) (a) applies in respect of the unearned portion of the premium.

**(5) TERMINATION OF INSURANCE**

(1) The contract may be terminated

- (a) by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
- (b) by the insured at any time on request.

(2) If the contract is terminated by the insurer,

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

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

(4) The 15 day period referred to in subparagraph (1) (a) of this condition starts to run on the day the registered letter or notification of it is delivered to the insured's postal address.

## **(6) REQUIREMENTS AFTER LOSS**

(1) On the happening of any loss of or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9,

- (a) immediately give notice in writing to the insurer,
- (b) deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration,
  - (i) giving a complete inventory of that property and showing in detail quantities and cost of that property and particulars of the amount of loss claimed,
  - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
  - (iii) stating that the loss did not occur through any willful act or neglect or the procurement, means or connivance of the insured,
  - (iv) stating the amount of other insurances and the names of other insurers,
  - (v) stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
  - (vi) stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued, and
  - (vii) stating the place where the insured property was at the time of loss,
- (c) if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and
- (d) if required by the insurer and if practicable,
  - (i) produce books of account and inventory lists,
  - (ii) furnish invoices and other vouchers verified by statutory declaration, and
  - (iii) furnish a copy of the written portion of any other relevant contract.

(2) The evidence given, produced or furnished under subparagraph (1) (c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

## **(7) FRAUD**

Any fraud or willfully false statement in a statutory declaration in relation to the particulars required under

Statutory Condition 6 invalidates the claim of the person who made the declaration.

#### **(8) WHO MAY GIVE NOTICE AND PROOF**

Notice of loss under Statutory Condition 6 (1) (a) may be given and the proof of loss under Statutory Condition 6 (1) (b) may be made

- (a) by the agent of the insured, if
  - (i) the insured is absent or unable to give the notice or make the proof, and
  - (ii) the absence or inability is satisfactorily accounted for, or
  - (iii) by a person to whom any part of the insurance money is payable, if the insured refuses to do so or in the circumstances described in clause (a) of this condition.

#### **(9) SALVAGE**

(1) In the event of loss or damage to insured property, the insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.

(2) The insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under subparagraph (1) of this condition.

#### **(10) ENTRY, CONTROL, ABANDONMENT**

After loss or damage to insured property, the insurer has

- (a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and
- (b) after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but
  - (i) without the insured's consent, the insurer is not entitled to the control or possession of the insured property, and
  - (ii) without the insurer's consent, there can be no abandonment to it of the insured property.

#### **(11) IN CASE OF DISAGREEMENT**

(1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the Insurance Act, whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.

(2) There is no right to a dispute resolution process under this condition until

- (a) a specific demand is made for it in writing, and
- (b) the proof of loss has been delivered to the insurer.

#### **(12) WHEN LOSS PAYABLE**

Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the insurer.

**(13) REPAIR OR REPLACEMENT**

(1) Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.

(2) If the insurer gives notice under subparagraph (1) of this condition, the insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss, and must proceed with all due diligence to complete the work within a reasonable time.

**(14) NOTICE**

(1) Written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the province.

(2) Written notice to the insured may be personally delivered at, or sent by registered mail addressed to, the insured's last known address as provided to the insurer by the insured.

**MANITOBA  
STATUTORY CONDITIONS**

**(1) MISREPRESENTATION**

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

**(2) PROPERTY OF OTHERS**

The insurer is not liable for loss or damage to property owned by a person other than the insured unless

- (a) otherwise specifically stated in the contract, or
- (b) the interest of the insured in that property is stated in the contract.

**(3) CHANGE OF INTEREST**

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

**(4) MATERIAL CHANGE IN RISK**

(1) The insured must promptly give notice in writing to the insurer or its agent of a change that is

- (a) material to the risk, and
- (b) within the control and knowledge of the insured.

(2) If an insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.

(3) If an insurer or its agent is notified of a change under subparagraph (1) of this condition, the insurer may

- (a) terminate the contract in accordance with Statutory Condition 5, or
- (b) notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.

(4) If the insured fails to pay an additional premium when required to do so under subparagraph (3)(b) of this condition, the contract is terminated at that time, and Statutory Condition 5(2)(a) applies in respect of the unearned portion of the premium.

**(5) TERMINATION OF INSURANCE**

(1) The contract may be terminated

- (a) by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
- (b) by the insured at any time on request.

(2) If the contract is terminated by the insurer,

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

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

(4) The 15-day period referred to in subparagraph (1)(a) of this condition starts to run on the day the registered letter or notification of it is delivered to the insured's postal address.

## **(6) REQUIREMENTS AFTER LOSS**

(1) On the happening of any loss or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9,

- (a) immediately give notice in writing to the insurer,
- (b) deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration,
  - (i) giving a complete inventory of that property and showing in detail quantities and cost of that property and particulars of the amount of loss claimed,
  - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
  - (iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured,
  - (iv) stating the amount of other insurances and the names of other insurers,
  - (v) stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
  - (vi) stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued, and
  - (vii) stating the place where the insured property was at the time of loss,
- (c) if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and
- (d) if required by the insurer and if practicable,
  - (i) produce books of account and inventory lists,
  - (ii) furnish invoices and other vouchers verified by statutory declaration, and
  - (iii) furnish a copy of the written portion of any other relevant contract.

(2) The evidence given, produced or furnished under subparagraph (1)(c) and (d) of this condition must not be considered proof of loss within the meaning of Statutory Conditions 12 and 13.

## **(7) FRAUD**

Any fraud or willfully false statement in a statutory declaration in relation to the particulars required under

Statutory Condition 6 invalidates the claim of the person who made the declaration.

#### **(8) WHO MAY GIVE NOTICE AND PROOF**

Notice of loss under Statutory Condition 6(1)(a) may be given and the proof of loss under of Statutory Condition 6(1)(b) may be made

- (a) by the agent of the insured, if
  - (i) the insured is absent or unable to give the notice or make the proof, and
  - (ii) the absence or inability is satisfactorily accounted for, or
- (b) by a person to whom any part of the insurance money is payable, if the insured refuses to do so or in the circumstances described in clause (a) of this condition.

#### **(9) SALVAGE**

(1) In the event of loss or damage to insured property, the insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.

(2) The insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under subparagraph (1) of this condition.

#### **(10) ENTRY, CONTROL, ABANDONMENT**

After loss or damage to insured property, the insurer has

- (a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and
- (b) after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but
  - (i) without the insured's consent, the insurer is not entitled to the control or possession of the insured property, and
  - (ii) without the insurer's consent, there can be no abandonment to it of the insured property.

#### **(11) IN CASE OF DISAGREEMENT**

(1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the *Insurance Act*, whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.

(2) There is no right to a dispute resolution process under this condition until

- (a) a specific demand is made for it in writing, and
- (b) the proof of loss has been delivered to the insurer.

#### **(12) WHEN LOSS PAYABLE**

Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the insurer.

**(13) REPAIR OR REPLACEMENT**

(1) Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.

(2) If the insurer gives notice under subparagraph (1) of this condition, the insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss and must proceed with all due diligence to complete the work within a reasonable time.

**(14) NOTICE**

(1) Written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the province.

(2) Written notice to the insured may be personally delivered at, or sent by registered mail addressed to, the insured's last known address as provided to the insurer by the insured.

## **SASKATCHEWAN STATUTORY CONDITIONS**

### **(1) MISREPRESENTATION**

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

### **(2) PROPERTY OF OTHERS**

The insurer is not liable for loss of or damage to property owned by a person other than the insured unless:

- (a) otherwise specifically stated in the contract, or
- (b) the interest of the insured in that property is stated in the contract.

### **(3) CHANGE OF INTEREST**

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

### **(4) MATERIAL CHANGE IN RISK**

(1) The insured must promptly give notice in writing to the insurer or its agent of a change that is:

- (a) material to the risk, and
- (b) within the control and knowledge of the insured.

(2) If an insurer or its agent is not promptly notified of a change under subsection (1) of this condition, the contract is void as to the part affected by the change.

(3) If an insurer or its agent is notified of a change under subsection (1) of this condition, the insurer may:

- (a) terminate the contract in accordance with Statutory Condition 5, or
- (b) notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.

(4) If the insured fails to pay an additional premium when required to do so under clause (3)(b) of this condition, the contract is terminated at that time and Statutory Condition 5(2)(a) applies in respect of the unearned portion of the premium.

### **(5) TERMINATION OF INSURANCE**

(1) The contract may be terminated:

- (a) by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
- (b) by the insured at any time on request.

(2) If the contract is terminated by the insurer,

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

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

(4) The 15-day period referred to in clause (1)(a) of this condition starts to run on the day following the day on which the registered letter or notification of it is delivered to the insured's postal address.

## **(6) REQUIREMENTS AFTER LOSS**

(1) On the happening of any loss or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9:

- (a) immediately give notice in writing to the insurer,
- (b) deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration:
  - (i) giving a complete inventory of that property and showing in detail quantities and cost of that property and particulars of the amount of loss claimed;
  - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
  - (iii) stating that the loss did not occur through any willful act or neglect or the procurement, means or connivance of the insured,
  - (iv) stating the amount of other insurances and the names of other insurers,
  - (v) stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
  - (vi) stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued, and
  - (vii) stating the place where the insured property was at the time of loss,
- (c) if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and
- (d) if required by the insurer and if practicable,
  - (i) produce books of account and inventory lists,
  - (ii) furnish invoices and other vouchers verified by statutory declaration, and
  - (iii) furnish a copy of the written portion of any other relevant contract.

(2) The evidence given, produced or furnished under subparagraph (1)(c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

## **(7) FRAUD**

Any fraud or willfully false statement in a statutory declaration in relation to the particulars required under

Statutory Condition 6 invalidates the claim of the person who made the declaration.

#### **(8) WHO MAY GIVE NOTICE AND PROOF**

Notice of loss under Statutory Condition 6(1)(a) may be given and the proof of loss under of Statutory Condition 6(1)(b) may be made

- (a) by the agent of the insured, if
  - (i) the insured is absent or unable to give the notice or make the proof, and
  - (ii) the absence or inability is satisfactorily accounted for, or
- (b) by a person to whom any part of the insurance money is payable, if the insured refuses to do so or in the circumstances described in clause (a) of this condition.

#### **(9) SALVAGE**

(1) In the event of loss of or damage to insured property, the insured must take all reasonable steps to prevent further loss of or damage to that property and to prevent loss of or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.

(2) The insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under subsection (1) of this condition.

#### **(10) ENTRY, CONTROL, ABANDONMENT**

After loss or damage to insured property, the insurer has

- (a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and
- (b) after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage but:
  - (i) without the insured's consent, the insurer is not entitled to the control or possession of the insured property; and
  - (ii) without the insurer's consent, there can be no abandonment to it of the insured property.

#### **(11) IN CASE OF DISAGREEMENT**

(1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the *Insurance Act*, whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.

(2) There is no right to a dispute resolution process under this condition until:

- (a) a specific demand is made for it in writing; and
- (b) the proof of loss has been delivered to the insurer.

#### **(12) WHEN LOSS PAYABLE**

Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the insurer.

**(13) REPAIR OR REPLACEMENT**

(1) Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.

(2) If the insurer gives notice under subsection (1) of this condition, the insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss and must proceed with all due diligence to complete the work within a reasonable time.

**(14) NOTICE**

(1) Written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the province.

(2) Written notice to the insured may be personally delivered at, or sent by registered mail addressed to, the insured's last known address as provided to the insurer by the insured.

# Identity Fraud Financial Reimbursement Summary of Benefits/Terms and Conditions

## SUMMARY OF COVERAGE

This Summary of Coverage contains information about Identity Fraud Financial Reimbursement Coverage under Policy #**NRT012020 / #BXCP-CHE-10042**- (herein referred to as the “Policy”) issued by BOXX Insurance Inc and [underwritten by/ effected] with Zurich Insurance Company Ltd (“**Zurich**”) (hereinafter called the “**Insurer(s)**” “we, “us” and “our”) to Gendigital Inc., (herein called the “**Policyholder**”). Please read it carefully and keep it in a safe place. Refer to the Definitions section or to the applicable description of benefits for the meanings of all capitalized terms.

This Summary of Coverage is provided to inform you that as a customer of the **Policyholder** who is enrolled in a Gendigital Inc. identity protection Membership program (herein referred to as the “Membership”), you are entitled to benefits under the Policy as issued to Gendigital Inc., as described in this Summary of Coverage. The above insurance coverage is hereinafter referred to as the “Coverage”.

All benefits are subject to the terms of this Summary of Coverage, which is the sole agreement governing the benefits provided to you as a **Member**.

In no event will a corporation, partnership or business entity be eligible as a **Member** under the Policy or Summary of Coverage.

BOXX Insurance Inc – Canadian Head Office is located at 1 Toronto Street, Suite 805, Toronto, Ontario M5C 2V6.

## SUMMARY OF COVERAGE - TERMS AND CONDITIONS

### I. LIMITS OF INSURANCE

|                        |                                                              |
|------------------------|--------------------------------------------------------------|
| Coverage               | Aggregate Limit of Liability                                 |
| Expense Reimbursement: | \$1,000,000 per Membership per 12 Month Period               |
| Stolen Funds Loss:     | \$25,000 per Membership per 12 Month Period (where included) |

## II. DEFINITIONS

**Access Device** means a card (including credit, debit and ATM cards), code, PIN, password, personal check or other similar means of access to the **Member's** account at a financial institution that may be used by the **Member** to gain access to said account for the purpose of withdrawing or transferring funds, making purchases, or making long distance or cellular/digital (wireless) telephone calls.

**Data Breach** means the misuse of the **Member's** information as a result of a data compromise of information from a financial institution, a credit reporting agency, a credit grantor, a securities firm, employer or other institution/company maintaining the **Member's** personal information, that results in monies stolen from the **Member's** accounts or misuse of data to obtain credit or monies using the **Member's** information.

**Date of Discovery** occurs when the **Member** first becomes aware of facts which would cause a reasonable person to assume that a **Loss** covered by this insurance has been or will be incurred, as a result of an **Occurrence**, even though the exact amount or details of **Loss** may not then be known. Discovery also occurs when the **Member** receives notice of an actual or potential claim against the **Member** involving **Loss** covered under this insurance.

**Dollars** and "\$" means Canadian dollars.

**Electronic Instruction:** Any directive, command, or order transmitted electronically through digital means, including but not limited to email, text messages, online forms, or electronic data exchanges, that is intended to initiate or authorize transactions, changes, or actions related to personal or financial information. This encompasses instructions sent via digital communication channels that may be used to access, alter, or transfer sensitive data, and can be executed using devices such as computers, smartphones, or other electronic systems.

**Expenses** mean:

1. Costs incurred by the **Member** for re-filing applications for loans, grants, or other credit that are rejected solely because the lender received from any source incorrect information as a result of the **Identity Fraud**;
2. Costs for notarizing affidavits or other similar documents, long distance telephone calls, travel and postage reasonably incurred as a result of the **Member's** efforts to report an **Identity Fraud** or amend or rectify records as to the **Member's** true name or identity as a result of an **Identity Fraud**;
3. Reasonable costs incurred by the **Member** for up to six (6) credit reports from established credit bureaus (with no more than two (2) reports from any one credit bureau) dated within twelve (12) months after the **Member's** discovery of an **Identity Fraud**, and costs incurred for contesting the accuracy or completeness of any information contained in a credit report following an **Identity Fraud**;
4. Payment for reasonable expenses incurred that were a result of recovery from an **Identity Fraud** such as; credit freeze, credit thaw costs, transcript costs, appeal bond, court filing fees, expert witness or courier fees;
5. Actual lost base wages that would have been earned, for time reasonably and necessarily taken

off work solely as a result of efforts to amend or rectify records as to the **Member's** true name or identity as a result of an **Identity Fraud**. Actual lost wages includes remuneration for vacation days, discretionary days, floating holidays, and paid personal days and excludes sick days, business interruption and future earnings of a self-employed professional. Coverage is limited to base wages within twelve (12) months after discovery of an **Identity Fraud**. Base wages must be supported by and based on the prior year tax return;

6. Child or elderly care costs that would have otherwise not been incurred, resulting from time reasonably and necessarily taken away from providing such care as a result of efforts to amend or rectify records as to the **Member's** identity as a result of an **Identity Fraud**;
7. Reasonable and necessary costs incurred by the **Member** for ordering medical records for the purpose of amending and/or rectifying these documents as a result of an **Identity Fraud**;
8. Reasonable and necessary costs incurred by **Member** for the replacement of identification cards, driver licenses and passports as a result of an **Identity Fraud**;
9. Reasonable and necessary costs, up to a maximum of \$125 per hour, incurred by the **Member** for use of any investigative agency or private investigator engaged to amend or rectify records as to the **Member's** true name or identity as a result of an **Identity Fraud**. We reserve the right to select such investigative agency or private investigator; however, with Our express prior written consent, **Member** may elect such investigative agency or private investigator;
10. Reasonable and necessary costs, up to a maximum of \$125 per hour, incurred by the **Member** associated with the use of any certified public accountant engaged to amend or rectify records as to the **Member's** true name or identity as a result of an **Identity Fraud**. We reserve the right to select such certified public accountant; however, with Our express prior written consent, **Member** may elect such certified public accountant.

**Family Plan** means a Membership program that: extends coverage under the Summary of Coverage, up to the Aggregate Limit of Liability as shown on the Limits of Insurance section of these Terms and Conditions, to the **Primary Member** and their family members, as defined by the **Policyholder**, and for which the Family Plan Membership fee / product fee is paid.

The Aggregate Limit of Liability shown on the Limits of Insurance section of these Terms and Conditions will be the maximum amount we will pay for all covered **Losses** per **Family Plan** regardless of the number of Losses that occur for any one **Member** per twelve (12) month period.

**Stolen Funds Loss** means any direct financial loss from an unauthorized use, by a third party different than a related party, of a **Member's**:

- (i) card,
- (ii) card number, or
- (iii) account number associated with a bank or credit account

resulting from an **Identity Fraud**.

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**Identity Fraud** means the act of knowingly transferring or using, without lawful authority, a means of identification of the **Member** with the intent to commit, or to aid or abet, any unlawful activity that constitutes a violation of territorial, Federal, provincial or local law.

**Loss** means the **Expenses** and **Legal Costs** incurred by the **Member** as the direct result of a covered transaction. For **Stolen Funds Loss**, **Loss** also means any direct financial loss sustained by the **Member** as the direct result of a covered transaction, up to the applicable sublimit shown on the "Limits of Insurance" section of these Terms and Conditions.

**Legal Costs** means costs, up to a maximum of \$300 per hour, for reasonable fees for an attorney selected by the **Member** and related court fees, incurred by the **Member** with Our consent, for:

1. Defense of any legal action brought against the **Member** by a merchant, creditor or collection agency or entity acting on their behalf for non-payment of goods or services or default on a loan as a result of the **Identity Fraud**;
2. Defense of or the removal of any civil judgments wrongly entered against the **Member** as a result of **Identity Fraud**;
3. Challenging the accuracy or completeness of any information in a **Member's** consumer credit report, medical history or tax history, as a result of Identity Fraud; and
4. **Member's** initial consultation with a lawyer to determine the severity of and appropriate response to an **Identity Fraud**.

**Managing Agent:** BOXX Insurance Inc.

**Member** means a person who is a **Primary Member** of the **Policyholder** or **Primary Member's** family **Member** if the **Primary Member** is enrolled in or elects a Family Plan Membership program.

**Occurrence** means an incident of an actual or attempted fraudulent, dishonest or criminal act or series of related acts, whether committed by one or more persons.

**Proof of Loss** means receipts for reasonable out of pocket **Expenses** and **Legal Costs**.

**Primary Member** means a **Member**, customer or employee of the **Policyholder** who is in good standing with the **Policyholder**:

1. for whom premium has been paid for by the **Policyholder**; and;
2. whose name is shown on the enrollment/registration form, account or Membership.

**Stolen Identity Event** means the theft, unauthorized, or illegal use of the **Member's** name, social insurance number, or other method of identifying the **Member**. This includes but not limited to fraudulently using such information to establish credit accounts, secure loans, enter into contracts or commit crimes.

### III. COVERAGE

We will reimburse the **Member** for **Expenses** and **Legal Costs** incurred by the **Member**, up to the per **Member** Aggregate Limit of Liability as shown on the Limits of Insurance section of these Terms and Conditions, as the direct result of the following:

#### A. Online ID Theft

For **Loss** arising out of unauthorized transfer or misappropriation of digital assets or funds perpetrated against the **Member**, with an **Occurrence** during the term of the Membership.

#### B. Theft of Financial Credentials

For **Loss** resulting directly from unauthorized access or theft of digital property related to the **Member's** online banking credentials, digital payment methods, or electronic securities from the **Member**, with an **Occurrence** during the term of the Membership.

#### C. Forgery / Computer Crime

For **Loss**, with an **Occurrence** during the term of the Membership, resulting directly from the fraudulent alteration of an **Electronic Instruction**, checks, drafts promissory notes, or similar written promises, orders or directions to pay money that deceives the **Member**:

1. Made or drawn by the **Member**, or drawn upon the **Member's** account; or
2. made or drawn by a third party purporting to act as the **Member**.

#### D. Data Breach

For **Loss**, with an **Occurrence** during the term of the Membership, resulting directly from the misuse of the **Member's** information as a result of a data compromise of information from a financial institution, a credit reporting agency, a credit grantor, a securities firm, employer or other institution/company maintaining the **Member's** personal information, that results in monies stolen from the **Member's** accounts or misuse of data to obtain property, credit or monies using the **Member's** information.

#### E. Stolen Identity Event

For **Loss** resulting from a **Stolen Identity Event**, including but not limited to a **Stolen Identity Event** occurring on or arising out of the use of the Internet. The **Occurrence** must be during the term of the Membership.

#### F. Stolen Funds Loss

Any **Loss** resulting from a **Stolen Funds Loss**, with an **Occurrence** during the term of the **Membership**, resulting from an **Identity Fraud**.

We will pay up to the limit of insurance shown on the Limits of Insurance section of these Terms and Conditions.

#### IV. EXCLUSIONS

The Policy and Summary of Coverage do not cover:

- a. **Loss** due to any fraudulent, dishonest or criminal act by the **Member** or any person acting in concert with the **Member**, or family **Member**, whether acting alone or in collusion with others;
- b. **Loss** resulting directly or indirectly from any errors or omissions occurring in the following actions:
  - a. the input of data to any computer system; or
  - b. the processing of data by any computer system; or
  - c. the manual or electronic processing of any output produced by any computer system;
- c. **Loss** resulting directly or indirectly from the voluntary surrendering by the **Member** of any **Access Device**, in whole or in part, to any person or entity;
- d. **Loss** resulting from any unintentional clerical error in the transfer from or debit of any account of the **Member** which is initiated by a financial institution, or any employee(s) thereof. However, this exclusion shall not apply to a fraudulent act of an employee(s) of a financial institution where said employee(s) is acting without the permission or instruction of their employer;
- e. **Loss** in connection with any pre-authorized transfer from any account to or for the benefit of a financial institution, or to any other account of the **Member**;
- f. Indirect or consequential **Loss** of any nature;
- g. **Loss** of potential income not realized by the **Member**;
- h. For all coverages other than Stolen Funds Loss, **Loss** other than **Expenses** and **Legal Costs**;
- i. **Loss** resulting from an **Identity Fraud** that was discovered prior to the effective date of the Policy under which this coverage is provided;
- j. **Loss** arising out of business pursuits of the **Member**;
- k. **Loss** of valuable papers, valuable documents, jewelry, silverware and other personal property including the philatelic value of stamps and the numismatic value of coins not in circulation; property damage, bodily injury or personal injury;
- l. **Losses** incurred from financial performance of any investment of financial product;
- m. **Loss** from games of chance;
- n. Recovery of actual financial losses of any kind from acts of fraud or identity theft;
- o. Any **Loss**, claims or damages that are not covered under the terms and provisions of this Summary of Coverage and the Policy under which this coverage is provided;
- p. Legal fees, in excess of \$300 per hour;
- q. Certified public account fees, investigative agency or private investigator fees in excess of \$125 per hour;
- r. Any **Loss** which occurred while the **Member** was not an active and paid **Member** of the **Policyholder**.
- s. Any **Loss** involving unregulated digital currency, including but not limit to crypto currency or NFT
- t. Any **Loss** that is not reported to **Managing Agent** within twelve (12) months after the **Date of Discovery**.

#### V. GENERAL PROVISIONS AND STATUTORY CONDITIONS

Unless otherwise expressly provided herein or in the Policy, the following general provisions apply to the benefits described in this Summary of Coverage.

**1. Limits of Insurance** - Our maximum limit of liability for **Loss** under these Terms and Conditions shall not exceed the applicable limit stated in the Coverage Summary Limits of Insurance Section.

All **Losses** incidental to an actual or attempted fraudulent, dishonest or criminal act or series of related acts, whether committed by one or more persons, shall be deemed to arise out of one **Occurrence**.

Our total aggregate limit of liability shown on the Limits of Insurance section of these Terms and Conditions will be the maximum amount we will pay for all covered **Losses** per **Primary Member** or Family Plan Membership, regardless of the number of **Losses** that occur for any one **Member** per twelve (12) month period.

## 2. Loss Payment

We will pay any **Loss** covered under the Policy or Summary of Coverage under which this coverage is provided, within thirty (30) days after:

- a. We reach agreement with the **Member**; or
- b. The entry of final judgment.

## 3. Notice of Claim must be given to Us by the **Member**:

- a. **Members** must submit claims directly to **Managing Agent** in writing; and
- b. Within ninety (90) days of the **Date of Discovery**

## 4. Settlement of Claims

We will pay all covered claims within ninety (90) days from the date We receive acceptable proof of **Loss** at Our office.

## 5. Complaints Handling

- a. **Policyholder** does not have complaints handling authority.
- b. **Managing Agent** has complaints handling authority.
- c. **Members** may submit complaints directly to **Managing Agent** in writing.

6. **Duties When Loss Occurs** - Upon knowledge or discovery of **Loss** or of an **Occurrence** which may give rise to a claim under the terms of this coverage, the **Policyholder** is responsible for notifying the **Member** of the following requirements:

- a. Give notice as soon as practicable to:
  - i. The appropriate authority and affected institutions, if applicable; and
  - ii. Call 800-349-6660 to make a valid claim within ninety (90) days of the discovery of **Loss**, or as soon as reasonably possible. If the claim is reported after ninety (90) days of the discovery of Loss, **Member's** claim may be denied.
- b. If the **Loss** involves a violation of law, the **Member** shall also notify the police. The **Member** must submit a copy of the police report when filing a claim;
- c. File detailed proof of **Loss**, duly sworn to, with Us within ninety (90) days after the discovery of **Loss**;
- d. Take all reasonable steps to mitigate **Loss** resulting from **Identity Fraud** including, but not limited to, requesting a waiver for any applicable fees, loan application fees or credit bureau fees;
- e. Upon our request, submit to examination by us, and subscribe the same, under oath if required;
- f. Upon our request, cooperate to help us enforce legal rights against anyone who may be liable to the **Member** to include giving evidence and attending depositions, hearing and trials;

- g. Immediately forward to us any notices, summons or legal papers received by the **Member** in connection with the **Loss** or the **Identity Fraud**;
- h. Produce for our examination all pertinent records;
- i. Cooperate with us in all matters pertaining to **Loss** or claims;

all at such reasonable times and places as we shall designate.

The **Member** shall not voluntarily assume or admit any liability, nor, except at said **Member's** own cost, voluntarily make any payment or incur any expense without our prior written consent, such consent not to be unreasonably withheld.

The **Member** shall keep books, receipts, bills and other records in such manner that We can accurately determine the amount of any **Loss**. At any time subsequent to the reporting of the **Loss** to Us, We may examine and audit the **Member's** books and records as they relate to a **Loss** under the Policy or Summary of Coverage.

**7. Cancellation of Policy** – The **Policyholder** or the **Insurer** has the right to cancel the Policy. If this happens, The **Policyholder** will notify the **Member** at least 30 days before the effective date of cancellation, and We will honour all valid claims arising before that date.

**8. Summary of Coverage and Changes:** **Members** are not a party to the contract of insurance and have no right to give or receive notices under the Policy other than in respect of a claim by the said **Member** for benefits under the Policy and this Summary of Coverages.

**9. Subrogation** – Following payment of a **Member's** claim for **Loss**, We shall be subrogated to the extent of the amount of such payment, to all of the rights and remedies of the **Member** against any party in respect of such **Loss**, and shall be entitled, at Our own expense, to sue in the **Member's** name. The **Member** shall give Us all such assistance as is reasonably required to secure Our rights and remedies, including the execution of all documents necessary to enable Us to bring suit in the name of the **Member**.

Recovery against persons or organizations also insured under the Policy and this Summary of Coverages under which this coverage is provided, or any other Policy issued by Us with respect to the same **Loss** is prohibited.

**10. Legal Action** – every action or proceeding against an **Insurer** for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act, or other applicable legislation.

**11. False Claim** – If a **Member** makes a false claim knowing it to be false or fraudulent in any respect, **Member** will not be entitled to the benefit of coverage under the Summary of Coverage, nor to the payment of any claim made under the Policy and this Summary of Coverages.

**12. Other Insurance** - This insurance is primary coverage over any other insurance except for Data Breach Coverage.

Should the **Member** be enrolled in more than one membership program insured by Us, We will reimburse the **Member** under each membership:

- a. subject to the applicable deductibles and limits of liability of each membership;
- b. but in no event shall the total amount reimbursed under all memberships exceed the actual

- amount of **Loss**; and
- c. in no event shall the limit of liability under all memberships exceed the largest limit of liability available to the **Member** under any membership program insured by Us.

With respect to Coverage for Data Breach, the benefits provided under this Summary of Coverage are in excess of any other existing insurance and other benefits, if any, whether primary, excess, contingent or on any other basis, including any right to receive reimbursement or services for **Loss** from a financial institution, a credit reporting agency, a credit grantor, a securities firm, employer or other institution/company maintaining the **Member's** personal information, that results in monies stolen from the **Member's** accounts or misuse of data to obtain property, credit or monies using the **Member's** information.

**13. Action Against Us** – No action may be brought against Us unless there has been full compliance with all of the terms and conditions as outlined in these Terms and Conditions, and suit is filed within twenty-four (24) months from the date of occurrence or such longer period as may be prescribed by applicable law. No one will have the right to join Us as a party to any action against the **Policyholder** or **Member**.

**14. Assignment** – This Summary of Coverage may not be assigned by either **Member** or Us.

**15. The Policy and this Summary of Coverage** – this Summary of Coverage contains the terms of the Policy as they relate to the **Member's** coverage. In the case of any conflict or inconsistency between this Summary of Coverage and the Policy, unless otherwise required by applicable law, it is the Policy that governs.

**16. Headings** – All section headings used in this Summary of Coverage are purely for convenience and shall not affect the interpretation of this Summary of Coverage.

The Identity Fraud Expense Reimbursement benefit is underwritten and administered by BOXX Insurance Inc, under group/blanket policies issued to Gendigital Inc., for the benefit of its **Members**. To obtain a complete copy of the Policy as issued to Gendigital Inc., contact Us at 800-349-6660. BOXX Insurance Inc administers all claims and Gendigital Inc., shall have no responsibility to **Members** with respect to the Identity Fraud Expense Reimbursement benefit.

BOXX Insurance and affiliates may collect, use, and share personal information provided to them by you, and obtained from others with your consent. We may use the information to establish and serve you as a customer, or when required or permitted by law. Your information may be processed and stored in another country and may be subject to the laws of that country under applicable laws. By calling us at 800-349-6660 , you may obtain a copy of our privacy code, ask about how your information will be used or disclosed, or ask about your options to refuse or withdraw consent.

**ALBERTA  
STATUTORY CONDITIONS**

**(1) MISREPRESENTATION**

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

**(2) PROPERTY OF OTHERS**

The insurer is not liable for loss or damage to property owned by a person other than the insured unless

- (a) Otherwise specifically stated in the contract, or
- (b) The interest of the insured in that property is stated in the contract.

**(3) CHANGE OF INTEREST**

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

**(4) MATERIAL CHANGE IN RISK**

(1) The insured must promptly give notice in writing to the insurer or its agent of a change that is

- (a) Material to the risk, and
- (b) Within the control and knowledge of the insured.

(2) If an insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.

(3) If an insurer or its agent is notified of a change under subparagraph (1) of this condition, the insurer may

- (a) Terminate the contract in accordance with Statutory Condition 5, or
- (b) Notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.

(4) If the insured fails to pay an additional premium when required to do so under subparagraph (3)(b) of this condition, the contract is terminated at that time and Statutory Condition 5(2)(a) applies in respect of the unearned portion of the premium.

**(5) TERMINATION OF INSURANCE**

(1) The contract may be terminated

- (a) By the insurer giving to the insured 15 days' notice of termination by recorded mail or 5 days' written notice of termination personally delivered, or
- (b) By the insured at any time on request.

(2) If the contract is terminated by the insurer,

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

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

(4) The 15-day period referred to in subparagraph (1)(a) of this condition starts to run on the day the recorded mail or notification of it is delivered to the insured's postal address.

## **(6) REQUIREMENTS AFTER LOSS**

(1) On the happening of any loss or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9,

- (a) immediately give notice in writing to the insurer,
- (b) deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration,
  - (i) giving a complete inventory of that property and showing in detail quantities and costs of that property and particulars of the amount of loss claimed,
  - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
  - (iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured,
  - (iv) stating the amount of other insurances and the names of other insurers,
  - (v) stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
  - (vi) stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued, and
  - (vii) stating the place where the insured property was at the time of loss,
- (c) if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and if required by the insurer and if practicable,
  - (i) produce books of account and inventory lists,
  - (ii) furnish invoices and other vouchers verified by statutory declaration, and
  - (iii) furnish a copy of the written portion of any other relevant contract.

(2) The evidence given, produced or furnished under subparagraph (1)(c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

## **(7) FRAUD**

Any fraud or willfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6 invalidates the claim of the person who made the declaration.

## **(8) WHO MAY GIVE NOTICE AND PROOF**

Notice of loss under Statutory Condition 6(1)(a) may be given and the proof of loss under Statutory Condition 6(1)(b) may be made

- (a) by the agent of the insured if
  - (i) the insured is absent or unable to give the notice or make the proof, and
  - (ii) the absence or inability is satisfactorily accounted for,
- or
- (b) by a person to whom any part of the insurance money is payable, if the insured refuses to do so, or in the circumstances described in clause (a) of this condition.

## **(9) SALVAGE**

(1) In the event of loss or damage to insured property, the insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.

(2) The insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under subparagraph (1) of this condition.

## **(10) ENTRY, CONTROL, ABANDONMENT**

After loss or damage to insured property, the insurer has

- (a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and
- (b) after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but
  - (i) without the insured's consent, the insurer is not entitled to the control or possession of the insured property, and
  - (ii) without the insurer's consent, there can be no abandonment to it of the insured property.

## **(11) IN CASE OF DISAGREEMENT**

(1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the Insurance Act whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.

(2) There is no right to a dispute resolution process under this condition until

- (a) a specific demand is made for it in writing, and
- (b) the proof of loss has been delivered to the insurer.

**(12) WHEN LOSS PAYABLE**

Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the insurer.

**(13) REPAIR OR REPLACEMENT**

(1) Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.

(2) If the insurer gives notice under subparagraph (1) of this condition, the insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss and must proceed with all due diligence to complete the work within a reasonable time.

**(14) NOTICE**

(1) Written notice to the insurer may be delivered at, or sent by recorded mail to, the chief agency or head office of the insurer in the province.

(2) Written notice to the insured may be personally delivered at, or sent by recorded mail addressed to, the insured's last known address as provided to the insurer by the insured.

**BRITISH COLUMBIA  
STATUTORY CONDITIONS**

**(1) MISREPRESENTATION**

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

**(2) PROPERTY OF OTHERS**

The insurer is not liable for loss or damage to property owned by a person other than the insured unless

- (a) otherwise specifically stated in the contract, or
- (b) the interest of the insured in that property is stated in the contract.

**(3) CHANGE OF INTEREST**

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

**(4) MATERIAL CHANGE IN RISK**

(1) The insured must promptly give notice in writing to the insurer or its agent of a change that is

- (a) material to the risk, and
- (b) within the control and knowledge of the insured.

(2) If an insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.

(3) If an insurer or its agent is notified of a change under subparagraph (1) of this condition, the insurer may

- (a) terminate the contract in accordance with Statutory Condition 5, or
- (b) notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.

(4) If the insured fails to pay an additional premium when required to do so under subparagraph (3) (b) of this condition, the contract is terminated at that time and Statutory Condition 5 (2) (a) applies in respect of the unearned portion of the premium.

**(5) TERMINATION OF INSURANCE**

(1) The contract may be terminated

- (a) by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
- (b) by the insured at any time on request.

(2) If the contract is terminated by the insurer,

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

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

(4) The 15 day period referred to in subparagraph (1) (a) of this condition starts to run on the day the registered letter or notification of it is delivered to the insured's postal address.

## **(6) REQUIREMENTS AFTER LOSS**

(1) On the happening of any loss of or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9,

- (a) immediately give notice in writing to the insurer,
- (b) deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration,
  - (i) giving a complete inventory of that property and showing in detail quantities and cost of that property and particulars of the amount of loss claimed,
  - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
  - (iii) stating that the loss did not occur through any willful act or neglect or the procurement, means or connivance of the insured,
  - (iv) stating the amount of other insurances and the names of other insurers,
  - (v) stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
  - (vi) stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued, and
  - (vii) stating the place where the insured property was at the time of loss,
- (c) if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and
- (d) if required by the insurer and if practicable,
  - (i) produce books of account and inventory lists,
  - (ii) furnish invoices and other vouchers verified by statutory declaration, and
  - (iii) furnish a copy of the written portion of any other relevant contract.

(2) The evidence given, produced or furnished under subparagraph (1) (c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

## **(7) FRAUD**

Any fraud or willfully false statement in a statutory declaration in relation to the particulars required under

Statutory Condition 6 invalidates the claim of the person who made the declaration.

#### **(8) WHO MAY GIVE NOTICE AND PROOF**

Notice of loss under Statutory Condition 6 (1) (a) may be given and the proof of loss under Statutory Condition 6 (1) (b) may be made

- (a) by the agent of the insured, if
  - (i) the insured is absent or unable to give the notice or make the proof, and
  - (ii) the absence or inability is satisfactorily accounted for, or
  - (iii) by a person to whom any part of the insurance money is payable, if the insured refuses to do so or in the circumstances described in clause (a) of this condition.

#### **(9) SALVAGE**

(1) In the event of loss or damage to insured property, the insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.

(2) The insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under subparagraph (1) of this condition.

#### **(10) ENTRY, CONTROL, ABANDONMENT**

After loss or damage to insured property, the insurer has

- (a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and
- (b) after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but
  - (i) without the insured's consent, the insurer is not entitled to the control or possession of the insured property, and
  - (ii) without the insurer's consent, there can be no abandonment to it of the insured property.

#### **(11) IN CASE OF DISAGREEMENT**

(1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the Insurance Act, whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.

(2) There is no right to a dispute resolution process under this condition until

- (a) a specific demand is made for it in writing, and
- (b) the proof of loss has been delivered to the insurer.

#### **(12) WHEN LOSS PAYABLE**

Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the insurer.

**(13) REPAIR OR REPLACEMENT**

(1) Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.

(2) If the insurer gives notice under subparagraph (1) of this condition, the insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss, and must proceed with all due diligence to complete the work within a reasonable time.

**(14) NOTICE**

(1) Written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the province.

(2) Written notice to the insured may be personally delivered at, or sent by registered mail addressed to, the insured's last known address as provided to the insurer by the insured.

**MANITOBA  
STATUTORY CONDITIONS**

**(1) MISREPRESENTATION**

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

**(2) PROPERTY OF OTHERS**

The insurer is not liable for loss or damage to property owned by a person other than the insured unless

- (a) otherwise specifically stated in the contract, or
- (b) the interest of the insured in that property is stated in the contract.

**(3) CHANGE OF INTEREST**

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

**(4) MATERIAL CHANGE IN RISK**

(1) The insured must promptly give notice in writing to the insurer or its agent of a change that is

- (a) material to the risk, and
- (b) within the control and knowledge of the insured.

(2) If an insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.

(3) If an insurer or its agent is notified of a change under subparagraph (1) of this condition, the insurer may

- (a) terminate the contract in accordance with Statutory Condition 5, or
- (b) notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.

(4) If the insured fails to pay an additional premium when required to do so under subparagraph (3)(b) of this condition, the contract is terminated at that time, and Statutory Condition 5(2)(a) applies in respect of the unearned portion of the premium.

**(5) TERMINATION OF INSURANCE**

(1) The contract may be terminated

- (a) by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
- (b) by the insured at any time on request.

(2) If the contract is terminated by the insurer,

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

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

(4) The 15-day period referred to in subparagraph (1)(a) of this condition starts to run on the day the registered letter or notification of it is delivered to the insured's postal address.

## **(6) REQUIREMENTS AFTER LOSS**

(1) On the happening of any loss or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9,

- (a) immediately give notice in writing to the insurer,
- (b) deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration,
  - (i) giving a complete inventory of that property and showing in detail quantities and cost of that property and particulars of the amount of loss claimed,
  - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
  - (iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured,
  - (iv) stating the amount of other insurances and the names of other insurers,
  - (v) stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
  - (vi) stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued, and
  - (vii) stating the place where the insured property was at the time of loss,
- (c) if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and
- (d) if required by the insurer and if practicable,
  - (i) produce books of account and inventory lists,
  - (ii) furnish invoices and other vouchers verified by statutory declaration, and
  - (iii) furnish a copy of the written portion of any other relevant contract.

(2) The evidence given, produced or furnished under subparagraph (1)(c) and (d) of this condition must not be considered proof of loss within the meaning of Statutory Conditions 12 and 13.

## **(7) FRAUD**

Any fraud or willfully false statement in a statutory declaration in relation to the particulars required under

Statutory Condition 6 invalidates the claim of the person who made the declaration.

#### **(8) WHO MAY GIVE NOTICE AND PROOF**

Notice of loss under Statutory Condition 6(1)(a) may be given and the proof of loss under of Statutory Condition 6(1)(b) may be made

- (a) by the agent of the insured, if
  - (i) the insured is absent or unable to give the notice or make the proof, and
  - (ii) the absence or inability is satisfactorily accounted for, or
- (b) by a person to whom any part of the insurance money is payable, if the insured refuses to do so or in the circumstances described in clause (a) of this condition.

#### **(9) SALVAGE**

(1) In the event of loss or damage to insured property, the insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.

(2) The insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under subparagraph (1) of this condition.

#### **(10) ENTRY, CONTROL, ABANDONMENT**

After loss or damage to insured property, the insurer has

- (a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and
- (b) after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but
  - (i) without the insured's consent, the insurer is not entitled to the control or possession of the insured property, and
  - (ii) without the insurer's consent, there can be no abandonment to it of the insured property.

#### **(11) IN CASE OF DISAGREEMENT**

(1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the *Insurance Act*, whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.

(2) There is no right to a dispute resolution process under this condition until

- (a) a specific demand is made for it in writing, and
- (b) the proof of loss has been delivered to the insurer.

#### **(12) WHEN LOSS PAYABLE**

Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the insurer.

**(13) REPAIR OR REPLACEMENT**

(1) Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.

(2) If the insurer gives notice under subparagraph (1) of this condition, the insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss and must proceed with all due diligence to complete the work within a reasonable time.

**(14) NOTICE**

(1) Written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the province.

(2) Written notice to the insured may be personally delivered at, or sent by registered mail addressed to, the insured's last known address as provided to the insurer by the insured.

**SASKATCHEWAN  
STATUTORY CONDITIONS**

**(1) MISREPRESENTATION**

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

**(2) PROPERTY OF OTHERS**

The insurer is not liable for loss of or damage to property owned by a person other than the insured unless:

- (a) otherwise specifically stated in the contract, or
- (b) the interest of the insured in that property is stated in the contract.

**(3) CHANGE OF INTEREST**

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

**(4) MATERIAL CHANGE IN RISK**

(1) The insured must promptly give notice in writing to the insurer or its agent of a change that is:

- (a) material to the risk, and
- (b) within the control and knowledge of the insured.

(2) If an insurer or its agent is not promptly notified of a change under subsection (1) of this condition, the contract is void as to the part affected by the change.

(3) If an insurer or its agent is notified of a change under subsection (1) of this condition, the insurer may:

- (a) terminate the contract in accordance with Statutory Condition 5, or
- (b) notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.

(4) If the insured fails to pay an additional premium when required to do so under clause (3)(b) of this condition, the contract is terminated at that time and Statutory Condition 5(2)(a) applies in respect of the unearned portion of the premium.

**(5) TERMINATION OF INSURANCE**

(1) The contract may be terminated:

- (a) by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
- (b) by the insured at any time on request.

(2) If the contract is terminated by the insurer,

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

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

(4) The 15-day period referred to in clause (1)(a) of this condition starts to run on the day following the day on which the registered letter or notification of it is delivered to the insured's postal address.

## **(6) REQUIREMENTS AFTER LOSS**

(1) On the happening of any loss or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9:

- (a) immediately give notice in writing to the insurer,
- (b) deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration:
  - (i) giving a complete inventory of that property and showing in detail quantities and cost of that property and particulars of the amount of loss claimed;
  - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
  - (iii) stating that the loss did not occur through any willful act or neglect or the procurement, means or connivance of the insured,
  - (iv) stating the amount of other insurances and the names of other insurers,
  - (v) stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
  - (vi) stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued, and
  - (vii) stating the place where the insured property was at the time of loss,
- (c) if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and
- (d) if required by the insurer and if practicable,
  - (i) produce books of account and inventory lists,
  - (ii) furnish invoices and other vouchers verified by statutory declaration, and
  - (iii) furnish a copy of the written portion of any other relevant contract.

(2) The evidence given, produced or furnished under subparagraph (1)(c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

## **(7) FRAUD**

Any fraud or willfully false statement in a statutory declaration in relation to the particulars required under

Statutory Condition 6 invalidates the claim of the person who made the declaration.

#### **(8) WHO MAY GIVE NOTICE AND PROOF**

Notice of loss under Statutory Condition 6(1)(a) may be given and the proof of loss under of Statutory Condition 6(1)(b) may be made

- (a) by the agent of the insured, if
  - (i) the insured is absent or unable to give the notice or make the proof, and
  - (ii) the absence or inability is satisfactorily accounted for, or
- (b) by a person to whom any part of the insurance money is payable, if the insured refuses to do so or in the circumstances described in clause (a) of this condition.

#### **(9) SALVAGE**

(1) In the event of loss of or damage to insured property, the insured must take all reasonable steps to prevent further loss of or damage to that property and to prevent loss of or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.

(2) The insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under subsection (1) of this condition.

#### **(10) ENTRY, CONTROL, ABANDONMENT**

After loss or damage to insured property, the insurer has

- (a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and
- (b) after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage but:
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(2) If the insurer gives notice under subsection (1) of this condition, the insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss and must proceed with all due diligence to complete the work within a reasonable time.

**(14) NOTICE**

(1) Written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the province.

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