



SAVANNA TORRINHA, PHIL TORRINHA 108 CHIPPEWA AVE NEPEAN ON K2G 1Y6 Policy Number: 50026459

Effective from December 1, 2023 to December 1, 2024

# Thank you for trusting Optimum Insurance Company Inc. with your residential insurance.

We are pleased to enclose your residential insurance policy.

Please take a few minutes to review your policy information to ensure its accuracy, as your coverage is based upon the information provided. If you have any questions or would like to make any changes to your policy, we invite you to contact your broker.

### Your broker

MCDOUGALL INSURANCE BROKERS LIMITED (BANCROFT)

(1335) 31 HASTINGS ST N BANCROFT ON KOL 1CO 613-332-3860

# **Questions?**

Your broker can help you with:

- Your coverage and products
  - Changes to your policy
- Your statement of account
  - Emergency situations

# ▲ Did you know?

Please notify your broker immediately of any changes to the risk or occupancy. Losses may not be covered if the company is not notified of material changes.

# In the event of a loss...

During office hours, please contact your broker who will help you through the claim process. Outside of regular business hours, you may contact Optimum Insurance Company Inc.'s **24-hour claims emergency service** at 1-800-461-6110.

Protecting our policyholders and their assets with creative and tailored solutions

Cc: 1335 - MCDOUGALL INSURANCE BROKERS LIMITED (BANCROFT) [PAC]



# Optimum Insurance Company Inc. STATEMENT OF ACCOUNT – PREAUTHORIZED Residential Insurance

Policy Number 50026459

Type

**TOTAL PAYABLE** 

Policy Period
From December 1, 2023 to December 1, 2024
12:01 A.M. Standard Time at the Postal Address of the Named Insured as stated herein

Date of Statement January 12, 2024

#### Named Insured

SAVANNA TORRINHA AND PHIL TORRINHA 108 CHIPPEWA AVE NEPEAN ON K2G1Y6

# Broker/Agent

MCDOUGALL INSURANCE BROKERS LIMITED (BANCROFT) (1335)
31 HASTINGS ST N

31 HASTINGS ST N BANCROFT ON KOL 1CO

**J** 613-332-3860

# **Premium Charges/Credits**

Effective Date Amount

Payments Received
Type

**TOTAL RECEIPTS** 

Date Amount

\$0.00

New Contract Dec 1, 2023 \$2,165.00

TOTAL POLICY PREMIUM \$2,165.00 Administration Fees \$64.95 Tax \$173.20

\$2,403.15

► BALANCE DUE \$2,403.15

# □ Preauthorized Debit Withdrawals

Jan 22, 2024	\$400.52	Jan 28, 2024	\$200.27	Feb 28, 2024	\$200.27
Mar 28, 2024	\$200.27	Apr 28, 2024	\$200.27	May 28, 2024	\$200.27
Jun 28, 2024	\$200.27	Jul 28, 2024	\$200.27	Aug 28, 2024	\$200.27
Sep 28, 2024	\$200.27	Oct 28, 2024	\$200.20		

#### Messages

Payments returned by your financial institution may be subject to a \$50 administration fee. All payments refused by your financial institution may result in the cancellation of your insurance policy.

Please contact your Broker or Agent for any changes or questions you may have concerning this statement.

Your policy will automatically renew on the Preauthorized Payment plan. Your first installment equivalent to 1/12th of the annual premium plus the administrative fee will be withdrawn one month prior to the effective date of your policy.



#### NOTICE OF PERSONAL INFORMATION PRIVACY

#### Dear Policyholder:

Optimum Insurance Company Inc. values you as a customer. It is our commitment to protect your personal information and keep you informed of our privacy policies and procedures.

As a policyholder with Optimum Insurance Company Inc., you provide us with your consent to collect, use and disclose your personal information, including information previously collected, for the purposes of:

- Communicating with you;
- Assessing your application for insurance and underwriting your policies;
- Evaluating claims:
- Detecting and preventing fraud;
- Analyzing business results; and
- Acting as required or authorized by law.

We collect, and may have collected previously, personal information that is necessary to consider your application or provide you with insurance protection. We would like to take this opportunity to ensure you that personal information is safeguarded with appropriate security measures and will only be used for purposes disclosed to you and with your consent.

For further information about our policies and procedures pertaining to the Personal Information Protection and Electronic Documents Act (Bill C-6), please visit our website at www.optimum-general.com or contact:

Privacy Officer Optimum Insurance Company 147 McIntyre St. West, Suite 200 P.O. Box 1288 North Bay, ON, P1B 8K5 Telephone: (705) 476-4814

Toll Free: (800) 461-6110 Fax: (705) 476-8694

Inquiries not related to the Personal Information Protection and Electronic Documents Act (Bill C-6) should be directed to your independent insurance broker.



# Things to know about your rental insurance policy

Changes during the policy term may impact the insurance coverage on your rental property. Please notify your broker promptly if:

- There is any change in tenancy. More than 2 unrelated occupants sharing the rental as well as the new tenant's activities in the home could affect coverage.
- The property becomes vacant or undergoes renovations.
- The area is zoned for redevelopment or if there are plans to redevelop
- You or your tenant(s) are or planning to grow cannabis in your rental property.

Please be aware that the following activities are not permitted under your insurance coverage:

- Your tenant sub-lets your property, rents out rooms to other persons or operates a business out the home
- Short-term rentals (unless insured under Optimum Special Risks)
- Rooming or boarding houses
- Student Housing

If you require further information on this, please contact your insurance broker who can assist you.



# **Optimum Insurance Company Inc.**

Personal Property Insurance NEW BUSINESS

Effective Date December 1, 2023

Policy Number 50026459

Coverage Summary — Declarations

Supersedes any previously issued declaration bearing the same policy number for this policy period

#### Named Insured

SAVANNA TORRINHA, PHIL TORRINHA 108 CHIPPEWA AVE NEPEAN ON K2G 1Y6

# Broker/Agent

MCDOUGALL INSURANCE BROKERS LIMITED (BANCROFT) (1335) 31 HASTINGS ST N BANCROFT ON KOL 1CO

**→** 613-332-3860

Policy Period

From December 1, 2023 to December 1, 2024 12:01 A.M. Standard Time at the Postal Address of the Named Insured as stated herein

Total Premium \$2.165

IT IS A CONDITION OF THIS POLICY THAT ALL SOLID FUEL BURNING UNITS EXCEPT FIREPLACES BE DECLARED.

# ♥ Location 1 — Rented Dwelling, Standard Coverage Form

100 BROCKVILLE ST SMITHS FALLS ON K7A 3Y2

▼ Insurance Coverages	Deductible (\$)	Amount (\$)	Premium (\$)
Section I – Property Coverages (Form 110120N-2020-01)	2,500		
Coverage A - Dwelling Building		1,070,000	1,791
Coverage B - Detached Private Structures		107,000	Included
Coverage C - Personal Property		0	N/A
Inflation Protection			Included
Section II - Liability Coverages (Form 120020IC-2020-01)			
Coverage E - Legal Liability		2,000,000	Included
Coverage F - Voluntary Medical Payments		1,000	Included
Coverage G - Voluntary Payment for Damage to Property		250	Included
Endorsements			
Municipal By-Laws (Form 130350N-2020-01)		15,000	45
Rental or Rental Value (Form 130460IC-2020-01)		42,000	126
Sewer Backup (Form 130510IC-2020-01)	2,500	Policy Limit	203

#### Conditions and Exclusions

► Hot Water Tank Warranty: It is hereby agreed that all water losses stemming from hot water tanks contained within the dwelling are excluded unless such tank is replaced with a new appliance.

#### Discounts Applied

✓ Claims Free ✓ Unfinished Basement

Please Read Your Policy Carefully Issued on January 12, 2024 10:09 AM ET THIS CERTIFICATE IS ONLY VALID IF IT IS SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURER

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President and Chief Operating Officer



# **Optimum Insurance Company Inc.**

**Personal Property Insurance NEW BUSINESS** 

December 1, 2023

**Effective Date** 

Supersedes any previously issued declaration bearing the same policy number for this policy period

Policy Number 50026459

From December 1, 2023 to December 1, 2024 12:01 A.M. Standard Time at the Postal Address of the Named Insured as stated herein

# ♥ Location 1 — Rented Dwelling, Standard Coverage Form

100 BROCKVILLE ST SMITHS FALLS ON K7A 3Y2

Total Location Premium 2,165

**<u>m</u>** Mortgagees/Loss Payees

None / None

CANADIAN IMPERIAL BANK OF COMMERCE

None

PO BOX 115 TORONTO ON M5L 1E5 Mortgagee

Manual

■ Property Details				
Year Built	Mortgage	Last Rateable Claim	Occupancy	Residence Type
1900	Yes	None	Rental	Triplex
No. of Families per Unit	Number of Units	Primary Heating	Auxiliary Heating	Renovations
1	3	Furnace (Central)	None	No
Fire Protection Class	Fire Hydrant	Burglar Alarm	Fire Alarm	Smoke Alarm
Protected	Within 150 meters	None	None	Local Complete
Construction	Electrical Year	<b>Electrical Wiring</b>	Electrical System	Heating Year
Frame (Wood)	2023	Copper	200 AMP Breakers	2002
Plumbing Year	Plumbing Type(s)	Hot Water Tank Year	Roof Year	Roof Type
2021	PEX / Copper / ABS	2008	2018	Asphalt Shingle
Primary Water Mitigation	Primary Back Up Valve	Aux. Water Mitigation	Auxiliary Back Up Valve	Water Valve Shut Off

Unknown

<b>≡ Liability Exposures</b>			
Weeks rented to others	Rooms rented to others	Children in daycare	Trampoline
52 weeks	N/A	N/A	None
Full-time residence employees	Total Property Area	Risk on leased land	Cannabis grown on premises
N/A	Unknown	No	None
Farm use	Animals	Business operation	
No	Yes without bite history	None	
Swimming Pool		Other exposures	
None		None	

Unknown

Changes to your dwelling or the occupancy should be reported to your broker to ensure the best coverage and price.

Please Read Your Policy Carefully Issued on January 12, 2024 10:09 AM ET 24 Hour Claims Emergency Service 1-800-461-6110

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# Optimum Insurance Company Inc. NOTICE OF INSURANCE – MORTGAGEE COPY NEW BUSINESS

Effective Date December 1, 2023

Policy Number 50026459

Policy Period

From December 1, 2023 to December 1, 2024 12:01 A.M. Standard Time at the Postal Address of the Named Insured as stated herein

Supersedes any previously issued declaration bearing the same policy number for this policy period

#### Named Insured

SAVANNA TORRINHA, PHIL TORRINHA 108 CHIPPEWA AVE NEPEAN ON K2G 1Y6

## Broker/Agent

MCDOUGALL INSURANCE BROKERS LIMITED (BANCROFT) (1335) 31 HASTINGS ST N BANCROFT ON KOL 1CO

**→** 613-332-3860

#### **9** Location 1

100 BROCKVILLE ST SMITHS FALLS ON K7A 3Y2

Insurance amount: \$1,070,000

## Mortgagee

CANADIAN IMPERIAL BANK OF COMMERCE PO BOX 115 TORONTO ON M5L 1E5

# STANDARD MORTGAGE CLAUSE (Approved by The Insurance Bureau of Canada)

It is hereby provided and agreed that:

# 1. BREACH OF CONDITIONS BY MORTGAGOR, OWNER OR OCCUPANT

This insurance and every documented renewal thereof - AS TO THE INTEREST OF THE MORTGAGEE ONLY THEREIN - is and shall be in force notwithstanding any act, neglect, omission or misrepresentation attributable to the mortgagor, owner or occupant of the property insured, including transfer of interest, any vacancy or non-occupancy, or the occupation of the property for purposes more hazardous than specified in the description of the risk;

PROVIDED ALWAYS that the Mortgagee shall notify forthwith the Insurer (if known) or any vacancy or non-occupancy extending beyond thirty (30) consecutive days, or of any transfer of interest or increased hazard THAT SHALL COME TO HIS KNOWLEDGE; and that every increase of hazard (not permitted by the policy) shall be paid for by the Mortgagee on reasonable demand - from the date such hazard existed, according to the established scale of rates for the acceptance of such increased hazard, during continuance of this insurance.

#### 2. RIGHT OF SUBROGATION

Whenever the Insurer pays the Mortgagee any loss award under this policy and claims that - as to the Mortgagor or Owner - no liability therefore existed, it shall be legally subrogated to all rights of the Mortgagee against the Insured; but any subrogation shall be limited to the amount of such loss payment and shall be subordinate and subject to the basic right of the Mortgagee to recover the full amount of its mortgage equity in priority to the Insurer; or the Insurer may at its option pay the Mortgagee all amounts due or to become due under the mortgage or on the security thereof, and shall thereupon receive a full assignment and transfer of the mortgage together with all securities held as collateral to the mortgage debt.

#### 3. OTHER INSURANCE

If there be other valid and collectible insurance upon the property with loss payable to Mortgagee - at law or in equity - then any amount payable thereunder shall be taken into account in determining the amount payable to the Mortgagee.

#### 4. WHO MAY GIVE PROOF OF LOSS

In the absence of the Insured, or the inability, refusal or neglect of the Insured to give notice of loss or deliver the required Proof of Loss under the policy, then the Mortgagee may give the notice upon becoming aware of the loss and deliver as soon as practicable the Proof of Loss.

#### 5. TERMINATION

The term of this Mortgage Clause coincides with the term of the policy; PROVIDED ALWAYS that the Insurer reserves the right to cancel the policy as provided by the Statutory provision but agrees that the Insurer will neither terminate nor alter the policy to the prejudice of the Mortgagee without the notice stipulated in such Statutory provision.

#### 6. FORECLOSURE

Should title or ownership to said property become vested in the Mortgagee and/or assigns as owner or purchaser under foreclosure or otherwise, this insurance shall continue until expiry or cancellation for the benefit of the said Mortgagee and/or assigns.

SUBJECT TO THE TERMS OF THIS MORTGAGE CLAUSE (and these shall supersede any policy provisions in conflict therewith BUT ONLY AS TO THE INTEREST OF THE MORTGAGEE), loss under this policy is made payable to the Mortgagee.



# Rented Dwelling Standard Form

This policy consists primarily of four sections:

**Section I – Property Coverages** - describes the insurance for your property.

**Section II** - **Liability Coverages** - describes the insurance for your legal liability to others because of bodily injury or property damage.

Section III - Optional Coverages - describes optional features which you may require to complete your insurance protection.

Section IV - Conditions - outlines the statutory conditions and additional conditions.

#### **IMPORTANT**

This policy contains various exclusions and limitations which eliminate or restrict coverage. Please read your policy carefully.

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

#### **AGREEMENT**

We provide the insurance described in this policy in return for payment of the premium and subject to the terms and conditions set out. All amounts of insurance, premiums and other amounts expressed in this policy are in Canadian Currency.

#### PREVENTIVE ADVICE

- 1. It would be prudent to prepare an inventory of your belongings.
- 2. Retain your purchase invoices as they can be useful as proof of ownership in the event of a claim. It is recommended that you keep these documents outside your residence, together with the inventory of your belongings.
- 3. To prevent water damage, we recommend that you replace the hoses on your washing machine and dishwasher every five (5) years and replace your hot water tank every ten (10) years.
- 4. Replace the batteries of your smoke detectors twice each year when adjusting for the daylight savings time change.

#### **NOTICE TO INSURED**

You should inform your broker when:

- 1. You perform renovations, which could increase the estimated replacement value of your dwelling.
- 2. You install a solid fuel heating appliance.
- 3. Your dwelling is vacant for more than thirty (30) days.
- 4. There is any professional activity or business operation on your premises.
- 5. There is a change in occupancy or use of your dwelling.
- 6. You own property that exceeds the amounts stipulated in the special limits of insurance or that are not usually found in a residence.
- 7. Your dwelling is unoccupied during the heating season for more than four (4) consecutive days.
- 8. Your personal property (contents) is located in a warehouse for thirty (30) days or more.
- 9. You own another residence in addition to the one(s) declared.
- 10. You own a boat:
  - equipped with an outboard motor or motors exceeding 19 kW (35 H.P.) as per manufacturers specifications or an inboard or an inboard-outboard motor of more than 38 kW (50 H.P.);
  - having an overall length of 8 meters (26 feet) or more.
- 11. You own a personal watercraft.

#### **SECTION I - PROPERTY COVERAGES**

#### **DEFINITIONS**

Words and phrases that appear in **bold** have special meaning as defined below. "You" and "your" refer to the **Insured**. "We", "us", and "our" refer to Optimum Insurance Company Inc.

**Actual Cash Value** means the cost of replacement less any depreciation. In determining depreciation, we will consider the condition immediately before the damage, the resale value and the normal life expectancy.

**Amount of insurance** means the maximum amount we will pay for any one occurrence or incident regardless of how many people covered by this policy are involved. Different amounts apply to different coverages and these amounts are shown on the Coverage Summary - Declarations.

**Business** means any full-time, part-time or occasional pursuit undertaken for financial gain including a trade, profession or occupation.

**Communicable Disease** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and/or
- the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and/or
- the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value, marketability of or loss of use of property.

**Communicable Disease Order** means any action taken or order issued by a government or civil authority with respect to any communicable disease:

- that precludes, restricts or in any way modifies or impairs access to, or use of the insured **premises**; or
- recommends or requires social distancing, self-isolation, travel restrictions or limitations on social interaction of anyone insured under this policy.

**Coverage Summary - Declarations** means the Coverage Summary Page and/or Declarations issued by us.

**Data** means representations of information or concepts in any form.

#### **Data Problem** means:

- erasure, destruction, corruption, misappropriation or mis-interpretation of data;
- error in creating, amending, entering, deleting or using data; or
- inability to receive, transmit or use data.

**Domestic water container** means a device or apparatus for personal use on the premises for containing, heating, chilling or dispensing water. It does not included plumbing, heating, cooling or sprinkler systems.

**Dwelling** means the building described on the Coverage Summary - Declarations.

Flood means waves, tides, tidal waves, tsunami, or the rising

of, the breaking out or the overflow of, any body of water, whether natural or man-made.

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

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

**Insured** means the person(s) named as Insured(s) on the Coverage Summary - Declarations and, while living in the same household:

- his or her spouse;
- the relatives of either; and
- any person under twenty-one (21) in their care.

Spouse means a person

- who is married to or has entered into a marriage with another person that is voidable or void, or
- who is living together in a conjugal relationship outside of marriage with another person of the opposite sex or the same sex and have so lived together continuously for a period of three (3) years, or
- if they are the natural or adoptive parents of a child, for a period of one (1) year.

In addition, a student who is enrolled in and actually attends a school, college or university and who is dependent on the Named Insured or his or her spouse for support and maintenance is also insured even if temporarily residing away from the principal residence stated on the Coverage Summary - Declarations.

Only person(s) named on the Coverage Summary - Declarations may take legal action against us.

**Personal watercraft** means a watercraft propelled by water jet propulsion, also commonly known as Jet skis, Jet boats, Wet bikes, etc., and is independent from "watercraft" as referred to throughout this policy.

**Pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant including but not limited to domestic fuel oil from all sources, gas, carbon monoxide, vapour, odour, soot, fumes, acid, alkali, chemicals, pesticides, herbicides, waste and smoke, whether from agricultural smudging, industrial operations, residential uses or otherwise. Waste includes material to be recycled, reconditioned or reclaimed.

**Premises** means the land contained within the lot lines on which the dwelling is situated.

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

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

without any deduction for depreciation.

**Residence Employee** means a person employed by you to perform duties in connection with the maintenance or use of the insured premises. This includes persons who perform household or domestic services or duties of a similar nature

for you. This does not include persons while performing duties in connection with your business.

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

**Sprinkler(s)** means that part of the plumbing system of the dwelling that is solely intended for fire protection purposes.

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

**Tenant** means one who rents real property from another for accommodation purposes.

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

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

- all occupants have moved out with no intention of returning and no new occupant has taken up residence; or
- in the case of a newly constructed house, no occupant has yet taken up residence.

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

#### **COVERAGES**

The amounts of insurance are shown on the **Coverage Summary - Declarations**.

#### **Coverage A - Dwelling Building**

We insure:

- the dwelling and attached structures;
- permanently installed outdoor equipment and structures on the premises;
- outdoor domestic water containers, including swimming pools, hot tubs and their attached equipment on the premises;
- materials and supplies located on or adjacent to the premises intended for use in construction, alteration or repair of your dwelling or private buildings on the premises;
- buildings fixtures and fittings temporarily removed from the premises for repair or seasonal storage up to 10% of the amount of insurance on your dwelling.

#### **Coverage B - Detached Private Structures**

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

If you have more than one detached structure, the **amount of insurance** will be divided in the proportions that the value of

each structure has to the value of all such structures at the time of loss.

#### **Coverage C - Personal Property**

#### **Personal Property on your Premises**

If you have purchased this coverage, we insure the following personal property, which you own, while on your premises described on the **Coverage Summary - Declarations**.

- a) equipment used for maintenance of your **dwelling** and **premises** including lawn mowers, gardening equipment or snow blowers, any of which are not more than 35 H.P and up to \$5,000 in all;
- b) major appliances, meaning refrigerators, stoves, dishwashers, washing machines and clothes dryers, in your **dwelling** that is rented to others.

Personal Property normally kept at any other location you own, rent or lease is not insured, nor do we insure personal property stored in a warehouse.

#### **EXTENSIONS OF COVERAGE**

The following extensions of coverage do not increase the **amounts of insurance** in this policy and are subject to the limitations and exclusions of this policy unless otherwise specified.

#### 1. Arson or Theft Conviction Reward

We will pay \$1,000 to any person, excluding law enforcement officers or agencies, for information that leads to a conviction for ason or theft in connection with loss or damage to property insured under this policy. This coverage may increase the amount payable under the policy. However, the \$1,000 limit is the maximum we will pay regardless of the number of persons providing this information.

This coverage is not subject to a deductible.

#### 2. Change of Temperature

We insure your personal property damaged by a change of temperature resulting from physical damage to your **dwelling** by an Insured Peril. This only applies to personal property kept in the **dwelling**.

#### 3. Debris Removal

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

If the amount payable for loss, including expense for debris removal, is greater than the **amount of insurance**, an additional 5% of that amount will be available to cover debris removal expense.

#### 4. Fire Department Charges

We will reimburse you for up to \$1,000 for fire department charges incurred for attending your **premises** to save or protect insured property from loss or damage, or further loss or damage insured against by this form.

This coverage is not subject to a deductible.

#### 5. Inflation Protection Coverage

If there is a loss insured under Section I, we will automatically increase the **amounts of insurance** shown

on the **Coverage Summary - Declarations** under Section I by amounts which are solely attributable to the inflation increase since the inception date of this policy, the latest renewal or anniversary date or from the date of the most recent change to the **amounts of insurance** shown on the **Coverage Summary - Declarations**, whichever is the latest.

On renewal or anniversary date, we will automatically increase the **amounts of insurance** shown on the **Coverage Summary - Declarations** under Section I by amounts which are solely attributable to the inflation increase since the inception date of this policy or the latest renewal or anniversary date.

If, at your request, we change the **amount of insurance** shown on the **Coverage Summary - Declarations** under Section I, we will apply this Inflation Protection on the amount of insurance from the date the change is made.

#### 6. Lock Replacement

We will pay up to \$500 to replace or re-key, at our option, the locks on your residence if your keys are stolen, provided the theft is reported to the police or law enforcement agency having jurisdiction at the location of the theft.

This coverage is not subject to a deductible.

#### 7. Outdoor Trees, Shrubs, Plants and Lawns

You may apply up to 5% in all, of the **amount of insurance** on your dwelling to trees, shrubs, plants and lawns on your **premises**. We will not pay more than \$500 for any one tree, shrub or plant, including debris removal expenses.

We insure these items only against loss caused by fire, explosion, lightning, impact by aircraft or land vehicle, riot, vandalism or malicious acts as described and limited under Specified Perils.

We DO NOT INSURE items grown for commercial purposes or cannabis plants.

#### 8. Property Removed

If you must remove insured property from your **premises** to protect it from loss or damage, it is insured by this policy for thirty (30) days or until your policy term ends, whichever occurs first. The **amount of insurance** will be divided in the proportions that the value of the property removed bears to the value of all insured property at the time of loss.

#### 9. Tear Out

If any part of your **dwelling** must be removed or torn apart in order that water damage covered by this policy can be repaired, we will pay the cost of such work and its restoration.

The cost of tearing out and replacing property to repair damage related to outdoor **domestic water containers** or **watermains** is not insured.

#### **INSURED PERILS**

You are insured against direct physical loss or caused by the following perils, as described and limited, subject to the exclusions, terms and conditions in this policy.

#### 1. Fire or Lightning

#### 2. Explosion

This peril does not include water hammer.

#### 3. Smoke

This peril means smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the **premises**.

#### 4. Falling Object

This peril means a falling object which strikes the exterior of the building.

#### 5. Impact by Aircraft or Land Vehicle

Animals, birds or fish are not insured under this peril.

#### 6. Riot

#### 7. Vandalism or Malicious Acts

This peril does not include loss or damage:

- a) caused by you;
- b) caused by theft or attempted theft;
- c) occurring while the **dwelling** is under construction or vacant even if permission for construction or vacancy has been given by us;
- d) to glass which forms part of your dwelling;
- e) caused by any **tenant**, **tenant**'s employee or member of the **tenant**'s household in excess of \$5,000.

#### 8. Water Damage

This peril means loss or damage resulting from:

- a) the sudden and accidental escape of water from a watermain;
- the sudden and accidental escape of water or steam from within a plumbing, heating, sprinkler or air conditioning system or domestic water container, which is located inside the dwelling;
- the sudden and accidental escape of water from a domestic water container located outside the dwelling. However, such damage is not insured when the escape of water is caused by freezing;
- d) water which enters your **dwelling** through an opening which has been created suddenly and accidentally by a Specified Peril other than Water Damage;

but WE DO NOT INSURE loss or damage:

- i) caused by freezing during the usual heating season:
  - within a heated portion of your dwelling if you have been away from your premises for more than four (4) consecutive days but you will still be insured if you had taken any of the following precautions:
    - arranged to ensure that heating was being maintained, or
    - shut off the water supply and had drained all the pipes and domestic water containers, or
    - if your heating system is connected by a monitored heating alarm to a station providing twenty-four (24) hour service;
  - 2) within an unheated portion of your dwelling;
- ii) caused by, resulting from, contributed to, or aggravated by, continuous or repeated seepage or

- leakage of water, howeverso, whether by external or natural causes;
- iii) caused by the backing up or escape of water or sewage from a sewer, drain, sump or septic tank;
- iv) caused by ground water or rising of the water table;
- caused by surface waters including flood. unless the water escapes from a watermain or from a domestic water container located outside your dwelling;
- vi) caused by shoreline ice build-up or by water-borne ice or other objects, all whether driven by wind or not;
- vii) to a watermain;
- viii) to a system or **domestic water container** from which the water escaped;
- ix) occurring while your **dwelling** is under construction or vacant even if we have given permission for construction or vacancy;

#### 9. Windstorm or Hail

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

This peril does not include loss or damage:

- a) due to weight, pressure or melting of ice or snow, whether driven by wind or not;
- b) due to waves or floods, whether driven by wind or not.

#### LOSS OR DAMAGE NOT INSURED

WE DO NOT INSURE:

- buildings or structures used in whole or in part for business or farming purposes, unless declared on the Coverage Summary - Declarations;
- property at any fairground, exhibition or exposition for the purpose of exhibition;
- retaining walls, except for loss or damage caused by fire, lightning, impact by land vehicle or aircraft, or vandalism or malicious acts;
- 4. any property illegally acquired, kept, stored, transported or imported or property subject to forfeiture;
- 5. evidences of debt or title:
- 6. any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
- 7. any loss or damage, either direct or indirect, resulting from or arising out of any actual, alleged or threatened spill, discharge, dispersal, release, escape or seepage of a pollutant, or any cost or expense arising out of any testing, monitoring, clean up, removal, containment, treatment, detoxification or neutralization of pollutants whether pursuant to government direction, request, Regulatory Liability or otherwise. However, if fire or explosion results, we will pay only the resulting damage caused directly by the fire or explosion;
- 8. losses or increased costs of repair or replacement due to operation of any law or by-law regulating the zoning,

demolition, repair or construction of buildings and their related services;

#### 9. a) data;

- b) i) loss or damage caused directly or indirectly by a data problem;
  - ii) loss or damage of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with, any loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a computer system;

You are still insured for the ensuing physical loss or damage directly caused by the following perils, provided these perils are covered by this policy and not otherwise excluded:

 fire or lightning, explosion, falling object, impact by aircraft or land vehicle, water damage, windstorm or hail, theft including damage caused by attempted theft, collapse including weight of ice, snow or sleet, sewer backup, overland water and ground water;

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

NOR DO WE INSURE loss or damage:

- 10. a) to **personal watercrafts**, watrecrafts, motorized vehicles or their equipment except for lawn mowers, other gardening equipment, or snow blowers as shown under personal property;
  - to camper units, truck caps, trailers or their equipment;
  - c) to aircraft or their equipment;

Equipment includes audio, visual, recording, or transmitting equipment powered by the electrical system of a motor vehicle or aircraft. Equipment does not include spare automobile parts;

- 11. occurring after your **dwelling** has, to your knowledge, been **vacant** for more than thirty (30) consecutive days;
- 12. caused by any nuclear incident as defined in the *Nuclear Liability Act* or any other nuclear liability act, law or statute, or any law amendatory thereof, or nuclear explosion except for ensuing loss or damage which results directly from fire, lightning or explosion of natural, coal or manufactured gas;
- 13. caused by contamination by radioactive material;
- 14. caused directly or indirectly, in whole or in part by any communicable disease including communicable disease order, or by the fear or threat (whether actual or perceived) of a communicable disease including communicable disease order, regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage;
- caused by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;

- 16. resulting directly or indirectly from any intentional or criminal act or failure to act by:
  - a) any person insured by this policy; or
  - any other person at the direction of any person insured by this policy;
- 17. to personal property undergoing any process or while being worked on, where the damage results from such process or work, but resulting damage to other property is insured:
- 18. caused by snowslide, earthquake, landslide or any other earth movement. If any of these results in fire or explosion, we will pay only for the resulting loss or damage;
- 19. caused by rust or corrosion, extremes of temperature, wet or dry rot or by any **fungi** or **spores**;
- 20. to outdoor radio and communications antennae (including satellite receivers over 100 cm in diameter) and their attachments caused by windstorm or hail, weight of ice, snow or sleet, or collapse;
- 21. resulting from a change in ownership of property that is agreed to, even if that change was brought about by trickery or fraud;
- 22. caused directly or indirectly, in whole or in part, by Terrorism or by any activity or decision of a government agency or other entity to prevent, respond to or terminate Terrorism except for ensuing loss or damage which results directly from fire or explosion, as described in Specified Perils. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage;
- 23. to buildings or structures or personal property contained in them, used in whole or in part for the cultivation, harvesting, processing, manufacture, distribution or sale of cannabis or any product derived from or containing cannabis or any substance falling within the Schedules of the Controlled Drugs and Substances Act.

This exclusion does not apply when the quantity of legally acquired, kept or grown cannabis does not exceed the maximum allowable for unlicensed personal use as permitted by law.

#### **BASIS OF CLAIM PAYMENT**

We will pay for insured loss of or damage to the **dwelling**, detached private structures and personal property as described below up to your financial interest in the property,

but not exceeding the applicable amount(s) of insurance for any loss or damage arising out of one occurrence.

#### **Deductible**

We are responsible only for the amount by which the loss or damage caused by any of the Insured Perils exceeds the amount of the deductible shown on the **Coverage Summary - Declarations** in any one occurrence.

If your claim involves personal property on which the "Special Limits of Insurance" applies, the limitation applies to losses exceeding the deductible amount.

#### Coverage A - Dwelling Building

#### **Coverage B – Detached Private Structures**

If you repair or replace the damaged or destroyed building on the same location with a building of the same occupancy constructed with materials of similar kind and quality within a reasonable time after the damage, we will pay cost of repairs or replacement (whichever is less) without deduction for depreciation. We will pay in the proportion that the applicable **amount of insurance** bears to 80% of the replacement cost of the damaged building at the date of damage, but not exceeding the actual cost incurred.

If you do not repair or replace the damaged or destroyed building, we will pay the **Actual Cash Value** of the damage at the date of occurrence.

#### **By-Laws**

In determining the cost of repairs or replacement we will not pay or include the increased costs of repairs or replacement due to the operation of any law regulating the zoning, demolition, repair or construction of buildings or related services unless otherwise specified on the policy.

#### **Coverage C - Personal Property**

We will pay the **Actual Cash Value** of the damage at the date of occurrence.

For Personal Property described under "Special Limits of Insurance" we will not pay more than the applicable limit.

#### **Actual Cash Value**

**Actual Cash Value** means the cost of replacement less any depreciation. In determining depreciation, we will consider the condition immediately before the damage, the resale value and the normal life expectancy.

#### **DEFINITIONS (Applicable to Section II)**

Words and phrases that appear in **bold** have special meaning as defined below. "You" and "your" refer to the **Insured**. "We", "us" and "our" refer to Optimum Insurance Company Inc.

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

**Business Property** means property on which a business is conducted, property rented in whole or in part to others, or held for rental.

**Electronic Communication** means communication by means of websites, private networks or applications. This includes, but is not limited to, social media, forum postings, networking, blogging, emails or text messages through which you create or share information, ideas, messages, photographs, videos and other content.

**Insured** in this Section has the same meaning as in Section I.

In addition, we will insure:

- any person or organization legally liable for damages caused by a watercraft or animal owned by you, and to which this insurance applies. This does not include anyone using or having custody of the watercraft or animal in the course of any business or without the owner's permission;
- any person while performing duties as your residence employee;
- your legal representative having temporary custody of the insured premises, if you die while insured by this policy, for legal liability arising out of the insured premises;
- any person who is insured by this policy at the time of your death and who continues residing on the insured premises.

**Legal Liability** means responsibility which courts recognize and enforce between persons who sue one another.

**Property Damage** means damage to, or destruction of, or loss of use of tangible property.

All other definitions mentioned in Section I have the same meaning in this Section.

#### **COVERAGES (Applicable to Section II)**

This insurance applies only to accidents or occurrences which take place during the period this policy is in force.

The **amounts of insurance** are shown on the **Coverage Summary - Declarations**. Each person insured is a separate **Insured** but this does not increase the limit of insurance.

Defence costs and supplementary expense payments as described under DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS are in addition to the **amount of insurance**.

#### **Coverage E - Legal Liability**

This is the part of the policy you look to for protection if you are sued.

#### **Premises Liability**

We will pay all sums which you become legally liable to pay as compensatory damages because of unintentional **bodily injury**  or **property damage** arising out of your ownership, use or occupancy of the **premises** as defined in Section II.

The **amount of insurance** shown on the **Coverage Summary - Declarations** is the maximum amount we will pay for all compensatory damages in respect of one accident or occurrence regardless of the number of **Insureds** against whom claims are made or actions are brought.

YOU ARE NOT INSURED for claims made against you arising from:

- liability you have assumed by contract unless your legal liability would have applied even if no contract had been in force, but we do insure claims made against you for the legal liability of other persons in relation to your premises that you have assumed under a written contract.
- bodily injury or property damage arising out of the ownership, maintenance, use, operation or entrustment to others of any motorized vehicle, amphibious vehicle, air cushion vehicle, aircraft, trailer or watercraft except those for which coverage is provided in this policy;
- damage to property presently or previously owned by an Insured;
- damage to property presently or previously used, occupied, leased or rented by or in the care, custody or control of an Insured;
- 5. damage to personal property or fixtures as a result of work done on them by you or anyone on your behalf;
- bodily injury to you or to any person residing in your household other than a residence employee.

#### **Defence, Settlement, Supplementary Payments**

We will defend any suit which makes claims against you for which you are insured under Coverage E - Legal Liability and which alleges **bodily injury** or **property damage** and seeks compensatory damages, even if it is groundless, false or fraudulent. We reserve the right to select legal counsel, investigate, negotiate and settle any claim or suit if we decide this is appropriate. We will pay only for the legal counsel we select.

In addition to the **amount of insuranc**e under Coverage E - Legal Liability, we will pay:

- all expenses which we incur;
- all costs charged against you in any suit insured under Coverage E;
- any interest accruing after judgement on that part of the judgement which is within the amount of insurance of Coverage E;
- premiums for appeal bonds required in any insured lawsuit involving you and bonds to release any property that is being held as security, up to the amount of insurance, but we are not obligated to apply for or provide these bonds;
- expenses which you have incurred for emergency medical or surgical treatment to others following an accident or occurrence insured by this policy;
- reasonable expenses, including actual loss of income up to \$100 per day, which you incur at our request.

There are other exclusions that apply to all Coverages under Section II entitled LOSS OR DAMAGE NOT INSURED.

#### **Condominium Loss Assessment**

If you are a **Condominium Unit Owne**r, we will for your share of special assessments if:

- The assessment(s) is valid under the Condominium Corporation's governing rules; and
- The assessment(s) is made necessary by the liability of the Condominium Corporation for occurrence(s) to which this Section of the form applies;

We will not pay more than \$2,500 for that part of the assessment made necessary by a deductible in the insurance policy of the **Condominium Corporation.** 

This coverage is subject to all the terms and conditions under COVERAGE E and does not increase the amount of insurance under COVERAGE E.

#### **Coverage F - Voluntary Medical Payments**

We will pay reasonable medical expenses, incurred within one (1) year of the date of the accident, if you unintentionally injure another person or if they are accidentally injured on your **premises**. This coverage is available even though you are not legally liable. Medical expenses include surgical, dental, hospital, nursing, ambulance service and funeral expenses.

The **amount of insurance** shown on the **Coverage Summary - Declarations** is the maximum amount we will pay for each person in respect of one accident or occurrence.

WE WILL NOT PAY:

- expenses covered by any medical, dental, surgical or hospitalization plan or law, or under any other insurance contract; your medical expenses or those of persons residing with you, other than residence employees;
- medical expenses of any person covered by any workers' compensation, disability benefits, unemployment compensation or any similar law.

There are other exclusions that apply to all Coverages under Section II entitled LOSS OR DAMAGE NOT INSURED.

If requested by us, you must arrange for the injured person(s) to:

- give us written proof of loss as soon as possible, under oath if required;
- submit to physical examination at our expense by doctors we select as often as we may reasonably require;
- authorize us to obtain medical and other records.

Proofs and authorizations may be given by someone acting on behalf of the injured person.

# Coverage G - Voluntary Payment For Damage To Property

We will pay for unintentional direct damage you cause to property even though you are not legally liable. You may also use this coverage to reimburse for direct **property damage** caused intentionally by an **Insured** twelve (12) years of age or under.

WE DO NOT INSURE:

 damage to property owned or rented by an Insured or an Insured's tenant;

- damage to property which is insured under Section I;
- claims resulting from the loss of use, disappearance or theft of property.

We will pay whichever is the lower amount of:

- the Actual Cash Value of the property at the time of loss.
   Actual Cash Value means the cost of replacement less any depreciation. In determining depreciation, we will consider the condition immediately before the damage, the resale value and the normal life expectancy;
- what it would cost to repair or replace the property with materials of similar quality at the time of loss;
- the amount shown on the Coverage Summary -Declarations.

We may pay for the loss in money or may repair or replace the property, and may settle any claim for loss of property either with you or the owner of the property. We may take over any salvage if we wish.

Within sixty (60) days after the loss, you must give us a written proof of loss, under oath if required, containing the following information:

- the date, time, place and circumstances of the accident or occurrence:
- the interest of all persons in the property affected;

If requested by us, you must help us verify the damage.

There are other exclusions that apply to all Coverages under Section II entitled LOSS OR DAMAGE NOT INSURED.

#### **SPECIAL LIMITATIONS**

#### Watercraft

YOU ARE NOT INSURED for claims made or action brought against you for **bodily injury** or **property damage** arising out of the ownership, maintenance, use, operation or entrustment to others of any watercraft.

#### **Motorized Vehicles**

YOU ARE NOT INSURED for claims made or action brought against you for **bodily injury** or **property damage** arising from the ownership, maintenance, use or operation of any motorized vehicles, except as follows:

#### **Motorized Vehicles You Own**

You are insured against claims arising out of your ownership, maintenance, use or operation of the following, while on your **premises:** 

- self-propelled lawn mowers, snow blowers, garden-type tractors, or gardening implements, of not more than 26 kW (35 H.P.), used or operated mainly on your property, provided they are not used for compensation or hire;
- motorized wheelchairs, including motorized scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability.

WE DO NOT INSURE the use or operation of any motorized vehicle while it is:

- used for carrying passengers for compensation;
- used for business purposes;

- used in any race or speed test;
- rented to others.

#### **Business Activities**

You are not insured against claims arising out of any **business** activity

#### **Rental Activities**

We insure you against claims arising out of:

- the rental in whole or in part of the dwelling or unit to others for residence purposes;
- the rental of residential buildings containing no more than six (6) units, provided no family unit includes more than two (2) unrelated occupants;
- the rental to others, or holding for rent, of not more than three (3) car spaces or stalls in garages or stables;

Claims arising from any other rental activity are insured only if liability coverage for it is shown on the **Coverage Summary - Declarations**.

#### LOSS OR DAMAGE NOT INSURED

WE DO NOT INSURE claims arising from:

- war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
- bodily injury or property damage which is required to be insured under a nuclear energy liability policy issued by the Nuclear Insurance Association of Canada, or any other group or pool of Insurers regardless of exhaustion of such policy limits or its termination;
- business pursuits or any business use of the premises except as provided for under this policy or specified on the Coverage Summary - Declarations;
- 4. the rendering or failure to render any professional service;
- 5. liability imposed upon or assumed by you under any workers' compensation statute;
- a) erasure, destruction, corruption, misappropriation, misinterpretation of **data**;
  - b) erroneously creating, amending, entering, deleting or using data;
- bodily injury or property damage resulting directly or indirectly from any intentional or criminal acts or failure to act by:
  - a) any person insured by this policy; or
  - any other person at the direction of any person insured by this policy;
- 8. a) any damages arising out of discrimination due to age, race, colour, sex, creed, national origin or religion:
  - b) sexual, physical, psychological or emotional abuse, molestation or harassment, including corporal punishment by, at the direction of, or with the knowledge of any person insured by this policy; or
  - c) failure of any person insured by this policy to take steps to prevent sexual, physical, psychological or

emotional abuse, molestation or harassment or corporal punishment;

- 9. a) an electronic communication; or
  - failure by any person insured by this policy to take steps to prevent an electronic communication which results in bodily injury or property damage;

Such loss or damage is excluded regardless of any other cause or event than contributes concurrently or in any sequence to the loss;

- 10. the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's rights of privacy.
- 11. the ownership, maintenance, use or operation of any aircraft or **premises** used as an airport, or landing facility and all related activities to either:
- 12. the ownership, maintenance, use or operation of any watercraft, motorized vehicle or trailer except as provided for under under this policy or specified on the Coverage Summary - Declarations;
- 13. a) any communicable disease including communicable disease order:
  - b) the fear or threat (whether actual or perceived) of a communicable disease including communicable disease order:
- 14. a) any damages arising out of discrimination due to age, race, colour, sex, creed, national origin or religion;
  - sexual, physical, psychological or emotional abuse, molestation or harassment, including corporal punishment by, at the direction of, or with the knowledge of any person insured by this policy; or
  - c) failure of any person insured by this policy to take steps to prevent sexual, physical, psychological or emotional abuse, molestation or harassment or corporal punishment;
- 15. Punitive or exemplary damages, meaning that part of the award by a court which is in excess of compensatory damages and is stated or intended to be a punishment to you:
- 16. a) bodily injury, property damage or medical payments or any other cost, loss or expense incurred by others arising directly or indirectly from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any fungi or spores however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of fungi or spores; or
  - any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with (a) above; or
  - any obligation to pay damages, share damages with or repay someone else who must pay damages because of such injury or damage referred to in (a) or (b) above.

This exclusion applies regardless of the cause of the loss or damage, other causes of injury, damage, expense or costs or whether other causes acted concurrently or in any sequence to produce the injury, damage, expenses or costs.

This exclusion does not apply to claims arising out of any **fungi** or **spores** that are contained in food products, which have been manufactured, sold, distributed or served by the **Insured**.

- 17. a) **bodily injury** or **property damage** arising out of any actual, alleged or threatened spill, discharge, dispersal, release, escape or seepage of **pollutants**:
  - at or from any premises owned, rented or occupied by an Insured;
  - at or from any site or location used by or for any Insured or others for the handling, storage, disposal, processing or treatment of waste;
  - which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any **Insured** or any person or organization for whom the **Insured** may be legally responsible; or
  - 4) at or from any site or location on which any Insured or any contractors or subcontractors working directly or indirectly on behalf of any Insured are performing operations:
    - a) if the **pollutants** are brought on or to the site or location in connection with such operations;
       or
    - b) if the operations are to test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize the **pollutants**.

Sub-paragraphs 1) and 4) a) of paragraph a. of this exclusion do not apply to **bodily injury** or **property damage** caused by:

- heat, smoke or fumes from a fire which becomes uncontrollable or breaks out from where it was intended to be; or
- ii) an unexpected or unintentional discharge, dispersal, release, escape or seepage of pollutants provided such discharge, dispersal, release, escape or seepage of pollutants:
  - results in the injurious presence of **pollutants** in or upon land, the atmosphere, drainage or sewage system, watercourse or body of water; and
  - 2) is detected within 120 hours after the commencement of the discharge, dispersal, release, escape or seepage; and
  - is reported to us within 120 hours of being detected; and
  - does not occur in a quantity or with a quality that is routine or usual to the business of the Insured.
- any loss, cost or expense arising out of any government direction or request that any **Insured** test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize unless such loss, cost or expense is consequent upon **bodily injury** or **property damage** covered by this policy.

WE DO NOT INSURE any claim arising:

18. directly or indirectly, in whole or in part, out of **Terrorism** or out of any activity or decision of a government agency or other entity to prevent, respond to or terminate **Terrorism**.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the claim.

#### **CONDITIONS (COVERAGES E, F AND G)**

#### **Notice Of Accident Or Occurrence**

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

- your name and policy number;
- the date, time, place and circumstances of the accident or occurrence including the name and address of each injured person;
- names and addresses of witnesses and potential claimants.

#### **Co-Operation**

You are required to:

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

#### **Unauthorized Settlements - Coverage E**

You shall not, except at your cost, voluntarily make any payment, assume any obligations or incur expenses, other than first aid expenses necessary at the time of accident.

#### **Action Against Us - Coverage E**

You shall not bring action against us:

- until you have fully complied with all the terms of this policy, nor until the amount of your obligation to pay has been finally determined, either by a judgement against you or by an agreement which has our consent;
- more than one (1) year after either the date of an agreement which has our consent or of the final determination of the action against you, including appeals, if any.

#### Action Against Us - Coverages F and G

You shall not bring suit against us until you have fully complied with all the terms of this policy, nor until sixty (60) days after the required proof of loss has been filed with us.

#### SECTION III - OPTIONAL COVERAGES, CONDITIONS AND EXCLUSIONS

The following Optional Coverages, Conditions and Exclusions alter coverage under your policy. Please read carefully.

All definitions mentioned in Section I have the same meaning in this Section and apply unless otherwise specified.

#### Municipal By-Laws

130350N 2020-01

We will pay up to the amount specified on the **Coverage Summary – Declarations**, to provide the following coverage at the location specified, only as a result of an Insured Peril:

- loss occasioned by the demolition of any undamaged portion of the buildings or structures; or
- the cost of demolishing and clearing the site of any undamaged portion of the buildings or structures; or
- any increase in the cost of repairing, replacing, constructing or reconstructing the buildings or structures on the same site, of like height, floor area and style, and for the same use or occupancy;

arising from the enforcement of the minimum requirements of any by-law, regulation, ordinance or law which:

- regulates zoning or the demolition, repair or reconstruction of damaged buildings or structures; and
- is in force at the time of such loss or damage.

We shall not be liable under this extension for losses occasioned by the enforcement of any by-law, regulation, ordinance or law which prohibits an **Insured** from rebuilding or repairing on the same site or prohibits continuance of like occupancy.

All other terms, limitations and conditions of the policy remain unchanged.

#### Rental or Rental Value

130460IC 2020-01

We insure the **gross rent or rental value** of the **dwelling** or **unit** specified on the **Coverage Summary - Declarations**, attachments and extensions forming part of the **dwelling** or **unit**, subject to the terms and conditions of this endorsement.

#### **Definitions**

Gross rent or rental value means the sum of:

- The actual total annual gross rent or rental value of the occupied portion of the dwelling or unit.
- The estimated annual rental value of the unoccupied portion of the dwelling or unit.
- A fair rental value of the portion, if any, of the dwelling or unit that you occupy.

#### **Insured Perils**

You are insured against the same perils that apply to the **dwelling** or **unit**, shown on the **Coverage Summary – Declarations**, to which the this endorsement is attached.

#### **Loss or Damage Not Insured**

For the purpose of this endorsement, the following exclusions are added to those described under SECTION I - LOSS OR DAMAGE NOT INSURED of the policy.

WE DO NOT INSURE:

- 1. Any increase of loss due to interference at the described **premises** by strikers or other persons while rebuilding, repairing, or replacing the property.
- 2. Loss due to the suspension, lapse or cancellation of any lease, licence or contract which may affect your **gross rent or rental value** after the period following any loss during which this insurance is payable.

#### **Special Conditions**

#### Co-Insurance

The insurance is provided and the rate of premium is calculated on the agreement that you maintain insurance in the amount equal to 100% of the **gross rent or rental value** of the insured **dwelling**. The **gross rent or rental value** definition in this endorsement is used to calculate the **amount of insurance** required to comply with this condition. If you do not maintain a sufficient **amount of insurance** to comply with this condition, you will be responsible for the difference between the limit of insurance and the required amount and you will bear that proportion of any loss that may occur.

# Basis of Claim Payment

We will pay the reduction in **gross rent or rental value** directly resulting from the **dwelling** or **unit** being untenantable as a result of loss or damage to the **dwelling** or **unit** by an Insured Peril up to the actual amount of loss sustained by you, for a

SECTION III Page 1 of 3

period not exceeding twelve (12) consecutive calendar months. We will not pay for any charges or expenses which do not continue while the **dwelling** or **unit** is untenantable. Payment will commence on the date loss or damage occurs and will cease on the date the **dwelling** or **unit** is tenantable. Repair, rebuilding and replacement of the portion of the **dwelling** or **unit** damaged or destroyed must be completed within a reasonable period of time.

#### Interruption by Civil Authority

If access to the insured **dwelling** or **unit** is prohibited by order of **civil authority** as a direct result of damage to neighbouring premises caused by a peril insured on this policy, we insure actual loss of **gross rent or rental value**, as described in this endorsement, for the amount of time access is prohibited up to a maximum of two (2) weeks.

All other terms, limitations and conditions of the policy remain unchanged.

## Sewer Backup

130510IC 2020-01

#### **Definitions**

The meaning of the words defined in Section I and appear in **bold** of the Policy, to which this endorsement is attached, apply unless otherwise specified. For the purpose of this endorsement:

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

**Overland Water** means water that accumulates upon or submerges land which is usually dry resulting from:

- the unusual and rapid accumulation or run off of surface waters from any source, including torrential rainfall
- the rising or, breaking out or the overflow of any body of fresh water

#### Service Line means:

- the line or pipe that connects from the exterior of your dwelling or detached private buildings to a public sewer system or private septic system.
- the line or pipe carrying fresh potable water that connects from the exterior of your **dwelling** or detached private buildings to a public water supply system, private well system, and cistern or retention pond.

**Sewer Backup** means loss or damage caused by the sudden and accidental escape of sewage or water which enters your **dwelling**, **unit** or detached private structures from a:

- sewer on your **premises**;
- septic system on your premises;
- sump located within your dwelling, unit or detached private structures;
- drain located within or on your dwelling, unit or detached private structures on your premises; or
- eavestrough or downspout provided that the water has not entered through a basement or foundation wall.

#### **Conditions**

With respect to the coverages provided for by this endorsement, all causes or events that occur within 168 consecutive hours of the first cause or event causing loss or damage is considered as one occurrence.

The expiration of the policy will not reduce the 168 hour

period; however we will not pay for any loss or damage which occurred before the insurance provided by this endorsement is effective or after it has expired.

#### Coverage

When this endorsement is shown on the **Coverage Summary-Declarations**, you are insured against direct physical loss or damage by **sewer backup**.

#### **Loss or Damage Not Insured**

We DO NOT INSURE loss or damage:

- if flood or overland water directly or indirectly contributes concurrently or in any other sequence to the loss or damage;
- 2. if **surface waters** enter your **dwelling**, **unit** or detached private buildings on your **premises** and directly or indirectly contributes to the loss or damage;
- caused by, resulting from, contributed to, or aggravated by, continuous or repeated seepage or leakage of water, howsoever, whether by external or natural causes;
- 4. caused by **ground water** or rising of the water table;
- 5. occurring while your **dwelling** or **unit** is under construction or **vacant** even if we have given permission for construction or vacancy. These exclusions apply whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any other sequences to the occasioning of the loss or damage.

#### **Extensions of Coverage**

The following extensions apply to Homeowners, Rented Dwelling and Seasonal Dwelling forms only

#### 1. Sewer Backup Preventive Coverage

Following a covered **sewer backup** loss, we will pay you an additional amount up to \$1,000 for expenses incurred by you for the installation in your **dwelling** of a sewer backup preventive device. Recognized sewer back up preventive devices are:

- a) a normally open backwater valve installed on the main line:
- b) a sump pump with a backup power system;

#### 2. Service Line Coverage

SECTION III Page 2 of 3

We will pay for direct physical loss or damage to a **service line** up to a maximum limit of \$10,000.

The **service line** must be located on the **premises** shown on the **Coverage Summary - Declarations** and the line(s) must be owned by you or you must be legally liable for the repair or replacement.

#### Coverages

We agree to repair or replace your **service line** due to direct physical loss or damage resulting from a leak, break, tear, rupture or collapse of the line.

We will also pay:

- 1. the reasonable and necessary excavation costs to repair or replace the damaged **service line**.
- the reasonable and necessary costs to repair or replace your outdoor property, including but not limited to trees, shrubs, plants, lawns, walkways and driveways, that is damaged or excavated during the course of making repairs to your service line. We will not pay more than \$1,000 for any one tree, plant or shrub including debris removal expenses.

#### Loss or Damage Not Insured

We do not insure loss or damage arising directly or indirectly from:

- 1. a blockage or low pressure of the **service line**;
- treatment, removal, recovery or disposal of pollutants or hazardous material;
- breakdown arising from the disconnection from or interruption to the utility main line.

We do not insure loss or damage to a **service line** that:

- runs through or under a body of water, including but not limited to a swimming pool, pond or lake;
- 2. is not connected and ready for use.

#### Special Conditions

For the purposes of this endorsement only, the following exclusions in your policy do not apply:

- loss or damage caused by rust, corrosion, wet or dry rot;
- loss or damage caused by settling, expansion, contraction, moving, bulging, buckling or cracking of pavements, patios, foundations, walls, floors, roofs or ceilings;
- 3. loss or damage caused by water;
- 4. loss or damage caused by wear and tear, inherent vice, latent defect or deterioration;
- 5. the cost of making good faulty material or workmanship.

#### **Amount of Insurance**

We will pay up to the **amount of insurance** shown on the **Coverage Summary - Declarations** for loss or damage insured under this endorsement.

The coverage provided by this endorsement does not increase the **amount of insurance** set out in Section I of your policy.

#### **Deductible**

Sewer Backup coverage is subject to its own deductible. We are responsible only for the amount by which the insured loss or damage exceeds the deductible(s) applying to the coverages afforded under this endorsement as shown on the **Coverage Summary - Declarations**.

All other terms, limitations and conditions of the policy remain unchanged

SECTION III Page 3 of 3

#### SECTION IV - CONDITIONS

Statutory Conditions 1, 3, 4, 5 and 15 only apply to forms specifically covering liability for bodily injury, property damage, medical payments and voluntary compensation for residence employees. Otherwise, all of the conditions set forth under the titles Statutory Conditions and Additional Conditions apply with respect to all of the perils insured by this policy except where these conditions may be modified or supplemented by the forms or endorsements attached.

#### STATUTORY CONDITIONS (Required By Law)

#### 1. MISREPRESENTATION

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

#### 2. PROPERTY OF OTHERS

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

#### 3. CHANGE OF INTEREST

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

#### 4. MATERIAL CHANGE

Any change material to the risk and within the control and knowledge of the Insured avoids the contract as to the part affected thereby, unless the change is promptly notified in writing to the Insurer or its local agent, and the Insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the contract, or may notify the Insured in writing that, if he desires the contract to continue in force, he must, within fifteen days of the receipt of the notice, pay to the Insurer an additional premium, and in default of such payment the contract is no longer in force and the Insurer shall return the unearned portion, if any, of the premium paid.

#### 5. TERMINATION

- (1) This contract may be terminated:
  - a) by the Insurer giving to the Insured fifteen days notice of termination by registered mail or five days written notice of termination personally delivered or prepaid courier if there is a record by the person who delivered it that the notice has been sent;
  - b) by the Insured at any time on request.
- (2) Where this contract is terminated by the Insurer:
  - a) the Insurer shall refund the excess of premium actually paid by the Insured over the proportionate premium for the expired time, but in no event shall the proprortionate premium for the expired time be deemed to be less than any minimum retained premium specified; and
  - b) the refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.

- (3) Where this contract is terminated by the Insured, the Insurer shall refund as soon as practicable the excess of premium actually paid by the Insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.
- (4) The refund may be made by money, postal or express company money order or cheque payable at par.
- (5) The fifteen days mentioned in clause (1) (a) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

#### 6. REQUIREMENTS AFTER LOSS

- (1) Upon the occurrence of any loss of or damage to the insured property, the Insured shall, if the loss or damage is covered by the contract, in addition to observing the requirements of conditions 9, 10 and 11:
  - (a) forthwith give notice thereof in writing to the Insurer:
  - (b) deliver as soon as practicable to the Insurer a proof of loss verified by a statutory declaration:
    - giving a complete inventory of the destroyed and damaged property and showing in detail quantities, costs, actual cash value and particulars of amount of loss claimed;
    - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the Insured knows or believes;
    - (iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the Insured;
    - (iv) showing the amount of other insurances and the names of other insurers;
    - (v) showing the interest of the Insured and of all others in the property with particulars of all liens, encumbrances and other charges upon the property;
    - (vi) showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract;
    - (vii) showing the place where the property insured was at the time of loss;
  - (c) if required, give a complete inventory of undamaged property and showing in detail quantities, costs and actual cash value;
  - (d) if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by

statutory declaration, and furnish a copy of the written portion of any other contract.

(2) The evidence furnished under clauses (1)(c) and (d) of this condition shall not be considered proofs of loss within the meaning of conditions 12 and 13.

#### 7. FRAUD

Any fraud or wilfully false statement in a statutory declaration in relation to any of the above particulars vitiates the claim of the person making the declaration.

#### 8. WHO MAY GIVE NOTICE AND PROOF

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

#### 9. SALVAGE

- (1) The Insured, in the event of any loss or damage to any property insured under the contract, shall take all reasonable steps to prevent further damage to such property so damaged and to prevent damage to other property insured hereunder including, if necessary, its removal to prevent damage or further damage thereto.
- (2) The Insurer shall contribute proportionately towards any reasonable and proper expenses in connection with steps taken by the Insured and required under subcondition (1) of this condition according to the respective interests of the parties.

#### 10. ENTRY, CONTROL, ABANDONMENT

After loss or damage to insured property, the Insurer has an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and, after the Insured has secured the property, a further right of access and entry sufficient to enable them to make appraisement or particular estimate of the loss or damage, but the Insurer is not entitled to the control or possession of the insured property, and without the consent of the Insurer there can be no abandonment to it of insured property.

#### 11. APPRAISAL

In the event of disagreement as to the value of the property insured, the property saved or the amount of the loss, those questions shall be determined by appraisal as provided under the *Insurance Act* before there can be any recovery under this contract whether the right to recover on the contract is disputed or not, and independently of all other questions. There shall be no right to an appraisal until a specific demand therefor is made in writing and until after the proof of loss has been delivered.

#### **12. WHEN LOSS PAYABLE**

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

#### 13. REPLACEMENT

- (1) The Insurer, instead of making payment, may repair, rebuild or replace the property damaged or lost, giving written notice of its intention so to do within thirty days after receipt of the proofs of loss.
- (2) In that event the Insurer shall commence to so repair, rebuild or replace the property within forty \( \) five days after receipt of the proofs of loss, and shall thereafter proceed with all due diligence to the completion thereof.

#### 14. ACTION

Every action or proceeding against the Insurer for the recovery of a claim under or by virtue of this contract is absolutely barred unless commenced within \*one (1) year next after the loss or damage occurs.

#### 15. NOTICE

- (1) Written notice may be given to the Insurer in the following ways:
  - 1. It may be personally delivered at the chief agency or head office of the Insurer in the Province.
  - It may be sent by registered mail to the chief agency or head office of the Insurer in the Province.
  - 3. It may be delivered by electronic means.
- (2) Written notice may be given to the Insured named in the contract in the following ways:
  - 1. It may be personally delivered.
  - 2. It may be delivered by prepaid courier to the latest address of the Insured on the records of the Insurer if there is a record by the person who has delivered it that the notice has been sent.
  - 3. It may be sent by registered mail to the latest address of the Insured on the records of the Insurer.
  - 4. It may be delivered by electronic means, if the Insured consents to delivery by electronic means.
- (3) In this condition, the expression "registered" means registered in or outside Canada.

#### **ADDITIONAL CONDITIONS**

#### 1. NOTICE TO AUTHORITIES

Where the loss is due to a malicious act, burglary, robbery, theft or attempt thereat, or is suspected to be so due, the Insured shall give immediate notice thereof to the police or other authorities having jurisdiction.

#### 2. NO BENEFIT TO BAILEE

It is warranted by you that this insurance shall in no way enure directly or indirectly to the benefit of any carrier or other bailee.

#### 3. PAIR AND SET

In the case of loss of or damage to any article or articles, whether scheduled or unscheduled, which are a part of a set, the measure of loss of or damage to such article or articles shall be a reasonable and fair proportion of the total value of the set, but in no event shall such loss or damage be construed to mean total loss of the set.

#### 4. PARTS

In the case of loss of or damage to any part of the insured property whether scheduled or unscheduled, consisting, when complete for use, of several parts, we are not liable for more than the insured value of the part lost or damaged, including the cost of installation.

#### 5. SUE AND LABOUR

It is your duty in the event that any property insured hereunder is lost to take all reasonable steps in and about the recovery of such property. We shall contribute pro-rata towards any reasonable and proper expenses in connection with the foregoing according to the respective interests of the parties.

#### 6. BASIS OF SETTLEMENT

Unless otherwise provided, we are not liable beyond the actual cash value of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused, and shall in no event exceed what it would then cost to repair or replace the same with material of like kind and quality.

#### 7. SUBROGATION

We will be entitled to assume all your rights of recovery against others and may bring action in your name to enforce these rights when we make payment or assume liability under this policy.

Where the net amount recovered after deducting the costs of recovery is not sufficient to provide a complete indemnity for the loss or damage suffered, the amount shall be divided between you and us in the proportion in which the loss or damage has been borne by each of us respectively.

If you are a Condominium Unit Owner, we agree to waive our rights to any claim against the Condominium

Corporation, its Director, Property Managers, agents and employees, except for arson, fraud or vehicle impact.

We shall not consider independent contractors as being agents or employees of the Condominium Corporation, its Directors, Property Managers or of the unit owners.

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

#### 8. DUTIES AFTER LOSS

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

- submit to examination under oath,
- produce for examination all documents in your possession or control that relate to the application for insurance and Proof of Loss, and
- permit extracts and copies of such documents to be made.

all at a reasonable place and time designated by us.

#### 9. CANADIAN CURRENCY

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

#### 10. INSURANCE UNDER MORE THAN ONE COVERAGE

In the event that more than one coverage, part or endorsement of this policy insures the same loss, damage or claim, payment shall not exceed the actual loss or damage sustained by you.

#### 11. INSURANCE UNDER MORE THAN ONE POLICY

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

#### 12. LIBERALIZATION CLAUSE

If we adopt any revision which would broaden coverage under this policy without any additional premium during the policy term, the broadened coverage will immediately apply to any loss occurring after the effective date of such adoption and publication.

#### 13. CHANGES IN POLICY

This policy contains all the agreements between you and us concerning the insurance afforded. No waiver or change of any provision of this policy may be made except by us in writing.

#### 14. AMOUNTS NOT REDUCED

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

#### **Short Rate Cancellation Table (% of premium to retain)**

Applicable to all Residential risks except Recreational Vehicles and Trailers

Time on	risk	Time on	risk	Time on	risk	Time on	risk	Time on	risk	Time on	risk	Time on	risk
Days	Retain	Days	Retain	Days	Retain	Days	Retain	Days	Retain	Days	Retain	Days	Retain
1 - 3	8%	54 - 57	22%	108 - 111	36%	162 - 165	50%	216 - 219	64%	269 - 272	78%	323 - 326	92%
4 - 7	9%	58 - 61	23%	112 - 115	37%	166 - 169	51%	220 - 222	65%	273 - 276	79%	327 - 330	93%
8 - 11	10%	62 - 65	24%	116 - 119	38%	170 - 172	52%	223 - 226	66%	277 - 280	80%	331 - 334	94%
12 - 15	11%	66 - 69	25%	120 - 122	39%	173 - 176	53%	227 - 230	67%	281 - 284	81%	335 - 338	95%
16 - 19	12%	70 - 73	26%	123 - 126	40%	177 - 180	54%	231 - 234	68%	285 - 288	82%	339 - 341	96%
20 - 23	13%	74 - 76	27%	127 - 130	41%	181 - 184	55%	235 - 238	69%	289 - 292	83%	342 - 345	97%
24 - 26	14%	77 - 80	28%	131 - 134	42%	185 - 188	56%	239 - 242	70%	293 - 296	84%	346 - 349	98%
27 - 30	15%	81 - 84	29%	135 - 138	43%	189 - 192	57%	243 - 245	71%	297 - 299	85%	350 - 353	99%
31 - 34	16%	85 - 88	30%	139 - 142	44%	193 - 195	58%	246 - 249	72%	300 - 303	86%	354 - 365	100%
35 - 38	17%	89 - 92	31%	143 - 146	45%	196 - 199	59%	250 - 253	73%	304 - 307	87%		
39 - 42	18%	93 - 96	32%	147 - 149	46%	200 - 203	60%	254 - 257	74%	308 - 311	88%		
43 - 46	19%	97 - 99	33%	150 - 153	47%	204 - 207	61%	258 - 261	75%	312 - 315	89%		
47 - 49	20%	100 - 103	34%	154 - 157	48%	208 - 211	62%	262 - 265	76%	316 - 318	90%		
50 - 53	21%	104 - 107	35%	158 - 161	49%	212 - 215	63%	266 - 268	77%	319 - 322	91%		

#### **Cancellation of Policy**

This contract may be terminated:

- a) by the Insurer giving to the Insured fifteen days notice of cancellation by registered mail or five days written notice of termination personally delivered.
- b) by the Insured at any time on request.

Where the contract is terminated by the Insurer:

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

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

💸	
Cancellation of policy (at Insured's request)	
I/We hereby agree that policy number <b>50026459</b> issued	by The Insurer <b>Optimum Insurance Company Inc.</b>
in the name of Savanna Torrinha, Phil Torrinha	
together with any renewal certificates relating thereto, are	e cancelled as from / / (Day/Month/Year)
and that the Insurer be relieved from all liability thereund	er from said date.
Signature of Insured	Signature of Insured