



Technology Insurance Company, Inc.
An AmTrust Financial Company

1145 Nicholson Road, Unit 2, Newmarket, Ontario L3Y 9C3

RESIDENTS LIABILITY PROGRAM GROUP POLICY

This policy contains a clause that may limit the amount(s) payable.

For the purposes of the *Insurance Companies Act* (Canada), this policy was issued in the course of Technology Insurance Company, Inc.'s insurance business in Canada.

Group Policyholder: Happipad Technologies Inc.

Policy Number: CADREN000027

Address: 460 Doyle Ave #201, Kelowna, BC V1Y 0C2

Policy Period From September 1, 2024 to continue until cancelled.
12:01 a.m. Standard time at the address shown above

Coverage is provided for the term shown on the individual certificate declarations, subject to the terms and conditions of this group policy.

Maximum Coverage Limit selected per Certificate: **\$1,000,000**

Endorsements made a part of this policy at time of issuance:

REN-TIC-GP-0002 (02-23) - RESIDENTS LIABILITY PROGRAM GROUP POLICY

REN-TIC-GP-0003 (02-23) - LESSOR PLACED CERTIFICATE ENDORSEMENT

REN-TIC-GP-0004 (02-23) - MONTHLY TERM CERTIFICATE ENDORSEMENT

REN-TIC-GP-0005 (02-23) - ANIMAL LIABILITY SPECIAL LIMIT ENDORSEMENT

REN-CAD-TIC-SC1-0011 (02-23) - STATUTORY CONDITIONS

TIC-PN-ED-CAD-COMM (04-18) - ELECTRONIC DELIVERY - COMMERCIAL



Technology Insurance Company, Inc.
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This Group Policy together with its Declarations Page and Endorsements constitute the complete and sole coverage provided by this Group Policy.

In consideration of the payment of premium and in reliance upon the statements made in the Declarations Page of this Group Policy and subject to the conditions, provisions and other terms of this Group Policy, **Technology Insurance Company, Inc.** and the **Policyholder** agree as follows:

I. INSURING AGREEMENT

Subject to the terms, conditions and exclusions set forth in the **Certificates**, **We** hereby agree to cover all losses that are payable under the **Certificates** issued to a **Certificateholder**. This Group Policy applies only to such individually numbered and recorded **Certificates** issued to a **Certificateholder** during the Policy Period which have been reported to **us** and for which a premium has been paid.

II. DEFINITIONS

The following terms have specific meanings and appear in bold face type throughout this Group Policy:

- A. **Certificate** means any valid Certificate issued by or on behalf of the **Policyholder** to a **Certificateholder** on a form authorized and approved by **us** in writing.
- B. **Certificateholder** means the person whose name appears on the Certificate Declarations Page.
- C. **Policyholder** means the entity identified on the Declarations Page of this Group Policy.
- D. **We, us and our** means Technology Insurance Company, Inc.

III. LIMITS OF LIABILITY

Our liability under this Group Policy shall be no greater than the liability assumed under and in accordance with each **Certificate** issued.

IV. EXCLUSIONS

This Group Policy does not provide coverage:

- A. For any **Certificate** of insurance that is issued on a form that has not been approved in writing by **us**;
- B. For any loss, claims or damages that are not covered under the terms and provisions of the **Certificates** issued hereunder;
- C. For repair costs, expenses or any damages arising from the items and/or events specifically excluded under the terms and provisions of the **Certificates** issued hereunder;
- D. For any form of bodily injury or property damage, except as specifically stated in the **Certificates**;
- E. For any liability of any nature whatsoever based upon, arising out of, or in connection with, any actual or alleged violation of any applicable local, provincial, territorial, or federal regulation by the **Policyholder**, its agents or employees;
- F. For any liability arising out of a criminal act, omission, error, dishonesty or fraud of the **Policyholder**, its agents or employees;
- G. For any liability for consequential damages arising from the performance of the **Policyholder**, its agents or employees;
- H. For any liability of, or breach of duty by, anyone other than the **Certificateholders**;
- I. For any damages sustained as a result of any liability, any negligent acts, any tort, any wrongful acts by or at the direction of the **Policyholder**, its agents or employees, or a third party;
- J. For any obligation to provide a defense, defend any lawsuit or participate in any legal proceeding which the **Policyholder**, its agents or employees, or a third party is a party to, either on a direct or indirect basis, nor do



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We cover any expenses or costs incurred by the **Policyholder**, its agents or employees, or a third party for any of the above.

- K. For any liability of the **Policyholder**, its agents or employees arising from fines, penalties, or bad faith, punitive or exemplary damages.

V. GENERAL PROVISIONS

A. Legal Action Against Us

No legal action may be brought against **us** unless there has been full compliance with all of the terms and conditions of this policy and suit is filed within one year from the date of the occurrence. No one will have the right to join us as a party to any action against the **Policyholder** or **Certificateholder**.

B. Waiver or Change of Provisions

A waiver or change of any provision of this Group Policy must be in writing by **us** to be valid.

C. Assignment

Assignment of interest under this Group Policy shall not bind **us** unless **our** consent is endorsed hereto.

D. Bankruptcy or Insolvency

The bankruptcy or insolvency of the **Policyholder** shall not relieve **us** of **our** obligations under this Group Policy.

E. Cancellation

This Group Policy may be canceled by the **Policyholder** by surrendering the Group Policy to **us**, or by mailing to **us** written notice stating the future date cancellation is to take effect.

We may cancel this Group Policy by mailing written notice of cancellation to the **Policyholder** at least:

- (1) Fifteen (15) days prior to the effective date of cancellation if this Group Policy is canceled due to non-payment of premium; or
- (2) Thirty (30) days prior to the effective date of cancellation if this Group Policy is canceled for any other reason.

Cancellation of this Group Policy shall not affect the duties of the **Policyholder**, as set forth in this Group Policy, as to any **Certificate** issued during the term of the Group Policy and for which a premium was paid.

If the Group Policy is cancelled, the **Certificates** will remain in force until their expiration.

F. Conformity to Statute

Any provision of this Group Policy that is in conflict with applicable local, provincial, territorial, or federal laws in which this Group Policy is effective is hereby amended to conform to the minimum requirements of such law.

G. Liberalization Clause

If **we** make a change which broadens coverage under this edition of **our** policy without additional premium charge, that change will automatically apply to the **Certificateholder's** insurance as of the date **we** implement the change in the certificate, provided that this implementation date falls within 60 days prior to or during the policy period stated in the Declarations.

H. Entire Agreement

This Group Policy constitutes the entire agreement between the parties with respect to the matters set forth herein and supersedes all prior documents and understandings.

I. Inspection and Audit



Technology Insurance Company, Inc.
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1145 Nicholson Road, Unit 2, Newmarket, Ontario L3Y 9C3

We shall have the right to inspect the **Policyholder's** premises, books and records, as the same pertains to coverage under this Group Policy. This right shall extend until one (1) year after all **Certificates** issued by the **Policyholder** are no longer in effect. Neither **our** right to make inspections nor any report made thereon shall constitute an undertaking on behalf of, or for the benefit of, the **Policyholder** or others to determine or warrant that such property or operations are safe or in compliance with any law, rule or regulation.

J. **No Benefit to Bailee**

The insurance afforded by this Group Policy shall not benefit directly or indirectly to any carrier or other bailee.

K. **Reporting of Certificates**

If the **Policyholder** issues **Certificates** the **Policyholder** shall maintain and keep an accurate record of all **Certificates** issued. Within fifteen (15) days from the last day of each month, the **Policyholder** must forward to **us**, a copy of all **Certificates** issued in the preceding month.

L. **Representations**

By acceptance of this Group Policy, the **Policyholder** agrees that all statements contained in the Declarations Page of this Group Policy are complete and accurate and are the **Policyholder's** agreements and representations, and that this Group Policy is issued in reliance upon the truth of such representations.

M. **Rights of Recovery and Subrogation**

If **we** make any payment under this Group Policy, **we** shall be subrogated to all of the **Policyholder's** rights of recovery, to the extent of payment made. **We** shall have the right to participate with the **Policyholder** and any other insurer in the exercise of all of the **Policyholder's** rights of recovery against any person or organization. The **Policyholder** shall do nothing to impair or prejudice **our** rights and shall execute and deliver instruments and papers and do whatever is necessary to assist **us** in the enforcement of its rights.

After the **Policyholder** has been made whole, all amounts recovered by the **Policyholder** from third parties for which the **Policyholder** also received benefits under this Group Policy, shall belong to, and be paid to, **us** by the **Policyholder** up to the total amount of benefits paid by **us**.

N. **Territory**

The benefits provided under this Group Policy are only available for **Certificates** issued during the term of this Group Policy within Canada.

GOVERNING LAW

Subject to applicable laws, this Policy is governed by the laws of the Province or Territory of your residence (including any applicable federal laws of Canada), and any disputes under this policy will be settled in accordance with the laws of such Province or Territory, and any applicable federal laws of Canada.

Where the Policy is governed by the laws of British Columbia, Alberta, or Manitoba, every action or proceeding against an insurer for the recovery of insurance money payable under this Policy is absolutely barred unless commenced within the time set out in the *Insurance Act*.

CURRENCY

All benefits under this Policy will be paid in Canadian dollars, and all premiums under this policy will be paid in Canadian dollars.



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STATUTORY CONDITIONS

THESE STATUTORY CONDITIONS CHANGES THE POLICY. PLEASE READ IT CAREFULLY. IF THERE IS ANY CONFLICT BETWEEN THE POLICY, OTHER ENDORSEMENTS TO THE POLICY AND THESE STATUTORY CONDITIONS, THE TERMS OF THESE STATUTORY CONDITIONS SHALL APPLY.

STATUTORY CONDITIONS APPLICABLE TO BRITISH COLUMBIA, ALBERTA, SASKATCHEWAN, AND MANITOBA

If the Residents Liability Insurance Policy Limited Personal Property Coverage Endorsement is not a part of this Policy, only Statutory Conditions 2 through 5, and 14 (as listed below) apply to this Policy. If the Residents Liability Insurance Policy Limited Personal Property Coverage Endorsement is a part of this Policy, then all of the below Statutory Conditions apply to this Policy.

STATUTORY CONDITIONS APPLICABLE TO ALL PROVINCES AND TERRITORIES OTHER THAN BRITISH COLUMBIA, ALBERTA, SASKATCHEWAN, AND MANITOBA

The below Statutory Conditions are only deemed a part of this Policy where the Residents Liability Insurance Policy Limited Personal Property Coverage Endorsement is part of this Policy.

Signed for Technology Insurance Company, Inc.

Colleen Anne Sexsmith, 1145 Nicholson Road
Unit 2 Newmarket, Ontario, L3Y 9C3, **in her**
capacity as Chief Agent in Canada for
Technology Insurance Company, Inc.

For the purposes of the *Insurance Companies Act* (Canada), this policy was issued in the course of Technology Insurance Company, Inc.'s insurance business in Canada.



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RESIDENTS LIABILITY PROGRAM LESSOR PLACED CERTIFICATE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE GROUP POLICY. PLEASE READ IT CAREFULLY.

Under **V. GENERAL PROVISIONS**, section E. **Cancellation**, the last sentence is deleted and replaced by the following:

If the Group Policy is cancelled or **we** receive a request from the **Policyholder** for a **Certificate** to be cancelled for reasons other than:

- (1) The termination of the **Certificateholder's** lease;
- (2) The **Certificateholder** no longer resides at the insured location; or
- (3) The **Policyholder** has received proof of other acceptable insurance;

we will mail written notice of cancellation to the **Certificateholder** ten (10) days prior to the effective date of cancellation. Notice of cancellation will be mailed to the **Certificateholder's** last known mailing address.

Under **V. GENERAL PROVISIONS**, the following item O. is added:

A. **Special Condition**

The **Certificate** will cancel, with or without notice, upon the date the **Certificateholder's** lease is terminated, the **Certificateholder** no longer resides at the insured location or upon the date the **Policyholder** requests cancellation because they have received proof of other acceptable insurance meeting the insurance requirement of the **Certificateholder's** lease/rental agreement.

ALL OTHER TERMS AND PROVISIONS OF THE GROUP POLICY REMAIN THE SAME.



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RESIDENTS LIABILITY PROGRAM ANIMAL LIABILITY SPECIAL LIMIT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE GROUP POLICY. PLEASE READ IT CAREFULLY.

In consideration of a premium credit, section **III. LIMITS OF LIABILITY** of the Group Policy is replaced as follows:

III. LIMITS OF LIABILITY

Our liability under this Group Policy shall be no greater than the liability assumed under and in accordance with each **Certificate** issued.

The most we will pay for claims arising out of domestic pets or domestic animals owned, or in the care, custody and control of a **Certificateholder** shall be no greater than \$100,000 per occurrence.

ALL OTHER TERMS AND CONDITIONS OF THE GROUP POLICY REMAIN THE SAME.



Technology Insurance Company, Inc.
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1145 Nicholson Road, Unit 2, Newmarket, Ontario L3Y 9C3

RESIDENTS LIABILITY PROGRAM MONTHLY TERM CERTIFICATE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE GROUP POLICY. PLEASE READ IT CAREFULLY.

Under **V. GENERAL PROVISIONS**, section E. **Cancellation**, the last sentence is deleted and replaced by the following:

If the Group Policy is cancelled or **we** receive a request from the **Policyholder** for a **Certificate** to be cancelled for reasons other than:

- (1) The termination of the **Certificateholder's** lease; or
- (2) The **Certificateholder** no longer resides at the insured location;

we will mail written notice of cancellation to the **Certificateholder** ten (10) days prior to the effective date of cancellation. Notice of cancellation will be mailed to the **Certificateholder's** last known mailing address.

Under **V. GENERAL PROVISIONS**, section K. **Reporting of Certificates** is deleted and replaced by the following:

The **Policyholder** shall maintain and keep an accurate record of all **Certificates** issued and cancelled. Within fifteen (15) days from the last day of each month, the **Policyholder** must report to **us** all **Certificates** issued and cancelled in the preceding month.

Under **V. GENERAL PROVISIONS**, the following item O. is added:

O. Special Condition

The **Certificate** will cancel, with or without notice, upon the date the **Certificateholder's** lease is terminated or the **Certificateholder** no longer resides at the insured location.

ALL OTHER TERMS AND CONDITIONS OF THE GROUP POLICY REMAIN THE SAME.



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STATUTORY CONDITIONS

(Applicable in British Columbia, Alberta, Saskatchewan, and Manitoba)

These consolidated Statutory Conditions are subject to the following modifications:

- For insureds resident in British Columbia, Saskatchewan, or Manitoba:
 - the reference to “or recorded” contained in these Statutory Conditions is hereby deleted; and
 - the reference to “mail” in Section 5(4) is hereby deleted and replaced with “letter”.
- For insureds resident in Alberta, the reference to “registered or recorded mail” in these Statutory Conditions is amended to “recorded mail”.
- For insureds resident in Saskatchewan, Section 5(4) of these Statutory Conditions is hereby deleted and replaced with: “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.”

A. Misrepresentation

If a person applying for insurance falsely describes the property to the prejudice of the Company, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the Company 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.

B. Property of Others

The Company 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.

C. Change of Interest

The Company 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.

D. Material Change

1. The insured must promptly give notice in writing to the Company 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 the Company 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 the Company or its agent is notified of a change under subparagraph (1) of this condition, the Company 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 Company 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.

E. Termination

1. The contract may be terminated
 - (a) by the Company giving to the insured 15 days' notice of termination by registered or 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 Company,
 - (a) the Company 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 Company 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 or recorded letter or notification of it is delivered to the insured's postal address.

F. 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 Company,
 - (b) deliver as soon as practicable to the Company 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 Company, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and
 - (d) if required by the Company 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.

F. Fraud

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

G. 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.

H. 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 Company 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.

I. Entry, Control, Abandonment

After loss or damage to insured property, the Company 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 Company is not entitled to the control or possession of the insured property, and
 - ii. without the Company's consent, there can be no abandonment to it of the insured property.

J. 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 Company.

K. 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 Company.

L. Replacement

1. Unless a dispute resolution process has been initiated, the Company, 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 Company gives notice under subparagraph (1) of this condition, the Company 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.

M. Notice

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

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

POLICYHOLDER NOTICE

ELECTRONIC DELIVERY FOR COMMERCIAL POLICYHOLDERS

You have the following options regarding how you want to receive policies and notices.

- (1) To receive delivery of the policy and all notices in paper copy;
- (2) To receive delivery of the policy and all notices electronically; or
- (3) To receive delivery of the policy electronically but to receive all notices in paper copy.

Unless you tell us otherwise **we will use delivery option (3)**. Policies will be sent to the e-mail address we have on file. Notices will be mailed to the address shown on the declarations page of your policy.

To select option (1) or (2), please contact us by:

- (a) mailing written notice to us at the address shown below;
- (b) calling us at the telephone number shown below; or
- (c) transmitting notice to us electronically at the e-mail address shown below.

Please be sure to include your policy number on your notification and, if selecting delivery option (2), be sure to provide the e-mail address you want us to use.

Technology Insurance Company, Inc.
1145 Nicholson Road, Unit 2
Newmarket, Ontario L3Y 9C3
888-218-1070
SRCompliance@amtrustgroup.com

If you elect to allow this policy and notices and communications to be electronically delivered, please be aware that the election operates as your voluntary consent for all notices to be sent electronically, including notice of nonrenewal and cancellation. Therefore, please be diligent in updating the e-mail address provided to us or the policy administrator if that address changes.

You may opt out of receiving electronic transmission of all notices and communications at any time by:

- (a) mailing a written request to the address shown above;
- (b) calling us at the toll-free number shown above;
- (c) transmitting electronic notice to the e-mail address shown above.

We must receive your notice to opt out at least thirty (30) days prior to the date that you want all electronic communications to end.

By accepting options (2) or (3), you will be deemed

- (a) to have consented to the delivery of any insurance policy and endorsements or other changes to the e-mail address we have on file for you;
- (b) to have confirmed that you will be able receive electronic mail at that e-mail address; and
- (c) to be able to view and print any attachment to electronic mail that is in pdf format.

You will also be deemed to have agreed that the delivery to you of any attachment to electronic mail that is sent to that e-mail address in pdf format will be considered for all purposes to have occurred upon our sending the attachment in pdf format to your e-mail address.



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RESIDENTS LIABILITY PROGRAM CERTIFICATE OF INSURANCE

INTRODUCTION

We encourage **you** to read this and all attached documents. For **your** convenience refer to the Table of Contents for some of the more frequently referenced subjects.

Words and phrases in bold type have the meaning given them in the DEFINITIONS section. Refer to the Table of Contents. For the applicable limits of insurance refer to the Declarations Page.

TABLE OF CONTENTS

Definitions.....	2
Bodily Injury and Property Damage Liability	3
Exclusions.....	3-4
Medical Payments to Others.....	4
Exclusions.....	4
Supplementary Payments and Additional Coverages	5
Conditions	5-7

AGREEMENT

We will provide insurance described in this Certificate in return for the premium and **your** compliance with all provisions of this Certificate including endorsements.



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DEFINITIONS

Certain words or phrases which are printed in **bold** type in this certificate are defined as follows:

Accident means an undesigned, unexpected and rapidly occurring event.

1. **Aircraft** means any conveyance used or designed for navigation of or flight in the air.
2. **Bodily Injury** means bodily harm, sickness or disease sustained by a person, including death resulting from any of these at any time.
3. **Business** means:
 - a. A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
 - b. Any other activity engaged in for money or other compensation, except the following:
 - (1) One or more activities, not described in items through (4) below, for which no **certificateholder** receives more than \$2,000 in total compensation for the 12 months before the beginning of the certificate period;
 - (2) Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
 - (3) Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
 - (4) The rendering of home day care services to a relative of a **certificateholder**.
4. **Certificateholder** means **you** and:
 - a. The following resident(s) of **your** household:
 - (1) Spouse;
 - (2) **Your** relatives; and
 - (3) Any other person under the age of 21 who is in the care of any person named in 5.a.(2) above.
 - b. If the entity named on the Declarations Page is a **business** entity, **certificateholder** means any person while residing at the **insured location** with the permission of the **certificateholder**.
 - c. With respect to any vehicle to which this certificate applies:
 - (1) Any person while engaged in **your** employment or the employment of any person included in Definitions;
 - (2) Any other person using the vehicle at an **insured location** with **your** permission.
5. **Insured Location** means the building where **you** reside including any storage unit or enclosed and secured garage furnished for **your** exclusive residential use, and including any common areas within the rental premises owned by the Policyholder shown on the Declarations Page.
6. **Group Policyholder** means the owner or property manager of the **insured location** and to whom the Group Policy was issued.
7. **Motor vehicle** means any motorized land conveyance and any trailer while being towed including their parts, equipment and accessories whether or not the parts, equipment and accessories are in or upon the **motor vehicle**.

For the purposes of this certificate, the following are not included in the definition of **motor vehicles**;

 - a. While used at the **insured location**, vehicles used by any **certificateholder** which are designed for recreational use off public roads and which are not subject to **motor vehicle** registration.
 - b. Vehicles not designed for travel on public roads and not subject to **motor vehicle** registration designed exclusively for assisting the handicapped or for the maintenance of an **insured location**.
8. **Occurrence** means an **accident** including exposure to conditions or repeated exposure to the same harmful conditions, which occurs at the **insured location** during the certificate term.
9. **Personal injury** means injury, other than **bodily injury**, arising out of one or more of the following acts.
 - a. False arrest, detention or imprisonment.
 - b. Malicious prosecution.



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- c. Wrongful eviction of a person from premises that the person occupies.
- d. Oral or written publication of material that slanders or libels a person or organization,
- e. Oral or written publication of material that violates a person's right of privacy.
- 10. **Pollutants** means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.
- 11. **Property damage** means physical damage to tangible property including resulting loss of use of that property which occurs at the **insured location** and during the certificate period.
- 12. **Watercraft** means any vessels which are propelled by engine power or electric motor or are sailing vessels, whether owned by or rented to a **certificateholder**.
- 13. **We, us** and **our** refer to the Company providing this insurance.
- 14. **You** and **your** refer to the person(s) shown on the Declarations Page as **certificateholder**.

BODILY INJURY AND PROPERTY DAMAGE LIABILITY

We will pay all sums that any **certificateholder** becomes legally obligated to pay as damages because of an **occurrence** which results in **bodily injury** or **property damage** to which this certificate applies, except as excluded below.

This certificate applies only to **bodily injury** or **property damage** to others:

- 1. Caused by an **occurrence**; and
- 2. Occurring while this certificate is in effect; and
- 3. Occurring on the **insured location**.

We have the right and duty to defend any such claim or suit seeking covered damages. **We** may investigate and settle any claim or suit at **our** discretion but:

- 1. The most **we** will pay for the sum of all damages to which this certificate applies as a result of any one **occurrence** is the maximum limit of liability shown on the Declarations Page, regardless of the number of:
 - a. **Certificateholders**.
 - b. Claims made or suits brought.
 - c. Persons or organizations making claims or bringing suits.
 - d. Coverages applicable.

All **bodily injury** or **property damage** resulting from any one **accident** including continuous or repeated exposure to the same harmful conditions shall be considered to be the result of one **occurrence**.

- 2. **Our** right and duty to defend ends when **we** have exhausted the applicable limit of liability in the payment of judgements or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided under MEDICAL PAYMENTS TO OTHERS OR SUPPLEMENTARY PAYMENTS AND ADDITIONAL COVERAGES.



Technology Insurance Company, Inc.
An AmTrust Financial Company

1145 Nicholson Road, Unit 2, Newmarket, Ontario L3Y 9C3

EXCLUSIONS

This certificate does not apply to:

1. **Bodily injury** or **property damage** arising out of **business** pursuits of any **certificateholder** except activities which are ordinarily incidental to non- **business** pursuits.
2. **Bodily injury** or **property damage** arising out of rendering of or failing to render professional services.
3. **Bodily injury** or **property damage** arising out of any premises owned by or rented to any **certificateholder** which is not an **insured location**.
4. **Bodily injury** or **property damage** arising out of the ownership, operation, maintenance, use, loading, unloading or entrustment of any **motor vehicle, watercraft** or **aircraft**.
5. **Bodily injury** or **property damage** arising out of any contract or agreement. However, this exclusion does not apply to written contracts that directly relate to the ownership, maintenance or use of an **insured location**, unless excluded elsewhere in the policy.
6. **Bodily injury** or **property damage** arising out of nuclear reaction or nuclear radiation or radioactive contamination all whether controlled or uncontrolled or however caused, or due to any consequence of any of these.
7. **Bodily injury** or **property damage** sustained by any **certificateholder**.
8. **Bodily injury** or **property damage** which is intended or expected by any **certificateholder** whether or not the resulting damage was intended or expected.
9. **Bodily injury** or **property damage** caused by any willful act of any **certificateholder**, regardless of whether the outcome was intended or expected.
10. **Bodily injury** or **property damage** arising out of the willful violation of a penal statute or ordinance committed by or with the consent of any **certificateholder**, subject to applicable laws.
11. Any obligation of any **certificateholder** arising out of fraud or any other criminal acts committed by any **certificateholder**, subject to applicable laws.
12. **Bodily injury** or **property damage** arising out of the presence of or the actual, alleged or threatened release, discharge, escape, dispersal, seepage or migration of **pollutants**. This exclusion does not apply to **bodily injury** or **property damage** caused by heat, smoke or fumes from a hostile fire. As used in this exclusion a hostile fire is one which is unintended, breaks out from where it was intended to be, or becomes uncontrollable.
13. Any loss, cost or expense arising out of any governmental direction or request that requires any **certificateholder** test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize **pollutants**.
14. **Bodily injury** arising out of communicable disease of any kind transmitted by any **certificateholder** including sexually transmitted disease.
15. **Bodily injury** arising out of sexual molestation, corporal punishment or abuse of any person.
16. **Bodily injury** to:
 - a. an employee of any **certificateholder** arising out of and in the course of employment by any **certificateholder**; and
 - b. the spouse, child, parent, brother or sister of an employee as a consequence of an injury to that employee.This exclusion applies whether or not any **certificateholder** may be liable as an employer or in any other capacity. It also applies to any obligation to share damages with or repay someone else who must pay damages because of the injury.
17. **Property damage** to property owned by any certificateholder.
18. **Property damage** to property rented to, occupied by or used by or in the care, custody or control of any **certificateholder** unless caused by fire, smoke, explosion or water damage.
19. **Property damage** to the **insured location** you have sub-let, given away or abandoned if the **property damage** arises out of any part of those premises.
20. Any obligation of any **certificateholder** under a workers compensation, disability benefits or unemployment compensation law or any similar law or benefits voluntarily provided by any **certificateholder**.
21. Any amount payable by any **certificateholder** to others as a result of a punitive or exemplary damages judgment.



Technology Insurance Company, Inc.
An AmTrust Financial Company

1145 Nicholson Road, Unit 2, Newmarket, Ontario L3Y 9C3

22. **Bodily injury or property damage** to any **certificateholder** and to others caused by or resulting from mold, mildew or other fungi. There is no coverage for any loss or damage involving in any way the actual or potential presence of mold, mildew or other fungi and their secretions of any kind whatsoever, whether occurring independently or if directly or indirectly caused by or resulting from a covered **occurrence**.

We will not pay for any loss, cost or expense that **you** may incur in testing for, monitoring, removing, treating, or in any way responding to the actual, potential, alleged or threatened presence of mold, mildew or fungi of any kind whatsoever. **We** do not cover any loss consisting of, caused by, contributed to, or aggravated by mold, mildew or other fungi.

23. Any liability arising out of or prohibited by economic or trade sanctions, including any sanctions or prohibitions under United Nations resolutions, or the laws, regulations of the European Union, United Kingdom, United States of America or Canada.

We will not defend or indemnify **you** or any **insured** with respect to any claim or lawsuit seeking such damages.

24. **Bodily injury or property damage** arising out of or in connection with any home day care service.
25. **Bodily injury or property damage** arising out of any legal action brought against the **certificateholder** for violation of any local, provincial, territorial, or federal laws.
26. **Personal injury.**
27. Any obligation of the **certificateholder** for any loss assessment charged against **you** as a member of an association, corporation or community of property owners.
28. Any Loss arising out of the unauthorized access or use of any system, software, hardware, or firmware, or any modification, reprogramming, destruction, or deletion of data or software by any means.

MEDICAL PAYMENTS TO OTHERS

We will pay medical and funeral expenses which result from **bodily injury** caused by an **accident** provided that:

1. The **accident** takes place while the **certificate** is in effect; and
2. The **accident** takes place at the **insured location**; and
3. The expenses are incurred and reported to **us** within three (3) years of the date of the **accident**.

The most **we** will pay for medical and funeral expenses as provided under MEDICAL PAYMENTS TO OTHERS for any one **accident** is the Medical Payments To Others limit shown on the Declarations Page.

EXCLUSIONS

This Medical Payments to Others coverage does not apply to medical payments expenses resulting from **bodily injury** to any person:

1. Who is a **certificateholder**.
2. Who is a tenant or an employee of a tenant of any certificateholder.
3. Who is an employee of any **certificateholder**, if benefits for the **bodily injury** are payable or must be provided under a workers compensation or disability benefits law or a similar law.
4. Who is injured due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, riot, rebellion or revolution.
5. To whom the **certificateholder** is obligated to pay damages by reason of the assumption of liability in a contract or agreement.
6. Whose injuries arise out of the ownership, maintenance, use or entrustment to others of any **aircraft, motor vehicle, or watercraft** owned or operated by or rented or loaned to any **certificateholder**. Use includes loading or unloading.



Technology Insurance Company, Inc.
An AmTrust Financial Company

1145 Nicholson Road, Unit 2, Newmarket, Ontario L3Y 9C3

7. Whose injuries arise out of any **business** activities conducted by any **certificateholder**.
8. Whose injuries arise from the presence of or the actual, alleged or threatened release, discharge, escape, dispersal, seepage or migration of **pollutants**.
9. Who suffers **bodily injury** from any nuclear reaction, nuclear radiation or radioactive contamination however caused, nor to any consequence of any of these.
10. **Bodily injury** to any **certificateholder** and to others caused by or resulting from mold, mildew or other fungi. **We** will not pay for any loss, cost or expense that **you** may incur in testing for, monitoring, removing, treating, or in any way responding to the actual, potential, alleged or threatened presence of mold, mildew or fungi of any kind whatsoever. **We** do not cover any loss consisting of, caused by, contributed to, or aggravated by mold, mildew or other fungi. **We** will not defend or indemnify **you** or any insured with respect to any claim or lawsuit seeking such damages.

SUPPLEMENTARY PAYMENTS AND ADDITIONAL COVERAGES

1. With respect to any claim or suit to which this insurance applies and **we** defend under this certificate, **we** will pay in addition to the limit of insurance shown on the Declarations Page:
 - a. Expenses **we** incur.
 - b. The premium for bonds to release attachments but only for bond amounts within the Personal Liability limit of insurance shown on the Declarations Page. **We** do not have to furnish or obtain these bonds.
 - c. Reasonable expenses incurred by the **certificateholder** at **our** request to assist **us** in the investigation or defense of the claim or suit including actual loss of earnings of up to \$100 a day because of time off from work.
 - d. Costs taxed against the **certificateholder** in the suit.
 - e. Pre-judgement interest awarded against the **certificateholder** on that part of the judgment **we** pay. If **we** make an offer to pay the applicable limit of insurance, **we** will not pay any pre-judgement interest based on that period of time after the offer.
 - f. Interest on the full amount of any judgement that accrues after entry of the judgement and before **we** have paid, offered to pay, or deposited in court the part of the judgement that is within the applicable limit of insurance.
 - g. **Our** duty to defend ends when **we** have exhausted the applicable limit of insurance in the payment of judgements or settlements.
2. Expenses for first aid to others incurred by any **certificateholder** for **bodily injury** to others covered by this certificate up to \$250 per **occurrence**.
3. Up to \$1,000 for damage to property of others caused by any **certificateholder** per **occurrence**. **We** will not pay under this additional coverage:
 - a. For damage arising out of any waterbed owned or used by any **certificateholder**.
 - b. For damages to property owned by, rented to, occupied by, used by or in the care, custody or control of any **certificateholder**, any **certificateholder's** tenant or any resident of **your** household.
 - c. For damage caused intentionally by any **certificateholder** age 13 or older.
 - d. For damage arising out of **business** pursuits or out of the ownership, maintenance or use of any **aircraft, watercraft or motor vehicle**.



Technology Insurance Company, Inc.
An AmTrust Financial Company

1145 Nicholson Road, Unit 2, Newmarket, Ontario L3Y 9C3

CONDITIONS

SEPARATION OF INSURED

This insurance applies separately to each **certificateholder**. **Our** limit of liability is not increased by this **occurrence**.

PAYMENT OF CLAIM - MEDICAL PAYMENTS TO OTHERS

Payment under this coverage is not an admission of liability by any **certificateholder** or by **us**.

BANKRUPTCY

Bankruptcy or insolvency of any **certificateholder** or any **certificateholder's** estate will not relieve **us** of **our** obligations hereunder.

DUTIES OF AN INJURED PERSON - MEDICAL PAYMENTS TO OTHERS

The injured person or someone acting on behalf of the injured person shall:

- a. Give **us** written proof of claim as soon as reasonable.
- b. Execute authorization to allow **us** to obtain copies of medical reports and records.
- c. Submit to physical examination by a physician selected by **us** when and as often as **we** reasonably require.

YOUR DUTIES IN THE EVENT OF AN OCCURRENCE, ACT, CLAIM OR SUIT

- a. **You** must promptly notify **us** of an incident or event that may result in a claim. Notice shall include:
 - (1) How, when and where the incident or event took place.
 - (2) The names and addresses of any injured person and witness.
- b. If a claim is made or suit is brought against any **certificateholder**, **we** must be promptly notified in writing. **You** and any other involved **certificateholder** must:
 - (1) Immediately send **us** copies of any demands, notices, summonses or other legal papers received in connection with the claim or suit.
 - (2) Authorize **us** to obtain records and other information.
 - (3) Cooperate with **us** in the investigation, settlement and defense of the claim or suit.
 - (4) Assist **us**, upon **our** request, in the enforcement of any right against any person or organization that may be liable to any **certificateholder** because of injury or damage to which this certificate may also apply.
- c. No **certificateholder** shall, except at the **certificateholder's** own cost, make a payment, assume any obligation or incur any expense, other than for first aid, without **our** consent.

CERTIFICATE TERM

This certificate applies only to an **occurrence** which results in **bodily injury** or **property damage** which occurs during the **certificate** term.

CONCEALMENT, MISREPRESENTATION OR FRAUD

Coverage will not be provided if any **certificateholder**, whether before or after a loss, has intentionally concealed or misrepresented any material fact or circumstance or made a materially false statement or engaged in fraudulent conduct relating to this certificate, as reflected on the certificate declarations page.

LIBERALIZATION CLAUSE

If we make a change which broadens coverage under this edition of our certificate without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change in this certificate, provided that this implementation date falls within 60 days prior to or during the certificate term stated in the Declarations.



Technology Insurance Company, Inc.
An AmTrust Financial Company

1145 Nicholson Road, Unit 2, Newmarket, Ontario L3Y 9C3

WAIVER OR CHANGE OF PROVISIONS

A waiver or change of any provision of this certificate must be agreed to in writing by **us** to be valid.

CANCELLATION & NONRENEWAL

- a. **You** may cancel this certificate at any time by returning it to **us** or by notifying **us** in writing of any future date cancellation is to take effect or the date **your** lease terminates and **you** no longer reside at the **insured location**.
- b. If this certificate has been in effect for sixty (60) days or less and is not a renewal of a certificate **we** previously issued, **we** may cancel this certificate for:
 - (1) non-payment of premium by giving **you** fifteen (15) days written notice; or
 - (2) any other reason by giving **you** sixty (60) days written notice.
- c. If this certificate has been in effect for more than sixty (60) days or is a renewal of a certificate **we** previously issued, **we** may cancel this certificate for:
 - (1) non-payment of premium by giving **you** fifteen (15) days written notice; or
 - (2) any of the following reasons by giving **you** sixty (60) days written notice:
 - (a) Discovery of fraud or material misrepresentation by:
 - (i) **You** or **your** representative in Loss of, or changes in, **our** reinsurance covering all or part of the risk would threaten **our** financial integrity or solvency; or
 - (ii) Continuation of the insurance coverage would place **us** in violation of the laws of the province or territory in which this certificate was issued or where **we** are domiciled or would threaten **our** solvency.
- d. We will state the reason for cancellation or nonrenewal on the written notice.
Any pro-rata premium due **you** will be refunded within a reasonable time after the cancellation takes effect.
- e. We may elect not to renew this certificate for any reason by giving **you** at least sixty (60) days written notice to be effective at the next anniversary or expiration date of this certificate, whichever is first. **We** are not required to send notice of nonrenewal in the following situations:
 - (1) transfer or renewal of a certificate, without any changes in terms, conditions, or rates, is between **us** and a member of **our** insurance group.
 - (2) certificate has been extended for ninety (90) days or less, if notice of **our** intent not to renew the certificate has been given prior to the expiration of the certificate.
 - (3) **you** have obtained replacement coverage, or if **you** have agreed, in writing, within sixty (60) days of the termination of the certificate, to obtain that coverage.
 - (4) certificate is for a period of no more than sixty (60) days and **you** are notified at the time of issuance that it will not be renewed.
 - (5) **you** request a change in terms, conditions, or risk covered by the certificate within sixty (60) days of the end of the certificate term.
 - (6) have made a written offer to **you** at least sixty (60) days before the certificate expiration to renew the certificate under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.
- f. The **certificate** will remain in force until expiration in the event the group policy is cancelled.
- g. Notice of cancellation or nonrenewal will be mailed to the **certificateholder's** last known mailing address.
- h. Notice of mailing will be sufficient proof of notice subject to applicable laws.

OTHER INSURANCE

This certificate provides excess coverage in the event coverage is provided under any other policy/certificate.

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If the **certificateholder** has rights to recover all or part of any payment **we** have made under this certificate, those rights shall be transferred to **us**. The **certificateholder** shall do nothing to impair **our** rights. The **certificateholder** shall



Technology Insurance Company, Inc.
An AmTrust Financial Company

1145 Nicholson Road, Unit 2, Newmarket, Ontario L3Y 9C3

cooperate with **us** to enforce **our** rights.

LEGAL ACTION AGAINST US

No person or organization has a right under this certificate:

- (1) To join **us** as a party or otherwise bring **us** into any suit or action against any **certificateholder**.
- (2) To sue **us** under this certificate unless all of its terms have been fully complied with.

TRANSFER OF YOUR RIGHTS AND DUTIES

Your rights and duties under this certificate may not be transferred without **our** written consent.

If **you** die, **your** rights and duties will be transferred to **your** legal representative but only while acting as **your** legal representative.

ATTACHMENT OF COVERAGE

Coverage under this certificate shall commence upon the inception date shown on the Declarations Page or upon occupancy by the **certificateholder** of the **insured location** whichever occurs later. Coverage shall remain in effect until the cancellation date or expiration date of the certificate, whichever is earlier.

GOVERNING LAW

Subject to applicable laws, this Policy is governed by the laws of the Province or Territory of your residence (including any applicable federal laws of Canada), and any disputes under this policy will be settled in accordance with the laws of such Province or Territory, and any applicable federal laws of Canada.

Where the Policy is governed by the laws of British Columbia, Alberta, or Manitoba, every action or proceeding against an insurer for the recovery of insurance money payable under this Policy is absolutely barred unless commenced within the time set out in the *Insurance Act*.

CURRENCY

All benefits under this Policy will be paid in Canadian dollars, and all premiums under this policy will be paid in Canadian dollars.

STATUTORY CONDITIONS

THESE STATUTORY CONDITIONS CHANGES THE POLICY. PLEASE READ IT CAREFULLY. IF THERE IS ANY CONFLICT BETWEEN THE POLICY, OTHER ENDORSEMENTS TO THE POLICY AND THESE STATUTORY CONDITIONS, THE TERMS OF THESE STATUTORY CONDITIONS SHALL APPLY.

STATUTORY CONDITIONS APPLICABLE TO BRITISH COLUMBIA, ALBERTA, SASKATCHEWAN, AND MANITOBA

If the Residents Liability Insurance Policy Limited Personal Property Coverage Endorsement is not a part of this Policy, only Statutory Conditions 2 through 5, and 14 (as listed below) apply to this Policy. If the Residents Liability Insurance Policy Limited Personal Property Coverage Endorsement is a part of this Policy, then all of the below Statutory Conditions apply to this Policy.

STATUTORY CONDITIONS APPLICABLE TO ALL PROVINCES AND TERRITORIES OTHER THAN BRITISH COLUMBIA, ALBERTA, SASKATCHEWAN, AND MANITOBA



Technology Insurance Company, Inc.
An AmTrust Financial Company

1145 Nicholson Road, Unit 2, Newmarket, Ontario L3Y 9C3

The below Statutory Conditions are only deemed a part of this Policy where the Residents Liability Insurance Policy Limited Personal Property Coverage Endorsement is part of this Policy.

Signed for Technology Insurance Company, Inc.

Colleen Anne Sexsmith, 1145 Nicholson Road
Unit 2 Newmarket, Ontario, L3Y 9C3, in her
capacity as **Chief Agent of Technology Insurance
Company, Inc.**

For the purposes of the *Insurance Companies Act* (Canada), this policy was issued in the course of Technology Insurance Company, Inc.'s insurance business in Canada.



Technology Insurance Company, Inc.
An AmTrust Financial Company

1145 Nicholson Road, Unit 2, Newmarket, Ontario L3Y 9C3

RESIDENTS LIABILITY PROGRAM LIMITED PERSONAL PROPERTY COVERAGE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE CERTIFICATE. PLEASE READ IT CAREFULLY.

Under **BODILY INJURY AND PROPERTY DAMAGE LIABILITY, EXCLUSIONS**, item 17. is deleted in its entirety.

For an additional premium, the certificate coverage is expanded to include Personal Property Coverage. The following is added:

PERSONAL PROPERTY COVERAGES

We cover personal property up to the **Policy** limit listed on the Declarations Page that is owned or used by a **certificateholder** while at the **insured location**. However, **we** will provide coverage of up to \$1,000 if the personal property is located away from the **insured location** at the time of loss. At **your** request, **we** will cover personal property owned by others while the property is on the part of the **insured location** occupied by a **certificateholder**.

Deductible. Our obligation under this endorsement applies only to the amount of damages exceeding the deductible amount stated on the Declarations Page. The deductible amount applies to each occurrence.

Special Limits of Liability. These limits do not increase the Personal Property Coverage limit of liability. The special limit for each numbered category below is the total limit for each loss for all property in that category.

1. \$200 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum, coins and medals.
2. \$1000 on trailers not used with **watercraft**.
3. \$1000 for loss by theft of jewelry, watches, furs, precious and semi-precious stones.
4. \$2000 for loss by theft of firearms and related equipment.
5. \$2500 for loss by theft of silverware, silver-plated ware, goldware, gold-plated ware and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.
6. \$1000 for loss to electronic apparatus, while in or upon a **motor vehicle** or other motorized land conveyance, if the electronic apparatus is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power. Electronic apparatus includes:
 - a. Accessories or antennas; or
 - b. Tapes, wires, records, discs or other media for use with any electronic apparatus described in this item 6.
7. \$1000 for loss to electronic apparatus, while not in or upon a **motor vehicle** or other motorized land conveyance, if the electronic apparatus:
 - a. Is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power;
 - b. Is away from the **insured location**; and
 - c. Is used at any time or in any manner for any **business** purpose.

Electronic apparatus includes:

- a. Accessories or antennas; or
- b. Tapes, wires, records, discs or other media for use with any electronic apparatus described in this item 7.



Technology Insurance Company, Inc.
An AmTrust Financial Company

1145 Nicholson Road, Unit 2, Newmarket, Ontario L3Y 9C3

Property Not Covered.

We do not cover:

1. Articles separately described and specifically insured in this or other insurance;
2. Animals, birds or fish;
3. Motor vehicles or all other motorized land conveyances. This includes:
 - a. Their equipment and accessories; or
 - b. Electronic apparatus that is designed to be operated solely by use of the power from the electrical system of **motor vehicles** or all other motorized land conveyances. Electronic apparatus includes:
 - (1) Accessories or antennas; or
 - (2) Tapes, wires, records, discs or other mediafor use with any electronic apparatus described in this item 3.b.The exclusion of property described in 3.a. and 3.b. above applies only while the property is in or upon the vehicle or conveyance.

We do cover vehicles or conveyances not subject to motor vehicle registration which are:

- a. Used to service a **certificateholder's** residence; or
- b. Designed for assisting the handicapped;
4. **Aircraft** and parts. Except model or hobby aircraft not used or designed to carry people or cargo;
5. Property of roomers, boarders and other tenants, except property of roomers and boarders related to a **certificateholder**;
6. **Business** data, including such data stored in:
 - a. Books of account, drawings or other paper records; or
 - b. Electronic data processing tapes, wires, records, discs or other software media.However, **we** do cover the cost of blank recording or storage media, and of pre-recorded computer programs available on the retail market;
7. Credit cards or fund transfer cards;
8. Securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets and stamps; or
9. **Watercraft**, including their trailers, furnishings, equipment and outboard engines or motors.

ADDITIONAL LIVING EXPENSES

The limit of liability for Additional Living Expenses is \$4,000, or 20% of the Personal Property Coverage limit of liability, whichever is greater. The limit of liability for Additional Living Expenses is the total limit for all the coverages that follow.

1. If a loss by a PERSONAL PROPERTY PERIL INSURED AGAINST under this endorsement to covered property or the building containing the property makes the **insured location** not fit to live in, we cover the Additional Living Expense, meaning any necessary increase in living expenses incurred by **you** so that **your** household can maintain its normal standard of living.
Payment will be for the shortest time required to repair or replace the damage or, if **you** permanently relocate, the shortest time required for **your** household to settle elsewhere.
2. If a loss covered under this Section makes that part of the **insured location** rented to others or held for rental by **you** not fit to live in, **we** cover the:
Fair Rental Value, meaning the fair rental value of that part of the **insured location** rented to others or held for rental by **you** less any expenses that do not continue while the premises is not fit to live in.
Payment will be for the shortest time required to repair or replace that part of the premises rented or held for rental.
3. If a civil authority prohibits **you** from use of the **insured location** as a result of direct damage to neighboring



Technology Insurance Company, Inc.
An AmTrust Financial Company

1145 Nicholson Road, Unit 2, Newmarket, Ontario L3Y 9C3

premises by a PERSONAL PROPERTY PERIL INSURED AGAINST in this endorsement, **we** cover the Additional Living Expense and Fair Rental Value loss as provided under 1. and 2. above for no more than two weeks.

The periods of time under 1., 2. and 3. above are not limited by expiration of the certificate.

We do not cover loss or expense due to cancellation of a lease or agreement.

PERSONAL PROPERTY PERILS INSURED AGAINST

We insure for direct physical loss to the property described in **PERSONAL PROPERTY COVERAGES** caused by a peril listed below unless the loss is excluded in **PERSONAL PROPERTY EXCLUSIONS**.

1. Fire or lightning.
2. Windstorm or hail. This peril does not include loss to the property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening.
3. Explosion.
4. Riot or civil commotion.
5. **Aircraft**, including self-propelled missiles and spacecraft.
6. Vehicles.
7. Smoke, meaning sudden and accidental damage from smoke. This peril does not include loss caused by smoke from agricultural smudging or industrial operations.
8. Vandalism or malicious mischief. This peril does not include loss to property on the **insured location** if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant.
9. Theft, including attempted theft and loss of property from a known place when it is likely that the property has been stolen. This peril does not include loss caused by theft:
 - a. Committed by a **certificateholder**;
 - b. In or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied; or
 - c. From that part of an **insured location** rented by a **certificateholder** to other than a **certificateholder**.This peril does not include loss caused by mysterious disappearance, meaning the vanishing of covered property that cannot be explained or that has been lost or misplaced.
10. Falling objects. This peril does not include loss to the property contained in the building unless the roof or an outside wall of the building is first damaged by a falling object. Damage to the falling object itself is not included.
11. Weight of ice, snow or sleet, which causes damage to the property contained in the building. This peril does not include loss caused by ice damming, meaning the formation of a ridge of ice on a roof which prevents melting snow or water from draining off the roof.
12. Accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance. This peril does not include loss:
 - a. To the system or appliance from which the water or steam escaped;
 - b. Caused by or resulting from freezing except as provided in the peril of freezing below; or
 - c. On the **insured location** caused by accidental discharge or overflow which occurs away from the building where the **insured location** is located.In this peril, a plumbing system does not include a sump, sump pump or related equipment.
13. Sudden and accidental tearing apart, cracking, burning or bulging of a steam or hot water heating system, an air conditioning or automatic fire protective sprinkler system, or an appliance for heating water. This peril does not include loss caused by or resulting from freezing except as provided in the peril of freezing below.
14. Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance. This peril does not include loss on the **insured location** while unoccupied, unless **you** have used



Technology Insurance Company, Inc.
An AmTrust Financial Company

1145 Nicholson Road, Unit 2, Newmarket, Ontario L3Y 9C3

reasonable care to:

- a. Maintain heat in the building; or
 - b. Shut off the water supply and drain the system and appliances of water.
15. Sudden and accidental damage from artificially generated electrical current.
16. Volcanic eruption other than loss caused by earthquake, land shock waves or tremors.

PERSONAL PROPERTY EXCLUSIONS

We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

1. **Ordinance or Law**, meaning any ordinance or law:
 - a. Requiring or regulating the construction, demolition, remodeling, renovation, or repair of property, including removal of any resulting debris; The requirements of which results in a loss in value to property; or
 - b. Requiring any **certificateholder** or others to test for, monitor, clean-up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of, pollutants.

This exclusion applies whether or not the property has been physically damaged.

2. **Earth Movement**, meaning earthquake including land shock waves or tremors before, during or after a volcanic eruption; landslide; mine subsidence; mudflow; earth sinking, rising or shifting; unless direct loss by:
 - a. Fire; or
 - b. Explosion.

ensues and then **we** will pay only for the ensuing loss. This exclusion does not apply to loss by theft.

3. **Water Damage**, meaning:
 - a. Flood, including but not limited to flash flood, surface water, waves, including tidal wave and tsunami, tides, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind, including storm surge;
 - b. Water or water borne material which backs up through sewers or drains or which overflows from a sump, sump pump or related equipment; or
 - c. Water below the surface of the ground, including water which exerts pressure on, or seeps, leaks or flows through a building, sidewalk, driveway, patio, foundation, swimming pool or other structure.

This exclusion applies to, but is not limited to escape, overflow or discharge, for any reason, of water or waterborne material from a dam, levee, seawall or any other boundary or containment system whether natural, man-made or otherwise made.

Direct loss by fire, explosion or theft resulting from water damage is covered.

4. **Power Failure**, meaning the failure of power or other utility service if the failure takes place off the **insured location**. But, if the failure of power or other utility service results in a loss from a Peril Insured Against on the **insured location**, **we** will pay only for the loss or damage caused by that Peril Insured Against.
5. **Neglect**, meaning neglect of the **certificateholder** to use all reasonable means to save and preserve property at and after the time of a loss.
6. **War**, including the following and any consequence of any of the following:
 - a. Undeclared war, civil war, insurrection, rebellion or revolution;
 - b. Warlike act by a military force or military personnel; or
 - c. Destruction, seizure or use for a military purpose.Discharge of a nuclear weapon will be deemed a warlike act even if accidental.
7. **Nuclear Hazard**, to the extent set forth in the Nuclear Hazard Clause of **PERSONAL PROPERTY CONDITIONS**.
8. **Intentional Loss**, meaning any loss arising out of any act committed:
 - a. By or at the direction of a **certificateholder**; and
 - b. With the intent to cause a loss.



Technology Insurance Company, Inc.
An AmTrust Financial Company

1145 Nicholson Road, Unit 2, Newmarket, Ontario L3Y 9C3

PERSONAL PROPERTY CONDITIONS

1. **Insurable Interest and Limit of Liability.** Even if more than one person has an insurable interest in the property covered, **we** will not be liable in any one loss:
 - a. To the **certificateholder** for more than the amount of the **certificateholder's** interest at the time of loss; or
 - b. For more than the applicable limit of liability.
2. **Your Duties After Loss.** In case of a loss to covered property, **you** must see that the following are done:
 - a. Give prompt notice to **us** or **our** agent;
 - b. Notify the police in case of loss by theft;
 - c. Protect the property from further damage. If repairs to the property are required, **you** must:
 - (1) Make reasonable and necessary repairs to protect the property; and
 - (2) Keep an accurate record of repair expenses;
 - d. Prepare an inventory of damaged personal property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
 - e. As often as **we** reasonably require:
 - (1) Show the damaged property;
 - (2) Provide **us** with records and documents **we** request and permit **us** to make copies; and
 - (3) Submit to examination under oath, while not in the presence of any other **certificateholder**, and sign the same;
 - f. Send to **us**, within 60 days after **our** request, **your** signed, sworn proof of loss which sets forth, to the best of **your** knowledge and belief:
 - (1) The date time and cause of the loss;
 - (2) The interest of the **certificateholder** and all others in the property involved and all liens on the property;
 - (3) Other insurance which may cover the loss;
 - (4) Changes in title, use, possession, or occupancy of the property during the term of the certificate;
 - (5) Specifications of damaged buildings and detailed repair estimates (as applicable);
 - (6) The inventory of damaged personal property described in 2.e. above; and
3. **Loss Settlement.** Covered property losses are settled at replacement cost value at the time of loss.
 - a. **Property Not Eligible.** Property listed below is not eligible for replacement cost settlement. Any loss will be settled at actual cash value at the time of loss but not more than the amount required to repair or replace:
 - (1) Antiques, fine arts, paintings, and similar articles of rarity or antiquity which cannot be replaced. Memorabilia, souvenirs, collectors items and similar articles whose age or history contribute to their value.
 - (2) Articles not maintained in good or workable condition.
 - (3) Articles that are outdated or obsolete.
 - b. **Replacement Cost.** The following loss settlement provision applies to all property insured under this endorsement:
 - (1) **We** will pay no more than the least of the following amounts:
 - (a) Replacement cost at the time of loss without deduction for depreciation;
 - (b) The full cost of repair at the time of the loss;
 - (c) The limit of liability that applies under **PERSONAL PROPERTY COVERAGES**; or
 - (d) Any applicable special limits of liability stated in this endorsement.
 - (2) **We** will pay no more than the actual cash value for the loss or damage until **we** receive proof that the repair or replacement is complete.
 - (3) **You** may make a claim for loss on an actual cash value basis and then make a claim within 180 days for



Technology Insurance Company, Inc.
An AmTrust Financial Company

1145 Nicholson Road, Unit 2, Newmarket, Ontario L3Y 9C3

any additional liability in accordance with this endorsement.

4. **Loss to a Pair or Set.** In case of loss to a pair or set **we** may elect to:
 - a. Repair or replace any part to restore the pair or set to its value before the loss; or
 - b. Pay the difference between actual cash value of the property before and after the loss.
5. **Appraisal.** If **you** and **we** fail to agree on the amount of loss, such dispute much be determined using the applicable dispute resolution provisions under applicable provincial or territorial insurance law in Canada. However, **You** have no right to a dispute resolution process under this **Policy** against **Us**, unless (i) a specific demand is made for it in writing, and (ii) proof of loss has been delivered to **Us**.
6. **Other Insurance.** If a loss covered by this endorsement is also covered by other insurance, **we** will pay only the proportion of the loss that the limit of liability that applies under this endorsement bears to the total amount of insurance covering the loss.
7. **Action Against Us.** No action shall apply against **us** unless:
 - a. There has been full compliance with all the terms of this endorsement; and
 - b. The action is brought within twenty four (24) months from the date of the loss, or as otherwise provided for under applicable law.
8. **Our Option.** If **we** give **you** written notice within 30 days after **we** receive **your** signed, sworn proof of loss, **we** may repair or replace any part of the damaged property with like property.
9. **Loss Payment.** **We** will adjust all losses with **you**. **We** will pay **you** unless some other person is named in the certificate or is legally entitled to receive payment. Loss will be payable 30 days after **we** receive **your** proof of loss and:
 - a. Reach an agreement with **you**;
 - b. There is an entry of a final judgment; or
 - c. There is a filing of an appraisal award with **us**.
10. **Abandonment of Property.** **We** need not accept any property abandoned by a **certificateholder**.
11. **No Benefit to Bailee.** **We** will not recognize any assignment or grant any coverage that benefits a person or organization holding, storing or moving property for a fee regardless of any other provision of this endorsement.
12. **Nuclear Hazard Clause.**
 - a. **Nuclear Hazard** means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.
 - b. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the **PERSONAL PROPERTY PERILS INSURED AGAINST** section.
 - c. This endorsement does not apply under the **PERSONAL PROPERTY COVERAGES** section to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.
13. **Recovered Property.** If **you** or **we** recover any property for which **we** have made payment under this endorsement, **you** or **we** will notify the other of the recovery. At **your** option, the property will be returned to or retained by **you** or it will become **our** property. If the recovered property is returned to or retained by **you**, the loss payment will be adjusted based on the amount **you** received for the recovered property.
14. **Volcanic Eruption Period.** One or more volcanic eruptions that occur within a 72-hour period will be considered as one volcanic eruption.
15. **Loss Payee.** If a loss payee is listed in the Declarations, any loss or damage to personal property insured by this endorsement will be payable as interests may appear to the loss payee shown.
16. **Certificate Period.** This endorsement applies only to loss under the **PERSONAL PROPERTY COVERAGES** section which occurs during the certificate term.
17. **Death.** If any person named in the Declarations or the spouse, if a resident of the same household, dies:
 - a. **We** insure the legal representative of the deceased but only with respect to the personal property of the deceased covered under this endorsement at the time of death;



Technology Insurance Company, Inc.
An AmTrust Financial Company

1145 Nicholson Road, Unit 2, Newmarket, Ontario L3Y 9C3

b. **Certificateholder** includes:

- (1) Any member of **your** household who is a **certificateholder** at the time of **your** death, but only while a resident of the **insured location**; and
- (2) With respect to **your** property, the person having proper temporary custody of the property until appointment and qualification of a legal representative

ALL OTHER TERMS AND CONDITIONS OF THE CERTIFICATE REMAIN THE SAME



Technology Insurance Company, Inc.
An AmTrust Financial Company

1145 Nicholson Road, Unit 2, Newmarket, Ontario L3Y 9C3

RESIDENTS LIABILITY PROGRAM LESSOR PLACED CERTIFICATE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE CERTIFICATE. PLEASE READ IT CAREFULLY.

This insurance was issued because the **Group Policyholder** listed on the Certificate Declarations Page did not receive evidence of insurance meeting the requirement of **your** lease/rental agreement.

Under CONDITIONS, CANCELLATION AND NONRENEWAL, item a. is deleted in its entirety.

Under CONDITIONS, CANCELLATION AND NONRENEWAL, item g. is deleted and replaced by the following:

- g. If the Group Policy is cancelled or **we** receive a request from the **Group Policyholder** for **your** certificate to be cancelled for reasons other than:
- (1) The termination of **your** lease;
 - (2) **You** no longer reside at the **insured location**; or
 - (3) The **Group Policyholder** has received proof of other acceptable insurance;
- we** will mail written notice of cancellation to **you** ten (10) days prior to the effective date of cancellation.

Under CONDITIONS, CANCELLATION AND NONRENEWAL, the following item i. is added:

- i. This certificate will cancel, with or without notice, upon the date **your** lease is terminated, **you** no longer reside at the **insured location** or upon the date the **Group Policyholder** requests cancellation because they have received proof of other acceptable insurance meeting the insurance requirement of **your** lease/rental agreement.

ALL OTHER TERMS AND PROVISIONS OF THE CERTIFICATE REMAIN THE SAME.



Technology Insurance Company, Inc.
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1145 Nicholson Road, Unit 2, Newmarket, Ontario L3Y 9C3

RESIDENTS LIABILITY PROGRAM MONTHLY TERM CERTIFICATE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE CERTIFICATE. PLEASE READ IT CAREFULLY.

Under **CONDITIONS**, CANCELLATION AND NONRENEWAL, item g., the following is added:

If the Group Policy is cancelled or **we** receive a request from the **Group Policyholder** for **your** certificate to be cancelled for reasons other than:

- (1) The termination of **your** lease; or
- (2) **You** no longer reside at the **insured location**;

we will mail written notice of cancellation to **you** ten (10) days prior to the effective date of cancellation.

Under **CONDITIONS**, CANCELLATION AND NONRENEWAL, the following item i. is added:

- i. This certificate will cancel, with or without notice, upon the date **your** lease is terminated or **you** no longer reside at the **insured location**. Upon Us receiving such notice, We shall proceed to cancel this Policy in accordance with applicable laws.

ALL OTHER TERMS AND CONDITIONS OF THE CERTIFICATE REMAIN THE SAME.



Technology Insurance Company, Inc.
An AmTrust Financial Company

1145 Nicholson Road, Unit 2, Newmarket, Ontario L3Y 9C3

RESIDENTS LIABILITY PROGRAM ANIMAL LIABILITY SPECIAL LIMIT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE CERTIFICATE. PLEASE READ IT CAREFULLY.

In consideration of a premium credit, the **BODILY INJURY AND PROPERTY DAMAGE LIABILITY** section of the certificate is replaced as follows:

We will pay all sums that any **certificateholder** becomes legally obligated to pay as damages because of an occurrence which results in **bodily injury** or **property damage** to which this certificate applies, except as excluded below.

This certificate applies only to **bodily injury** or **property damage** to others:

1. Caused by an **occurrence**; and
2. Occurring while this certificate is in effect; and
3. Occurring on the **insured location**.

We have the right and duty to defend any such claim or suit seeking covered damages. **We** may investigate and settle any claim or suit at **our** discretion but:

1. The most **we** will pay for the sum of all damages to which this certificate applies as a result of any one **occurrence** is the **bodily injury** or **property damage** limit of liability shown on the Declarations Page, regardless of the number of:
 - a. **Certificateholders**.
 - b. Claims made or suits brought.
 - c. Persons or organizations making claims or bringing suits.
 - d. Coverages applicable.

The most **we** will pay for claims arising out of domestic pets or domestic animals you own or in your care, custody or control is \$100,000 per **occurrence** regardless of the number of:

- a. **Certificateholders**.
- b. Claims made or suits brought.
- c. Persons or organizations making claims or bringing suits.
- d. Coverages applicable.

All **bodily injury** or **property damage** resulting from any one **accident** including continuous or repeated exposure to the same harmful conditions shall be considered to be the result of one **occurrence**.

2. **Our** right and duty to defend ends when **we** have exhausted the applicable limit of liability in the payment of judgements or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided under MEDICAL PAYMENTS TO OTHERS OR SUPPLEMENTARY PAYMENTS AND ADDITIONAL COVERAGES.

ALL OTHER TERMS AND PROVISIONS OF THE CERTIFICATE REMAIN THE SAME.



Technology Insurance Company, Inc.
An AmTrust Financial Company

1145 Nicholson Road, Unit 2, Newmarket, Ontario L3Y 9C3

RESIDENTS LIABILITY PROGRAM PET DAMAGE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE CERTIFICATE. PLEASE READ IT CAREFULLY.

Under **SUPPLEMENTARY PAYMENTS AND ADDITIONAL COVERAGES**, the following provision is added to item 3.:

We will pay up to \$750 per year for damage to real and personal property of the landlord in the "residence premises" if such damage is caused by an "insured" and results from pet damage (limited to \$750 in coverage in excess of any applicable security deposit dollar amount or special pet deposit dollar amount, whether or not it is collected by the landlord, that is a part of the lease/rental agreement).

Item b. is revised as follows:

- b. For damages to property owned by, occupied by, used by or in the care, custody or control of any **certificateholder**, any **certificateholder's** tenant or any resident of **your** household.

ALL OTHER TERMS AND PROVISIONS OF THE CERTIFICATE REMAIN THE SAME.



Technology Insurance Company, Inc.
An AmTrust Financial Company

1145 Nicholson Road, Unit 2, Newmarket, Ontario L3Y 9C3

RESIDENTS LIABILITY PROGRAM BIOHAZARD CLEAN-UP ENDORSEMENT

THIS ENDORSEMENT CHANGES THE CERTIFICATE. PLEASE READ IT CAREFULLY.

SUPPLEMENTARY PAYMENTS AND ADDITIONAL COVERAGES

The following item 4. is added:

4. In the unfortunate circumstance of the death of a **certificateholder** that occurs in the **insured location**, this certificate will provide up to \$2,000 for Biohazard Clean-up, in excess of any applicable security deposit that is a part of the lease or rental agreement. Biohazard Clean-up includes biohazard recovery, decontamination, and blood cleanup performed by a company specifically licensed and/or certified to perform such services.

This coverage does not apply to any resulting damage to personal property. This coverage is limited to the **insured location**. The **certificateholder** means **you** and any person residing at the **insured location**, but only if that person is listed on the lease or rental agreement that applies to the **insured location** for this coverage to apply.

ALL OTHER TERMS AND PROVISIONS OF THE CERTIFICATE REMAIN THE SAME.



Technology Insurance Company, Inc.

An AmTrust Financial Company

1145 Nicholson Road, Unit 2, Newmarket, Ontario L3Y 9C3

STATUTORY CONDITIONS

(Applicable in British Columbia, Alberta, Saskatchewan, and Manitoba)

These consolidated Statutory Conditions are subject to the following modifications:

- For insureds resident in British Columbia, Saskatchewan, or Manitoba:
 - the reference to “or recorded” contained in these Statutory Conditions is hereby deleted; and
 - the reference to “mail” in Section 5(4) is hereby deleted and replaced with “letter”.
- For insureds resident in Alberta, the reference to “registered or recorded mail” in these Statutory Conditions is amended to “recorded mail”.
- For insureds resident in Saskatchewan, Section 5(4) of these Statutory Conditions is hereby deleted and replaced with: “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.”

A. Misrepresentation

If a person applying for insurance falsely describes the property to the prejudice of the Company, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the Company 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.

B. Property of Others

The Company 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.

C. Change of Interest

The Company 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.

D. Material Change

1. The insured must promptly give notice in writing to the Company 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 the Company 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 the Company or its agent is notified of a change under subparagraph (1) of this condition, the Company 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 Company 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.

E. Termination

1. The contract may be terminated
 - (a) by the Company giving to the insured 15 days' notice of termination by registered or 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 Company,
 - (a) the Company 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 Company 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 or recorded letter or notification of it is delivered to the insured's postal address.

F. 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 Company,
 - (b) deliver as soon as practicable to the Company 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 Company, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and
 - (d) if required by the Company 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.

F. Fraud

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

G. 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.

H. 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 Company 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.

I. Entry, Control, Abandonment

After loss or damage to insured property, the Company 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 Company is not entitled to the control or possession of the insured property, and
 - ii. without the Company's consent, there can be no abandonment to it of the insured property.

J. 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 Company.

K. 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 Company.

L. Replacement

1. Unless a dispute resolution process has been initiated, the Company, 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 Company gives notice under subparagraph (1) of this condition, the Company 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.

M. Notice

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

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

POLICYHOLDER NOTICE

ELECTRONIC DELIVERY FOR COMMERCIAL POLICYHOLDERS

You have the following options regarding how you want to receive policies and notices.

- (1) To receive delivery of the policy and all notices in paper copy;
- (2) To receive delivery of the policy and all notices electronically; or
- (3) To receive delivery of the policy electronically but to receive all notices in paper copy.

Unless you tell us otherwise **we will use delivery option (3)**. Policies will be sent to the e-mail address we have on file. Notices will be mailed to the address shown on the declarations page of your policy.

To select option (1) or (2), please contact us by:

- (a) mailing written notice to us at the address shown below;
- (b) calling us at the telephone number shown below; or
- (c) transmitting notice to us electronically at the e-mail address shown below.

Please be sure to include your policy number on your notification and, if selecting delivery option (2), be sure to provide the e-mail address you want us to use.

Technology Insurance Company, Inc.
1145 Nicholson Road, Unit 2
Newmarket, Ontario L3Y 9C3
888-218-1070
SRCompliance@amtrustgroup.com

If you elect to allow this policy and notices and communications to be electronically delivered, please be aware that the election operates as your voluntary consent for all notices to be sent electronically, including notice of nonrenewal and cancellation. Therefore, please be diligent in updating the e-mail address provided to us or the policy administrator if that address changes.

You may opt out of receiving electronic transmission of all notices and communications at any time by:

- (a) mailing a written request to the address shown above;
- (b) calling us at the toll-free number shown above;
- (c) transmitting electronic notice to the e-mail address shown above.

We must receive your notice to opt out at least thirty (30) days prior to the date that you want all electronic communications to end.

By accepting options (2) or (3), you will be deemed

- (a) to have consented to the delivery of any insurance policy and endorsements or other changes to the e-mail address we have on file for you;
- (b) to have confirmed that you will be able receive electronic mail at that e-mail address; and
- (c) to be able to view and print any attachment to electronic mail that is in pdf format.

You will also be deemed to have agreed that the delivery to you of any attachment to electronic mail that is sent to that e-mail address in pdf format will be considered for all purposes to have occurred upon our sending the attachment in pdf format to your e-mail address.