

# TERMS AND CONDITIONS

## Putting Contest

Underwritten by Certain Underwriters at Lloyds through PAL Insurance Brokers Canada Ltd. (PAL)

### I. CONFIRMATION OF TERMS

1. We (PAL) provides the insurance described in this policy in return for payment and is subject to the terms and conditions below. Only a signed and completed PAL application received prior to tournament date will supersede prior communications of terms and conditions. Once a policy is established, any changes must be provided to PAL in writing. (Failure to Notify us may result in a denied claim)

### II. Client's Pre-Contest Requirements:

1. Insured must appoint a contest administrator responsible for executing the contest in a manner that complies with the contract terms & conditions
2. Post and/or distribute to all contestants, copies of the official contest rules that comply with the terms of this contract.

### III. Contest Parameters:

1. Minimum distance of golf putt: **70 feet**.
2. Maximum number of attempts covered by this contract: **(1)**.
3. Maximum number of attempts per contestant: **(1)**.
4. Maximum number of winners covered by this contract: **(1)**.
5. The exact distance of the golf putt **may not** be released, revealed or promoted in any manner prior to the contest attempt.
6. Employees, their immediate family members and members of the same household of underwriters, or any advertising or promotional agencies involved in the contest are not eligible to participate.
7. Nothing may be done to enhance a contestant's normal chances of winning this contest.
8. All attempts must be filmed and recorded.

### IV. Contestant Selection & Eligibility Requirements:

1. Contestants may not be notified of their selection more than 24 hours prior to the contest attempt.
2. Contestant(s) must be randomly selected from all entries received, or through a qualifying method which has been pre-approved by PAL. Once a contestant has been selected as a finalist, contestant may not be re-selected during the contest period covered by this contract.
3. The following classes of people are ineligible to participate in the contest, or claim the grand prize:
  - a. Any current or former professional golfer as defined by USGA/RCGA guidelines (PGA, LPGA or any other professional tour).
  - b. Any current or former club professional who has not achieved reinstatement to amateur status.
  - c. Any current NCAA, NAIA, or JUCO golfers, or anyone who has played at any collegiate level within the past six (6) years.
4. Contestants may not attempt any practice or warm-up putts in any manner from any distance prior to their attempt once they have been notified as a grand prize finalist. If selected through a qualifying round, contestants may not have attempted any qualifying putt from a distance of greater than **10 feet**.

### V. Contest Materials:

1. All contestants must use a regulation golf ball and putter that meet USGA/RCGA guidelines.
2. The cup used must be a regulation golf cup which meets the requirements as outlined in the official USGA/RCGA rule book (maximum edge-to-edge diameter: 4.25 inches; maximum inside diameter: 4 inches).
3. If desired, a pin may be used in conjunction with the putting green for this event. However, the pin must be tended and must be pulled prior to the golf ball coming in contact with the lip of the cup. **Any putt attempt that makes contact with the pin in any manner is ineligible to win, regardless of its outcome.**
4. Nothing may be done in any way to the surface of the green or any of the equipment used in this promotion that would in any way channel or direct the path of the ball, or in any way enhance the contestant's chances of making the attempted putt. The cup must be positioned in one of its normal locations on the green, and may not be positioned in a manner that would increase the chances of a successful putt attempt.
5. PAL will provide an official finalist affidavit of eligibility form to be signed by each contestant prior to their golf putt attempt.

### VI. Contest Execution Requirements:

1. The contest administrator, one non-participating witness and the camera operator must supervise each golf putt attempt. All eligible golf putt attempts must occur in the presence of the appointed contest administrator and witnesses.
  - a. Contest administrator is responsible for ensuring all contestants are fully aware of all contract terms and conditions and the contest rules.
2. Each eligible contestant must sign the official finalist affidavit of eligibility form provided by PAL immediately prior to their golf putt attempt
3. Each eligible contestant must initiate the putt from a minimum distance of **70 feet**.
  - a. Each putt attempt must be initiated from behind the demarcation line, which is a minimum distance of **(70 feet)** from the lip of the cup. A foot fault (contestant's foot touching or crossing over the respective demarcation line) will disqualify any putt attempt. A contestant will not be allowed another putt to replace the faulted putt.
  - b. In order to be considered a successful putt attempt, the golf ball may not come in contact with or bounce off of any person, wall or object in any manner prior to entering the cup other than the surface of the putting green. A golf ball that contacts or

bounces off of any person, wall or object prior to entering the cup is immediately disqualified regardless of the outcome of the putt attempt.

- c. In order to claim the grand prize, an eligible contestant must successfully make the grand prize putt attempt. The golf ball must come to rest completely inside the cup. A ball that enters the cup but fails to remain inside the cup will not constitute a winning putt.
- d. **No two (2) consecutive putt attempts may be initiated from the same location on the green. Each consecutive putt attempt must be initiated a minimum distance of 10 feet apart.**

4. Each golf putt attempt **must be filmed and recorded**. Any golf putt attempt that is not filmed and recorded will not be considered eligible for a claim under the terms of this contract. It is the responsibility of the client/contest administrator to ensure that all filming and recording equipment is in working order. The individual operating the camera must record:
  - a. The measuring of the required distance for each putt attempt;
  - b. Each contestant signing the official finalist affidavit of eligibility form immediately prior to their putt attempt;
  - c. Each contestant putting the ball and the subsequent path of the golf ball toward and into the cup;
  - d. The golf ball being removed from the cup after any successful putt attempt;In the event of a claim, the entire sequence of events for the winning golf putt attempt must be provided on a continuous, unedited, uninterrupted filmed and recorded footage..

#### **VII.Claim Procedures -- Requirements for reimbursement of a prize claim:**

1. In the event an eligible contestant initiates a golf putt from a distance of **70 feet** and the ball comes to rest completely inside the cup, the designated contestant will be eligible for the grand prize, subject to verification and approval by PAL.
2. In the event of an eligible claim, client must:
  - a. Notify PAL within one (1) business day from the date on which a contestant successfully completes the prize winning requirements by Fax 519-428-5661 or by e-mail [ontario@palcanada.com](mailto:ontario@palcanada.com)
  - b. Provide PAL with the name, address, and phone number of the eligible contestant;
  - c. Provide PAL with the official finalist affidavit of eligibility form signed by each contestant prior to their golf putt attempt;
  - d. Provide PAL with the filming and recording each of the items as required above (see item V4-a-d). Failure to provide a copy of the filmed and recorded footage as required will result in a claim denial;
  - a. Provide PAL with the name, address, and phone number of the contest administrator and appointed witness.
3. The winning contestant must be the participant who originally signed the official finalist affidavit of eligibility and participated in the contest. No family member, friend or any other person will be allowed to accept the prize on behalf of a winning contestant.
4. Certified affidavits and recorded statements may be required from the contest administrator and witness to verify that all contract terms and conditions outlined herein have been met.
5. **Failure to adhere to any of the terms and conditions outlined herein will result in a claim denial.**

#### **I. Contest Dates, Cancellations, Revisions and Schedule of Prize Awards:**

1. If the event is cancelled, assuming that no attempts at winning the grand prize were initiated, the client will be entitled to a full refund less a \$25.00 cancellation fee and any additional costs incurred by PAL.
2. PAL must be notified in writing at least 24 hours in advance of any changes regarding the date(s) of this contest.
3. A winner is liable for any tax consequences resulting from their acceptance of any prize associated with this contest.
4. The schedule of prize awards is as follows:
  - a. Per occurrence: **\$10,000.00 Cash CDN;**
  - b. Maximum **(1) winner(s).**
  - c. Maximum aggregate liability: **\$10,000.00 Cash CDN;**
5. This contract covers a maximum of **(1)** golf putt attempts on or between the following date(s): **08/17/2023.**

## CONTESTANT FINALIST AFFIDAVIT

Failure or disregard of any of the contest terms and conditions shall render the contract null and void and no claim shall be made. I further certify that the information is correct and that I have read and agree to the rules and regulations of this contest. I fully understand that any misrepresentation of fact as to my eligibility, whether intentional or unintentional, shall be sufficient cause to forfeit any prize awarded by the insured.

Tournament Name: \_\_\_\_\_ Date of Event: \_\_\_\_\_

Name of Sponsor: \_\_\_\_\_ Policy number: \_\_\_\_\_ Current Date: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

As a participant , I certify that I understand the Contest Terms and Conditions of the policy # \_\_\_\_\_. I understand I will have only one attempt at this contest to sink a putt. I also agree and acknowledge the following :

- I confirm I am not a professional Golfer.
- I understand I may not attempt any practice or warm-up -putts in any manner from any distance prior to their attempt once I have been notified as a grand prize finalist
- I confirm I have not attempted any qualifying putts from a distance greater than 10 ft.
- I Understand that no two ( 2) consecutive putt attempts may be initiated from the same location on the green. Each consecutive putt attempt must be initiated a minimum distance of 10 ft apart.
- I confirm his putting contest will take place on real ( grass only) green.
- I understand that all golf putts will be videotaped by an official camera operator.

**Agreed by :**

**Contestant #1:** Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

**Contestant #2:** Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Dated : \_\_\_\_\_

**Contestant #3:** Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Dated : \_\_\_\_\_

**Contestant #4:** Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

**Contestant #5:** Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Dated : \_\_\_\_\_

**Contestant #6:** Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Dated : \_\_\_\_\_

**Contestant #7:** Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

**Contestant #8:** Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Dated : \_\_\_\_\_

**Contestant #9:** Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Dated : \_\_\_\_\_

**Contestant #10:** Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

**\*\* Further, the said "Witness(es)" and "Hole Monitor" does hereby accept all legal consequences, which may result if such a claim is determined to be false or fraudulent.**

**PSU002**

**LLOYD'S Standard Wording - Contingency**

Attached to and forming part of this policy.

**P.A.L**

**INSURANCE BROKERS**

**CANADA LTD.**

## CANCELLATION CLAUSE

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

NOTWITHSTANDING anything contained in this Insurance to the contrary this insurance may be cancelled by the Assured at any time by written notice or by surrendering of this contract of insurance. This Insurance may also be cancelled by or on behalf of the Underwriters by delivering to the Assured or by mailing to the Assured, by registered, certified or other first class mail, at the Assured's address as shown in this Insurance, written notice stating when, not less than 30 days thereafter (or, in the event of cancellation being for non-payment of premium, 15 days thereafter) the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice and this Insurance shall terminate at the date and hour specified in such notice.

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

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

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

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

NMA 1331 (20/4/61)

EXCEPT AS PROVIDED BY THIS FORM, ALL TERMS, PROVISIONS, AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

## TERRORISM EXCLUSION ENDORSEMENT

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

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

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

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

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

08/10/01  
NMA2920

**WAR AND TERRORISM EXCLUSION ENDORSEMENT**

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

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

or

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

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

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

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

NMA2918  
08/10/2001

**RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE**

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

This Policy does not cover

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

directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

3/12/59  
NMA1270

**LLOYD'S NOTICE CONCERNING PERSONAL  
INFORMATION**

## How we use your information

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

Information is collected and stored for the following purposes:

- the communication with Lloyd's policyholders
- the underwriting of policies
- the evaluation of claims
- the analysis of business results
- purposes required or authorized by law

## What personal information we collect about you

We collect, process and store the following personal information about you:

- Name
- Address including postal code and country
- Policy number
- Claim number
- Credit card details
- Bank account details

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

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

## Who we disclose your information to

For the purposes identified, personal information may be disclosed to Lloyd's related or affiliated organisations or companies, their agents/mandataires, and to certain non-related or unaffiliated organisations or companies, including service providers. These entities may be located outside Canada therefore a customer's information may be processed in a foreign jurisdiction (the United Kingdom and the European Union) and their information may be accessible to law enforcement and national security authorities of that jurisdiction.

## Disclosure without consent

The following are reasonable grounds to permit the disclosure of personal information without the knowledge or consent of a customer:

- Detecting or suppressing fraud
- Investigating or preventing financial abuse
- For communication with the next of kin or authorized representative of an injured, ill or deceased individual
- Investigating a breach of an agreement or a contravention of the laws of Canada or a foreign jurisdiction
- Witness statement necessary to assess, process or settle insurance claims
- Information produced in the course of employment and the disclosure is consistent with the purpose it was produced for

## How to access your information and/or contact us

To access and request correction or deletion of your information, or to obtain written information about Lloyd's policies and practices in respect of service providers located outside Canada, please contact the Ombudsman at [info@lloyds.ca](mailto:info@lloyds.ca). The Ombudsman will also answer customer's questions about the collection, use, disclosure or storage of their personal information by such Lloyd's service providers.

Further information about Lloyd's personal information protection policy may be obtained from the customer's broker or by contacting Lloyd's on: 514 861 8361, 1 877 455 6937, or through [info@lloyds.ca](mailto:info@lloyds.ca).

## LLOYD'S UNDERWRITERS' POLICYHOLDERS' COMPLAINT PROTOCOL

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

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

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

### **Lloyd's Underwriters**

Attention: Complaints Officer:

1155 rue Metcalfe, Suite 2220, Montréal (Québec) H3B 2V6

Tel: 1-877-455-6937 - Fax: (514) 861-0470

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

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

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

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

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

### **For Quebec clients:**

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

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

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

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

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

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

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

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

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## CODE OF CONSUMER RIGHTS AND RESPONSABILITIES

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



information to your insurer. Your policy outlines other important responsibilities. Insurers and their distribution networks, and governments also have important roles to play in ensuring that your rights are protected.

#### **Right to Be Informed**

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

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

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

#### **Responsibility to Ask Questions and Share Information**

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

#### **Right to Complaint Resolution**

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

#### **Responsibility to Resolve Disputes**

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

#### **Right to Professional Service**

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

#### **Right to Privacy**

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

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## **STATUTORY CONDITIONS (Alberta)**

#### **Misrepresentation**

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

#### **Property of others**

2. The insurer is not liable for loss or damage to property owned by a person other than the insured unless
  - (a) otherwise specifically stated in the contract, or
  - (b) the interest of the insured in that property is stated in the contract.

#### **Change of interest**

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

#### **Material change in risk**

4. (1) The insured must promptly give notice in writing to the insurer or its agent of a change that is
  - (a) material to the risk, and
  - (b) within the control and knowledge of the insured.

- (2) If an insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.
- (3) If an insurer or its agent is notified of a change under subparagraph (1) of this condition, the insurer may
  - (a) terminate the contract in accordance with Statutory Condition 5,
  - or
  - (b) notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.
- (4) If the insured fails to pay an additional premium when required to do so under subparagraph (3) (b) of this condition, the contract is terminated at that time and Statutory Condition 5 (2) (a) applies in respect of the unearned portion of the premium.

**Termination of insurance**

5. (1) The contract may be terminated
  - (a) by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
  - (b) by the insured at any time on request.
- (2) If the contract is terminated by the insurer,
  - (a) the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and
  - (b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.
- (3) If the contract is terminated by the insured, the insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.
- (4) The 15 day period referred to in subparagraph (1) (a) of this condition starts to run on the day the registered letter or notification of it is delivered to the insured's postal address.

**Requirements after loss**

6. (1) On the happening of any loss of or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9,
  - (a) immediately give notice in writing to the insurer,
  - (b) deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration,
    - (i) giving a complete inventory of that property and showing in detail quantities and cost of that property and particulars of the amount of loss claimed,
    - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
    - (iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured,
    - (iv) stating the amount of other insurances and the names of other insurers,
    - (v) stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
    - (vi) stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued, and
    - (vii) stating the place where the insured property was at the time of loss,
  - (c) if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and
  - (d) if required by the insurer and if practicable,
    - (i) produce books of account and inventory lists,
    - (ii) furnish invoices and other vouchers verified by statutory declaration, and
    - (iii) furnish a copy of the written portion of any other relevant contract.
- (2) The evidence given, produced or furnished under subparagraph (1) (c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

**Fraud**

7. 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.

**Who may give notice and proof**

8. 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.

**Salvage**

9. (1) In the event of loss or damage to insured property, the insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.
- (2) The insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under subparagraph (1) of this condition.

**Entry, control, abandonment**

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

**In case of disagreement**

11. (1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the *Insurance Act*, whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.
- (2) There is no right to a dispute resolution process under this condition until
  - (a) a specific demand is made for it in writing, and
  - (b) the proof of loss has been delivered to the insurer.

**When loss payable**

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

**Repair or replacement**

13. (1) Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.  
(2) If the insurer gives notice under subparagraph (1) of this condition, the insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss, and must proceed with all due diligence to complete the work within a reasonable time.

**Notice**

14. (1) Written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the province.  
(2) Written notice to the insured may be personally delivered at, or sent by registered mail addressed to, the insured's last known address as provided to the insurer by the insured.

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LSW1814

<b>STATUTORY CONDITIONS (British Columbia)</b>
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**Misrepresentation**

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

**Property of others**

2. The insurer is not liable for loss or damage to property owned by a person other than the insured unless  
(a) otherwise specifically stated in the contract, or  
(b) the interest of the insured in that property is stated in the contract.

**Change of interest**

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

**Material change in risk**

4. (1) The insured must promptly give notice in writing to the insurer or its agent of a change that is  
(a) material to the risk, and  
(b) within the control and knowledge of the insured.  
(2) If an insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.  
(3) If an insurer or its agent is notified of a change under subparagraph (1) of this condition, the insurer may  
(a) terminate the contract in accordance with Statutory Condition 5,  
or  
(b) notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.  
(4) If the insured fails to pay an additional premium when required to do so under subparagraph (3) (b) of this condition, the contract is terminated at that time and Statutory Condition 5 (2) (a) applies in respect of the unearned portion of the premium.

**Termination of insurance**

5. (1) The contract may be terminated  
(a) by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or  
(b) by the insured at any time on request.  
(2) If the contract is terminated by the insurer,  
(a) the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and  
(b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.  
(3) If the contract is terminated by the insured, the insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.  
(4) The 15 day period referred to in subparagraph (1) (a) of this condition starts to run on the day the registered letter or notification of it is delivered to the insured's postal address.

**Requirements after loss**

6. (1) On the happening of any loss of or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9,  
(a) immediately give notice in writing to the insurer,  
(b) deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration,  
(i) giving a complete inventory of that property and showing in detail quantities and cost of that property and particulars of the amount of loss claimed,  
(ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,  
(iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured,  
(iv) stating the amount of other insurances and the names of other insurers,  
(v) stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,  
(vi) stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued, and  
(vii) stating the place where the insured property was at the time of loss,

- (c) if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and
  - (d) if required by the insurer and if practicable,
    - (i) produce books of account and inventory lists,
    - (ii) furnish invoices and other vouchers verified by statutory declaration, and
    - (iii) furnish a copy of the written portion of any other relevant contract.
- (2) The evidence given, produced or furnished under subparagraph (1) (c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

**Fraud**

7. 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.

**Who may give notice and proof**

8. 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.

**Salvage**

9. (1) In the event of loss or damage to insured property, the insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.
- (2) The insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under subparagraph (1) of this condition.

**Entry, control, abandonment**

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

**In case of disagreement**

11. (1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the *Insurance Act*, whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.
- (2) There is no right to a dispute resolution process under this condition until
- (a) a specific demand is made for it in writing, and
  - (b) the proof of loss has been delivered to the insurer.

**When loss payable**

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

**Repair or replacement**

13. (1) Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.
- (2) If the insurer gives notice under subparagraph (1) of this condition, the insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss, and must proceed with all due diligence to complete the work within a reasonable time.

**Notice**


14. (1) Written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the province.
- (2) Written notice to the insured may be personally delivered at, or sent by registered mail addressed to, the insured's last known address as provided to the insurer by the insured.

01/07/12  
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**SANCTION LIMITATION AND EXCLUSION CLAUSE**

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

15/09/10  
LMA3100



**IDENTIFICATION OF INSURERS/ ACTION AGAINST INSURER**  
 Effected with certain Lloyd's Underwriters through  
 Lloyd's Approved coverholder **PAL INSURANCE BROKERS CANADA LTD.**  
 2 Norfolk St. South, Simcoe, On N3Y 2V9

**IDENTIFICATION OF INSURER / ACTION AGAINST INSURER**

This insurance has been effected in accordance with the authorization granted to the office indicated on the Declarations page by certain Lloyd's Underwriters, whose names and proportions underwritten by them can be ascertained by reference to contract No. found on the certificate of insurance which bears the seal of Lloyd's policy signing office and has been certified by the Attorney in Fact in Canada for Lloyd's Underwriters and may be seen at the office indicated on the Declarations page. The Underwriters identified in the said contract shall be liable hereunder each for his own part and not for another in proportion to the several sums by each of them subscribed to the said contract.

In any action to enforce the obligations of the Underwriters liable hereunder they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters liable hereunder as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters, whose address for such service is 1155, rue Metcalfe, Suite 2220, Montréal, Québec H3B 2V6.

**NOTICE**

Any notice to the Insurer may be validly given to the office indicated on the declarations page.

The Insured is requested to read this policy, and if incorrect, return it immediately for alteration. In the event of an occurrence likely to result in a claim under this insurance, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to this Coverholder.

LSW1548B  
14 December 2011

**INSURE IN CANADA A RISK**

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

01/10  
LSW1669

**SEVERAL LIABILITY NOTICE**

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

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LSW 1001

**CONTINGENCY CORONAVIRUS EXCLUSION**

1. Notwithstanding any provision to the contrary, this policy does not cover:

- 1.1. any loss directly or indirectly arising out of, contributed to by, or resulting from:
  - 1.1.1. Coronavirus disease (COVID-19);
  - 1.1.2. Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2); or
  - 1.1.3. any mutation or variation of SARS-CoV-2;

or from any fear or threat of 1.1.1, 1.1.2 or 1.1.3 above;

1.2 any loss resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1.1.1, 1.1.2 or 1.1.3 or fear or threat thereof.

**All other terms and conditions remain unchanged**

**COMMUNICABLE DISEASE EXCLUSION**  
(For use on Contingency Cancellation & Abandonment risks)

1. Notwithstanding any provision to the contrary, this Contract of Insurance does not cover:

- 1.1. any loss directly or indirectly arising out of, contributed to by, or resulting from any Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease;
- 1.2. any loss resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Communicable Disease or fear or threat (whether actual or perceived) thereof.

2. For the purposes of this exclusion, Communicable Disease means any disease capable of being transmitted from any organism to another organism by means of any substance or agent.

**All other terms and conditions remain unchanged**

**COMMUNICABLE DISEASE EXCLUSION**  
(For use on Contingency Non-Appearance risks)

1. Notwithstanding any provision to the contrary, this Contract of Insurance does not cover any loss directly or indirectly arising out of, contributed to by, or resulting from any Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. Subject to all the terms, conditions, limitations and exclusions of this Contract of Insurance or any endorsement thereto, paragraph 1 does not apply to a Communicable Disease which, in the opinion of an independent healthcare professional approved by the Underwriters:
  - 2.1. entirely prevents any Insured Person from appearing or continuing to appear in any Insured Event, and
  - 2.2. first occurs in an Insured Person:
    - 1.2.1. during the period of insurance; and
    - 2.2.2. prior to the issuance of any guidance or advice to prevent, control, suppress or in any way respond to that Communicable Disease by any public, local, national or international authority, agency or government; andwhere 2.1 above is the sole and direct cause of the necessary Cancellation, Abandonment, Postponement, Interruption, Curtailment or Relocation of any Insured Event.
2. For the purposes of this exclusion, Communicable Disease means any disease capable of being transmitted from any organism to another organism by means of any substance or agent.

**All other terms and conditions remain unchanged**

**CYBER EXCLUSION**  
(For use in conjunction with Contingency Risks)

1. This Contract of Insurance does not cover any loss directly or indirectly arising out of, contributed to by, or resulting from any:
  - 1.1. Cyber Act or Cyber Incident or the fear or threat (whether actual or perceived) of any Cyber Act or Cyber Incident; or
  - 1.2. Action taken in controlling, preventing, suppressing, or remediating any Cyber Act or Cyber Incident or the fear or threat (whether actual or perceived) of any Cyber Act or Cyber Incident.

#### DEFINITIONS

2. Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.
3. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, involving access to, processing of, use of or operation of any Computer System.
4. Cyber Incident means:
  - 4.1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
  - 4.2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

**All other terms and conditions remain unchanged**

LMA5460  
14 October 2020

## **P.A.L. Insurance Brokers Canada Ltd. Claims protocol**

In the Event of a Claim:

In order to report a claim, please follow the below Claims Protocol

- Step 1) Please contact your Broker / Underwriter at P.A.L. Insurance Broker's Canada Ltd. to request a Notice of Loss Form by email or telephone 800-265-8098, followed by your PAL representative's extension.
- Step 2) Complete the Notice of Loss Form and return with as much claims detail as possible to your Broker / Underwriter at P.A.L. Insurance Broker's Canada Ltd.
- Step 3) Your PAL Representative will then attach this claim information to your file
- Step 4) This claim information will then be sent to Maxwell Claims Services for review
- Step 4) A Maxwell Claim's Service representative will then contact you.

#### **Maxwell Claims**

Tel: 1-800-658-8668  
[info@maxwellclaims.net](mailto:info@maxwellclaims.net)

To report a claim outside of business hours, or in the event of an emergency, please dial **1-800-658-8668**.