

CYBERBOXX HOME EDITION

Thank **You** for purchasing this Cyberboxx Home Edition policy. This **Policy** sets out the Cyberboxx Home Edition coverage provided to **You** by BOXX Insurance Inc and underwritten by The Boiler Inspection and Insurance Company of Canada.

In this **Policy**, The Boiler Inspection and Insurance Company of Canada is called **We, Us** and **Our**. **You** and **Your** refer to the individual identified as the **Insured** in the **Summary of Coverage**.

It is important that **You** read this **Policy** document carefully along with **Your Summary of Coverage**, which sets out the details of coverage.

Please take the time to review this **Policy**.

This **Policy** contains various exclusions and limitations which eliminate or restrict coverage.

Only **Losses** that occur within the **Policy Period** shown on **Your Summary of Coverage** will be covered under this **Policy**. There will be no coverage for any **Loss** that was discovered by **You** prior to the effective date or after the expiry date of **Your Policy**, shown on **Your Summary of Coverage**.

Insurance cannot be a source of profit. It is only designed to indemnify **You** against actual **Losses** incurred by **You** or for which **You** are liable.

Within 10 days of delivery of the **Policy** and on the condition that no claim has been made, **You** may cancel for any reason and receive a full refund of any premium **You** have paid if **You** provide **Us** with written **Notice** of cancellation.

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE

Insurance coverage underwritten by The Boiler Inspection and Insurance Company of Canada

How to report a claim to BOXX's Hackbusters

If **You** need to make a claim under this **Policy**, **You** must telephone the helpline service as soon as **You** become aware of any incident or circumstance, but in no event more than 60 days after **You** become aware of such incident.

CALL NOW: 1-888-349-6660

Email: hackbusters@boxxinsurance.com

You can contact the Hackbusters' Canadian based helpline service 24 hours a day, seven days a week. The claims team will provide **You** with guidance over the phone and advise what happens next. Please note that the claims team may need access to **Your Computing Device** or **Connected Home Device** for the purpose of claims verification and recovery of data.

To help the claims administrator check and improve their service standards, they record all inbound and outbound calls.

When telephoning the helpline service, please provide **Your** Policy Number shown on **Your Summary of Coverage** when prompted to do so by the claims administrator. If **You** are unable to provide **Your** Policy Number, this may result in your claim being delayed.

To contact the helpline service, simply call 1-888-349-6660 or email hackbusters@boxxinsurance.com.

Please only contact the helpline service number above if **You** wish to report a claim under **Your** Cyberboxx Home Edition Policy. Do not use this helpline service to report an insurance claim under any other insurance policy **You** may have. The helpline service will not be able to help **You** with this.

If **You** have a query concerning your **Policy** cover, or a change in **Your** circumstances, **You** should contact the insurance intermediary who sold **You** this **Policy**.

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE

Insurance coverage underwritten by The Boiler Inspection and Insurance Company of Canada

Table of Contents

Summary of Coverage	4
Definitions	5
Coverage Provisions	11
Renewal and Cancellation of Policy	15
How Much We Will Pay	16
What is Not Covered	17
Claims Provisions	19
General Provisions	20
Statutory Conditions (Applicable to Alberta, British Columbia and Manitoba only)	22
Statutory Conditions (Applicable to Saskatchewan only)	26
General Policy Conditions	29
Privacy Policy	32

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE

Insurance coverage underwritten by The Boiler Inspection and Insurance Company of Canada

Summary of Coverage

Please refer to **Your Summary of Coverage** document to determine the coverage you have. Also, refer to “Definitions”, “How Much We Will Pay” and “What is Not Covered”, for precise information on the coverages.

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE

Insurance coverage underwritten by The Boiler Inspection and Insurance Company of Canada

Definitions

This section of the **Policy** sets out the definitions for words and phrases that have specific meanings when used in this **Policy**.

Words shown in **bold** have the same meaning wherever they appear in the **Policy**, except for section and paragraph headings. They include the plural as well as the singular.

Affected Individual

Means any person whose **Personally Identifying Information** is lost, stolen, accidentally released or accidentally published by a **Data Breach** covered under this **Policy**. This definition is subject to the following provisions:

- . **Affected Individual** must be someone whose **Personally Identifying Information** is in **Your** possession because of:
A family or personal relationship with **You** or another **Insured**; or
The activities or responsibilities of **You** or another **Insured** in connection with volunteer work for a non-profit organization.
- . **Affected Individual** does not mean or include any of the following:
You or another **Insured**;
Anyone whose **Personally Identifying Information** is in **Your** possession because of the activities or responsibilities of **You** or another **Insured** in connection with a for-profit organization or in connection with a non-profit organization for which **You** or another **Insured** are a paid employee or contract worker. Such organizations include, but are not limited to, organizations that **You** or another **Insured** own or operate; or
Any business, organization or entity. Only an individual person may be an **Affected Individual**.

Application

Means the form requesting coverage under this **Policy** submitted by **You** to **Us** for approval. The Application forms part of **Your Contract**.

Business

Means any employment, trade, occupation, profession, farm operation or any activity intended to realize a benefit or financial gain engaged in a full-time, part-time or occasional basis.

Computing Device

Means a desktop, laptop or tablet computer or wi-fi router or other internet access point. Such device must be owned or leased by **You** and operated under **Your** control.

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE

Insurance coverage underwritten by The Boiler Inspection and Insurance Company of Canada

Connected Home Device	<p>Means any electronic device, other than a Computing Device, that connects to the internet or to other electronic devices. This includes, but is not limited to, networked versions of any of the following:</p> <ul style="list-style-type: none">a. Smart phones;b. Thermostats;c. Entertainment systems;d. Appliances;e. Smoke, fire and home security monitoring systems; orf. Cameras. <p>Such device must be owned or leased by You and operated under Your control.</p>
Contract	<p>Means the entire Contract of insurance consisting of this Policy, the Summary of Coverage, the Application, and any documents attached to the Policy when issued and any amendments to the Policy agreed upon in writing after the Policy is issued.</p>
Coverage Territory	<p>Means, subject to any terms, conditions and exclusions, this Policy applies to any Loss occurring anywhere in the world, but We shall only pay for a Loss incurred by You in Canada, United States of America or Puerto Rico.</p>
Cyber Attack	<p>Means one of the following involving a Computing Device or Connected Home Device:</p> <ul style="list-style-type: none">a. Unauthorized Access or Use - meaning the gaining of access to Your Computing Device or Connected Home Device by an unauthorized person or persons or by an authorized person or persons for unauthorized purposes; orb. Malware Attack – meaning damage to Your Computing Device, Connected Home Device or data arising from malicious code, including viruses, worms, Trojans, spyware and keyloggers. This does not mean damage from shortcomings or mistakes in legitimate electronic code or damage from code installed on Your Computing Device or Connected Home Device during the manufacturing process
Cyberbullying Costs	<p>Means the following costs arising as a direct result of a Cyberbullying Event when incurred by You or another Insured within 12 months after the Cyberbullying Event:</p> <ul style="list-style-type: none">a. Costs for counseling from a licensed mental health professional for the victim of the Cyberbullying Event;b. Temporary relocation expenses;c. Temporary private tutoring;d. Enrollment expenses incurred due to relocation to a similar, alternate school, but enrollment expenses do not include tuition costs;e. Professional cybersecurity consultation services;f. Purchase of mobile applications, social monitoring software and web-based products when used to prevent further occurrence of Cyberbullying Events;g. Legal expenses, including legal expenses for the removal of online content related to the Cyberbullying Event; orh. Lost wages, childcare and eldercare expenses.
Cyberbullying Event	<p>Means two or more similar or related acts of harassment, intimidation, defamation, invasion of privacy, threats of violence or other similar acts. These related acts must be perpetrated, wholly or partially, using computers, cell phones, tablets or any similar device. The Cyberbullying Event, for purposes of this Policy, begins on the date of the first similar or related act of cyberbullying.</p>

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE

Cyber Extortion Event	Means one of the following involving a Computing Device or Connected Home Device : <ul style="list-style-type: none">a. A demand for money or other consideration based on a credible threat to damage, disable, deny access to or disseminate content from Your Computing Device, Connected Home Device or data; orb. A demand for money or other consideration based on an offer to restore access or functionality in connection with an attack on Your Computing Device, Connected Home Device, or data.
Cyber Extortion Response Costs	Means any payment as directed by the extortion threat, but only when that payment is: <ul style="list-style-type: none">a. Incurred as a direct result of a Cyber Extortion Event directed against You or another Insured; andb. Approved in advance by Us. However, at Our sole discretion, We may pay for Cyber Extortion Response Costs that were not approved in advance by Us if We determine the following:<ul style="list-style-type: none">(1) It was not practical for You to obtain Our prior approval; and(2) If consulted at the time, We would have approved the payment.
Data Breach	<ul style="list-style-type: none">a. Means the loss, theft, accidental release or accidental publication of Personally Identifying Information as respects one or more Affected Individuals. At the time of the breach, such information must be in the care, custody or control of:<ul style="list-style-type: none">(1) You or another Insured; or(2) A professional entity with whom You or another Insured have a contract and to whom You or another Insured have entrusted the information.b. As respects Data Breach coverage, if the date of the Data Breach as defined in a. above cannot be determined, such date shall be deemed to be the date You first become aware of the loss, theft, release or publication of the Personally Identifying Information, provided that such date falls within the Policy Period.
Data Recovery Costs	<ul style="list-style-type: none">a. Means the costs of a professional firm hired by You to replace electronic data that has been lost or corruptedb. Does not mean costs to research, re-create or replace any of the following:<ul style="list-style-type: none">(1) Software programs or operating systems that are not commercially available;(2) Data that cannot reasonably be replaced. This includes, but is not limited to, personal photos, movies or recordings for which no back-up is available; or(3) Data that is obsolete, unnecessary or useless to You.
Fraud Costs	Means the amount fraudulently taken from the Insured . This is the direct financial loss only. Fraud Costs does not include any of the following: <ul style="list-style-type: none">a. Other expenses that arise from the Fraud Event;b. Indirect loss, such as bodily injury, lost time, lost wages, identity recovery expenses or damaged reputation;c. Any interest, time value or potential investment gain on the amount of financial loss; ord. Any portion of such amount that has been or can reasonably be expected to be reimbursed by a third party, such as a financial institution.

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE

Fraud Event

- a. Means any of the following, when such event results in direct financial loss to an **Insured**:
- (1) An **Identity Theft**;
 - (2) The unauthorized use of a card, card number or account number associated with a bank account or credit account issued to or registered in an **Insured's** name, when the **Insured** is legally liable for such use;
 - (3) The forgery or alteration of any cheque or negotiable instrument;
 - (4) Acceptance in good faith of counterfeit currency; or
 - (5) An intentional and criminal deception of an **Insured** to induce the **Insured** to part voluntarily with something of value.
- b. Does not mean or include any occurrence:
- (1) In which the **Insured** is threatened or coerced to part with something of value;
 - (2) Between an **Insured** and any of the following:
 - (a) Any other **Insured**;
 - (b) The **Insured's** current or former spouse, common law spouse or domestic partner; or
 - (c) The **Insured's** grandparent, parent, sibling, child or grandchild.
 - (3) Involving use of a card, card number or account number associated with a bank account or credit account:
 - (a) By a person who has ever received any authorization from an **Insured** to use such card, card number or account number, unless such authorization was obtained through a criminal deception of the **Insured**; or
 - (b) If an **Insured** has not complied with all terms and conditions under which such card, card number or account number was issued.
 - (4) Arising from any of the following:
 - (a) The **Business** or professional service of an **Insured**;
 - (b) A dispute or a disagreement over the completeness, authenticity or value of a product, a service or a financial instrument;
 - (c) A gift or charitable contribution to an individual or any legitimate organization;
 - (d) An online auction or the use of an online auction site;
 - (e) A lottery, gambling or a game of chance; or
 - (f) An advance fee fraud or other fraud in which an **Insured** provides money based on an expectation of receiving at some future time a larger amount of money or something with a greater value than the money provided.

Identity Theft

Means the fraudulent use of **Personally Identifying Information**. This includes fraudulently using such information to establish credit accounts, secure loans, enter into contracts or commit crimes.

Insured

Means the person(s) named on **Your Summary of Coverage** and the following people while living in **Your Residence Premises**:

- a. A spouse or partner as defined by federal, provincial or territorial legislation;
- b. The family of the **Insured**; and
- c. Any person under the age of twenty-one (21) years and in **Your** care.

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE

Loss	<ul style="list-style-type: none"> a. With respect to Cyber Attack, Loss means those expenses enumerated in coverages provided of Section 1 – Cyber Attack; b. With respect to Cyber Extortion, Loss means Cyber Extortion Response Costs; c. With respect to Online Fraud, Loss means Fraud Costs; d. With respect to Cyberbullying, Loss means Cyberbullying Costs; e. With respect to Data Breach, Loss means those expenses enumerated in coverages provided of Section 5 – Data Breach.
Notice	Means a written communication by You to Us or vice versa.
One Cyber Occurrence	<p>Means all Cyber attacks, Cyberbullying Events, Cyber Extortion Events, Fraud Events and Data Breaches that:</p> <ul style="list-style-type: none"> a. Take place at the same time; or b. Arise during the same Policy Period from the same source, cause or vulnerability.
Personally Identifying Information	<ul style="list-style-type: none"> a. Means information that could be used to commit fraud or other illegal activity involving the credit or identity of an Affected Individual. This information includes, but is not limited to, Social Insurance Numbers or other account numbers correlated with names or addresses. b. Does not mean or include information that is otherwise available to the public, such as names and addresses with no correlated or associated Social Insurance Numbers or other account numbers.
Policy	Means this insurance Contract . The Policy forms part of Your Contract .
Policy Period	Means the period commencing on the effective date shown in Your Summary of Coverage . The Policy Period ends on the expiration date or the cancellation date of this coverage, whichever comes first.
Residence Premises	Means dwelling where You reside, and which is shown as the Residence Premises in Your Summary of Coverage .

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE

Insurance coverage underwritten by The Boiler Inspection and Insurance Company of Canada

School Administrator	Means a principal, vice principal, headmaster or dean.
Summary of Coverage	Means the insurance document called a Summary of Coverage , or any replacement of such document, which We issue to You , which contains information that is unique to Your Policy and summarizes the insurance coverages, premium, limits and deductible that apply. The Summary of Coverage forms part of Your Contract .
System Restoration Costs	<p>a. Means the costs of a professional firm hired by You to do the following in order to restore Your Computing Device or Connected Home Device to the level of functionality it had before the Cyber Attack:</p> <ol style="list-style-type: none">(1) Replace or reinstall computer software programs;(2) Remove any malicious code; and(3) Configure or correct the configuration of Your Computing Device or Connected Home Device. <p>b. Does not mean any of the following:</p> <ol style="list-style-type: none">(1) Cost to repair or replace hardware. However, at Our sole discretion, We may pay to repair or replace hardware if doing so reduces the amount of loss payable under this Policy;(2) Cost to increase the speed, capacity or utility of Your Computing Device or Connected Home Device;(3) Cost of Your time or labour;(4) Any costs in excess of the replacement value of Your Computing Device or Connected Home Device, including applicable hardware and software; nor(5) Cost to replace computer software programs or operating systems which are not commercially available.

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE

Insurance coverage underwritten by The Boiler Inspection and Insurance Company of Canada

Coverage Provisions

What is covered

Section 1 Cyber Attack

COVERAGE REQUIREMENTS

This **Cyber Attack** coverage applies only if all of the following conditions are met:

1. There has been a **Cyber Attack**; and
2. Such **Cyber Attack** occurred in the **Coverage Territory**, and
3. Such **Cyber Attack** is first discovered by **You** during the **Policy Period** for which this **Policy** is applicable; and
4. Such **Cyber Attack** is reported to **Us** as soon as practicable, but in no event more than 60 days after the date it is first discovered by **You**.

COVERAGES PROVIDED

If all of the conditions listed in the **Cyber Attack** COVERAGE REQUIREMENTS have been met, then **We** will provide **You** the following coverages for **Loss** directly arising from such **Cyber Attack**:

1. Data Recovery: **We** will pay **Your** necessary and reasonable **Data Recovery Costs**; and
2. System Restoration: **We** will pay **Your** necessary and reasonable **System Restoration Costs**.

Section 2 Cyber Extortion

COVERAGE REQUIREMENTS

This **Cyber Extortion** coverage applies only if all of the following conditions are met:

1. There has been a **Cyber Extortion Event** against **You** or another **Insured**; and
2. Such **Cyber Extortion Event** occurred in the **Coverage Territory**, and
3. Such **Cyber Extortion Event** is first discovered by **You** during the **Policy Period** for which this **Policy** is applicable; and
4. Such **Cyber Extortion Event** is reported to **Us** as soon as practicable, but in no event more than 60 days after the date it is first discovered by **You**; and
5. Such **Cyber Extortion Event** is reported in writing by **You** or another **Insured** to the police.

COVERAGES PROVIDED

If all of the conditions listed in the **Cyber Extortion** COVERAGE REQUIREMENTS have been met, then **We** will provide **You** with the following:

1. Professional assistance from a subject matter expert provided by **Us** for advice and consultation regarding how best to respond to the threat; and
2. Reimbursement of **Your** necessary and reasonable **Cyber Extortion Response Costs**.

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE

Insurance coverage underwritten by The Boiler Inspection and Insurance Company of Canada

**Section 3
Online Fraud****COVERAGE REQUIREMENTS**

This **Online Fraud** coverage applies only if all of the following conditions are met:

1. There has been a **Fraud Event** against **You** or another **Insured** that is wholly or partially perpetrated through a **Computing Device** or **Connected Home Device**; and
2. Such **Fraud Event** occurred in the **Coverage Territory**, and
3. Such **Fraud Event** is first discovered by **You** during the **Policy Period** for which this **Policy** is applicable; and
4. Such **Fraud Event** is reported to **Us** as soon as practicable, but in no event more than 60 days after the date it is first discovered by **You**; and
5. Such **Fraud Event** is reported in writing by **You** or another **Insured** to the police.

COVERAGES PROVIDED

If all of the conditions listed in the **Online Fraud** COVERAGE REQUIREMENTS have been met, then **We** will pay **Your** necessary and reasonable **Fraud Costs**.

**Section 4
Cyberbullying****COVERAGE REQUIREMENTS**

This Cyberbullying coverage applies only if all of the following conditions are met:

1. There has been a **Cyberbullying Event** against **You** or another **Insured**; and
2. Such **Cyberbullying Event** occurred in the **Coverage Territory**, and
3. Such **Cyberbullying Event** is first discovered by **You** or another **Insured** during the **Policy** period for which this **Policy** is applicable; and
4. Such **Cyberbullying Event** has caused harm significant enough for **You** or another **Insured** to:
 - a. Report such **Cyberbullying Event** to a **School Administrator** or law enforcement; or
 - b. Require treatment by a licensed medical or mental health practitioner who is not a member of **Your** immediate family. In the occurrence of such **Cyberbullying Event**, at **Our** discretion, **We** reserve the right to require **You** or another **Insured** to submit to an independent medical examination.

COVERAGES PROVIDED

If all of the conditions listed in the Cyberbullying COVERAGE REQUIREMENTS have been met, then **We** will provide reimbursement of **Your** necessary and reasonable **Cyberbullying Costs**.

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE

Insurance coverage underwritten by The Boiler Inspection and Insurance Company of Canada

**Section 5
Data Breach****COVERAGE REQUIREMENTS**

This **Data Breach** coverage applies only if all of the following conditions are met:

1. There has been a **Data Breach** involving **Personally Identifying Information**; and
2. Such **Data Breach** occurred in the **Coverage Territory**, and
3. Such **Data Breach** is first discovered by **You** during the **Policy Period** for which this **Policy** is applicable; and
4. Such **Data Breach** is reported to **Us** as soon as practicable, but in no event more than 60 days after the date it is first discovered by **You**.

COVERAGES PROVIDED

If all of the conditions listed in the **Data Breach** COVERAGE REQUIREMENTS have been met, then **We** will provide **You** the following coverages for **Loss** directly arising from such **Data Breach**:

1. **Forensic IT Review**

We will pay the necessary and reasonable expense for a professional information technologies review, if needed, to determine within the constraints of what is possible and reasonable, the nature and extent of the **Data Breach** and the number and identities of the **Affected Individuals**.

This does not include costs to analyze, research or determine any of the following:

- a. Vulnerabilities in systems, procedures or physical security;
- b. Compliance with security standards; or
- c. The nature or extent of loss or damage to data that is not **Personally Identifying Information**.

If there is reasonable cause to suspect that a covered **Data Breach** may have occurred, **We** will pay for costs covered under Forensic IT Review, even if it is eventually determined that there was no covered **Data Breach**. However, once it is determined that there was no covered **Data Breach**, **We** will not pay for any further costs.

2. **Legal Review**

We will pay the necessary and reasonable expense for a professional legal counsel review, if needed, of the **Data Breach** and how **You** should best respond to it.

If there is reasonable cause to suspect that a covered **Data Breach** may have occurred, **We** will pay for costs covered under Legal Review, even if it is eventually determined that there was no covered **Data Breach**. However, once it is determined that there was no covered **Data Breach**, **We** will not pay for any further costs.

3. **Notification to Affected Individuals**

We will pay **Your** necessary and reasonable costs to provide notification of the **Data Breach** to **Affected Individuals**.

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE

4. Services to **Affected Individuals**

This coverage only applies if **You** have provided notification of the **Data Breach** to **Affected Individuals** as covered under 3. Notification to **Affected Individuals** and in accordance with Pre-Notification Consultation of the General Provisions.

We will pay **Your** necessary and reasonable costs to provide the following services to **Affected Individuals**.

- a. The following services apply to any **Data Breach**:
 - 1) Informational Materials: A packet of loss prevention and customer support information.
 - 2) Help Line: A toll-free telephone line for **Affected Individuals** with questions about the **Data Breach**. Where applicable, the line can also be used to request additional services as listed in b. 1) and 2).
- b. The following additional services apply to **Data Breaches** involving **Personally Identifying Information**:
 - 1) Fraud Alert: An alert placed on a credit file advising the creditor to validate the legitimacy of a credit application by contacting the **Affected Individual**. This service is initiated by the **Affected Individual** contacting the service provider who will provide assistance with placement of alerts with all designated Canadian credit bureaus.
 - 2) Identity Restoration Case Management: As respects any **Affected Individual** who is or appears to be a victim of **Identity Theft** that may reasonably have arisen from the **Data Breach**, the services of an identity restoration professional who will assist that **Affected Individual** through the process of correcting credit and other records and, within the constraints of what is possible and reasonable, restoring control over his or her personal identity.

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE

Insurance coverage underwritten by The Boiler Inspection and Insurance Company of Canada

Renewal and Cancellation of Policy

Renewal of the Policy

Will this Policy be renewed?

Unless **You** notify **Us** prior to the expiration of **Your Policy**, **Your Policy** will be automatically renewed for a subsequent twelve (12) month period. If **Your Policy** is nonrenewed by **Us**, **We** will give **You** written **Notice** of such nonrenewal not less than thirty (30) days before the effective date of such nonrenewal. Such **Notice** shall include the reason for nonrenewal and the expiration date of **Your Policy**.

Cancellation of Your Policy

When may We cancel this Policy?

We may cancel the **Policy** by written **Notice** stating the date of cancellation of the **Policy**. **We** will notify **You** at least thirty (30) days before coverage ends. Coverage will be terminated the date of cancellation provided in the written **Notice**.

When may You cancel the Policy?

You may cancel this **Policy** by providing written **Notice** to **Us**. Coverage will be terminated effective the date of cancellation provided in the written **Notice**.

How will the return premium for cancellation be calculated?

Your premium refund will be calculated on a pro-rata basis from the effective date of cancellation until the expiry date of the **Policy**.

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE

Insurance coverage underwritten by The Boiler Inspection and Insurance Company of Canada

How Much We Will Pay?

Limit of Liability

What is the maximum amount We will pay under this Policy?

The Cyberboxx Home Edition Annual Aggregate Limit shown in **Your Summary of Coverage** for this **Policy** is the most **We** will pay under this **Policy** for any **Loss** arising during any one **Policy Period**. This limit shall apply to the total **Loss**, arising from all **Cyber Attacks, Cyberbullying Events, Cyber Extortion Events, Fraud Events** or **Data Breaches** occurring during such **Policy Period**.

Our costs under Section 2 – **Cyber Extortion** to provide **You** with professional assistance from a subject matter expert shall not count towards any **Loss** included within **Your** Annual Aggregate Limit.

The most **We** will pay under Section 2 – **Cyber Extortion** for any **Loss** from a **Cyber Extortion Event** is 10% of the Cyberboxx Home Edition Annual Aggregate Limit shown in **Your Summary of Coverage** for this **Policy**. This sublimit is part of, and not in addition to, the Cyberboxx Home Edition Annual Aggregate Limit shown in **Your Summary of Coverage** for this **Policy**.

If **One Cyber Occurrence** causes a **Loss** in more than one **Policy Period**, such **Loss** will be subject to the Cyberboxx Home Edition Annual Aggregate Limit of the first such **Policy Period**.

Deductible

What part of the Loss will We pay?

We will not pay for a **Loss** from any **One Cyber Occurrence** until the amount of the covered **Loss** exceeds the Deductible amount indicated in the **Summary of Coverage** for this **Policy**. **We** will then pay the amount of **Loss** in excess of the applicable deductible amount, subject to the Cyberboxx Home Edition Annual Aggregate Limit.

With respect to each Certificate Holder, the deductible amount will increase from \$500 to \$1,000 after the second paid claim, within the first 5 consecutive years from the effective date of the Certificate Holder's initial Certificate. After the third paid claim the Certificate will not be renewed after the end of the current **Policy Period** and the Certificate Holder will not be eligible for further coverage.

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE

Insurance coverage underwritten by The Boiler Inspection and Insurance Company of Canada

What Is Not Covered?

Exclusions

The following exclusions apply to all coverages in this **Policy**.

We will not pay for **Loss**, damage or expense caused by or resulting from the following:

1. Any of the following by **You** or any **Insured**:
 - a. Criminal, fraudulent or dishonest act, error or omission;
 - b. Intentional violation of the law; or
 - c. Intentional causing or contributing to a covered **Loss** event;
2. **Your** intentional or willful complicity in a covered **Loss** event;
3. **Your** reckless disregard for the security of **Your** computer system or data, including confidential or sensitive information of others in **Your** care, custody or control;
4. Any criminal investigations or proceedings;
5. Any bodily injury, psychological harm, emotional distress, anguish, trauma, illness, an ailment or death suffered by a person. This exclusion shall not apply to Cyberbullying coverage with regard to psychological harm, emotional distress, anguish and trauma;
6. Any physical damage;
7. Any damage to a motor vehicle, watercraft, aircraft, or other vehicle;
8. Any third party liability or legal defense costs;
9. Any fines or penalties;
10. **Loss** to the internet, an internet service provider or any device or system that is not owned or leased by **You** and operated under **Your** control;
11. **Loss** arising from any **Business**, including but not limited to any **Business** owned or operated by any **Insured** or any **Business** employing any **Insured**;
12. Except as specifically provided under the System Restoration portion of **Cyber Attack** coverage, costs to research or correct any deficiency;
13. Any **Cyber Attack**, **Cyberbullying Event**, **Cyber Extortion Event**, **Fraud Event** or **Data Breach** first discovered by **You** prior to the inception of **Your** coverage under this **Policy**;
14. Any **Cyber Attack**, **Cyberbullying Event**, **Cyber Extortion Event**, **Fraud Event** or **Data Breach** first occurring more than 60 days prior to the inception of **Your** coverage under this **Policy**.
15. Any costs or expenses associated with a **Cyber Attack**, **Cyberbullying Event**, **Cyber Extortion Event**, **Fraud Event** or **Data Breach** event if such costs or expenses are incurred more than one year from the expiration date of the **Policy** as shown in **Your Summary of Coverage**;
16. War and military action including any of the following and any consequence of any of the following:
 - a. War, including undeclared or civil war;
 - b. Warlike action by military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, political violence or action taken by governmental authority in hindering or defending against any of these.
17. Terrorism or any activity or decision of a government agency or other entity to prevent, respond or terminate terrorism, however caused. Any **Loss** is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the **Loss**.

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE

Insurance coverage underwritten by The Boiler Inspection and Insurance Company of Canada

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

18. Nuclear reaction or radiation or radioactive contamination, however caused;
19. Any attack on, incident involving, or **Loss** to any computer or system of computers that is not a **Computing Device** or **Connected Home Device**;
20. Any **Loss** arising from a false report of **Cyber Attack, Cyberbullying Event, Cyber Extortion Event, Fraud Event** or **Data Breach** by **You** or any person acting on behalf of **You**, whether acting alone or in collusion;
21. Any mould (mold), mildew, fungus, spores, disease, viruses or microorganism of any type, nature, or description
22. Any enforcement of any governmental law, ordinance, regulation or rule regulating or restricting the construction, installation, repair, replacement, demolition, occupancy, operation or other use of the **Your Computing Device or Connected Home Device**.
23. Any presence of Pollutants, or for the actual discharge, dispersal, release or escape of Pollutants, or for direction or request to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize in any way respond to or assess the effects of Pollutants. Any **Loss** is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the **Loss**.

As used herein, Pollutants mean any solid, liquid, gaseous, biological, radiological, or thermal irritant or Contaminant, including smoke, vapor, soot, fumes, acid, alkalis, chemicals, bacteria, fungi, virus, mold, spores, vaccines and waste. Contaminant means an impurity resulting from the mixture or contact of a substance with a foreign substance. Waste includes materials to be recycled, reconditioned, reclaimed, or disposed of, as well as, nuclear materials.

24. War and hostile action, including any of the following and any consequences of any of the following:
 1. Cyber warfare, whether or not occurring in combination with physical combat;
 2. Undeclared war;
 3. Civil war;
 4. Hostile action by military force or cyber measures, including action in hindering or defending against an actual or expected attack, by any Combatant, or;
 5. Insurrection, rebellion, revolution, usurped power, political violence or action taken by governmental authority in hindering or defending against any of these, including cyber action in connection with any of the foregoing.

For purposes of this exclusion, cyber warfare, cyber measures and cyber action include, but are not limited to, the use of disruptive digital activities against a computer system” or network with the intention to cause harm in order to further political or similar objectives, or to intimidate any person(s) in furtherance of such objectives, committed by a Combatant.

The attribution of an action to a Combatant will be determined by relying on reasonable evidence such as:

1. Statements by an impacted government, sovereign or other authority;
2. Statements by widely recognized international bodies (such as the United Nations) or alliances (such as the North Atlantic Treaty Organization); or
3. Consensus opinion within relevant expert communities such as the cyber security industry.

Decisions about the presence or absence of war, hostile action, and other terms used in this exclusion will take into consideration the full range of available tactics, weapons and technologies at the time of the event giving rise to the “loss”.

“Combatant” means for purposes of this exclusion a government, sovereign or other

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE

authority, or agents acting on their behalf.

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE

Insurance coverage underwritten by The Boiler Inspection and Insurance Company of Canada

Claims Provisions

Notice of Claim

What is required to file a Claim?

When there is a **Cyber Attack, Cyberbullying Event, Cyber Extortion Event, Fraud Event** or **Data Breach** event, **You** must promptly give **Us** Notice. The **Notice** must include:

1. **Your** name and Policy Number; and
2. the date, time, place and circumstances of the **Loss**.

Duties After a Loss

What are Your responsibilities after a Loss?

In case of a **Loss**, **We** have no duty to provide coverage under this **Policy** if the failure to comply with the following duties is prejudicial to **Us**. These duties must be performed either by **You** or **Your** representative:

- a. Notify **Us** as soon as practicable, but in no event more than 60 days after the **Cyber Attack, Cyberbullying Event, Cyber Extortion Event, Fraud Event** or **Data Breach** event. Include a description of any property involved.
- b. Notify the police if a law may have been broken;
- c. As soon as possible, provide **Us** with a description of how, when and where the **Cyber Attack, Cyberbullying Event, Cyber Extortion Event, Fraud Event** or **Data Breach** event occurred;
- d. As often as may be reasonably required, permit **Us** to:
 - (1) Inspect the property proving the **Cyber Attack, Cyberbullying Event, Cyber Extortion Event, Fraud Event** or **Data Breach** event;
 - (2) Examine **Your** electronic media and records and hardware;
 - (3) Take samples of damaged and undamaged property for inspection, testing and analysis; and
 - (4) Make copies from **Your** electronic media and hardware.
- e. Send **Us** a signed, sworn proof of loss containing the information **We** request to investigate the **Cyber Attack, Cyberbullying Event, Cyber Extortion Event, Fraud Event** or **Data Breach** event. **You** must provide such signed, sworn proof of **Loss** within 60 days after **Our** request. **We** will supply **You** with the necessary forms.
- f. Cooperate with **Us** in the investigation or settlement of the **Cyber Attack, Cyberbullying Event, Cyber Extortion Event, Fraud Event** or **Data Breach** event.
- g. Make no statement that will assume any obligation or admit any liability, for any **Loss** for which **We** may be liable, without **Our** prior consent.
- h. Promptly send **Us** any legal papers or **Notices** received concerning the **Loss**;
- i. **We** may examine **You** under oath at such times as may be reasonably required, about any matter relating to this insurance or the **Loss**. In the event of an examination, **Your** answers must be signed;
- j. **You** may not, except at **Your** own cost, voluntarily make a payment, assume any obligation, or incur any expense without **Our** prior written consent

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE

Insurance coverage underwritten by The Boiler Inspection and Insurance Company of Canada

General Provisions

Currency	All payments under this Policy made either to or by Us , will be made in Canadian currency.
Confidentiality	As respects Section 2 – Cyber Extortion , Insured must make every reasonable effort not to divulge the existence of this coverage to anyone other than the police.
Due Diligence	<p>You agree to use due diligence to prevent and mitigate costs covered under this Policy. This includes, but is not limited to, complying with reasonable and widely-practiced steps for:</p> <ol style="list-style-type: none"> Providing and maintaining appropriate system and data security; and Maintaining and updating at appropriate intervals, backups of electronic data.
Legal Advice	We are not Your legal advisor. Our determination of what is or is not insured under this Policy does not represent advice or counsel from Us about what You should or should not do.
Insurance Under More Than One Policy	If elements of coverage under this Policy are covered under any other policy in force at the time of a covered event, then coverage under this Policy will apply as excess coverage only. If loss payment has been made under this or any other policy for the same event, the amount of such payment will count the deductible that applies to coverage under this Policy .
Pre-Notification Consultation	<ol style="list-style-type: none"> You agree to consult with Us prior to the issuance of notification to Affected Individuals under Section 5 – Data Breach. We assume no responsibility for any services promised to Affected Individuals without Our prior agreement. We will suggest a service provider for notification to Affected Individuals and services to Affected Individuals. If You prefer to use an alternate service provider, Our coverage is subject to the following limitations: <ol style="list-style-type: none"> Such alternate service provider must be approved by Us; and Our payment for services provided by any alternate service provider will not exceed the amount that We would have paid using the service provider We had suggested. You will provide Us and the service provider the following at Our pre-notification consultation with You: <ol style="list-style-type: none"> The exact list of Affected Individuals to be notified, including contact information; Information about the Data Breach that may appropriately be communicated to Affected Individuals; and The scope of services that You desire for the Affected Individuals. For example, coverage may be structured to provide fewer services in order to make those services available to more Affected Individuals without exceeding the available limit of coverage.
Services	<ol style="list-style-type: none"> We will only pay under this Policy for services that are provided by service providers approved by Us. You must obtain Our prior approval for any service provider whose expenses You want covered under this Policy. We will not unreasonably withhold such approval.

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE

Insurance coverage underwritten by The Boiler Inspection and Insurance Company of Canada

- b. **You** will have a direct relationship with the professional service firms paid for in whole or in part under this **Policy**. Those firms work for **You**.
- c. As respects any services provided by any service firm paid for in whole or in part under this **Policy**:
 - (1) The effectiveness of such services depends on **Your** cooperation and assistance;
 - (2) **We** do not warrant or guarantee that the services will end or eliminate all problems associated with the covered events;
 - (3) **We** do not warrant or guarantee that services will be available or applicable to all individuals.

Action Against Us

No action may be taken against **Us** in connection with this **Policy** unless **You** have first complied with all of its terms and conditions nor unless commenced within fourteen (14) months from the date of **Loss**. If this limitation of time is shorter than that prescribed by the applicable statute, it is agreed such statutory limitation of time shall apply.

**Provincial Law and
Exclusive Provincial
Jurisdiction**

This **Policy** shall be governed by and construed in accordance with the laws of the province in which this **Policy** was delivered and the laws of Canada applicable therein. If any provision of this **Policy** conflicts with the laws of the province in which this **Policy** was delivered, this **Policy** is amended to conform to those laws.

Concealment or Fraud

This **Policy** is void if **You** or any **Insured** has intentionally concealed or misrepresented any material fact relating to this **Policy** before or after a **Loss**.

Subrogation

We will be entitled to assume all **Your** rights of recovery against others and bring action in **Your** name to enforce these rights when **We** make payment or assume liability under this **Policy**.

Your right to recover from **Us** is not affected by any release from liability entered into by **You** prior to **Loss**.

Sanctions

We will not be liable to pay any claim or provide any benefit under this **Policy** which would expose **Us** 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, Canada or the United States of America.

In the event of the above, **We** will treat this policy as if it had never existed.

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE

Statutory Conditions (Applicable to Alberta, British Columbia and Manitoba only)

- | | |
|---------------------------------|--|
| 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 <ol style="list-style-type: none">(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 <i>Bankruptcy and Insolvency Act</i> (Canada) or a change of title by succession, by operation of law or by death. |
| Material Change of Risk | 4. <ol style="list-style-type: none">(1) The insured must promptly give notice in writing to the insurer or its agent of a change that is<ol style="list-style-type: none">(a) Material to this 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<ol style="list-style-type: none">(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. <ol style="list-style-type: none">(1) The contract may be terminated<ol style="list-style-type: none">(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,<ol style="list-style-type: none">(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 |

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE

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

Fraud

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

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.

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE

- (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.

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.

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE

Statutory Conditions (Applicable to Saskatchewan only)

- | | |
|---------------------------------|---|
| 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 <ol style="list-style-type: none">(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 <i>Bankruptcy and Insolvency Act</i> (Canada) or a change of title by succession, by operation of law or by death. |
| Material Change in Risk | 4. <ol style="list-style-type: none">(1) The insured must promptly give notice in writing to the insurer or its agent of a change that is<ol style="list-style-type: none">(a) material to the risk, and(b) within the control and knowledge of the insured.(2) If an insurer or its agent is not promptly notified of a change under subsection (1) of this condition, the contract is void as to the part affected by the change.(3) If an insurer or its agent is notified of a change under subsection (1) of this condition, the insurer may<ol style="list-style-type: none">(a) terminate the contract in accordance with Statutory Condition 5, or(b) notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.(4) If the insured fails to pay an additional premium when required to do so under clause (3) (b) of this condition, the contract is terminated at that time and Statutory Condition 5 (2) (a) applies in respect of the unearned portion of the premium. |
| Termination of Insurance | 5. <ol style="list-style-type: none">(1) The contract may be terminated<ol style="list-style-type: none">(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,<ol style="list-style-type: none">(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 |

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE

rate premium for the expired time be less than any minimum retained premium specified in the contract.

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

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 costs of that property and particulars of the amount of loss claimed,
 - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
 - (iii) stating that the loss did not occur through any willful act or neglect or the procurement, means or connivance of the insured,
 - (iv) stating the amount of other insurances and the names of other insurers,
 - (v) stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
 - (vi) stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued, and
 - (vii) stating the place where the insured property was at the time of loss,
 - (c) if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and
 - (d) if required by the insurer and if practicable,
 - (i) produce books of account and inventory lists,
 - (ii) provide invoices and other vouchers verified by statutory declaration, and
 - (iii) provide a copy of the written portion of any other relevant contract.
- (2) The evidence given, produced or provided under clauses (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 willfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6 invalidates the claim of the person who made the declaration.

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.

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE

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

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 office 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.

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE

General Policy Conditions

(Applicable to All Common Law Provinces and Territories except Alberta, British Columbia, Manitoba and Saskatchewan)

- 1. Misrepresentation** If a person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the insurer in order to enable it to judge of the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.
- 2. Property of Others** Unless otherwise specifically stated in the contract, the insurer is not liable for loss or damage to property owned by any person other than the insured, unless the interest of the insured therein is stated in the contract.
- 3. Change of Interest** The insurer is liable for loss or damage occurring after an authorized assignment under the Bankruptcy Act (Canada) or change of title by succession, by operation of law, or by death.
- 4. Material Change** Any change material to the risk and within the control and knowledge of the insured avoids the contract as to the part affected thereby, unless the change is promptly notified in writing to the insurer or its local agent, and the insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the contract, or may notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within fifteen days of the receipt of the notice, pay to the insurer an additional premium, and in default of such payment the contract is no longer in force and the insurer shall return the unearned portion, if any, of the premium paid.
- 5. Termination**
 - (1) This contract may be terminated,
 - (a) by the insurer giving to the insured fifteen days' notice of termination by registered mail or five days' written notice of termination personally delivered;
 - (b) by the insured at any time on request.
 - (2) Where this contract is terminated by the insurer,
 - (a) the insurer shall refund the excess of premium actually paid by the insured over the proportionate premium for the expired time, but, in no event, shall the proportionate premium for the expired time be deemed to be less than any minimum retained premium specified; and
 - (b) the refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.
 - (3) Where this contract is terminated by the insured, the insurer shall refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.
 - (4) The refund may be made by money, postal or express company money order or cheque payable at par.
 - (5) The fifteen days mentioned in clause (1) (a) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.
- 6. Requirements After Loss**
 - (1) Upon the occurrence of any loss of or damage to the insured property, the insured shall, if the loss or damage is covered by the contract, in addition to observing the requirements of conditions 9, 10 and 11,
 - (a) forthwith give notice thereof in writing to the insurer;

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE

Insurance coverage underwritten by The Boiler Inspection and Insurance Company of Canada

- (b) deliver as soon as practicable to the insurer a proof of loss verified by a statutory declaration,
 - (i) giving a complete inventory of the destroyed and damaged property and showing in detail quantities, costs, actual cash value and particulars of amount of loss claimed,
 - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
 - (iii) stating that the loss did not occur through any willful act or neglect or the procurement, means or connivance of the insured,
 - (iv) showing the amount of other insurances and the names of other insurers,
 - (v) showing the interest of the insured and of all others in the property with particulars of all liens, encumbrances and other charges upon the property,
 - (vi) showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract,
 - (vii) showing the place where the property insured was at the time of loss;
 - (c) if required, give a complete inventory of undamaged property and showing in detail quantities, cost, actual cash value;
 - (d) if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other contract.
- (2) The evidence furnished under clauses (1) (c) and (d) of this condition shall not be considered proofs of loss within the meaning of conditions 12 and 13.

- 7. Fraud** Any fraud or willfully false statement in a statutory declaration in relation to any of the above particulars, vitiates the claim of the person making the declaration.
- 8. Who May Give Notice and Proof** Notice of loss may be given and proof of loss may be made by the agent of the insured named in the contract in case of absence or inability of the insured to give the notice or make the proof, and absence or inability being satisfactorily accounted for, or in the like case, or if the insured refuses to do so, by a person to whom any part of the insurance money is payable.
- 9. Salvage**
- (1) The insured, in the event of any loss or damage to any property insured under the contract, shall take all reasonable steps to prevent further damage to such property so damaged and to prevent damage to other property insured hereunder including, if necessary, its removal to prevent damage or further damage thereto.
 - (2) The insurer shall contribute proportionately towards any reasonable and proper expenses in connection with steps taken by the insured and required under subcondition (1) of this condition according to the respective interests of the parties.
- 10. Entry, Control, Abandonment** After loss or damage to insured property, the insurer has an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and, after the insured has secured the property, a further right of access and entry sufficient to enable them to make appraisal or particular estimate of the loss or damage, but the insurer is not entitled to the control or possession of the insured property, and without the consent of the insurer there can be no abandonment to it of insured property.
- 11. Appraisal** In the event of disagreement as to the value of the property insured, the property saved or the amount of the loss, those questions shall be determined by appraisal as provided under the applicable insurance legislation before there can be any recovery under this contract whether the right to recover on the contract is disputed or not, and independently of all other questions. There shall be no right to an appraisal until a specific demand therefore is made in writing and until after proof of loss has been delivered.

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE

- 12. When Loss Payable** The loss is payable within sixty days after completion of the proof of loss, unless the contract provides for a shorter period.
- 13. Replacement** (1) The insurer, instead of making payment, may repair, rebuild, or replace the property damaged or lost, giving written notice of its intention so to do within thirty days after receipt of the proofs of loss.
(2) In that event the insurer shall commence to so repair, rebuild, or replace the property within forty-five days after receipt of the proofs of loss, and shall thereafter proceed with all due diligence to the completion thereof.
- 14. Action** Every action or proceeding against the insurer for the recovery of a claim under or by virtue of this contract is absolutely barred unless commenced within one year next after the loss or damage occurs.
- 15. Notice** Any written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the Province. Written notice may be given to the insured named in the contract by letter personally delivered to the insured or by registered mail addressed to the insured at the insured's latest post office address as notified to the insurer. In this condition, the expression "registered" means registered in or outside Canada.

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE

Insurance coverage underwritten by The Boiler Inspection and Insurance Company of Canada

Privacy Policy

“Our Privacy Commitment to You”

The Boiler Inspection and Insurance Company of Canada values **You** as a customer and **We** believe strongly in protecting the privacy of **Your** personal information. **We** would like to explain to **You** how **We** treat personal information **You** provide to **Us**.

When **You** purchase insurance from **Us**, **We** collect, use and disclose personal information in order to provide **You** with the insurance protection that **You** have requested. In order to do this, **We** collect, use and disclose **Your** personal information to:

- Communicate with **You**;
- Assess **Your** Application for insurance and underwrite **Your** policies;
- Evaluate claims;
- Detect and prevent fraud;
- Analyze business results;
- Act as required or authorized by law.

All personal information is safeguarded with appropriate security measures. **We** assume **Your** consent for **Our** company to use this information in an appropriate manner. **We** do not sell customer information to anyone.

You may withdraw **Your** consent subject to legal or contractual obligations and on reasonable notice.. Withdrawal of consent may prevent **Us** from providing **You** with the requested product or service.

For questions about **Our** personal information policies and practices, please contact **Us**:

By Mail: Privacy Officer

The Boiler Inspection & Insurance Company of Canada
390 Bay Street, Suite 2000
Toronto, Ontario M5H 2Y2

Telephone: 416-363-0538 or
1-888-988-0089 (toll-free)

By email: privacyoffice@biico.com

*Or refer to **Our** website:* <https://www.munichre.com/hsbbii/en/general/privacy-statement.html>

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE

Insurance coverage underwritten by The Boiler Inspection and Insurance Company of Canada