

Interior Home Breakdown Protection
COVERAGE CONDITIONS AND REQUIREMENTS
(Applicable to the province of British Columbia)

Underwritten by Aviva Insurance Company of Canada
10 Aviva Way, Suite 100, Markham, Ontario L6G 0G1

Words and phrases in bold type have specific meanings as detailed in section [4] Definitions. Refer to all sections of this **Policy**, including the *General Exclusions* and the *Coverage Amounts and Limitations* sections.

This **Policy** is a contract of insurance between **You** and **Us** and is made up of this **Policy** and the **Coverage Page** issued to **You**. The contract is based on the statements and information **You** gave **Us** or the information that was given on **Your** behalf to **Us** when **You** applied for the insurance. **We** used that information to determine the cover **We** would provide for **You**. **We** also used that information to set the Premium and **Policy** requirements **We** require to cover **Your Home** system and/or appliances.

IMPORTANT NOTES

No loss incurred prior to the **Start Date** is covered under this **Policy**. Coverage will only take effect after a manufacturer's warranty ends. It is **Our** experience that most manufacturer's warranties are one year or less on home appliances and five years on HVAC systems. Please check **Your** warranty documents to know when coverage under this **Policy** applies.

This **Policy** is in excess of all other sources from which **You** may receive benefits including insurances, warranties, other coverages or refunds. Credit cards may give similar coverage.

Repairs caused because of a lack of maintenance of a **Product** are not covered. Before repair or replacement of a **Part**, **You** may be required to provide proof of maintenance.

Provided there has been no **Claim**, **You** may cancel **Your Policy** within ten (10) days of the Start Date and receive a full refund. **You** may still cancel **Your Policy** after these ten (10) days during what is left of the **Coverage Period**. This **Policy** is subject to a minimum retained premium of \$25.00.

By purchasing this coverage **You** agree that to the best of **Your** knowledge, all **Products** are in good working order as of the **First Term Start Date**. By paying **Your Premium**, **You** are deemed to have read and accepted the conditions and requirements of this **Policy**.

This **Policy** does not afford coverage for home systems, home appliances, Products or Parts for which warranty coverage was issued as required by the Homeowner Protection Act and related legislation.

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act.

If **Your** coverage needs change or any of the information **We** were given changes during the **Coverage Period**, please contact the **Broker** as **We** may need to alter **Your** coverage. **You** must contact the **Broker** immediately when any of the following occur:

- a) **You** are going to move;
- b) **You** leave **Your Home** and it is **Vacant**;
- c) **You** are going to fully rent out **Your Home** to someone else and no longer live there; or
- d) **Your** contact **information** has changed.

All dollar amounts referred to in this **Policy** are stated in Canadian currency. All liability limits stated in this **Policy** include applicable taxes.

THIS **POLICY** IS SUBJECT TO THE REQUIREMENTS AND CONDITIONS AS WRITTEN ON ALL PAGES OF THIS DOCUMENT. PLEASE READ ALL DOCUMENTS CAREFULLY.

This Policy contains a clause that may limit the amount payable.

For questions regarding **Your Policy**, contact Customer Service at 1-888-288-6107
8:00 a.m. to 5:00 p.m., Monday through Friday, P.S.T.

For **Claims** Service, call toll-free 1-800-267-1576
24 hours a day, 7 days a week

Welcome to **Your** interior **Home** breakdown protection **Policy**. This insurance **Policy** is arranged into different sections as follows:

- | | |
|--|-------------------------------------|
| 1. Coverage Agreement | 7. Coverage Amounts and Limitations |
| 2. Your Covered Products | 8. Additional Coverages |
| 3. Eligibility | 9. General Exclusions |
| 4. Definitions | 10. Requirements |
| 5. When there is a Claim | 11. Statutory Conditions |
| 6. Deductible and Service Call Charge | |

1. COVERAGE AGREEMENT

You agree to pay **Us** the **Premium** for the **Coverage Period**. If **You** do not do this, this **Policy** may not be valid and **You** may not be able to make a **Claim**. In return for **Your** payment of **Premium** **We** agree to provide coverage in line with the conditions, requirements, limitations and exclusions as set out in this **Policy** for the **Products** shown on **Your Coverage Page** for losses that happen during the **Coverage Period**. This **Policy** is non-transferrable to any other person and only provides coverage for **You**.

2. YOUR COVERED PRODUCTS

This **Policy** covers **You** for the repair of the **Products** in **Your Home** that **You** selected during the application process, and as specified on **Your Coverage Page** under the section - *Specific Product Coverage*, subject to the *Specific Product Exclusions* indicated on **Your Coverage Page**. This **Policy** covers these **Products** after the Manufacturer's Warranty or any new home warranty has expired.

3. ELIGIBILITY

This section of **Your Policy** describes the **Home** and **Product** details that makes them and **You** eligible for coverage under this **Policy**.

- a) This **Policy** applies to only one (1) **Home** 10,000 sq. ft. or less that is a detached, semi-detached or row home, strata, condominium, townhouse, modular **home** or a manufactured **home** provided the manufactured **home** has been anchored to a permanent foundation and not moved during the **Coverage Period**;
- b) **We** will repair or replace **Products** as long as they are:
 - i. located within the confines of the main foundation of **Your Home** (except central air conditioning/heat pump for Your House);
 - ii. in place and in proper working order on the **Start Date** of the **First Term**; and
 - iii. properly installed for technical diagnosis during the **Coverage Period**.

4. DEFINITIONS

This section of the **Policy** defines and explains the insurance terms that we use. These terms do not apply to the provincially required Statutory Conditions found at the end of this **Policy**. These insurance terms will appear in bold, capitalized or not, throughout this **Policy** as follows:

Insurance terms used in this Policy	What we mean
"Authorized Repair Centre(s)"	Means the repair facility designated by Us , which You are required to use for repair services.
"Broker"	Means Your insurance Broker , Insureityourself Insurance Services Ltd., having it's head office location at 104-1847 West Broadway, Vancouver BC, V6J 1Y6.
"Claim"	Means when You make a request for coverage to Us on a single Product .
"Consequential Loss"	Means any loss, damage or expense that happens indirectly as a result of, or is a side effect from, a Product breakdown or failure.
"Cost Effective"	Means the total costs to repair a Product is not more than the current value of the Product or a similar like, kind and quality Product .
"Coverage Page"	Means the document We provide to You that contains specific details of Your Home , the insurance coverage in force, the Deductible which will apply when You have a Claim covered

	under the Policy , Your details and the details of any endorsements that have been issued to You by Us .
"Coverage Period"	Means the period of time shown in Your Coverage Page during which We agree to provide coverage to You under this Policy . If the Policy is cancelled, the Coverage Period ends on the cancellation date.
"Deductible"	Means the dollar amount of any Claim for which You are responsible to pay, as shown in the Coverage Page .
"Emergency"	Means any sudden and unforeseen damage due to the failure or breakdown of a home system Product , which immediately: <ul style="list-style-type: none"> a) exposes a risk to Your health; or b) creates a risk of loss of or damage to Your Home; or c) makes Your Home uninhabitable as deemed by Us.
"Expiry Date"	Means the date this Policy expires and Your coverage ends, which will be as of 12:01 a.m. local time at Your address shown on the Coverage Page unless coverage is cancelled or terminated as stipulated in this Policy .
"First Term"	Means the first Coverage Period for a new business Policy .
"Home"	" Home " means the residential dwelling owned by You in which You permanently reside that is [i] a house with no more than three (3) distinct living units, that share common heating, air conditioning, electrical or plumbing systems (" House ") or [ii] a residential condominium unit as defined and limited by Your condominium corporation (" Condominium ") but excludes any and all condominium common elements. In all cases for a Home , We exclude: <ul style="list-style-type: none"> a) vacation rentals, lease to own or any full or part time rental properties, or b) residences used for business purposes, including day care centres, fraternity or sorority houses, or nursing/care homes; or c) buildings zoned for commercial use and/or have electrical, plumbing, heating or air-conditioning systems modified to accommodate commercial usage and/or a business. Minor business use is permitted where Your Home is mostly used as Your personal residence. Your Home must adhere to all by-laws concerning the usage of the residence.
"Parts"	Means any mechanical or electrical Part(s) and/or a subassembly of parts located within a Product covered under this Policy .
"Policy"	Means this document that has been issued to You evidencing coverage and describing the conditions, requirements, limits of coverage, exclusions and Deductible . You stay qualified for benefits as long as Your Policy remains in force.
"Premium"	Means the dollar amount, excluding applicable sales tax, as detailed and shown on the Coverage Page as payable by You to Us for this Policy .
"Product"	Means any one (1) Product that is shown as covered on Your Coverage Page .
"Renewal Term"	Means any Coverage Period We offer to You following the First Term where You have fully paid the required Premium for such following term.
"Start Date"	Means the first date under this Policy that coverage is in place. This date is shown on the Coverage Page .
"Technician"	Means the repair person associated with, or employed by, an Authorized Repair Centre who is licenced and bonded to perform Product repair services on Our behalf.
"Vacant"	Means You no longer occupy the Home and most of the contents have been removed.
"We", "Us" and "Our"	Means Aviva Insurance Company of Canada, the company providing this insurance, and those representatives that are authorized to act on their behalf.
"You", "Your" and "Insured"	Means the person or persons whose name is shown on the Coverage Page and who is/are the owner(s) of the Home and includes their spouse/partner if a co-owner.

5. WHEN THERE IS A CLAIM

When **You** have a **Claim** **We** will assign an **Authorized Repair Centre** to perform the repair services. If there is an **Emergency**, efforts will be made to arrange repair service outside of regular business hours including on weekends, holidays and during evening hours. **You** may be responsible for additional costs for services performed at **Your** request outside of regular business hours that are not **Emergency** services.

If **You** request a non-authorized repair center be used for repair services, **We** have the right to accept or decline that repair center. When **We** agree to use a non-authorized repair center chosen by **You**, **We** will not be responsible for any loss or damages they cause or any **Consequential Loss**.

We will not repay **You** for any service performed without **Our** prior authorization.

6. DEDUCTIBLE AND SERVICE CALL CHARGE

Your Deductible amount is shown on the **Coverage Page**. **You** will be responsible to pay a service call charge that is equal to **Your Deductible to Our Technician** at the time of each visit, regardless of whether or not **You** ultimately require repair service. Once this is paid **We** deem **Your Deductible** paid for that **Claim**. This amount is payable for each service call per **Product**, per occurrence. If **You** do not pay this service call charge all repair services will be suspended until the service call charge is paid. If the actual service call charge is less than **Your Deductible**, **You** will only have to pay the service call charge amount. In the event the **Technician** must make more than one (1) visit to repair the same **Part** under a **Claim**, only **Your** initial **Deductible** would apply.

7. COVERAGE AMOUNTS AND LIMITATIONS

a) Manufacturer's Warranty

During the manufacturer's warranty period, the manufacturer is responsible for repairing the **Product** covered under their express or implied warranty. **We** will pay for repair expenses covered under this **Policy** that are not covered by the **Product's** written manufacturer's warranty.

b) First Product Repaired

Only one (1) of each **Product** in **Your Home** is covered. If **You** do have more than one (1) of the same **Product** in **Your Home**, coverage will be limited to the first **Product** for which **You** request repair service.

c) Number of Repairs

Beginning on the **Start Date** only two (2) repairs for the same **Product** are covered during any consecutive twelve (12) months.

d) Maximum Amount Payable

The maximum amount **We** will pay in any consecutive twelve (12) month period, beginning on the **Start Date**, is stated on the **Coverage Page**.

We will pay the cost of **Parts** and labour in order to restore a **Product** to normal operating condition. **You** will not receive double recovery for the same repair. All other repair obligations and/or repair guarantees, if any, including those from a manufacturer, retailer or on a credit card, will apply first.

e) Home Systems Product Sub-Limits

The following are the maximum amounts provided for the following **Home Systems Products**:

- i. Four thousand dollars (\$4,000) for any one (1) covered Air Conditioning and/or Heat Pump System, or
- ii. Two thousand dollars (\$2,000) for any one (1) Heating System/Built-In Wall Unit **Product** that is a hot water or steam circulating system,

for access, diagnosis and repair or replacement of **Parts** during each consecutive twelve (12) month period beginning on the **Start Date** until the **Policy** is terminated.

f) Materials and Parts

- i. **We** may choose any materials and **Parts** for **Product** repair and whether or not **We** will use certain manufacturer's **Parts** and/or components.
- ii. **We** decide whether to repair or replace any covered **Parts**.
- iii. If no **Product** defect is found or the repairs are denied by **Us**, **You** are responsible for all service costs incurred as set out below in Replacement and Repair Restrictions.

g) Replacement and Repair Restrictions

- i. During the **Coverage Period**, **You** will receive repairs, a replacement **Product**, or a cash settlement for a covered **Product**, only twice per **Product** in any consecutive twelve (12) month period.
- ii. Coverage for a **Product** will end upon payment of a cash settlement by **Us** to **You** for that **Product**.

- iii. When **You** choose to buy a new replacement **Product**, **We** will automatically extend this **Policy**'s coverage to **Your** new **Product**.
- iv. **We** may apply only one (1) of the following restrictions when **Parts** in **Our** sole discretion are deemed to be unavailable or not **Cost Effective** to repair:
 - a. If the **Product** is up to five (5) years old:
 - **We** may replace it with a **Product** of an equivalent or similar type with the same features.
 - The price of the replacement **Product** will not exceed the retail purchase price of the covered **Product** at the time of the **Claim**.
 - b. If **We** decide to replace and a replacement **Product** is not available, **We** will pay **You** a cash settlement up to the retail price of a replacement **Product** at the time of the **Claim** with a **Product** of an equivalent or similar type and quality with similar features.
- v. If the **Product** is over five (5) years old and repairs cannot be carried out because (a) the necessary **Part(s)** is/are no longer manufactured or no longer available, or (b) **We** deem the **Product** not **Cost Effective** to repair; then **Our** payment amount will be limited to the greater of:
 - a. five hundred dollars (\$500) for **Home** systems, or
 - b. two hundred and fifty dollars (\$250) for **Home** appliances, or
 - c. the manufacturer's last known list price for the **Parts** that need replacing to effect repairs.

8. ADDITIONAL COVERAGES

a) Return to Rough Finish Requirement

- i. This benefit only applies when plumbing and heating system/ built-in wall unit **Products** are being repaired under this **Policy**. **We** will provide access and diagnoses to these specific **Products** only through unobstructed walls, ceilings or floors, and will return the access opening to a rough finish. **We** will pay a maximum of five hundred dollars (\$500) during each consecutive twelve (12) month period for this benefit per **Product**.
- ii. If the plumbing or heating system/ built-in wall unit **Product** is fully or partially concrete-encased, **We** will pay a maximum of five hundred dollars (\$500) during each consecutive twelve (12) month period, beginning on the **Start Date**, for access, diagnosis, and repair or replacement to the affected **Product**.

b) Extra Living Expense Coverage

When there is a failure of the heating system/ built-in wall unit **Product**, provided it is the main source of heat in **Your Home**, this **Policy** provides reimbursement of expenditures for alternate accommodations in a furnished strata, condominium or hotel or similar establishment while the repair or the replacement is being carried out. This extra living expense coverage is available in the following conditions:

- a) **Your Home** has no functioning permanently installed secondary source of heat capable of heating **Your Home**;
- b) the outside temperature, on average, has been zero (0) degrees Celsius or lower (confirmed by Environment Canada) during the twelve (12) hours before and after such failure;
- c) the repair or replacement required to restore heating to **Your Home** will not be completed within twenty-four (24) hours from the time notice of **Claim** is given;
- d) to a maximum of one hundred and twenty-five dollars (\$125) per day, and up to a maximum of six hundred and twenty-five dollars (\$625) total per **Claim**; and
- e) **You** give **Us** receipt copies for such accommodations for review before reimbursement.

9. GENERAL EXCLUSIONS

These exclusions apply in addition to the *Specific Product Exclusions* as stated on **Your Coverage Page**. This **Policy** does not cover losses or damages arising directly or indirectly from:

- a) **Product** or **Part** defects, deficiencies or breakdowns that occur prior to the **Start Date**.
- b) access to or closing of **Products**, except as noted in the "Additional Coverages" section.
- c) the restoration of any wall coverings, floor coverings, cabinets, counter tops, tiling, paint, or for the repair of any structural or cosmetic defects.
- d) **Products** or **Parts** that are covered by a third party warranty, including without limitation a manufacturer, contractor, builder, installer, other insurer or warranty.
- e) items that are an accessory, including light bulbs, grates, knobs and lint screens, unless the item affects the safe operation of the **Product**.
- f) the lack of preventative maintenance as set by the manufacturer of the **Product**.

- g) electronic, computerized or energy management systems or devices, lighting, monitors, appliance management systems and smart technology.
- h) pre-existing defects, defects which are under a manufacturer's or distributor's recall, **Product** recall, class action suit, in-home warranty, or which are covered under a manufacturer's, distributor's or builder's program of reimbursement.
- i) misuse, abuse, service, repair, or replacement necessitated from any cause other than normal usage.
- j) any causes or occurrences that are external to the **Product** including fire, electrical events, and/or those caused by a person, and/or natural events (such as weather, earthquake, tree roots or similar).
- k) altered, adjusted, modified or repaired **Products** or **Parts** except when performed by an **Authorized Repair Centre** or a licensed repair or maintenance servicer.
- l) war, terrorism, riot, military unrest, or vandalism or malicious acts by **You** or by anyone at **Your** direction.
- m) loss or damage that originated from sources outside **Your Condominium** or which are the responsibility of the condominium corporation or builder.
- n) loss or damage to other building units or common areas in the building which originated from **Your Condominium** or located in condominium common areas and/or shared systems in multiple-unit dwellings;
- o) complying with local, provincial, or federal law, including bi-laws, current zoning, building or other codes or regulations.
- p) services involving asbestos, lead or the disposal of refrigerants or contaminants or other hazardous or toxic materials, as determined by the **Technician**.
- q) **Products** located in common areas or shared appliances and systems in multiple-unit dwellings.
- r) work performed by unlicensed or unqualified individuals.
- s) any delays due to strikes, lockouts, weather, inability to get replacement **Parts**, or any other requirements beyond **Our** control.
- t) upgrades or for the cost of construction, carpentry, or other modifications made necessary by existing equipment or installing different equipment.
- u) matching dimensions, brand or colour.
- v) portable units such as window-installed units or similar.
- w) lack of capacity, improper installation, or design.
- x) any **Consequential Loss** or damage.

10. REQUIREMENTS

a) Renewal Term

During the two (2) months before **Your Policy** is due to end **You** will be notified by email if **We** are able to continue offering **You** insurance. The renewal offer will include the **Premium** and any changes in the conditions and requirements. If **You** do not want to renew **Your** insurance, please contact the **Broker** before the renewal date of **Your Policy**.

If **We** are unable to offer to renew **Your Policy**, **You** will be notified in writing at the last address **We** have on file for **You**.

b) Hold Harmless

You understand a **Technician** is hired as an independent contractor and is not **Our** employee. **You** agree to release and hold **Us** harmless from any and all liability for damage of any kind, including damage to property or injury to any person arising from the operations and actions of any **Technician**.

c) Unsafe Requirement

In the case of any unsafe condition at **Your Home**, which will be determined only by the **Technician**, **We** will not be required to give service under this **Policy** until the unsafe condition is corrected.

d) Subrogation

We will be permitted to bring proceedings in **Your** name, at **Our** expense, to recover for **Our** benefit the amount of any **Claim** payments made under this **Policy**, including **Our** costs and expenses. **We** shall be entitled to exercise **Your** rights and remedies and **You** shall give all the help in **Your** power as **We** may want.

e) Statutory Conditions

All the requirements set out under the title Statutory Conditions apply to all coverages under this **Policy** except that these requirements may be modified or supplemented by the conditions of this **Policy** or by forms **We** have

attached that modify this **Policy**.

f) Right Of Verification

We have the right to verify any information provided by **You** before this **Policy** takes effect. When there is a **Claim**, **We** have the right to verify any information provided by **You** before determining any benefits under this **Policy**.

g) Right Of Recovery

If **You** have rights to recover all or part of any amount covered by this **Policy** from any other source, those rights are assigned to **Us**. **You** must do nothing after a **Claim** to worsen **Our** rights of recovery. At **Our** request **You** will bring legal action or transfer **Your** rights of recovery to **Us** and help **Us** enforce them, should **We** so choose.

11. STATUTORY CONDITIONS

The following are the statutory conditions specified in s .29 of the *Insurance Act*, RSBC 2012, c. 1 as of February 2015:

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.