

LIBERTY INTERNATIONAL UNDERWRITERS

EVENT PACKAGE POLICY



Policy Number:
Renewal Policy Number: NEW



LIBERTY MUTUAL INSURANCE COMPANY
181 Bay Street, Suite 1000, Brookfield Place, Toronto, Ontario M5J 2T3

Event Package Policy Declarations

Item 1: **NAMED INSURED, MAILING ADDRESS, AND EMAIL ADDRESS**

Name: As shown on the individual binders of insurance issued online under the Front Row Insurance Brokers Event Package Policy

Address: As shown on the individual binders of insurance issued online under the Front Row Insurance Brokers Event Package Policy

Email Address: As shown on the individual binders of insurance issued online under the Front Row Insurance Brokers Event Package Policy

Item 2: **BROKER NAME AND ADDRESS:**

Front Row Insurance Brokers Inc.
602-1788 West Broadway, Vancouver, BC V6J 1Y1

Item 3: **EVENT**

As shown on the individual binders of insurance issued online under the Front Row Insurance Brokers Event Package Policy

Item 4: **POLICY PERIOD**

As shown on the individual binders of insurance issued online under the Front Row Insurance Brokers Event Package Policy

Item 5: **POLICY PREMIUM**

As shown on the individual binders of insurance issued online under the Front Row Insurance Brokers Event Package Policy

Item 6: **LOCATIONS INSURED UNDER THIS POLICY**

As shown on the individual binders of insurance issued online under the Front Row Insurance Brokers Event Package Policy

Policy Number:
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Item 7: CURRENCY

Canadian

Item 8: COVERAGES PROVIDED

As shown on the individual binders of insurance issued online under the Front Row Insurance Brokers Event Package Policy

Item 9: ENDORSEMENTS:

Endorsement No. 1 - Program Endorsement

IN WITNESS WHEREOF, the Insurer has caused this Policy to be signed by its President and Secretary.

A handwritten signature in black ink, appearing to read "David McInnes".

President

A handwritten signature in black ink, appearing to read "Anne C. Ho".

Secretary

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

Event Package Policy

LIBERTY INTERNATIONAL UNDERWRITERS
(a division of Liberty Mutual Insurance Company)

INSURING AGREEMENTS

Various provisions of this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Policy, the words **Insured** mean the person or organization stated in Item 1 of the Declarations. The word Insurer means Liberty Mutual Insurance Company, the company providing this insurance. This Policy means this document, the Declarations and any Endorsements. Other words and phrases having special meaning appear in **bold** marks and are defined in the **DEFINITIONS** section or in the specific policy provision in which they appear.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations and any application for insurance, the Insurer agrees to provide coverage as follows:

1. **COVERAGE**

The Insurer will cover the **Insured**, up to the amount stated for each section offered below and chosen by the **Insured**, as shown on the individual binder of insurance issued online. All coverages chosen may be purchased online no sooner than 12 months preceding the **wedding** date shown on the individual binder of insurance issued online.

Section 1: WEDDING ATTIRE

What is covered under this section:

The Insurer will cover the **Insured**, up to the amount stated on the individual binder of insurance issued online, if any **wedding** attire is lost or damaged within 48 hours before or after the **wedding** date whilst in the **Insured's** possession. The Insurer will cover the reinstatement or replacement of the **wedding attire** or dress hire charges that are necessarily incurred by the **Insured**.

What is not covered under this section:

- (i) any loss by theft not reported to the police within 24 hours of the loss being discovered;
- (ii) loss or damage arising from wear and tear, deterioration, depreciation, confiscation or detention;
- (iii) any claim received after 90 days from the date of loss

Section 2 - PRESENTS, RINGS, CAKE & FLOWERS

What is covered under this section:

The Insurer will cover the **Insured**, following loss or damage to any **wedding** presents, **wedding** rings, **wedding** cake, attendants' presents or flowers during the period of 7 days prior to the **wedding** date shown on the individual binder of insurance online and up to 24 hours after the **reception** date shown on the individual binder of insurance issued online, whilst at the **Insured's** home or at the **reception** location shown on the individual binder of insurance issued online or in transit between these locations. The Insurer will replace or will pay the reasonable cost of replacing such items or make good such damage up to the amount shown on the individual binder of insurance issued online.

What is not covered under this section

- (i) any loss by theft not reported to the police within 24 hours of the loss being discovered;
- (ii) loss or damage by theft or attempted theft of any **wedding** present left in any unattended vehicle, unless the property is left in the locked trunk of the vehicle, concealed from view and there is evidence of violent, visible and forcible entry thereto;

- (iii) loss or damage by theft or attempted theft of any **wedding** present left unattended or kept in an unlocked room, while at the **reception**;
- (iv) loss or damage arising from wear and tear, deterioration, depreciation, confiscation or detention.
- (v) items of cash, which are lost or stolen

Section 3 - PHOTOGRAPHS & VIDEO

What is covered under this section:

The Insurer will cover the **Insured**, up to the amount shown on the individual binder of insurance issued online, for all expenses necessarily incurred to retake the **wedding** photographs/video as a direct and necessary consequence of the following,

- (i) non-appearance on the **wedding** day for any reason of the professional photographer/professional video operator booked for the **wedding**;
- (ii) loss of or damage to the original film, negatives or digital media by any cause before copies are made;
- (iii) non-development of the original film, negatives or digital media. Cover also includes the original video produced by the professional camera operator

What is not covered under this section:

- (i) loss or damage arising from wear and tear, deterioration, depreciation, confiscation or detention

Coverage under this section will only apply if notification of the covered claim is provided to the Insurer within 7 days of the **wedding** date shown on the individual binder of insurance issued online. All retakes must take place within 30 days of the **wedding** date shown on the individual binder of insurance issued online.

Section 4 - FAILURE OF SUPPLIERS

What is covered under this section:

The Insurer will cover the **Insured** up to the amount shown on the individual binder of insurance issued online, for all expenses necessarily incurred, following any supplier booked to supply transport, accommodation, catering, photographs, flowers, **wedding attire** or any other **wedding** services ceasing trading because of bankruptcy, liquidation or any other formal insolvency proceeding, up to the amount shown in the individual binder of insurance issued online for the following:

- (i) irrecoverable deposits;
- (ii) additional costs in arranging alternative equivalent services

What is not covered under this section:

- (i) any costs, which would have been incurred, had the original supplier not ceased trading;
- (ii) any amounts recoverable under sections 3 or 5

Section 5 – TRANSPORT

What is covered under this section:

The Insurer will cover the **Insured**, up to the amount shown on the individual binder of insurance issued online, for all expenses necessarily incurred, following the failure of any vehicle hire firm or any other person to provide **wedding** transport in accordance with any agreement or obligation with the **Insured**, including non-appearance or breakdown of or accident to the vehicle, for the following:

- (i) irrecoverable deposits;
- (ii) additional costs in arranging alternative equivalent services

What is not covered under this section

- (i) contracts, which are not in writing;
- (ii) any costs, which would have been incurred, had the original supplier provided the agreed service;
- (iii) ownership or use of trampolines, bouncy castles or other inflatables;
- (iv) any expenses incurred by the **Insured** more than 24 hours before or 24 hours after the **wedding** date shown on the individual binder of insurance issued online

Section 6 – TENTS

What is covered under this section:

The Insurer will cover the **Insured**, following loss or damage to **tents** up to the amount shown on the individual binder of insurance issued online, during the hire period and for which **you** have accepted responsibility (up to a maximum of 5 days).

What is not covered under this section:

- (i) loss or damage arising from erection or dismantling of any **tents**;
- (ii) loss of or damage to the **tent** arising from wear and tear, deterioration, depreciation, confiscation or detention;
- (iii) loss or damage to flooring of **tents** caused by footwear;
- (iv) loss or damage to audio and visual entertainment equipment within the **tent**

Section 7 – RENTED EQUIPMENT

The Insurer will cover the **Insured**, following loss or damage to **rented equipment** up to the amount stated on the individual binder of insurance issued online, during the hire period and for which you have accepted responsibility (up to a maximum of 5 days).

What is not covered under this section:

- (i) loss or damage caused by wear and tear; any quality in the property that causes it to damage or destroy itself; hidden or latent defect; gradual deterioration; insects; vermin, or rodents; corrosion, rust, dampness, cold or heat;
- (ii) loss or damaged caused by any work, process, experimentation, tests, repairing, restoration, conversion, or partial conversion, retouching, painting, cleaning or any other form of process performed or undertaken by the **Insured** or on the **Insureds** behalf or at the **Insureds** direction;
- (iii) unexplained or mysterious disappearance or shortage found upon taking of inventory;
- (iv) loss or damaged caused by electrical injury or disturbance to electrical appliances, devices, fixtures or wiring caused by electrical currents artificially generated, within the property or facilities you use in connection with the event;
- (v) loss or damaged caused intentionally by the **Insured** or at the **Insureds** direction;
- (vi) loss or damage caused by mechanical breakdown or derangement unless caused by a peril not otherwise excluded

Section 8 - CANCELLATION OR CURTAILMENT & REARRANGEMENT

What is covered under this section:

Cancellation or Curtailment

The Insurer will cover the **Insured**, up to the amount shown on the individual binder of insurance issued online, for any non-refundable expenses incurred by the **Insured** in respect of transport, accommodation, catering, photographs, flowers, **wedding attire** and services from any other suppliers booked but not used as a result of unavoidable and unexpected cancellation or curtailment of the **wedding** or reception shown on the individual binder of insurance issued online made necessary by any cause beyond the **Insureds** control happening in the **geographical limits**, except as specifically excluded

under 'What is not covered under this section' or under the exclusions applying to the whole policy.

Rearrangement

The Insurer will cover the **Insured** for any extra costs of alternative **wedding** services incurred to avoid cancellation of the **wedding** or **reception**. The most the Insurer will pay for these additional costs is 75% of the cost of the original **wedding** costs, but not more than the amount shown on the individual binder of insurance issued online.

What is not covered under this section:

1. Any claim arising from:
 - (a) the bride, groom or either civil partner's disinclination to marry;
 - (b) the death, injury, illness, compulsory quarantine, witness summons or jury service of any person(s) other than members of the **wedding party**;
 - (c) any illness of the bride, groom or either civil partner which the **Insured** were aware prior to purchasing this insurance;
 - (d) lack of funds to continue with the **wedding** or **reception**, except if from employment termination, layoff or dismissal of any member of the **wedding party** who is financially responsible for the original **wedding** costs. Such termination, layoff or dismissal must qualify for payment under applicable legislation and must occur after the effective date of the policy as shown on the individual binder of insurance issued online;
 - (e) the bride or groom or either civil partner being required to be overseas for the purposes of his/her trade, profession or business if this requirement was known about prior to purchasing this insurance; or any other member of the **wedding party** or any **wedding** guest being required to be overseas for the purpose of his/her trade, profession or business whether or not this was known or foreseeable prior to purchasing this insurance
2. Any claim arising directly or indirectly from injury, illness or death of any person caused by:
 - (a) suicide or attempted suicide or self-inflicted injuries;
 - (b) pregnancy or childbirth unless the expected date of confinement is more than two months after the **wedding** date;
 - (c) the influence of drugs (unless they are prescribed by a qualified medical practitioner but not to treat drug addiction) or the effects of alcohol;
 - (d) any hazardous activity or feat such as flying (other than as a fare-paying passenger on a recognized commercial airline), sky-diving or sky-surfing, parachuting, driving or riding in any kind of official and/or organized racing competition, rally or trial, rock climbing or mountaineering normally involving the use of ropes or guide, potholing, bungee jumping, parascending, canyoning, hang gliding, and skin-diving involving the aid of breathing apparatus other than whilst accompanied by and under the instructions from a qualified instructor;
3. Any expenses incurred (or agreed to be incurred) after the **Insured** knew of circumstances likely to lead to the **wedding** or **reception** having to be cancelled or curtailed.
4. Any claim arising from nonattendance of **wedding** guests unless due to **adverse weather** conditions preventing at least 50% of the guests from attending.

Section 9 – HONEYMOON CANCELLATION

What is covered under this section:

The Insurer will cover the **Insured**, up to the amount shown on the individual binder of insurance issued online, if the **Insureds** pre-booked **honeymoon**, which is supported by a valid travel insurance policy for all **Insureds** taking the **honeymoon**, is not taken as a direct result of the **Insureds wedding** being cancelled and covered under Section 8 above.

2. DEDUCTIBLE

The Deductibles are as shown on the individual binder of insurance issued online. The sum stated as the deductible shall be deducted from each adjusted claim hereunder

3. GENERAL EXCLUSIONS

This Policy does not insure against:

1. **War, Riot, Confiscation**

- a) Loss or damage caused by hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual impending or expected attack;
 - by any government or sovereign power (de jure or de facto); or
 - by any authority maintaining or using military, naval or air forces; or
 - by military, naval or air forces;
- b) any weapon of war employing atomic fission or radioactive force whether in time of peace or war;
- c) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an “occurrence”, seizure or destruction under quarantine or custom regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade;

2. **Terrorism**

Loss or damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss including any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

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

3. **Mold and Fungus**

Loss or damage caused by, arising out of or related in any way, directly or indirectly, to any clean-up of, remediation of, containment of, removal of, abatement of, existence of, presence of, ingestion of, inhalation of, absorption of or exposure to:

- a) any fungus(i), mold(s), spore(s), mildew or yeast;
- b) toxins created or produced by or arising out of or emanating from any fungus(i), mold(s), spore(s), mildew or yeast;
- c) any substance, vapor, gas, or other emission or organic or inorganic body or substance produced by or arising out of, or emanating from any fungus(i), mold(s), spore(s), mildew or yeast; or
- d) any material, product, building component, building or structure, or any concentration of moisture, water or other liquid within such material, product, building component, “building” or structure, that contains, harbors, nurtures or acts as a medium for any fungus(i), mold(s), spore(s), mildew, yeast or toxins emanating therefrom.

As used in this Policy:

- (a) fungus(i) includes, but is not limited to, any plants or organisms belonging to the major group Fungi, lacking chlorophyll, and including mold(s), rusts, mildews, smuts and mushrooms;
- (b) mold(s) includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms and “fungi” that produce molds; and
- (c) spore(s) means any dormant or reproductive body created or produced by or arising out of or emanating from any fungus/fungi, mold(s), mildew, plants, organisms or microorganisms.

4. Nuclear Energy Liability

Loss or damage or any liability:

- a) imposed by or arising under the Nuclear Liability Act or any other law, statute or regulation governing nuclear liability;
- b) liability for which an **Insured** under this Policy is also insured under a contract of nuclear energy liability insurance issued by the Nuclear Insurance Association of Canada or by any other insurer or group or pool of insurers, regardless of whether or not:
 - (i) the **Insured** is named in such contract;
 - (ii) such contract is legally enforceable by the **Insured**; or
 - (iii) such Policy's limits of liability have been exhausted;

or

- c) liability based on, attributable to, arising out of or in any way related, either directly or indirectly, to any, "Nuclear energy hazard" due to:
 - (i) the ownership, maintenance, operation or use of a nuclear facility by or on behalf of an **Insured**;
 - (ii) the furnishing by an **Insured** of services, materials, parts or equipment in connection with the planning, construction maintenance, operation or use of any nuclear facility; or
 - (iii) the possession, consumption, use, handling, disposal or transportation of fissionable substances or of other radioactive material used, distributed, handled or sold by an **Insured**, except radioactive isotopes located in a place other than a nuclear facility which have reached the final stage of fabrication so as to be useable for any scientific, medical, agricultural, commercial or industrial purpose.

For the purposes of this exclusion:

The term Nuclear energy hazard means the radiatory, toxic, explosive, or other hazardous properties of radioactive material.

The term Radioactive material means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements or any other substance that the Canadian Nuclear Safety Commission (or any successor governmental organization) may designate as being a substance capable of releasing atomic energy or as being requisite for the production, use or application of atomic energy.

The term Nuclear facility means:

- (a) any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and/or uranium;
- (b) any equipment or device designed or used for (i) separating the isotopes of plutonium, thorium and/or uranium processing or utilizing spent fuel, or (iii) handling, processing or packaging waste;
- (c) any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 and/or the isotope uranium 235, if at any time the total amount of such material in the custody of the **Insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste Radioactive material, and includes the site on which any of the foregoing is located, together with all operations conducted thereon and all "premises" used for such operations.

The term Fissionable substance means any substance capable of or from which can be obtained a substance capable of releasing atomic energy by nuclear fission.

5. Asbestos

Loss or damage or any liability based on, attributable to, arising out of or in any way related, either directly or indirectly, to:

- (a) asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust, including but not limited to manufacturing, mining, use, sale, installation, removal, or distribution activities;
- (b) exposure to, testing for, monitoring of, cleaning up, removing, containing or treating of asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers, or asbestos dust;
- (c) any obligation to investigate, settle or defend, or indemnify any person against any claim or Suit arising out of, or related in any way, either directly or indirectly, to asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers, or asbestos dust.

6. Silica Particles

Loss or damage or any liability based on, attributable to, arising out of or in any way related, either directly or indirectly, to:

- (a) the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form; or
- (b) to any obligation of the **Insured** to indemnify any party for damages, cost or expense arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form.

7. Dishonest or Criminal Acts

Loss or damage or any liability based on, attributable to, arising out of or in any way related, either directly or indirectly from or in connection with any dishonest, fraudulent or criminal acts by you, any of your partners, employees, officers, directors or trustees whether acting alone or in collusion with others, or occurring during or after the hours of employment.

8. Detention, Confiscation and Forfeiture

Loss or damage or any liability based on, attributable to, arising out of or in any way related, either directly or indirectly from detention, confiscation and forfeiture of any property legally carried out by any Custom, policy Service, Crime Prevention Unit or any other official or authority.

9. Sonic bangs

Any loss or damage caused by pressure waves caused by aircraft or other flying devices traveling at sonic or supersonic speeds.

10. Weddings and Receptions outside the Geographical Limits

Any **wedding** or **reception** outside the covered **geographical limits**.

11. Pollution or Contamination

Any claim or expense of any kind caused directly or indirectly by pollution or contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance. All pollution or contamination, which arises out of one incident, shall be deemed to have occurred at the time such incident takes place.

12. Court/Religious Mourning

Any claim or expense of any kind caused directly or indirectly by national, court or religious mourning whether declared or not.

13. Late Reporting

Any claim received more than 90 days after the date of the **wedding** or **reception** unless otherwise stated in the sections of coverage.

14. Recoverable Sums

Any sums recoverable from any other source.

15. Additional Compensation

Any compensation for distress, inconvenience or disappointment, or any losses not directly associated with the incident that caused the **Insured** to claim.

4. DEFINITIONS

Each time the following words or phrases are used in this policy document they will be printed in **'bold'** type and will have the specific meaning shown below.

- a) **Adverse Weather**
Extreme and ordinarily unexpected weather conditions, which pose a serious threat to the safety of those attending or make it physically impossible to attend
- b) **Geographical limits**
Canada, The United States of America, their territories and possessions
- c) **Honeymoon**
The holiday taken by the newly married couple within 90 days of the date of the **wedding** as shown on the individual binder of insurance issued online
- d) **Insured**
The Named Insured shown on Item 1 of the Declarations page
- e) **Tents**
Hired tents or tents including gazebos, staging, flooring, chairs and tables.
- f) **Reception**
The **wedding** reception booked or arranged to take place within 7 days of the wedding date shown the individual binder of insurance issued online
- g) **Rented Equipment**
Including but not limited to cameras, sound and lighting equipment and portable electrical equipment
- h) **Wedding**
The ceremony taking place on the wedding date shown on the individual binder of insurance issued online.
- i) **Wedding attire**
The bride/bridesmaids dresses with bridal accessories (items of a formal nature as worn by the bride or the civil partner at the wedding) and hired menswear

- j) **Wedding party**
The bride, groom, either civil partner, bride or groom's or either civil partner's parents or guardians, bride or groom's or either civil partner's children, best man and maid or matron of honor.

5. GENERAL CONDITIONS

1. **Action Against Insurer:**

No action shall lie against the Insurer unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this Policy, nor until the amount of the **Insured's** obligation to pay shall have been finally determined either by judgment against the **Insured** after actual trial or by written agreement of the **Insured**, the claimant and the Insurer. Every action or proceeding against the Insurer shall be commenced within one year next after the date of such judgment or written agreement and not afterwards. Nothing contained in this Policy shall give any person or organization any right to join the Insurer as a co-defendant in any action against the **Insured** to determine the **Insured's** liability.

2. **Breach of Conditions**

Conditions of this Policy relating to matters prior to the happening of a loss, the breach of which would disentitle the **Insured** to recover under this Policy.

3. **Cancellation**

This policy may be Cancelled

- (a) by the first Named Insured upon written notice to the Insurers representative shown in 6. below at any time within 14 days of binding coverage under this policy as shown on the individual binder of insurance issued online. If coverage is cancelled within the 14 days a full refund will be provided, after 14 days of binding the premium paid under this policy is non-refundable.
- (b) by the Insurer giving to the first Named Insured by written notice to you at the address shown in this Policy or last known address. The cancellation will be effective as of the date shown on the Cancellation Notice, but not less than thirty (30) days after mailing to the address in this Policy or last known address. The mailing of notice is sufficient proof of notice of cancellation.
- (c) for non-payment of premium, by the Insurer giving to the first Named Insured ten (10) days written notice of termination by registered mail. Notice of termination will be mailed to the first Named Insured's last known address. The return premium will be calculated on a pro-rata basis for the time the policy has been in force.

4. **Canadian Currency Clause:**

All limits, premiums and other amounts expressed in this Policy are in Canadian currency unless otherwise stated in an Endorsement to this Policy.

5. **Duty of Care**

The **Insured** must take all reasonable steps to prevent loss, damage, liability or expense to minimize any claim under this policy and shall make every effort to arrange an alternative venue for the **wedding** or **reception** and obtain alternative **wedding attire**

6. **Loss Procedures**

If loss, damage or liability occurs which may become a claim under this Policy, the **Insured** must notify in writing to the Insurers representative as soon as it is reasonably possible at the following address:

Front Row Insurance Brokers
602-1788 W Broadway
Vancouver, BC V6J 1Y1

A police report must be filed in the event of property loss caused by theft, malicious damage or vandalism.

In case of actual or imminent loss or damage, it shall be lawful and necessary for the **Insured**, its factors, servants and assigns to sue, labour and travel for, in or about the defence, safeguard and recovery of property or any part thereof, without prejudice to this insurance, nor shall the acts of the **Insured** or the Insurer in recovering, saving and preserving the property insured, in case of loss or damage be considered a waiver or acceptance of abandonment. The expenses so incurred shall be borne by the Insurer proportionately to the extent of its interest

There shall be no abandonment of property or goods to the Insurer.

7. **Fraudulent claims**

If the **Insured** makes a claim, which is fraudulent in any way, this Policy will end and the Insurer will not pay any such claims.

8. **Misrepresentation**

This Policy shall be voided 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.

9. **Material Change in Risk**

Any change material to the risk and within the control and knowledge of the **Insured** must be promptly notified to the Insurer or its local agent or else the contract, as to the part affected by the change is void. The Insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the contract. Alternatively, the Insurer may notify the **Insured** in writing that, if the **Insured** desires the contract to continue in force, the **Insured** must within fifteen (15) days' pay to the Insurer an additional premium. If such payment is not received the contract is no longer in force and the Insurer shall return the unearned portion, if any, of the premium paid.

10. **No Benefit to Bailee**

This Insurance shall in no way benefit directly or indirectly any carrier or bailee.

11. **No Control**

This Policy shall not be voided by failure to comply with any of its warranties or conditions in any portion of the premises over which the **Insured** has neither knowledge nor control.

12. **Other Insurance**

This Policy does not cover any loss which at the time of the happening of such loss is insured by any other existing valid policy or policies under which payment of the loss is actually made, except in the respect of any excess beyond the amount or amounts of such payments under such other policy or policies.

13. **Property of Others**

The Insurer may adjust any claim directly with the owner of the covered property.

Rights and responsibilities

- (i) The Insurer may take over and deal with, in the **Insured's** name, the defence or settlement of any claim.
- (ii) The Insurer may take proceedings in the **Insured's** name, but at the Insurers expense, to recover for the

Insurers benefit the amount of any payment the Insurers have made under this Policy.

- (iii) The **Insured** must give the Insurer all reasonable necessary information and assistance that the Insurer may require.

14. **Provincial Conditions**

This Policy shall be subject only to the Statutory Conditions of the province or territory in which the property insured is located and to such variations of the Statutory Conditions and such other terms and conditions as are herein printed or represented in writing.

15. **Premiums and Changes:**

The first Named Insured shown in the Declarations is solely responsible for making or receiving payments of premiums or adjustments of premium. The first Named Insured will act on behalf of all other **Insureds** for giving and receiving of notice of termination and for giving instructions to or agreeing with the Insurer with respect to alteration of this Policy.

16. **Language Clause**

English Text Clause

The **Insured** declare(s) and agree(s) that this Policy has been drawn in the English language in order to enable the coverages herein specified to be underwritten by Insurer offering the required coverages, thus permitting the use of the necessary applicable clauses in the language of their customary issuance and interpretation, thereby avoiding confusion, misinterpretation, and/or disparity of coverage which could otherwise be detrimental to their interest.

Clause De Texte

L'assuré déclare et convient que le présent document d'assurance a été rédigé dans la langue anglaise afin que la souscription des garanties exigées soit effectuée par des assureurs offrant les disponibilités requises, permettant ainsi l'usage des clauses nécessaires dans la langue de leur publication et de leur interprétation coutumière évitant toute confusion, erreur d'interprétation ou disparité de garantie qui pourraient autrement être préjudiciables à ses intérêts.

17. **Representations**

This Policy has been issued in reliance upon representations made to the Insurer by the **Insured** or on the **Insured's** behalf. The **Insured** agrees that the statements made in the Policy Declarations are accurate and complete.

18. **Conformity with Laws, Trade Sanctions, or Embargoes**

This Policy does not provide any cover for any business or activity to the extent that such cover would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sections, laws or regulations, including Canada, the United States of America, the European Union or the United Kingdom.

19. **Notice of Membership in Liberty Mutual Holding Company Inc.**

1. While this Policy is in effect, the Named Insured is a member of Liberty Mutual Holding Company Inc. and is entitled to vote either in person or by proxy at any and all meetings of the members of said company. The Annual Meeting of Liberty Mutual Holding Company Inc. is held in Boston, Massachusetts on the second

Wednesday in April each year at ten o'clock in the morning.

2. The Named Insured shall participate in the distribution of any dividends declared by us for this Policy. The amount of the Named Insured's participation is determined by the decision of our Board of Directors in compliance with any laws that apply.

20. **Subrogation:**

The Insurer shall be subrogated to all of the **Insured's** rights of recovery with respect to any payment made under this Policy. In this regard, the **Insured** shall execute any documentation required to enforce such rights and shall co-operate in all respects with the Insurer to assist in the enforcement of such rights. In witness whereof, we have caused this Policy to be executed and attested, but this Policy will not be valid unless countersigned by one of our duly authorized representatives, where required by law.

21. **Uninsured expenses**

The **Insured** shall reimburse **the Insurer** within one month of the **wedding** date any expenses not covered by this insurance which are incurred by the Insurer on the **Insureds** behalf

22. **Waiver or Amendment:**

Notice to any agent or knowledge possessed by any agent or by any other person will not affect a waiver or amendment in any part of this Policy. The terms of this Policy can only be waived or amended by a written Endorsement issued to form part of this Policy.

Endorsement No. 1

PROGRAM ENDORSEMENT

Effective Date:

Policy Number:

Issued to:

Issued by: Liberty Mutual Insurance Company

Broker:

This endorsement modifies insurance provided under this Policy as follows:

PROGRAM TERMS

Coverage under this Policy is provided on a program basis. Individual Coverages, Limits, Deductibles and Policy Periods for each insured covered under this program are as shown on the Binders of Insurance issued via the Front Row Insurance Brokers online program.

The Limits of Insurance provided under this Policy apply separately to each Insured covered under this Program.

POLICY TERRITORY

Canada

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.