



Property Guard

STUDENT PROPERTY & LIABILITY INSURANCE
RIDER/APPENDIX

PROPERTY AND LIABILITY INSURANCE
INSURED BY:

XN FINANCIAL SERVICES (CANADA) INC.
600 DE MAISONNEUVE BLVD. W SUITE 2310
MONTREAL QUEBEC CANADA H3A 3JS

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1.0 PERSONAL PROPERTY COVERAGE

Limit	Coverage
\$1,500	Limit of liability for household goods and personal belongings The deductible for each personal property loss is \$200

Agreement

We will provide the insurance described in this policy section in return for the premium and compliance with all applicable provisions of this policy.

We cover the household goods and personal belongings owned or used by you or members of your family, if resident in the same household, while these goods and belongings are anywhere in the world. We also cover the personal belongings of your dependent children while away at school or college during the normal school or college year.

At your request we will cover the personal belongings owned by others while such property is on the part of the **residence premises** occupied by you. In addition, we will cover at your request, the personal belongings owned by a guest or a **residence employee**, while this property is in the **residence premises** occupied by you or while such property is in the physical custody of such employee away from the **residence premises**.

We will also extend this coverage to your personal belongings while such belongings are in a commercial storage facility or warehouse.

The amount of coverage we provide is the limit of liability shown in the Coverage Summary.

Special Limits of Liability

These limits do not increase the limit of liability shown in the Coverage Summary. The special limit for each following numbered category is the total limit for each occurrence for all property in that numbered category:

1. \$100 on money, bank notes, bullion, gold other than gold ware, silver other than silverware, platinum, coins and medals;
2. \$500 on securities, accounts, deeds, evidence of debt, letters of credit notes other than bank notes, manuscripts, passports, tickets and stamps;
3. \$1,000 on watercraft, including their trailers, furnishing, equipment and outboard motors;
4. \$1,000 on trailers not used with watercraft;
5. \$1,000 on grave markers;
6. \$1,000 for loss by theft, of jewelry, watches, furs, precious and semi-precious stones;
7. \$1,000 for loss by theft, of silverware, silver-plated ware, gold ware, gold-plated ware and pewter ware; and
8. \$1,500 for loss by theft of electronic equipment (all items combined)

Property Not Covered

We do not cover:

1. articles separately described and specifically insured in the Valuable Articles section of your policy or any other insurance;
2. animals, birds or fish;
3. motorized land vehicles except those used to service the residence premises and not licensed for road use;
4. any device or instrument, including any accessories or antennas, for the transmitting, recording, receiving or reproduction of sound which may be operated by power from the electrical system of a motor vehicle, or any tape, wire, record, disc or other medium for use with any such device or instrument while of this property is in or upon a motor vehicle;
5. aircraft and parts;
6. property of roomers, boarders and other tenants, except property of roomers and boarders related to you;
7. property carried or held as samples or for sale or for delivery after sale;

8. business property away from your residence premises and property of any government or subdivision thereof;
9. property contained in an apartment regularly rented or held for rental to others by you; and
10. with respect to replacement cost coverage; antiques, fine arts, paintings, statuary and similar objects which by their inherent nature cannot be replaced with new articles. Also excluded are items whose age and origin contribute substantially to their value including but not limited to memorabilia, souvenirs, and collections, i.e. stamps, coins, etc.;
11. property grown for business purposes

1.1 Additional Coverages

Additional coverages for loss of use

The total limit of liability for all the following coverages under Loss of Use shall be 20% of the amount shown in the Coverage Summary under household goods and personal belongings. This coverage is in excess of the amount shown for household goods and personal belongings in the Coverage Summary.

Additional living expense

If a loss covered under this Section makes the residence premises uninhabitable, we cover any necessary increase in living expense incurred by you so that your household can maintain its normal standard of living. Payment shall be for the shortest time required to repair or replace the premises or, if you permanently relocated, the shortest time required for your household to settle elsewhere. This period of time is not limited by expiration of this policy. Coverage is limited to \$ 1,000.

Prohibited use

If a civil authority prohibits you from use of the residence premises as a result of direct damage to neighboring premises by a Peril Insured Against in this policy, we cover any resulting additional living expense and fair rental value loss for a period not exceeding two weeks during which use is prohibited.

1.2 Supplementary Coverages

Debris removal

We will pay the reasonable expense incurred by you in the removal of debris of covered property provided coverage is afforded for the peril causing the loss. Debris removal expense is included in the limit of liability applying to the damaged property. When the amount payable for the actual damage to the property plus the expense for debris removal exceeds the limit of liability for the damage property, an additional 5% of that limit of liability will be available to cover debris removal expense.

Reasonable repairs

We will pay the reasonable cost incurred by you for necessary repair made solely to protect property from further damage provided coverage is afforded for the peril causing the loss. This coverage does not increase the limit of liability applying to the property being repaired.

Trees, shrubs and other plants

We cover trees, shrubs, plants and lawns, on the **residence premises**, for loss caused by the following Perils Insured Against: Fire or Lightning, Explosion, Riot or Civil Commotion, Aircraft, Vehicles not owned or operated by a resident of the **residence premises** Vandalism or Malicious Mischief or Theft. The limit of liability for this coverage shall not exceed 10% of the limit of liability that applies to household goods and personal belongings for all trees, shrubs, plants and lawn and not more than \$500 for any one tree, shrub or plant. We do not cover property grown for **business** purposes.

Fire department service charge

We will pay up to \$500 for your liability assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect covered property from a peril insured against. No deductible applies to this coverage.

Property removal

Covered property while being removed from a premises endangered by a peril insured against and not removed for more than 30 days is covered for direct loss from any cause. This coverage does not change the limit of liability applying to the property being removed.

Credit card, forgery and counterfeit money

We will pay up to \$500 for:

1. the legal obligation of any **Beneficiary** to pay because of the theft or unauthorized use of a credit card issued to or registered in any **Beneficiary's** name;
2. loss to any **Beneficiary** caused by forgery or alteration of any check or negotiable instrument; and
3. loss to any **Beneficiary** through acceptance in good faith of counterfeit United States or Canadian paper currency.

Under this coverage we may make any investigation and settle any claim or suit that we decide is appropriate. Our obligation to defend any claim or suit ends when the amount we pay for the loss equals our limit of liability.

If a claim is made or a suit is brought against any **Beneficiary** for liability under the credit card coverage, we will provide a defense at our expense by counsel of our choice.

We have the option to defend at our expense any **Beneficiary** or any **Beneficiary's** bank against any suit for the enforcement of payment under the forgery coverage.

With respect to the credit card coverage, we do not cover use by a resident of your household, a person who has been entrusted with the credit card, or any person if any **Beneficiary** has not complied with all terms and conditions under which the credit card is issued. We also do not cover loss arising out of **business** pursuits or the dishonesty of any **Beneficiary**.

Deductible amount

With respect to loss covered under this Section we shall be liable only when such loss in each occurrence exceeds the amount of the deductible shown in the Coverage Summary and then only for the amount of such excess.

Perils insured against

We insure for all risks of direct physical loss or material damage to the property described except:

1. losses excluded under this section – Exclusions
2. freezing of a plumbing, heating or air conditioning system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing, while the **residence premises** is vacant, unoccupied or being constructed unless you have used reasonable care to:
 - a. maintain heat in the building; or
 - b. shut off the water supply and drain the system and appliances of water;
3. theft:
 - a. This peril includes loss or damage by theft, if someone has broken into or out of the building by using force and violence or has got into the building by deception.

- b. This peril does not include loss caused by theft:
 1. Committed by an "insured";
 2. From that part of a "residence premises" rented by an "insured" to someone other than another "insured"; or
 3. That occurs off the "residence premises" of:
 - i. Trailers, semitrailers and campers;
 - ii. From an unattended vehicle (other than from a locked and concealed boot, concealed luggage compartment or closed glove compartment of a securely looked vehicle which has been broken into by using force and violence); or
 - iii. Watercraft of all types, and their furnishings, equipment and outboard engines or motors.
 - iv. Not reported to the police within 24 hours of the theft
4. wear and tear; marring; deterioration; inherent vice; latent defect; mechanical breakdown; rust; mold; wet or dry rot; contamination; smog; smoke from agricultural smudging or industrial operations; birds, vermin, rodents, insects or domestic animals. If any of these cause water to escape from a plumbing, heating or air-conditioning system or household appliance, we cover loss caused by the water;
5. breakage of eyeglasses, glassware, statuary, marble, bric-a-brac, porcelain and similar fragile articles, other than **jewelry**, watches, bronzes, **cameras** and photographic lenses. There is coverage for breakage of this property by or resulting from fire, lightning, windstorm, hail, smoke other than smoke from agricultural smudging or industrial operations, explosion, riot, civil commotion, aircraft, vehicles, vandalism and malicious mischief, collapse of a building, earthquake, water not otherwise excluded, theft or attempted theft, or sudden and accidental tearing apart, cracking, burning or bulging of a steam or hot water heating system, air conditioning system or an appliance for heating water;
6. dampness of atmosphere or extremes of temperature unless the direct cause of loss is rain, snow, sleet or hail;
7. refinishing, renovating or repairing of property;
8. collision other than collision with a land vehicle, or the sinking, swamping or stranding of watercraft, including its trailer, furnishings, equipment and outboard motors;
9. destruction, confiscation or seizure by order of any government or public authority

1.3 Exclusions

We do not cover loss resulting directly or indirectly from the following causes:

1. Ordinance or law, meaning enforcement of any ordinance or law regulating the construction, repair, or demolition of a building or other structure;
2. Power interruption, meaning the interruption of power or other utility service if the interruption takes place away from the residence premises. If a peril insured against ensues on the residence premises, we will pay only for loss caused by the ensuing peril;
3. Neglect, meaning neglect of the Beneficiary to use all reasonable means to save and preserve
 - i. property at and after the time of a loss, or when property is endangered by a peril insured against;
4. War, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force of military personnel, destruction or seizure or use for a military purpose, and including consequence of any of these. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental;
5. Nuclear hazard, to the extent set forth in the nuclear hazard Clause of this policy; or

6. International transit, meaning while the household goods or personal belongings are aboard any vessel, aircraft or vehicle for the purpose of international transit or during loading or unloading therefrom; or while in storage during such transit; except such property as accompanies the Beneficiary or members of the Beneficiary's family of the same household as personal baggage. Personal baggage coverage is limited to \$1,000;
7. Intentional Loss, Intentional Loss means any loss arising out of any act an "insured" commits or conspires to commit with the intent to cause a loss. In the event of such loss, no "insured" is entitled to coverage, even "insureds" who did not commit or conspire to commit the act causing the loss;
8. **Mysterious Disappearance**, Mysterious Disappearance means any loss of property due to your inability to locate an item without circumstances to support the theory that the property was stolen.
9. **Power Failure**, Power Failure means the failure of power or other utility service if the failure takes place off the "residence premises". But if the failure results in a loss, from a Peril Insured Against on the "residence premises", we will pay for the loss caused by that peril.

Nuclear Hazard

For the purpose of this policy section, nuclear hazard means: any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these occurrences. Coverage under Personal Property does not apply to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from nuclear hazard shall be considered loss caused by fire.

1.4 General Conditions

Insurable Interest

If more than one person has an insurable interest in the property covered, we shall not be liable to the **Beneficiary**, for an amount greater than the **Beneficiary's** interest, nor shall we be liable for more than the applicable limit of liability.

Your duties after a loss

In case of loss to which this insurance may apply, you shall:

1. For any theft claim, notify the policy within 24 hours of the theft.
2. give immediate notice to us or our agent, and (a) in the case of theft also notify the police and (b) in the case of credit card forgery also notify the credit card issuer;
3. protect the property from further damage, make reasonable and necessary repairs required to protect the property, and keep an accurate record of repair expenditures;
4. prepare an inventory of damage personal property showing in detail, the quantity, description, and amount of loss. (Attach to the inventory all bills, receipts and related documents that substantiate the figures in the inventory);
5. exhibit the damaged property as often as we reasonably require and submit to examination under oath;
6. submit to us, within 60 days after we request, your signed statement of loss which sets forth, to the best of your knowledge and belief;
 - a. the time and cause of loss;
 - b. interest of the **Beneficiary** and all others in property involved and all encumbrances on the property;
 - c. other insurance which may cover the loss;
 - d. changes in title or occupancy of the property during the term of the policy;
 - e. specifications of any damaged building and detailed estimates for repair of the damage;
 - f. an inventory of damaged personal property;
 - g. receipts for additional living expenses incurred and records supporting the fair rental value loss;
 - h. evidence or affidavit supporting a claim under the credit card, forgery and counterfeit money coverage, stating the amount and cause of loss; and

- i. any additional information we request.

1.5 Loss Settlement

Our responsibility at time of loss to the covered household goods and personal belongings is to repair or replace the lost or damaged property without deduction for depreciation. Our liability shall not exceed the smallest of the following amounts:

1. the total limit of liability for household goods and personal belongings as stated on the Coverage Summary;
2. the replacement cost of the damaged household goods and personal belongings at the time of loss, including if necessary, shipment charges from the country of original purchase and any applicable import taxes and tariffs; or
3. the cost to repair the damage household goods and personal belongings at time of loss.
4. At the **Beneficiary's** option, if you do not repair or replace any lost or damaged household goods or personal belongings, they will be valued on an actual cash value basis.

However, if, within 24 months of the date of the loss settlement, you give us notice of your decision to repair or replace any lost or damaged household goods or personal belongings, we will pay you the difference between their replacement cost and the actual cash value originally paid, but we will pay this difference only when household goods or personal belongings that were valued on an actual cash value basis is actually repaired or replaced.

Loss for breakage to glass caused by a peril insured against shall be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

In case of loss to a pair or set we may elect to:

1. repair or replace any part to restore the pair or set to its value before the loss; or
2. pay the difference between actual cash value of the property before and after the loss.

If we give you written notice within 60 days after we receive your signed, sworn statement of loss, we may repair or replace any part of the property damaged with equivalent property.

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting for a fee regardless of any other provision of this policy.

We need not accept any property abandoned by any **Beneficiary**.

If you and we fail to agree on the amount of loss, either one can demand that the amount of the loss be set by appraisal. If either makes a written demand for appraisal, each shall select a competent, independent appraiser and notify the other of the appraiser's identity within 30 days of receipt of the written demand.

The two appraisers shall then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 30 days, you or we can ask a judge of a court of record in the country where the **residence premises** is located to select an umpire. The appraisers shall then set the amount of the loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon shall be the amount of the loss. If the appraisers fail to agree within a reasonable time, they shall submit their differences to the umpire. Written agreement signed by any two of these three shall set the amount of the loss. Each appraiser shall be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire shall be paid equally by you and us.

Loss payment

We will adjust all losses with you. We will pay you unless some other person is named in the policy to receive payment. Payment for loss will be made within 60 days after we reach agreement with you, entry of a final judgment, or the filing of an appraisal awarded with us.

Other insurance

If a loss covered by this policy is also covered by other insurance, this policy will be the primary coverage.

Suits against us

No action shall be brought unless there has been compliance with the policy provision and the action is started within one year after the occurrence causing loss or damage.

2.0 PERSONAL LIABILITY COVERAGE

Limit	Coverage
\$50,000	Limit of liability coverage There is no deductible for this coverage

Agreement

We will provide insurance described in this policy section in return for the premium and compliance with all applicable provisions of this policy. In any country where the Insurer may be prevented by law or otherwise from carrying out this agreement, the Insurer shall pay any expenses incurred with its written consent in accordance with this agreement.

2.1 Liability

Personal Liability

If a claim is made or a suit brought against any **Beneficiary** for damages because of **bodily injury, personal injury, or property damage** to which this coverage applies, we will:

1. pay up to the limit of liability shown in the **Beneficiary** Coverage Summary for the damages for which the **Beneficiary** is legally liable; and
2. provide a defense at our expense by counsel of our choice. We may make any investigation and settle any claim or suit that we decide is appropriate. Our obligation to defend any claim or suit ends when the amount we pay for damages resulting from the occurrence equals our limit of liability.

Medical payments to others

We will pay the necessary medical expenses incurred or medically ascertained within three years from the date of an accident causing **bodily injury**. Medical expenses mean reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services. This coverage does not apply to you or regular residents of your household other than **residence employees**. As to others, this coverage applies only:

1. to a person on the **insured location** with the permission of any **Beneficiary**; or
2. to a person off the **insured location**, if the **bodily injury**:
 - a. arises out of a condition in the **insured location** or the ways immediately adjoining;
 - b. is caused by the activities of any **Beneficiary**;
 - c. is caused by a **residence employee** in the course of the **residence employee's** employment by any **Beneficiary**; or
 - d. is caused by an animal owned by or in the care of any **Beneficiary**.

Payments under this coverage are limited to a maximum of \$50,000 per person.

2.2 Exclusions

Coverage under both the Personal Liability and the Medical Payments to Others does not apply to **bodily injury, personal injury** or **property damage** which:

1. is expected or intended by the **Beneficiary**;
2. arises out of an illness, sickness or disease transmitted intentionally or unintentionally by a covered person to anyone, or any consequence resulting from that illness, sickness or disease.
3. arises out of **business** pursuits of any **Beneficiary** or the rental or holding for rental of any part of any premises by any **Beneficiary**; provided, however that this exclusion (3) shall not apply to (a) activities which are ordinarily incident to non-**business** pursuits, or (b) the rental or holding for rental of a residence of yours: (i) on an occasional basis for the exclusive use as a residence, (ii) in part, unless intended for use as a residence by more than two roomers or boarders, or (iii) in part, as an office, school, studio or private garage;
4. arises out of the rendering or failing to render professional services;
5. arises out of any premises owned or rented to any **Beneficiary** which is not an **insured location**;
6. arises out of the ownership, maintenance, use, loading or unloading of:
 - a. an aircraft;
 - b. a **motor vehicle** owned or operated by, or rented or loaned to any **Beneficiary**; or
 - c. a **watercraft**:
 - i. owned by or rented to any **Beneficiary** if the **watercraft** has inboard or inboard- outdrive motor power of more than 50 horsepower or is a sailing vessel, with or without auxiliary power, 26 feet or more in overall length; or
 - ii. powered by one or more outboard motors with more than 25 total horsepower, owned by any **Beneficiary** at the inception of this policy. If you report in writing to us within 60 days after acquisition, an intention to insure any outboard motors acquired prior to the policy period, coverage will apply;
7. is caused directly or indirectly by **war**, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental. Exclusion 6(c) does not apply while the **watercraft** is stored and Exclusions 5 and 6 do not apply to **bodily injury** to any **residence employee** arising out of and in the course of the **residence employee's** employment by any **Beneficiary**.

Coverage under personal liability

Coverage applies to:

Liability assumed under any written contract or agreement, for a residence rented, or lease agreement that is mandated by local law or statute including:

Neighbors and tenants liability

means the property damage you become legally obligated to pay by reason of liability imposed by the articles of the Napoleonic code or similar civil or commercial codes because of:

1. damage for which you are liable as a tenant;
2. damage for which you are liable when the consequences of such damage spread from your premises to the premises of neighbors and co-tenants; or
3. damage for which you are liable, as landlord, as a result of construction defects or lack of maintenance.

Coverage does not apply to:

1. liability assumed under any written contract or agreement by contract or agreement in connection with any **business** of the **Beneficiary**;
2. **property damage** to property owned by the **Beneficiary**;

3. **bodily injury** to any person eligible to receive any benefits required to be provided or voluntarily provided by the **Beneficiary** under any worker's or workmen's compensation, non- occupational disability, or occupational disease law; or
4. **bodily injury, personal injury or property damage** for which any **Beneficiary** under this policy is also a **Beneficiary** under a nuclear energy liability policy or would be a **Beneficiary** but for its termination upon exhaustion of its limit of liability. A nuclear energy liability policy is a policy issued by Nuclear Energy Liability Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors. Also any other nuclear energy liability policy issued by any foreign government or foreign jurisdiction.

Coverage under medical payments to others

Coverage does not apply to:

1. a **residence employee** if it occurs off the **insured location** and does not arise out of or in the course of **residence employee's** employment by any **Beneficiary**;
2. any person, eligible to receive any benefits required to be provided or voluntarily provided under any worker's or workmen's compensation, non-occupational disability or occupational disease law;
3. any nuclear reaction, radiation or radioactive contamination all whether controlled or uncontrolled or however caused, or any consequence of any of these.

2.3 Additional Coverages

We cover claim expenses, first aid expenses and damage to property of others in addition to our limits of liability.

With respect to claim expenses, we pay:

1. expenses incurred by us and costs taxed against any **Beneficiary** in any suit we defend;
2. premiums on bonds required in a suit defended by us, but not for bond amounts greater than the limit of liability for personal liability although are not obligated to apply for or furnish any bond;
3. reasonable expenses incurred by any **Beneficiary** at our request, including actual loss of earnings (but not loss of other income) up to \$100 per day for assisting us in the investigation or defense of any claim or suit; and
4. interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.

With respect to first aid expenses, we will pay expenses for first aid to others incurred by any **Beneficiary** for **bodily injury** covered under this policy. We will not pay for first aid to you or any other **Beneficiary**.

With respect to damage to property of others, we will pay up to \$500 per occurrence for **property damage** to property of others caused by any **Beneficiary**.

We will not pay for **property damage**:

1. to property insured under Personal Property or any similar type of coverage;
2. caused intentionally by any **Beneficiary** who is 18 years of age or older;
3. to property owned by or rented to any **Beneficiary**, a tenant of any **Beneficiary**, or a resident in your household; or
4. arising out of:
 - a. **business**,
 - b. any act or omission in connection with a premises owned, rented or controlled by a **Beneficiary**, other than the **insured location**, or
 - c. the ownership, maintenance, or use of a **motor vehicle**, aircraft or **watercraft**.

2.4 General Conditions

Limit of Liability

Regardless of the number of **Beneficiaries**, claims made or persons injured, our total liability under personal liability stated in this policy for all damages resulting from any one occurrence shall not exceed the limit of liability for such coverage as stated in the **Beneficiary** Coverage Summary. All **bodily injury, personal injury**, and **property damage** resulting from any one accident or from continuous or repeated exposure to substantially the same general conditions shall be considered to be the result of one occurrence.

Medical payments for others

Our total liability under medical payments to others for all medical expense payable for **bodily injury** to all persons as the result of one accident shall not exceed the limit of liability for Personal Liability as stated in the Coverage Summary.

This insurance applies separately to each **Beneficiary**. This condition shall not increase our limit of liability for any one occurrence.

Beneficiary's duties after loss

In case of an accident or occurrence, the **Beneficiary** shall perform the following duties and cooperate with us in seeing that these duties are performed:

1. give written notice to us or our agent as soon as practicable, which sets forth:
 - a. the identity of the policy and **Beneficiary**;
 - b. reasonably available information on the time, place and circumstances of the accident or occurrence; and
 - c. names and addresses of any claimants and available witnesses;
2. forward to us every notice, demand, summons or other process relating to the accident or occurrence;
3. at our request, assist in:
 - a. making settlement;
 - b. the enforcement of any right of contribution or indemnity against any person or organization who may be liable to any **Beneficiary**;
 - c. the conduct of suits and attend hearings and trials;
 - d. securing and giving evidence and obtaining the attendance of witnesses;
4. under the coverage - damage to the property of others - submit to us within 60 days after the loss, a sworn statement of loss and exhibit the damaged property, if within the **Beneficiary's** control;
5. the **Beneficiary** shall not, except at the **Beneficiary's** own cost, voluntarily make any payment assume any obligation or incur any expense other than for first aid to others at the time of the **bodily injury**.

Duties of an injured person

The injured person or someone acting on behalf of the injured person seeking medical payments coverage shall:

1. give us written proof of claim, under oath if required, as soon as practicable;
2. execute authorization to allow us to obtain copies of medical reports and records; and
3. the injured person shall submit to physical examination by a physician selected by us when and as often as we reasonably require.

Payment of claim

Payment under the medical payments to others is not an admission of liability by a **Beneficiary** or by us.

Suits against us

No action shall be brought against us unless there has been compliance with the policy provisions.

No one shall have any right to join us as a part to any action against any **Beneficiary**. Further, no action with respect to personal liability shall be brought against us until the obligation of the **Beneficiary** has been determined by final judgment or agreement signed by us.

Bankruptcy of any Beneficiary

Bankruptcy or insolvency of any **Beneficiary** shall not relieve us of any of our obligations under this policy.

Other insurance

Our personal liability insurance is excess over any other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy.

3.0 CLAIMS

HOW TO MAKE A CLAIM UNDER APPENDIX I FOR PROPERTY AND LIABILITY

Naturally we hope you won't have any accidents or misfortune, but if you do and wish to make a claim under this insurance please contact the XN Global® Claims Center as soon as possible.

XN Global® Claims Center

600 De Maisonneuve Blvd. West, suite 2310,
Montreal (Quebec) Canada H3A 3J2
gbgclaims@xn.com

Toll free worldwide + 800 XN-Center (96-236837)
USA & Canada 1-866-286-4076
Call Collect 514-843-9604

At the time of making a claim, please provide full details of the claim as well as:

- Please confirm you are insured with GBG Insurance Limited
- The name of the group policy holder:
- You name
- The policy number stated on APPENDIX I on your schedule: **4-460-1-0000**

**Property and Liability Insurance
Insured By:**

Xn Financial Services (Canada) Inc.
600 De Maisonneuve Blvd. W Suite 2310
Montreal Quebec Canada H3a 3js



Administered By:

Global Benefits Group
27422 Portola Parkway, Suite 110
Foothill Ranch, CA 92610 USA