# RESIDENTS LIABILITY PROGRAM GROUP POLICY

This policy contains a clause that may limit the amount(s) payable.

REN-CAD-TIC-SC2-0012 (02-23) - STATUTORY CONDITIONS

TIC-PN-ED-CAD-COMM (04-18) - ELECTRONIC DELIVERY - COMMERCIAL

For the purposes of the *Insurance Companies Act* (Canada), this policy was issued in the course of Technology Insurance Company, Inc.'s insurance business in Canada.

Group Policyholder	2678562 Ontario Inc.	Policy Number: <u>CADREN000020</u>
Address: _713 Oshawa Blvd N, Oshawa, ON L1G 5V1		
Policy Period From	January 11, 2024 12:01 a.m. Standard time at the address shown abo	to continue until cancelled. ve
Coverage is provided for the term shown on the individual certificate declarations, subject to the terms and conditions of this group policy.		
Maximum Coverage Limit selected per Certificate: <b>\$1,000,000</b>		
Endorsements made a part of this policy at time of issuance:  REN-TIC-GP-0002 (02-23) - RESIDENTS LIABILITY PROGRAM GROUP POLICY  REN-TIC-GP-0003 (02-23) - LESSOR PLACED CERTIFICATE ENDORSEMENT  REN-TIC-GP-0004 (02-23) - MONTHLY TERM CERTIFICATE ENDORSEMENT  REN-TIC-GP-0005 (02-23) - ANIMAL LIABILITY SPECIAL LIMIT ENDORSEMENT		

REN-TIC-GP-0002 (02-23)



This Group Policy together with its Declarations Page and Endorsements constitute the complete and sole coverage provided by this Group Policy.

In consideration of the payment of premium and in reliance upon the statements made in the Declarations Page of this Group Policy and subject to the conditions, provisions and other terms of this Group Policy, **Technology Insurance Company, Inc.** and the **Policyholder** agree as follows:

#### I. INSURING AGREEMENT

Subject to the terms, conditions and exclusions set forth in the **Certificates**, **We** hereby agree to cover all losses that are payable under the **Certificates** issued to a **Certificateholder**. This Group Policy applies only to such individually numbered and recorded **Certificates** issued to a **Certificateholder** during the Policy Period which have been reported to **us** and for which a premium has been paid.

#### **II. DEFINITIONS**

The following terms have specific meanings and appear in bold face type throughout this Group Policy:

- A. **Certificate** means any valid Certificate issued by or on behalf of the **Policyholder** to a **Certificateholder** on a form authorized and approved by **us** in writing.
- B. Certificateholder means the person whose name appears on the Certificate Declarations Page.
- C. **Policyholder** means the entity identified on the Declarations Page of this Group Policy.
- D. **We, us** and **our** means Technology Insurance Company, Inc.

#### **III. LIMITS OF LIABILITY**

**Our** liability under this Group Policy shall be no greater than the liability assumed under and in accordance with each **Certificate** issued.

#### **IV. EXCLUSIONS**

This Group Policy does not provide coverage:

- A. For any **Certificate** of insurance that is issued on a form that has not been approved in writing by us;
- B. For any loss, claims or damages that are not covered under the terms and provisions of the **Certificates** issued hereunder;
- C. For repair costs, expenses or any damages arising from the items and/or events specifically excluded under the terms and provisions of the **Certificates** issued hereunder;
- D. For any form of bodily injury or property damage, except as specifically stated in the **Certificates**;
- E. For any liability of any nature whatsoever based upon, arising out of, or in connection with, any actual or alleged violation of any applicable local, provincial, territorial, or federal regulation by the **Policyholder**, its agents or employees;
- F. For any liability arising out of a criminal act, omission, error, dishonesty or fraud of the **Policyholder**, its agents or employees;
- G. For any liability for consequential damages arising from the performance of the **Policyholder**, its agents or employees;
- H. For any liability of, or breach of duty by, anyone other than the Certificateholders;
- I. For any damages sustained as a result of any liability, any negligent acts, any tort, any wrongful acts by or at the direction of the **Policyholder**, its agents or employees, or a third party;
- J. For any obligation to provide a defense, defend any lawsuit or participate in any legal proceeding which the **Policyholder**, its agents or employees, or a third party is a party to, either on a direct or indirect basis, nor do

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**We** cover any expenses or costs incurred by the **Policyholder**, its agents or employees, or a third party for any of the above.

K. For any liability of the **Policyholder**, its agents or employees arising from fines, penalties, or bad faith, punitive or exemplary damages.

#### V. GENERAL PROVISIONS

#### A. Legal Action Against Us

No legal action may be brought against **us** unless there has been full compliance with all of the terms and conditions of this policy and suit is filed within one year from the date of the occurrence. No one will have the right to join us as a party to any action against the **Policyholder** or **Certificateholder**.

# **B.** Waiver or Change of Provisions

A waiver or change of any provision of this Group Policy must be in writing by us to be valid.

#### C. Assignment

Assignment of interest under this Group Policy shall not bind **us** unless **our** consent is endorsed hereto.

# D. Bankruptcy or Insolvency

The bankruptcy or insolvency of the **Policyholder** shall not relieve **us** of **our** obligations under this Group Policy.

#### E. Cancellation

This Group Policy may be canceled by the **Policyholder** by surrendering the Group Policy to **us**, or by mailing to **us** written notice stating the future date cancellation is to take effect.

We may cancel this Group Policy by mailing written notice of cancellation to the **Policyholder** at least:

- (1) Fifteen (15) days prior to the effective date of cancellation if this Group Policy is canceled due to non-payment of premium; or
- (2) Thirty (30) days prior to the effective date of cancellation if this Group Policy is canceled for any other reason.

Cancellation of this Group Policy shall not affect the duties of the **Policyholder**, as set forth in this Group Policy, as to any **Certificate** issued during the term of the Group Policy and for which a premium was paid.

If the Group Policy is cancelled, the **Certificates** will remain in force until their expiration.

#### F. Conformity to Statute

Any provision of this Group Policy that is in conflict with applicable local, provincial, territorial, or federal laws in which this Group Policy is effective is hereby amended to conform to the minimum requirements of such law.

#### **G.** Liberalization Clause

If **we** make a change which broadens coverage under this edition of **our** policy without additional premium charge, that change will automatically apply to the **Certificateholder's** insurance as of the date **we** implement the change in the certificate, provided that this implementation date falls within 60 days prior to or during the policy period stated in the Declarations.

#### **H.** Entire Agreement

This Group Policy constitutes the entire agreement between the parties with respect to the matters set forth herein and supersedes all prior documents and understandings.

#### I. Inspection and Audit

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We shall have the right to inspect the **Policyholder's** premises, books and records, as the same pertains to coverage under this Group Policy. This right shall extend until one (1) year after all **Certificates** issued by the **Policyholder** are no longer in effect. Neither **our** right to make inspections nor any report made thereon shall constitute an undertaking on behalf of, or for the benefit of, the **Policyholder** or others to determine or warrant that such property or operations are safe or in compliance with any law, rule or regulation.

#### J. No Benefit to Bailee

The insurance afforded by this Group Policy shall not benefit directly or indirectly to any carrier or other bailee.

# **K.** Reporting of Certificates

If the **Policyholder** issues **Certificates** the **Policyholder** shall maintain and keep an accurate record of all **Certificates** issued. Within fifteen (15) days from the last day of each month, the **Policyholder** must forward to **us**, a copy of all **Certificates** issued in the preceding month.

# ${\color{black} {\rm L.}}$ Representations

By acceptance of this Group Policy, the **Policyholder** agrees that all statements contained in the Declarations Page of this Group Policy are complete and accurate and are the **Policyholder's** agreements and representations, and that this Group Policy is issued in reliance upon the truth of such representations.

#### **M.** Rights of Recovery and Subrogation

If we make any payment under this Group Policy, we shall be subrogated to all of the Policyholder's rights of recovery, to the extent of payment made. We shall have the right to participate with the Policyholder and any other insurer in the exercise of all of the Policyholder's rights of recovery against any person or organization. The Policyholder shall do nothing to impair or prejudice our rights and shall execute and deliver instruments and papers and do whatever is necessary to assist us in the enforcement of its rights.

After the **Policyholder** has been made whole, all amounts recovered by the **Policyholder** from third parties for which the **Policyholder** also received benefits under this Group Policy, shall belong to, and be paid to, **us** by the **Policyholder** up to the total amount of benefits paid by **us**.

#### N. Territory

The benefits provided under this Group Policy are only available for **Certificates** issued during the term of this Group Policy within Canada.

## **GOVERNING LAW**

Subject to applicable laws, this Policy is governed by the laws of the Province or Territory of your residence (including any applicable federal laws of Canada), and any disputes under this policy will be settled in accordance with the laws of such Province or Territory, and any applicable federal laws of Canada.

Where the Policy is governed by the laws of British Columbia, Alberta, or Manitoba, every action or proceeding against an insurer for the recovery of insurance money payable under this Policy is absolutely barred unless commenced within the time set out in the *Insurance Act*.

#### **CURRENCY**

All benefits under this Policy will be paid in Canadian dollars, and all premiums under this policy will be paid in Canadian dollars.

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#### STATUTORY CONDITIONS

THESE STATUTORY CONDITIONS CHANGES THE POLICY. PLEASE READ IT CAREFULLY. IF THERE IS ANY CONFLICT BETWEEN THE POLICY, OTHER ENDORSEMENTS TO THE POLICY AND THESE STATUTORY CONDITIONS, THE TERMS OF THESE STATUTORY CONDITIONS SHALL APPLY.

STATUTORY CONDITIONS APPLICABLE TO BRITISH COLUMBIA, ALBERTA, SASKATCHEWAN, AND MANITOBA

If the Residents Liability Insurance Policy Limited Personal Property Coverage Endorsement is not a part of this Policy, only Statutory Conditions 2 through 5, and 14 (as listed below) apply to this Policy. If the Residents Liability Insurance Policy Limited Personal Property Coverage Endorsement is a part of this Policy, then all of the below Statutory Conditions apply to this Policy.

STATUTORY CONDITIONS APPLICABLE TO ALL PROVINCES AND TERRITORIES OTHER THAN BRITISH COLUMBIA, ALBERTA, SASKATCHEWAN, AND MANITOBA

The below Statutory Conditions are only deemed a part of this Policy where the Residents Liability Insurance Policy Limited Personal Property Coverage Endorsement is part of this Policy.

Signed for Technology Insurance Company, Inc.

Colleen Anne Sexsmith, 1145 Nicholson Road Unit 2 Newmarket, Ontario, L3Y 9C3, in her capacity as Chief Agent in Canada for

Technology Insurance Company, Inc.

For the purposes of the *Insurance Companies Act* (Canada), this policy was issued in the course of Technology Insurance Company, Inc.'s insurance business in Canada.

REN-TIC-GP-0002 (02-23)

# RESIDENTS LIABILITY PROGRAM LESSOR PLACED CERTIFICATE ENDORSEMENT

#### THIS ENDORSEMENT CHANGES THE GROUP POLICY. PLEASE READ IT CAREFULLY.

Under V. GENERAL PROVISIONS, section E. Cancellation, the last sentence is deleted and replaced by the following:

If the Group Policy is cancelled or **we** receive a request from the **Policyholder** for a **Certificate** to be cancelled for reasons other than:

- (1) The termination of the **Certificateholder's** lease;
- (2) The Certificateholder no longer resides at the insured location; or
- (3) The Policyholder has received proof of other acceptable insurance;

we will mail written notice of cancellation to the **Certificateholder** ten (10) days prior to the effective date of cancellation. Notice of cancellation will be mailed to the **Certificateholder's** last known mailing address.

Under V. GENERAL PROVISIONS, the following item O. is added:

# A. Special Condition

The **Certificate** will cancel, with or without notice, upon the date the **Certificateholder's** lease is terminated, the **Certificateholder** no longer resides at the insured location or upon the date the **Policyholder** requests cancellation because they have received proof of other acceptable insurance meeting the insurance requirement of the **Certificateholder's** lease/rental agreement.

ALL OTHER TERMS AND PROVISIONS OF THE GROUP POLICY REMAIN THE SAME.

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# RESIDENTS LIABILITY PROGRAM ANIMAL LIABILITY SPECIAL LIMIT ENDORSEMENT

#### THIS ENDORSEMENT CHANGES THE GROUP POLICY. PLEASE READ IT CAREFULLY.

In consideration of a premium credit, section III. LIMITS OF LIABILITY of the Group Policy is replaced as follows:

#### **III. LIMITS OF LIABILITY**

**Our** liability under this Group Policy shall be no greater than the liability assumed under and in accordance with each **Certificate** issued.

The most we will pay for claims arising out of domestic pets or domestic animals owned, or in the care, custody and control of a **Certificateholder** shall be no greater than \$100,000 per occurrence.

ALL OTHER TERMS AND CONDITIONS OF THE GROUP POLICY REMAIN THE SAME.

REN-TIC-GP-0004 (02-23)

# RESIDENTS LIABILITY PROGRAM MONTHLY TERM CERTIFICATE ENDORSEMENT

#### THIS ENDORSEMENT CHANGES THE GROUP POLICY. PLEASE READ IT CAREFULLY.

Under V. GENERAL PROVISIONS, section E. Cancellation, the last sentence is deleted and replaced by the following:

If the Group Policy is cancelled or **we** receive a request from the **Policyholder** for a **Certificate** to be cancelled for reasons other than:

- (1) The termination of the **Certificateholder's** lease; or
- (2) The **Certificateholder** no longer resides at the insured location;

we will mail written notice of cancellation to the **Certificateholder** ten (10) days prior to the effective date of cancellation. Notice of cancellation will be mailed to the **Certificateholder's** last known mailing address.

Under V. GENERAL PROVISIONS, section K. Reporting of Certificates is deleted and replaced by the following:

The **Policyholder** shall maintain and keep an accurate record of all **Certificates** issued and cancelled. Within fifteen (15) days from the last day of each month, the **Policyholder** must report to **us** all **Certificates** issued and cancelled in the preceding month.

Under V. GENERAL PROVISIONS, the following item O. is added:

#### O. Special Condition

The **Certificate** will cancel, with or without notice, upon the date the **Certificateholder's** lease is terminated or the **Certificateholder** no longer resides at the insured location.

ALL OTHER TERMS AND CONDITIONS OF THE GROUP POLICY REMAIN THE SAME.

REN-TIC-GP-0005 (02-23)

#### STATUTORY CONDITIONS

(Applicable to Ontario, New Brunswick, Newfoundland and Labrador, Nova Scotia, Prince Edward Island, Nunavut, Yukon, and Northwest Territories)

These consolidated Statutory Conditions are subject to the following modifications:

- For insureds resident in Nunavut, Yukon, or the Northwest Territories, the reference to "one year" in Section N of these Statutory Conditions is hereby amended to "two years".
- For insureds resident in the Northwest Territories, Subsection E(4) of these Statutory Conditions is hereby deleted and replaced with "The refund may be made by money, postal or express company money order or, cheque payable at par or electronic funds transfer."
- For insureds resident in Newfoundland and Labrador or Prince Edward Island:
  - The references to "pro rata" in Subsection E(2)(a) are hereby replaced with "proportional".
  - The reference to "pro rata" in Subsection I(2) is hereby replaced with "in proportion".
- For insureds resident in Ontario:
  - Subsection E(1)(a) is hereby deleted and replaced with: "by the insurer giving to the insured fifteen days' notice of termination by registered mail or five days' written notice of termination personally delivered or delivered by prepaid courier if there is a record by the person who delivered it that the notice has been sent."
  - Subsection E(5) is hereby deleted and replaced with: "The fifteen days mentioned in subclause (1)(a) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed. The five days mentioned in clause (1) (a) of this condition commences to run on the day following the day there is a record by the person who delivered it that the notice has been sent."
  - o The references to "pro rata" in Subsection E(2)(a) are hereby replaced with "proportionate".
  - The reference to "pro rata" in Subsection I(2) is hereby replaced with "proportionately".
  - Section O is hereby deleted and replaced with:

#### Notice

- 1) Written notice may be given to the insurer in the following ways:
  - 1. It may be personally delivered at the chief agency or head office of the insurer in the Province.
  - 2. It may be sent by registered mail to the chief agency or head office of the insurer in the Province.
  - 3. It may be delivered by electronic means.
- 2) Written notice may be given to the insured named in the contract in the following ways:
  - 1. It may be personally delivered.
  - 2. It may be delivered by prepaid courier to the latest address of the insured on the records of the insurer if there is a record by the person who has delivered it that the notice has been sent.
  - 3. It may be sent by registered mail to the latest address of the insured on the records of the insurer.
  - 4. It may be delivered by electronic means if the insured consents to delivery by electronic
- 3) In this condition, the expression "registered" means registered in or outside Canada.

#### A. Misrepresentation

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

## **B.** Property of Others

Unless otherwise specifically stated in this Policy, the Company is not liable for loss or damage to property owned by any person other than the insured, unless the interest of the insured therein is stated in this Policy.

# C. Change of Interest

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

## D. Material Change

Any change material to the risk and within the control and knowledge of the insured avoids this Policy as to the part affected thereby, unless the change is promptly notified in writing to the Company or its local agent, and the Company when so notified may return the unearned portion, if any, of the premium paid and cancel this Policy, or may notify the insured in writing that, if the insured desires this Policy to continue in force, the insured must, within fifteen days of the receipt of the notice, pay to the Company an additional premium, and in default of such payment this Policy is no longer in force and the Company shall return the unearned portion, if any, of the premium paid.

## E. Termination

- 1. This Policy may be terminated,
  - (a) by the Company giving to the insured fifteen days' notice of termination by registered mail or five days' written notice of termination personally delivered;
  - (b) by the insured at any time on request.
- 2. Where this Policy is terminated by the Company,
  - (a) the Company shall refund the excess of premium actually paid by the insured over the proportionate premium for the expired time, but, in no event, shall the proportionate premium for the expired time be deemed to be less than any minimum retained premium specified; and
  - (b) the refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.
- 3. Where this Policy is terminated by the insured, the Company shall refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.
- 4. The refund may be made by money, postal or express company money order or cheque payable at par.
- 5. The fifteen days mentioned in subclause (1) (a) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

#### F. Requirements After Loss

- 1. Upon the occurrence of any loss of or damage to the insured property, the insured shall, if the loss or damage is covered by this Policy, in addition to observing the requirements of conditions I, J, and K,
  - (a) forthwith give notice thereof in writing to the Company;

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

#### G. Fraud

Any fraud or wilfully false statement in a statutory declaration in relation to any of the above particulars, vitiates the claim of the person making the declaration.

# H. Who May Give Notice and Proof

Notice of loss may be given and proof of loss may be made by the agent of the insured named in this Policy in case of absence or inability of the insured to give the notice or make the proof, and absence or inability being satisfactorily accounted for, or in the like case, or if the insured refuses to do so, by a person to whom any part of the insurance money is payable.

#### I. Salvage

- 1. The insured, in the event of any loss or damage to any property insured under this Policy, shall take all reasonable steps to prevent further damage to such property so damaged and to prevent damage to other property insured hereunder including, if necessary, its removal to prevent damage or further damage thereto.
- 2. The Company shall contribute proportionately towards any reasonable and proper expenses in connection with steps taken by the insured and required under subclause (1) of this condition according to the respective interests of the parties.

#### J. Entry, Control, Abandonment

After loss or damage to insured property, the Company has an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and, after the insured has secured the property, a further right of access and entry sufficient to enable them to make appraisement or particular estimate of the loss or damage, but the Company is not entitled to the control or possession of the insured property, and without the consent of the Company there can be no abandonment to it of insured property.

#### K. Appraisal

In the event of disagreement as to the value of the property insured, the property saved or the amount of the loss, those questions shall be determined by appraisal as provided under the *Insurance Act* before there can be any recovery under this Policy whether the right to recover on the Policy is

disputed or not, and independently of all other questions. There shall be no right to an appraisal until a specific demand therefor is made in writing and until after proof of loss has been delivered.

#### L. When Loss Payable

The loss is payable within sixty days after completion of the proof of loss, unless this Policy provides for a shorter period.

#### M. Replacement

- 1. The Company, instead of making payment, may repair, rebuild, or replace the property damaged or lost, giving written notice of its intention so to do within thirty days after receipt of the proofs of loss.
- 2. In that event the Company shall commence to so repair, rebuild, or replace the property within forty-five days after receipt of the proofs of loss, and shall thereafter proceed with all due diligence to the completion thereof.

#### N. Action

Every action or proceeding against the Company for the recovery of a claim under or by virtue of this Policy is absolutely barred unless commenced within one year next after the loss or damage occurs.\*\*

\*\* is two years in Yukon, Nunavut and Northwest Territories, and is not an applicable condition in the Provinces of Alberta, British Columbia, Saskatchewan, or to any contract other than hail insurance in the Province of Manitoba.

#### O. Notice

Any written notice to the Company may be delivered at, or sent by registered mail to, the chief agency or head office of the Company in the Province. Written notice may be given to the insured named in this Policy by letter personally delivered to the insured or by registered mail addressed to the insured at the insured's latest post office address as notified to the Company. In this condition, the expression "registered" means registered in or outside Canada.

## POLICYHOLDER NOTICE

#### ELECTRONIC DELIVERY FOR COMMERCIAL POLICYHOLDERS

You have the following options regarding how you want to receive policies and notices.

- (1) To receive delivery of the policy and all notices in paper copy;
- (2) To receive delivery of the policy and all notices electronically; or
- (3) To receive delivery of the policy electronically but to receive all notices in paper copy.

Unless you tell us otherwise **we will use delivery option (3)**. Policies will be sent to the e-mail address we have on file. Notices will be mailed to the address shown on the declarations page of your policy.

To select option (1) or (2), please contact us by:

- (a) mailing written notice to us at the address shown below;
- (b) calling us at the telephone number shown below; or
- (c) transmitting notice to us electronically at the e-mail address shown below.

Please be sure to include your policy number on your notification and, if selecting delivery option (2), be sure to provide the e-mail address you want us to use.

Technology Insurance Company, Inc. 1145 Nicholson Road, Unit 2 Newmarket, Ontario L3Y 9C3 888-218-1070 SRCompliance@amtrustgroup.com

If you elect to allow this policy and notices and communications to be electronically delivered, please be aware that the election operates as your voluntary consent for all notices to be sent electronically, including notice of nonrenewal and cancellation. Therefore, please be diligent in updating the e-mail address provided to us or the policy administrator if that address changes.

You may opt out of receiving electronic transmission of all notices and communications at any time by:

- (a) mailing a written request to the address shown above;
- (b) calling us at the toll-free number shown above;
- (c) transmitting electronic notice to the e-mail address shown above.

We must receive your notice to opt out at least thirty (30) days prior to the date that you want all electronic communications to end.

By accepting options (2) or (3), you will be deemed

- (a) to have consented to the delivery of any insurance policy and endorsements or other changes to the e-mail address we have on file for you;
- (b) to have confirmed that you will be able receive electronic mail at that e-mail address; and
- (c) to be able to view and print any attachment to electronic mail that is in pdf format.

You will also be deemed to have agreed that the delivery to you of any attachment to electronic mail that is sent to that e-mail address in pdf format will be considered for all purposes to have occurred upon our sending the attachment in pdf format to your e-mail address.