

CANINE OWNERS LIABILITY POLICY DECLARATIONS

Policy Number: CUS092004817 **Authority Ref. Number:** AUI001
Previous Number: NEW

This Declaration is attached to and forms part of the policy.
Insurance is effective with Canopus US Insurance, Inc.

Insured Name & Mailing Address:

Irene Fernandez Barahona
764 Cambridge Street. Apartment 6
Cambridge, MA, 02141

Policy Period From: 01/24/2023 to 01/24/2024

Policy Term: 12:01 AM standard time at the Insured Location

Insured Location(s)

764 Cambridge Street. Apartment 6
Cambridge, MA, 02141

Limits of Insurance:

\$300,000	Bodily injury occurrence limit
\$300,000	Bodily injury policy aggregate limit
\$1,000	Property damage occurrence limit
\$2,000	Property damage policy aggregate limit

Scheduled Canine(s): See scheduled canines page

Deductible:

\$2,500	Bodily injury each occurrence
\$250	Property damage each occurrence

Premium: \$271.02

Premium/fee type	Amount charged
Premium	\$271.02
Policy Fee	\$25.00
Surplus Lines Tax	\$11.84
Total charges	\$307.86

Surplus Lines Broker's Name or Brokerage Name: George W Sheffield JR

Forms and Endorsements:

CUS COL DEC - Policy Declarations
CUS COL 100 06/21 - Canine Owners Liability Coverage Form
CUS COL 101 - List Of Scheduled Canines
CUS COL 102 - Claim Reporting Form
CUS COL 103 - Privacy Notice
CUS COL 104 - Sanction Limitation and Exclusion Clause
CUS COL 105 - Location Extension
CUS COL 106 - Location Extension Amendment
LMA9054 MA - Massachusetts Surplus Lines Notice

CANINE OWNERS LIABILITY COVERAGE FORM

Various provisions in 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 you and your refer to the Named Insured shown in the Declarations. The words **we**, **us** and **our** refer to the company providing this insurance..

Other words and phrases which appear in bold type have special meaning; please refer to Section V - Definitions.

SECTION I - COVERAGES

1. Insuring Agreement

- a. **We** will pay those sums that the **insured** becomes legally obligated to pay as damages because of **bodily injury** or **property damage** to which this insurance applies. We will provide a defense to the **insured** with counsel of our choice for any suit seeking those damages. However, **we** will have no duty to defend the insured against any claim or suit seeking damages for **bodily injury** or **property damage** to which this insurance does not apply. But:

(1) The amount **we** will pay for damage is limited as described in Section II "Limits of Insurance; and

(2) **Our** duty to defend ends when **we** have used up the applicable limit of insurance in the payment of judgments or settlements

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided under Supplementary Payments.

- b. This insurance applies to **bodily injury** and **property damage** only if

(1) The **bodily injury** or **property damage** occurs during the policy period; and

(2) The claim arises out of the **insured's** liability for the acts of a **scheduled canine**.

2. Exclusions

This insurance does not apply to:

a. **Unscheduled Canine**

Bodily injury or **property damage** arising out of acts caused by any canine that is not a **scheduled canine**.

b. **Expected or Intended Injury**

Bodily injury or **property damage** expected or intended from the standpoint of any **insured** even if the resulting **bodily injury** or **property damage** is

(1) Of a different kind, quality or degree than initially expected or intended; or

(2) Sustained by a different person, entity, or type of property, than initially intended.

c. **Loss Not Occurring At The Insured Location**

Loss or damage that occurs at any location other than the **insured location**.

d. **Any Insured**

Bodily injury or **property damage** sustained by any **insured** even if the loss was caused directly or indirectly by a **scheduled canine**.

e. **Employer's Liability**

Bodily injury to any **employee** or **residence employee** of any **insured**.

This exclusion applies whether the **insured** may be liable as an employer or in any other capacity and to any obligation to share damage with or repay someone else who must pay damages because of the injury.

f. **Independent Contractors**

Bodily injury to any **independent contractor** or any person working for or employed by any **independent contractor**.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damage with or repay someone else who must pay damages because of the injury.

g. **Banned Breed**

Bodily injury or **property damage** caused directly or indirectly by a canine, including a **scheduled canine**, where the dog breed of the canine is banned by statute, regulation or other governmental order in the state, county, city, or municipality where the loss occurred at the time the loss occurred.

h. **Restricted Breed**

Bodily injury or **property damage** caused directly or directly by a canine, including a **scheduled canine**, where the ability to keep, harbor, own or otherwise possess the dog breed of the canine is restricted by statute, regulation or other governmental order in the state, county, city or municipality where the loss occurred unless, at the time the loss occurred, **you** were in compliance with such statute, regulation or order. This includes, but is not limited to, a requirement to:

- (1) Register the canine;
- (2) Post warning signs; or
- (3) Spay/neuter the canine.

i. **Canine Injury**

Any costs related to the injury or death of any canine, including a **scheduled canine**.

j. **Business**

Bodily injury or **property damage** arising out of, or in connection with a business conducted at the **insured location** or engaged in by an **insured** whether the **business** is owned or operated by an **insured** or employs an **insured**.

k. **Fines, Penalties, Punitive Or Exemplary Damages**

Fines, penalties and punitive or exemplary damages, including any obligation to share or repay such fines, penalties or damage to others. This exclusion includes any amount awarded above actual damage due to the application of any state or federal statute which allows a damage award to be multiplied.

l. **Motor Vehicle Liability**

Bodily injury or **property damage** arising out of, caused by, or in any way related to an accident involving a **motor vehicle** even if that accident was caused directly or indirectly by a **scheduled canine**.

m. **Damage to Property**

Property damage to:

- (1) Property owned, rented, or occupied by any **insured**; or
- (2) Property used by or in the care, custody and control of any **insured**.

This includes any costs or expenses incurred by **you** or any **insured**, or any other person, organization or entity, for repair, replacement, or restoration of such property for any reason.

- n. **Communicable Disease**
Bodily injury or **property damage** arising out of the transmission of a communicable disease by a **scheduled canine**.
- o. **Loss, Claim Or Damage Preceding Policy Inception**
Any damage, loss, cost or expense which began to occur, in whole or in part, before
 - (1) the inception date of this policy or
 - (2) the date the **scheduled canine** was added to this policyregardless of whether any person, including any **insured**, knew or had reason to know of any damage, loss, cost or expense. This policy only applies to **bodily injury** or **property damage** which first occurs in the policy period.
- p. **Contractual Liability**
Bodily injury or **property damage** for which any **insured** is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

3. **Supplementary Payments**

We will pay, with respect to any claim **we** investigate or settle, or any suit against an **insured we** defend:

- a. All expenses **we** incur.
- b. All court costs taxed against the **insured** in the suit. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the **insured**.
- c. Prejudgment interest award against the **insured** on that part of the judgment **we** pay. If **we** make an offer to pay the applicable limit of insurance, **we** will not pay any prejudgment interest based on that period of time after the offer.
- d. All interest on the full amount of any judgment that accrues after entry of the judgment and before **we** have paid, offered to pay, or deposited into court that part of the judgment that is within the applicable limit of insurance.

SECTION II - LIMITS OF INSURANCE

- 1. The limits of insurance shown in the declarations and the rules below fix the most **we** will pay regardless of the number of:
 - a. **Insureds**;
 - b. Claims made or suits brought; or
 - c. Persons or organization making claims or bringing suits.
- 2. The limits of insurance as shown in the declarations apply as outlined below:
 - a. The bodily injury policy aggregate limit is the most **we** will pay for all damages because of **bodily injury** that occurs during the policy period.
 - b. Subject to Paragraph 2.a. above, the bodily injury occurrence limit is the most **we** will pay because of **bodily injury** arising out of any one **occurrence**.
 - c. The property damage policy aggregate limit is the most **we** will pay for all damages because of **property damage** that occurs during the policy period.

SECTION III - DEDUCTIBLE

- d. Subject to Paragraph 2.c. above, the property damage occurrence limit is the most **we** will pay because of **property damage** arising out of any one **occurrence**.
- 1. **Our** obligation to pay damages on **your** behalf applies only to the amount of damages in excess of any deductible amounts stated in the declarations.
- 2. **We** may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, **you** shall promptly reimburse **us** for such part of the deductible amount as has been paid by **us**.

SECTION IV - CONDITIONS

1. Duties After Occurrence

In case of an **occurrence**, **you** or another **insured** will perform the following duties that apply. **We** have no duty to provide coverage under this policy if **your** failure to comply with the following duties is prejudicial to **us**. **You** will help **us** by seeing that these duties are performed.

- a. Give written notice to **us** or **our** agent as soon as is practical, which sets forth:
 - (1) The identify of the policy and the named **insured** shown in the declarations;
 - (2) The identify of the **scheduled canine** involved in the **occurrence**;
 - (3) Reasonably available information on the time, place and circumstances of the **occurrence**; and
 - (4) Names, addresses and contact information of any claimants and witnesses.
- b. Cooperate with **us** in the investigation, settlement or defense of any claim or suit.
- c. Promptly forward to **us** every notice, demand, summons or other process relating to the **occurrence**.
- d. At **our** request; help **us**:
 - (1) To make settlement;
 - (2) To enforce any right of contribution or indemnity against any person or organization who may be liable to an **insured**;
 - (3) With the conduct of suits and attend hearings and trials; and
 - (4) To security and give evidence and obtain the attendance of witnesses.
- e. As often as **we** reasonably require, submit to examination under oath while not in the presence of another **insured** and sign same.
- f. No **insured** shall, except at such **insured's** own cost, voluntarily make payment, assume obligation or incur expense.

2. Other Insurance

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

3. Concealment or Fraud

We do not provide coverage to an **insured** who, whether before or after a loss; has:

- a. Concealed or misrepresented any material fact or circumstance;
 - b. Engaged in fraudulent conduct; or
 - c. Make false statements;
- relating to this insurance.

4. Legal Action Against Us

- a. No action can be brought against **us** unless there has been full compliance with all of the terms of the policy.
- b. No one will have the right to join **us** as a party to any action against an **insured**.
- c. No action can be brought against **us** until the obligation of such **insured** has been determined by final judgment or agreement signed by **us**.

5. Transfer Of Rights Of Recovery Against Others To Us

If the **insured** has rights to recover all or part of any payment **we** have made, those rights are transferred to **us**. The **insured** must do nothing after loss to impair them. At **our** request, the **insured** will bring suit or transfer those rights to **us** and help **us** enforce them.

6. Bankruptcy

Bankruptcy or insolvency of the **named insured** or of the **named insured's** estate will not relieve **us** of **our** obligations under this policy.

7. Death

If the **named insured** dies during the policy period, any legal representative of the deceased will be an **insured** only through the end of the policy period.

8. Changes

The policy contains all the agreements between **you** and **us** concerning the insurance afforded. This policy's terms can be amended or waived only by written endorsement issued by **us** and made part of this policy.

9. Cancellation

- a. **You** may cancel this policy at any time by returning it to **us** or letting **us** know in writing of the date cancellation is to take effect.
- b. **We** may cancel the policy by delivering to the **named insured** written notice stating when the policy cancel will be effective. The written notice will be sent not less than 10 days before the cancellation date. The mailing of notice to the **named insured's** address as shown in the declarations will be sufficient proof of notice and this insurance will terminate on the date specified in such notice.
- c. If **you** cancel the policy, **we** will retain the earned premium or the minimum policy premium outlined in Paragraph 10 below, whichever is greater.
- d. If **we** cancel the policy, other than for non-payment of premium, **we** will retain the pro rata portion of the premium.
- e. Payment or tender of any unearned premium by **us** will not be a condition precedent to the effectiveness of cancellation but such payment will be made as soon as practical.

10. Minimum Policy Premium

- a. This policy is subject to a minimum earned premium. Minimum earned premium is calculated using the total policy premium. Total policy premium is the sum of the policy premium shown in the declarations plus any premium adjustment by endorsements.
- b. If **you** cancel this policy, the return premium will be 90% of the pro rata balance of any remaining unearned premium but not less than 25% of the total policy premium.
- c. If **we** cancel the policy for any reason, other than for non-payment of premium, the minimum policy premium will not apply. **We** will return to **you** the pro rata amount of the unearned premium.
- d. If **we** cancel the policy for non-payment of any installment premium, the minimum policy premium will be calculated as outlined in Paragraph 10.b. above.

11. Nonrenewal

We may elect not to renew this policy. **We** may do so by delivering to **you**, or mailing to **you** at **your** mailing address shown in the declarations, written notice at least 30 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

12. Service of Suit

At the request of the **insured**, **we** will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of **our** rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States.

It is agreed that service of process in such suit may be made on CT Corporation System, 208 South LaSalle Street, Suite 814, Chicago IL 60604.

Pursuant to any state, territory or district of the United States which makes provision therefore, **we** designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose to accept service in any action, suit or proceeding instituted by or on behalf of the **insured** and designate CT Corp as the entity to which said officer is authorized to mail such process.

SECTION V - DEFINITIONS

- 1. **Bodily injury** means bodily harm, sickness or disease, including required care, loss of services and death that results.
- 2. **Business** means:
A trade, profession or occupation engaged in on a full-time, part-time or occasional basis including, but not limited to:
 - a. Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
 - b. Providing home day care services for which no compensation is received other than the mutual exchange of such services; or
 - c. The rendering of home day care services to a relative of any **insured**.

3. **Communicable disease** means any disease which can be transmitted by means of any substance or agent from any organism to another organism. This includes, but is not limited to, disease caused directly or indirectly by or resulting from any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.
4. **Employee** means:
 - a. Any person employed by any **insured**;
 - b. A person leased to the **insured** by a labor leasing firm under an agreement between the **insured** and the labor leasing firm;
 - c. A temporary worker which is a person who is furnished to the **insured** to substitute for a permanent **employee** on leave or meet seasonal or short-term work conditions; or
 - d. A volunteer worker which is a person who is not **your employee** and who donates his or her work and acts at the direction or and within the scope of duties determined by the **insured**, and is not paid a fee, salary or other compensation by the **insured** for work performed.
5. **Enclosed grounds** means an outdoor area which is enclosed on all sides by fencing, brick walls, buildings or other structures.
6. **Independent contractor** means a person or business retained by any **insured** which performs services for a fee with respect to the **scheduled canine** including, but not limited to, dog walking, pet sitting, grooming or training.
7. **Insured** means:
 - a. The **named insured** shown in the declarations;
 - b. Residents of the **insured location** who are:
 - (1) **Your** relatives; or
 - (2) Other persons permanently residing at the **insured location**;
 - c. Any person or organization legally responsible for a **scheduled canine** owned by **you** or any person who qualifies as an **insured** under Paragraph 5.b. However, a person or organization having custody of a **scheduled canine** in the course of any **business** is not an **insured**.
8. **Insured location** means the physical address shown in the declarations as the **insured location** and includes only:
 - a. The one family dwelling where **you** reside;
 - b. Other buildings which are fully enclosed; or
 - c. **Enclosed grounds**which are located at that physical address.
9. **Motor Vehicle** means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.
10. **Named insured** means individual(s) named in the declarations.

11. **Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions which results, during the policy period in:
 - a. **Bodily injury**; or
 - b. **Property damage**.
12. **Property damage** means physical injury to, destruction of, or loss of use of tangible property.
13. **Residence employee** means any person employed by any **insured** whose duties are related to the maintenance or use of the **insured location**, including but not limited to household or domestic services.
14. **Scheduled canine** means a canine identified in the declarations or policy schedule.

LIST OF SCHEDULED CANINES

Name	Age	Sex	Breed	Weight	Neutered / Spayed	Color	Tag #	Micro-chip #
Noa	4	Female	Other	30.00	Yes	Black-brown		

If no entry appears above, the information required to complete this schedule will be shown in the declarations.

No coverage is afforded for any canine that is not a **scheduled canine**.

CLAIMS REPORTING PROCEDURE

You must notify us as soon as practicable when a claim is made or of an occurrence which may result in a claim. Claims should be submitted to:

Amelia Underwriters, Inc.
P.O. Box 16569
Fernandina Beach FL 32035

<http://www.ameliaunderwriters.com>

claims@ameliaunderwriters.com

Information to be provided with the loss notification includes:

- First and last name of the Insured
- First and last name of the contact person
- Phone number
- Email address, if available
- Policy number
- Date and time of occurrence
- Canine name
- Location of occurrence
- Description of occurrence

CANOPIUS US INSURANCE, INC. PRIVACY STATEMENT

This Privacy Notice describes how we protect the confidentiality of your non-public personal information ("Personal Information"), as well as how and why we use and disclose the Personal Information that we have about you. We may amend this Privacy Notice from time to time consistent with applicable privacy laws.

TYPES AND SOURCES OF PERSONAL INFORMATION WE COLLECT

The non-public personal information that we collect about you includes, but is not limited to:

- Personal information we receive from you on applications or other forms that you and/or your authorized representatives submit to us, such as name, address, and social security number.
- Personal information we receive from insurance support organizations and consumer or other reporting agencies such as information related to your credit-worthiness or credit history. Information obtained from a report prepared by an insurance support organization may be retained by the insurance support organization and disclosed to other persons.
- Personal information we receive from insurance support organizations and consumer or other reporting agencies such as information related to your credit-worthiness or credit history. Information obtained from a report prepared by an insurance support organization may be retained by the insurance support organization and disclosed to other persons.

REASONS WE CAN DISCLOSE YOUR PERSONAL INFORMATION

We do not disclose Personal Information about customers or former customers to anyone, except as permitted by law. We do not share information we collect from consumer or credit reporting agencies with our affiliates or others without your consent unless such disclosure is otherwise permitted by law.

We may disclose some or all of the Personal Information (excluding information we receive from consumer or other credit reporting agencies) that we collect about you, as described above, to companies that perform services or functions on our behalf or to other financial institutions with whom we have entered into joint agreements for the marketing of financial products or services. Our contractual agreements prohibit these third parties from disclosing or using your Personal Information other than to carry out the purposes for which we disclosed your Personal Information. We also disclose your Personal Information to affiliates, including insurance companies, or third parties, including insurance salespeople and service providers, when it is necessary to provide products and services you request, or as otherwise permitted under applicable law. We may also disclose information when the law requires or permits us to do so (for example, to law enforcement or regulatory agencies).

CONFIDENTIALITY AND SECURITY

We maintain physical, electronic and administrative safeguards designed to protect your Personal Information from unauthorized access, disclosure or intrusion. We limit access to your Personal Information to those employees and/or other third parties who need such access in connection with providing products or services to you or for other legitimate business purposes.

RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION

As required by applicable law, we will afford you the right to (i) access your Personal Information, (ii) to find out to whom your Personal Information has been disclosed, and (iii) to request correction or

CANOPIUS US INSURANCE INC PRIVACY NOTICE
CUS COL 103 12/19

deletion of your Personal Information. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such request. All requests must be made in writing to the following address:

ATTN: Privacy Compliance
CANOPIUS US INSURANCE, INC.
200 S WACKER DR
SUITE 950
CHICAGO, IL 60606-5829

CONTACTING US

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please contact the agent or broker who handled this insurance. We can provide a more detailed statement of our privacy practices upon request by sending a written request to the address above.

SANCTION LIMITATION AND EXCLUSION CLAUSE

Canopus US Insurance, Inc. shall not be deemed to provide cover and Canopus US Insurance, Inc. shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Canopus US Insurance, Inc. to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the United States of America.

LOCATION EXTENSION

SCHEDULED CANINE(S) FOR WHICH THIS ENDORSEMENT APPLIES

Name	Breed	Color	Tag #	Micro-chip #
Noa	Other	Black-brown		

With respect to any canine listed in the schedule above that forms part of this endorsement, **Exclusion 2.c. Loss Not Occurring At The Insured Location** is deleted and replaced by the following:

2. Exclusions

This insurance does not apply to:

- c. Loss or damage that occurs at any location other than the **insured location**.
This exclusion does not apply to loss or damage that occurs away from the **insured location** only if:
 - (1) The **scheduled canine** is secured on a leash or lead;
 - (2) The **scheduled canine** is secured by a muzzle if any breed specific statute, ordinance or law requires the muzzling of the **scheduled canine**; and
 - (3) The **scheduled canine** is listed in the schedule that forms part of this endorsement.

LOCATION EXTENSION AMENDMENT

SCHEDULED CANINE(S) FOR WHICH THIS ENDORSEMENT APPLIES

Name	Breed	Color	Tag #	Micro-chip #
Noa	Other	Black-brown		

With respect to the **scheduled canine** listed in the schedule that forms part of this endorsement, the **LOCATION EXTENSION ENDORSEMENT** is amended to read as follows:

2. Exclusions

This insurance does not apply to:

- c. Loss or damage that occurs at any location other than the **insured location**.

This exclusion does not apply to loss or damage that occurs away from the **insured location** only if:

- (1) The **scheduled canine** is secured on a leash or lead where required by any applicable leash or lead law;
- (2) The **scheduled canine** is secured by a muzzle if any breed specific statute, ordinance or law requires the muzzling of the **scheduled canine**; and
- (3) The **scheduled canine** is listed in the schedule that forms part of this endorsement.

MASSACHUSETTS SURPLUS LINES NOTICE

This policy is insured by a company which is not admitted to transact insurance in the commonwealth, is not supervised by the commissioner of insurance and, in the event of an insolvency of such company, a loss shall not be paid by the Massachusetts Insurers Insolvency Fund under chapter 175D.

LMA9054
01 September 2013