Tenant/Condominium Owners

Policy booklet

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Tenant & Condominium Unit Owner's Pak

Your Tenant or Condominium Unit Owner's Pak policy is made up of a Cover Page and this booklet. This booklet explains a number of coverages. Your Cover Page shows which Pak you have, what we agree to insure, the coverage we provide, and the amount of protection. It also shows the premium you have agreed to pay. All amounts of protection are shown and all losses are payable in Canadian dollars. This policy booklet is in 3 parts:

Part 1 – Your Belongings

— explains coverage for property you own or use.

Part 2 – Personal Liability

— explains coverage for your liability due to your personal actions that involve bodily injury or property damage to someone else.

Part 3 – Statutory Conditions

— these are conditions we must tell you about by law

All claims will be settled directly with the person(s) named on your Cover Page. Only the person(s) named on your Cover Page may make a claim against this policy and may take action against us.

Claims presented for loss or damage by any person(s) as defined above, shall be considered to be made by all named or unnamed insured person(s) jointly. Action(s) of any person either individually or jointly shall be considered action(s) by all for the purpose of investigation and settlement of losses.

The key to your policy is its Cover Page. It shows the type and amount of your coverage. It gives the location of property you are insuring. It describes certain types of property you are insuring. Your coverage starts at the time and date shown on the Cover Page as the **Effective Date**. It ends at 12:01 A.M. standard time on the **Expiry Date**. The Cover Page shows both of these dates. This is your policy term.

This policy contains various exclusions and limitations which eliminate or restrict coverage, please read it carefully.

Insurance cannot be a source of profit. It is only designed to indemnify you against actual losses or expenses incurred by you or for which you are liable.

Definitions

Actual Cash Value means the cost to replace or repair your property considering depreciation which includes such things as its age, condition, resale value, obsolescence, and normal life expectancy at the time of loss. The value of property usually falls as it ages. Thus, actual cash value is normally lower than the cost to replace your property at today's prices.

Amount of Protection means the maximum amount we will pay for an insured loss in any 1 occurrence or incident. Different amounts apply to different coverages and these amounts are shown on the Cover Page.

Business means any continuous or regular pursuit undertaken for financial gain including a trade, profession, or occupation.

Business Premises means premises on which a business is conducted.

Business Property means property pertaining to a business, trade, profession or occupation.

Data means information, including programs, recorded on electronic media usable in data processing operations.

Data Problem means:

— erasure, destruction, corruption, misappropriation, misinterpretation of data; or

— error in creating, amending, entering, deleting or using data; or

— inability to receive, transmit or use data.

Dwelling means the building at the location described on the Cover Page occupied by you as a private residence.

Fungi means, but is not limited to, any form or type of mould, yeast, mushroom or mildew whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any fungi or spore(s) or resultant mycotoxins, allergens, or pathogens.

Ground Water means water in the soil beneath the surface of the ground, including but not limited to water in wells, underground streams and percolating water.

Identity Theft means the act of knowingly acquiring, transferring or using key pieces of a persons identity, without lawful authority, which represents a violation of any federal, provincial, territorial or local law.

Identity Theft Occurrence means any act or series of acts of identity theft by a person or group of persons.

Insured means the person(s) named on your Cover Page and the following unnamed person(s) living in the same household:

— the spouse of the person(s) named on the Cover Page. Spouse also means either of 2 persons of the same or opposite sex who have been continuously living together in a conjugal relationship and have so lived together for a period of 2 years or, if they are the natural or adoptive parents of a child, for a period of 1 year.

— the relatives of any of the above.

— anyone in the care of any of the above.

We also mean the following person(s):

— any unmarried student(s) attending school and residing away from your dwelling who is dependent on the Named Insured or his or her spouse for support and maintenance

— any spouse, mother, father, grandmother, grandfather or child of the person(s) named on the Cover Page, while residing away from your dwelling in an approved nursing or care home.

Insured Peril means a cause of loss or damage insured under the type of coverage shown on your Cover Page for that specific property.

Jet Propulsion Personal Watercraft means any motorized sea vehicle, jet ski or other motorized water device designed as a self-propelled unit used on water. They can be designed to carry the operator only or to carry the operator and 1 or more passengers. Where we use the term personal watercraft unit it means a jet propulsion personal watercraft as defined herein.

Pollutant(s) means any solid, liquid, gaseous or thermal irritant or contaminants, including smoke, odour, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Premises for Condominium Unit Owners means the dwelling unit at the location shown on the Cover Page including garages, parking stalls, outbuildings, storage rooms or lockers, and private approaches reserved for your exclusive use and occupancy as a private residence.

Premises for Tenants means the dwelling building or portion of the dwelling building rented by you for use as a private residence at the location shown on the Cover Page including garages, parking stalls, outbuildings, storage rooms or lockers, and private approaches reserved for your exclusive use.

Principal Residence means the sole or primary location at which you live.

Rented Condominium means a condominium unit that you own, but rent to others as a private residence.

Replacement Cost means the cost to repair or replace property with material of similar kind and quality at today's prices without deduction for depreciation.

Residence Employee means a person employed by you to perform duties in connection with the maintenance or use of the premises. This includes persons who perform household or domestic services for you, or duties of a similar nature, at or away from your premises. This does not include persons while performing duties in connection with your business.

Rupture means damage to a plumbing, heating, fire sprinkler or air conditioning system within your dwelling caused by sudden and accidental bursting, tearing apart, cracking, burning, or bulging of the system, due to the pressure of or lack of water or steam.

Spore(s) means, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any fungi.

Surface Waters means water on the surface of the ground where water does not usually accumulate in ordinary circumstances.

Terrorism means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s), or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

Vacant means the dwelling is not occupied and, regardless of the presence of furnishings:

— all occupants have moved out with no intention of returning and no new occupant has taken up residence; or

— no occupant has yet taken up residence, however, a newly acquired dwelling which is to be your principal residence, will not be deemed vacant for the first 30 days from the date of title registration to you.

— the dwelling will not be deemed to be vacant or subject to vacancy restrictions up to the first 90 consecutive days following the death of the Insured or until the expiry date of the policy, whichever comes first.

By **occupant** we mean a person as defined under **Insured**.

Water Escape means accidental discharge or overflow of water or steam from a plumbing, heating, fire sprinkler or air conditioning system, household appliance, aquarium, waterbed, a swimming pool or hot tub or their equipment, or a public watermain.

Watermain means a pipe forming a part of a water distribution system that conveys consumable water but not waste water.

We, us or **our** means SGI CANADA.

You or **your** refers to Insured – see definition.

Part 1 – Your Belongings

Means personal property that you own or use, kept at your premises. Coverage is extended to include the following:

— belongings that are away from your premises temporarily, other than belongings in storage. Belongings in storage shall mean belongings not in current use and kept at a location away from your premises.

— belongings in storage in an occupied private dwelling.

— belongings in storage in a commercial storage facility designed for that purpose.

— belongings in storage away from your premises for up to 30 consecutive days, if stored elsewhere than in an occupied private dwelling or commercial storage facility designed for that purpose. We will extend this 30 day coverage if you tell us of placing your belongings into storage and this is shown on your Cover Page. This will involve an extra premium charge.

— furs, watercraft, their equipment, accessories, outboard motors, and jet propulsion personal watercraft, including unlicensed boat trailers during seasonal storage away from your premises.

— golf carts kept year round at a golf course.

— belongings while you move them to a new principal residence in Canada. This coverage lasts for 30 days from the day you start the move and covers:

  — at your premises shown on your Cover Page.

  — in transit.

  — at your new premises.

There are some limits on the kinds of belongings and property we will cover and the amounts blanket coverage will pay. These are shown in **Property with Specific Amounts of Protection** and **Property and Causes of Loss We Do Not Cover**.

Any belongings we cover as special belongings or which are specifically insured elsewhere are not covered here.

Perils Insured – Cover Code A

We cover belongings under Pak A for direct physical loss or damage caused by the following 10 perils:

1) **Fire** or **Lightning**.

2) **Explosion** or **Implosion**.

3) **Smoke**. By this we mean damage due to sudden and unusual failure of a heating or cooking unit in or on the premises. This could include things such as a furnace, stove or fireplace.

4) **Falling Objects** that hit the outside of an insured building or structure.

5) **Impact by Aircraft, Spacecraft** or **Land Vehicles**.

6) **Riot**.

7) **Vandalism** or **Malicious Acts**. We do not cover loss or damage:

   — directly or indirectly caused by theft or attempted theft.

   — while your premises is under construction or vacant, regardless if permission for construction or vacancy was given elsewhere.

   — caused by you or anyone living in your household.

   — caused by any tenant, tenant's guests, tenant's employees, or members of their households.

8) **Water Escape and Rupture**. If you are away from your premises for more than 10 consecutive days during the normal heating season, you must do 1 of 3 things. You must shut off the water supply and drain all pipes, attached fixtures, and appliances, **or** arrange to have

a reliable person come in daily to check the heating, **or** have your premises electronically monitored 24 hours per day by a company that monitors and responds to a low temperature signal. If you do not, we will not cover loss or damage caused by freezing, or resulting water damage.

We do not cover loss or damage caused by freezing to any part of a plumbing, heating, fire sprinkler or air conditioning system or household appliance not in a heated building or any resulting water damage.

We do not cover loss or damage to your premises or belongings, if your premises have been vacant for more than 30 consecutive days or while your premises are under construction.

We do not cover loss or damage caused:

— by rust, corrosion or deterioration.

— by seepage, or continuous or repeated leakage.

— by back up, discharge or escape or overflow of water or sewage from a sewer, sump, septic tank, or eavestrough or downspout connected to your sewer.

9) **Windstorm** or **Hail**. The interior of a building and belongings inside are also covered**,** but only if the damage happens immediately after wind or hail first makes an opening in the building. This peril does not cover loss or damage caused by waves, flood, high water, ice, rain, snow or sleet, whether driven by wind or not.

10) **Electricity**. Means sudden and accidental loss or damage caused by artificially generated electrical current.

There are other causes of loss we will not cover under this policy. These are shown under Property and Causes of Loss We Do Not Cover.

Perils Insured – Cover Code B

We cover belongings under a Pak I for direct physical loss or damage caused by the perils as defined and limited in Cover Code A plus the following named perils:

11) **Theft, including damage caused by Attempted Theft**. We do not cover the following:

— property on your premises while your premises are vacant or under construction.

— property from that part of your premises rented by you to others caused by any tenant, tenant's guests, tenant's employees, or members of their household.

— loss or damage caused by you or anyone living in your household.

12) **Transportation**. We cover loss or damage to belongings and building fixtures and fittings while they are being transported if caused by an accident to the transporting vehicle.

There are other causes of loss we will not cover under this policy. These are shown under Property and Causes of Loss We Do Not Cover.

Perils Insured – Cover Code C

We cover belongings under a Pak II for direct physical loss or damage caused by comprehensive perils.

Comprehensive Perils. Shown below are some perils or causes of loss that we exclude. If these are the cause of loss or damage, we do not cover such loss. If the peril that causes loss or damage is not one of the perils shown below, then you are covered.

We do not cover loss or damage:

a) caused by flood, surface water, waves, tidal waves, overflow of streams or other bodies of water, spray, ice, or waterborne ice, shoreline ice build-up, or waterborne objects, whether any of the former are driven by wind or not. But we will, however, cover loss or damage if it was due to a sudden and unexpected escape of

water from a swimming pool or its attached equipment, fire fighting activities, or a public watermain. We will cover watercraft due to sudden and unexpected flood, surface water and waves.

b) caused by water below ground level including that which exerts pressure on or flows, seeps or leaks through any opening in a sidewalk, driveway, foundation, wall, window, door or floor. But we will cover if it was due to a sudden and unexpected escape of water from a swimming pool or its attached equipment, fire fighting activities, or a public watermain.

c) due to theft or attempted theft, vandalism or malicious acts:

   i) to property from that part of your premises rented by you to others caused by any tenant, tenant's guests, or tenant's employees, or members of their household.

   ii) caused by you or anyone living in your household.

d) due to theft or attempted theft, vandalism or malicious acts while your premises are vacant or under construction.

e) caused by escape of water or steam from a plumbing, heating, fire sprinkler or air conditioning system, household appliance, swimming pool or hot tub or their attached equipment, or public watermain occurring after your premises have been vacant for more than 30 consecutive days or while your premises are under construction.

f) caused by sudden and accidental bursting, tearing apart, cracking, burning, or bulging due to the pressure of or lack of water or steam in a plumbing, heating, fire sprinkler or air conditioning system, or an appliance for heating water occurring after your premises have been vacant for more than 30 consecutive days or while your premises are under construction.

g) caused by freezing or resulting water escape from a plumbing, heating, fire sprinkler or air conditioning system, or household appliance during the normal heating season and you are away from your premises for more than 10 consecutive days. In order to have this coverage, you must do 1 of 3 things. You must shut off the water supply and drain all pipes, attached fixtures, and appliances, **or** arrange to have a reliable person come in daily to check the heating, **or** have your premises electronically monitored 24 hours per day by a company that monitors and responds to a low temperature signal. But we will not cover loss or damage if your premises have been vacant for more than 30 consecutive days or while your premises are under construction.

h) caused by seepage or continuous or repeated leakage of water or steam from a plumbing, heating, fire sprinkler or air conditioning system, household appliance, a swimming pool or hot tub or their attached equipment, or a public watermain.

i) caused by rupture or freezing to an outdoor swimming pool or hot tub and the attached equipment of either, any part of a plumbing, heating, fire sprinkler or air conditioning system, or household appliance not in a heated building or a public watermain.

j) caused by dampness of atmosphere, extremes of temperature, condensation, wet or dry rot, mould, contamination, inherent vice, unknown flaw and defect or mechanical breakdown.

k) caused by vermin including skunks, rodents, raccoons, moths, insects, and domesticated animals including birds.

l) caused by wear and tear, rust, corrosion, or deterioration.

m) caused by smoke from agricultural or industrial operations.

n) to sporting equipment due to the use of it.

o) to contact lenses unless the loss or damage is caused by a **Listed Peril**, theft or attempted theft.

p) due to marring or scratching of any property or breakage of any fragile or brittle article unless caused by a **Listed Peril**, theft or attempted theft.

q) caused by accidental discharge or seepage or continuous or repeated leakage of sewage or water from a sewer, sump, septic tank or

eavestrough or downspout connected to a sewer. We do not cover loss or damage caused by back up, discharge or escape or overflow of water or sewage from public sewers or drains outside your dwelling.

We do not cover the following 3 things if they happen at the same time as an excluded peril or cause of loss above or elsewhere in this policy or contribute with an excluded peril or cause of loss to produce a loss:

— weather conditions.

— acts or decisions of any person, civic authorities, or government authorities.

— faulty, inadequate, or defective planning, design, material, construction, or maintenance of public utilities or public structures.

The **Listed Perils** referred to previously are fire, lightning, explosion or implosion, smoke, falling objects, impact by aircraft, spacecraft or land vehicles, riot, vandalism or malicious acts, water escape, rupture, windstorm or hail, electricity and transportation; all as defined under Perils Insured.

There are other causes of loss we will not cover under this policy. These are shown under Property and Causes of Loss We Do Not Cover.

Added Features of Your Part 1 Coverage

We provide **added features** along with your regular coverage at no extra cost. These may be special types of coverage available to you or they may be special uses of your regular coverage. We have noted those features that **add** to your total amount of protection. Otherwise, they are **part** of the amount of protection shown on your Cover Page.

Arson Conviction Reward

We will pay $1,000 for information which leads to a conviction for arson in connection with a fire loss to property insured by this policy. The amount we pay adds to your total amount of protection. The $1,000 limit will not be increased regardless of the number of persons providing information.

No deductible applies to this coverage.

Automatic Acquisitions

Any insurable belongings you acquire after the effective date of this policy are automatically covered subject to the terms of this policy. This includes items you purchase while away on vacation.

Belongings of Guests and Residence Employees

You may use up to 10% of your belongings protection for belongings of your residence employees or non-paying guests. These belongings must be at your premises or in the care of residence employees carrying out duties of their employment away from your premises. Loss must be due to a peril for which your own belongings are insured. Your guests or residence employees must not have any coverage on their belongings.

All claims will be settled directly with you.

Collapse

We cover direct physical loss or damage due to the collapse of a foundation, wall, floor, or roof of your dwelling or outbuildings caused by any of these 3 things:

— a peril insured by this policy.

— the weight of contents, equipment, or people.

— the weight of rain, ice, snow, or sleet on the roof.

Collapse means the complete failure or breaking down of a foundation, wall, floor or roof of your dwelling or outbuilding.

We do not cover loss or damage caused by collapse while your dwelling or outbuilding is vacant or under construction even if we have given permission for vacancy or construction.

Credit, Debit, or Electronic Funds Transfer Cards, Cheques and Counterfeit Money Coverage

This coverage adds to your total amount of protection. There is no deductible. The loss must take place during the policy term; but you are covered even if you do not discover the loss for up to a year after the policy term ends.

We will pay up to $1,000 for any 1 loss and a total amount of $2,500 in all, for losses in any 1 policy term, even if the losses involve more than 1 card, cheque, forgery, law suit, or piece of counterfeit money, or involve multiple purchases, transactions, or occurrences.

We will pay for:

1) Your legal obligation to pay because of the theft or unauthorized use of credit or debit cards issued to you or registered in your name provided that you have complied with all conditions under which the card was issued.

2) Loss caused by theft and use of your automated teller card provided you have complied with all the conditions under which the card was issued.

3) Loss to you caused by forgery or alteration of cheques, drafts or other negotiable instruments.

4) Loss by your acceptance in good faith of counterfeit Canadian or United States currency.

We do not insure:

a) losses caused by your dishonesty.

b) losses arising out of your business pursuits.

c) losses caused by the use of your credit, debit or automated teller card by a resident or residence employee of your household, or by a person to whom you have entrusted the card.

Debris Removal

You may have us pay to remove debris of insured property from your premises, if your insured property has been damaged or destroyed by an insured peril.

We will also pay for removal of property of others, excluding trees, shrubs and plants, blown on to your premises by windstorm, if your insured property is damaged or destroyed by an insured peril.

Debris removal expenses shall not be considered for the purpose of applying any co-insurance.

Declaration of Emergency Endorsement (Extension of Termination or Expiry Date)

The effective date of termination of this policy by the Insurer or the expiry date of this policy is extended, subject to the conditions and definitions set out below, as follows when an **Emergency** is declared by a Canadian public authority designated by statute for the purpose of issuing such an order.

1. The **Emergency** must have a direct effect or impact on:
   a) the Insured, the insured site or insured property located in the declared emergency area; or
   b) the operations of the Insurer or its agent/broker located in the declared emergency area.
2. a) Any time limitation described in the Termination condition of this policy, with respect to termination of this policy by the Insurer, will not continue to run until the **Emergency** is terminated plus the lesser of:
      i) 30 days; or
      ii) the number of days equal to the total time the **Emergency** order was in effect.
   b) If this policy is due to expire during an **Emergency**, it will continue in force until the **Emergency** is terminated plus the lesser of:

i) 30 days; or

ii) the number of days equal to the total time the **Emergency** order was in effect.

3. In no event shall the total term of the extension exceed 120 consecutive days.

   The Insured agrees to pay the *pro rata* premium earned for the additional time the Insurer remains on risk as a result of the above.

4. Definitions:

   Emergency is defined as the first statutory declaration of an emergency:

   a) with respect to a situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise; or

   b) as provided for by the relevant governing legislation if different from a) but does not include any subsequent statutory declaration(s) that may be issued relating to the same event.

All other terms and conditions of the Policy to which this endorsement applies remain unchanged.

Emergency Entry Property Damage

Coverage is automatically provided to repair damage to your premises (permanent or temporary residence) if damaged as a result of forcible entry by police, ambulance, fire department, or other persons to save and preserve life. This coverage adds to your total amount of protection. This coverage is not subject to a deductible.

Fraud Conviction Reward

We will pay $1,000 for information which leads to a conviction of fraud in connection with an insured loss to property insured by this policy. The amount we pay adds to your total amount of protection. The $1,000 limit will not be increased regardless of the number of persons providing information.

This coverage is not subject to a deductible.

Increased Living Expenses and Lost Rental Income

You may use up to 20% of the amount of protection shown on your Cover Page for belongings if you are a Tenant or 200% of the amount of protection shown on your belongings if you are a Condominium Unit Owner to pay for an increase in your living expenses and loss of rental income. The costs must be due to a peril for which your belongings are insured. The length of time we will continue to make payments is not restricted by the expiry of your policy. The amount we pay adds to your total amount of protection.

We will pay for:

1. **Increased Living Expenses**. If the loss makes your premises unliveable, we will pay for your moving costs. We will pay for the reasonable increase in your cost of living required to maintain your normal standard of living. We will not pay expenses for things that are not needed to support you.

   We will continue to pay only until your premises are repaired or replaced, or you permanently relocate. We will give you a reasonable time for either of those to be done.

2. **Lost Rental Income**. We will pay for your actual loss of rental income for those parts of your premises that you were renting out when the loss took place. We will pay for the fair rental value of this property even if it was not rented out when the loss took place. You must show us that you were trying and able to rent it out at the time of loss. We will pay until you have had a reasonable length of time to repair your premises. We will deduct any savings in expenses, such as electric and water bills, which stop because of the loss.

We will not pay for any increased costs, due to unnecessary delays on your part, to repair or replace your premises, relocate, or settle your household.

We will also pay when a public authority denies you access to your premises. We will pay these costs for up to 2 weeks. The denial can be due to actual or threatened damage to your premises. But it must be due to a peril for which your premises is insured. If you have a Pak II, it must be due to a **Listed Peril**.

Inflation Protection Factor

To help protect you in the event of a loss, we will increase the total amount of protection on your belongings by a portion of the Inflation Protection Factor (IPF) percentage (as shown on the Cover Page) as follows:

— 2 months after inception – 25% of the IPF

— 5 months after inception – 50% of the IPF

— 8 months after inception – 75% of the IPF

— 11 months after inception – 100% of the IPF

Inception means the effective date of the policy or, if the policy has been in force for more than 1 year, its last anniversary date. If you request a change in the amount of insurance during the policy term, the effective date of that change will be the **inception** until the next policy anniversary date.

This added feature does not apply to vacant condominium units.

Mass Evacuation

You may use up to 20% of the amount of protection shown on your Cover Page for your belongings to pay for increased living expenses when a public authority denies you access to your premises because of a mass evacuation order due to a sudden or unexpected event. We will pay these costs for up to 2 weeks. The amount we pay adds to your total amount of protection.

We will not pay costs due to:

a) flood meaning waves, tides, tidal waves and the rising of, the breaking out or the overflow of, any body of water, whether natural or man-made.

b) earthquake.

c) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power or terrorism.

d) any nuclear incident as defined in the *Nuclear Liability Act,* nuclear explosion or contamination by radioactive material.

Outdoor Trees, Shrubs, Plants and Lawns

You may use up to 5% of the amount of protection shown on your belongings to pay for loss or damage to trees, shrubs, plants, and lawns. Loss must be due to 1 of these 8 causes: 1) Fire. 2) Lightning. 3) Explosion or Implosion. 4) Riot. 5) Impact by Aircraft, Spacecraft or Land Vehicles. 6) Vandalism. 7) Malicious Acts. 8) Theft including damage caused by attempted theft.

We will pay up to $1,000 for your lawn, single tree, plant or shrub including debris removal. We do not insure any items grown for commercial purposes or sale.

Property Protection Coverage

We will pay for property that is damaged or used trying to protect your premises or belongings from a loss. For example, we will pay to recharge a neighbour's fire extinguisher if it was used to fight your fire. We will not pay for property owned by a fire department. The amount we pay adds to your total amount of protection.

Temperature Change

If there is a failure of any system in your premises that maintains an artificial temperature, such as your furnace or freezer, we will pay for the

loss or damage to your belongings that is caused by the resulting change in temperature. The belongings must be in a building. Under a Pak A or a Pak I, this failure must be due to a peril for which your belongings are insured by this policy.

Theft Damage to Premises

You may apply $1,000 of your belongings protection to pay for damage to your premises caused by theft or attempted theft. Your policy must cover theft for this coverage to apply.

Additional Coverage for Condominium Unit Owners

Your Condominium Unit Owner's Pak includes the additional coverages shown below.

Automatic Residence Coverage

When you purchase a new condominium unit in Saskatchewan to replace your condominium unit shown on the Cover Page and notify us within 30 days of the title registration to you, we will cover both units for a period of 30 days before or after the registration. This coverage no longer applies after the policy expiry date. The amount we pay adds to your total amount of protection. We will not pay more than the amount shown on the Cover Page for each unit.

Contingent Coverage

We will pay up to the amount of protection shown on your Cover Page to cover your interest in your unit, excluding any improvements or betterments to it, if the condominium corporation has no insurance, its insurance is inadequate, or it is not effective. The loss must be caused by a peril insured by this policy. We do not cover improvements or betterments whether made by you or purchased by you under any sale agreement.

We will pay as follows:

- the replacement cost if the property is repaired or replaced within a reasonable length of time using similar materials; or
- the actual cash value if repair or replacement is not made within a reasonable length of time.

Estate Coverage

Coverage restrictions due to vacancy will not apply within the first 90 days (or expiry date of the policy, whichever comes first) from the date your premises becomes vacant or unoccupied due to the death of an Insured.

Upon expiration of this coverage, Part 1 General Conditions for vacancy will apply.

Improvements and Betterments

We will pay up to the amount of protection shown on your Cover Page to cover unit improvements and betterments.

We cover direct physical loss or damage to the following:

- improvements and betterments of your premises made by you or acquired under any sales agreement.
- your materials intended to be used in alteration, renovation, or repair to your condominium unit located at your premises or which you acquire and transport to your premises.
- permanently installed flooring in your unit that is part of the building but not insured by the condominium corporation.

We will pay as follows:

- the replacement cost if the property is repaired or replaced within a reasonable length of time using similar materials; or
- the actual cash value if repair or replacement is not made within a reasonable length of time.

The loss or damage must be caused by a peril for which you are insured.

Lock Replacement Coverage

We will pay up to $1,000 for the cost of changing the key combination in your lock set or, if necessary, replacing the lock set(s) on your unit or outbuildings if their keys are stolen. This coverage is not subject to a deductible. Your policy must cover theft for this coverage to apply.

Loss Assessment for Loss to Condominium Property

We will only pay for your share of any special assessment made against you by the condominium corporation up to the amount of protection shown on your Cover Page.

We will pay your share provided that:

- the assessment is valid under the condominium corporation's governing rules and bylaws; and
- the assessment is made necessary by a direct loss to the collectively owned condominium property caused by a peril insured by this policy.

We will only pay in excess of any other insurance covering the collective interest of the condominium unit owners.

We will also include assessments made against you for damage to your unit where the damage does not exceed the condominium corporation's deductible.

We will pay up to $50,000 for that part of an assessment made against you for the deductible of the condominium corporation's insurance policy. The policy deductible will apply.

Single Amount of Protection

a) We will cover the following items for the single amount of protection indicated:

- Contingent Coverage
- Unit Improvements and Betterments
- Loss Assessment Property

You decide what portion of the single amount of protection will apply to each item. This feature is subject to all terms of this policy.

b) Should the amount of protection be inadequate to pay for your loss, you may use the unused portion of the remaining amounts of protection for these condominium coverages. The most we will pay under this feature is the total amount of protection shown on the Cover Page.

This coverage does not apply on family occupied, rented or vacant condominiums.

Tear Out

We will pay to remove and replace or repair parts of your unit if that is necessary to repair rupture damage to plumbing, heating, fire sprinkler, or air conditioning systems.

We will not pay the cost of tearing out and replacing or repairing property for damage related to swimming pools, hot tubs, or similar installations, public watermains, or sewers.

The amount we pay is part of the amount of protection shown on your Cover Page.

This coverage is not subject to a deductible.

Unit Owner's Glass Coverage – Condominiums

We will pay for accidental breakage of glass or safety glazing material which is part of your condominium unit including storm windows or doors. But we only cover if you are held responsible for the damage by the condominium corporation's bylaws or it is part of your improvements and betterments.

You must pay the deductible shown on the Cover Page.

Additional Coverage for Tenants

Your Tenant Pak includes additional coverages shown below.

Improvements and Betterments

We will pay up to the amount of protection shown on your Cover Page to cover direct physical loss or damage to improvements and betterments of your premises made by you or acquired at your expense.

We will also cover your materials intended to be used in alteration, renovation, or repair to your premises, located at your premises or which you acquire and transport to your premises.

We will pay as follows:

— the replacement cost if the property is repaired or replaced within a reasonable length of time using similar materials; or

— the actual cash value if repair or replacement is not completed within a reasonable length of time.

The loss or damage must be caused by a peril for which you are insured.

Renter's Glass Coverage – Tenants

We will pay up to $1,000 for accidental breakage of glass or safety glazing material which is part of your rented premises including storm windows or doors. But we only cover if you are held responsible by your lease or rental agreement or it is part of your improvements and betterments.

You must pay the deductible shown on the Cover Page.

Optional Coverages

Your Cover Page will show which of the following optional coverages apply to your policy.

Identity Theft Coverage

We will pay for identity theft expenses up to the amount of protection shown on your Cover Page for each occurrence. These expenses are defined as the costs associated with the restoration of your identity. The policy deductible will apply.

The identity theft occurrence must take place during the policy term. You are covered even if you do not discover the occurrence for up to a year after the policy term ends or after cancellation of the policy.

We will pay:

a) the costs for obtaining up to 2 credit reports or profiles notarizing affidavits and/or similar documents for law enforcement agencies, credit agencies and financial institutions or similar credit grantors.

b) the cost to replace Canadian Government issued identification documentation, passports, driver's licence and birth certificates.

c) the reasonable cost of certified mail, telephone expenses, and facsimile transmissions to businesses, law enforcement agencies, credit agencies and financial institutions or similar credit grantors.

d) the fees associated with re-applying for loans due to the rejection of your original application as the lender(s) received incorrect information.

e) up to 50% of the amount of protection shown on your Cover Page for this coverage for wages or salary lost by you. This includes time off work to complete fraud affidavits, or to meet with merchants, legal counsel, law enforcement agencies, credit agencies, and financial institutions or similar credit grantors.

f) the reasonable legal fees incurred for:

   (i) your defence for any claim(s) or any suit(s) made against you by any business or their collection agencies.

   (ii) the removal of any criminal or civil judgments wrongly entered against you.

   (iii) any challenge to the accuracy of information in your credit report.

   (iv) recovering assets acquired by a third party.

This coverage does not apply to losses covered under the Credit, Debit, or Electronic Funds Transfer Cards, Cheques, and Counterfeit Money Coverage.

Increased Limits Coverage

If your Cover Page shows that you have this coverage, we will pay the following Increased Limits under **Property with Specific Amounts of Protection**.

Property – Belongings

	Base Limit	Increased Limit
1) **For losses due to any insured peril:**		
Books, tools and instruments pertaining to a business, profession, trade or occupation	$ 5,000	$ 7,500
Computer hardware used in a business, profession, trade or occupation	$ 5,000	$ 10,000
Securities	$ 5,000	$ 10,000
Bullion and money. Money also includes gift cards, cash cards and gift certificates	$ 300 each	$ 500 each
Watercraft, their equipment, accessories, outboard motors and jet propulsion personal watercraft, including unlicensed boat trailers	$ 2,500	$ 5,000
Animals, birds or fish	$ 1,500	$ 2,500
Belongings of unmarried students	$ 7,500	$ 15,000
Lawnmowers, garden tractors, snowblowers and their accessories	$ 5,000	$ 10,000
Belongings of any unnamed person as defined under **you** and **your** in an approved care home	$ 7,500	$ 15,000
Cemetery property	$ 5,000	$ 10,000
2) **For losses due to Peril 11 – Theft, and Comprehensive Perils** (excluding the **Listed Perils**):		
Jewelry, watches and gems	$ 10,000	$ 15,000
Furs, fur garments and garments trimmed with fur	$ 10,000	$ 15,000
Manuscripts, stamps and philatelic property	$ 2,500	$ 5,000
Coin collections, numismatic property	$ 500	$ 1,000
Silverware, goldware and pewterware	$ 5,000	No Limit
Bicycles, tricycles, unicycles, electric assisted bicycles and accessories	$ 1,000	$ 1,500
Audio cassettes, compact discs and digital video discs while in or on motor vehicles, watercraft or aircraft	$ 500	$ 1,000

Added Features of Your Part 1 Coverage

Arson conviction reward	$ 1,000	$ 2,500
Credit, debit or electronic funds, transfer cards, cheques and counterfeit money	$ 1,000/loss $ 2,500/term	$ 2,000/loss $ 5,000/term
Fraud conviction reward	$ 1,000	$ 2,500
Lock replacement coverage	$ 1,000	$ 2,000
Outdoor trees, shrubs, plants and lawns – a lawn or any 1 tree	$ 1,000	$ 1,500

Liability	$ 1,000,000	$ 3,000,000
Added Features of Your Part 2 Coverage		
Voluntary Medical Payments	$ 5,000	$ 7,500
Voluntary Property Damage Payments	$ 5,000	$ 7,500

Sewer Back Up

If this coverage is shown on your Cover Page, we will pay for loss or damage caused by back up, accidental discharge or escape or overflow of water or sewage from a sewer, sump, septic tank, or eavestrough or downspout connected to your sewer.

We do not cover loss or damage caused by:

a) back up, discharge or escape or overflow of water or sewage from public sewers or drains outside your premises.

b) seepage or continuous or repeated leakage .

We do not cover sewer back up to your premises or belongings while your premises are vacant even if we have given permission for vacancy.

Voluntary Fire Fighting Coverage

If your Cover Page shows that you have this coverage, we will pay up to the amount of protection shown to a fire department for its services. The services must deal with a fire loss for which your premises or belongings are covered or they must be needed to protect your property or property of others adjacent to your premises, from such a loss.

This coverage will apply to all property and locations shown on the Cover Page.

We will not pay for property owned by a fire department.

This coverage is not subject to a deductible.

Settling a Claim

Your Cover Page will show the amounts of protection on property insured in Part 1.

These amounts, along with the features we have said add to your amount of protection, are the most we will pay for your loss.

We will only pay up to your financial interest in the property. Our payment will also depend on your share of the loss and other rules used to settle claims. These are explained below.

Deductible

A deductible is used for losses covered in Part 1.

A deductible means that you will have to bear the first part of your loss yourself. We will subtract this amount from your total loss. Then we will pay for the rest of your loss. We will pay up to your total amount of protection. We will not pay if your loss is less than the deductible. The deductible is shown on your Cover Page.

You may have different deductibles, depending on the type of property and the type of loss that we cover. When 2 or more items are lost or damaged in 1 loss, or several insured perils occur at the same time contributing to the loss, we will use only 1 deductible. We will use the largest single deductible of all that apply.

Replacement Cost and Actual Cash Value

— as defined in the Definitions section.

We will use one of these methods to find the amount of your loss.

Belongings

We will pay the cost of repair or the cost of new belongings (whichever is less) of similar kind, quality, and usefulness up to your total amount of protection for belongings. If you replace a belonging with one of lesser quality, we will only pay the amount you paid for the replacement. You must give us written proof of replacement or repair in order to get

replacement cost coverage. You may choose payment on an Actual Cash Value basis initially. You may make a subsequent claim on a Replacement Cost basis but not later than 180 days after payment of an Actual Cash Value settlement to you.

We will not pay for increased costs due to unnecessary delays on your part. We will keep any salvage or proceeds from salvage.

We will only pay the actual cash value for loss or damage to these 7 types of belongings:

1) a belonging that is not in good, useable condition at the time of loss.
2) a belonging not in current use by you at the time of loss that you stored away and for which you had no specific future use.
3) a belonging of an age or condition that makes it out of date or no longer usable for its original purpose.
4) art works, antiques, rare objects, and other items that cannot be replaced.
5) a belonging that has not been repaired or replaced after a loss.
6) spare automobile parts and accessories.
7) watercraft, their equipment, accessories, outboard motors, and jet propulsion personal watercraft, including unlicensed boat trailers that are more than 10 years of age from the date they were originally purchased as new.

Pairs and Sets
(Applies to Belongings and Special Belongings)

Pair: If there is a loss to half a pair, we will pay for the complete pair. The undamaged piece becomes our property.

Set: For items that are part of a set of 2 or more pieces, we will only pay for those parts that had the loss. For example, if your chair is destroyed, we would pay for that damage. We would not pay for the matching sofa, unless it was damaged as well.

Obsolescence

We will not pay for increased costs that result when you cannot repair or replace your property because material or parts are unavailable, obsolete, or outmoded. We will only pay the cost that would have been needed if materials or parts were available. We will pay the last known cost of materials or parts.

Property with Specific Amounts of Protection

For certain types of property the amount we will pay is explained below. The deductible on your Cover Page applies.

(1) **Unless otherwise specified, for losses due to any insured peril** we will pay up to these amounts:

a) $5,000 in all for books, tools, and instruments pertaining to a business, profession, trade, or occupation. We will also pay up to $5,000 in all for computer hardware used in a business, profession, trade or occupation. They are covered only at your premises. We do not cover other business or farm property, such as samples, supplies, or goods held for sale.

b) $5,000 in all for securities.

c) $300 for bullion and $300 for money. Money also includes gift cards, cash cards and gift certificates.

d) $2,500 in all for watercraft, their equipment, accessories, outboard motors, and jet propulsion personal watercraft, including unlicensed boat trailers that are not required to be licensed. Coverage applies anywhere in Canada or the continental U.S.A. for fire or lightning. Other perils you are insured for apply only at your premises. We do not cover loss or damage caused by freezing.

e) $5,000 in all for computer software. We will not pay the cost of gathering or assembling information or data.

f) $1,500 in all for death or destruction made necessary of animals, birds or fish within 30 days of injury caused by fire, lightning or smoke.

g) $7,500 in all for belongings of each unmarried student while attending school and residing away from your premises.

h) $5,000 for each lawnmower, garden tractor, snowblower and their attachments and accessories.

i) $7,500 in all for belongings of an unnamed person as defined under **you** and **your** while residing away from your premises in an approved nursing or care home.

j) $200 on any 1 item and a total amount of $2,500 in all for losses, in any 1 policy term, for trading cards and comic books.

k) $1,000 in all for spare automobile parts and accessories.

l) $5,000 in all for cemetery property anywhere in Canada.

m) $2,500 in all for garden sheds and gazebos while located on a farm premises.

(2) **For losses due to Peril 11 – Theft, and Comprehensive Perils** (excluding the **Listed Perils**) we will pay up to these amounts:

a) $10,000 in all for jewelry, watches and gems.

b) $10,000 in all for furs, fur garments, and garments trimmed with fur.

c) $2,500 in all for manuscripts, stamps, and philatelic property (such as stamp collections).

d) $500 in all for numismatic property (such as coin collections).

e) $5,000 in all for silverware, silver-plated ware, goldware, gold-plated ware, and pewterware.

f) $1,000 for each bicycle, tricycle, unicycle or electric assisted bicycle (up to 500 watts and not exceeding 32km/h) including accessories and attached equipment.

g) $500 in all for audio cassettes, compact discs and digital video discs while in or on motor vehicles, watercraft or aircraft.

Property and Causes of Loss We Do Not Cover

Under any Pak we do not cover the following property or causes of loss:

a) buildings, outbuildings, structures, belongings and any other property when designed, used, or intended for use, in whole or in part for:

(i) business or farming purposes; but we do give permission to use personal computers and related office equipment for farming purposes; or

(ii) storage, housing, or upkeep of agricultural products or supplies, livestock, poultry or animals other than household pets;

except as provided under **Property with Specific Amounts of Protection.**

Incidental office use is permitted.

b) property illegally acquired, used, kept, or imported.

c) books of account, evidence of debt or title, and documents or other evidence to establish ownership or the right or claim to a benefit or thing.

d) property lawfully seized or confiscated. But we will cover such property if it is destroyed to prevent the spread of fire.

e) motorized vehicles, trailers, and aircraft. This includes such things as cars, trucks, skid steers, motorcycles, snowmobiles, all-terrain vehicles, dirt bikes, go-carts, dune buggies, hang gliders, ultralights, or other similar aircraft of any name. Nor do we cover any parts, furnishings, or equipment of those things. For example, CB's, stereo equipment, tires, or antennae. However, we will cover motorized

wheel chairs, lawnmowers, snowblowers, garden equipment, golf carts, and elecrtric assisted bicycles (up to 500 watts and not exceeding 32 km/h).

An unlicensed boat trailer kept at your premises and spare automobile parts and accessories are special cases. These are shown in **Property with Specific Amounts of Protection**.

f) losses or increased costs of repair due to any bylaw, ordinance or law regulating the zoning, demolition, repair, or construction of buildings and their related services.

g) the cost of making good any faulty design, material, or workmanship.

h) loss or damage caused by settling, expansion, contraction, moving, shifting, bulging, buckling, or cracking unless fire or explosion follows, then we will pay for the resulting damage.

i) belongings undergoing any process, including cleaning or being worked on, where the damage results from such process. Resulting damage to other property caused by an insured peril is covered.

j) loss or damage caused by snowslide, earthquake, landslide, or any earth movement. If any of those results in fire or explosion, we will pay for the resulting loss or damage.

k) loss or damage to property on exhibit or display, or any time your property is being held for sale by others.

l) loss or damage not due to a sudden, unexpected event.

m) loss or damage caused by a nuclear incident as defined in *The Nuclear Liability Act*. Nor do we cover nuclear explosion or contamination by radioactive material.

n) loss or damage caused by war, invasion, act of a foreign enemy, declared or undeclared hostilities, civil war, rebellion, revolution, insurrection, or military power.

o) loss or damage caused by criminal or wilful acts done by you or by any person whose property is insured under this policy, including acts done for you by someone else.

p) loss or damage caused by acts you deliberately did or acts you failed to do.

q) loss resulting from a change in ownership of property that is agreed to, even if that change was brought about by trickery or fraud.

r) loss or damage resulting from contamination or pollution, or the release, discharge or dispersal of contaminants or pollutants.

s) loss or damage caused directly or indirectly, in whole or in part, by terrorism or by any activity or decision of a government agency or other entity to prevent, respond to or terminate terrorism regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but you are still insured for ensuing loss or damage which results directly from fire or explosion.

t) i) loss or damage to data, or

ii) loss or damage caused directly or indirectly by a data problem.

However, if loss or damage caused by a data problem results in the occurrence of further loss of or damage to property insured that is directly caused by fire, explosion or implosion, smoke or water escape or rupture, this exclusion shall not apply to such resulting loss or damage.

u) i) loss or damage caused directly or indirectly, in whole or in part, by any fungi or spores.

ii) the cost or expense for any testing, monitoring, evaluating or assessing of fungi or spores.

v) loss or damage caused directly or indirectly by any illegal or unauthorized activity related to and including the growing, harvesting, manufacturing, processing, storing, sale or distribution of any drug or narcotic or the possession of any substances or item of any kind which constitutes a criminal offence, to any dwellings, outbuildings or belongings contained therein, whether or not you have any knowledge of or are able or unable to control such illegal activity. This includes any alteration of the premises to facilitate such illegal activity.

w) wind turbine systems including all related equipment and stuctures manufactured for a rated power generation exceeding 1kW.

General Conditions for Part 1

The following general conditions apply to Part 1 of this policy:

1) We will not cover people who were holding, storing, or transporting your property for a fee at the time of loss.

2) After we pay for your claim, we may find that someone else is legally responsible for your loss. We have the right to recover our payment from that person. If we ask, you must co-operate with us in any legal action we take at our expense and through our lawyers. You may release another person from their legal responsibility to you for loss or damage to your property but you must tell us if you do. The agreement must be in writing, and you must make the agreement before any loss or damage takes place. These conditions do not apply to an agreement with your condominium corporation.

3) Any payment for a loss will not lower your total amount of protection for the rest of the policy term.

4) The Statutory Conditions apply to Part 1 of this policy.

5) When you have other insurance on property covered by Part 1 of this policy, we will only pay our share of the loss. We will do this even if your other insurance covers different perils than this policy. Our share will be in the same proportion that the amount of our protection bears to the total amount of all your fire protection.

6) You must tell us when your premises become vacant as defined by this policy.

   You must tell us when no one has been living in your premises for a full year, even if you intend to return to it. We feel that these premises are vacant too – even if belongings are still in place.

   We do not cover any loss or damage that happens after 30 consecutive days of vacancy, when:

   — you do not tell us within 30 days of your premises becoming vacant.

   — the premises were tenant occupied.

   Under a Condominium Unit Owners policy, when you tell us within 30 days of your unit becoming vacant, we will continue to provide coverage until the expiry date of the current term.

   Any permission for vacancy that we allow in this condition does not change or invalidate any coverage restriction due to vacancy, stated in other parts of this policy.

7) If your loss was due to a crime, you must report the loss to the police or other authorities at once. This includes such crimes as theft, burglary, and vandalism or malicious acts.

8) You must take all reasonable steps to protect your property.

9) Condominium Unit Owners:

   i) We agree to waive our rights of claim against the Condominium Corporation, its directors, property managers, agents, and employees, except for arson, fraud, and vehicle impact.

   ii) Your right to recover from us is not affected by any release from liability entered into by you prior to loss.

10) If Cover Code C applies to a loss and it is more restrictive than Cover Code A or Cover Code B shown in this booklet, we will adjust your claim using the Cover Code most beneficial to you.

11) If we adopt any revision that would broaden coverage under your policy during the policy term, and we do not charge additional premium, the broadened coverage will immediately apply to your policy.

Part 2 – Personal Liability

(Does not apply when issued as part of an Agro Pak Policy)

Definitions Applicable to Part 2

Bodily Injury means bodily injury, sickness or disease or resulting death.

Business in this Part has the same meaning as in Part 1.

Jet Propulsion Personal Watercraft in this Part means the same as Part 1.

Occurrence means an accident, including continuous or repeated exposure to conditions which results in **bodily injury** or **property damage** neither expected nor intended.

Premises in this Part has the same meaning as in Part 1. It also includes the following:

— a place you live in for a short time, but that you do not own. For example, a hotel or motel room.

— your own or your family's burial site in Canada.

— a non-business location in Canada which you become owner of or take possession of during the policy term. You will be covered for up to 30 days after you take ownership or possession.

Property Damage means physical damage to, or destruction of tangible property, including the loss of use of this property.

Residence Employee in this Part has the same meaning as Part 1. Your residence employee will be covered while using farm machinery if it is not a usual part of their job

Terrorism in this Part has the same meaning as Part 1.

We, us, or **our** in this Part has the same meaning as in Part 1.

You and **your** in this Part has the same meaning as in Part 1.

In Part 2, **you** and **your** also means these additional people:

— your residence employees.

— workers during construction of your dwelling. The workers can be paid or unpaid. But we will not cover any independent contractor or employees of the contractor.

— any person or organization legally liable for damages caused by watercraft (excluding jet propulsion personal watercraft) or animals owned by you, and to which this insurance applies. This does not include anyone using or having custody of the watercraft (excluding jet propulsion personal watercraft) or animals, in the course of any business or without your permission.

— any person who is insured by this policy at the time of your death and who continues residing on the premises. We will cover them until the end of the policy term or cancellation of the policy, whichever comes first.

— your executors or administrators while they are tending to your premises. We will cover them until the end of the policy term or cancellation of the policy, whichever comes first.

Personal Liability

You must take reasonable care that you do not, or your property does not harm someone else or their property. If you do not, you may be negligent. People who are hurt or whose property is unintentionally damaged because of your negligence may have a legal right to be paid for their damages. A liability claim or action brought against you can come from a single event or it can come from a continuous or repeated condition. We will treat this as if all damage was from a single occurrence.

We will only pay compensatory damages for **bodily injury** or **property damage**. We will pay for claims arising out of your personal actions anywhere in the world, including claims due to your actions while engaged in volunteer work for a charitable or non-profit organization. We will pay for claims due to the condition or use of your premises. We will only pay claims where you are legally liable; however, there may be situations where we will pay and you are not legally liable. These are explained under **Added Features of Your Part 2 – Personal Liability Coverage: Voluntary Medical Payments** or **Voluntary Property Damage Payments**.

We will not pay for **bodily injury** or **property damage** caused by or arising out of:

a) the ownership of a rented dwelling, vacant dwelling, or a seasonal dwelling and its related property within the same resort area; or

b) the renting of a room or suite to others; or

c) the use of and ownership of a jet propulsion personal watercraft or an all-terrain vehicle; or

d) business use of the premises;

unless an additional premium has been paid and coverage extension is shown on your Cover Page.

Amount of Protection

We will pay up to the Amount of Protection shown on your Cover Page. The amount shown is the maximum amount we will pay for all compensatory damages in respect of any 1 occurrence, regardless of the number of insureds against whom claim is made or action is brought. As explained later under **Defense Settlement – Supplementary Payments**, we will pay for certain related costs too, which are in addition to the Amount of Protection.

Bodily Injury and Property Damage

We will pay for **bodily injury** or **property damage** to someone else if you are legally liable. This includes:

a) claims due to an agreement you sign that accepts the liability of another as it relates to premises owned by you.

b) claims if your residence employee is hurt while on the job. You will also be covered if the employee is hurt using a motorized vehicle, all-terrain vehicle, watercraft or jet propulsion personal watercraft for you. We will not cover bodily injury arising out of the use or ownership of any aircraft or air cushion vehicles.

c) claims if other people are hurt while they are working for you during construction on your premises, whether they are paid or unpaid.

d) claims made against you by others for loss caused by an independent contractor or employees of the contractor, but only during construction at a location shown on your Cover Page.

e) claims due to motorized wheelchairs, lawnmowers, snowblowers, garden equipment, or golf carts that you own or use. We will also cover you when someone else uses this equipment for you.

f) claims due to watercraft you own. However, if they are powered by more than 25 horsepower, an additional premium must be paid and coverage extension must be shown on your Cover Page for coverage to apply.

g) claims due to your use of watercraft or jet propulsion personal watercraft that are owned by someone else.

h) claims due to your use of motorized vehicles that are owned by someone else. The vehicles must be recreational in nature and must be intended for off-road use and they must not have a licence, nor be required by law to have one. For example, a go-cart at an amusement park. We will not cover claims due to your use of these vehicles in a race, speed test, or business.

Tenants and Renters

We will pay for compensatory damages to premises or to property contained within such premises that you rent or use, but do not own. For example, a rented dwelling, suite, or a hotel or motel room.

We will only pay if Part 1 coverages are shown on the Cover Page. We will not only pay if the only reason you are legally liable is that you have agreed to accept another's liablity. We will only pay if you would be legally liable without that agreement.

We will only pay for **property damage** caused by the perils insured shown on the Cover Page and as described and limited in Part 1.

A **property damage** deductible of $1,000 will apply to this coverage except for any loss or damage caused by the perils listed under Cover Code A of Part 1.

We may pay a part or all of this **property damage** deductible amount to affect the settlement of a claim or action against you. You shall be responsible to promptly reimburse us the amount of the **property damage** deductible paid on your behalf.

Added Features of Your Part 2 – Personal Liability Coverage

We give you 2 added features as part of your Personal Liability Coverage. The amount we pay adds to your total Amount of Protection. These coverages are not subject to a deductible.

Voluntary Medical Payments

We will pay up to $5,000 for reasonable medical and related expenses for each person injured in any 1 occurrence. The injury must be due to your actions, or the condition or use of your premises. We will pay even if you are not legally liable. Medical expenses include surgical, dental, hospital, nursing, ambulance services and funeral expenses. We will only pay for reasonable medical expense incurred within 1 year of the date of the occurrence.

We will not pay for expenses covered by any medical, surgical, dental, hospitalization or health plan that the injured person(s) may have, or be eligible for, nor for any costs covered under any other insurance or workers' compensation law.

We will pay for **bodily injury** to your residence employees, and to paid or unpaid workers who are injured during construction work on your premises. We will not pay for **bodily injury** to you or any other member of your household.

Voluntary Property Damage Payments

We will pay up to $5,000 for direct damage to the property of someone else. The damage must be due to your actions or the condition or use of your premises. We will pay even if you are not legally liable. This feature can cover deliberate damage, but it must be caused by a person we cover who is 12 years of age or less.

We will not pay for:

— claims resulting from the loss of use, disappearance or theft of property.

— loss or damage to property of your tenant.

— loss or damage caused by your business activities.

Loss Assessment for Liability – Condominium Unit Owners

We will pay for your share of any special assessment made against you by the condominium corporation for liablility. In any 1 policy period, we will pay up to the amount of protection shown on your Cover Page.

We will pay your share of this special assessment provided that:

— the assessment is valid under the condominium corporation's governing rules and bylaws; and

— the assessment is made necessary by an occurrence which applies to Part 2 of this policy.

We will not pay more than $50,000 for that part of an assessment made against you for the deductible of the condominium corporation's insurance policy.

Optional Extensions

All-Terrain Vehicle Liability Coverage

Available in Saskatchewan only – Subject to *The All Terrain Vehicles Act.*

Your personal liability will extend to cover **bodily injury** or **property damage** arising out of the ownership, maintenance, operation or use of an all-terrain vehicle, if your Cover Page shows that this extension of coverage applies. It will also show which options apply to you and to which all-terrain vehicle(s) it applies. We will automatically provide coverage for newly acquired all-terrain vehicles for a period of 30 days from the date of acquisition. The Amount of Protection shown on your Cover Page for this extension of coverage, is the maximum amount we will pay for claims arising from the newly acquired unit.

Passenger Hazard Option
(Applies only if shown on your Cover Page)

You may be legally liable for bodily injury to a passenger of an all-terrain vehicle. A passenger is anyone being carried upon, getting on to, or alighting from the unit.

We will not pay for claims when the seating capacity, as established by the manufacturer, has been exceeded.

Under Age Operator Option
(Applies only if shown on your Cover Page)

You may be legally liable for bodily injury or property damage caused by an under age operator of an all-terrain vehicle. We will extend coverage to include an operator between the ages of 12 years and 16 years when operated in accordance with *The All Terrain Vehicles Act.*

We will not pay for the claims when:

a) the engine capacity exceeds 250 c.c.; or

b) the operator is under the age of 12 years.

Claims We Will Not Cover

We will not cover:

1) claims due to bodily injury or property damage when the unit is not operated in accordance with *The All Terrain Vehicles Act*.

2) claims due to bodily injury to a passenger unless the **Passenger Hazard Option** is shown on your Cover Page.

3) claims due to bodily injury or property damage caused by an operator under 16 years, unless the **Under Age Operator Option** is shown on your Cover Page.

4) claims due to bodily injury or property damage caused by an operator under the influence of intoxicating liquor or drugs.

5) claims due to bodily injury or property damage caused by an operator in any race or speed test.

6) claims due to bodily injury or property damage resulting from any illicit, prohibited trade or transportation.

7) claims due to bodily injury or property damage resulting from carrying passengers for a fee.

8) claims due to bodily injury or property damage caused while the unit is rented or leased to others.

Jet Propulsion Personal Watercraft Liability Coverage

Your Personal Liability will extend to cover **bodily injury** or **property damage** arising out of the ownership, maintenance, operation or use of a personal watercraft unit, if your Cover Page shows that this extension of coverage applies. It will also show which option applies to you and to which personal watercraft unit(s) it applies. We will automatically provide coverage for newly acquired units for a period of 30 days from the date of acquisition. The Amount of Protection shown on your Cover Page for this extension of coverage, is the maximum amount we will pay for claims arising from the newly acquired unit.

Passenger Hazard Option
(Applies only if shown on your Cover Page)

You may be legally liable for bodily injury to a passenger of a personal watercraft unit. A passenger is anyone being carried upon, getting on to, or alighting from the unit.

We will not pay for claims when the seating capacity, as established by the manufacturer, has been exceeded.

Claims We Will Not Cover

We will not cover:

1) claims due to bodily injury to a passenger unless the **Passenger Hazard Option** is shown on your Cover Page.
2) claims due to bodily injury or property damage caused by an operator under 16 years of age.
3) claims due to bodily injury or property damage caused by an operator under the influence of intoxicating liquor or drugs.
4) claims due to bodily injury or property damage caused by an operator in any race or speed test.
5) claims due to bodily injury or property damage resulting from any illicit, prohibited trade or transportation.
6) claims due to bodily injury or property damage resulting from carrying passengers for a fee.
7) claims due to bodily injury or property damage caused while the personal watercraft unit is rented or leased to others.
8) claims due to bodily injury or property damage resulting from the operation of personal watercraft units in any area where their use and operation is restricted or prohibited.
9) claims due to bodily injury or property damage when a personal watercraft unit is not operated in accordance with the *Canada Shipping Act* regulations governing age and horsepower restrictions and operator competency requirements.

Claims We Will Not Cover

This applies to all coverages in **Part 2 – Personal Liability**

We will not cover:

a) claims caused by pollution of the land, water or air. However, we will cover bodily injury or property damage caused by heat, smoke, or fumes from a hostile fire. **Hostile fire** means a fire that becomes uncontrollable or breaks out from where it was intended to be.
b) claims caused by radioactive contamination or fallout.
c) claims arising from war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power.
d) claims caused by bodily injury to, or damage to property of persons covered by this policy, except those persons called **additional people** under the definition of **you** and **your** under Part 2 of this policy.
e) claims arising out of any business, farming or professional activities or operations, however, we will cover claims due to your actions while engaged in work for someone else in the following jobs: teacher, clerical worker, sales person, bill or money collector, messenger, or lifeguard.

f) claims arising from the ownership or housing of livestock, poultry or animals other than household pets.

g) claims caused by bodily injury to a co-worker while you are on the job.

h) claims due to any obligation under a disability benefits plan, workers' compensation, or employment insurance compensation law or any similar law.

i) claims to property you own or owned, rent or rented or had in your care, except as shown in **Tenants and Renters**.

j) claims due to aircraft, air cushion vehicles, hang gliders, ultralights or other similar aircraft of any name, or aircraft landing areas that you own or use. We will not cover the use of them for you by others, or claims caused by their use when you have entrusted them to others. Model aircraft are not part of this exclusion; however, we will only cover them when kept or used for amusement purposes as part of your hobby.

k) claims due to a motorized vehicle or a trailer that you own or use. This includes cars, vans, trucks, motorcycles, motorized snow vehicles, dune buggies, and the like and any vehicles required to be licensed. We will not cover the use of them for you by others or claims due to their use when you have entrusted them to others. However, as an exception to this, we will cover claims which arise out of the use of golf carts, all-terrain vehicles including dirt bikes, electric assisted bicycles (up to 500 watts and not exceeding 32 km/h) and motorized vehicles used by your residence employees while they are working for you. We will cover bodily injury or property damage claims arising out of your ownership, maintenance, use or operation of any utility, boat, camper or home trailer or its equipment, provided that such trailers are not required to be licensed and are not being towed by, attached to or carried on a motorized vehicle.

l) claims caused by the use and ownership of a jet propulsion personal watercraft, or all-terrain vehicle unless coverage extension is shown on your Cover Page.

m) claims caused by the use and/or ownership of a skid steer away from your premises.

n) claims caused by a watercraft:

— used in a race or speed test.

— used for carrying passengers for a fee.

— used for business purposes.

— used or operated by anyone under the influence of intoxicating liquor or drugs.

— rented or leased to others.

o) claims due to bodily injury or property damage when watercraft is not operated in accordance with the *Canada Shipping Act* regulations governing age and horsepower restrictions and operator competency requirements.

p) claims due to bodily injury or property damage deliberately caused by you or for you by someone else.

q) claims caused by any intentional, illegal or criminal act or failure to act by:

(i) any person insured by this policy; or

(ii) any other person at the direction of any person insured by this policy.

r) claims due to bodily injury resulting from transmission of any communicable disease.

s) claims caused by sexual, physical, psychological, or emotional abuse, molestation or harassment, including corporal punishment by, at the direction of, or with the knowledge of any person insured by this policy, or failure of any person insured by this policy to take steps to prevent sexual, physical, psychological or emotional abuse, molestation or harassment or corporal punishment.

t) claims arising directly or indirectly, in whole or in part, out of terrorism or out of any activity or decision of a government agency or other entity to prevent, respond to or terminate terrorism. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the claim.

u) claims due to:

   (i) the erasure, destruction, corruption, misappropriation, misinterpretation of data; or erroneously creating, amending, entering, deleting or using data; including any loss of use arising from any of these actions or events; or

   (ii) the distribution or display of data, by means of an Internet web site, the Internet, an intranet, extranet, or similar device or system designed or intended for electronic communication of data.

v) claims due to bodily injury or property damage arising directly or indirectly from any fungi or spores. We will not cover the cost or expense for any testing, monitoring, evaluating or assessing of fungi or spore(s).

w) claims due to bodily injury or property damage caused directly or indirectly by an animal you own or for which you are responsible and which, prior to the occurrence which gives rise to the claim, has been declared under any law, bylaw or municipal ordinance to be a dangerous animal.

x) claims due to bodily injury or property damage that arises out of electronic aggression, including but not limited to harassment or bullying committed:

   (i) by any means of an electronic forum, including but not limited to a blog, an electronic bulletin board, an electronic chat room, a gripe site, a social networking site, a website, or a weblog; or

   (ii) by other electronic means, including but not limited to e-mail, instant messaging, or text messaging.

If You Have A Claim What You Must Do

1) You must promptly give us notice in writing when an occurrence takes place.

   The notice must include:

   (i) the date, time, place and circumstances of the occurrence.

   (ii) names and addresses of witnesses and potential claimants.

2) You must not admit that you are legally liable. You may not know all of the facts. This means that you must not pay or offer to pay for bodily injury or property damage. It could be taken as an admission that you were legally liable.

3) You must follow all conditions of the policy that deal with your claim.

4) You must give us any letters or papers you receive from the people or the representatives of the people making the claim. You must do this as soon as you get them.

5) You must co-operate fully with us while we handle your claim.

6) You must co-operate fully in the legal matters we are handling for you. You must not interfere in any legal action or discussion.

If You Have A Claim What We Will Do

If a claim is made against you for which you are insured, we will defend you even if the claim is groundless, false or fraudulent. We reserve the right to select legal counsel, investigate, negotiate and settle any claim if we decide this is appropriate. We will only pay for the legal counsel we select. We will try to settle the claim out of court if we feel that is the best thing to do.

Defense Settlement – Supplementary Payments

We will:

a) pay up to $100 a day for your actual loss of wages or salary when we ask you to do something for us. For example, if we ask you to appear in court.

b) pay other reasonable expenses and court costs charged against you, including expenses which you have incurred for emergency medical or surgical treatment to others following an occurrence insured by this policy.

c) buy any appeal bonds.

d) buy any bonds needed to release property held by the court because of a law suit. However, the total face value of these bonds cannot be more than your applicable Amount of Protection.

e) pay the interest that a court charges on the part of the final judgment that we are paying.

How We Settle A Claim

We will not pay until you have fully complied with all the terms of this coverage, nor until the amount of your obligation to pay has been finally determined, either by a judgment against you or by an agreement that has our consent.

If we feel that you have done nothing wrong, we may refuse to pay a claim. This does not mean that you will not be covered. It means we feel that you are not legally liable. If after we deny a claim on your behalf a court finds that you are legally liable, you will be covered.

General Conditions for Part 2

1) The **bodily injury** or **property damage** must take place during the policy term.

2) There are only 2 ways to cancel your Personal Liability coverage before the end of your policy term:

   a) you must tell us that you wish to cancel and when you wish your coverage to end; or

   b) we must tell you in writing that we wish to cancel. We do this by registered mail or in person. If our notice comes to you by registered mail, your coverage will end 15 days after your post office gets the letter. When we give you the notice in person, your coverage will end 5 days later.

   We will refund the premium for the time between the cancellation date and the end of the policy term.

3) If you take legal action against us, you must do so within 2 years of the date on which you had cause to take such action.

4) If you have other liability insurance, we will only pay our share of the claim. Our share will be in the same proportion that the amount of our coverage bears to the total of all your Personal Liability coverages.

Part 3 – Statutory Conditions

In respect of Part 2 – Personal Liability, only Statutory Conditions 1, 3, 4, 5, and 15 apply. Otherwise all of the Statutory Conditions apply with respect to all perils insured by this policy. In the following **you**, the name shown on the Cover Page, are called the **Insured**. **We** are called the **Insurer**.

1. Misrepresentation

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

2. Property of Others

Unless otherwise specifically stated in the contract, the Insurer 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 the contract.

3. Change of Interest

The Insurer shall be liable for loss or damage occurring after an authorized assignment under the *Bankruptcy and Insolvency Act* or change of title by succession, by operation of law, or by death.

4. Material Change

Any change material to the risk and within the control and knowledge of the Insured shall void the contract as to the part affected thereby, unless the change is promptly notified in writing to the Insurer or its local agent; and the Insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the contract, or may notify the Insured in writing that, if he desires the contract to continue in force, he must, within 15 days of the receipt of the notice pay to the Insurer an additional premium; and in default of such payment the contract shall no longer be in force and the Insurer shall return the unearned portion, if any, of the premium paid.

5. Termination of Contract

(1) This contract may be terminated:

(a) by the Insurer giving to the Insured 15 days' notice of termination by registered mail, or 5 days' written notice of termination personally delivered; or

(b) by the Insured at any time on request.

(2) Where this contract is terminated by the Insurer:

(a) the Insurer shall refund the excess premium actually paid by the Insured over the *pro rata* premium for the expired time, but in no event, shall the *pro rata* 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 contract is terminated by the Insured, the Insurer 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 by cheque payable at par.

(5) The 15 days mentioned in clause (a) of subcondition (1) 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.

6. Requirements After Loss

(1) Upon the occurrence of any loss or damage to the insured property, the Insured shall, if such loss or damage is covered by the contract, in addition to observing the requirements of conditions 9, 10 and 11:

(a) forthwith give notice thereof in writing to the Insurer.

(b) deliver as soon as practicable to the Insurer 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, cost, 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 insurance 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 the contract.

(vii) showing the place where the property insured was at the time of loss.

(c) if required give a complete inventory of undamaged property and showing in detail quantities, cost, actual cash value.

(d) 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 clauses (c) and (d) of subparagraph (1) of this condition shall not be considered proofs of loss within the meaning of conditions 12 and 13.

7. Fraud

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

8. 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 the contract 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.

9. Salvage

(1) The Insured, in the event of any loss or damage to any property insured under the contract, shall take all reasonable steps to prevent further damage to any 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 Insurer shall contribute *pro rata* towards any reasonable and proper expenses in connection with steps taken by the Insured and required under subparagraph (1) of this condition according to the respective interests of the parties.

10. Entry, Control, Abandonment

After any loss or damage to insured property, the Insurer shall have 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 Insurer shall not be entitled to the control or possession of the insured property, and without the consent of the Insurer there can be no abandonment to it of insured property.

11. 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 Saskatchewan Insurance Act* before there can be any recovery under this contract whether the right to recover on the contract 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.

12. When Loss Payable

The loss shall be payable within 60 days after completion of the proof of loss, unless the contract provides for a shorter period.

13. Replacement

(1) The Insurer, instead of making payment, may repair, rebuild, or replace the property damaged or lost, giving written notice of its intention so to do within 30 days after receipt of the proofs of loss.

(2) In that event the Insurer shall commence to so repair, rebuild, or replace the property within 45 days after receipt of the proofs of loss, and shall thereafter proceed with all due diligence to the completion thereof.

14. Action

Every action or proceeding against the Insurer for the recovery of any claim under or by virtue of this contract shall be absolutely barred unless commenced within 2 years next after the loss or damage occurs.

15. Notice

Any written notice to the Insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the Insurer in the province; and written notice may be given to the Insured named in the contract by letter personally delivered to him or by registered mail addressed to him at his latest post office address as notified to the Insurer; and in this condition, the expression **registered** means registered in or outside Canada.

Privacy: Our Commitment

Thank you for choosing SGI CANADA.

At SGI CANADA we value our customers and take your privacy seriously. During the course of business with you, our brokers or we may ask for personal information so we can serve you better. You can rest assured that we'll protect and respect your personal information and privacy – from the time we first collect the information until it is disposed of. After all, SGI CANADA's business is built on your trust.

Our commitment to you is to collect only the information we need to conduct your business and to adhere to industry best practices in handling and protecting your personal information.

Protecting your privacy is important to us at SGI CANADA.

If you want to:

— access your personal information or have your information corrected.

— change your consent with respect to how we collect, use or disclose your personal information.

— file a complaint about our privacy policies or the manner in which we've handled your personal information.

— inquire about any other privacy questions or concerns.

Please contact:

SGI CANADA Chief Privacy Officer
2260 – 11th Ave.
Regina, Sask. S4P 0J9
Phone: 1-800-667-8015
E-mail: privacyofficer@sgi.sk.ca

If you're not satisfied with the outcome of an inquiry or complaint handled by SGI CANADA's Chief Privacy Officer, you may address your concerns to:

Office of the Saskatchewan Information and Privacy Commissioner
503 – 1801 Hamilton St.
Regina, Saskatchewan, S4P 4B4
Phone: 306-787-8350
Toll free within Saskatchewan: 1-877-748-2298
Fax: 306-798-1603
www.oipc.sk.ca

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Please visit our website at www.sgicanada.ca/sk

Ask your broker.

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