



## COMPREHENSIVE HOMEOWNERS POLICY

The policy consists of these wordings, the Certificate of Property Insurance which contains information that is unique to your insurance policy and other forms that may need to be attached to complete your package coverage. Together, these represent the legal contract of indemnity that exists between you and us. This policy contains various exclusions which eliminate or restrict coverage. Please read it carefully.

### INSURING AGREEMENT

We provide the insurance described in this policy in return for payment of the premium and subject to the terms and conditions set out.

All amounts of insurance, premiums and other amounts as expressed in this policy are in Canadian currency.

The Certificate of Property Insurance summarizes the Insurance coverage you have selected and the premiums, limits, amounts and deductibles that apply to them. Among other things, the Certificate of Property Insurance also identifies the policyholder, the policy term and any Endorsements that apply to your Insurance Coverage.

Only losses that occur within the policy term shown on the Certificate of Property Insurance will be covered under this policy. There will be no coverage for any loss that occurred or was in progress prior to the policy period inception date or after the policy period expiry date shown on the Certificate of Property Insurance.

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

If during the term of this policy we change the insurance of the kind provided by this policy to provide more coverage at no additional cost, you will automatically benefit from that change at no increase in premium.

This form consists of three Sections:

**SECTION I** describes the insurance on your property. It also includes additional living expenses and/or fair rental value in certain circumstances.

**SECTION II** describes the insurance for your legal liability for bodily injury to others or damage to property of others arising out of your premises or your personal actions. It also includes benefits following injury and damage to property of others in certain other circumstances.

**SECTION III** describes the OPTIONAL COVERAGES you have purchased for an additional premium.

### SECTION I - PROPERTY COVERAGES

#### DEFINITIONS

**"Actual Cash Value"** means various factors shall be considered in the determination of actual cash value. Such factors shall include but are not limited to replacement cost less any depreciation and market value. In determining depreciation consideration shall be given to the condition of the property immediately before the loss or damage, the resale value, the normal life expectancy of the property and obsolescence.

**"Business or Business Pursuit"** means any continuous, regular or occasional activity of any kind undertaken for financial gain, and includes a trade, profession or occupation. However, the following business uses by you are permitted without being stated on the Certificate of Property Insurance:

1. school, if not more than three students are under instruction at any one time;
2. babysitting or daycare, provided a license for such daycare or babysitting is not required by provincial by-law as per the province shown on the Certificate of Property Insurance;
3. storage of merchandise, providing the total value of such merchandise does not exceed \$2,500.

**"Business Property"** means property of any description related to a business pursuit conducted on the premises or elsewhere.

**"Cash Cards"** means cards designed to store a cash value by electronic means for use as a mode of payment, without a personal identification number and without direct access to a bank or other account.

**"Civil Authority"** means any person acting under the authority of the Governor General in Council of Canada or the Lieutenant Governor in Council of a Province, and/or any person acting with authority under a Federal, Provincial or Territorial legislation with respect to the protection of persons and property in the event of an emergency.

**"Data"** means representations of information or concepts, in any form.

**"Data Problem"** means:

1. erasure, destruction, corruption, misappropriation, misinterpretation of data;
2. error in creating, amending, deleting or using; or
3. inability to receive, transmit or use data.

**"Data Recovery"** means services performed by a professional for the process of salvaging electronic data from damaged hard drive(s) installed in your personal computer.

**"Data Recreation"** means services performed by a professional to manually recreate electronic data stored on damaged hard drive(s) installed in your personal computer.

**"Domestic Water Container"** means a device or apparatus for personal use on the premises for containing, heating, chilling or dispensing water.

**"Dwelling"** means the Building described in the Certificate of Property Insurance, wholly or partially occupied by you as a private residence.

**"e-bike (electric bike)"** means a power assisted bicycle that meets the federal and provincial definitions of a power assisted bicycle and is incapable of attaining speeds higher than 32 km/h on level ground.

**"Flood"** means waves, tides, tidal waves, tsunamis, or the rising of, the breaking out or the overflow of, any body of water, whether natural or man-made.

**"Fungi"** includes, 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, vapor 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 and in underground streams, and percolating waters.

**"Ice Damming"** means the buildup of ice and water on the roof, or within the eaves trough and downspout system, caused by repeated thawing and freezing of ice and snow within the eaves trough and downspout system.

**"Insured"** means the person(s) named as Insured on the Certificate of Property Insurance and, while living in the same household:

1. his or her spouse;
2. the relatives of either; and
3. any person under the age of 21 in their care.

In addition, a student who is enrolled in and actually attends a school, college or university and who is dependent on the Named Insured or his or her spouse for support and maintenance is also insured even if temporarily residing away from the principal residence stated on the Certificate of Property Insurance.

Only the person(s) named on the Certificate of Property Insurance may take legal action against us.

"**Premises**" means the land contained within the lot lines on which the dwelling is situated.

"**Replacement Cost**" means the cost, on the date of the loss or damage, of the lower of:

1. repairing the property with materials of similar kind and quality; or
2. new articles of similar kind, quality and usefulness;

without any 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 or duties of a similar nature for you. This does not include contractors or sub-contractors. It also does not cover persons while performing duties in connection with your business.

"**Renewable Energy Equipment**" means solar panels and wind turbines and their apparatus permanently installed on your premises used for the generation, transmission or utilization of mechanical or electrical power.

#### "Specified Perils"

Subject to the exclusions and conditions in this policy, Specified Perils mean:

1. fire;
2. lightning;
3. explosion;
4. smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the premises;
5. a falling object which strikes the exterior of the building;
6. impact by aircraft, watercraft, or land vehicle;
7. riot;
8. vandalism or malicious acts, not including loss or damage caused by theft or attempted theft;
9. water damage meaning damage caused by:
  - a. the sudden and accidental escape of water from a watermain;
  - b. the sudden and accidental escape of water or steam from within a plumbing, heating, sprinkler, air conditioning system or domestic water container, which is located inside your dwelling;
  - c. the sudden and accidental escape of water from a domestic water container located outside your dwelling. However, such damage is not covered when the escape of water is caused by freezing;
  - d. water which enters your dwelling through an opening which has been created suddenly and accidentally by a peril not otherwise excluded;
  - e. the backing up or escape of water from an eaves trough or down spout, or by ice damming, provided the water has not entered through a basement or foundation wall;
10. windstorm or hail, including loss or damage caused by weight of ice, snow, or sleet. This peril does not include loss or damage to your personal property within a building, caused by windstorm, hail or coincidental rain damage unless the storm first creates an opening in the building;
11. transportation meaning loss or damage to your personal property, caused by collision, upset, overturn, derailment, stranding or sinking of any motorized vehicle or attached trailer in which the insured property is being carried. This would also apply to any conveyance of a common carrier, but does not include loss or damage to property in a vacation or home trailer which you own. Watercraft, their furnishings, equipment or motors are also not covered.

"**Secured Storage Facility**" means, a building designed specifically for storage that is locked and has 24 hour security monitoring.

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

"**Spouse**" means either of two persons who are married to each other or who have together entered into a marriage that is voidable or void, or either of two persons who are living together in a conjugal relationship outside marriage and have so lived together continuously for a period of 3 years or, if they are the natural or adoptive parents of a child, for a period of 1 year.

"**Surface Waters**" means water on the surface of the ground where water does not usually accumulate in ordinary watercourses, lakes or ponds.

"**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.

"**Under Construction**" means

1. For construction of a new dwelling building or detached private structure:

The period of time commencing from the date site preparation is initiated and continuing through, excavation, laying of foundations and the assembly of components, concluding when the dwelling building/detached private structure is completed and ready for occupancy.
2. For alterations or repairs to existing dwelling buildings or detached private structures:

The period of time during any alterations or repairs involving:

- a) site preparation;
- b) demolition;
- c) laying of foundations;
- d) removal or weakening of any structural support; or
- e) the opening of an exterior wall or roof component that extends beyond 48 consecutive hours.

The period of construction commences from the date the alterations or repairs are initiated and continues until such time as all interior fixtures are installed with all exterior finishes and finished carpentry completed.

If the premises is unoccupied during the period of construction, the dwelling building or detached private structure is considered under construction until the occupants have taken up residency even if the alterations or repairs have been completed.

"**Vacant**" refers to the circumstance where, regardless of the presence of furnishings:

1. all occupants have moved out with no intention of returning and no new occupant has taken up residence; or
2. in the case of a newly constructed dwelling, no occupant has yet taken up residence.

"**Watermain**" means a pipe forming part of a water distribution system which conveys consumable water but not wastewater.

"**We**", "**us**" or "**our**" means the company providing this insurance.

"**You**" or "**your**" refers to the insured.

## COVERAGE

The amounts of insurance are shown on the Certificate of Property Insurance.

### Coverage A - Dwelling Building

We insure:

1. The principal dwelling and attached structures.
2. Permanently installed outdoor equipment on the premises.
3. Outdoor swimming pool and attached equipment on the premises.
4. Materials and supplies located on or adjacent to the premises intended for use in construction, alteration or repair of your dwelling or detached private structures on the premises. We insure against the peril of theft, only when your dwelling is completed and ready to be occupied.

### Extensions of Coverage

#### Tear Out

If any walls, ceilings or other parts of insured buildings or structures must be torn apart before water damage coverage covered by this form can be repaired we will pay the cost of such work and its restoration.

The cost of tearing out and replacing property to repair damage to outdoor swimming pools, public watermains or sewers is not insured.

#### Building Fixtures and Fittings

You may apply up to 10% of the amount of insurance on your dwelling to insure building fixtures and fittings temporarily removed from the premises for repair or seasonal storage.

#### Outdoor Trees, Plants, Shrubs and Lawns

You may apply up to 5% in total of the amount of insurance on your dwelling to trees, plants, shrubs and lawns on your premises. We will not pay more than \$1,000 for any one tree, plant or shrub including debris removal expenses. We will not pay more than \$1,000 for grass including debris removal expenses.

We insure these items against loss caused by fire, theft, lightning, explosion, impact by aircraft, watercraft, or land vehicle, riot, vandalism and malicious acts. We do not insure items or lawns grown for commercial purposes.

### Coverage B - Detached Private Structures

We insure structures or buildings on your premises separated from the dwelling by a clear space but not insured under Coverage A. If they are connected to the dwelling by a fence, utility line or similar connection only, they are considered to be private detached structures.

### Coverage C - Personal Property

1. We insure the contents of your dwelling and other personal property you own, wear or use while on your premises which is usual to the ownership or maintenance of a dwelling.

If you wish, we will include uninsured personal property of others while it is on that portion of your premises which you occupy but we do not insure property of roomers or boarders who are not related to you.

We do not insure loss or damage to:

- a. motorized vehicles or their equipment (except for lawn mowers, other gardening equipment, snow blowers, wheelchairs, scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability, electric personal mobility assistive devices, watercraft other than personal watercraft powered by a jet-pump propulsion system, e-bikes and golf carts);
- b. camper units, truck caps, trailers, or their equipment;
- c. aircraft or their equipment.

Equipment includes audio, visual, recording, or transmitting equipment powered by the electrical system of a motor vehicle or aircraft. Equipment does not include spare automobile parts.

2. We insure your personal property while it is temporarily away from your premises, anywhere in the world. However, personal property normally kept at any other location you own or rent is not insured.

If you wish, we will include uninsured personal property belonging to others while it is in your possession or belonging to a residence employee travelling for or with you.

Personal property stored in a secured storage facility is insured for a period of 30 days only, from the date the property was first stored. We will continue coverage beyond that period for the peril of theft only.

3. We insure the personal property of a student, who is insured by this policy but is temporarily residing away from home for the purpose of attending a school, college or university, for an amount not exceeding \$10,000.

4. We insure the personal property of your spouse, your father or mother or your spouse's father or mother who are living in a nursing home or a home for the aged, but who are in your legal custody, for an amount not exceeding \$5,000.

5. We insure the personal property of physically or mentally challenged persons, who are legally in your custody, while residing in a facility designed for the care of such persons up to \$5,000.

### Extensions of Coverage

#### Change of Temperature

We insure your personal property damaged by change of temperature resulting from physical damage to your dwelling or equipment by an Insured Peril. This only applies to personal property kept in the dwelling.

#### Moving to Another Home

We insure your personal property while in transit to and at another location within Canada which is to be occupied by you as your principle residence. Coverage applies for 30 consecutive days commencing on the date personal property is removed from your principle residence, but not beyond the date the policy expires or is terminated. This coverage does not increase the amounts of insurance.

### Special Limits of Insurance

We insure:

1. Books, tools and instruments pertaining to a business, profession or occupation but only while on your premises for an amount up to \$2,500 in total. Other property used for business is not insured, including samples and goods held for sale.
2. Securities up to \$5,000 in total.
3. Money including cash cards or bullion, up to \$500 in total.
4. Garden type tractors and snow removal equipment including attachments and accessories up to \$10,000 in total.

5. Watercraft, their trailers, furnishings, equipment, accessories and motors up to \$2,500 in total, but we do not insure personal watercraft powered by a jet-pump propulsion system.
6. Spare automobile parts up to \$250 for any one item, \$1,000 in total.
7. Animals, birds or fish up to \$2,500 in total.
8. We insure your Personal Property while contained in a safety deposit box in a Bank or Trust Company, up to \$10,000 in total.
9. Golf carts up to \$5,000 in total.
10. Renewable Energy Equipment for an amount not exceeding \$5,000 in total.

**The following special limits of insurance do not apply to any claim caused by a Specified Peril:**

11. Jewellery, watches, gems, fur garments and garments trimmed with fur up to \$6,000 in total.
12. Numismatic property (such as coin collections) up to \$500 in total.
13. Manuscripts, stamps and philatelic property, (such as stamp collections) up to \$2,000 in total.
14. Each bicycle, tricycle, unicycle or e-bike and its equipment and accessories up to \$1,000 each.
15. Collectibles, such as sports cards, sports memorabilia and comic books up to \$5,000 per loss.
16. Golfing equipment and accessories, except golf carts, up to \$3,000 in total, while the golfing equipment is away from your premises.
17. Works of art, such as paintings, photographs, drawings etchings, prints and lithographs, including their frames, sculptures, statuary and antiques, and hand-made rugs and tapestries up to \$15,000 per item and up to a maximum of 15% of Coverage C as shown on the Certificate of Property Insurance for all items.
18. We insure your wine or spirits on the premises, for replacement cost against all risk of direct physical loss or damage subject to the terms and conditions of this form, for an amount up to a maximum of 10% of Coverage C as shown on the Certificate of Property Insurance. Such property is also covered while away from the premises for an amount up to a maximum of 1% of Coverage C as shown on the Certificate of Property Insurance, but this limit of insurance does not apply when the wine is stored in the cellars of a wine club or similar location.

### Coverage D - Additional Living Expense

The amount of insurance for Coverage D is the total amount for any one or a combination of the following coverages. The periods of time stated below are not limited by the expiration of the policy.

1. **Additional Living Expense.** If, as a result of damage by a peril not otherwise excluded your dwelling is unfit for occupancy, or you have to move out while repairs are being made, we insure any necessary increase in living expenses, including moving expenses incurred by you, so that your household can maintain its normal standard of living. Payment shall be for the reasonable time required to repair or rebuild your dwelling or, if you permanently relocate, the reasonable time required for your household to settle elsewhere.
2. **Fair Rental Value.** If a peril not otherwise excluded makes that part of the dwelling or detached private structures rented to others or held for rental by you unfit for occupancy, we insure its Fair Rental Value. Payment shall be for the reasonable time required to repair or replace that part of the dwelling or detached private structures rented or held for rental. Fair Rental Value shall not include any expense that does not continue while that part of the dwelling or detached private structures rented or held for rental is unfit for occupancy.
3. **Prohibited Access.** If a civil authority prohibits access to your dwelling:
  - a. as a direct result of damage to neighbouring premises by a peril not otherwise excluded under this form, we insure any resulting Additional Living Expense and Fair Rental Value loss for a period not exceeding 2 weeks; or
  - b. by order for mass evacuation as a direct result of a sudden and accidental event within Canada or the United States of America, we insure any resulting necessary and reasonable increase in living expense to a maximum of \$2,500 incurred by you for the period access is prohibited, not exceeding 30 days from the date of the order of evacuation.

You are not insured for any claim arising from evacuation resulting from:

    - i. flood;
    - ii. earthquake;

- iii. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
- iv. Terrorism or 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 such loss or damage;
- v. any nuclear incident as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute, or any law amendatory thereof or nuclear explosion, except for ensuing loss or damage which results directly from fire, lightning or explosion of natural, coal or manufactured gas;
- vi. contamination by radioactive material.

This coverage does not increase the amounts of Insurance for Coverage D, Additional Living Expense.

We do not insure the cancellation of a lease or agreement.

#### **SPECIAL COVERAGE FEATURES**

In addition to the insurance provided by the Property Coverages, your policy provides these Special Coverage Features, subject to the terms and conditions set out.

#### **By-Laws Coverage**

The Insurance provided by Coverages A and B under Section I of this policy is, without increasing the amount of insurance, extended for an amount not exceeding the limit specified for the By-Laws Form as stated on the Certificate of Property Insurance, to provide the following coverage at the location specified and only as a result of an insured peril:

1. loss occasioned by the demolition of any undamaged portion of the buildings or structures, or
2. the cost of demolishing, and clearing the site of any undamaged portion of the buildings or structures, or
3. any increase in the cost of repairing, replacing, constructing or reconstructing the buildings or structures on the same site or on an adjacent site, of like height, floor area and style, and for like occupancy,

arising from the enforcement of the minimum requirements of any by-law, regulation, ordinance or law which:

1. regulates zoning or the demolition, repair or reconstruction of damaged buildings or structures; and
2. is in force at the time of such loss or damage.

You are not insured against:

- (1) the enforcement of any by-law, regulation, ordinance or law which prohibits the Insured from rebuilding or repairing on the same site or an adjacent site or prohibits continuance of like occupancy;
- (2) the enforcement of any by-law, regulation, ordinance or law which could apply in absence of a loss.

The deductible applies to this Coverage Feature.

#### **Credit Card, Automated Teller Card, Forgery and Counterfeit Money Coverage**

We will pay for:

1. Your legal obligation to pay because of the theft or unauthorized use of credit cards issued to you or registered in your name provided you have complied with all of the conditions under which the card was issued;
2. loss caused by the theft of your automated teller card provided you have complied with all of 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 paper currency.

We do not cover loss caused by the use of your credit card or automated teller card by a resident of your household or by a person to whom the card has been entrusted.

The most we will pay under this coverage during the term of this policy is \$5,000.

This Coverage Feature is not subject to a deductible.

#### **Debris Removal**

We will pay the cost of removing from your premises the debris of property insured which results from loss or damage insured by this form.

If the amount payable for loss, including expense for debris removal, is greater than the amount of insurance an additional 5% of that amount will be available to cover debris removal expense.

The deductible applies to this Coverage Feature.

#### **Fire Department Charges**

We will reimburse you for fire department charges incurred for attending your premises to save or protect insured property from loss or damage or further loss or damage, insured against by this form.

This Coverage Feature is not subject to a deductible.

#### **Frozen Food Protection**

We will pay for loss or damage to food while contained in a freezer located on your premises caused by the accidental interruption of electrical power on or off the premises or by mechanical breakdown of the freezer. This coverage includes damage to the freezer when it is due to the insured food spoilage and also reasonable expenses incurred by you to save and preserve the food from spoilage while your freezer is being repaired.

We do not insure:

1. loss from spoilage caused by the operation of an electrical circuit breaker or fuse or by accidental or intentional disconnection of the power supply in the building containing the freezer;
2. expenses incurred in the acquisition of frozen food.

This Coverage Feature is not subject to a deductible.

#### **Inflation Guard**

We will increase the limits of insurance stated on the Certificate of Property Insurance for Coverages A, B C and D by amounts which are solely attributable to the inflation increase since the inception date of this policy, the latest renewal or anniversary date or from the date of the most recent change to the amounts of insurance shown on the Certificate of Property Insurance, whichever is the latest.

On renewal or anniversary date, we will automatically increase the amounts of insurance shown on the Certificate of Property Insurance under Section I by amounts which are solely attributable to the inflation increase since the inception date of this policy or the latest renewal or anniversary date.

#### **Lock Replacement**

If your exterior door keys are lost or stolen, your policy provides up to \$500 to re-key your locks or to replace them if it is not possible to re-key them. You must notify us within 72 hours of the discovery of the keys being lost or stolen.

This Coverage Feature is not subject to a deductible.

#### **Mortgage Rate Protector**

Should your dwelling be rendered a total loss by a peril not otherwise excluded your mortgagor may have the right to call in your mortgage loan, making it necessary for you to arrange a new loan. If your new mortgage loan bears a higher rate of interest than the old one, we will pay:

1. the extra cost of your loan repayments on the balance of your outstanding mortgage, calculated as the difference between the old and the new payment amounts, each month until the maturity date of the original mortgage agreement; and
2. legal fees you incurred to obtain the new mortgage, but we will not pay for other costs such as judgments or service charges.

The payments provided by this Feature:

- a. are in addition to the amount of insurance shown for Coverage A on the Certificate of Property Insurance; and
- b. will cease on the date you relinquish title to or your interest in your dwelling.

Where found in this Feature, the words "total loss" mean that the total cost of insured loss or damage equals or exceeds the amount shown for Coverage A on the Certificate of Property Insurance.

This Coverage Feature is not subject to a deductible.

#### **Personal Records Stored in a Personal Computer**

We will pay for data recovery of personal records lost because of a peril not otherwise excluded. To the extent that data recovery of personal records is not possible, we will pay for data recreation.

Coverage under this feature is limited to a maximum of \$3,000.

The deductible applies to this Coverage Feature.

#### **Property Removed**

If you must remove insured property from your premises to protect it from loss or damage that is covered by this policy, it is insured by this form for 90 consecutive days or until your policy term ends - whichever occurs first. The amount of insurance will be divided in the proportions that the value of the property removed bears to the value of all insured property at the time of loss.

The deductible applies to this Coverage Feature.

## Reward Coverage

We will pay up to \$1,000 to any individual or organization for information leading to the arrest and conviction of any person(s) who robs from any person insured under this policy or steals, vandalizes, burglarizes or commits arson to any insured property. Regardless of the number of persons providing information, payment will not exceed \$1,000 in total.

This Coverage Feature is not subject to a deductible.

## Notice to Authorities

Where loss or damage is, or is suspected to be, due to malicious acts, burglary, robbery, theft or attempted theft, you must give immediate notice of such loss to the police or other law enforcement agency having jurisdiction.

## Insured Perils

*You are insured against all risks of direct physical loss or damage subject to the exclusions and conditions in this form.*

## Exclusions – Section 1

### Property not insured:

1. buildings or structures used in whole or in part for business or farming purposes;
2. retaining walls, unless the damage is caused by fire, lightning, impact by watercraft, land vehicle or aircraft, vandalism and malicious acts;
3. sporting equipment where the loss or damage is due to its use;
4. animals, birds or fish unless the loss or damage is caused by a Specified Peril, other than impact by aircraft, watercraft or land vehicle;
5. property at any fairground, exhibition or exposition for the purpose of exhibition or sale;
6. any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
7. any property illegally acquired, used, kept, stored, imported or transported or any property subject to forfeiture;
8. evidences of debt or title;
9. loss or damage to wine or spirits caused by
  - a. breakage
  - b. spoilage

### Loss or damage not insured:

10. scratching, abrasion or chipping of any personal property or breakage of any fragile or brittle articles unless caused by a Specified Peril, accident to a land vehicle, watercraft or aircraft, or theft or attempted theft;
11. wear and tear, deterioration, defect or mechanical breakdown;
12. inherent vice or latent defect;
13. the cost of making good:
  - a. faulty or improper material;
  - b. faulty or improper workmanship; or
  - c. faulty or improper design.

This exclusion does not apply to loss or damage caused directly by a resultant peril not otherwise excluded in this form.
14. a. data; or
  - b. loss or damage caused directly or indirectly by a data problem. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage except you are still insured for ensuing loss or damage caused directly by fire, explosion, smoke or water damage, all as described Specified Perils.

### Nor do we insure loss or damage:

15. caused by rust or corrosion, wet or dry rot, or fungi or spores;
16. resulting directly from settling, expansion, contraction, moving, bulging, buckling or cracking except resulting damage to building glass;
17. occurring after your dwelling has, to your knowledge, been vacant for more than 30 consecutive days;
18. caused directly or indirectly by:
  - a. any nuclear incident as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute, or any law amendatory thereof or nuclear explosion, except for ensuing loss or damage which results directly from fire, lightning or explosion of coal, natural or manufactured gas; or
  - b. contamination by radioactive material;

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

19. caused directly or indirectly by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.
20. 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". This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect. This exclusion does not apply to ensuing loss or damage which directly results from fire or explosion of natural, coal or manufactured gas;
21. resulting from an intentional or criminal act or failure to act by:
  - a. any person insured by this policy;
  - b. any other person at the direction of any person insured by this policy; or
  - c. any tenant, tenants' guests, boarder or employee, or any member of the tenants' household;
  - (1) This exclusion applies only to the claim of a person:
    - (i) whose act or omission caused the loss or damage,
    - (ii) who abetted or colluded in the act or omission,
    - (iii) who consented to the act or omission and knew or ought to have known that the act or omission would cause the loss or damage
  - (2) A person to whom this exclusion does not apply
    - (i) must co-operate with us in respect of the investigation of the loss or damage, including, without limitation,
      - by submitting to an examination under oath, if requested by us
      - by producing for examination at a reasonable time and place designated by us, documents specified by us that relate to the loss or damage and
      - by permitting extracts and copies of such documents to be made, all at reasonable place and time designated by us.
    - (ii) cannot recover more than their proportionate interest in the lost or damage property.
22. from the part of the dwelling rented to others caused by theft or attempted theft by any tenant, tenant's employee or member of the tenant's household;
23. arising directly or indirectly from the growing, manufacturing, processing, storing, possession or distribution by anyone of any drug, narcotic or illegal substances or items of any kind. This includes any alteration of the premises to facilitate such activity, whether or not you have any knowledge of such activity. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
24. to personal property undergoing any process involving the application of heat, or while being worked on, where the damage results from such process or work, but resulting damage to other property is insured;
25. caused by animals owned by you or in your care, custody or control;
26. caused by birds, vermin, skunks, rodents, (other than raccoons and squirrels), bats or insects, except loss or damage to building glass;
27. caused by smoke from agricultural smudging or industrial operations;
28. caused directly or indirectly by snowslide, earthquake, landslide, mudflow or any other earth movement. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage except you are still insured for ensuing loss or damage which directly results from fire or explosion;
29. caused by vandalism or malicious acts or glass breakage occurring while your dwelling is under construction or vacant even if permission for construction or vacancy has been given by us;
30. resulting from a change in ownership of property that is agreed to even if that change was brought about by trickery or fraud;
31. caused by or resulting from contamination or pollution, or the release, discharge or dispersal of contaminants or pollutants, unless the loss or damage resulted from the sudden and accidental bursting or overflowing of your domestic fixed fuel oil tank, apparatus or pipes;

We do not insure loss or damage:

- a. to sewers;
  - b. caused by continuous or repeated leakage or seepage;
  - c. occurring while the dwelling is under construction or vacant, even if we have given permission for construction or vacancy;
32. caused by theft or attempted theft of property in or from a dwelling under construction, or of materials and supplies for use in the construction, until the dwelling is completed and ready to be occupied;
33. to an outdoor swimming pool or equipment attached to a public watermain, caused by water escape, rupture or freezing;
34. caused directly or indirectly by continuous or repeated seepage or leakage of water. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
35. caused directly or indirectly by flood, surface water, spray, storm surge, ice or waterborne objects, all whether driven by wind or not. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, unless the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached;
36. caused directly or indirectly by water except as defined in Specified Perils; but we do not insure loss or damage:
- a. caused by the backing up or escape of water from a sewer, sump or septic tank, retention tank, French drain or water leader;
  - b. caused by ground water or rising of the water table;
  - c. caused by surface waters;
  - d. to a watermain;
  - e. to a system or domestic water container from which the water escaped;
  - f. caused by shoreline ice build-up or by water-borne ice or other objects, all whether driven by wind or not;
  - g. occurring while the building is under construction or vacant even if we have given permission for construction or vacancy;
  - h. caused by freezing during the usual heating season:
    - i. within a heated portion of your dwelling, if you have been away from your premises more than 4 consecutive days; but you will still be insured if any of the following precautions have been taken:
      - arranged for a competent person to enter your dwelling each day you were away, to ensure that heating was being maintained; or
      - shut off the water supply and had drained all the pipes and domestic water containers; or
      - if your plumbing and heating system is connected to a monitored alarm station providing 24-hour service;
    - ii. within an unheated portion of your dwelling.

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

#### **BASIS OF CLAIM PAYMENT**

We will pay for insured loss of or damage to the dwelling and detached private structures and personal property as described below up to your financial interest in the property, but not exceeding the applicable amount(s) of insurance for any loss or damage arising out of any one occurrence.

#### **Amounts Not Reduced**

Any payments made for loss or damage will not reduce the amounts of insurance provided by this policy.

#### **Actual Cash Value**

The Actual Cash Value will take into account such things as the cost of replacement less any depreciation, and in determining depreciation we will consider the condition immediately before the damage, the resale value and the normal life expectancy.

#### **Deductible**

We are responsible only for the amount by which the loss or damage covered by this policy of insurance exceeds the amount of the deductible shown on the Certificate of Property Insurance in any one occurrence. If your claim exceeds

\$25,000, and the applicable deductible amount on the Certificate of Property Insurance is \$1,000 or less, the deductible will not apply to your claim.

If your claim involves personal property on which the Special Limits of Insurance apply, the limitations apply to losses exceeding the deductible amount.

#### **Dwelling and Detached Private Structures**

If you repair or replace the damaged or destroyed building on the same location with a building of the same occupancy constructed with materials of similar quality within a reasonable time after the damage we will pay the cost of repairs or replacement (whichever is less) without deduction for depreciation.

If you do not repair or replace we will pay the actual cash value of the damage on the date of occurrence.

#### **Guaranteed Replacement Cost on Dwelling Buildings**

If Guaranteed Replacement cost is indicated in the Certificate of Property Insurance, we will pay the cost of repairs or replacement even if it is more than the amount of insurance for Coverage A, provided:

1. the amount of insurance for Coverage A shown on the Certificate of Property Insurance:
  - a. on the inception date of the policy; or
  - b. the most recent renewal date; or
  - c. the increased amount under the inflation protection coverage on the date the increase took effect was not less than 100% of the cost to replace the dwelling building, as determined by a valuation guide acceptable to us;
2. the amount of insurance applicable to Coverage A has not been reduced below the amount determined by the valuation guide; and
3. you notified us within 30 days of the start of the work if any improvement, extension or addition has been made to your dwelling where the value of such improvement, extension or addition exceeds \$10,000.
4. you repair or replace the damaged or destroyed building on the same location with a building of the same occupancy constructed with materials of similar quality within a reasonable time after the damage.

In determining the cost of repairs or replacement we will not pay or include the increased costs of repair or replacement due to the operation of any law regulating the zoning, demolition, repair or construction of buildings and their related services.

#### **Insurance Under More Than One Policy**

If you have insurance on specifically described property, this policy will be considered excess insurance and we will not pay any loss or claim until the amount of such other insurance is used up.

In all other cases, we will pay our ratable proportion of the loss or claim under this policy.

#### **Personal Property**

1. For electronic media we will pay the cost of reproduction from duplicates or from originals of the previous generation of the media. We will not pay the cost of gathering or assembling information or data for reproduction.
2. For other records, including books of account, drawings or card index systems, we will pay the cost of blank books, pages, cards or other materials plus the cost of actually transcribing or copying the records.
3. We will pay on the basis of replacement cost for all other personal property except:
  - a. articles that cannot be replaced with new articles because of their inherent nature, including antiques, fine arts, paintings and statuary;
  - b. articles for which their age or history substantially contributes to their value, such as memorabilia, souvenirs, and collectors items;
  - c. property that has not been maintained in good or workable condition;
  - d. property that is no longer used for its original purpose;for which we will pay only on the basis of actual cash value.

Replacement cost means the cost, on the date of the loss or damage, of the lower of:

1. repairing the property with materials of similar kind and quality; or
2. new articles of similar kind, quality and usefulness;

without any deduction for depreciation.

We will pay on the basis of replacement cost only if the property lost or damaged is repaired or replaced as soon as reasonably possible. Otherwise we will pay on the basis of actual cash value.

You may choose payment on the basis of actual cash value initially. If you later decide to replace any destroyed or stolen property you may make an additional

claim for the difference between the actual cash value and replacement cost basis within 180 days after the date of loss.

For personal property described under "special limits of insurance" we will not pay more than the applicable limit under either the replacement cost or actual cash value basis.

### Single Limit of Insurance

If:

1. a single event or occurrence results in loss or damage which is insured under more than one of Coverages A, B, C and D, and
2. Single Amount of Insurance appears on the Certificate of Property Insurance, and
3. the Guaranteed Replacement Cost on Dwelling Buildings provision does not apply,

the amount of insurance available to cover such insured loss or damage will be the total of the individual amounts for Coverages A, B, C and D.

If the Guaranteed Replacement Cost on Dwelling Buildings provision applies to your claim under Coverage A, the maximum amount of insurance available for insured loss or damage under Coverages B, C and D will be the total of the individual amounts for those Coverages.

### CONDITIONS

The following conditions apply to the coverage provided by Section I of this policy.

#### Pair and Set

In the case of loss or damage to any article(s) which is (are) part of a set the measure of loss of or damage to such article(s) will be a reasonable and fair proportion of the total value of the set, but in no event will such loss or damage be construed to mean total loss of the set.

## SECTION II INSURANCE OF YOUR LIABILITY TO OTHERS

### Definitions

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

"**Business or Business Pursuit**" means any continuous, regular or occasional activity of any kind undertaken for financial gain, and includes a trade, profession or occupation. However, the following business uses by you are permitted without being stated on the Certificate of Property Insurance:

1. school, if not more than three students are under instruction at any one time;
2. babysitting or daycare, provided a license for such daycare or babysitting is not required by provincial by-law as per the province shown on the Certificate of Property Insurance.

"**Business Property**" means property on which a business is conducted, property rented in whole or in part to others, or held for rental.

"**Dwelling**" in this Section has the same meaning as in Section I.

"**Insured**" in this Section has the same meanings as in Section I. In addition, we will insure:

1. any person or organization legally liable for damages caused by a watercraft or animal owned by you, and to which this insurance applies. This does not include anyone using or having custody of the watercraft or animal in the course of any business or without the owner's permission;
2. a residence employee while performing duties in connection with the ownership, use or operation of motorized vehicles and trailers for which coverage is provided in this form;
3. your legal representative having temporary custody of the insured premises, if you die while insured by this form, for legal liability arising out of the premises;
4. any person who is insured by this form at the time of your death and who continues residing on the premises.

"**Legal Liability**" means responsibility which courts recognize and enforce between persons who sue one another.

"**Premises**" means all premises where the person(s) named as Insured on the Certificate of Property Insurance or his or her spouse, maintains a residence, including seasonal and other residences, provided such premises are specifically described on the Certificate of Property Insurance. It also includes:

### Parts

In the case of loss or damage to any part of the insured property consisting, when complete for use, of several parts, we will not pay for more than the insured value of the part lost or damaged, including the cost of installation.

### Permissions Granted

You have our permission under the terms and conditions of this policy to:

1. make alterations, additions and repairs to the dwelling building that you occupy. (You may, however, need to request an increase in your Limits of Insurance.) We must be notified within 30 days of the commencement of any addition, extension or improvement that may increase the full Replacement cost of the Dwelling Building by \$10,000 or more.
2. store and use reasonable and normal quantities of fuel oil, gasoline, benzene, naphtha or other similar materials.

### Statutory Conditions

All of the conditions set out under the title Statutory Conditions apply with respect to all of the perils insured under Section I except that these conditions may be modified or supplemented by the provisions of the said Section I or by forms or endorsements which modify Section I.

### Subrogation

We will be entitled to assume all your rights of recovery against others and bring action in your name to enforce these rights when we make payment or assume liability under this policy. Your right to recover from us is not affected by any release from liability entered into by you prior to loss.

If such action on our part does not fully indemnify both you and us, the amount that we recover will be divided between you and us in the proportions in which the loss or damage has been borne by each of us respectively. The amounts so available for distribution shall be net of the costs of effecting the recovery.

1. premises where you are residing temporarily or which you are using temporarily, as long as you are not:
  - a. the owner of the premises;
  - b. the lessee or tenant of the premises under any agreement which is longer than 90 consecutive days except for students premises described in item 6 below;
  - c. the lessee or renter of a hall or similar entertainment venue used for social events, such as weddings, parties, etc.
2. premises in Canada to be occupied by you as your principal residence from the date you acquire ownership or take possession but not beyond the earliest of:
  - a. 30 consecutive days;
  - b. the date the policy expires or is terminated;
  - c. the date upon which specific liability insurance is arranged for such premises;
3. individual or family cemetery plots or burial vaults;
4. vacant land in Canada you own or rent, other than farm land;
5. land in Canada where an independent contractor is building a one, two or three-family residence to be occupied by you.
6. premises in Canada where a student insured by this policy temporarily resides while attending school.

"**Property Damage**" means:

1. physical damage to, or destruction of, tangible property;
2. loss of use of tangible property.

"**Residence Employee**" in this Section has the same meaning as "Residence Employee" in Section I.

"**You**" or "**your**" in this Section refer to the Insured.

"**We**" or "**us**" in this Section have the same meanings as in Section I.

"**Weekly Indemnity**" means two-thirds of your employee's weekly wage at the date of the accident, but we will not pay more than \$100 per week.

### Coverages

This insurance applies to accidents or occurrences which take place during the period this policy is in force;

## Coverage E - Your Personal Liability Protection

This is the part of the policy you look to for protection if you are sued.

We will pay all sums which you become legally liable to pay as compensatory damages because of unintentional bodily injury or property damage arising out of:

1. your personal actions anywhere in the world;
2. your ownership, use or occupancy of the premises defined in Section II.

The amount of insurance shown on the Certificate of Property Insurance is the maximum amount we will pay for all compensatory damages in respect of one accident or occurrence regardless of the number of insureds against whom claims are made or actions are brought.

Defense, costs and supplementary expense payments as described under "defense, settlement, supplementary payments" are in addition to the amount of insurance.

We do not insure claims made against you arising from:

1. liability you have assumed by contract unless your legal liability would have applied even if no contract had been in force, but we do insure claims made against you for the legal liability of other persons in relation to your premises that you have assumed under a written contract;
2. damage to property owned by an insured;
3. damage to property used, occupied, leased or rented by or in the care, custody or control of an Insured, except for unintentional property damage to premises owned by others, or their contents, which you are using, renting or have in your custody or control caused by fire, explosion, water damage or smoke. This means smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the premises, but not smoke from fireplaces. Water Damage has the same meaning as in Section I;
4. damage to personal property or fixtures as a result of work done on them by you or anyone on your behalf;
5. bodily injury to you or to any person residing in your household other than a residence employee;
6. the personal actions of a named insured who does not reside on the premises described on the Certificate of Property Insurance;
7. liability arising out of premises, other than as herein before defined.

There are other exclusions that apply to all Coverages under Section II. Please refer to "Exclusions - Section II".

## Defence, Settlement Supplementary Payments

If a claim is made against you for which you are insured under Coverage E 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 pay only for the legal counsel we select.

We will also pay:

1. all expenses which we incur;
2. all costs charged against you in any suit insured under Coverage E;
3. any interest accruing after judgment on that part of the judgment which is within the limit of insurance of Coverage E;
4. premiums for appeal bonds required in any insured lawsuit involving you and bonds to release any property that is being held as security, up to the limit of insurance, but we are not obligated to apply for or provide these bonds;
5. expenses which you have incurred for emergency medical or surgical treatment to others following an accident or occurrence insured by this form;
6. reasonable expenses, including actual loss of income up to \$100 per day, which you incur at our request.

## Action Against Us

No suit may be brought against us:

1. 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 which has our consent;
2. more than one year (two years in the Yukon Territories and the Provinces of Ontario and Manitoba) after either the date of an agreement which has our consent or of the final determination of the action against you, including appeals, if any.

## Unauthorized Settlements

You shall not, except at your cost, voluntarily make any payment, assume any obligations or incur expenses, other than first aid expenses necessary at the time of accident.

## Coverage F - Voluntary Medical Payments

We will pay reasonable medical expenses incurred within one year of the date of the accident, if you unintentionally injure another person or if they are accidentally injured on your premises. This coverage is available even though you are not legally liable. Medical expenses include surgical, dental, hospital, nursing, ambulance service and funeral expenses.

The amount of insurance shown on the Certificate of Property Insurance is the maximum amount we will pay for each person in respect of one accident or occurrence.

We will not pay:

1. expenses covered by any medical, dental, surgical or hospitalization plan or law, or under any other insurance contract;
2. your medical expenses or those of persons residing with you, other than residence employees;
3. medical expenses of any person covered by any Workers' Compensation Statute.

There are other exclusions that apply to all Coverages under Section II. Please refer to "Exclusions - Section II".

## Notice of Accident or Occurrence

1. When an accident or occurrence takes place, you must promptly give us notice (in writing if required). The notice must include:
  - a. your name and policy number;
  - b. the time, place and circumstances of the accident;
  - c. the names and addresses of witnesses and potential claimants.
2. If requested by us, you must arrange for the injured person(s) to:
  - a. give us written proof of claim as soon as possible, under oath if required;
  - b. submit to physical examination at our expense by doctors we select as often as we may reasonably require;
  - c. authorize us to obtain medical and other records.

Proofs and authorization may be given by someone acting on behalf of the injured.

No suit may be brought against us until you have fully complied with all the terms of this Coverage.

## Coverage G - Voluntary Payment for Damage to Property

We will pay for unintentional direct damage you cause to property even though you are not legally liable. You may also use this coverage to reimburse others for direct property damage caused intentionally by an Insured, 12 years of age or under.

We do not insure:

1. damage to property owned or rented by an insured or an insured's tenant;
2. damage to property which is insured under Section I;
3. claims resulting from the loss of use, disappearance or theft of property.

There are other exclusions that apply to all Coverages under Section II. Please refer to "Exclusions - Section II".

## Basis of Payment

We will pay whichever is the lower amount of:

1. what it would cost to repair or replace the property with materials of similar quality at the time of loss;
2. the amount of insurance shown on the Certificate of Property Insurance.

We may pay for the loss in money or may repair or replace the property, and may settle any claim for loss of property either with you or the owner of the property. We may take over any salvage if we wish.

1. You must give us a written proof of claim as soon as possible, under oath if required, containing the following information:
  - a. the date, time, place and circumstances of the accident or occurrence;
  - b. the interest of all persons in the property affected.
2. If requested by us you must help us to verify the damage.

No suit may be brought against us until:

1. you have fully complied with all the terms of this Coverage;
2. 60 days after the written proof of claim has been filed with us.



**Coverage H - Voluntary Compensation for Residence Employees**

This coverage is automatically provided for all your occasional residence employees. It will be extended to your permanent residence employees if so stated on the Certificate of Property Insurance.

We offer to pay the benefits described below if your residence employee is injured or dies accidentally while working for you, even though you are not legally liable.

If your residence employee or any person acting on his or her behalf does not accept these benefits or sues you, we may withdraw our offer, but this will not affect your liability insurance.

A residence employee or anyone acting on his or her behalf who accepts these benefits must sign a release giving up any right to sue you. We have the right to recover from anyone, other than you, who is responsible for the residence employee's injury or death.

1. When an accident occurs you must promptly give us notice (in writing if requested by us). The notice must include:
  - a. the identity of the residence employee and the date, time, place and circumstances of the accident;
  - b. names and addresses of witnesses.
2. If requested by us, you must arrange for the injured residence employee to:
  - a. submit to physical examination at our expense by doctors we select as often as we may reasonably require;
  - b. authorize us to obtain medical and other records.

We will not pay benefits:

1. unless your employee was actually performing duties for you when the accident happened;
2. for any hernia injury.

**Schedule of Benefits**

**1. Loss of Life**

If your residence employee dies from injuries received in the accident within the following 26 weeks, we will pay a total of 100 times the weekly indemnity to those wholly dependent upon him or her. If there is more than one dependent the amount will be divided equally among them. This payment is in addition to any benefit for Temporary Total Disability paid up to the date of death.

**2. Temporary Total Disability**

If your residence employee temporarily becomes totally disabled from injuries received in the accident within the following 14 days and cannot work at any job, we will pay weekly indemnity up to 26 weeks while such disability continues. We will not pay for the first 7 days unless the disability lasts for 6 weeks or more.

**3. Permanent Total Disability**

If your residence employee becomes permanently and totally disabled from injuries received in the accident within the following 26 weeks and cannot work at any job, we will pay weekly indemnity for 100 weeks in addition to benefits provided under Temporary Total Disability.

**4. Injury Benefits**

If, as a result of the accident, your residence employee suffers the loss of, or permanent loss of use of any of the following within 26 weeks of the accident, we will pay weekly indemnity for the number of weeks shown.

These benefits will be paid in addition to Temporary Total Disability Benefits but no others.

We will not pay more than 100 weeks in total even if the accident results in loss from more than one item.

<b>FOR LOSS OF:</b>	<b>Number of Weeks</b>
<b>A. One or more of the following:</b>	
Hand .....	100
Arm .....	100
Foot.....	100
Leg.....	100
<b>B. One finger or toe ..</b>	
25	
OR	
More than one finger or toe.....	50
<b>C. One eye ..</b>	
50	
OR	
Both eyes .....	100

D. Hearing of one ear ..  
25  
OR  
Hearing of both ears ..... 100

**5. Medical Expenses**

If as a result of the accident your residence employee incurs medical expenses including surgical, dental, hospital, nursing and ambulance expenses within the following 26 weeks, we will pay up to a maximum of \$1,000 in addition to all other benefits.

We will pay for the cost of supplying or renewing artificial limbs or braces, made necessary by the accident, for up to 52 weeks after the accident, subject to a maximum of \$5,000.

We do not insure you for costs recoverable from other insurance plans.

**Loss Assessment Coverage (Condominium Unit Owner)**

We will pay for your share of special assessments if:

- a. the assessment(s) are valid under the Condominium Corporation's governing rules; and
- b. the assessment(s) are made necessary by occurrence(s) to which this Section of the policy applies.

We will not pay more than \$25,000 for that part of an assessment made necessary by a deductible in the insurance policy of the Condominium Corporation.

**Special Limitations**

**Watercraft and Motorized Vehicles**

You are insured against claims arising out of your ownership, use or operation of:

1. watercraft, including their attachments, equipped with an outboard motor or motors of not more than 19 kW (25 H.P.) in total when used with or on a single watercraft;
2. watercraft, including their attachments, equipped with any other type of motor of not more than 38 kW (50 H.P.), other than personal watercraft powered by a jet-pump propulsion system;  
Any other watercraft is insured only if liability coverage for it is shown on the Certificate of Property Insurance. If the watercraft or motor with which it is equipped is acquired after the effective date of this policy, you will be insured automatically for a period of 30 days only from the date of acquisition, or until expiry of the policy, whichever comes first;
3. non-motorized watercraft, including their attachments, not more than 8 metres (26 feet) in length;
4. self-propelled lawn mowers, snow blowers, garden-type tractors of not more than 19 kW (25 H.P.);
5. motorized golf carts while in use on a golf course;
6. motorized wheelchairs, including motorized scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability;
7. e-bikes.

**Watercraft and Motorized Vehicles You Do Not Own**

You are also insured against claims arising out of your use or operation of:

1. watercraft, of any type, you do not own;
2. any self-propelled land vehicle, amphibious vehicle or air cushion vehicle, provided that the vehicle is not subject to vehicle registration and is designed primarily for recreational use off public roads;

provided that the motorized vehicle or watercraft is not owned by any person insured by this policy.

We do not insure the use or operation of any watercraft or motorized vehicle, whether owned by you or not, while it is:

1. used for carrying passengers for compensation;
2. used for business purposes;
3. used in any race or speed test;
4. rented to others;
5. being used or operated without the owner's consent if you are not the owner.

**Trailers**

We insure you against claims arising out of your ownership, use or operation of any trailer or its equipment, provided such trailer is not attached to, carried on or being towed by a motorized vehicle subject to motor vehicle registration.

## Business and Business Property

We insure you against claims arising out of:

1. your personal actions during the course of your trade, profession or occupation which are not related directly to your trade, profession or occupation;
2. the temporary or part-time business pursuits of an insured person under the age of 21 years;
3. the rental of your residence to others for no more than 30 days during a single policy term;
4. rental to others of a one or two-family dwelling usually occupied in part by you as a residence, provided no family unit includes more than 2 roomers or boarders;
5. the rental to others, or holding for rent, of not more than 3 car spaces or stalls in garages or stables;
6. the rental of space in your residence to others for incidental office, school or studio occupancy.

Claims arising from any other business pursuit or operation are insured only if liability coverage for it is shown on the Certificate of Property Insurance.

## Exclusions - Section II

We do not insure claims arising from:

1. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
2. 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 except for ensuing loss or damage which results directly from fire or explosion, as described in Specified Perils. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage;
3. bodily injury or property damage which is required to be insured under a nuclear energy liability policy issued by the Nuclear Insurance Association of Canada, or any other group or pool of insurers;
4. business pursuits or any business use of the premises except as provided under "business and business property" in Section II or specified on the Certificate of Property Insurance;
5. the rendering or failure to render any professional service;
6. bodily injury or property damage caused by any intentional or criminal act or failure to act by:
  - a. any person insured by this policy; or
  - b. any other person at the direction of any person insured by this policy;

7. the ownership, use or operation of:
  - a. any aircraft;
  - b. premises used as an airport or landing facility; and all activities related to either;
8. the ownership, use or operation of any watercraft, motorized vehicle or trailer except as provided under "watercraft and motorized vehicles" and "trailers" in Section II;
9. the transmission of communicable disease by any person insured by this policy;
10. a. 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  
b. 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;
11. the distribution or display of data via a Website, the internet, intranet or similar device or system designed or intended for electronic communication of data;
12. liability imposed upon or assumed by you under any workers' compensation statute;
13. punitive or exemplary damages, meaning that part of any award by a court which is in excess of compensatory damages and is stated or intended to be a punishment to you;
14. property damage or bodily injury caused by rust or corrosion, wet or dry rot, or fungi or spores.

## CONDITIONS

1. If any other insurance applies to a loss, or would have applied if this policy did not exist, this policy will be considered excess insurance and we will not pay any loss until the amount of such other insurance is used up.
2. Statutory Conditions 1, 3, 4, 5 and 15 incorporated in this policy apply as conditions to all Coverages under Section II.
3. Only losses that occur within the policy term shown on the Certificate of Property Insurance will be covered under this policy. There will be no coverage for any loss that occurred or was in progress prior to the policy period inception date or after the policy period expiry date shown on the Certificate of Property Insurance.

## GENERAL POLICY CONDITIONS

The following conditions apply to all sections of this policy including any endorsements.

### Notice of Accident or Occurrence

When an accident or occurrence takes place, you must promptly give us notice (in writing if required). The notice must include:

1. your name and policy number;
2. the time, place and circumstances of the accident;
3. the names and addresses of witnesses and potential claimants.

### Co-operation

You are required to:

1. help us obtain witnesses, information and evidence about the accident and co-operate with us in any legal actions if we ask you;
2. immediately send us everything received in writing concerning the claim including legal documents.

### Examination

After submission of the Proof of Loss in respect of a loss which may be insured under Section I each of you may be required separately to:

1. submit to examination under oath,
2. produce for examination all documents in your possession or control that relate to the application for insurance and Proof of Loss, and
3. permit extracts and copies of such documents to be made, all at a reasonable place and time designated by us.

### Waiver

We shall not be deemed to have waived any term or condition of this policy in whole or in part, unless our waiver is clearly stated and in writing, and is signed by a person authorized to do so. In addition, neither we nor you may be lawfully considered to have waived any term or condition of this policy by any act relating to the appraisal of the amount of a claim, the delivery or completion of proof, or the investigation of or adjustment of any claim under the policy.

### Cancellation Provision following a Declaration of Emergency

The effective date of the termination of this policy by the Insurer, or the normal expiration of the term of this policy, is extended as follows when an "emergency" is declared by a Canadian public authority designated by statute for the purpose of issuing such an order. In no event shall the total term of this extension exceed 90 days. The "emergency" must have a direct effect or impact on an Insured or insured property located in the declared emergency area.

1. Any time limitation described in the Termination condition of this policy, with respect to termination of this policy by the Insurer, will not commence or continue to run until the "emergency" is terminated plus the lesser of:
  - a. 30 days; or
  - b. the number of days equal to the total time the "emergency" order was in effect.
2. If this policy is due to expire during an "emergency", it will continue in force until the "emergency" is terminated plus the lesser of:
  - a. 30 days; or

- b. the number of days equal to the total time the "emergency" order was in effect.

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

"Emergency" means:

- a) 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).

## STATUTORY CONDITIONS

The conditions set forth in this section shall be deemed to be part of every contract in force and shall be printed in English or French in every policy with the heading "Statutory Conditions" or "Conditions légales", as may be appropriate, and no variation or omission of or addition to any statutory condition is binding on the Insured.

Statutory Conditions 1, 3, 4, 5 and 15 incorporated in this policy apply as conditions to all Coverages under Section II. Otherwise, all of the conditions set out under the title Statutory Conditions apply with respect to all of the perils insured under this policy except as these Conditions may be modified or supplemented by the provisions of the said policy or by forms or endorsements which may be attached.

### Misrepresentation

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

### Property of Others

2. 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.

### Change of Interest

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

### Material Change

4. Any change material to the risk and within the control and knowledge of the Insured avoids 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 the Insured desires the contract to continue in force, the Insured must, within fifteen days of the receipt of the notice, pay to the Insurer an additional premium, and in default of such a payment the contract is no longer in force and the Insurer shall return the unearned portion, if any, of the premium paid.

### Termination

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

### Requirements After Loss

6. (1) Upon the occurrence of any loss of or damage to the insured property, the Insured shall, if the loss or damage is covered by 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 the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the Insured knows or believes,
- (iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the Insured,
- (iv) showing the amount of other insurances and the names of other insurers,
- (v) showing the interest of the Insured and of all others in the property with particulars of all liens, encumbrances and other charges upon the property,
- (vi) showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of 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 1(c) and (d) of this condition shall not be considered proofs of loss within the meaning of conditions 12 and 13;

### Fraud

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

### Who May Give Notice and Proof

8. 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.

### Salvage

9. (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 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 sub-condition (1) of this condition according to the respective interests of the parties.

#### **Entry, Control, Abandonment**

10. After loss or damage to insured property, the Insurer has an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and, after the Insured has secured the property, a further right of access and entry sufficient to enable them to make appraisal or particular estimate of the loss or damage, but the Insurer is not 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.

#### **Appraisal**

11. In the event of disagreement as to the value of the property insured, the property saved or the amount of the loss, those questions shall be determined by appraisal as provided under The Insurance Act before there can be any recovery under this 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 therefore is made in writing and until after proof of loss has been delivered.

#### **When Loss Payable**

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

#### **Replacement**

13. (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 thirty 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 forty-five days after receipt of the proofs of loss, and shall thereafter proceed with all due diligence to the completion thereof.

#### **Action**

14. Where permitted by law, every action or proceeding against the Insurer for the recovery of a claim, under or by virtue of this contract, shall be absolutely barred unless commenced within one year \* next after the loss or damage occurs.
- \*Two years in the Yukon Territory and in the Provinces of Ontario and Manitoba.

#### **Notice**

15. 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. 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. In this condition, the expression "registered" means registered in or outside Canada.

