

Agricultural – Pro

AGRICULTURE BUSINESS PROTECTION POLICY

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AGRICULTURE INSURANCE POLICY

Your complete policy is made up of this booklet and the Coverage Summary Page(s) provided to you.

This policy is written in plain and easy to understand language. We encourage you to read it and consult with your Broker if you have any questions.

The Agriculture Insurance Policy has three sections.

SECTION I —

HOME AND PERSONAL PROPERTY COVERAGE

SECTION II —

AGRICULTURE AND PERSONAL LIABILITY

SECTION III —

AGRICULTURAL PROPERTY COVERAGES

The Policy Conditions, Statutory Conditions and Additional Conditions set out at the back of this booklet apply to all sections of the policy.

THE AMOUNTS OF INSURANCE ARE SHOWN ON THE COVERAGE SUMMARY PAGE

Agreement —

We provide the insurance described in this policy, only if indicated on the Coverage Summary Page, in return for payment of the premium and subject to the terms and conditions set out.

DEFINITIONS —

The following definitions apply to your Agriculture Insurance Policy:

"You" or **"your"** means the person(s) named on the Coverage Summary Page and, while living in the same household, his or her husband or wife, the relatives of either, and any person under 21 in their care. Husband and wife includes a man and a woman who are living together as husband and wife and have so lived together continuously for a period of 3 years or, if a child was born of their union, for a period of one year. Only the person(s) named as Insured on the Coverage Summary Page may take legal action against us.

"We," "us," "our" and **"the Insurer"** means The Portage la Prairie Mutual Insurance Company.

"Dwelling" means the building or, if you are a tenant, the portion of the building described on the Coverage Summary Page occupied by you as your principal residence. **"Personal Property"** or **"Contents"** means the contents of your home including property of a personal nature such as clothing and other property usual and incidental to the ownership or maintenance of a dwelling.

"Premises" and **"Farm Premises"** means the location(s) shown on the Coverage Summary Page. It also includes other farm or agricultural land owned, rented, or leased by the

person(s) named as Insured on the Coverage Summary Page, or his or her spouse.

"Residence Employee" means a person employed by you to perform domestic or household duties in connection with the maintenance or use of the insured dwelling. This does not include persons while performing duties in connection with your business. "Business" includes farming operations.

"Homeowner" means an owner of a freehold dwelling.

"Tenant" means one who rents property from another for dwelling purposes.

"Farming" or **"Agriculture"** means the ownership, maintenance or use of premises and machinery for the production of crops or the raising or care of livestock, including all necessary related operations. "Farming" or "Agriculture" also includes the operation of roadside stands and farm markets maintained principally for the sale of your own agricultural products.

"Custom Farming" means the use of your farm machinery or equipment for others away from your farm premises, for compensation. Occasional farm work you do for others in return for their work for you will not be considered Custom Farming.

"Insured Peril" means a cause of loss or damage as described and limited for which the policy provides coverage.

"Coverage Summary Page" includes any schedule of insured property which may form part of this policy.

"Vacant" refers to the circumstance where, 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 in the case of a newly constructed house, no occupant has yet taken up residence.

- See also Additional Definitions Applicable to Section II

SECTION I — HOME and PERSONAL PROPERTY COVERAGES (Principal Residence)

Coverages

The amounts of insurance are shown on the Coverage Summary Page. These amounts include the cost of removing debris of the property insured by this form as the result of an Insured Peril.

If you must remove insured property from your premises to protect it from loss or damage, it is insured by this form for 7 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 property at the time of loss.

This section consists of two parts —

PART 1—

describes **BROAD FORM** package coverage

PART 2—

describes **COMPREHENSIVE FORM** package coverage

PART 1. BROAD FORM — (All Perils & Named Perils)

- **Homeowners — FHO-1L**
- **Mobile Homeowners — MHO-3L**
- **Tenants Package — TEN-2L**
- **Single Limit Broad Homeowners — FSL-1L**

Coverage A — Dwelling Building

(Applicable to homeowner only)

We insure:

1. The dwelling and attached structures.
2. Permanently installed outdoor equipment on the premises, including fences within 75 meters (250 ft.) of the dwelling building, used principally for the service of the dwelling.
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 private structures on the premises, other than private structures to be used in whole or in part for business or agricultural purposes. We insure against the peril of theft only when your dwelling is completed and occupied.

Tear out: If any walls, ceilings or other parts of insured buildings or structures must be torn apart before water damage from a plumbing, heating, air conditioning or sprinkler system or domestic appliance can be repaired, we will pay the cost of such repairs.

The cost of tearing out and replacing property to repair damage related to outdoor swimming pools or public water mains 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, pertaining to the dwelling temporarily removed from the premises for repair or seasonal storage.

Coverage B — Detached Private Structures

(applicable to a homeowner only)

We insure private structures or buildings separated from the dwelling by a clear space, on your premises 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 a detached structure. If you have more than one detached structure, the amount of insurance will be divided in the proportions that the value of each structure has to the value of all such structures at the time of loss. We do not insure private structures used in whole or in part or designed for residential, business or agricultural purposes.

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 motorized vehicles, trailers and aircraft or their equipment (except for motorized wheelchairs, watercraft, motorized lawn mowers, other gardening equipment, snow blowers or motorized scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability). Equipment includes audio, visual, recording or transmitting equipment powered by the electrical system of a motor vehicle or aircraft.

2. We insure your personal property which is usually kept throughout the year at your premises for up to 20% of the amount of insurance on your personal property or \$2,000, whichever is greater, while it is temporarily away from your premises anywhere in the world. If you wish, we will include uninsured personal property belonging to others while it is in your possession or belonging to a residence employee traveling for you.

Personal property kept at any other location you own, rent or occupy is not insured. Personal property stored in a warehouse is only insured against the peril of theft.

3. We insure your personal property damaged by change of temperature resulting from physical damage to your dwelling or equipment by an Insured Peril. This applies only to personal property kept in the dwelling.
4. We insure your personal property that is being moved to another location within Canada which is to be occupied by you as your principal dwelling, the limit of insurance for Personal Property will be divided between the premises, in transit and at the new location on the basis of the percentage of the total value of the property at your premises, in transit and at the new location. This coverage applies only for a period of 30 days from the date you commenced removal.

Special Limits of Insurance:

We insure

- (1) Books, tools and instruments pertaining to a business, profession or occupation for an amount up to \$2,000 in all, only while on your premises. This applies to all items whether used in whole or in part for business, professional or occupational purposes. Other business property, including samples and goods held for sale, is not insured.
- (2) Securities and memorabilia collections (such as sports cards or comic books) up to \$2,000 in all.
- (3) Money or bullion, gold other than goldware, silver other than silverware and platinum up to \$300 in all.
- (4) The personal property of a student, insured by the policy, up to \$2,500 while at a residence away from home if the student was there at any time during the 45 days before any loss.

- (5) Watercraft, their furnishings, equipment, accessories and motors up to \$1,000 in all.
- (6) Computer software up to \$1,000 in all. We do not insure the cost of gathering or assembling information or data.
- (7) Motorized lawn mowers; other motorized gardening equipment or snow blowers, up to \$5,000 in all.
- (8) Animals, birds and fish up to \$1,000. in all and only if they are kept as household pets.

The following special limits of insurance apply if the items described below are stolen:

- (9) Jewellery, watches, gems, fur garments and garments trimmed with fur up to \$2,000 in all.
- (10) Numismatic property (such as coin collections) up to \$500 in all.
- (11) Manuscripts, stamps and philatelic property (such as stamp collections) up to \$500 in all.

Coverage D — Additional Living Expense

The amount of insurance for Coverage D is the total amount for any one or 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 an insured peril makes your dwelling 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 an Insured Peril 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 structure rented or held for rental is unfit for occupancy.

If a civil authority prohibits access to your dwelling as a direct result of damage to neighboring premises by an Insured Peril under this form, we insure any resulting Additional Living Expense and Fair Rental Value loss for a period not exceeding two weeks.

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

Insured Perils – Coverages A, B and D

You are insured against all risks of direct physical loss or damage to the property described in Coverages A and B except: we do not insure:

1. lawns, driveways or items grown for commercial purposes;

2. trees, shrubs and plants except as shown under Additional Coverages;
3. loss or damage resulting from wear and tear, deterioration, defect or mechanical breakdown, rust or corrosion, extremes of temperature, condensation, wet or dry rot or mould, and contamination;
4. the cost of making good faulty material or workmanship;
5. settling, expansion, contraction, moving, bulging, buckling or cracking except resultant damage to building glass.
6. loss or damage caused by birds, vermin, rodents or insects, except loss or damage to building glass;
7. loss or damage caused by smoke caused by agricultural smudging or industrial operations;
8. loss or damage to satellite receivers greater than 36" in diameter, and their attachments caused by windstorm or hail, weight of ice, snow or sleet, or collapse;
9. loss or damage caused by flood, surface water, spray, waves, tides, tidal waves, ice or water-borne objects, all whether driven by wind or not, unless the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached;
10. loss or damage caused by seepage or leakage of water below the surface of the ground including through sidewalks, driveways, foundations, walls, basement or other floors or through doors, windows or any other openings unless the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached;
11. loss or damage to an outdoor swimming pool, outdoor hot tub or similar installation or equipment attached or a public watermain, caused by water escape, rupture or freezing;
12. loss or damage caused by or resulting from freezing, thawing, or pressure or weight of water, ice, snow or sleet, whether driven by wind or not, to any fence, patio, pavement, swimming pool or attached equipment, public water main, foundation, retaining wall, bulkhead, pier wharf or dock.

Insured Perils — Coverage C

You are insured against direct loss or damage caused by the following perils as described and limited:

1. FIRE or LIGHTNING
2. EXPLOSION: This peril does not include water hammer.
3. SMOKE: This peril means smoke due to a sudden, unusual or faulty operation of any heating or cooking unit in or on the premises.
4. FALLING OBJECT: This peril means a falling object which strikes the exterior of a building but not objects which strike the building because of snowslide, landslide or other earth movement.

5. IMPACT BY AIRCRAFT, SPACECRAFT OR LAND VEHICLE: Animals are not insured under this peril.
6. RIOT or CIVIL COMMOTION
7. VANDALISM OR MALICIOUS ACTS: This peril does not include loss or damage:
 - a. occurring while the building is under construction or vacant even if permission for construction or vacancy has been given by us;
 - b. caused by you;
 - c. caused by theft or attempted theft.
8. WATER ESCAPE, RUPTURE, FREEZING: This peril means;
 - a. accidental discharge or overflow of water or steam from within a plumbing, heating, interior sprinkler or air conditioning system, domestic appliance, swimming pool or equipment attached and public watermains;
 - b. sudden or accidental bursting , tearing apart, cracking, burning or bulging due to pressure of water or steam, or lack of water or steam, in a plumbing, heating, interior sprinkler or air conditioning system or appliance for heating water;
 - c. freezing of any part of a plumbing, heating, sprinkler or air conditioning system or domestic appliance within a building heated during the usual heating season;
 - d. accidental discharge or overflow of water from a waterbed or aquarium.

This peril does not include damage:

- a. caused by continuous or repeated seepage or leakage;
 - b. caused by backing up or escape of water from a sewer;
 - c. to an appliance caused by rust or corrosion;
 - d. occurring while the building is under construction or vacant even if we have given permission for construction or vacancy.
9. WINDSTORM OR HAIL. This peril does not include loss or damage to your personal property or improvements and betterments within a building caused by windstorm, hail or coincidental rain damage, unless the storm first creates an opening in the building.
- Any watercraft you own are insured up to \$1,000. if they were inside a fully enclosed building at the time of loss. Canoes and rowboats are insured while in the open.
- This peril does not include damage due to weight or pressure or melting of ice or snow, waves, floods whether driven by wind or not.
10. TRANSPORTATION. This peril means loss or damage caused by collision, upset, overturn, derailment, stranding or sinking of any automobile or attached trailer in which the property is being

carried. This would also apply to any conveyance of a common carrier.

This peril means loss or damage to your personal property while it is temporarily removed from your premises.

This peril does not include loss or damage to;

- a. property in a vacation or home trailer which you own;
- b. any watercraft, their furnishings, equipment or motors.

11. **THEFT, INCLUDING DAMAGE CAUSED BY ATTEMPTED THEFT.**

This peril does not include loss or damage:

- a. which happens at any other premises which you own, rent or occupy, except while you are temporarily living there;
- b. caused by any tenant, employee or member of the tenant's household if the part of the dwelling containing the property insured normally occupied by you is rented to others;
- c. of animals, birds or fish.

12. **WEIGHT OF ICE, SNOW OR SLEET.** This peril means the weight of ice, snow or sleet which causes damage to a building or property contained in the building.

This peril does not include loss to an awning, fence, patio, pavement, swimming pool, outdoor radio and TV antennae (including satellite receiver) and their attachments, foundation, retaining wall, bulkhead, pier, wharf or dock.

13. **COLLAPSE OF A BUILDING OR ANY PART OF A BUILDING.** This peril does not include settling, cracking, shrinking, bulging, expansion or the falling of ceiling or wall plaster.

14. **SUDDEN AND ACCIDENTAL DAMAGE FROM ARTIFICIALLY GENERATED ELECTRICAL CURRENT.** This peril does not include loss to a tube, transistor or similar electronic components.

15. **FUEL LEAKAGE.** This peril means the sudden and accidental escape of fuel from a permanently installed domestic fuel tank (including any attached equipment, apparatus or piping).

16. **GLASS BREAKAGE.** This peril means breakage of glass which is part of a building or private structure (if you are a homeowner or mobile home owner), or part of your improvements (if you are a tenant or condominium unit owner), on your premises including glass in storm windows and doors.

**LOSS OR DAMAGE NOT INSURED —
Coverages A, B, C and D.**

We do not insure:

1. buildings or structures used in whole or in part for any business or agricultural purpose unless declared on the Coverage Summary Page;
2. property illegally imported, acquired, kept, stored or transported;

3. books of account and evidences of debt or title;
4. any property lawfully seized or confiscated unless such property is destroyed to prevent spread of fire;
5. losses or increased costs of repair due to the operation of any law regulating the zoning, demolition, repair or construction of buildings and their related services.
6. property at any fairground, exhibition or exposition for the purpose of exhibition.

We do not insure loss or damage:

7. occurring after your dwelling has, to your knowledge, been vacant for more than 30 days;
8. caused by any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
9. caused by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
10. resulting from 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;
11. to personal property undergoing any process, including a 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;
12. any dent damage to the outer metal cover of any mobile home, caused by windstorm and/or hail, unless the metal cover is punctured (pierced to make an opening in the metal roofing or metal siding);
13. caused by continuous or repeated seepage or leakage of water or steam from within a plumbing, heating, sprinkler or air conditioning system or domestic appliance;
14. 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;
15. 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;
16. caused by rupture or bursting, backing up or escape of water from a sewer or drain, sump, septic tank, eaves trough or downspout, unless the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached;
17. caused by accidental discharge or overflow of water or steam from within a plumbing, heating, sprinkler or air conditioning system, domestic appliance, swimming pools or equipment attached and public watermain occurring while your dwelling is

under construction or vacant even if permission for construction or vacancy has been given by us;

18. caused by sudden or accidental bursting , tearing apart, cracking, burning or bulging due to pressure of water or steam, or lack of water or steam, in a plumbing, heating, sprinkler or air conditioning system or appliance for heating water, occurring while your dwelling is under construction or vacant even if permission for construction or vacancy has been given by us;
19. caused by freezing of a plumbing, heating, sprinkler or air conditioning system or domestic appliance unless it happens within a building heated during the usual heating season and you have not been away from your premises for more than four consecutive days. However, if you had arranged for a competent person to enter your dwelling daily to ensure that heating was being maintained or if you had shut off the water supply and had drained all the pipes and appliances you would still be insured. If the loss or damage occurs while your building is under construction or vacant, you would not be insured, even if permission for construction or vacancy has been given by us;
20. occurring while the mobile home is being moved, except in an emergency to protect it when endangered by an Insured Peril. Moving includes the period of time during which the leveling jacks or blocks are removed or all utilities are disconnected;
21. due to conversion, embezzlement or secretion by any person in possession of the mobile home;
22. caused by artificially generated electric current, including electric arcing, that disturbs any tubes, transistors or similar electronic components. If loss by fire results, we will pay only for the resulting loss or damage;
23. caused by snowslide, earthquake, landslide or any other earth movement. If any of these results in fire or explosion, we will pay only the resulting loss or damage.

SINGLE LIMIT BROAD HOMEOWNERS FSL-1L

If the Coverage Summary Page indicates a Single Inclusive Limit under Section 1, this limit may be applied to any insured loss or damage to the property insured in this section of your policy, except for personal property under Coverage C which are subject to Special Limits of Insurance.

The single amount of insurance is the sum of the amounts shown on the Coverage Summary Page for; A: Dwelling Building, B: Detached Private Structures, C: Personal Property, and D: Additional Living Expense and is the maximum amount we will pay for insured loss or damage in any one occurrence, unless stated otherwise.

If the amount of coverage is inadequate to satisfy your loss for any of Coverages A, B, C, or D, you may apply the unused amounts of insurance remaining under these separate limits to make up for any shortfall under an exhausted one and until the total Single Limit amount of insurance has been exhausted.

Where a building insured under Coverage A: Dwelling Building is endorsed with Guaranteed Replacement cost and the amount payable for your dwelling exceeds the Coverage A limit shown on the Coverage Summary Page, this additional amount required to rebuild the building will not affect the remaining combined limit of Coverages B, C, and D.

If Guaranteed Replacement Cost(Building) is not indicated on the Coverage Summary Page and a total loss has occurred, the Single Limit Amount will be the maximum amount of coverage to settle a claim for any loss covered in Section 1 for any of the affected Coverages A, B, C, or D.

In the policy DEFINITIONS, the definition of "YOU" or "YOUR" is enhanced by adding the following paragraph:

"In addition, an insured or parent of an insured who is dependent on the Named Insured or his or her spouse for support and maintenance, is also insured while living in a nursing home.

The Special Limits of Insurance under Coverage C-Personal Property are increased or added to provide as follows:

- Books, tools and instruments pertaining to a business, profession or occupation for an amount up to \$5,000 while on your premises and \$2,500 while off your premises. This applies to all items whether used in whole or in part for business, professional or occupational purposes. Other business property, including samples and goods held for sale is not insured.
- Securities (bonds, stocks etc.) up to \$6,000 in all.
- Memorabilia collections including sports cards and comic books up to \$5,000 in all.
- The Personal Property of a student, insured by the policy, up to \$20,000 while at a residence away from home if the student was there at any time during the 45 days before any loss.
- Personal Property of an Insured or parent of an Insured who is dependent on the Named Insured or his or her spouse for support and maintenance, while residing in a nursing home, is covered up to \$15,000.
- Money or bullion, gold other than goldware, silver other than silverware and platinum up to \$1,000 in all.
- Silverware-contents limit.
- Watercraft, their furnishings, equipment, accessories and motors up to \$5,000 in all.
- Jewelry; watches, gems, fur garments and garments trimmed with fur, up to \$6,000 in all.
- Numismatic Property (coins and Metals) up to \$2,000 in all.
- Manuscripts and philatelic property (such as stamp collections) up to \$3,000 in all.
- Motorized lawn mowers, other motorized garden equipment, garden tractors and their attachments, or snowblowers , up to \$15,000 in all.

- Motorized Golf Carts, contents limit.
- Motorized wheelchairs, contents limit.
- Media in-vehicle, contents limit.
- Computer software up to \$10,000 in all. We do not insure the cost of gathering or assembling information or data.
- Auto parts & accessories up to \$1,000 in all.
- Animals, birds and fish up to \$2,500 in all and only if they are kept as household pets.
- Outdoor trees, shrubs and plants: The limit per tree, shrub or plant including debris removal expenses, \$1,000.
- The limit under Credit Card, Fund Transfer Card, Forgery and Counterfeit Money coverage: \$10,000.
- Fire Department Charges: The limit shown is increased to \$5,000 or such other amount as may be specified on the Coverage Summary Page.
- Food Freezer Contents: contents limit.
- Lock Repair or Replacement: The limit shown is increased to \$1,000.
- CEMETERY PROPERTY/HEADSTONES: We will pay up to \$5,000 for loss or damage to grave markers and mausoleums that mark the grave of a spouse, child, parent or grandparent of an Insured, caused by a **Specified Peril**.

Section II Liability coverage limits are increased to provide as follows:

- COVERAGE F - Voluntary Medical Payments: The amount shown on the Coverage Summary Page is increased to \$5,000.
- COVERAGE G - Voluntary Property Damage: The amount shown in the Coverage Summary Page is increased to \$1,000.

The following endorsement forms are now included under the Single Limit Homeowners Form:

1. **Mass Evacuation Endorsement Additional Living Expense Form - 0127** We will pay any necessary and reasonable increase in living expense incurred by you while access to your principal residence dwelling is prohibited by order of civil authority, but only when such order is given for mass evacuation as a direct result of a sudden or accidental event within Canada or the United States of America. You are insured for a period not exceeding 2 weeks from the date of the order of evacuation. You are not insured for any claim arising from evacuation resulting from:
 - a) flood, meaning waves, tidal waves and the rising of, the breaking out, or overflow of, any body of water, whether natural or man-made;
 - b) earthquake;
 - c) war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution insurrection or military power;

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

This coverage does not increase the amount of insurance shown on the Coverage Summary for Coverage D. Additional Living Expense.

Definition: The term "civil authority" referred to here shall mean 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 within authority under a Federal, Provincial or Territorial legislation with respect to protection of persons and property in the event of an emergency.

All other terms and conditions of the policy to which this coverage applies remain unchanged.

- 2. Building Bylaws Extension Form - 0126** If there is a loss insured by this policy, we will pay the additional cost of demolition, construction or repair which is required to comply with any law regulating demolition, repair or construction of buildings.

We will not pay:

- a) more than \$10,000 on any one claim;
- b) more than the minimum amount required to comply with any law;
- c) the additional cost, unless your property is actually repaired, rebuilt or replaced on the same location.

This endorsement applies only to the principal dwelling at the location specified in the Coverage Summary.

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

PART 2. COMPREHENSIVE FORM — (All Perils)

- **Homeowners – FHO-01**
- **Mobile Homeowners – MHO-03**
- **Tenants Package – TEN-02**
- **Single Limit Comprehensive Homeowner – FSL-01**

Coverage A — Dwelling Building

(Applicable to homeowner only)

We insure:

1. The dwelling and attached structures.
2. Permanently installed outdoor equipment on the premises, including fences within 75 meters (250 ft.) of the dwelling building, used principally for the service of the dwelling.
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 private structures on the premises, other than private structures to be used in whole or in part for business or agricultural purposes. We insure against the peril of theft only when your dwelling is completed and occupied.

Tear out: If any walls, ceilings or other parts of insured buildings or structures must be torn apart before water damage from a plumbing, heating, air conditioning or sprinkler system or domestic appliance can be repaired, we will pay the cost of such repairs.

The cost of tearing out and replacing property to repair damage related to outdoor swimming pools or public water mains 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, pertaining to the dwelling temporarily removed from the premises for repair or seasonal storage.

Coverage B — Detached Private Structures

(applicable to a homeowner only)

We insure private structures or buildings separated from the dwelling by a clear space, on your premises 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 a detached structure. If you have more than one detached structure, the amount of insurance will be divided in the proportions that the value of each structure has to the value of all such structures at the time of loss. We do not insure private structures used in whole or in part or designed for residential, business or agricultural purposes.

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 motorized vehicles, trailers and aircraft or their equipment (except for motorized wheelchairs, watercraft, motorized lawn mowers, other gardening equipment, snow blowers or motorized scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability). Equipment includes audio, visual, recording or transmitting equipment powered by the electrical system of a motor vehicle or aircraft.

2. We insure your personal property which is usually kept throughout the year at your premises while it is temporarily away from your premises anywhere in the world. However, personal property kept at any other location you own, rent or occupy is not insured. Personal property stored in a warehouse is only insured for thirty (30) days unless the loss or damage is caused by theft. To extend cover in storage for a further period we must be notified in writing and endorse your policy as required.

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

3. We insure your personal property damaged by change of temperature resulting from physical damage to your dwelling or equipment by an Insured Peril. This applies only to personal property kept in the dwelling.
4. We insure your personal property that is being moved to another location within Canada which is to be occupied by you as your principal dwelling, the limit of insurance for Personal Property will be divided between the premises, in transit and at the new location on the basis of the percentage of the total value of the property at your premises, in transit and at the new location. This coverage applies only for a period of 30 days from the date you commenced removal.

Special Limits of Insurance:

We insure

- (1) Jewellery, watches, gems, fur garments and garments trimmed with fur up to \$2,000 in all.
- (2) Numismatic property (such as coin collections) up to \$500 in all.
- (3) Manuscripts, stamps and philatelic property (such as stamp collections) up to \$500 in all.

The above limits do not apply to any claim caused by a Specified Peril.

We insure:

- (4) Books, tools and instruments pertaining to a business, profession or occupation for an amount up to \$2,000 in all, only while on your premises. This applies to all items whether used in whole or in part for business, professional or occupational

purposes. Other business property, including samples and goods held for sale, is not insured.

- (5) Securities, and memorabilia collections (such as sports cards or comic books) up to \$2,000 in all.
- (6) Money or bullion up to \$300 in all.
- (7) Motorized lawn mowers; other motorized gardening equipment or snow blowers, up to \$5,000 in all.
- (8) Watercraft, their furnishings, equipment, accessories and motors up to \$1,000 in all. These are insured only for specified perils and theft or attempted theft. Loss or damage from windstorm or hail is insured if they were inside a fully enclosed building. Canoes and rowboats are insured while in the open.
- (9) Computer software up to \$1,000 in all. We do not insure the cost of gathering or assembling information or data.
- (10) The personal property of a student, insured by the policy, up to \$2,500 while at a residence away from home if the student was there at any time during the 45 days before any loss.
- (11) Animals, birds and fish up to \$1,000. in all and only if they are kept as household pets.

Specified Perils

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

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. falling object which strikes the exterior of the building;
6. impact by aircraft or land vehicle;
7. riot;
8. vandalism or malicious acts, not including loss or damage caused by theft or attempted theft;
9. freezing of any part of a plumbing, heating, interior sprinkler or air conditioning system or domestic appliance;
10. rupture of a heating, plumbing, interior sprinkler or air conditioning system or escape of water from such a system, or from a swimming pool or equipment attached, or from a public watermain;
11. windstorm or hail;
12. transportation meaning loss or damage caused by collision, upset, overturn, derailment, stranding or sinking of any automobile 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;

13. weight of ice, snow or sleet;
14. collapse of a building or any part of a building;
15. sudden and accidental damage from artificially generated electrical current.

Coverage D — Additional Living Expense

The amount of insurance for Coverage D is the total amount for any one or 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 an insured peril makes your dwelling 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 an Insured Peril 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 structure rented or held for rental is unfit for occupancy.

If a civil authority prohibits access to your dwelling as a direct result of damage to neighboring premises by an Insured Peril under this form, we insure any resulting Additional Living Expense and Fair Rental Value loss for a period not exceeding two weeks.

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

INSURED PERILS

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

LOSS OR DAMAGE NOT INSURED

Property not Insured:

We do not insure:

1. buildings or structures used in whole or in part for any business or agricultural purpose unless declared on the Coverage Summary Page;
2. sporting equipment where loss or damage is due to its use;
3. contact lenses unless the loss or damage is caused by a Specified Peril, accident to a land vehicle, watercraft or aircraft, theft or attempted theft;
4. animals, birds, or fish unless loss or damage is caused by a Specified Peril other than impact by aircraft or land vehicle;
5. property at any fairground, exhibition or exposition for the purpose of exhibition;

6. any property illegally acquired, kept, imported, stored or transported;
7. books of account and evidences of debt or title;
8. any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
9. losses or increased costs of repair due to operation of any law regulating the zoning, demolition, repair or construction of buildings and their related services;
10. marring or scratching of any property or breakage of eyeglasses, glassware, statuary, marbles, bric-a-brac, chinaware, porcelains or any other fragile or brittle articles unless caused by a Specified Peril, accident to a land vehicle, watercraft or aircraft, or theft or attempted theft;
11. any dent damage to the outer metal cover of any mobile home, caused by windstorm and/or hail, unless the metal cover is punctured (pierced to make an opening in the metal roofing or metal siding);
12. loss or damage occurring while the mobile home is being moved, except in an emergency to protect it when endangered by an Insured Peril. Moving includes the period of time during which the leveling jacks or blocks are removed or all utilities are disconnected;
13. loss due to conversion, embezzlement or secretion by any person in possession of the mobile home;
14. loss or damage resulting from wear and tear, deterioration, defect or mechanical breakdown, rust or corrosion, extremes of temperature, condensation, wet or dry rot or mould, and contamination;
15. the cost of making good faulty material or workmanship;
16. settling, expansion, contraction, moving, bulging, buckling or cracking except resulting damage to building glass
17. lawns, driveways or items grown for commercial purposes;
18. outdoor trees, shrubs and plants except as shown under Additional Coverages.

We do not insure loss or damage:

19. occurring after your dwelling has, to your knowledge, been vacant for more than 30 days;
20. caused by any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
21. caused by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
22. resulting from 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;

23. to personal property undergoing any process or while being worked on, where the damage results from such process or work, but resulting damage to other property is insured;
24. caused by artificially generated electric current, including electric arcing, that disturbs any tubes, transistors or similar electronic components. If loss by fire results, we will pay only for the resulting loss or damage;
25. caused by continuous or repeated seepage or leakage of water or steam from within a plumbing, heating, sprinkler or air conditioning system or domestic appliance;
26. caused by birds, vermin, rodents or insects, except resulting damage to building glass;
27. caused by smoke caused by agricultural smudging or industrial operations;
28. caused by snowslide, earthquake, landslide or any other earth movement. If any of these results in fire or explosion, we will pay only for the resulting loss or damage;
29. 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 occupied;
30. caused by theft or attempted theft by any tenant, members of a tenant's household or employees of the tenant. "Tenant" includes any person who has your permission to occupy your dwelling or any part of it;
31. to satellite receivers greater than 36" in diameter, and their attachments caused by windstorm or hail, weight of ice, snow or sleet, or collapse;
32. 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;
33. caused by flood, surface water, spray, waves, tides, tidal waves, ice or water-borne objects, all whether driven by wind or not, unless the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached;
34. caused by rupture or bursting, backing up or escape of water from a sewer or drain, sump, septic tank, eaves trough or downspout, unless the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached;
35. caused by seepage or leakage of water below the surface of the ground including through sidewalks, driveways, foundations, walls, basement or other floors or through doors, windows or any other openings unless the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached;
36. caused by accidental discharge or overflow of water or steam from within a plumbing, heating, sprinkler or air conditioning system, domestic appliance, waterbed, aquarium, swimming pools or equipment attached and public watermains occurring

while your dwelling is under construction or vacant even if permission for construction or vacancy has been given by us;

37. caused by sudden or accidental bursting , tearing apart, cracking, burning or bulging due to pressure of water or steam, or lack of water or steam, in a plumbing, heating, sprinkler or air conditioning system or appliance for heating water, occurring while your dwelling is under construction or vacant even if permission for construction or vacancy has been given by us;
38. to an outdoor swimming pool, outdoor hot tub or similar installation or equipment attached or a public watermain, caused by water escape, rupture or freezing;
39. caused by freezing of a plumbing, heating, sprinkler or air conditioning system or domestic appliance unless it happens within a building heated during the usual heating season and you have not been away from your premises for more than four consecutive days. However, if you had arranged for a competent person to enter your dwelling daily to ensure that heating was being maintained or if you had shut off the water supply and had drained all the pipes and appliances you would still be insured. If the loss or damage occurs while your building is under construction or vacant, you would not be insured, even if permission for construction or vacancy has been given by us;
40. caused by or resulting from freezing, thawing, or pressure or weight of water, ice, snow or sleet, whether driven by wind or not, to any fence, patio, pavement, swimming pool or attached equipment, public water main, foundation, retaining wall, bulkhead, pier, wharf or dock.

SINGLE LIMIT COMPREHENSIVE HOMEOWNERS — FSL-01

If the Coverage Summary Page indicates a Single Inclusive Limit under Section 1, this limit may be applied to any insured loss or damage to the property insured in this section of your policy, except for personal property under Coverage C which are subject to Special Limits of Insurance.

The single amount of insurance is the sum of the amounts shown on the Coverage Summary Page for; A: Dwelling Building, B: Detached Private Structures, C: Personal Property, and D: Additional Living Expense and is the maximum amount we will pay for insured loss or damage in any one occurrence, unless stated otherwise.

If the amount of coverage is inadequate to satisfy your loss for any of Coverages A, B, C, or D, you may apply the unused amounts of insurance remaining under these separate limits to make up for any shortfall under an exhausted one and until the total Single Limit amount of insurance has been exhausted.

Where a building insured under Coverage A: Dwelling Building is endorsed with Guaranteed Replacement cost and the amount payable for your dwelling exceeds the Coverage A limit shown on the Coverage Summary Page, this additional amount required to rebuild the building will not affect the remaining combined limit of Coverages B, C, and D.

If Guaranteed Replacement Cost (Building) is not indicated on the Coverage Summary Page and a total loss has occurred, the Single Limit Amount will be the maximum amount of coverage to settle a claim for any loss covered in Section 1 for any of the affected Coverages A, B, C, or D.

In the policy DEFINITIONS, the definition of "YOU" or "YOUR" is enhanced by adding the following paragraph:

"In addition, an insured or parent of an insured who is dependent on the Named Insured or his or her spouse for support and maintenance, is also insured while living in a nursing home.

The Special Limits of Insurance under Coverage C-Personal Property are increased or added to provide as follows:

- Books, tools and instruments pertaining to a business, profession or occupation for an amount up to \$5,000 while on your premises and \$2,500 while off your premises. This applies to all items whether used in whole or in part for business, professional or occupational purposes. Other business property, including samples and goods held for sale is not insured.
- Securities (bonds, stocks etc.) up to \$6,000 in all.
- Memorabilia collections including sports cards and comic books up to \$5,000 in all.
- The Personal Property of a student, insured by the policy, up to \$20,000 while at a residence away from home if the student was there at any time during the 45 days before any loss.
- Personal Property of an Insured or parent of an Insured who is dependent on the Named Insured or his or her spouse for support and maintenance, while residing in a nursing home, is covered up to \$15,000.
- Money or bullion, gold other than goldware, silver other than silverware and platinum up to \$1,000 in all.
- Silverware-contents limit.
- Watercraft, their furnishings, equipment, accessories and motors up to \$5,000 in all.
- Jewelry; watches, gems, fur garments and garments trimmed with fur, up to \$6,000 in all.
- Numismatic Property (coins and Metals) up to \$2,000 in all.
- Manuscripts and philatelic property (such as stamp collections) up to \$3,000 in all.
- Motorized lawn mowers, other motorized garden equipment, garden tractors and their attachments, or snowblowers , up to \$15,000 in all.
- Motorized Golf Carts, contents limit.
- Motorized wheelchairs, contents limit.
- Media in-vehicle, contents limit.

- Computer software up to \$10,000 in all. We do not insure the cost of gathering or assembling information or data.
- Auto parts & accessories up to \$1,000 in all.
- Animals, birds and fish up to \$2,500 in all and only if they are kept as household pets.
- Outdoor trees, shrubs and plants: The limit per tree, shrub or plant including debris removal expenses, \$1,000.
- The limit under Credit Card, Fund Transfer Card, Forgery and Counterfeit Money coverage: \$10,000.
- Fire Department Charges: The limit shown is increased to \$5,000 or such other amount as may be specified on the Coverage Summary Page.
- Food Freezer Contents: contents limit.
- Lock Repair or Replacement: The limit shown is increased to \$1,000.
- CEMETERY PROPERTY/HEADSTONES: We will pay up to \$5,000 for loss or damage to grave markers and mausoleums that mark the grave of a spouse, child, parent or grandparent of an Insured, caused by a **Specified Peril**.

Section II Liability coverage limits are increased to provide as follows:

- COVERAGE F - Voluntary Medical Payments: The amount shown on the Coverage Summary Page is increased to \$5,000.
- COVERAGE G - Voluntary Property Damage: The amount shown in the Coverage Summary Page is increased to \$1,000.

The following endorsement forms are now included under the Single Limit Homeowners Form:

1. **Mass Evacuation Endorsement Additional Living Expense Form - 0127** We will pay any necessary and reasonable increase in living expense incurred by you while access to your principal residence dwelling is prohibited by order of civil authority, but only when such order is given for mass evacuation as a direct result of a sudden or accidental event within Canada or the United States of America. You are insured for a period not exceeding 2 weeks from the date of the order of evacuation. You are not insured for any claim arising from evacuation resulting from:
 - 1) flood, meaning waves, tidal waves and the rising of, the breaking out, or overflow of, any body of water, whether natural or man-made;
 - 2) earthquake;
 - 3) war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution insurrection or military power;
 - 4) nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material.

This coverage does not increase the amount of insurance shown on the Coverage Summary for Coverage D. Additional Living Expense.

Definition: The term "civil authority" referred to here shall mean 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 within authority under a Federal, Provincial or Territorial legislation with respect to protection of persons and property in the event of an emergency.

All other terms and conditions of the policy to which this coverage applies remain unchanged.

2. Building Bylaws Extension Form - 0126 If there is a loss insured by this policy, we will pay the additional cost of demolition, construction or repair which is required to comply with any law regulating demolition, repair or construction of buildings.

We will not pay:

- a) more than \$10,000 on any one claim;
- b) more than the minimum amount required to comply with any law;
- c) the additional cost, unless your property is actually repaired, rebuilt or replaced on the same location.

This endorsement applies only to the principal dwelling at the location specified in the Coverage Summary.

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

ADDITIONAL COVERAGES

The following coverages are included where applicable when coverage is provided under Parts 1 or 2 of this Section.

Outdoor Trees, Shrubs and Plants: You may apply up to 5% in all of the amount of insurance on your dwelling to trees, shrubs and plants on your premises. We will not pay more than \$250 for any one tree, shrub or plant including debris removal expenses.

We insure these items against loss caused by fire, lightning, explosion, impact by aircraft or land vehicle, riot, vandalism and malicious acts as described under Insured Perils.

We do not insure:

- (1) Lawns;
- (2) items grown for commercial purposes;
- (3) items located on undeveloped portions of your premises or more than 75 meters (250 feet) from the dwelling.

Fire Department Charges: We will pay up to \$1,000. or such other amount as may be specified on the Coverage Summary Page for your liability for Fire Department charges incurred when a Fire Department is called to save or protect property insured by this policy from an insured peril. No deductible applies to this coverage.

Emergency Removal Expense (Mobile Home): If the dwelling is a mobile home and is endangered by an insured peril, this policy will reimburse the insured for all reasonable expenses incurred for the removal of the building to avoid or reduce damage, subject to a limit

of 5% of the amount insured under Coverage A. This extension of coverage will not be subject to any Deductible Clause and shall not increase the amount of insurance on the insured dwelling (mobile home).

Inflation Endorsement

Applicable to a Homeowner only and not a Mobile Homeowner.

During the term of this policy, we will automatically increase the limit of insurance on your Dwelling Building in the following manner:

By an amount up to but not exceeding

2% — 3 months after the current effective date

4% — 5 months after the current effective date

6% — 7 months after the current effective date

8% — 9 months after the current effective date

We will also automatically increase the limit of insurance on your Detached Private Structure, unscheduled Personal Property and Additional Living Expense by the same proportion.

On renewal date we may elect to increase the limit of insurance shown on the Declaration Page in accordance with the latest published Statistics Canada Building Construction Index and adjust the premium.

If at your request, we change the limit of insurance on your Dwelling Building shown on the Declaration Page, we will apply the Inflation Protection on the changed limit of insurance from the date the change is made.

Improvements and Betterments: If you are a tenant we also insure improvements and betterments made by you or acquired at your expense including:

1. any building, structure or swimming pool on the premises.
2. materials and supplies on the premises for use in such improvements or betterments.

Payment under this coverage reduces the Coverage C amount of insurance by the sum paid.

Damage to Dwelling: If you are a tenant, you may apply up to \$500 of your Personal Property insurance to pay for damage, not including fire damage:

1. to the dwelling directly caused by theft or attempted theft;
2. to the interior of the dwelling directly caused by vandalism or malicious acts.

Food Freezer Contents: We insure foodstuffs up to \$2,000 in all, but only while contained in a food freezer located within the dwelling, unit or detached private structure (homeowner only) and only for loss by spoilage caused by an outside power failure or mechanical or electrical breakdown of the freezer unit.

We do not insure loss or damage caused by:

- (1) improper or faulty wrapping, packing or handling;
- (2) inherent vice or natural spoilage.

You agree to report any loss as soon as practicable to us or our agent/broker and, if the food freezer is under warranty, to the person(s) or firm from whom the food freezer was purchased. You also agree to file a detailed sworn proof of loss with us or our agent/broker within (60) days of the date of loss.

Lock Repair or Replacement: We will pay up to \$500 (without deductible) to replace or rekey, at our option, the locks on the insured premises if your keys are stolen, provided the theft is reported to the police or law enforcement agency having jurisdiction at the location of the theft.

Credit Card, Fund Transfer Card, Forgery and Counterfeit Money:

We will pay up to \$1,000. for:

- (1) your legal obligation to pay because of theft or unauthorized use of credit cards issued to you or registered in your name;
- (2) loss caused by theft of your fund transfer cards;
- (3) loss caused by forgery or alteration of any cheque or negotiable instrument; and
- (4) loss sustained through acceptance in good faith of counterfeit Canadian or United States paper currency.

We do not pay for loss:

- (a) unless you have complied with all the conditions under which the cards have been issued;
- (b) caused by the use of your cards by a resident of your household or by a person to whom cards have been entrusted.

At our option and expense we may defend any claim against you under (1), (2) and (3).

No deductible applies to this coverage.

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. This coverage may increase the amount otherwise applicable. The \$1,000. limit will not be increased regardless of the number of people giving information. No deductible applies to this coverage.

Identity Fraud Expense Endorsement

If the Coverage Summary provides principal residence coverage under any Homeowners, Single Limit, Tenant's Package, Condominium Unit Owners or Mobile Homeowners rider (including corresponding Agricultural-Pro riders), you qualify for coverage against Identity Fraud Expenses you may incur as a result of the fraudulent use of your identity. This coverage is included in your policy as an Additional Coverage under Section I - Property Coverages at no additional cost. This coverage reimburses you for expenses you incur while dealing with your identity fraud claim up to a 15,000 limit.

The above included limit is a maximum aggregate amount payable in any one insurance contract period regardless of the number of acts of identity fraud claims made or of the number of insureds affected.

Insuring Agreement

If you hold a policy that qualifies for the Identity Fraud Expense Endorsement, we agree that coverage is extended to include reimbursement of cost you actually incur resulting from Identity Fraud as defined and limited herein.

Definitions:

“Identity Fraud” means the act of knowingly transferring or using, without lawful authority, your means of identity which constitutes a violation of federal law or a crime or offence under any applicable federal, provincial, territorial or local law.

“Identity Fraud Occurrence” means any act or series of acts of identity fraud committed by a person or group discovered during the current policy period.

Coverage:

We reimburse the following costs incurred directly and solely as a result of the fraudulent use of your identity;

1. telephone expenses for calls to businesses, law enforcement agencies, financial institutions or similar credit grantors, and credit agencies;
2. the loan application fees for re-applying for loan(s) due to the rejection of the original application because the lender received incorrect credit information;
3. the reasonable lawyer fees incurred, with prior notice to and approval by us, for:
 - Your defense against any suit(s) brought against you by businesses or their collection agencies.
 - The removal of any criminal or civil judgments wrongly entered against you; or
 - Any challenge to the information in your consumer credit report.
4. the reasonable costs or expenses(including mileage, associated parking costs, taxi cab fees or public transit fees) incurred for notarizing affidavits or similar documents for law enforcement agencies, financial institutions or similar credit grantors, and credit agencies;
5. the costs for sending certified mail to law enforcement agencies, financial institutions or similar credit grantors, and credit agencies;
6. your loss of earnings by you as a result of time off from work to complete fraud affidavits, meet with law enforcement agencies, credit agencies, merchants, or legal counsel;
7. reasonable costs of obtaining up to two credit reports after an Identity Fraud Occurrence has been reported to us, for a period of up to 12 months from the date of the reporting of the occurrence, but not limited by the expiry date of the policy.

Conditions:

1. **Notice:** The insured must report their Identity Theft to the police authorities immediately after his/her cognizance and the police authorities must open up an inquiry. The police report and the inquiry number must be provided to Portage Mutual.
2. All costs incurred which are submitted for payment under this endorsement must be directly and solely as a result of the fraudulent use of your credit or identity, and/or the process subsequently required to restore your credit history or to contact merchants, financial institutions, or similar credit grantors and credit agencies relating to the theft of your identity or to a fraud perpetrated against you.
3. Under no circumstances shall Portage Mutual Insurance be required to pay more than the maximum specified limits laid out in this endorsement.
4. The insured is responsible for any excess costs of the lawyer retained by him/her and in such cases the insured is responsible to make an agreement directly with the lawyer and shall remain solely responsible for any costs exceeding the maximum amounts provided in this endorsement.
5. No deductible applies to this coverage.

Loss or Damage Not Insured

We do not insure:

1. Any losses already covered under the "Credit Card, Forgery and Counterfeit Money" extension under your policy.
2. Any losses covered by credit card insurance, bank/credit union insurance or any other coverage provided to you. Other insurance will be considered primary and this endorsement will apply only after these other coverages or programs have been exhausted;
3. Any losses resulting from your non-compliance with the terms and rules to be adhered to with the issuance of any bank card or credit card including secure storage of PINS(Personal Identification Numbers) and personal information;

Nor do we insure direct or indirect loss or damage, in whole or in part:

4. caused by or arising out of your fraudulent, dishonest or criminal acts;
5. caused by or arising out of your business pursuits;
6. caused by or arising out of your own use of your identity;
7. caused by or arising out of your intentional misuse of your identity.

This coverage is subject to all other provisions, conditions, definitions, limitations and exclusions of your policy.

PROPERTY COVERAGES — Secondary or Seasonal Dwelling

The following Coverage(s) apply only when indicated on the Coverage Summary Page. We provide the insurance described in return for the premium specified and subject to the terms and conditions set out in the Coverages.

FIRE and EXTENDED COVERAGE (Named Perils)

- **Seasonal Residence / Contents — Form SRC-4L**
- **Basic Residential and / or Contents — Form FEC-5L**

Coverages

The amounts of insurance are shown on the Coverage Summary Page. These amounts include the cost of removing debris of the property insured by this form as the result of an Insured Peril.

If you must remove insured property from your property to protect it from loss or damage, it is insured by this form for 7 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 property at the time of loss.

Fire Department Charges: If there is an agreement with a fire department outside the municipality where your premises are located, we will reimburse you for up to \$1,000 (without deductible) if that fire department charges for attending your premises because of an insured peril.

Dwelling Building

We insure:

1. The dwelling and attached structures.
2. Permanently installed outdoor equipment on the premises, including fences within 75 meters (250 ft.) of the dwelling building, used principally for the service of the dwelling.
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 private structures on the premises.

Optional Coverage Extensions — Dwelling Building

The following extensions are available without increasing the amount of insurance on the Coverage Summary Page. You may apply up to 10% of the amount of insurance on the dwelling to insure each of the following:

1. **Building Fixtures and Fittings** temporarily removed from the premises for repair or seasonal storage.
2. **Detached Private Structures** — structures or buildings separated from the dwelling by a clear space, on your premises but not insured under the building. If they are connected to the dwelling by a fence, utility line or similar connection, they are

considered to be a detached structure. If you have more than one detached structure, the amount of insurance will be divided in the proportions that the value of each structure has to the value of all such structures at the time of loss. *We do not insure private structures used in whole or part for residential, business or agricultural purposes.*

The following extension does not apply to a seasonal residence:

3. **Fair Rental Value:** If an Insured Peril 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 structure rented or held for rental is unfit for occupancy.

Personal Property

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 do not own the dwelling, we also insure dwelling improvements and betterments made by you or acquired at your expense.

We do not insure loss or damage to motorized vehicles, trailers and aircraft or the equipment of either (except for motorized wheelchairs, watercraft, motorized lawn mowers, other gardening equipment or snow blowers or motorized scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability). Equipment includes audio, visual, recording or transmitting equipment powered by the electrical system of a motor vehicle or aircraft.

Optional Coverage Extensions — Personal Property

The following extensions are available without increasing the amount of insurance on the Coverage Summary Page. You may apply up to 10% of the amount of insurance on your personal property to insure each of the following:

1. 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.

The following extensions of coverage do not apply to the Personal Property of a Seasonal Dwelling:

2. Personal property away from premises — your personal property which is usually kept throughout the year at your premises, excluding watercraft, while temporarily removed from the premises anywhere in Canada or in the Continental United States of America. We do not insure personal property kept at any other location you own, rent or occupy nor do we insure personal property stored in a warehouse.
3. Additional Living Expense — Any necessary increase in living expenses, including moving expenses incurred by you, so that your household can maintain its normal standard of living, if an insured peril makes the dwelling unfit for occupancy, or you

have to move out while repairs are being made. 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.

If a civil authority prohibits access to your dwelling as a direct result of damage to neighboring premises by an Insured Peril under this form, we insure any resulting Additional Living Expense for a period not exceeding two weeks.

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

Special Limits of Insurance

We insure:

1. Books, tools and instruments pertaining to a business, profession or occupation for an amount up to \$2,000. in all, but only while on your premises. This applies to all items whether used in whole or in part for business, professional or occupational purposes. Other business property, including samples and goods held for sale, is not insured;
2. Watercraft, their furnishings, equipment, accessories and motors up to \$1,000. in all;
3. Computer Software up to \$1,000. in all. We do not insure the cost of gathering or assembling information or data;
4. Motorized lawn mowers, other motorized gardening equipment or snow blowers, up to \$5,000. in all;
5. Animals, birds and fish up to \$1,000. in all and only if they are kept as household pets.

INSURED PERILS

You are insured against direct loss or damage caused by the following perils as described and limited:

1. FIRE or LIGHTNING.
2. EXPLOSION: This peril does not include water hammer.
3. SMOKE: This peril means smoke due to a sudden, unusual or faulty operation of any heating or cooking unit in or on the premises, but not smoke from fireplaces.
4. FALLING OBJECT: This peril means a falling object which strikes the exterior of a building but not objects which strike the building because of snowslide, landslide or other earth movement.
5. IMPACT BY AIRCRAFT, SPACECRAFT OR LAND VEHICLE: Animals are not insured under this peril.
6. RIOT.
7. WATER ESCAPE, RUPTURE, FREEZING: This peril means;
 - a. accidental discharge or overflow of water or steam from within a plumbing, heating, interior sprinkler or air conditioning system, domestic appliance, swimming pool or equipment attached and public watermains;

- b. sudden or accidental bursting , tearing apart, cracking, burning or bulging due to pressure of water or steam, or lack of water or steam, in a plumbing, heating, interior sprinkler or air conditioning system or appliance for heating water;
- c. freezing of any part of a plumbing, heating, sprinkler or air conditioning system or domestic appliance within a building heated during the usual heating season.

This peril does not include damage:

- a. caused by continuous or repeated seepage or leakage;
- b. caused by backing up or escape of water from a sewer;
- c. to the system or appliance caused by rust or corrosion;
- d. to public watermains, outdoor swimming pools, outdoor hot tubs or similar installations or equipment attached;
- e. occurring while the building is under construction or vacant even if we have given permission for construction or vacancy.
- f. caused by freezing which occurs during the usual heating season and you have been away from your premises for more than four consecutive days. However, if you had arranged for a competent person to enter your dwelling daily to ensure that heating was being maintained or if you had shut off the water supply and had drained all the pipes and appliances you would still be insured.

A plumbing system under this peril does not include sewers, sumps, septic tanks, eavestroughs and downspouts.

We will repair or replace any part of the building that must be removed or torn apart before any insured damage can be repaired, except damage related to an outdoor swimming pool or equipment attached, or public watermains.

- 8. WINDSTORM OR HAIL. This peril does not include loss or damage to the interior of a building or your personal property within a building caused by windstorm, hail or coincidental rain damage, unless the storm first creates an opening in the building.

Any watercraft you own are insured up to \$1,000. if they were inside a fully enclosed building at the time of loss. Canoes and rowboats are insured while in the open.

This peril does not include damage:

- a. to fences;
- b. to outdoor radio and TV antennae (including Satellite receivers) and their attachments;
- c. due to weight or pressure or melting of ice or snow, waves, floods whether driven by wind or not;
- d. any dent damage to the outer metal cover of any mobile home, caused by windstorm and/or hail, unless the metal

cover is punctured (pierced to make an opening in the metal roofing or siding).

9. VANDALISM OR MALICIOUS ACTS: Does not apply to any Seasonal Dwelling or Contents. This peril does not include loss or damage:
- a. occurring while the building is under construction or vacant even if permission for construction or vacancy has been given by us;
 - b. caused by you, any tenant, employee or member of the tenant's household;
 - c. caused by theft or attempted theft
 - d. to glass which forms part of a building.

Loss or Damage Not Insured

We do not insure :

- 1) loss or damage occurring after your dwelling has, to your knowledge, been vacant for more than 30 days;
- 2) loss or damage caused by any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
- 3) loss or damage caused by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
- 4) buildings or structures used in whole or part for business or agricultural purposes unless shown on the Coverage Summary Page;
- 5) losses or increased costs of repair due to the operation of any law regulating the zoning, demolition, repair or construction of buildings and their related services;
- 6) loss or damage resulting from 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) loss or damage to personal property undergoing any process, including a 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;
- 8) loss of or damage to any property illegally acquired, imported, kept, stored or transported;
- 9) loss of or damage to books of account and evidences of debt or title;
- 10) loss of or damage to any property lawfully seized or confiscated unless such property is destroyed to prevent spread of fire;
- 11) money, bullion and securities, except as insured in the Optional Burglary and Robbery Extension;
- 12) lawns, driveways and outdoor trees, shrubs and plants;

- 13) loss or damage caused by snowslide, earthquake, landslide or any other earth movement. If any of these results in fire or explosion, we will pay only for the resulting loss or damage.

Seasonal Residence Extensions —

VANDALISM OR MALICIOUS ACTS —

Seasonal Residence Form SR-MA

If the Coverage Summary Page indicates that Vandalism and Malicious Acts is included, the following perils and limitations apply:

We insure VANDALISM OR MALICIOUS ACTS —

This peril does not include loss or damage:

- a. occurring while the building is under construction or vacant even if permission for construction or vacancy has been given by us;
- b. caused by you;
- c. caused by any tenant, employee or member of the tenant's household if the part of the dwelling containing the property insured normally occupied by you is rented to others;
- d. to glass which forms part of the building;
- e. loss or damage caused by theft, burglary or pilferage or attempted theft, burglary or pilferage.

All other terms and conditions of the policy to which this coverage applies remain unchanged.

BURGLARY AND ROBBERY

Seasonal Residence Form SR-BE

If the Coverage Summary Page indicates that the Burglary and Robbery Extension is included under Seasonal Residence coverage, the following perils and limitations apply:

We insure —

1. **BURGLARY:** This peril means the theft of personal property from the premises following illegal and forcible entry or exit, leaving visible marks at the point of forced entry or exit.

We will pay up to \$500. of the amount of insurance on your personal property for damage to the building caused by burglary.

2. **ROBBERY:** This peril means theft by violence or threat of violence to any person.

These perils do not include loss or damage:

- a. of animals, birds or fish;
- b. occurring while the building is under construction or vacant even if permission for construction or vacancy has been given by us;
- c. caused by any tenant, employee or member of the tenant's household if the part of the dwelling containing the property insured normally occupied by you is rented to others;

DEDUCTIBLE: WE ARE RESPONSIBLE ONLY FOR THE AMOUNT BY WHICH THE LOSS OR DAMAGE CAUSED BY ANY OF THE INSURED PERILS EXCEEDS THE AMOUNT OF THE DEDUCTIBLE SHOWN ON THE COVERAGE SUMMARY PAGE IN ANY ONE OCCURRENCE.

IF YOUR CLAIM INVOLVES PERSONAL PROPERTY ON WHICH THE SPECIAL LIMITS OF INSURANCE APPLY, THE LIMITATIONS APPLY TO THE LOSSES EXCEEDING THE DEDUCTIBLE AMOUNT.

Special Limits of Insurance

The following special limits of insurance apply if loss or damage is caused by burglary or robbery:

We insure:

1. Securities, memorabilia collections (such as sports cards or comic books) up to \$2,000. in all;
2. Money or bullion, gold other than goldware, silver other than silverware and platinum up to \$300. in all;
3. Jewellery, watches, gems fur garments and garments trimmed with fur, up to \$2,000. in all;
4. Numismatic property (such as coin collections) up to \$500. in all;
5. Manuscripts, stamps and philatelic property (such as stamp collections) up to \$500. in all;

HOUSEHOLDERS FLOATER Form — 7806

If the Coverage Summary indicates form 7806, Householders Floater applies, the coverage for Personal Property under form FEC-5L Fire and Extended Coverage is expanded as follows:

Additional Insured Perils

10. THEFT, INCLUDING DAMAGE CAUSED BY ATTEMPTED THEFT.

This peril does not include loss or damage:

- a. which happens at any other premises which you own, rent or occupy, except while you are temporarily living there;
- b. caused by any tenant, employee or member of the tenant's household if the part of the dwelling containing the property insured normally occupied by you is rented to others;
- c. of animals, birds or fish;
- d. 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 building is completed and ready to be occupied.

The following special limits of insurance apply if the items described below are stolen:

We insure:

1. Securities, memorabilia collections (such as sports cards or comic books) up to \$2,000. in all;
2. Money or bullion, gold other than goldware, silver other than silverware and platinum up to \$300. in all;
3. Jewellery, watches, gems, fur garments and garments trimmed with fur, up to \$2,000. in all;
4. Numismatic property (such as coin collections) up to \$500. in all;
5. Manuscripts, stamps and philatelic property (such as stamp collections) up to \$500. in all;

Optional Extension

At the option of the Insured, not exceeding \$500. of the limit of insurance may be applied to insure damage (except by fire) to the premises, directly caused by theft or attempt thereat, and for damage to the interior of that part of any building occupied by the Insured at the premises caused by vandalism or malicious acts.

Coverage under this floater is subject to all other terms and conditions of form FEC-5L which it extends.

All statutory and additional conditions of the policy also apply to this endorsement.

SEASONAL HOMEOWNER Form — 1008

Coverages

The amounts of insurance are shown on the Declarations. These amounts include the cost of cleaning and removal of debris as result of an Insured Peril.

If you must remove insured property from your premises to protect it from loss or damage, it is insured by this policy for 30 days or until your policy term ends - whichever occurs first. The amount of insurance will be divided in proportion that the value of the property bears to the value of all property at the time of loss.

COVERAGE A — DWELLING BUILDING

We insure:

- (a) The Dwelling and attached structures.
- (b) Permanently installed outdoor equipment on the premises, including fences within 75 meters (250 ft.) of the dwelling building, used principally for the service of the dwelling.
- (c) Outdoor swimming pool and attached equipment on the premises.
- (d) (Materials and supplies located on or adjacent to the premises intended for use in construction, alteration or repair of your dwelling or private structures on the

premises. We insure against the peril of theft only when your dwelling is completed and ready to be occupied.

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.

COVERAGE B — DETACHED PRIVATE STRUCTURES

We insure structures or buildings separated from the dwelling by a clear space, on your premises but not insured under Coverage A. If they are connected to the dwelling by only a fence, utility line or similar connection, they are considered to be detached structures. If you have more than one detached structure, the amount of insurance will be divided in the proportions that the value of each structure has to the value of all such structures at the time of loss. We do not insure private structures used in whole or in part for residential, business or agricultural purposes.

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 and boarders who are not related to you.

We do not insure loss or damage to motorized vehicles, aircraft or their equipment (except for motorized wheelchairs, watercraft, motorized lawn mowers, other gardening equipment or snow blowers). Equipment includes audio, visual, recording or transmitting equipment powered by the electrical system of a motor vehicle or aircraft.

2. We insure your personal property which is usually kept throughout the year at your premises for an additional amount of up to 10% of the amount of insurance on your personal property or \$1,500, whichever is the greater, while it is temporarily away from your premises anywhere in the world. 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 you.

Personal property kept at any other location you own, rent or occupy is not insured. Personal property stored in a warehouse is only insured against the peril of theft.

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

SPECIAL LIMITS OF INSURANCE;

We insure:

- (a) Books, tools and instruments pertaining to a business, profession or occupation for an amount up to \$ 2,000, in all, but only while on your premises. This applies to all items whether used in whole or in part for business, professional or

occupational purposes. Other business property, including samples and goods held for sale, is not insured.

- (b) Securities, memorabilia collections (such as sports cards or comic books), up to \$ 2,000. in all.
- (c) Money or bullion up to \$300. in all.
- (d) Watercraft, their trailers, furnishings, equipment accessories and motors up to \$ 1,000. in all.
- (e) Computer software up to \$ 1,000. in all. We do not insure the cost of gathering or assembling information or data.
- (f) Animals, birds and fish up to \$1,000. in all and only if they are kept as household pets.
- (g) Motorized lawn mowers; other motorized gardening equipment or snow blowers, up to \$5,000. in all.

The following special limits of insurance apply if the items described below are stolen:

- (h) Jewellery, watches, gems, fur garments and garments trimmed with fur up to \$ 2,000. in all.
- (i) Numismatic property (such as coin collections) up to \$500. in all.
- (j) Manuscripts, stamps and philatelic property (such as stamp collections) up to \$500. in all.

FIRE DEPARTMENT CHARGES

If there is an agreement with a fire department outside the municipality where your home is located, we will reimburse you up to \$1,000. (without deductible) if that fire department charges for attending your home because of an Insured Peril.

INSURED PERILS

You are insured against direct loss or damage caused by the following perils as described and limited.

1. FIRE and LIGHTNING.
2. EXPLOSION: This peril does not include water hammer.
3. SMOKE: This peril means smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the premises.
4. FALLING OBJECT: This peril means a falling object which strikes the exterior of a building but not objects which strike the building because of snowslide, landslide or any other earth movement.
5. IMPACT BY AIRCRAFT, OR LAND VEHICLE: This peril does not include loss or damage to fences, driveways and walks due to any impact by a vehicle owned or operated by you or your employees. Animals are not insured under this peril.
6. RIOT.

7. VANDALISM or MALICIOUS ACTS:

This peril does not include:

- a. loss or damage occurring while the dwelling is under construction or vacant even if permission for construction or vacancy has been given by us;
- b. damage caused by you;
- c. loss or damage caused by theft or attempted theft.

8. WATER ESCAPE, RUPTURE, FREEZING:

This peril means;

- a. accidental discharge or overflow of water or steam from within a plumbing, heating, interior sprinkler or air conditioning system, domestic appliance, swimming pool or equipment attached and public watermains;
- b. sudden or accidental bursting , tearing apart, cracking, burning or bulging due to pressure of water or steam, or lack of water or steam, in a plumbing, heating, interior sprinkler or air conditioning system or appliance for heating water;
- c. freezing of any part of a plumbing, heating, sprinkler or air conditioning system or domestic appliance within a building heated during the usual heating season.

This peril does not include damage:

- a. caused by continuous or repeated seepage or leakage;
- b. caused by backing up or escape of water from a sewer;
- c. to the system or appliance caused by rust or corrosion;
- d. to public watermains, outdoor swimming pools, outdoor hot tubs or similar installations or equipment attached;
- e. occurring while the building is under construction or vacant even if we have given permission for construction or vacancy.
- f. caused by freezing which occurs during the usual heating season and you have been away from your premises for more than four consecutive days. However, if you had arranged for a competent person to enter your dwelling daily to ensure that heating was being maintained or if you had shut off the water supply and had drained all the pipes and appliances you would still be insured.

A plumbing system under this peril does not include sewers, sumps, septic tanks, eavestroughs and downspouts.

We will repair or replace any part of the building that must be removed or torn apart before any insured damage can be repaired, except damage related to an outdoor swimming pool or equipment attached, or public watermains.

9. WINDSTORM OR HAIL. This peril does not include loss or damage to the interior of a building or your personal property within a building caused by windstorm, hail or coincidental rain

damage, unless the storm first creates an opening in the building.

Any watercraft you own are insured up to \$ 1,000. if they were inside a fully enclosed building at the time of loss. Canoes and rowboats are insured while in the open.

This peril does not include damage:

- a. to outdoor radio and TV antennae (including Satellite receivers) and their attachments;
- b. due to weight or pressure or melting of ice or snow, waves, floods whether driven by wind or not.

10. **GLASS BREAKAGE:** Glass that forms part of your dwelling or private structures on your premises, including glass in storm windows and doors is insured against accidental breakage.

This peril does not include loss or damage occurring while a building is under construction or vacant even if permission for construction or vacancy has been given by us.

11. **TRANSPORTATION.** This peril means loss or damage caused by collision, upset, overturn, derailment, stranding or sinking of any automobile or attached trailer in which the property is being carried. This would also apply to any conveyance of a common carrier.

This peril means loss or damage to your personal property while it is temporarily removed from your premises.

This peril does not include loss or damage to;

- a. property in a vacation or home trailer which you own;
- b. any watercraft, their furnishings, equipment or motors.

12. **THEFT, INCLUDING DAMAGE CAUSED BY ATTEMPTED THEFT.**

This peril does not include loss or damage:

- a. which happens at any other premises which you own, rent or occupy, except while you are temporarily living there;
- b. caused by any tenant, employee or member of the tenant's household if the part of the dwelling containing the property insured normally occupied by you is rented to others;
- c. of animals, birds or fish.

13. **DAMAGE CAUSED BY BEARS.**

14. **COLLAPSE OF A BUILDING OR ANY PART OF A BUILDING:** This peril does not include loss to an awning, fence, patio, pavement, swimming pool, outdoor radio and TV antennae (including satellite receivers) and their attachments, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock unless the loss is a direct result of the collapse of a building. Collapse does not include settling, cracking, shrinking, bulging, expansion, or the falling of ceiling or wall plaster.

LOSS OR DAMAGE NOT INSURED

We do not insure:

- a. loss or damage occurring after your dwelling has, to your knowledge, been vacant for more than 30 consecutive days;
- b. loss or damage caused by any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
- c. loss or damage caused by war, invasion, act of a foreign enemy, declared or undeclared hostilities, civil war, rebellion, revolution, insurrection or military power;
- d. buildings or structures used in whole or part for business or farming purposes unless declared in the Coverage Summary;
- e. losses or increased costs of repair due to the operation of any law regulating the zoning, demolition, repair or construction of buildings and their related services;
- f. loss or damage resulting from any intentional or criminal act or failure to act by:
 - a. any person insured by this policy; or
 - b. any person at the direction of any person insured by this policy;
- g. loss or damage to personal property while undergoing a process involving the application of heat, but resulting damage to other property is insured;
- h. loss of, or damage to any property illegally imported, stored transported, acquired or kept;
- i. loss of, or damage to books of account and evidences of debt or title;
- j. loss or damage to any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
- k. lawns, driveways and outdoor trees, shrubs and plants;
- l. loss or damage caused by snowslide, earthquake, landslide or any other earth movement. If any of these results in fire or explosion, we will pay only for the resulting loss or damage.

Seasonal Homeowners Broad 1009 or Seasonal Homeowners Comprehensive Coverage 1010

Should the Coverage Summary Page indicate that either of the above coverage forms apply, the insurance under various sections of this policy is changed as follows:

Section I – Property Coverages

With respect to the location specified:

1. The definition of “Dwelling” in the Definitions section is amended to read as follows:

“Dwelling” means the building described on the Coverage Summary Page, occupied by you as a private secondary or seasonal residence.

2. The description of insurance on Personal Property in Section I – Property Coverages as set out in paragraphs 1 to 4 inclusive under “Coverage C – Personal Property” is **DELETED**, and replaced by the following:

- a) We insure the contents of your dwelling and other personal property you own, wear or use, while on the premises, which is usual to the ownership or maintenance of a dwelling and usually kept at the premises throughout the year. Personal property usually kept throughout the year at any other location you own, rent or occupy is not insured.

If you wish, you may apply up to \$2,000 of the amount of insurance on your personal property to property of others while it is on that portion of your premises that you occupy. We do not insure property of roomers or boarders who are not related to you.

We do not insure loss or damage to motorized vehicles, trailers, and aircraft or their equipment (except for motorized wheelchairs, watercraft, motorized lawn mowers, other gardening equipment, snow blowers or motorized scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability). Equipment includes audio, visual, recording or transmitting equipment powered by the electrical system of a motor vehicle or aircraft.

- b) You may apply up to 20% of the amount of insurance on your personal property to cover your personal property while it is temporarily away from your premises anywhere in the world. We do not insure personal property usually kept at any other location you own, rent or occupy. Personal property removed from your premises for storage is covered for 30 consecutive days only.

Personal property stored in a warehouse is only insured against the peril of theft.

- c) We insure your personal property damaged by change of temperature resulting from physical damage to your dwelling, unit, or equipment by an Insured Peril. This applies only to personal property kept in the dwelling or unit.
- d) We insure your personal property that is being moved from the premises shown in the Coverage Summary to another location within Canada which is to be occupied by you as your seasonal dwelling. The limit of insurance for Personal Property will be divided between the premises, in transit and at the new location on the basis of the

percentage of the total value of the property at your seasonal dwelling, in transit and at the new location. This coverage applies only for a period of 30 days from the date you commenced removal or until your policy term ends, whichever occurs first.

3. Coverage B-Detached Private Structures for broad and comprehensive Seasonal Homeowners forms includes bunk houses, boathouses, boatlifts, docks, piers, wharves, and swimming rafts on your premises as well as those located elsewhere in the same resort area.
4. Under Coverage D-Additional Living Expenses, the insurance for "Fair Rental Value" applies only if, at the time of the loss, the dwelling was rented to others or you had an agreement for its rental to others.
5. Under "Insured Perils-Coverage C Broad Form", the peril of "Damage caused by Bears" is to be included.
6. The following "Additional Coverages" described in Section I of this policy are **DELETED**:
 - a) "Credit Card, Fund Transfer Card, Forgery and Counterfeit Money"
 - b) "Identity Fraud Expense Coverage."
7. **GUARANTEED REPLACEMENT COST (Building) Endorsement Form-0115**

If the Coverage Summary Page indicates that Guaranteed Replacement Cost – Building (Form 0115) is included, the endorsement form will be amended to read as follows: We agree to pay any loss under Coverage A-Dwelling Building on the basis of the following:

- a) We will pay the full cost of repairs or replacement without deduction for depreciation to a maximum of an additional 15% of the limit of insurance for Coverage A, as stated on the Coverage Summary Page. **Conditions for GRC(Building) Endorsement Form-0115**
 - (i) This extension applies only to the building occupied by you as a private secondary or seasonal residence.
 - (ii) You will maintain insurance on your building to 100% of its replacement cost based on your having presented an accurate description of your building at the time of application.
 - (iii) You will advise us within 30 days of any work performed on your building which increases the estimated replacement cost of your building by \$5,000 or more.
 - (iv) If any law, by-law or zoning regulation prohibits the repair or replacement of the damaged or destroyed building with similar materials or the replacement by a building of similar size, we will pay the Actual Cash Value of the damage up to the applicable amount of insurance stated on the Coverage Summary Page.

- (v) You will repair, rebuild, or replace the building on the same location, with building(s) of the same occupancy constructed with material of similar quality.

Otherwise the basis of claim payment in the policy will apply as if this coverage had not been in effect.

All other terms and conditions of the policy remain unchanged.

Under Section II – Liability Coverage

The following only applies if you do not have any other insurance for your legal liability:

1. The insurance under Coverage E-Legal Liability-applies only to the following and not as otherwise stated:
 - a) Your legal liability for Bodily Injury or Property Damage arising out of your ownership, use, or occupancy of the premises shown on the Coverage Summary Page. This insurance also applies if you assume, by written contract, the legal liability of others in relation to the premises.
 - b) “Watercraft Liability” as described in Coverage E, but only if “Watercraft Liability Extension” is shown on the Coverage Summary Page.

Your Legal liability for Bodily Injury or Property Damage will also extend to boat houses, boat lifts, docks, piers, wharves, and swimming rafts located elsewhere in the same resort area as the seasonal location indicated on the Declarations Page.

OPTIONAL PROPERTY COVERAGES and or LIMITATIONS

The following Optional Coverage(s) apply only when indicated on the Coverage Summary Page. We provide the insurance described in return for the premium specified and subject to the terms and conditions set out in the Optional Coverages.

TENANTS RESTRICTION ENDORSEMENT — Form TN-RE

When indicated on the Coverage Summary Page there is NO coverage under the perils of Vandalism or Malicious Acts, for loss or damage caused by tenants occupying the premises.

BOAT AND MOTOR FLOATER Form – 7802 or BM-11

If the Coverage Summary Page indicates Form 7802 or BM-11, we insure:

1. the boat(s) described in the Coverage Summary Page including its permanently attached equipment(except outboard motors);
2. the motor(s) described in the Coverage Summary Page including fuel containers and electric starting equipment or controls supplied as integral equipment by the manufacturer;
3. the boat trailers(s) described in the Coverage Summary Page;

4. boat and motor accessories not included in (1) or (2) above, including life preservers/jackets/personal floatation devices, batteries, oars, oarlocks, anchors, boat/motor covers, cushions, fire extinguishers, extra gasoline tanks, horns, pumps and similar property essential for usual operation, while such property is attached to or contained in or on the boat(s) covered by this insurance. Boat equipment does not include outboard motors, parasails, hang gliders, water skiing equipment, scuba gear, fishing tackle, other sporting equipment or other personal property. This class of equipment would be categorized under the personal property section of your policy and therefore subject to coverage terms pertinent to that section.

Insured Perils

The Coverage Summary Page will describe the items to be insured and specify whether a Limited Form or All Risk Form applies.

If the Coverage Summary Page indicates the **LIMITED FORM** is chosen, you are insured against loss or damage to the insured property directly caused by the following perils;

1. Fire, lightning or explosion;
2. Theft of the entire boat and/or motor including, if stolen therewith, property described as equipment in the Schedule of Property Insured;
3. Collision while afloat with any other vessel or object but, excluding loss or damage directly or indirectly caused by windstorm or flood, unless the boat is occupied at the time of loss or damage. Contact with the river, lake or sea bed shall not be considered to be a collision;
4. Impact by any vehicle or aircraft or object falling there from;
5. The collision, derailment or overturn of any land conveyance on which the insured property is being transported.

If the Coverage Summary Page indicates the **ALL RISK FORM** is chosen, you are insured against all risks of direct physical loss or damage from any external cause.

Both the LIMITED and ALL RISKS forms are subject to the exclusions, terms and conditions set out below.

Loss or Damage Not Insured

We do not insure:

1. any property illegally acquired, imported, kept, stored or transported;
2. any property lawfully seized or confiscated unless the property is destroyed to prevent the spread of fire;
3. loss or damage to electrical apparatus caused by electricity other than lightning. If fire ensues, we will pay for the damage caused by the fire;
4. any property used outside the territorial limits as described in the Definitions Section of this Form.

loss or damage to any watercraft, outboard motors, boating equipment or boat trailers caused by or resulting from:

5. wear and tear, gradual deterioration (including gradual loss or damage by any form of marine life), mechanical defects or breakdown, marring, (scratching, denting, chipping unless caused by theft or attempted theft), electrolysis, rust, corrosion, dampness or dryness of atmosphere or weathering, dry rot, fungi, spores or bacteria;
6. birds, vermin, rodents or insects;
7. any repairing, adjusting, servicing, maintenance operation, or while any work is being performed or if the loss is due to electrical currents, except lightning. Should fire or explosion ensue we will insure your loss, but only for the loss due to the fire or explosion;
8. ice, freezing, or extremes of temperature;
9. any watercraft or equipment illegally acquired by the insured or kept or seized or confiscated by an order of a public authority or as a result of a violation of any law;
10. any illicit or prohibited/illegal trade or transportation;
11. intentional or criminal acts of others who borrow or use your watercraft;
12. any intentional or criminal act or failure to act by:
 - a. any person insured under this form, or;
 - b. any person at the direction of any person insured under this form;
11. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
12. any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive materials;
13. the inability of the operator to maintain proper control of the watercraft while under the influence of intoxicating and/or illegal substances, and/or medications indicating restrictions pertaining to the operation of transportation devices or machinery.
14. We do not insure any property while it is:
 - a. rented or leased to others;
 - b. used to carry passengers for compensation, or;
 - c. being operated in any race, speed contest, speed test, except for sailboats in non-professional races organized by a yacht club of which you are a member.
17. dishonesty of persons to whom the insured property is entrusted, except carriers for hire;
18. We do not insure any property not being operated in accordance with the Canada Shipping Act regulations governing age and horsepower restrictions and operator competency requirements.

Basis of Claim payment

In the event of loss to watercraft, outboard motors, boating equipment and boat trailers we agree to pay on the basis of replacement cost, **up to the amount(s) of insurance shown on your Coverage Summary Page.** At the time of loss, we have the right to pay the cost of repairs or replacement (which ever is lower), with new property of similar kind, quality, and usefulness, without deduction for depreciation.

We will not pay more than the Actual Cash Value in the event of loss to watercraft, outboard motors, boating equipment and boat trailers;

1. if the damaged watercraft, outboard motor, boating equipment or boat trailer was more than 10 model years old at the beginning of the policy term;
2. if the damaged watercraft, outboard motor, boating equipment or boat trailer was not in proper working condition immediately before the loss;
3. if the watercraft, outboard motor, boating equipment or boat trailer was no longer used for its originally intended purpose;
4. unless repair or replacement is effected as soon as reasonably possible for boats &/or motors that qualify for replacement cost, and in no event more than one year after the date of loss.
5. should the Coverage Summary Page indicate an ACV settlement clause pertaining to any of the watercraft, outboard motor, boating equipment or boat trailer as endorsed by our underwriting department.

General Conditions/Definitions & Extensions of Coverage pertaining to the Boat and Motor Floater Form-7802

Actual Cash Value: means the cost at the time of loss to repair or replace property after applying a depreciation factor. In determining depreciation we will consider the condition immediately before the damage, the age, the resale value, obsolescence, the normal life expectancy of the property, or other factors deemed appropriate at the time of loss.

Deductible: We are responsible only for the amount by which the loss or damage caused by any of the Insured Perils exceeds the amount of the deductible shown on the Coverage Summary Page in any one occurrence.

Territory: The insurance covers only within the limits of Canada and Continental United States (excludes Alaska and Hawaii), unless otherwise endorsed hereon.

Newly Acquired Equipment: If you acquire any additional watercraft, outboard motors, boat trailers or miscellaneous equipment while this coverage is in effect, we will automatically insure it provided you tell us within 30 days of acquisition. We will not pay more than the amount(s) of insurance shown on your Coverage Summary Page plus 25%. This extension only applies to newly acquired watercraft of a type already insured under this coverage and which meets our underwriting requirements. We'll adjust your premium on a pro-rata basis from the date of the acquisition.

Loss of Use: If an insured peril causes your boat or motor to become unfit for use, we will reimburse your expenses to a total of \$500 per occurrence for the rental of a substitute boat or motor.

Minimum Retained Premium: Any return premium due you shall be subject to retention by us of a Minimum Premium equivalent to 75% of the premium charged for the form.

All statutory and additional conditions of the policy apply to this coverage.

FINE ARTS — Form FA-12

If the Coverage Summary Page indicates Form FA-12 applies, we insure your fine arts listed on the Coverage Summary Page against all risks of direct loss or damage subject to the terms and conditions set out below.

We will pay up to the amount shown for each item.

We insure the fine arts listed at the locations specified, unless the FLOATER coverage is indicated.

If the FLOATER cover is indicated, coverage will apply while in transit, or exhibition elsewhere within the Territorial Limits of Canada and the Continental United States, excluding the premises of Fairgrounds or any National or International exposition.

Loss or Damage Not Insured

We do not insure:

- a) property illegally imported, acquired, kept, stored or transported;
- b) property seized or confiscated unless such property is destroyed to prevent the spread of fire;
- c) breakage of fragile articles unless caused by fire, earthquake, explosion, falling object striking the exterior of a building, flood, impact by aircraft or land vehicle, lightning, riot, smoke, vandalism of malicious acts, windstorm or hail, or by accident to land vehicle, watercraft or aircraft or by theft or attempted theft.

If the Coverage Summary Page shows breakage coverage applies, the exclusion (c) shall not be applicable.

We do not insure loss or damage caused by or resulting from:

- wear and tear, deterioration, defect or mechanical breakdown;
- birds, vermin, rodents or insects;
- any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
- war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
- any intentional or criminal act or failure to act by:
 - a. any person insured under this form; or
 - b. any other person at the direction of any person insured under this form;
- any process or work being performed on your fine arts.

Special Conditions

Newly Acquired Articles If you acquire any additional fine arts, we will automatically insure these provided you tell us within 30 days of acquisition. Under this extension we will not pay more than 25% of the total amount of insurance provided by this floater.

Packing and Unpacking The fine arts must be packed and unpacked by competent packers.

Agreed Value If the Coverage Summary Page indicates "Agreed Value" for an insured item, it means we have agreed that the amount of insurance shown for that item is its Actual Cash Value.

Any loss or damage shall not reduce the amounts of insurance provided by this floater. If, following payment of claim, you acquire any articles to replace those which were lost or damaged, you must tell us within 30 days of acquisition.

All the statutory and additional conditions of the policy also apply to this coverage.

PERSONAL ARTICLES FLOATER Form PA-13

If the Coverage Summary Page indicates form PA-13 applies, we insure your Personal Articles listed on the Supplementary Schedule against all risks of direct physical loss or damage, subject to the terms and conditions below.

We will pay up to the amount shown for each item. We may elect to repair any damaged articles or replace any lost or damaged articles with another of like quality and value.

If your personal property is insured under Coverage C of Section 1 of this policy, then "Replacement Cost Cover", as described in the Basis of Claim Payment - Property section, will apply to your property insured under this Floater.

Loss or Damage Not Insured

We do not insure:

- 1) any property illegally acquired, imported, kept, stored or transported, or property seized or confiscated for breach of any law or by order of any public authority;
- 2) any property lawfully seized or confiscated unless the property is destroyed to prevent the spread of fire;
- 3) any musical instrument played for a fee unless we have given our written permission.

We do not insure loss or damage caused by or resulting from:

- 4) wear, tear, deterioration, defect or mechanical breakdown;
- 5) birds, vermin, rodents or insects;
- 6) any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
- 7) war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;

- 8) electrical currents, other than lightning, which damage electrical devices or appliances. If, however, a fire results, we will pay for the fire damage;
- 9) any intentional or criminal act or failure to act by:
 - a. any person insured under this form; or
 - b. any other person at the direction of any person insured under this form.

SPECIAL CONDITIONS

Stamp and Coin Collections: We will pay for loss or damage to your collection in the proportion that the amount of insurance on your collection bears to its cash market value at the time of loss. We will not pay more than \$250. on any single article of your collection. A single article means any one stamp, coin or other individual article or pair, strip, block, series, sheet, cover, frame, card or the like.

Newly Acquired Articles: If you acquire any additional articles of the type for which an Amount of Insurance is shown, we will automatically insure these under this coverage provided you notify us within 30 days. We will not pay more than \$5,000. under this extension.

Unless notice is given to us to the contrary, any reduction in the amount insured under any item of this Policy due to the payment of any loss or losses shall upon such payment automatically be reinstated for the balance of the term of said Policy, and an additional premium on a pro rata basis, shall on demand become payable therefor.

CAMERA DEDUCTIBLE CLAUSE: Each claim for loss or damage under this coverage for cameras and their equipment shall be adjusted separately and from the amount of such loss or damage we will deduct the sum of \$25.

All the statutory and additional conditions of the policy also apply to this coverage.

ENHANCED SPECIAL LIMITS ENDORSEMENT Form – 0401

If the Coverage Summary indicates ENHANCED SPECIAL LIMITS ENDORSEMENT is included, your policy is subject to the following enhancements:

In the policy DEFINITIONS, the definition of “YOU” or “YOUR” is enhanced by adding the following paragraph:

“In addition, an Insured or parent of an Insured who is dependent on the Named Insured or his or her spouse for support and maintenance is also insured while living in a nursing home.”

The Insuring Agreement for Coverage C – Personal Property for both Broad Form and Comprehensive Form, Principal Residence riders is enhanced with the following amendments:

1. Motorized golf carts are considered as covered motorized vehicles by adding “motorized golf carts” after “snow blowers” in the third paragraph of Coverage 1.

2. The following paragraph is added to Coverage 2:

“Personal Property of an Insured or parent of an Insured who is dependent on the Named Insured or his or her spouse for support and maintenance, while residing in a nursing home, is covered up to \$10,000.”

The Special Limits of Insurance Under Coverage C – Personal Property are increased as follows:

1. Books, tools and instruments pertaining to a business, profession or occupation for an amount up to \$5,000 while on your premises and \$2,500 while off your premises. This applied to all items whether used in whole or in part for business, professional or occupational purposes. Other business property, including samples and goods held for sale, is not insured.
2. Securities and memorabilia collections (such as sports cards or comic books) up to \$6,000 in all.
3. Money or Bullion, gold other than goldware, silver other than silverware and platinum up to \$1,000 in all.
4. Watercraft, their furnishings, equipment, accessories and motors up to \$5,000 in all.
5. Jewellery, watches, gems, fur garments and garments trimmed with fur up to \$6,000 in all.
6. Manuscripts, stamps and philatelic property (such as stamp collections) up to \$3,000 in all.
7. The personal property of a student, insured by the policy, while at a residence away from home if the student was there at any time during the 45 days before any loss up to \$20,000 in all.
8. Motorized lawn mowers, other motorized garden equipment, garden tractors and their attachments, or snow blowers up to \$15,000 in all.
9. Motorized golf carts: contents limit.

The limits provided under ADDITIONAL COVERAGES are increased as follows:

1. Outdoor Trees, Shrubs and Plants: The limit shown for any one tree, shrub or plant including debris removal expenses is increased to \$1,000.
2. Fire Department Charges: The limit shown is increased to \$5,000. or such other amount as may be specified on the Coverage Summary Page.
3. Food Freezer Contents: contents limit.
4. Lock Repair or Replacement: The limit shown is increased to \$1,000.
5. Credit Card, Fund Transfer Card, Forgery and Counterfeit Money: The limit shown is increased to \$10,000.

The following is added under ADDITIONAL COVERAGES:

1. Cemetery Property/Headstones: We will pay up to \$5,000. for loss or damage caused by a **Specified Peril** to grave markers

and mausoleums, that mark the grave of a spouse, child, parent or grandparent of an Insured.

Section II Liability coverage limits are increased to provide as follows:

1. Coverage F – Voluntary Medical Payments: The amount shown on the Coverage Summary Page is increased to \$5,000.

Coverage G – Voluntary Property Damage: The amount shown on the Coverage Summary Page is increased to \$1,000.

TV / RADIO ANTENNAE FLOATER Form — RE-14

If the Coverage Summary Page indicates Form RE-14 applies, we insure your permanently mounted television and or radio antenna and attachments listed on the Coverage Summary Page against all risks of direct physical loss or damage subject to the terms and conditions set out below.

The word "antenna" includes satellite dish receivers.

Loss or Damage Not Insured

We do not insure:

- 1) any property illegally acquired, imported, kept, stored or transported;
- 2) any property lawfully seized or confiscated unless the property is destroyed to prevent the spread of fire;
- 3) marring or scratching of any property unless caused by fire, explosion, theft or accident to a land vehicle, watercraft or aircraft.

We do not insure loss or damage caused by or resulting from:

- 4) wear, tear, deterioration, defect or mechanical breakdown;
- 5) any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
- 6) war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
- 7) electrical currents, other than lightning unless fire or explosion follows, and then only for the resulting damage;
- 8) any process or work being performed on the property where the damage results from such process or work;
- 9) earthquake;
- 10) flood, surface water, spray, waves, tides, tidal waves, ice or waterborne objects, all whether driven by wind or not, unless the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached;
- 11) any intentional or criminal act or failure to act by:
 - a. any person insured under this form; or
 - b. any other person at the direction of any person insured under this form.

Special Conditions

Installation Warranty — The scheduled articles must be installed and erected by a person qualified to do the work in accordance with any by-law or manufacturers' instructions.

Any loss or damage shall not reduce the amounts of insurance provided by this floater. If, following settlement of a claim, you acquire any articles to replace those which were lost or damaged, you must tell us within 30 days.

PERSONAL COMPUTER FLOATER Form — PC-15

If the Coverage Summary Page indicates Form PC-15 applies, we insure your Personal Computer System listed on the Coverage Summary Page against all risks of direct physical loss or damage subject to the terms and conditions set out below.

"Personal Computer System" means Equipment, Media and Software.

"Equipment" means the central processing unit and auxiliary equipment including, but not limited to terminals, keyboards, printers, disk and tape drives, cassette tape recorders and word processing equipment.

"Media" means any material on which data is electronically stored such as, but not limited to, magnetic tapes, diskettes, disk packs and cassettes.

"Software" means programs or instructions stored on media.

Loss or Damage Not Insured

We do not insure:

- 1) any property illegally acquired, imported, kept, stored or transported, or property seized or confiscated for breach of any law or by order of any public authority;
- 2) any property lawfully seized or confiscated unless the property is destroyed to prevent the spread of fire;
- 3) property undergoing any process, repair or operation where the damage results from such process, repair or operation, but we do insure resultant damage to other property scheduled on the Coverage Summary Page;
- 4) the cost of gathering or assembling information or data.

We do not insure loss or damage caused by or resulting from:

- 5) wear, tear, deterioration, defect or mechanical breakdown;
- 6) birds, vermin, rodents or insects;
- 7) any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
- 8) war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
- 9) any intentional 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;
- 10) electric or magnetic injury, disturbance, or erasure of electronic recordings except by lightning;
- 11) electrical currents, other than lightning, which damage electrical devices or appliances. If, however, a fire results, we will pay for the fire damage.

BASIS OF CLAIM PAYMENT

1. We will pay up to the amount shown for each item. Claims for loss or damage will be settled on the basis of Replacement Cost provided that:
 - a. the property at time of loss was usable for its original purpose, and
 - b. you have repaired or replaced the property promptly.

Otherwise the basis of claim settlement will be the Actual Cash Value at the date of the occurrence

SPECIAL CONDITIONS

Any loss or damage shall not reduce the amounts of insurance provided. If, following payment of a claim, you acquire any articles to replace those which were lost or damaged, you must tell us within 30 days.

Newly Acquired Articles If you acquire any additional equipment, media or software we will automatically insure these under this form provided you notify us within 30 days. We will not pay more than \$5,000. under this extension for equipment nor more than \$1,000. for media or software.

All the statutory and additional conditions of the policy apply to this endorsement.

SPORTS EQUIPMENT FLOATER Form — SP-16

If the Coverage Summary Page indicates Form SP-16 applies, we insure your Sports Equipment listed on the Coverage Summary Page against all risks of direct physical loss or damage, subject to the terms and conditions set out below.

If your personal property is insured under Coverage C of Section 1 of this policy, then "Replacement Cost Cover", as described in the Basis of Claim Payment - Property section, will apply to your property insured under this Floater.

Loss or Damage Not Insured

We do not insure:

- 1) any property illegally acquired, imported, kept, stored or transported, or property seized or confiscated for breach of any law or by order of any public authority;
- 2) any property lawfully seized or confiscated unless the property is destroyed to prevent the spread of fire;
- 3) loss or damage to tires or tubes unless co-incident with other loss or damage insured under this floater.

We do not insure loss or damage caused by or resulting from:

- 4) wear, tear, deterioration, defect or mechanical breakdown;
- 5) birds, vermin, rodents or insects;
- 6) any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
- 7) war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
- 8) any intentional or criminal act or failure to act by:
 - a. any person insured under this form; or
 - b. any other person at the direction of any person insured under this form;
- 9) dampness or dryness of atmosphere, extremes or changes of temperature, heating, shrinking, breakage of glass or similar fragile materials, marring, scratching, denting, tearing, rust or corrosion, exposure to light or change in colour or finish;
- 10) breakage while in use;
- 11) property undergoing any process or while being worked on, where the damage results from such process or work, but the resulting damage to other property is insured.

Special Conditions

Newly Acquired Articles If you acquire any additional sports equipment, we will automatically insure these provided you tell us within 15 days of acquisition. Under this extension we will not pay more than 25% of the total amount of insurance provided by this form.

All the statutory and additional conditions of the policy apply to this floater.

WATER DAMAGE EXTENSION (Sewer Back-up) Form — WD-17

If Water Damage Extension, form WD-17 is shown as an additional coverage for any location, the form insuring that location is extended to insure, at that location, against direct loss or damage caused by the backing up or escape of water from a sewer or drain, sump, septic tank, eaves trough or downspout connected to a sewer.

This coverage does not apply to loss or damage:

- 1) caused by flood, surface water, spray, waves, tides, tidal waves, ice or waterborne objects, all whether driven by wind or not;
- 2) caused by water below the surface of the ground, including water which exerts pressure on or flows, seeps or leaks through side walks, driveways, foundations, walls, basement or other floors or through doors, windows or any other openings;
- 3) occurring while the dwelling is under construction or vacant, even if we have given permission for construction or vacancy;
- 4) caused by backup, escape or overflow of water or sewage from sewers or drains outside your dwelling;

- 5) caused by continuous or repeated seepage or leakage

Coverage under this endorsement is subject to the deductible and all other terms and conditions of the form it extends.

All the statutory and additional conditions of the policy also apply to this endorsement.

WATER DAMAGE EXTENSION (Sewer Back-up) Limited Form — WD-17L

If Water Damage Extension (Limited), form WD-17L is shown as an additional coverage for any location, the form insuring that location is extended to insure, at that location, against direct loss or damage caused by the backing up or escape of water from a sewer or drain, sump, septic tank, eaves trough or downspout connected to a sewer.

This coverage does not apply to loss or damage:

- 1) caused by flood, surface water, spray, waves, tides, tidal waves, ice or waterborne objects, all whether driven by wind or not;
- 2) caused by water below the surface of the ground, including water which exerts pressure on or flows, seeps or leaks through side walks, driveways, foundations, walls, basement or other floors or through doors, windows or any other openings;
- 3) occurring while the dwelling is under construction or vacant, even if we have given permission for construction or vacancy;
- 4) caused by backup, escape or overflow of water or sewage from sewers or drains outside your dwelling;
- 5) caused by continuous or repeated seepage or leakage.

Coverage under this extension is limited to a maximum of \$5,000. in all or other such limit specified on the Coverage Summary Page for this extension.

Coverage under this endorsement is subject to the deductible and all other terms and conditions of the form it extends.

All the statutory and additional conditions of the policy also apply to this endorsement.

REDUCED GLASS DEDUCTIBLE (Dwelling Building(s) Only) Form — GL-RD

If the Coverage Summary Page indicates Form GL-RD applies, we insure glass that forms part of your dwelling or private structure on your premises, including glass in storm windows and doors against accidental breakage. We are responsible only for the amount by which the breakage exceeds the amount of the deductible shown on the Coverage Summary Page.

All the statutory and additional conditions of the policy apply to this extension.

RESIDENCE GLASS EXTENSION Form — GL-19

If this coverage is indicated on the Coverage Summary Page we insure glass that forms part of your dwelling, seasonal dwelling, or private structure on your premises including glass in windows and doors against accidental breakage.

We do not cover Loss or Damage:

1. Recoverable under the policy to which this endorsement is attached.
2. Occurring while a building in which the insured glass is located under construction or vacant even if we have given permission for construction or vacancy.

Seasonal unoccupancy will not be considered to be vacancy unless the unoccupancy extends beyond 12 months.

3. Caused or resulting from your intentional or criminal acts or the intentional or criminal acts of any person whose property is covered under the policy to which this endorsement is attached.

We are responsible only for the amount by which the breakage exceeds the deductible mentioned on the Coverage Summary Page.

FOOD FREEZER FLOATER Form — FF-20

If the Coverage Summary Page indicates Form FF-20 applies, we insure up to the amount specified on the Coverage Summary Page or up to \$1,000. in all on:

1. food freezer(s) on your premises against all risks of direct physical loss or damage;
2. frozen foods against spoilage caused by power failure or mechanical breakdown of the food freezer(s) on your premises.

All the statutory and additional conditions of the policy apply to this extension.

LOSS OR DAMAGE NOT INSURED

We do not insure loss or damage:

- 1) to the insured freezer(s) caused by or resulting from wear and tear, gradual deterioration, inherent vice, latent defect, mechanical breakdown dampness of atmosphere, vermin, insects, rust, corrosion, mould, marring or scratching;
- 2) to insured food caused by:
 - a) improper or faulty wrapping, packing or handling;
 - b) inherent vice or natural spoilage;
- 3) caused by or resulting from your intentional or criminal acts.

Settlement will not include any expenses incurred in the acquisition of frozen food.

All the statutory and additional conditions of the policy apply to this extension.

**DWELLING UNDER CONSTRUCTION
ENDORSEMENT
Form — 0141**

It is hereby understood and agreed that we insure for direct physical loss to property covered under Section 1 caused by:

- 1) Theft or attempted theft in or from your dwelling under construction;
- 2) Vandalism or malicious acts occurring while your dwelling is under construction; Loss caused by you is not covered;
- 3) Breakage of glass on premises that forms or is to form part of the building;
- 4) Collision, upset, overturn, derailment, stranding or sinking of any automobile or trailer; or any conveyance of a common carrier, in which the materials or supplies intended to form part of the building is being carried;
- 5) Rupture of a heating, plumbing, interior sprinkler or air conditioning system, or by escape of water from such a system, a domestic appliance, or from a swimming pool or attached equipment, or from a public water main occurring while your dwelling is under construction. Continuous or repeated seepage or leakage is not covered.

**ROOF COVERING RESTRICTION CLAUSE
FORM — 0119**

It is hereby understood and agreed that the roof covering of the building to which this clause is endorsed will not be covered for loss or damage by the perils of Windstorm or Hail.

**VACANCY PERMIT
FORM — 0125**

In consideration of the additional premium indicated, if any, permission is hereby granted for the building(s) described in the Coverage Summary to be vacant or unoccupied for the period indicated.

If the Coverage Summary indicates Vacancy Permit 2/3 Coverage Form, then in case of loss or damage during the term of Vacancy, the liability of the Company shall not exceed TWO-THIRDS of the amount the Company would otherwise be liable for had the property not become vacant.

Provided that during such period, the building(s) shall be under the supervision and care of some competent person, and the doors and windows shall be securely closed and all rubbish removed from the building(s); otherwise this policy is null and void.

WARNING! PLEASE READ YOUR POLICY, AS CERTAIN PERILS MAY NOT APPLY DURING VACANCY OR UNOCCUPANCY.

BASIS OF CLAIM PAYMENT

— Property Coverages

We will pay for insured loss or damage 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 one occurrence.

Any loss or damage shall not reduce the amounts of insurance provided by this policy.

DEDUCTIBLE: WE ARE RESPONSIBLE ONLY FOR THE AMOUNT BY WHICH THE LOSS OR DAMAGE CAUSED BY ANY OF THE INSURED PERILS EXCEEDS THE AMOUNT OF THE DEDUCTIBLE SHOWN ON THE COVERAGE SUMMARY PAGE IN ANY ONE OCCURRENCE, UNLESS THE AMOUNT OF THE DEDUCTIBLE IS \$200. OR LESS AND THE AMOUNT OF THE LOSS EXCEEDS \$5,000., IN WHICH CASE WE SHALL NOT APPLY THIS DEDUCTIBLE.

IF YOUR CLAIM INVOLVES PERSONAL PROPERTY ON WHICH THE SPECIAL LIMITS OF INSURANCE APPLY, THE LIMITATIONS APPLY TO THE LOSSES EXCEEDING THE DEDUCTIBLE AMOUNT.

Insurance Under More Than One Policy: If you have insurance on specifically described property your 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, our policy will pay its rateable proportion of the loss or claim.

Subrogation: We will be entitled to assume all your rights of recovery against others and may 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.

DWELLING BUILDING and DETACHED STRUCTURES

If you repair or replace the damaged or destroyed building on the same location with a building of the same occupancy constructed of materials of similar quality within a reasonable time after the damage, you may choose as the basis of loss settlement either (A) or (B) below; otherwise, settlement will be as in (B).

- (A) The cost of repairs or replacement (whichever is less) without deduction for depreciation, in which case we will pay in the proportion that the applicable amount of insurance bears to 80% of the Replacement Cost of the damaged building at the date of damage, but not exceeding the actual cost incurred.
- (B) The Actual Cash Value of the damage at the date of the occurrence.

In determining the cost of repairs or replacement under (A) or the amount payable under (B) above, we will not pay or include the increased cost of repair or replacement due to the operation of any law regulating the zoning, demolition, repair or construction of buildings and their related services.

Seasonal Dwelling — Fire and Extended Coverage

We will pay the Actual Cash Value of insured loss or damage 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 one occurrence.

Mobile Home

If your dwelling is a mobile home, the basis of settlement will be the Actual Cash Value of the damage at the date of occurrence and not as previously stated. Also, coverage will only apply at the location specified in the Coverage Summary Page, and will not apply while the Mobile Home is being moved, or is at a location not specified.

Improvements and Betterments:

If you are a tenant, and within a reasonable time after damage, you replace or repair loss or damage to your improvements or betterments with materials of similar quality, we will pay the actual cost of repairs or replacement (whichever is less) without deduction for depreciation.

If loss or damage is not replaced or repaired within a reasonable time, we will pay the Actual Cash Value of the loss or damage at the date of the occurrence.

Personal Property: We will pay the Actual Cash Value of the damage up to the applicable amount of insurance.

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.

Special Limits on Personal Property:

Special limits of insurance apply to specific classes of Personal Property. These Special Limits may be expressed separately on individual coverages provided in this form or on other policies. These Special Limits are not cumulative and only one per specified class of personal property will be applied to each loss occurrence.

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 pay only the cost that would have been required if material or parts were available. We will pay on the basis of the last known cost of materials or parts.

Loss to a Pair or Set:

In the case of loss or damage to any article or articles, whether scheduled or unscheduled, which are part of a set, the measure of loss of or damage to such article or articles shall be a reasonable and fair proportion of the total value of the set, but in no event shall such loss or damage be construed to mean total loss of set.

Loss to Parts:

In the case of loss or damage to any part of the insured property whether scheduled or unscheduled, consisting, when complete for

use, of several parts, we are not liable for more than the insured value of the part lost or damaged, including the cost of installation.

REPLACEMENT COST ON CONTENTS ENDORSEMENT Form — RCC2

If the Coverage Summary Page indicates that Replacement Cost on Contents Form RCC2 is included, we agree to pay any loss under Coverage C — Personal Property — on the basis of Replacement Cost. As well, if it is stated that “Replacement Cost Cover” is applicable to personal property insured in the Optional Property Coverages section, we will pay for loss or damage to such property on the basis of “Replacement Cost”. In both cases, it being provided that:

- (a) the property at the time of loss was usable for its original purpose;
- (b) you have repaired or replaced the property promptly;
- (c) you are the owner of the lost or damaged property.

Otherwise the basis of claim payment will apply as if this coverage had not been in effect.

“Replacement Cost” means the cost, at the time of loss, of repair or replacement (whichever is lower) with new property of similar kind and quality, without deduction for depreciation.

Replacement Cost coverage does not apply to:

- 1) Property no longer in use for its originally intended purpose nor property, the age or historic condition of which has rendered it obsolete or unusable for the purpose for which it was originally intended;
- 2) Property that has not been maintained in good or workable condition;
- 3) Antiques, fine arts, paintings, statuary and similar articles which, by their inherent value, cannot be replaced with a similar article;
- 4) Articles whose age or history contribute substantially to their value including, but not limited to memorabilia, souvenirs, and collector's items.

WE WILL NOT BE LIABLE FOR ANY LOSS UNDER THIS INSURANCE UNLESS AND UNTIL ACTUAL REPAIR OR REPLACEMENT IS COMPLETED.

You may elect not to replace some of the destroyed or stolen property. Settlement for the property not replaced will be on an Actual Cash Value basis. If, at a later date, you decide to replace any destroyed or stolen property, you are permitted to make an additional claim under this insurance but only if you present the claim within 180 days after the date of loss.

GUARANTEED REPLACEMENT COST (Building) Endorsement Form — GRC-1

Subject to the conditions stated below, if the Coverage Summary Page indicates that Guaranteed Replacement Cost — Building (Form GRC-1) is included, we agree to pay any loss under Coverage A — Dwelling Building on the basis of the following:

- (a) We will pay the full cost of repairs or replacement without deduction for depreciation even if it exceeds the limit or amount of insurance stated on the Coverage Summary Page.

CONDITIONS

This extension applies only to the building occupied by you as a principal residence.

1. You will maintain insurance on your building to 100% of its replacement cost based on your having presented an accurate description of your building at the time of application.
2. You will advise us within 30 days of any work performed on your building which increases the estimated replacement cost of your building by \$5,000. or more.
3. If any law, by-law or zoning regulation prohibits the repair or replacement of the damaged or destroyed building with similar materials or the replacement by a building of similar size, we will pay the Actual Cash Value of the damage up to the applicable amount of insurance stated on the Coverage Summary Page.
4. You will repair, rebuild or replace the building on the same location, with building(s) of the same occupancy constructed with material of similar quality.

Otherwise the basis of claim payment in the policy will apply as if this coverage had not been in effect.

All other terms and conditions of the policy remain unchanged.

SECTION II — LIABILITY COVERAGE

Additional Definitions applicable to Section II.

As used in this section:

1. **"You"** or **"Your"** also means:
 - (a) any person or organization legally liable for damages caused by a watercraft or animal owned by you, and to which the insurance under this section applies. This does not include anyone using or having custody of the watercraft or animal in the course of any business or without your permission.
 - (b) 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 section;

- (c) 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 insured premises.
 - (d) any person who is insured by this form at the time of your death and who continues residing on the insured premises;
 - (e) if you are a partnership or joint venture, your partners and your members and their spouses, but only with respect to the conduct of your agriculture operations. No person or organization is insured with respect to the conduct of any current or past partnership or joint venture who is not shown as a Named Insured on the Coverage Summary Page;
 - (f) if you are an organization other than a partnership or joint venture, your executive officers, directors or shareholders, while acting within the scope of their duties as such with respect to the conduct of your agricultural operations;
 - (g) any person or organization named on the Coverage Summary Page as an "additional insured".
2. **"Farm Employee"** means a person employed by you to perform duties principally connected with your agricultural activities outside of your dwelling.
 3. **"Residence Employee"** means a person employed by you, other than a Farm Employee, to perform exclusively household or domestic duties in connection with the maintenance or use of your farm dwelling. This does not include, if living in your household, your spouse, whether common law or otherwise, the relatives of either of you or anyone under 21 in your care.
 4. **"Business"** means any activity or pursuit undertaken for financial gain including a trade, profession or occupation, but does not include farming or agricultural activity.
 5. **"Bodily Injury"** means bodily injury, sickness or disease or resulting death.
 6. **"Property Damage"** means physical injury to, or destruction of tangible property, including resulting loss of use of this property.
 7. **"Occurrence"** means an accident, including continuous and repeated exposure to substantially the same general harmful conditions.
 8. **"Insured Premises"** means:
 - (a) residential or agriculture premises at the location(s) shown on the Coverage Summary Page;
 - (b) other agricultural land owned, rented or leased by the person(s) named as the Insured on the Coverage Summary Page, or his or her spouse, and used for agricultural purposes;
 - (c) individual or family cemetery plots or burial vaults;
 - (d) vacant land you own or rent, excluding agricultural land;
 - (e) land where an independent contractor is building a one or two family residence to be occupied by you;

(f) premises you are using or where you are temporarily residing if you do not own such premises; but "Insured Premises" does not include any business property, meaning property on which a business is conducted.

9. **"Recreational Vehicle"** means any motorized land vehicle, including a motorized snow vehicle, designed for recreational use off public roads and not subject to motor vehicle registration.

10. **"Products Hazard"** means the consumption, handling or use of goods or products manufactured, sold, handled or distributed by you if the consumption, handling or use occurs away from your premises after you have relinquished possession of the goods or products.

Declarations—

Unless stated on the Coverage Summary Page or Supplementary Schedule it is understood and agreed:

(a) you own no Residence Premises other than the Principal Residence maintained by you;

(b) you own no watercraft

(i) equipped with an outboard motor rated more than 25 h.p. (19kW) or

(ii) equipped with an inboard or inboard/outboard motor rated more than 50 h.p. (38kW) or

(iii) of any other type over 26 feet (8m) in overall length;

(c) you do not engage in custom farming;

(d) no business or occupational pursuits are conducted on the premises other than farming or agricultural activity;

(e) there are no permanent residence employees.

Coverages E, F, G and H

This insurance applies only to accidents or occurrences which take place during the term of this policy.

The amounts of insurance are shown on the Coverage Summary Page.

COVERAGE E — LEGAL LIABILITY

We pay all sums which you become legally obligated to pay as compensatory damages because of unintentional bodily injury or, property damage to which this insurance applies.

The amount of insurance shown on the Coverage Summary Page is the maximum amount we will pay, under one or more Sections of Coverage E, for all compensatory damages in any one occurrence, regardless of the number of

(i) persons insured;

(ii) claims made or actions brought; or

(iii) persons or organizations making claims or bringing actions.

With respect to damages arising out of the "Products Hazard," the amount of insurance is also the maximum amount we will pay for all occurrences during any 12 month period commencing with the effective date of this policy and the effective date of each subsequent renewal. If the policy is extended for an additional period of less than 12 months, the additional period will be considered part of the last preceding period for the purposes of determining the amount of insurance.

All Bodily Injury and/or Property Damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

In the case of "Products Hazard" all damages arising out of one crop or one prepared or acquired lot of goods or products manufactured, sold, handled or distributed by you shall be considered as arising out of one occurrence.

Subject to all Exclusions and Conditions of this policy, **you are insured for claims made against you arising from;**

1. **Personal Liability:** legal liability for bodily injury or property damage arising out of your personal activities anywhere in the world, if you are an individual.
2. **Premises Liability:** legal liability for bodily injury or property damage arising out of your ownership, use or occupancy of the insured premises.
3. **Agricultural Operations Liability:** legal liability for Bodily Injury or Property Damage arising out of your agriculture operations.
4. **Tenants Legal Liability:** legal liability for property damage to residential premises or their contents which you are using, renting or have in your custody or control caused by the Insured Perils as described and limited in Section I respecting your particular policy.

You are not insured for property damage to buildings or structures, including their contents, on the farm premises, other than a residence building you do not own and which you occupy solely for residential purposes.

You are not insured for liability you have assumed by contract unless your legal liability would have applied even if no contract had been in force.

5. **Contractual Liability:** Bodily Injury or Property Damage for which you are obligated to pay compensatory damages because, prior to the occurrence for which the claim is made, you assumed liability of others in a written contract or agreement pertaining to the insured premises.

You are not insured for liability assumed in any contract or agreement;

- (i) where you assume liability for the sole negligence of the other party or parties to the contract or agreement; or
- (ii) in connection with any business or business use of the premises.

6. **Employers Liability:** legal liability for bodily injury to:

- (a) residence employees, and
- (b) farm employees, but only if the Coverage Summary Page indicates that Employers Liability is included and the annual payroll amount is shown,

arising out of and in the course of their employment by you.

The annual payroll amount shown in the Coverage Summary must be for at least the insured's actual annual payroll, otherwise coverage will not apply.

You are not insured for claims made against you resulting from the ownership, use or operation of any aircraft or air cushion vehicle while being operated or maintained by your employee.

You are not insured for any liability imposed upon or assumed by you under any workers' compensation statute, or assumed by you under any contract or agreement with an employee.

You are not insured for claims made against you for bodily injury to a person employed by you in violation of any law relating to age.

7. **Contingent Employers Liability:** legal liability for bodily injury to employees arising out of and in the course of their employment by you, on whose behalf contributions are made by you under any Workers' Compensation plan, or Voluntary Compensation plan, and where the employee is entitled to benefits under such plan;

- (i) makes a claim which is beyond the scope of the protection of the plan, or
- (ii) may be denied protection under such plan, or
- (iii) may, in respect to such bodily injury, elect to take legal action against you.

You are not insured for claims or actions brought against you arising out of the ownership, maintenance, use or operation of any aircraft or air cushion vehicle while being operated or maintained by your employee.

8. **Watercraft Liability:** legal liability for Bodily injury or Property Damage arising out of:

- (a) Watercraft you own: the ownership, maintenance, use or operation of watercraft equipped with an outboard motor or motors of not more than 19k W(25 HP) in total when used with or on a single watercraft. You are also insured if your watercraft has an inboard or inboard-outboard motor of not more than 38k W (50 HP) or for any other type of watercraft not more than 8 meters (26 feet) in length.

If you own any motor(s) or watercraft larger than those stated above, you are insured only if they are shown on the Coverage Summary Page. If they are acquired after the effective date of this policy, you will be insured automatically for a period of 30 days only from the date of their acquisition.

- (b) Watercraft you do not own: You are insured against claims arising out of your use or operation of watercraft which you do not own, provided:
 - (i) the watercraft is being used or operated with the owner's consent;
 - (ii) the watercraft is not owned by anyone included in the definition of "you" or "your" in Section II of this form.

You are not insured for damage to the watercraft itself.

9. **Motorized Vehicle Liability:** legal liability for Bodily injury or Property Damage arising out of:

- (a) **Vehicles You Own:** the ownership, maintenance, use or operation of the following motorized vehicles provided they are not subject to motor vehicle registration or used for compensation or hire:
 - (1) self propelled wheelchairs;
 - (2) lawn mowers, snow blowers, farm or garden tractors, trailer or farm implements if these are used or operated mainly on the insured premises;
 - (3) recreational vehicles while on your farm premises but not while being used in any organized race or contest;
 - (4) motorized golf carts while on the insured premises or while used for golfing purposes;
 - (5) any other motorized vehicles while on the insured premises and which are not subject to motor vehicle registration because they are used exclusively on the insured premises or kept in dead storage on the insured premises.
- (b) **Vehicles You Do Not Own:** Your use or operation of any self-propelled land vehicle or amphibious vehicle which you do not own, provided that:
 - (i) the vehicle is not subject to motor vehicle registration and is designed primarily for use off public roads;
 - (ii) you are not using it for commercial business or organized racing. You are not insured for property damage to the vehicle itself;
 - (iii) the vehicle is being used or operated with the owner's consent;
 - (iv) the vehicle is not owned by anyone included in the definition of "you" or "Your" in Section II of this form.
- (c) **Attached Machinery:** the functional use or operation for your farming purposes of machinery or apparatus mounted on or attached to a motorized vehicle, while at the site of the use or operation of such machinery or apparatus. This insurance does not apply, either as primary or excess coverage, to Bodily Injury or Property Damage with respect to which any motor vehicle liability insurance is in effect or required by law to be in effect.

10. **Trailer Liability;** legal liability for bodily injury or property damage arising out of your ownership, maintenance, use or operation of any utility, boat, camp or home trailer or its equipment, provided that such trailer is not being towed by, attached to or carried on a motorized vehicle.
11. **Business and Business Property Liability;** legal liability for bodily injury or property damage arising out of:
 - (1) your work for someone else as sales representative, collector, messenger, clerk or teacher, provided the claim does not involve physical disciplinary action to a student or injury to a fellow employee;
 - (2) the occasional rental of your residence to others; 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;
 - (3) the rental of space in your residence to others for incidental office, school or studio occupancy;
 - (4) the rental to others, or holding for rent, of not more than three car spaces or stalls in garages or stables;
 - (5) activities during the course of your trade, profession or occupation which are ordinarily considered to be non-business pursuits;
 - (6) the temporary or part time business pursuits of an insured person under the age of 21 years.

You are insured for claims made against you arising from the following business pursuits, only if the properties or operations are declared on the Coverage Summary Page:

- (1) the rental of residential buildings containing not more than six dwelling units;
- (2) the use of part of your residence by you for incidental office, school or studio occupancy.

DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS

We will defend you against any suit which makes claims against you for which you are insured under Coverage E and which alleges bodily injury or property damage and seeks compensatory damages, even if groundless, false or fraudulent. We reserve the right to investigate, negotiate and settle any claim or suit if we decide this is appropriate.

In addition to the amount of insurance under Coverage E, we will pay:

- (1) all expenses which we incur;
- (2) all costs charged against you in any suit insured under Coverage E;
- (3) any interest occurring after judgement on that part of the judgement which is within the amount of insurance of Coverage E;
- (4) premiums for appeal bonds required in any insured law suit involving you and bonds to release any property that is being

held as security, up to the amount 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 up to \$50 a day for your actual loss of wages or salary up to a maximum of \$250 in any one claim or suit, which you incur at our request.

EXCLUSIONS

You are not insured for claims made or actions brought against you for:

1. bodily injury or property damage arising out of the ownership, maintenance, use, operation or entrustment to others of any motor vehicle, trailer, amphibious vehicle, aircushion vehicle or watercraft, except those for which coverage is provided in this form.

This exclusion does not apply to Employers Liability.

2. property damage to:
 - (a) property you own;
 - (b) property you use, occupy, lease or in your care, custody or control. This exclusion does not apply to Tenants' Legal Liability;
 - (c) personal property or fixtures as a result of work done on them by you or anyone on your behalf;
3. (a) bodily injury to you or any person residing in your household other than a residence employee;
- (b) bodily injury, if you are an organization, to any executive officer, partner, director or shareholder of the organization or the spouse or relative of any of them, if such person resides on the farm premises;
4. bodily injury or property damage due to war, invasion act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
5. bodily injury or property damage which is also insured under a nuclear energy liability policy issued by the Nuclear Insurance Association of Canada, or any other group or pool of Insurers regardless of exhaustion of such policy amounts or its termination;
6. bodily injury or property damage arising out of your business or any business use of the insured premises except as specified in the Coverage Summary ;
7. bodily injury or property damage arising out of the rendering of or failure to render any professional service;
8. bodily injury or property damage caused by any intentional 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;

9. bodily injury or property damage which arises out of the transmission of a communicable disease by any person insured by this policy;
10. bodily injury or property damage arising out of the ownership, maintenance, use or operation or entrustment to others of any aircraft.

This exclusion does not apply to Employers' Liability;

11. bodily injury or property damage arising out of the ownership, maintenance, use or operation by you or on your behalf, of any premises for the purpose of an airport or aircraft landing strip;
12. bodily injury or property damage arising or resulting from any substance released or discharged from any aircraft;
13. custom farming operations performed for others for charge under any agreement or contract unless stated in the Coverage Summary;
14. property damage to products manufactured, sold handled or distributed by you arising out of such products or any part of the products;
15. property damage to work performed by you or on your behalf arising out of such work or any part of the work;
16. bodily injury or property damage arising out of the "products hazard", but this exclusion does not apply to farm products other than:
 - (a) manufactured products including fertilizers, herbicides, pesticides or other chemicals;
17. sickness, disease or death of animals arising from your feedlot operations, if any;
18. (a) bodily injury or property damage arising out of the discharge, dispersal, release or escape of pollutants, into or upon land, the atmosphere or any water of any description no matter where located or how contained, or into any watercourse, drainage or sewage system, but this exclusion does not apply if such discharge, dispersal or release or escape is sudden or accidental. The word "sudden or accidental" mean an unexpected and unintentional discharge, dispersal or escape which is detected by any person within 120 hours after the commencement of the discharge, dispersal, release or escape;
- (b) the cost of removing, nullifying, containing, treating, detoxifying, neutralizing or cleaning up pollutants, except such cost as may be incurred as part of claims not excluded under 18(a) above.

"Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to, vapors, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This exclusion (18) does not apply to smoke or fumes from a "hostile fire" meaning a fire which becomes uncontrollable or breaks out from where it was intended to be.

19. property damage you cause while you are unlawfully on the premises of others, or any obligation to share compensatory damages with or repay someone else who must pay compensatory damages for property damage arising out of acts committed by you or such other person while unlawfully on the premises of others;
20. liability you have assumed under any contract or agreement except those for which coverage is provided under "Contractual Liability" in this section of the policy. This exclusion does not apply to bodily injury or property damage for which you would have been legally liable in the absence of the contract or agreement;
21. bodily injury to an employee if the bodily injury arises out of and in the course of his or her employment by you, except as provided for under "Employer's Liability" in this section of the policy;
22. bodily injury or property damage arising from premises you own, rent, use or occupy, other than the insured premises, but this exclusion does not apply to the grazing of your livestock on other premises.
23. the use or operation of any watercraft, whether owned by you or not, while it is:
 - being operated or controlled by you while you are under the influence of intoxicating liquor or drugs to such an extent as to be for the time being incapable of proper operation or control of the watercraft;
 - being operated or controlled by you while your alcohol-blood ratio exceeds 80 milligrams of alcohol in 100 milliliters of blood;
24. an animal you own or for which you are responsible which has been declared under any law, by-law or municipal ordinance to be a dangerous animal;
25. (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;
26. the personal actions of a Named Insured who does not reside on the premises described in the Coverage Summary;
27. your use or operation of any motorized vehicle or watercraft while you are under such age as is prescribed by federal law or by the law of the province having jurisdiction as being the minimum age at which a licence or permit to operate that particular class of motorized vehicle or watercraft may be issued to you;

28. bodily injury or property damage arising out of agricultural operations which are in violation of any ordinance or law.

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 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 Coverage Summary Page is the maximum amount we will pay for each person in respect of one accident.

We will not pay expenses covered by any medical, dental, surgical, or hospitalization plan or law, or under any other insurance contract.

We will not pay your medical expenses or those of persons residing with you, other than employees.

We will not pay the medical expenses of any person covered by any workers' compensation, disability benefits, unemployment compensation or any similar law.

We will not pay the medical expenses of any person engaged in work for you or on your behalf. This exclusion does not apply to your employees, or to other persons on your premises in a neighbourly exchange of labour for which you are not obligated to pay any monetary compensation, either expressed or implied.

We will not pay the medical expenses for bodily injury excluded under Coverage E.

You shall arrange for the injured person, if requested, to:

- (i) give us, as soon as possible, written proof of claim, under oath if required;
- (ii) submit to physical examination at our expense by doctors we select as often as we may reasonably require;
- (iii) authorize us to obtain medical and other records.

Proofs and authorizations may be given by someone acting on behalf of the insured person.

COVERAGE G — VOLUNTARY PROPERTY DAMAGE

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 anyone included in the definition of "You" or "Your" in Section II of this form, 12 years of age or under.

You are not insured for claims:

1. resulting from ownership, use or operation of any motorized vehicle, farm machinery or equipment, aircraft, trailer or watercraft;
2. for property you or your tenants own or rent;
3. which are insured under any other section of this policy;
4. caused by the loss of use, disappearance or theft of property;

5. arising out of your business or any business use of your premises.

BASIS OF PAYMENT

We will pay whichever is the least of the following:

1. the actual cash value of the property at the time of loss;
2. what it would cost to repair or replace the property with materials of similar quality at the time of loss;
3. the amount shown on the Coverage Summary Page.

We 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.

Within 60 days after the loss, you must submit to us (under oath if required) a PROOF OF LOSS FORM containing the following information;

1. the amount, place, time and cause of loss;
2. the interest of all persons in the property affected;
3. the actual cash value of the property at the time of loss.

If necessary, you must help us verify the damage.

COVERAGE H — NON-OWNED AUTOMOBILE

Insuring Agreement — Third Party Liability

In consideration of the payment of the premium specified and of the statements contained in the Coverage Summary and subject to the limits, terms, conditions, provisions, definitions and exclusions herein stated, the Insurer agrees to;

indemnify the Insured against the liability imposed by law upon the Insured for loss or damage arising from the use or operation of any automobile not owned in whole or in part by or licensed in the name of the Insured, and resulting from

Bodily injury to or the death of any person or damage to property of others not in the care, custody or control of the Insured:

Provided always the Insurer shall not be liable under this form;

- (a) for any liability which arises from the use or operation of any automobile while personally driven by the Insured if the insured is an individual; or

*(b) for any liability imposed upon any person insured by this form:

- (1) by any workers compensation law; or
- (2) by any law for bodily injury to or the death of the Insured or any partner, officer or employee of the Insured while engaged in the business of the Insured; or

- (c) for any liability assumed by any person insured by this form voluntarily under any contract or agreement; or

- (d) loss or damage to property carried in or upon an automobile personally driven by any person insured by this policy or to any

property owned or rented by, or in the care, custody or control of any such person;

- (e) for any amount in excess of the limit stated in the Coverage Summary and expenditures provided for in the Additional Agreements of this form, subject always to the provisions of the section of the Insurance Act (Automobile Insurance Part) relating to the nuclear energy hazard.

* Not applicable in the Province of Ontario

Additional Agreements of Insurer

Where coverage is provided by this form, we further agree:

- (1) upon receipt of notice of loss or damage to persons or property insured to serve any person insured by this policy by such investigation, negotiations with claimant, or settlement of any resulting claims, if we decide this is appropriate; and
- (2) to defend in the name and on behalf of any person insured by this form and the cost of civil action; and
- (3) to pay all costs taxed against any person insured by this form in any civil action we defend and any interest accruing after entry of judgement upon that part of the judgement which is within the limits of our liability; and
- (4) in case injury be to a person, reimburse any person insured for such medical aid as may be immediately necessary at the time of such injury; and
- (5) be liable up to the minimum limit(s) prescribed for in that province or territory of Canada in which the accident occurred if that limit(s) is higher than the amount shown on the Coverage Summary Page; and
- (6) not to set up any defense to a claim that might not be set up if the policy were a motor vehicle policy issued in that province or territory of Canada in which the accident occurred.

Agreements of Insured

Where coverage is provided by this form every person insured;

- (a) by acceptance of this policy, constitutes and appoints the Insurer his irrevocable attorney to appear and defend in any province or territory of Canada in which action is brought against the person insured arising out of the use or operation of an automobile insured by this form;
- (b) shall reimburse the Insurance Company that amount paid by reason of the provisions of any statute relating to automobile insurance and which we would not otherwise be liable to pay under this policy.

General Provisions

1. Additional Insureds

The insurance company agrees to indemnify in the same manner and extent as the Named Insured, every partner, officer or employee who, with the consent of the owner, personally drives (a) in your agriculture or farming operations, any automobile not owned in whole or in part by or licensed in the

name of (i) the person Insured, or(ii) such additional Insured person, or (iii) any person(s) residing in the same dwelling premises as the person Insured or such additional Insured person, or (b) any automobile hired or leased in your name except an automobile owned in whole or part or licensed in the name of such additional Insured person.

2. Territory

This policy applies only to the use or operation of automobiles within Canada or United States of America or upon a vessel plying between ports of those two countries.

3. Two or More Automobiles

When two or more automobiles are insured under this form, the policy shall apply separately to each, but a motor vehicle and a trailer or trailers attached, shall be held to be one automobile as respects limits of liability.

Statutory Conditions

The insurance provided under this Coverage is subject to the "Standard Non-Owned Automobile Policy", the "Automobile Statutory Conditions" and the "Excluding Long Term Leased Vehicle Endorsement" approved by the Superintendent of Insurance for the Province in which this policy is issued and upon request the Company will make available a complete copy of same.

SECTION II — LIABILITY ENDORSEMENTS ADDITIONAL LIABILITY COVERAGES

The following endorsements are subject to all the terms, exclusions and conditions applicable to Section II of this policy and the provisions of these endorsements.

VOLUNTARY COMPENSATION FOR EMPLOYEES ENDORSEMENT — L1

If the Coverage Summary Page indicates a weekly indemnity amount and a premium for Voluntary Compensation, we offer to pay the benefits described below if your employee is injured or dies accidentally while working for you, even though you are not legally liable. This insurance applies only to accidents which occur during the term of this policy.

If your employee does not accept these benefits or sues you, we may withdraw our offer, but this will not affect your legal liability insurance provided by Coverage E.

An employee 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 employee's injury or death.

An insured employee will, if requested:

- (1) submit to physical examination at our expense by doctors we select as often as we may reasonably require;
- (2) authorize us to obtain medical and other records.

In case of death, we can require an autopsy before we make payment.

We will not pay benefits:

- (1) unless your employee was actually performing duties for you when the accident happened;
- (2) for any hernia injury;
- (3) for death or injury caused by war, invasion, act of a foreign enemy, civil war, rebellion, revolution, insurrection or military power.

ADDITIONAL DEFINITIONS —

As used in this coverage, "Employee" means your residence or farm employee and any person claiming or acting on his behalf.

"Weekly Indemnity" means two-thirds of your employee's weekly wage at the time of the accident, but not exceeding the Weekly Indemnity shown on the Coverage Summary Page.

SCHEDULE OF BENEFITS —

Loss of Life —

If your employee dies from injuries received in the accident within the following 26 weeks, we will pay:

- (1) to those wholly dependent upon him, a total of 100 times the weekly indemnity in addition to any benefit for Temporary Total Disability paid up to the date of death;
- (2) actual funeral expenses up to \$500.

Temporary Total Disability —

If your 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 six weeks or more.

Permanent Total Disability —

If your 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 the benefits provided under Temporary Total Disability.

Injury Benefits —

If, as a result of an accident, your 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 and for not more than 100 times the weekly indemnity.

Loss of or permanent loss of use of:	No. of Weeks
1. Arm	
(a) at or above elbow	100
or	
(b) below elbow	80
or	
2. Hand at wrist.....	80
or	
3.* (i) Thumb	
(a) at or above the second phalangeal joint.....	25
or	
(b) below the second phalangeal joint, involving a portion of the second phalange	18
*(ii) Index Finger	
(a) at or above the second phalangeal joint.....	25
(b) at or above the third phalangeal joint.....	18
(c) below the third phalangeal joint, involving a portion of the third phalange	12
*(iii) Any other Finger	
(a) at or above the second phalangeal joint.....	15
or	
(b) at or above the third phalangeal joint.....	8
or	
(c) below the third phalangeal joint, involving a portion of the third phalange	5
4. Leg	
(a) at or above knee	100
or	
(b) below knee.....	75
or	
5. Foot at ankle	75
or	
6.** (i) Great Toe	
(a) at or above the second phalangeal joint.....	15
or	
(b) below the second phalangeal joint, involving a portion of the second phalange	8
** (ii) Any other Toe	
(a) at or above the second phalangeal joint.....	10
or	
(b) at or above the third phalangeal joint.....	5
or	
(c) below the third phalangeal joint, involving a portion of the third phalange	3
7. (i) One eye	50
or	
(ii) Both eyes.....	100
8. (i) Hearing of one ear	25
or	
(ii) Hearing of both ears	100

NOTE: For a combination of two or more of the items marked * , we will not pay more than 80 times the weekly indemnity.

For a combination of two or more of the items marked ** , we will not pay more than 35 times the weekly indemnity.

Medical Expenses

If, as a result of the accident, your 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 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 will not pay expenses covered by any medical, dental, surgical, or hospitalization plan or law, or under any other insurance contract.

We will not pay your medical expenses or those of persons residing with you, other than residence employees.

We will not pay medical expenses of any person covered by any workers' compensation statute.

FIRE LEGAL LIABILITY ENDORSEMENT Endorsement — L2

1. Insuring Agreement

If the Coverage Summary Page indicates an amount of insurance and premium for this coverage, we will pay all sums which you become legally liable to pay as compensatory damages because of property damage to buildings or structures on the Farm Premises which you do not own and which you are renting, using, occupying or have in your care, custody or control, if the property damage is caused by accident and arises out of Fire, Explosion or Smoke caused by a sudden, unusual and faulty operation of any heating unit.

The amount of insurance shown on the Coverage Summary Page is the maximum amount we will pay for any one accident regardless of the number of

- (i) persons insured;
- (ii) claims made or actions brought; or
- (iii) persons or organizations making claims or bringing actions.

2. Defense, Settlement, Supplementary Payments

The provisions for Defense, Settlement, and Supplementary Payments as set out under Coverage E are applicable to this endorsement.

3. Exclusions — Loss or Damage Not Insured

You are not insured for claims made or actions brought against you:

- (a) arising out of property damage caused intentionally by you or at your direction;
- (b) if the property damage arises out of extraordinary alterations, additions, or repairs;

- (c) for liability you have assumed under any contract or agreement unless you would have been liable even if no contract or agreement had been in force.

BOARDING OR TRAINING OF HORSES ENDORSEMENT FORM — L3

If the Coverage Summary indicates that Boarding or Training of Horses is included, you are insured under Coverage E — Legal Liability and Coverage F — Voluntary Medical Payments for claims made or actions brought against you for bodily injury or property damage arising out of the use of the premises to board or train horses.

You are not insured for claims made or actions brought against you for

bodily injury or property damage arising out of :

- (1) riding instruction, rental horses, rodeos, contests or other horse shows or the practice or preparation for any such activity; or
- (2) the use of the premises for horse sales or auctions, veterinary stables, livery stables, racing stables, or dude ranches.

DAY CARE COVERAGE ENDORSEMENT Form L4

If the Coverage Summary indicates that Day Care Coverage is included, you are insured under Coverage E — Legal Liability and Coverage F — Voluntary Medical Payments for claims made or actions brought against you for bodily injury or property damage arising out of the use of your residence premises for day care.

You are not insured for claims made or actions brought against you for bodily injury or property damage arising out of sexual molestation, corporal punishment, or physical or mental abuse inflicted upon any person by you or at your direction, by your employees or by any other person involved in any capacity in the day care enterprise.

CROSS LIABILITY ENDORSEMENT FORM — L5

If the Coverage Summary indicates that Cross Liability is included, and also specifies the named insureds to whom the endorsement applies, coverage per the following extension is included. The insured person or interest to whom this endorsement applies must be scheduled separately, as the endorsement shall in no circumstance apply to the "Insured" as defined elsewhere by this form.

The inclusion of more than one insured under this form shall not in any way affect the rights of such Insured either as respects any claim, demand, suit or judgement made or recovered by or in favour of any other Insured. This form shall protect each Insured scheduled to be covered by this endorsement in the same manner and to the same extent as though a separate policy had been issued to each, but nothing herein shall operate to increase the Insurer's liability as set forth elsewhere in this form beyond the amounts for which the Insurer would have been liable if only one person or interest had been named as Insured.

PROPERTY DAMAGE DEDUCTIBLE ENDORSEMENT FORM — 0122

Amount of deductible: As indicated in the Coverage Summary. If the Coverage Summary Page indicates that Form 0122 applies it is agreed that:

1. The Insurer's obligation under the Property Damage Liability coverage to pay compensatory damages on behalf of the Insured applies only to the amount of compensatory damages in excess of the deductible amount stated on the Coverage Summary Page.
2. The deductible amount applies to all compensatory damages because of property damage as the result of any one accident.
3. The terms of the policy, including those with respect to (a) the Insurer's rights and duties with respect to the defence of suits and (b) the Insured's duties in the event of an accident apply irrespective of the application of the deductible amount.
4. The Insured may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the Named Insured shall promptly reimburse the Insurer for such part of the deductible amount as has been paid by the Insurer.

CONDITIONS — Applicable to all Section II Coverages

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 action if we ask you;
- (2) immediately send us everything received in writing concerning the claim including legal documents.

Unauthorized Settlements — Coverage E;

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 the accident.

Action Against Us — Coverage E;

You shall not bring action against us until you have fully complied with all the terms of this policy, nor until the amount of your obligation to pay has been finally determined, either by judgment against you or by an agreement which has our consent.

Payment Of Claim — Coverages F and G;

Payment by us under either of these coverages is not an admission of liability by you or us.

Action Against Us — Coverages F and G;

You shall not bring action against us until you have fully complied with all the terms of this policy, nor until 60 days after the required Proof of Loss Form has been filed with us.

Insurance Under More Than One Policy:

If other insurance applies to a loss or claim, or would have applied if this policy did not exist, this insurance will be considered excess insurance and will not pay any loss or claim until the amount of such other insurance is used up.

SECTION III AGRICULTURAL PROPERTY

BASIS OF CLAIM PAYMENT

Unless otherwise stated in this policy, we will pay for insured loss or damage arising out of any one occurrence up to:

- (a) your financial interest in the property;
- (b) the Actual Cash Value of the loss or damage at the date of the occurrence;
- (c) the amount it would cost to repair or replace the property with materials of similar quality;
- (d) the applicable amount(s) of insurance shown in this policy, whichever is less. This applies even if more than one person or organization has an insurable interest in the property insured.

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.

Any loss or damage shall not reduce the amount of insurance provided by the policy.

Deductible: We are responsible only for the amount by which the loss or damage caused by any of the Insured Perils exceeds the amount of the deductible shown on the Coverage Summary Page in any one occurrence.

Loss Limit: If the Coverage Summary Page specifies a Loss Limit and there is an insured loss or damage to more than one item insured under Section III of this policy arising from any one occurrence, we will not pay more, in all, than the Loss Limit amount.

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 pay only the cost that would have been required if the material or parts were available. We will pay on the basis of the last known cost of material or parts.

Insurance Under More Than One Policy: If you have other insurance on specifically described property, our 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, our policy will pay its rateable proportion of the loss or claim.

Subrogation: We will be entitled to assume all your rights of recovery against others and may bring action in your name to enforce these rights when we make payment or assume liability under this policy.

If the net amount recovered, after deducting recovery costs, is less than the amount of the loss, the net amount recovered will be divided between you and us in the proportion that the loss has been borne by each of us respectively.

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

GENERAL EXCLUSIONS —

LOSS OR DAMAGE NOT INSURED

Applicable to all Section III coverages.

We do not insure:

1. loss or damage resulting directly or indirectly from:
 - (a) any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
 - (b) war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
2. loss or damage resulting from your intentional acts;
3. loss or damage caused by or resulting from any fraudulent, dishonest or criminal act committed by you, or your partners, officers, directors, trustees, employees or agents or any person to whom the property is entrusted. This exclusion does not apply to property in the custody of a bailee hired by you;
4. loss due to delay or loss of market;
5. loss due to parting with title or possession of any property by you or others if induced to do so by any fraudulent scheme or false pretense;
6. any property illegally imported, acquired, kept, stored or transported;
7. any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
8. loss or damage directly or indirectly caused by or resulting from neglect, meaning neglected by you to use all reasonable means to save and preserve the property at and after the time of loss, or when property is endangered by an insured peril.

AGRICULTURAL BUILDINGS and CONTENTS

If the Coverage Summary Page indicates that one of the following forms applies, we provide the insurance described below in return for payment of the premium.

- **Form AP-01 — BUILDING (All Perils)**
- **Form NP-02 — BUILDING and CONTENTS (Fire and Lightning)**
- **Form NP-03 — BUILDING and CONTENTS (Fire and Extended Coverage)**

A. PROPERTY INSURED

We insure —

- (a) **OUTBUILDINGS** — The buildings and structures described on the Coverage Summary Page for which an amount of insurance is shown, including:
 - (i) permanently attached fixtures and equipment, and
 - (ii) materials and supplies on the premises intended for use in construction, alteration or repair of the building or structure and which are to enter into and form part of the building or structure.
- (b) **CONTENTS** — Contents of a building or structure described on the Coverage Summary Page for which an amount of insurance is shown, while contained in the building or structure. This insurance applies only to property you own and which is usual and incidental to your agriculture operations, but you may apply up to 10% of the amount of insurance or \$2,000., whichever is less, to contents owned by others and for which you are responsible.

You may also apply 10% of the amount of insurance to cover contents while temporarily removed from your farm premises for repair or seasonal storage.

- (c) **Other property** specifically described on the Coverage Summary Page, for which an amount of insurance is shown.

B. PROPERTY NOT INSURED

We do not insure —

1. silos, fences or corrals, whether or not attached to any building or structure, unless specifically described on the Coverage Summary Page;
2. automobiles, motorcycles, tractors, combines and other motorized land vehicles, including equipment and appurtenances of any of the foregoing, unless specifically described on the Coverage Summary Page;
3. watercraft and aircraft, including any air cushion vehicle, and their equipment and appurtenances;
4. household property or property usual to a dwelling;

5. liquefied petroleum gas, manufactured gas, gasoline or other fuels;
6. animals, birds or fish;
7. any structures or property used in whole or part for manufacturing or commercial purposes other than agriculture or Farming, unless permission for such use is stated on the Coverage Summary Page;
8. any building or structure while in the course of construction or demolition, unless permission for construction or demolition is stated on the Coverage Summary Page;
9. money, securities, accounts, bills, stamps, tokens, deeds or evidences of debt.

C. EXTENSIONS OF COVERAGE

We also insure —

1. **Debris Removal Expense** — The amount of insurance includes the expense incurred in the removal of debris of insured property which has been damaged or destroyed by an insured peril. If the property is subject to a Co-insurance Clause, the debris removal expense will not be considered in determining value for Coinsurance purposes.
2. **Removal of Property** — If you must remove insured property to protect it from loss or damage, it is insured by this policy for 7 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 the property at the time of loss.
3. **Vacancy Permit** — If "Vacancy Permit" is specified on the Coverage Summary Page, we will grant permission for the property to be vacant for the period of time indicated. If the Coverage Summary indicates Vacancy Permit 2/3 Coverage Form, then in case of loss or damage during the term of Vacancy, the liability of the Company shall not exceed TWOTHIRDS of the amount the Company would otherwise be liable for had the property not become vacant. The building(s) must be under the supervision and care of a competent person during term of vacancy.
4. **Replacement Cost Endorsement** — Applicable only to a building or structure for which "Replacement Cost" is indicated on the Coverage Summary Page. If there is loss or damage to the building by an insured peril, you may, at your option, choose the "Basis of Loss Settlement" set out below, provided;
 - (i) you repair or replace the damaged or destroyed building within a reasonable period of time after the loss, and
 - (ii) you use materials of similar kind and quality, and
 - (iii) if replacement is necessary, you replace the building on the same site, or within 200 feet (65 meters), with a building designed for the same purpose for which the destroyed building was originally intended, and
 - (iv) if you have other insurance on the building insuring against the same perils as this policy, it must include

"Replacement Cost" cover identical to this endorsement; otherwise, settlement will be as if this endorsement had not been in effect.

We do not pay for any loss, expense, or increased cost of repair or replacement due to the operation of any law or ordinance regulating the zoning, demolition, repair or construction of buildings or their related services.

If there is more than one item insured for "Replacement Cost", this endorsement shall apply separately to each item.

Basis of Loss Settlement — The cost of repairs or replacement (whichever is less) without deduction for depreciation, in which case we will pay in the proportion that the amount of insurance bears to 80% of the Replacement Cost of the damaged building at the date of damage, but not exceeding the actual cost incurred, or the amount of insurance, whichever is less.

5. **Fire Department Charges** — We will pay up to \$1,000. or such other amount as may be specified on the Coverage Summary Page for your liability for Fire Department Charges incurred when a Fire Department is called to save or protect property insured by this policy. NO deductible applies to this coverage. You may not claim under this extension if you have Fire Department Charges insured elsewhere in this policy.
6. **Consequential Loss Coverage** — If the Coverage Summary indicates that Consequential Loss is included, we insure the specified property damaged by change in temperature resulting from physical damage by an Insured Peril to the building or equipment contained in the building, including connections and supply transmissions on the premises.

This optional coverage does not apply to artificial insemination material.

This optional coverage does not increase the amount of insurance applying to the damaged property.

Potato Storage - Consequential Loss Warranty — It is hereby understood and agreed that under the consequential loss coverage; any damage caused from open doors or windows, will only be covered if the doors were locked and the windows secured.

D. WARRANTY

The insurance under this Form is given in return for the following warranty;

1. **Gasoline or Flammable Liquid:** In addition to fuel contained in the fuel tanks of motorized vehicles, not more than 23 liters (5 gallon) in all of gasoline, benzene, naphtha, or other flammable liquid of less than 38°C (100°F) flash point will be in, or within 8meters (25 feet), of any insured building or a building containing insured property. These liquids will be kept in a fully enclosed approved container(s). Additional quantities of such liquids maybe kept only if we give permission which is shown on the Coverage Summary Page.

E. SPECIAL LIMITS OF INSURANCE

1. Average Distribution Clause:

If you have a single amount of insurance on more than one building, or the contents of more than one building, the amount of insurance in either case will be divided in proportions that the value of each building or the contents of each building bears to the total value of all buildings or the contents of all buildings at the time of loss.

2. Co-Insurance Clause: Applicable if shown on the Coverage Summary Page.

We will not pay for a greater proportion than the applicable amount of insurance bears to 80% of the Actual Cash Value of the insured property at time of loss. If two or more items are insured, the clause will apply separately to each item.

3. Deferred Loss Settlement Clause: Applicable only to a building or structure for which "Deferred Loss Settlement Clause" (D.L.S.C.) is shown on the Coverage Summary Page.

If there is loss or damage to the building by an insured peril, the Basis of Claim Payment will be as follows:

- (a) We will not pay more than 50% of the amount we would otherwise have paid if this clause had not been in effect.
- (b) If you repair or replace the damaged or destroyed building within 9 months of the date of loss, and if you replace the building on the same site or within 200 feet (65 meters) with a building designed for the same purpose for which the destroyed building was originally intended, we will, upon receipt of satisfactory evidence of your expenditures for repair or replacement, pay the remaining 50% of the loss. Our total payment under paragraph A. and B. above will not exceed:
 - (i) the expense you have actually incurred for repair or replacement,
 - (ii) the actual cash value of the building at time of loss,
 - (iii) the applicable amount of insurance, or
 - (iv) your financial interest in the building,whichever is less.
- (c) If you do not repair or replace the damaged or destroyed building within the provisions of paragraph (b) above, the reduced payment you receive under the provisions of paragraph (a) shall constitute full and final settlement under this policy with respect to such loss. We will then refund one-half the premium you paid us for the insurance on the building, if you request us to do so.
- (d) If you have other insurance on the building, we will pay our rateable proportion of the loss subject to this clause.

We do not pay for any loss, expense or increased cost of repair or replacement due to the operation of any law or ordinance

regulating zoning, demolition, repair or construction of buildings and their related services.

F. INSURED PERILS

BUILDINGS — (All Perils)

Available on agricultural outbuildings only

Form AP-01

If the Coverage Summary Page Specifies Form AP-01, you are insured against all risks of direct physical loss or damage, except the following:

We do not insure loss or damage caused directly or indirectly by:

1. snowslide, landslide, earthquake, land subsidence or other earth movement, but if any of these result in fire or explosion, we will pay for the resulting loss or damage to the insured property by the fire or explosion;
2. flood, surface water, spray, waves, tides, tidal waves, ice or water borne objects, all whether driven by wind or not;
3. water below the surface of the ground including that which exerts pressure on or flows, seeps, or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows or other openings;
4. the entrance of rain, sleet or snow through doors, windows, skylights or other similar wall or roof openings, unless the damage occurs concurrently with and results from an opening caused by windstorm or hail;
5. the backing up of a sewer, sump, septic tank or drain;
6. centrifugal force or mechanical breakdown or derangement, but if fire results, we will pay only for the fire loss or damage to the insured property;
7. explosion, collapse, rupture, bursting, cracking, burning out or bulging of the following property you own, operate or control, but if fire results we will pay only for the resulting fire loss or damage to the insured property;
 - (a) any boiler and connecting piping or other equipment containing steam or water under steam pressure;
 - (b) any other equipment under pressure if its maximum normal internal working pressure exceeds 103 kilopascals (15 pounds per square inch) above atmospheric pressure, except the following:
 - (i) manually portable gas cylinders;
 - (ii) domestic hot water heaters having an internal diameter not exceeding 610 millimeters (24 inches);
 - (iii) air storage tanks or air receivers having an internal diameter not exceeding 610 millimeters (24 inches);
 - (c) moving or rotating machinery or parts thereof ;
 - (d) gas turbines;

8. settling, expansion, contraction, moving, shifting or cracking, unless the damage is the sudden and immediate result of a peril not otherwise excluded;
9. freezing, changes of temperature, dampness or dryness of atmosphere, contamination, rust or corrosion, marring or scratching; but this exclusion does not apply to loss or damage caused directly by fire, lightning, smoke, windstorm, hail, explosion, riot, vandalism or malicious acts, impact by an aircraft, spacecraft or land vehicle, theft or attempted theft; or to loss or damage caused directly by rupture of pipes or leakage of apparatus not excluded under paragraph (7) above, provided the rupture or breakage is not due to freezing or change of temperature;
10. smoke from agricultural smudging or industrial operations;
11. birds, rodents, insects or vermin;

We do not insure:

12. wear and tear, gradual deterioration, latent defect, wet or dry rot or mould;
13. the cost of making good faulty or improper material, workmanship or design;
14. accumulative damage however caused or any loss or damage not due to a sudden unexpected event;
15. any loss or damage, whether direct or indirect, or any clean up or removal cost incurred as a result of any spill, discharge or seepage of a pollutant or contaminant. This exclusion does not apply to loss or damage to the property insured caused directly by fire, lightning, smoke, windstorm, hail, explosion, riot, impact by aircraft, spacecraft or land vehicle, leakage from fire protective equipment, rupture of pipes or breakage of apparatus not excluded under paragraph (7) above, vandalism or malicious acts, theft or attempted theft.

Co-insurance

We will not pay for a greater proportion of any loss than the applicable amount of insurance bears to 80% of the Actual Cash Value of the insured property at the time of loss. If two or more items are insured, this clause will apply separately to each item.

**BUILDINGS & CONTENTS — (Fire & Lightning)
Form NP-02**

If the Coverage Summary Page Specifies Form NP-02, you are insured against direct loss or damage caused by:

1. Fire, Lightning (excluding lightning damage to electrical devices or appliances) or Explosion of natural, coal or manufactured gas.

**BUILDINGS & CONTENTS — (Fire & Extended Coverage)
Form NP-03**

If the Coverage Summary Page specifies Form NP-03, you are insured against direct loss or damage caused by peril 1. stated above and by the following Extended Coverage perils:

2. Lightning damage to electrical devices or appliances;
3. Explosion: This peril does not include loss or damage caused by or resulting from:
 - (a) explosion, rupture or bursting in or of any of the following property owned, leased, operated or controlled by you:
 - (i) any boiler and connecting piping or other equipment containing steam or water under steam pressure;
 - (ii) any other equipment under pressure if its maximum normal internal working pressure exceeds 103 kilopascals (15 pounds per square inch) above atmospheric pressure other than the following:
 - manually portable gas cylinders;
 - domestic hot water heaters, air storage tanks or air receivers having an internal diameter not exceeding 610 millimeters (24 inches);
 - (iii) moving or rotating machinery or parts of same if the loss or damage is caused by centrifugal force or mechanical breakdown;
 - (iv) any vessels and apparatus and connecting piping while undergoing pressure test, but we will pay for other insured property damaged by the explosion;
 - (v) gas turbines;
 - (b) electrical arcing or any co-incident rupture of electrical equipment due to arcing;
 - (c) bursting, rupture or collapse caused by hydrostatic pressure or freezing;
 - (d) bursting or rupture of any safety disc, rupture diaphragm or fusible plug;
 - (e) water hammer.
4. Falling Object: This peril means a falling object which strikes the exterior of a building but not objects which strike the building because of a snowslide, landslide or any other earth movement. This peril does not include damage to glass which forms part of the building;
5. Impact by Aircraft or Spacecraft, including articles dropped from aircraft or spacecraft. This peril does not include any impact by an aircraft or spacecraft when being taxied or moved on the ground;
6. Impact by land vehicle;
7. Riot;
8. Smoke: This peril means the sudden, unusual and faulty operation of any heating apparatus flued to a chimney, other than an open fireplace;
9. Windstorm or hail: This peril does not include loss or damage :
 - (a) to windmills and wooden silos;

- (b) to awnings and roof signs, outside radio and/or television antennae, or satellite receivers and appurtenances;
 - (c) to fences or corrals anywhere on the premises, unless specifically described and insured;
 - (d) to all other property outside of buildings except:
 - (i) realty fixtures attached and belonging to the individual building insured; or
 - (ii) permanently installed yard fixtures;
 - (e) to the interior of buildings or their contents unless damage occurs concurrently with and results from an opening caused by windstorm or hail;
 - (f) directly or indirectly caused by any of the following, whether driven by wind or due to windstorm or not: snowload, iceload, tidal wave, high water, overflow, flood, waterborne objects, waves, ice, land subsidence, landslip;
10. Vandalism or Malicious Acts: This peril does not include loss or damage:
- (a) occurring while a building is vacant or under construction even if permission for vacancy or construction has been given by us. Farm Buildings which are in a seasonal state of vacancy due to normal practices of farming operations, are not considered vacant;
 - (b) to glass constituting part of a building;
 - (c) caused by theft or attempted theft;
 - (d) caused by you or any person employed by you.

G. LOSS OR DAMAGE NOT INSURED —

Applicable to Forms AP-01, NP-02 and NP-03

We do not insure against:

1. Loss or damage occurring after the building has, to your knowledge, been vacant for more than 30 consecutive days. Agricultural buildings which are in a seasonal state of vacancy due to normal practices of farming operations, are not considered vacant;
2. Loss or damage to contents while undergoing a process involving the application of heat, but we will pay for resulting fire damage to other insured property;
3. Loss or damage caused by electrical currents other than lightning, unless fire or explosion follows, and then only for the resulting damage;
4. Losses, expenses or increased costs of repair or replacement due to the operation of any law or ordinance regulating zoning, demolition, repair or construction of buildings and their related services;
5. Loss or damage to the outer metal cover of the building or structure caused by hail, whether wind driven or not, unless the metal cover is punctured by hail. In the Provinces of Manitoba

and Saskatchewan this exclusion will only apply if so indicated in the declarations.

6. Loss or damage due to prairie, stubble or bush fires occurring while a building is vacant even if permission for vacancy has been given by us. Barns, buildings or structures which are in a seasonal state of vacancy due to normal practices of farming operations are not considered vacant.

The General Exclusions shown on page 81 are applicable to these forms.

Optional Agricultural Property Coverages –

LIVESTOCK — (Named Perils) Form — LF-03

A. PROPERTY INSURED

1. **Blanket Cover:** If the Coverage Summary Page indicates an amount of insurance and premium for "Blanket Cover", we insure all your livestock of the class of animal shown on the Coverage Summary Page for the lesser of fair Market Value on the date of loss, or the Limit per Animal shown on the Coverage Summary Page, subject to Co-insurance clause F. below. Blanket cover does not apply to any animal insured elsewhere by this or any other policy.
2. **Scheduled Cover:** We insure each animal specifically described in the Coverage Summary Page for which an amount of insurance is shown.

B. INSURED PERILS

Fire Coverage: If the Coverage Summary Page specifies "Fire Coverage", you are insured against death or destruction made necessary by Fire, Lightning, or Explosion of natural, coal or manufactured gas.

Broad Coverage: if the Coverage Summary Page specifies "Broad Coverage", you are insured against:

1. Death or destruction of livestock directly resulting from or made necessary by:
 - (a) fire, lightning, explosion smoke or artificial electricity;
 - (b) windstorm or hail. This peril does not include loss caused by wind-driven snow, sleet or dust;
 - (c) riot or civil commotion;
 - (d) flood, meaning the rising of natural bodies of water, or earthquake;
 - (e) impact by aircraft or spacecraft including objects dropped from aircraft or spacecraft;
 - (f) drowning, breaking or falling through ice or stranding in mud;
 - (g) the collapse of any building, bridge, culvert; any falling structure, tree or part thereof;

- (h) accidental collision with land vehicles other than land vehicles owned or operated by you, your employees or other persons residing on the premises;
- (i) accidental shooting except by you, your employees or other persons residing on the premises;
- (j) collision, derailment or overturn of a land vehicle on which the insured livestock is being transported;
- (k) stranding, sinking, burning or collision of vessels, including General Average and Salvage Charges incurred, while waterborne on land conveyances on board any regular ferry;
- (l) attack by dogs or wild animals. This peril does not include:
 - (i) attack by dogs or wild animals owned by you, your employees or other persons residing on the premises;
 - (ii) death or destruction of sheep;
- (m) mutilation by a person or persons other than you, your employees or other persons residing on the premises;
- (n) entrapment. This peril means the accidental and involuntary ensnaring or restraint of an animal which results in its death or makes its destruction necessary.

This peril does not include loss:

- (i) due to animal birth;
 - (ii) of animals in transit or while being loaded or unloaded;
 - (iii) of animals being handled or forcibly restrained for care, treatment, or for the purpose of being bred, including normal restraint in tie stalls, stanchion stalls or similar apparatus;
 - (iv) caused by huddling, piling, smothering, freezing or stampeding;
 - (v) due to choking on objects, food or medicine, bloat or suffocation of an animal in its own fluids;
 - (vi) due to splitting;
 - (vii) due to casting, or an animal's inherent inability to regain an upright position;
 - (viii) due to the animal becoming trapped or cast by the contours or depressions of the land, including but not limited to any furrow, gully, ditch, hill or any slope.
2. Theft or attempted theft, but excluding escape or mysterious disappearance.

C. SUFFOCATION EXTENSION

If "Suffocation Extension" is shown on the Coverage Summary Page, you are also insured against death or destruction of insured livestock contained in a building(s) by suffocation directly resulting from or made necessary by:

1. Electrical or power interruption

2. Huddling, piling, smothering or freezing as an immediate and direct consequence of one or more of the insured perils;
3. Suffocation as a direct result of poisonous pit gases;
4. Blizzard or by rain or snow or sleet whether or not driven by wind, provided the building(s) containing the livestock shall first have sustained an actual damage to the roof or walls by the direct force of the wind at the time of loss.

CONDITIONS —

(a) DEDUCTIBLE CLAUSE

We are liable only for the amount by which the loss or damage caused by any of the perils insured against under this extension, exceeds a minimum of \$500. or any higher amount indicated on the Coverage Summary, in any one occurrence.

- (b) This extension is given in return for your agreement that you have an auxiliary power plant designed to operate automatically in the event of interruption of electrical power to furnish power to the building(s) housing the insured stock.

D. LOSSES NOT INSURED

We do not insure:

1. loss caused by or resulting from exposure or freezing, except as provided by peril 1(n) — Entrapment;
2. loss caused by death resulting from or contributed to by any disease, whether resulting from an Insured Peril or not;
3. death or destruction of any animal which occurs more than 15 days after the occurrence of an insured peril;
4. loss due to delay or loss of market value;
5. loss caused by seizure, confiscation or destruction of any animal by order of any Government or public authority.

The General Exclusions shown on page 81 are applicable to this coverage.

Special Condition

Where loss is claimed to be due to lightning, suffocation or entrapment, the Insured shall immediately call a veterinarian to attempt to establish the cause of death.

E. LIMITS OF INSURANCE

1. In respect to animals described separately and specifically insured under "scheduled", we will pay the applicable amount of insurance or the fair market value at the time of loss, whichever is less.
2. In respect to livestock insured under the "Blanket Cover", we will not pay more for any one animal than its fair market value at the time of the loss or the "Limit per Animal"

shown on the Coverage Summary Schedule, whichever is less.

3. In all cases, payment shall be limited to the amount of your loss in excess of any Government compensation which you may be eligible to receive.

F. CO-INSURANCE CLAUSE —

applicable to "Blanket Cover"

We will pay only in the proportion that the amount of insurance bears to 80% of the actual cash value of the insured livestock at the time of loss. If two or more classes of animal are insured, this condition will apply separately to each class.

G. TERRITORIAL LIMITS

We insure the livestock while on your premises or temporarily away from your premises anywhere in Canada and Continental United States, except;

1. while in transit by common carrier or while in any aircraft;
2. while at any public stockyard or on the grounds of any racetrack.

EQUIPMENT and TOOLS

Form EF-04

If the Coverage Summary Page indicates Form EF-04 applies, you are insured as described below.

A. PROPERTY INSURED

1. **Blanket Cover:** If the Coverage Summary Page indicates an amount of insurance for "Blanket Cover", we insure all tractors, combines and any other mobile farm implements, equipment or attachments, including tools, which are usual or incidental to your agricultural operations. This insurance applies to property you own or property of others used in your farming operations and for which you are legally liable.

We do not insure under "blanket cover", grain dryers, irrigation equipment, radios or property separately described and specifically insured in whole or part, by this or any other policy.

2. **Scheduled Cover:** We insure the machinery, equipment or tools described and scheduled with an amount of insurance on the Coverage Summary Page.

Extensions of Coverage

- (a) **Newly acquired machinery:** You may apply up to 10% of the total amount of insurance on all scheduled items to additional agricultural implements not described on the Coverage Summary Page which you acquire, as owner, after the effective date of this rider but within the policy term. You must report these additions within 30 days from the date you acquire them and pay an additional premium. If you do not report and insure newly acquired

equipment within the 30 days, the additional items are not insured.

- (b) Substitutions: If you no longer own an item of machinery described on the Coverage Summary Page, and for which an amount of insurance is shown, and you acquire, as owner, a machine, designed for the same use to replace it, we will insure the newly acquired machine in the same manner and to the same extent as the one it replaces. You must notify us of the substitution within 30 days from the date you acquire the replacement, otherwise it is not insured. If you choose to claim under this extension (b), you may not claim under extension (a) above.

B. PROPERTY NOT INSURED

We do not insure:

1. Automobiles, motor trucks, motorcycles, all terrain vehicles, snowmobiles, or vehicles requiring a license for road use, including equipment and appurtenances of any of the foregoing, unless specifically described on the Coverage Summary Page;
2. Watercraft and their motors, aircraft or air cushion vehicles, including the equipment and appurtenances of any of the foregoing;
3. Property engaged in custom farming or while in transit in connection with custom farming, unless permission for custom farming is stated in the Coverage Summary Page;
4. Underground property including wells, piping and wiring, or the cost of excavation for any of these;
5. property used for logging, forestry, brush cutting, land clearing or sawmill operations;
6. Property used commercially for any purpose other than your agriculture operations, unless permission for such use is stated on the Coverage Summary Page.

C. INSURED PERILS

Fire Coverage: If the Coverage Summary Page specifies "Fire Coverage", you are insured against loss or damage caused by Fire, Lightning, or Explosion of natural , coal or manufactured gas.

Broad Coverage: If the Coverage Summary Page specifies "Broad Coverage", you are insured against all risks of direct physical loss or damage from any external cause, except the following:

We do not insure:

1. loss or damage caused by or resulting from wear, tear, gradual deterioration, latent defect, dampness of atmosphere, freezing or extremes of temperature, insects, rodents, or vermin;

2. where loss or damage is caused by or resulting from:
 - (a) mechanical or electrical breakdown, disturbance or failure, or
 - (b) repairing, adjusting (including the necessary adjustments to a machine to place it into or out of its transporting position), servicing, fueling or maintenance operations, but if any of these result in fire or explosion, we will pay only for the resulting loss or damage to the insured property caused by the fire or explosion;
3. loss or damage to tires or tubes unless the loss or damage is caused by fire, windstorm or theft, or is coincident with other loss or damage insured under this form;
4. internal damage to combines, balers, forage harvesters or other harvesting equipment caused by clogging, compacting, plugging or piling up of straw, hay or other material intended to be ingested into the machine;
5. loss or damage resulting from coupling or uncoupling operations;
6. accumulative damage, however caused.

The General Exclusions shown on page 81 are applicable to this form.

D. CO-INSURANCE CLAUSE

We will not pay for a greater proportion of any loss than the applicable amount of insurance bears to 80% of the Actual Cash Value of the insured property at the time of loss. If two or more items are specifically described in the Coverage Summary Page, this condition will apply separately to each item.

E. DEDUCTIBLE

The deductible clause shown under "Basis of Claim Payment" is replaced by the following:

- (i) In case of internal damage caused by foreign object(s) being ingested into a combine, baler, forage harvester or other harvesting equipment, we are responsible only for the amount by which the loss or damage in any one occurrence exceeds:
 - (a) 25% of the amount of the loss or damage, or
 - (b) \$2,500, or
 - (c) the amount of the deductible shown on the Coverage Summary Page, whichever is the greatest.
- (ii) In case of loss or damage to irrigation equipment, caused by collision or impact with another object or by windstorm or by weight of ice, sleet, or snow, we are responsible only for the amount by which the loss or damage in any one occurrence exceeds 20% of the adjusted claim, or \$1,000., or the amount of the deductible shown on the Coverage Summary Page, whichever is the greater.

- (iii) In case of loss or damage caused by an insured peril other than stated in (i) or (ii) above, we are responsible only for the amount by which the loss or damage exceeds the amount of the deductible shown on the Coverage Summary Page in any one occurrence.

F. TERRITORIAL LIMITS

We insure the described property while on your premises and while temporarily away from your premises anywhere in Canada. However, if the Coverage Summary Page indicates "Premises Coverage only", we insure the property only while on your premises.

G. LOSS OF USE EXTENSION Form UO-05

Applicable only if an amount is shown for "Loss of Use" on the Coverage Summary Page.

We agree to pay for expenses incurred by you for rental of mobile agricultural machinery similar in size and capacity to an item insured by Form EF-04 (Machinery & Tools), which has become inoperative because of loss or damage exceeding the deductible amount and caused by an Insured Peril.

Our payment shall be limited per day to 10% of the amount shown on the Coverage Summary Page for "Loss of Use".

As coverage under this extension is subject to a 10% deductible, our payment shall be limited to 90% of the actual rental expense incurred by you, up to the amount shown on the Coverage Summary Page for "Loss of Use".

Payment shall end on the date of completion of repairs or replacement of the lost or damaged property or on the date that we make or tender settlement for such loss, whichever is first.

SPECIAL ENDORSEMENT Form — SE-06

If the Coverage Summary Page indicates that Form SE-06 applies, we provide the insurance described below.

1. ADDITIONAL OPERATING EXPENSE

You are insured for extra expenses incurred by you which are made necessary to continue normal agricultural operations, as a result of loss or damage to property covered for the perils insured under "Section III — Agricultural Property" of this policy.

PERIOD OF COVERAGE

Coverage under this form applies only for the period of time necessarily required, with due diligence and dispatch, to repair or replace the lost or damaged property, but shall not exceed 60 days from date of loss.

LIMITS OF INSURANCE

The amount of insurance provided under this Form is 1% of the amount of insurance for BUILDINGS, LIVESTOCK and MACHINERY under Section III — AGRICULTURAL PROPERTY of this policy, but not less than \$500. in aggregate.

LOSS OF USE DEDUCTIBLE

This coverage is subject to a 10% deductible, but only with respect to any extra expense incurred as a result of the need to rent replacement machinery. As a result, our payment shall be limited to 90% of the actual rental expense incurred by you.

2. WAIVER OF CO-INSURANCE

When the total loss under Livestock — Form LF-03 or Machinery — Form EF-04 does not exceed \$500. or 2% of the total amount of insurance under the applicable coverage, the COINSURANCE CLAUSE shall not apply.

EARNINGS INSURANCE — No Co-insurance Form Form UO-07

If the Coverage Summary Page indicates that Form UO-07 applies, we provide the insurance described below.

I. DEFINITIONS — As used in this Form:

"business" or "operations" means your agricultural operations at the location(s) shown in the Coverage Summary Page.

"earnings" means your net profit before income taxes, plus all operating expenses earned by your "business". If your "business" is not operating at a profit, "earnings" will be determined by subtracting your net loss before income taxes from continuing operating expenses.

"insured loss" means:

- (1) loss or damage to buildings or structures or their contents for which indemnity is payable under Forms AP-01, NP-02 or NP-03 of this policy, and
- (2) death or necessary destruction of livestock for which indemnity is payable under Form LF-03 of this policy.

"period of restoration" means the period, beginning with the date on which the "insured Loss" occurs, which would reasonably be required to repair, rebuild or replace the damaged or destroyed property, not limited by the expiry date of this policy.

The "period of restoration" does not include any additional time needed because of any law or ordinance regulating the zoning, demolition, repair or construction of buildings or their related services.

II. DESCRIPTION OF COVERAGE

We insure your loss of earnings (less operating expenses which do not necessarily continue) you incur, directly resulting from the interruption of your business due to an insured loss which occurs while this Form is in effect. We will pay only for the loss of earnings you incur during the period of restoration.

We also insure

expenses you necessarily incur for the purpose of reducing any loss under this Form (except expense incurred to extinguish a

fire) but not exceeding the amount by which the loss is thereby reduced.

III. LOSSES EXCLUDED

All exclusions in Forms AP-01, NP-02, NP-03 and LF-03 as well as the following exclusions apply to the Form.

We do not insure:

1. the cost repairing or replacing damaged or destroyed property;
2. any increase of loss due to the operation of any law or ordinance regulating the zoning, demolition, repair or construction of buildings or their related services;
3. any increase of loss due to interference at your premises by strikers or other persons with rebuilding, repairing or replacing damaged or destroyed property, or with the resumption or continuation of your business;
4. loss due to fines or damages for breach of contract for late or non-completion of orders, or for any penalties of any nature;
5. loss due to suspension, lapse or cancellation of any lease, license, contract or order. However, if the suspension, lapse or cancellation results directly from the interruption of your business by an insured loss, we will insure any resulting loss of earnings, but only during the period of restoration.
6. the cost of compiling books of account, abstracts, drawings, card index systems or other records including film, tape, drum, cell or other magnetic recording or storage media for electronic data processing;
7. any other consequential or remote loss.

IV. BASIS OF LOSS SETTLEMENT

When an earnings loss occurs, the following will be considered in determining the loss settlement:

1. **Earnings:** Your amount of earnings loss will be determined taking into consideration:
 - the net income of your business before the insured loss occurred;
 - the probable net income if no insured loss had occurred;
 - the operating expenses, including payroll expense, necessary to resume operations to the same extent that existed just before the insured loss, and
 - other sources of information on your business such as your financial records, bills, invoices and similar documents.
2. **Your Responsibility for Resuming Operations:** If you can reduce your loss by resuming operations on your premises or elsewhere, using damaged or undamaged property, you agree to do so.

We will reduce the amount of your earnings loss to the extent you can resume operations in whole or part by using damaged or undamaged property at your premises or elsewhere.

3. **Limitation —**

Electronic Data Processing Media and Records: When an insured loss of earnings results from damage to or destruction of electronic data processing media or records, we will pay for such loss of earnings only for a period of 30 consecutive days or the length of time it should reasonably take to repair, rebuild or replace other property damaged or destroyed by the same occurrence, whichever is the greater period of time.

4. **Limit of Insurance:** In any 30 consecutive calendar days, we will not pay more than 25% of the Amount of Insurance applicable to this Form.

In all, we will not pay more than the actual loss sustained, or the Amount of Insurance applicable to this Form for loss of earnings arising from any one occurrence.

STORED GRAIN Form SG-08

If the Coverage Summary Page indicates that Form SG-08 applies, we provide the insurance described below.

A. DEFINITIONS

- (1) **"Grain"** includes whole threshed grain, threshed seeds and threshed beans.
- (2) **"Transportation Perils"** means collision, upset or overturning of a vehicle on which the insured property is being transported, including collapse of bridges or culverts.
- (3) **"theft"** means wrongful abstraction or any act of stealing. There must be some observable physical evidence. The Police and our Representative must be advised of the theft immediately.
- (4) **"market value"** means the publically quoted price of the grain at the local elevator. No indemnity will be provided for above market value for unusual or special characteristics of the insured grain, such as scarcity, newness or quality, unless specified on Coverage Summary Page.
- (5) **"occupied premises"** means a building site with the principal residence of yourself or your employee located within 1/4 mile of the stored grain.
- (6) **"unoccupied premises"** means any building site not occupied by you or your employee.

B. PROPERTY INSURED

We insure your grain while it is:

- (1) Contained in any building or enclosure on property owned, leased or rented to you within Canada

- (2) In transit anywhere in Canada, except by common carrier.

C. PROPERTY NOT INSURED

We do not insure:

- (1) Grain you do not own, unless otherwise specifically stated on Coverage Summary Page;
- (2) Grain in any cleaning or processing plant, public grain elevator, unless specifically stated on the Coverage Summary Page;
- (3) Unharvested or unthreshed grain.

D. INSURED PERILS

Your grain is insured against direct loss or damage caused by:

- (1) Fire, lightning or explosion;
- (2) Transportation perils.

THEFT EXTENSION

If the Coverage Summary Page indicates "**THEFT EXTENSION**" applies, we extend the policy to provide insurance for theft of stored grain while stored on:

- (1) OCCUPIED PREMISES — within a fully enclosed building, but excluding any mysterious disappearance or unexplained shortage.
- (2) UNOCCUPIED PREMISES — within a fully enclosed building, excluding any mysterious disappearance or unexplained shortage.

When the THEFT EXTENSION is opted for cyclone, tornado and windstorm will be covered, but only while the property is stored in fully enclosed buildings.

The General Exclusions shown on page 81 are applicable to this form.

E. CO-INSURANCE CLAUSE

We will not pay for a greater proportion of any loss than the applicable amount of insurance bears to 80% of the Actual Cash Value of all insured property at the time of loss.

FERTILIZER and FARM CHEMICALS **Form FC-09**

If the Coverage Summary Page indicates that Form FC-09 applies, we provide the insurance described below.

A. PROPERTY INSURED

We insure chemical fertilizer, herbicides and pesticides which you own while stored in fully enclosed buildings or storage tanks on premises occupied by the insured and, if "Broad Form" is applicable, while in transit anywhere in Canada, except while in transit by common carrier.

B. INSURED PERILS

Limited Form: If Limited Form is shown on the Coverage Summary Page, you are insured against direct loss or damage caused by Fire, Lightning or Explosion of natural, coal or manufactured gas.

Broad Form: If Broad Form is shown on the Coverage Summary Page, you are insured against direct loss or damage caused by:

1. Fire, Lightning or Explosion;
2. Collision, upset or overturning of a vehicle on which the insured property is being transported, including collapse of bridges or culverts;
3. Vandalism or Malicious Acts;
4. Theft. **This peril does not include:**
 - (a) any mysterious disappearance or unexplained shortage; or
 - (b) theft of liquid fertilizer, herbicide or pesticide from a storage tank unless pumps are securely locked when not in use.
 - (c) loss under circumstances in which there is no observable substantiating evidence of theft;
5. Windstorm. This peril does not include loss or damage:
 - (i) to property in transit, or
 - (ii) due to the entrance into a building of rain, hail, sleet or snow, whether or not resulting from windstorm.

The General Exclusions shown on page 81 are applicable to this form.

C. CO-INSURANCE CLAUSE

We will not pay for a greater proportion of any loss than the applicable amount of insurance bears to 80% of the Actual Cash Value of all insured property at the time of loss.

HAY, STRAW and FEED Form HS-10

If the Coverage Summary Page indicates that Form HS-10 applies, we provide the insurance described below.

A. PROPERTY INSURED

We insure your stacked or baled hay, straw or feed, and commercial feed supplements, concentrates and processed grains for animal consumption, while located anywhere on property owned, leased or rented to the insured.

B. INSURED PERILS

You are insured against direct loss or damage caused by Fire, Lightning or Explosion of natural, coal or manufactured gas.

The General Exclusions shown on page 81 are applicable to this form.

C. CO-INSURANCE CLAUSE

We will not pay for a greater proportion of any loss than the applicable amount of insurance bears to 80% of the Actual Cash Value of all insured property at the time of loss.

MILK IN TANKS Form MK-11

If the Coverage Summary Page indicates that Form MK-11 applies, we provide the insurance described below.

A. PROPERTY INSURED

We insure raw milk while in tanks on your premises.

B. INSURED PERILS

You are insured against all risks of direct physical loss or damage from any external cause, but we do not insure loss due to souring, change of flavor, contamination, change of temperature or spoilage of any kind, unless such loss is a direct consequence of;

- (a) fire, lightning, explosion, vandalism or malicious acts, or
- (b) interruption of electrical power.

The General Exclusions shown on page 81 are applicable to this form.

MISCELLANEOUS PROPERTY Form MP-12

If the Coverage Summary Page indicates that Form MP-12 applies, we provide the insurance described below.

A. PROPERTY INSURED

We insure the property described on the Coverage Summary Page for which an amount of insurance is shown.

If your personal property is insured under coverage C of Section 1 of this policy, the "Replacement Cost Cover", as described in the Basis of Settlement of Claim Payment — Property section, will apply to your property insured under this Floater. This provision does not apply to any agricultural or commercial property which may be scheduled.

B. PROPERTY NOT INSURED

We do not insure:

1. Property engaged in custom farming or while in transit in connection with custom farming, unless permission for such use is stated in the Coverage Summary Page;
2. Underground property other than pumps separately described and specifically insured. We do not insure wells, underground piping or wiring or the cost of excavation for any of these;

3. Property used for logging, forestry, brush cutting, land clearing or sawmill operations;
4. Property used commercially for any purpose other than your agricultural operations, unless permission for such use is stated in the Coverage Summary Page.

C. INSURED PERILS

ALL PERILS FORM: If the Coverage Summary Page specifies All Perils Form, you are insured against all risks of direct physical damage from any external cause, except the following:

We do not insure:

1. loss or damage caused by or resulting from wear, tear, gradual deterioration, latent defect, dampness of atmosphere, freezing or extremes of temperature, moths, rodents or vermin;
2. loss or damage caused by or resulting from mechanical or electrical breakdown, disturbance or failure, or repairing, adjusting, servicing or maintenance operations, but if any of these result in fire or explosion, we will pay only for the resulting loss or damage to insured property caused by fire or explosion;
3. loss or damage to tires or tubes unless the loss or damage is caused by fire, windstorm or theft, or is coincident with other loss or damage insured by this Form;
4. Vandalism or malicious acts caused by you or any person employed by you;
5. theft of property from automobiles, trailers or other conveyances unless the theft results from forcible entry (of which there must be visible evidence) into a fully enclosed body or compartment which has been securely locked;
6. any mysterious disappearance or unexplained loss;
7. accumulative damage, however caused.

NAMED PERILS FORM: If the Coverage Summary Page Specifies Named Perils, you are insured against direct loss or damage caused by:

1. Fire, Lightning;
2. Explosion, except explosion originating in internal combustion engines;
3. Windstorm or Hail;
4. Collision, upset or overturning of a vehicle on which the insured property is being transported, including collapse of bridges or culverts;
5. Vandalism or Malicious Acts. This peril does not include loss or damage:
 - (a) caused by theft or attempted theft,
 - (b) caused by you, or any person employed by you;

- (c) to tires or tubes unless the loss or damage is co-incident with other loss or damage to the insured property;
6. Theft, unless the Coverage Summary Page indicates "excluding theft".

This peril does not include;

- (a) any mysterious disappearance or unexplained loss;
- (b) theft of property from automobiles, trailers or other conveyances unless the theft is a result of forcible entry (of which there must be visible evidence) into a fully enclosed body or compartment which has been securely locked.

The General Exclusions shown on page 81 are applicable to both the All Perils and Named Perils forms.

D. CO-INSURANCE CLAUSE

We will not pay for a greater proportion of any loss than the applicable amount of insurance bears to 80% of the Actual Cash Value of the insured property at the time of loss. If two or more items are specifically described in the Coverage Summary Page, this condition will apply separately to each item.

E. TERRITORIAL LIMITS

We insure the described property while on your premises and while temporarily away from your premises anywhere in Canada. However, if the Coverage Summary Page indicates "Premises Coverage Only", we insure the property only while it is on your premises.

FARM TRUCK LAY UP Form FT-13

If the Coverage Summary Page indicates that Form FT-13 applies, we provide the insurance described below.

A. PROPERTY INSURED

We insure seasonal use Farm Trucks described and scheduled on the Coverage Summary Page, located in any building or in the open on property owned or leased to the insured.

Property Excluded:

- (a) Any vehicle that is licensed or registered; or
- (b) Any vehicle that is covered under an automobile policy or any other insurance plan; or
- (c) Any vehicle that is in use.

B. INSURED PERILS

You are insured against direct loss or damage caused by Fire, Lightning or Explosion of natural, coal or manufactured gas.

The General Exclusions shown on page 81 are applicable to this Form.

C. CO-INSURANCE CLAUSE

We will not pay for a greater proportion of any loss than the applicable amount of insurance bears to 80% of the Actual Cash Value of all insured property at the time of loss. If two or more items are specifically described in the Coverage Summary Page, this condition will apply separately to each item.

OPTIONAL POLICY COVERAGES

The following Optional Coverage(s) apply only when indicated on the Coverage Summary Page. We provide the insurance described in return for the premium specified and subject to the terms and conditions set out in the Optional Coverages.

BUSINESS AT HOME EXTENSION Form — 0142

This Extension provides you with the following coverages relating to the home based business operated by you, or a member of your family residing with you:

BUSINESS PROPERTY

COVERAGE: Section 1, Coverage C — Personal Property, of this policy is extended to include Business Property (including stock, equipment and tools belonging to you, or for which you are responsible), while contained in the dwelling building or locked outbuilding up to the amount specified for this Extension on the Coverage Summary Page. Business Property anywhere else in Canada is covered up to a limit of \$5,000.

EXCLUSIONS: Coverage on your Business Property is subject to all the limitations and exclusions listed in this Policy (except as they may be expressly modified by this endorsement). In addition, there is no coverage for:

1. any furs, jewellery, precious metals or watches;
2. property you have loaned or rented to others, or have sold under a conditional sales agreement or deferred payment plan, once it has left your custody;
3. any lost business or extra expense resulting from damage by an insured peril, other than as provided separately under the Extra Expenses section of this Extension. However, under Section D — Additional Living Expenses, you can rent temporary living accommodation of sufficient size to enable you to continue to operate your home based business. The amount insured under Section D shown on the Coverage Summary Page will still apply;
4. any loss resulting from dishonesty on the part of you or any of your employees;
5. unexplained loss, mysterious disappearance, or shortage discovered when taking inventory;
6. theft of property from automobiles, trailers or other conveyances unless the theft is a result of forcible entry (of which there must be visible evidence) into a fully enclosed body or compartment which has been securely locked;

7. books of account and other records, other than the cost of blank records, plus the cost of re entering the lost information.

BASIS OF SETTLEMENT: Losses on Stock will be paid on an "Actual Cash Value" basis; all other losses will be paid on a "Replacement Cost" basis. The terms "Actual Cash Value" and "Replacement Cost" are defined in Section 1 — Basis of Claim Payment — Property Coverages of this policy.

MONEY: At your option, the \$300. limit on money provided by this Policy can apply to money held in connection with the home based business. However, coverage provided by this Policy in respect of Credit, Debit, Cash, Bank or similar Cards, Forgery, and Counterfeit Money is expressly excluded from this Extension.

INFLATION ENDORSEMENT: The inflation protection coverage provided by this Policy does not apply to this Extension.

SINGLE LIMIT HOMEOWNERS: Business Property is expressly excluded from the additional provisions and enhanced Special Limits of the Single Limit Extension forming part of this policy

CO-INSURANCE: For property on premises, we will only pay the same portion of a loss that the amount insured bears to 80% of the actual replacement value (in the case of stock, 80% of the actual cash value) of the property insured.

DEDUCTIBLE: We are responsible only for the amount by which the loss or damage caused by any of the insured perils exceeds the amount of the deductible shown on the Coverage Summary Page in any one occurrence. If your claim involves Business Personal Property as well as non-business personal property, arising from one incident, only one deductible will apply. The Section 1, Principle Residence property deductible will also apply to business personal property.

EXTRA EXPENSE

COVERAGE: This Policy is extended to cover the necessary Extra Expense you incur to continue as nearly as practicable the normal conduct of your business following damage to or destruction of property insured by this Policy by the perils insured against. The most we will pay under this section is \$2,500.

CONDITIONS:

1. The destruction or damage must occur during the term of the Policy.
2. We will pay for Extra Expense incurred during a period of twelve months from the date of the loss, or until you are able to resume normal occupancy of your residence, whichever comes first. This period shall not be limited by the expiration date of this Policy.
3. You agree to resume complete or partial business operations, and to reduce or dispense with such extra expenses as are being incurred, as soon as practicable after the loss.

EXCLUSIONS: This coverage is subject to all the limitations and exclusions listed in the Policy. In addition, there is no coverage for:

1. any loss of income;

2. the cost of repairing or replacing damaged property, except for cost in excess of the normal cost for such repair or replacement, incurred in order to reduce the amount of the total Extra Expense otherwise payable;
3. loss due to fines or damages due to breach of contract for late or non-completion of orders, or for any penalties;
4. loss due to suspension, lapse or cancellation of any lease or license, contract or order;
5. the cost of re-writing books of account and other records, whether hard copies or electronic data;
6. increase of loss due to delays in resumption of business caused directly or indirectly by strikers or other persons.

LIABILITY COVERAGE

If the Coverage Summary Page shows "Liability Extended to Cover Business at Home" you are insured for:

COVERAGE: Section II, Coverage E — Legal Liability, of this Policy is extended to include all sums which you become legally liable to pay as compensatory damages for bodily injury or property damage arising out of the operation of your home based business.

EXCLUSIONS: This coverage is subject to all the limitations and exclusions listed in the Policy. In addition, you are not insured for claims made against you arising from:

1. liability for bodily injury or property damage by reason of assumption of liability in a contract or agreement;
2. any obligation under a workers' compensation, disability benefits or unemployment compensation law or any similar law;
3. bodily injury to any of your employees arising out of and in the course of employment by you, however this exclusion does not apply to employees on whose behalf contributions are made by or required to be made by the insured under the provisions of any workers' compensation law;
4. damage to that particular part of real property on which you or any contractor or sub contractor working directly or indirectly on your behalf is performing operations if the property damage arises out of those operations;
5. property damage to that particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it, other than property damage included in the "products-completed operations hazard";
6. property damage to "your product" arising out of it or any part of it;
7. property damage to "your work" arising out of it or any part of it and included in the "products-completed operations hazard"; however this Exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a sub-contractor;

8. property damage to “impaired property” or property that has not been physically injured, arising out of:
- (a) a defect, deficiency, inadequacy or dangerous condition in “your product” or “your work”; or
 - (b) a delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to loss of use of other property arising out of a sudden and accidental physical injury to “your product” or “your work” after it has been put to its intended use;

9. any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal, or disposal of “your product”, “your work” or “impaired property” if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy, or dangerous condition in it;

10. bodily injury or property damage due to the rendering or failure to render any professional service. This includes but is not limited to:

- (a) the rendering or failing to render:
 - (i) medical, surgical, dental, x-ray or nursing service or treatment, or the related furnishing of food or beverages;
 - (ii) any health service or treatment; or
 - (iii) and cosmetic or tonsorial service or treatment;
- (b) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
- (c) the handling or treatment of dead bodies, including autopsies, organ donation or other procedures;
- (d) professional services in the practice of optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (e) the preparing, approving, or failing to prepare or approve maps, drawings, opinions reports, surveys, change orders, designs or specifications;
- (f) the rendering or failure to render professional architectural or engineering services including supervisory or inspection services connected therewith;
- (g) the rendering or failure to render professional accountant’s, lawyer’s, real estate broker’s or agent’s , insurance broker’s or agent’s, travel agent’s, stock broker’s or counseling services;

If it is indicated on the Coverage Summary Page that Hairdressers Professional Liability is included, Paragraph (a) (iii) of this exclusion does not apply to any insured

whose business is a hairdresser or barber. However, this insurance does not apply to bodily injury caused by or due to:

- (i) plastic surgery, the removal or attempted removal of warts, moles or other growths;
- (ii) the use of electrolysis or any electrically operated apparatus for removal of hair;
- (iii) the application of any preparation, the use or sale of which is prohibited under any Federal, Provincial or Municipal Law;
- (iv) the use of any product before the application of which the manufacturer or distributor recommends predisposition or allergy tests or shall have used the same product on the customer on a previous occasion without adverse effect, and if the results of such tests prove unsatisfactory, the use of such product in a manner other than as a result of the tests;
- (v) the use or application of any preparation, material, appliance or apparatus in connection with exercising, slenderizing or reducing services;
- (vi) body massage (other than facial massage);
- (vii) body (including ear and nose) piercing, physiotherapy or chiropody;
- (viii) the use of suntanning lamps or other irradiating devices;
- (ix) the use of electrical heat or steam baths;

11. (a) "bodily injury" or "property damage" arising out of the actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of pollutants:

- (i) at or from any premises, site or location which is or was at any time, owned or occupied or rented or loaned to an insured;
- (ii) at or from any premises, site or location which is or was at any time, used by or to any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (iii) which are or were at any time transported, handled, stored, treated, disposed of or processed as waste by or for any insured or any person or organization from whom the Insured may be legally responsible; or
- (iv) at or from any premises, site or location on which any Insured or contractors or subcontractors working directly or indirectly on any Insured's behalf are performing operations;
 - (a) if the pollutants are brought on or to the premises, site or location in connection with such operations by such Insured, contractor or subcontractor; or

- (b) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify, decontaminate, stabilize, remediate or neutralize, or in any way respond to, or assess the effect of pollutants.

Sub paragraphs (i) and (iv) (a) of paragraph 11(a) of this exclusion do not apply to “bodily Injury” or “property damage” caused by heat, smoke or fumes from a fire which becomes uncontrollable or breaks out from where it was intended to be.

- (b) any loss, cost or expense arising out of any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, heat, detoxify, decontaminate, stabilize, remediate or neutralize, or in any way respond to, or assess the effect of pollutants, unless such loss, cost or expense is consequent upon “bodily Injury” or “property damage” covered by this policy.

“Pollutants” means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapors, soot, fumes, acid, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

DEFINITIONS: Words and phrases in quotation marks have the following special meanings in this Extension;

“IMPAIRED PROPERTY” means tangible property, other than your product or your work that cannot be used or is less useful because:

1. it incorporates your product or your work that is known or thought to be defective, deficient, inadequate, or dangerous; or
2. you have failed to fulfill the terms of a contract or agreement, if such property can be restored to use by:
 - (a) the repair, replacement, adjustment or removal of your product or your work; or
 - (b) your fulfilling the terms of the contact or agreement.

“OCCURRENCE” means an accident, including continuous or repeated exposure to substantially the same harmful conditions.

“PRODUCTS-COMPLETED OPERATIONS HAZARD” includes all bodily Injury or property damage occurring away from the premises you own or rent and arising out of your product or your work, except:

1. products that are still in your physical possession; or
2. work that has not yet been completed or abandoned.

Your work will then be deemed completed at the earliest of the following times:

1. when all of the work called for in your contract has been completed;
2. when all of the work to be done at the site has been completed if your contract calls for work at more than one site;
3. when that part of work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed. This hazard does not include bodily injury or property damage arising out of the existence of tools, uninstalled equipment or abandoned or unused materials.

“YOUR PRODUCT” means:

1. any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) you; or
 - (b) others trading under your name: or
 - (c) a person or organization whose business or assets you have acquired; and
2. containers (other than vehicles) materials, parts or equipment furnished in connection with such goods or products.

“Your Product” includes warranties or representations made at any time with respect to the fitness, quality, durability, or performance of any of the items included in 1. and 2. above.

“Your Product” does not include vending machines or other property rented to or located for the use of others but not sold.

“YOUR WORK” means:

1. work or operations performed by you or on your behalf; and
2. materials, parts and equipment furnished in connection with such work or operations.

“Your Work” includes warranties or representations made at any time in respect to the fitness, quality, durability, or performance of any of the items included in 1. or 2. above.

LIMIT OF LIABILITY: The amount of insurance shown in the Coverage Summary Page is the maximum amount we will pay under one or more sections of Coverage E for all compensatory damages in respect of one accident or occurrence or series of accidents or occurrences resulting from one cause and is the maximum amount we will pay for any number of accidents or occurrences in any one Policy Period if caused by the products-completed operations hazard.

DEDUCTIBLE: You will pay the first \$500. of each and every claim for property damage. If more than one claim arises or results from a single occurrence, the deductible shall apply only once. The terms of the Policy, including those with respect to notice of accident or occurrence and our right to investigate, negotiate and settle any claim or suit, apply irrespective of the application of the deductible amount.

TERRITORY: This insurance applies only to occurrences taking place in Canada.

COVERAGE: Section II, Coverage F — Voluntary Medical Payments is amended to delete the exclusion reading “your business or any business use of your premises except as specified in this Policy” as it applies to this coverage.

EXCLUSIONS: This coverage is subject to all the limitations and exclusions listed in the Policy. In addition, if the bodily injury arises out of your business or any business use of your premises we will not pay medical expenses for bodily injury:

1. to any insured;
2. to a person hired to do work for or on behalf of any insured or a tenant of any insured;
3. to a person injured on that part of premises you own or rent that the person normally occupies;
4. to a person, whether or not an employee of any insured, who at the time of injury is entitled to benefits under any workers compensation or disability benefits law or a similar law;
5. to a person injured while taking part in athletics;
6. the payment of which is prohibited by law;
7. included within the "products-completed operations hazard";
8. excluded under Coverage E, Legal Liability of the Policy and amended by this endorsement.

GENERAL CONDITIONS

These conditions apply to all sections of this extension:

1. "Home based business" means business that you operate out of the dwelling insured by this policy, and described in the Application you have given to us.
2. You do not operate any part of your business from any other permanent location. If your business is operated in whole or in part from any location other than the insured dwelling, this insurance is invalidated.
3. The coverage under this Extension replaces, and is not in addition to, any coverage for business personal property or liability relating to the home based business already provided under this Policy.

MISINTERPRETATION OF DATE EXCLUSION ENDORSEMENT Form — 0144

If the Coverage Summary indicates that the Misrepresentation of Date Exclusion Endorsement applies this exclusion applies to all and every section and coverage and endorsement of the policy contract.

The Policy does not insure against loss or damage caused directly or indirectly by the failure of any:

- (a) electronic data processing equipment, or other equipment, including microchips embedded therein;
- (b) computer program;
- (c) software;
- (d) media;
- (e) data;

- (f) memory storage system;
- (g) memory storage device;
- (h) real time clock;
- (i) date calculator; or
- (j) any other related component, system, process or device,

to correctly read, recognize, interpret or process any encoded, abbreviated or encrypted date, time or combined date/time data or data field. Such failure shall include any error in original or modified data entry or programming. This exclusion does not apply to loss or damage caused directly by a "Named Peril".

In this endorsement a "Named Peril" shall mean:

1. FIRE or LIGHTNING.
2. EXPLOSION: This peril does not include loss or damage caused by explosion of steam pressure vessels or related equipment and piping when the maximum normal internal working pressure exceeds 103 kilopascals (15 pounds per square inch) above atmospheric pressure.
3. SMOKE: This peril means smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the premises.
4. IMPACT BY AIRCRAFT, OR LAND VEHICLE.
5. RIOT.
6. VANDALISM or MALICIOUS ACTS: This peril does not include loss or damage :
 - a. occurring while the building insured is vacant or in the course of construction, even if permission for vacancy or construction has been given by us; or
 - b. caused by you, members of your household or your employees;
 - c. to glass which forms part of the building;
 - d. caused by theft or attempted theft.
7. WINDSTORM OR HAIL: This peril does not include loss or damage to insured property or to the interior of an insured building caused by windstorm , hail or coincidental rain damage, unless the storm first creates an opening in the building.

This peril does not include damage:

- a. to produce stored in the open;
- b. due to the weight or pressure of ice or snow, waves, flood, land subsidence, whether driven by wind or not;
- c. to poultry unless confined in a building.

Further this insurance does not apply to any sums which the insured is legally obligated to pay as compensatory damages for third party "bodily injury" and "property damage" arising out of the failure of any:

- a. electronic data processing equipment, or other equipment, including microchips embedded therein;

- b. computer program;
- c. software;
- d. media;
- e. data;
- f. memory storage system;
- g. memory storage device;
- h. real time clock;
- i. date calculator; or
- j. any other related component, system, process or device,

to correctly read, recognize, interpret or process any encoded, abbreviated or encrypted date, time or combined date/time data or data field. Such failure shall include any error in original or modified data entry or programming.

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

STATUTORY AND ADDITIONAL CONDITIONS

With respect to Section II — Liability Coverage, Statutory Conditions 1, 3, 4, 5 and 15 apply. Otherwise, all of the Conditions set forth under the titles Statutory Conditions and Additional Conditions apply as Policy Conditions, with respect to all of the perils insured by this policy except as these Conditions may be modified or supplemented by the Riders or Endorsements forming part of this policy.

STATUTORY CONDITIONS

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 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 he desires the contract to continue in force, he must, within fifteen days of the receipt of the notice, pay to the Insurer an additional premium, and in default of such 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 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 cheque payable at par.
- (5) The fifteen days mentioned in clause (a) of sub-condition (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.

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, costs, actual cash value and particulars of amount of loss claimed,
 - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the Insured knows or believes.

- (iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the Insured,
 - (iv) showing the amount of other insurances and the names of other Insurers,
 - (v) showing the interest of the Insured and of all others in the property with particulars of all liens, encumbrances and other charges upon the property,
 - (vi) showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of 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.

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-paragraph (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 appraisalment 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 therefor 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. Every action or proceeding against the Insurer for the recovery of a claim under or by virtue of this contract is absolutely barred unless commenced within one year* next after the loss or damage occurs.

* In those jurisdictions where statute prescribes another period for right of action, every action or proceeding against the Insurer shall be commenced within such prescribed period and not afterwards.

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.

ADDITIONAL CONDITIONS

Notice to Authorities – I. Where the loss is due to a malicious act, burglary, robbery, theft or attempt thereat, or is suspected to be so due, the Insured shall give immediate notice thereof to the police or other authorities having jurisdiction.

No Benefit to Bailee – II. It is warranted by the Insured that this insurance shall in no wise enure directly or indirectly to the benefit of any carrier or other bailee.

Pair and Set – III. Unless otherwise provided, in the case of loss of or damage to any article or articles, whether scheduled or unscheduled, which are part of a set, the measure of loss of or damage to such article or articles shall be a reasonable and fair proportion of the total value of the set, but in no event shall such loss or damage be construed to mean total loss of set.

Parts – IV. In the case of loss of or damage to any part of the insured property whether scheduled or unscheduled, consisting, when complete for use, of several parts the Insurer is not liable for more than the insured value of the part lost or damaged, including the cost of installation.

Basis of Settlement – V. Unless otherwise provided, the Insurer is not liable beyond the actual cash value of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused, and shall in no event exceed what it would cost to repair or replace the same with material of like kind and quality.

Property of Others – Loss Settlement – VI. In the case of loss or damage to property of others covered by this policy, we reserve the right to settle such loss or damage with the owner or owners of the property.

Subrogation – VII. The Insurer, upon making any payment or assuming liability therefor under this policy, shall be subrogated to all rights of recovery of the insured against any person, and may bring action in the name of the Insured to enforce such rights. Where the net amount recovered after deducting the cost of recovery is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount shall be divided between the Insurer and the Insured in the proportion in which the loss or damage has been borne by them respectively.

Canadian Currency VIII. All amounts of insurance, premiums or other amounts stated in this policy are in Canadian Currency.

Sue and Labour – IX. It is the duty of the Insured in the event that any property insured hereunder is lost to take all reasonable steps in and about the recovery of such property. The Insurer shall contribute pro rata towards any reasonable and proper expenses in connection with the foregoing according to the respective interests of the parties.

Liberalization Clause – X. If, after the issuance of this Policy and before its expiration, there be adopted and published for use in this Province (Province - meaning the Province in which this policy was purchased.) by the insurer any forms, endorsements or rules by which the insurance provided by this Policy could be extended or broadened without additional premium charge, either by endorsement or substitution of form, then, as to loss occurring after the effective date of such adoption and publication, such extended or broadened insurance shall enure to the benefit of the Insured hereunder as though such endorsement or substitution had been made.

It is understood between the Insurer and Insured that if compensation becomes payable before the whole premium has been paid, the portion of the premium remaining unpaid shall be deducted from the amount of the compensation payable.

This policy is subject to the terms and conditions set forth herein together with such other terms and conditions as may be endorsed hereon or added hereto. No term or condition of this policy shall be deemed to be waived in whole or in part by the Insurer unless the waiver is clearly expressed in writing signed by a person authorized for that purpose by the Insurer.

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