

# Residential Pro

## PERSONAL PROPERTY PROTECTION POLICY

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##### Principal Residence

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# RESIDENTIAL 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 Insurance Policy has two sections.*

## **SECTION I —**

### **PROPERTY COVERAGES**

## **SECTION II —**

### **LIABILITY COVERAGE**

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 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.

**"Condominium Corporation"** means a condominium or strata corporation established under Provincial Legislation.

**"Unit"** means the condominium unit, strata lot or exclusive portion described in the Condominium Declaration or Co-ownership Declaration occupied by you as a private dwelling.

"**Premises**" in the case of a homeowner, means the dwelling and the land contained within the lot lines on which the dwelling is situated.

"**Premises**" in the case of a tenant or condominium unit owner, means the dwelling or unit and includes garages, outbuildings and private approaches reserved for your use or occupancy only.

"**Residence Employee**" means a person employed by you to perform duties in connection with the maintenance or use of the insured premises.

"**Homeowner**" means an owner of the dwelling and premises.

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

"**Condominium Unit Owner**" means an owner of a dwelling unit forming part of property owned by a condominium or strata corporation.

"**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.

## **SECTION I — 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— BROAD FORM**

- 1006 — Homeowner**
- 1124 — Mobile Homeowner**
- 1004 — Condominium Unit Owner**
- 1003 — Tenant's Package**
- 1026 — Single Limit Homeowner**

#### **Part 2 —COMPREHENSIVE**

- 1022 — Homeowner**
- 1023 — Condominium Unit Owner**
- 1123 — Tenant's Package**
- 1125 — Mobile Homeowner**
- 1027 — Single Limit Homeowner**

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

- **Homeowners – 1006**
- **Mobile Homeowner – 1124**
- **Condominium Unit Owner – 1004**
- **Tenant’s Package – 1003**
- **Single Limit Broad Homeowner – 1026**

**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 for residential, business or agricultural purposes.

## Coverage C — Personal Property

We insure the contents of your dwelling or unit 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.

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.

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.

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 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 or until your policy term ends, whichever occurs first.

### 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 or unit 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 unit 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, detached private structures or unit 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, detached private structures or unit rented or held for rental. Fair Rental Value shall not include any expense that does not continue while that part of the dwelling, detached private structure or unit rented or held for rental is unfit for occupancy.

If a civil authority prohibits access to your dwelling or unit 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, cracking or the falling of ceiling or wall plaster 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 property contained in the building.

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 watermains 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 - 1026**

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

1. Motorized golf carts are considered as covered motorized vehicles by adding "motorized golf carts" after "snowblowers" 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 \$15,000".

The Special Limits of Insurance under Coverage C-Personal Property are increased 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.
- 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.

Additional Coverage Limits are increased to provide as follows:

- 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.

**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.

The following is added under ADDITIONAL COVERAGES:

- 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.

## PART 2. COMPREHENSIVE FORM — (All Perils)

- Homeowners – 1022
- Mobile Homeowners – 1125
- Condominium Unit Owner – 1023
- Tenants Package – 1123
- Single Limit Comprehensive Homeowner – 1027

### **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 watermains 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 for residential, business or agricultural purposes.*

## Coverage C — Personal Property

1. We insure the contents of your dwelling or unit 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, unit or equipment by an Insured Peril. This applies only to personal property kept in the dwelling or unit.
4. 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 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 or until your policy term ends, whichever occurs first.

### 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, cracking or the falling of ceiling or wall plaster 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 — 1027**

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

1. Motorized golf carts are considered as covered motorized vehicles by adding "motorized golf carts" after "snowblowers" 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 \$15,000".

The Special Limits of Insurance under Coverage C-Personal Property are increased 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.
- 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.

Additional Coverage Limits are increased to provide as follows:

- 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.

**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.

The following is added under ADDITIONAL COVERAGES:

- 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.

## 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 (if you are a Homeowner) or personal property (if you are a Condominium Unit Owner) 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 or condominium unit owner 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.

If you are a tenant, payment under this coverage reduces the Coverage C amount of insurance by the sum paid. If you are a condominium unit owner, we will pay for an additional amount up to 100% of the amount of insurance on Coverage C, Personal Property.

**Loss Assessment Coverage:** If you are a Condominium Unit Owner, we will pay for an additional amount of up to 250% of the amount of insurance on Coverage C Personal Property, of your share of any special assessment if:

1. the assessment is valid under the Condominium Corporation's governing rules; and
2. it is made necessary by direct loss to the collectively owned condominium property caused by an Insured Peril in the Policy.

We will pay up to \$2500. for that part of an assessment made necessary by a deductible in the insurance policy of the Condominium Corporation.

**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;

- telephone expenses for calls to businesses, law enforcement agencies, financial institutions or similar credit grantors, and credit agencies;
- 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;
- 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.

- 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;
- the costs for sending certified mail to law enforcement agencies, financial institutions or similar credit grantors, and credit agencies;
- 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;
- 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.

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.

Under no circumstances shall Portage Mutual Insurance be required to pay more than the maximum specified limits laid out in this endorsement.

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.

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) — 0202**

- **Seasonal Residence / Contents**
- **Basic Residential and / or Contents**

#### **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 :**

- a. damage to fences;
  - b. damage to outdoor radio and TV antennae (including Satellite receivers) and their attachments;
  - c. damage 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 0079**

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 0736**

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 0202 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 thereof, 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 0202 which it extends.

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

## **SEASONAL HOMEOWNER BASIC 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**

- a. 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.

- b. 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.

- c. 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, eaves troughs 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:*

1. loss or damage occurring after your dwelling has, to your knowledge, been vacant for more than 30 consecutive 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, declared or undeclared hostilities, civil war, rebellion, revolution, insurrection or military power;
4. buildings or structures used in whole or part for business or farming purposes unless declared in the Coverage Summary;
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 person at the direction of any person insured by this policy;
7. loss or damage to personal property while undergoing a process involving the application of heat, but resulting damage to other property is insured;
8. loss of, or damage to any property illegally imported, stored transported, acquired or kept;
9. loss of, or damage to books of account and evidences of debt or title;
10. loss or damage to any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
11. lawns, driveways and outdoor trees, shrubs and plants;
12. 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 you 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**

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 Coverage(s).

### **TENANTS RESTRICTION ENDORSEMENT — Form 0054**

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;
13. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
14. any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive materials;
15. 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.
16. 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 7814**

If the Coverage Summary page indicates Form 7814 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:*

- 1. wear and tear, deterioration, defect or mechanical breakdown;
- 2. birds, vermin, rodents or insects;
- 3. any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
- 4. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
- 5. 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;
- 6. 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 7800**

If the Coverage Summary Page indicates form 7800 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 therefore.

**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.

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

**MISCELLANEOUS PROPERTY FLOATER**  
**Form 7832**

If the Coverage Summary page indicates that Form 7832 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, then "Replacement Cost Cover", as described in the Basis 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. 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.

#### **C. LOSS OR DAMAGE NOT INSURED**

##### **Applicable to All Perils and Named Perils Forms.**

##### **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;
9. loss by theft, unless such loss is reported to the local police immediately.

#### **D. CO-INSURANCE CLAUSE**

We will not pay for a greater proportion of any loss than the applicable amount of insurance bears to 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 and the continental United States of America. However, if the Coverage Summary page indicates "Premises Coverage Only", we insure the property only while it is on your premises.

### TV / RADIO ANTENNAE FLOATER Form — 0041

If the Coverage Summary Page indicates Form 0041 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 — 0124**

If the Coverage Summary Page indicates Form 0124 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;
  - a. any person insured by this policy; or

- b. 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**

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 — 7810**

If the Coverage Summary Page indicates Form 7810 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 — 0104**

If Water Damage Extension, form 0104 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 — 0116**

If Water Damage Extension (Limited), form 0116 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 — 0722**

If the Coverage Summary Page indicates Form 0722 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 — 0721**

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 — 7805**

If the Coverage Summary Page indicates Form 7805 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.

## ADDITIONAL FREEZER CONTENTS

### Form — 0130

If the Coverage Summary page indicates that Additional Freezer Contents coverage applies, we will increase the amount of coverage provided for Food Freezer Contents under the ADDITIONALCOVERAGE section of your policy.

The limit of Food Freezer Contents coverage is increased by the amount of insurance indicated on the Coverage Summary page.

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

## CONDOMINIUM UNIT OWNERS ADDITIONAL PROTECTION INSURANCE All Risks Form — 1034

If an Amount of Insurance is shown on the Coverage Summary page for this coverage, we also insure under Section I of the policy to which this endorsement is attached, but subject to changes in terms and conditions that follow, your unit, excluding your improvements and betterments to it, If the Condominium Corporation has no insurance, its insurance is inadequate, or it is not effective.

We will not pay more than the amount shown on the Coverage Summary for this coverage or 250% of the amount of insurance on Coverage C, Personal Property whichever is greater.

### **Basis of Claim Payment**

We will pay for insured loss or damage to your unit, less any amount recoverable from any insurance covering the collective interests of unit owners, as follows:

1. if, within a reasonable time after loss or damage, you replace or repair the loss or damage to your unit with materials of similar quality, we will pay the actual cost of repairs or replacement (whichever is less) without deduction for depreciation;
2. 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 occurrence.

**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.**

### **INSURED PERILS**

We insure your unit against all risks of direct physical loss or damage except as follows:

### **Loss or Damage Not Insured**

*We do not insure:*

1. loss or damage as stated in the "Loss or Damage Not Insured" clauses under Section I;
2. 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;

3. loss or damage resulting from wear and tear, deterioration, defect or mechanical breakdown, rust or corrosion, extremes of temperature, wet or dry rot or mould, and contamination;
4. the cost of making good faulty material or workmanship;
5. loss caused by theft or attempted theft of any property
  - a. which at the time of loss is not part of your unit,
  - b. in or from your unit while it is under construction, or of materials or supplies for use in the construction, until your unit is completed and ready to be occupied.

*We do not insure loss or damage:*

6. to electrical devices or appliances caused by electrical currents other than lightning, unless fire or explosion follows and then only for the resultant damage;
7. 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;
8. caused by birds, vermin, rodents or insects, except loss or damage to building glass;
9. caused by settling, expansion, contraction, moving, bulging, buckling or cracking except resulting damage to building glass;
10. caused by smoke caused by agricultural smudging or industrial operations;
11. to an insured unit 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;
12. to outdoor radio or TV antennae (including satellite receivers), and their attachments caused by windstorm or hail, weight of ice, snow or sleet, or collapse;
13. caused by vandalism or malicious acts or glass breakage occurring while your unit is under construction or vacant even if permission for construction or vacancy has been given by us;
14. 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;
15. 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;
16. 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;
17. 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 unit 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 unit is under construction or vacant even if permission for construction or vacancy has been given by us;
19. to an outdoor swimming pool or equipment attached or a public watermain, caused by water escape, rupture or freezing, nor the cost of tearing out or repairing that which must be torn apart before such loss or damage can be repaired;
20. caused by freezing of a plumbing, heating, sprinkler or air conditioning system or domestic appliance unless it happens within a unit 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 unit 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 unit is under construction or vacant, you would not be insured, even if permission for construction or vacancy has been given by us.

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

### **EARTHQUAKE COVERAGE** **Form — 0076**

If the Coverage Summary page indicates that Form 0076 — EARTHQUAKE is included, you are insured against direct loss or damage to property insured under Building, Contents or Building and Contents, as specified, caused by Earthquake.

1. One or more earthquake shocks that occur within any consecutive one hundred and sixty eight hour period shall constitute a single earthquake.
2. We will pay only that part of the loss over the deductible percentage specified on the Coverage Summary page of the total amount of insurance that applies. This deductible shall apply separately to loss under Building and Contents. The deductible shall not be less than \$500. in any one loss. No other deductible applies to this optional coverage.
3. We do not insure loss or damage caused directly or indirectly by flood of any nature or tidal wave, whether or not caused by, resulting from, contributed to or aggravated by earthquake.

This coverage does not increase the amounts of insurance stated in this policy.

**SPECIAL LIMITATIONS  
ENDORSEMENT Form — 0118**

**(For attachment to Water Damage Extension Endorsement)**

It is understood and agreed that all loss or damage arising from the coverage provided by the Water Damage Extension Endorsement is subject to a \$ 1,000. deductible for each occurrence.

It is further understood and agreed that all such loss or damage shall be adjusted on the basis of Actual Cash Value on Personal Property and carpets (whether or not permanently installed).

**RENTED CONDOMINIUM  
EXTENSION ENDORSEMENT Form — 0120**

It is hereby understood and agreed that form 1004 Broad Condominium Unit Owners Package Form, Coverage C, Section I, on Premises, is amended to read as follows:

"This policy covers personal property including improvements or betterments made by or acquired at the expense of the Insured, whether required to be specifically mentioned by any Statutory Condition of the policy or not, usual or incidental to the occupancy of the premises as a rental condominium unit.

It is further understood and agreed that Coverage C, Section 2 Away From Premises, under the same form, is deleted in its entirety.

It is further understood and agreed that under Perils Insured Against, Item #11, "Theft or Attempt Thereat", is deleted in its entirety except for refrigerators, stoves, freezers, automatic dishwashing equipment, laundry washers and dryers."

**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 caused by the perils of Windstorm or Hail.

**LIMITED OPTIONAL LOSS SETTLEMENT  
Form — 0094**

If this coverage is indicated on the Coverage Summary the optional loss settlement clause, as expressed by paragraph (A) under Dwelling Building and Detached Structures of the Basis of Claim Payment section, will not apply to loss or damage to roof surfacing of buildings caused by Windstorm or Hail.

Settlement will be based on the Actual Cash Value of the damage at the date of the occurrence per paragraph (B).

**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 manmade;
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 in this endorsement 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 endorsement applies remain unchanged.

**TRAVEL TRAILER COVERAGE  
Form — 0128**

If the Coverage Summary page specifies Form — 0128, Travel Trailer Coverage, we insure:

1. your Travel Trailers(s) described on the Coverage Summary page for which an amount of insurance and premium are shown, and
2. contents of such trailers if the Coverage Summary page specifies an amount of insurance on contents.
3. 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 the travel trailer contents insured under this coverage.

## **INSURED PERILS**

You are insured against all risks of direct physical loss or damage from any external cause, subject to the terms and conditions set out below.

### **Special Limits of Insurance**

We insure jewellery, precious and semi-precious stones, watches, fur garments and garments trimmed with fur for a maximum of 25% of the total amount of insurance for which contents coverage is written but not for more than \$500. on any one article.

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

## **LOSS OR DAMAGE NOT INSURED**

### **Property Not Insured**

*We do not insure:*

1. motorized vehicles, motors, bicycles, aircraft, watercraft or other conveyances or their furnishings, equipment or appurtenances except the insured Travel Trailer;
2. books of account, evidences of debt or title, bills, currency, money, bullion, notes, securities, letters of credit, railroad or other tickets, passports or documents;
3. contact lens, artificial teeth or limbs;
4. plants, animals, birds and fish;
5. property illegally imported, acquired, kept, stored or transported or used in any illicit or prohibited trade or transportation;
6. property lawfully seized or confiscated unless the property is destroyed to prevent the spread of fire;
7. property pertaining to any profession or occupation; merchandise for sale or exhibition, salesmen's samples;
8. property while waterborne except while being transported by regular ferries;
9. property rented to others;

### **Losses Not Insured**

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

1. wear and tear, gradual deterioration, vermin, inherent vice, latent defect, mechanical breakdown, delay, loss of use, corrosion, rust, dampness of atmosphere, freezing or extremes of temperature;
2. 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;
3. dishonesty of persons to whom the property is entrusted. This exclusion does not apply where the person entrusted is a carrier for hire;
4. marring or scratching. This exclusion does not apply to loss or damage caused by theft;

5. electrical currents other than lightning. If loss by fire or explosion ensues, we will pay for the damage caused by fire or explosion;
6. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
7. any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
8. your intentional or criminal acts;
9. damage to tires or tubes unless caused by fire or theft;
10. breakage of brittle articles unless caused by fire, theft or accident to the insured trailer(s).

**Territorial Limits**

We insure the described property within the territorial limits of Canada and the continental United States of America.

**BUILDING BYLAWS EXTENSION  
Form — 0126**

If the Coverage Summary page indicates that this coverage is included and 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:***

1. more than the amount of insurance shown on the Coverage Summary page;
2. more than the minimum amount required to comply with any law;
3. 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.

**BICYCLE FLOATER  
FORM — 7812**

**PROPERTY INSURED**

We insure only your bicycles that are specifically described in the Coverage Summary Page.

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.

**PROPERTY NOT INSURED**

We do not insure any property:

1. used as a public or livery conveyance for carrying passengers for compensation;

2. while rented to others;
3. while operated in any official race or speed test;
4. illegally acquired, kept, stored or transported or property subject to forfeiture;
5. lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;

#### **INSURED PERILS**

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

#### **LOSS OR DAMAGE NOT INSURED**

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

1. dishonesty of persons to whom the insured property is entrusted. This exclusion does not apply where the person entrusted is a carrier for hire;
2. wear and tear, gradual deterioration, latent defect or inherent vice;
3. mechanical breakdown;
4. marring and scratching, rust or corrosion, extremes of temperature, condensation, dampness of atmosphere, wet or dry rot, mould or contamination;
5. the cost of making good faulty material or workmanship;
6. personal property undergoing any process or being worked on where damage results from such process or work;
7. birds, raccoons, vermin, rodents or insects;
8. any nuclear incident as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute, or any law amendatory thereof or nuclear explosion, except for ensuing loss or damage which results directly from fire, lightning or explosion of natural, coal or manufactured gas;
9. by contamination by radioactive material;
10. war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
11. your intentional or criminal acts;
12. loss or damage resulting from a change in ownership of property that is agreed to, even if that change was brought about by trickery or fraud.

**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.**

**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.

**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.**

**ENDORSEMENTS 90 to 99**

Coverage may be limited or restricted by END. 90 to 99 as described on the Coverage Summary page.

## **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 — 0048**

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 — 0115**

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**

1. This extension applies only to the building occupied by you as a principal residence.
2. 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.
3. 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.
4. 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.
5. 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**

**Definitions** (Applicable to Section II).

"You" or "Your" in this Section have the same meaning as in Section I. In addition, the following persons are insured:

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

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

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

"Property Damage" means damage to, or destruction of, or loss of use of property.

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

"Premises" in this Section means all premises where the person(s) named as Insured on the Declaration page, or his or her spouse, maintains a residence. It also includes:

1. other residential premises specified on the Declaration page, except business property and farms;
2. individual or family cemetery plots or burial vaults;
3. vacant land you own or rent, excluding farm land;
4. land where an independent contractor is building a one or two family residence to be occupied by you;
5. premises you are using or where you are temporarily residing if you do not own such premises.

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

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

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

"Condominium Corporation" in the Section has the same meaning as in Section I.

"Condominium Unit Owner" in the Section has the same meaning as in Section I.

#### **COVERAGES**

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. Each person insured is a separate Insured but this does not increase the limit of insurance.

#### **COVERAGE E — LEGAL LIABILITY**

We pay all sums which you become legally liable to pay as compensatory damages because of bodily injury or property damage.

The amount of insurance is the maximum we will pay under one or more Sections of Coverage E, for all compensatory damages in respect of one accident or occurrence other than as provided under defense, settlement, supplementary payments.

You are insured for claims made against you arising from:

1. **Personal Liability** — legal liability arising out of your personal actions anywhere in the world.

You are not insured for claims made against you arising from:

- a. the ownership, use or operation of any motorized vehicle, trailer or watercraft, except those for which coverage is shown in this form;
- b. damage to property you own, use, occupy or lease;

- c. damage to property in your care, custody or control;
  - d. damage to personal property or fixtures as a result of work done on them by you or anyone on your behalf;
  - e. bodily injury to you or any person residing in your household other than a residence employee.
2. **Premises Liability** — legal liability arising out of your ownership, use or occupancy of the premises defined in Section II. This insurance also applies if you assume, by a written contract, the legal liability of other persons in relation to your premises.

You are not insured for claims made against you arising from:

- a. damage to property you own, use, occupy or lease;
  - b. damage to property in your care, custody or control;
  - c. damage to personal property or fixtures as a result of work done on them by you or anyone on your behalf;
  - d. bodily injury to you or any person residing in your household other than a residence employee.
3. **Tenant's 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 liability you have assumed by contract unless your legal liability would have applied even if no contract had been in force.

4. **Employers' Liability:** legal liability for bodily injury to residence employees arising out of and in course of their employment by you.

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

You are not insured for liability imposed upon or assumed by you under any Workmen's Compensation Statute.

#### **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.

#### **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. Medical expenses for residential employees are insured.

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

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 the medical expenses of any person covered by any Workers' Compensation Statute.

You are not insured for claims arising out of ownership, use or operation of any motorized vehicle, trailer or watercraft, except those for which coverage is shown in this policy

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 injured 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, trailer or watercraft, except those for which coverage is provided by this form;
2. for property you or your tenants own or rent;

3. which are insured under Section I;
4. caused by the loss of use, disappearance or theft of property;

**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 Declaration 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.

#### **Loss Assessment Coverage**

If you are a Condominium Unit Owner, we will pay up to a total of the limit of Coverage E in any one annual policy period for your share of special assessments if;

1. the assessment is valid under the Condominium Corporation's governing rules, and
2. the assessments are made necessary by occurrences to which this Section of the form applies.

We will pay up to \$2500. for any part of these assessments made necessary by a deductible in the insurance policy of the Condominium Corporation.

#### **SPECIAL LIMITATIONS**

**Watercraft You Own:** You are insured against claims arising out of your ownership, use or operation of watercraft equipped with an outboard motor or motors of not more than 17 kw (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 38 kw (50 HP) or for any other type of watercraft not more than 8 meters (26 feet) in length.

If you own any motors or watercraft larger than those stated above, you are insured only if they are shown on the Declaration 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.

**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:

1. the watercraft is being used or operated with the owner's consent;

2. 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.

**Motorized Vehicles — Vehicles You Own:** You are insured against claims arising out of your ownership, use or operation of the following, including their trailers and or attachments;

1. self-propelled lawn mowers, snow blowers, garden-type tractors of not more than 25 H.P., used or operated mainly on your property, provided they are not used for compensation or hire;
2. motorized golf carts while in use on a golf course;
3. motorized wheelchairs.

**Motorized Vehicles — Vehicles You Do Not Own:** You are insured against claims arising out of your use or operation of any self propelled land vehicle, amphibious vehicle or air cushion vehicle including their trailers which you do not own, provided that:

1. the vehicle is not subject to motor vehicle registration and is designed primarily for use off public roads;
2. you are not using it for business or organized racing;
3. the vehicle is being used or operated with the owner's consent;
4. the vehicle 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 vehicle itself.

**Trailers:** You are insured against claims arising out of your ownership, use or operation of any trailer or its equipment, provided that such trailer is not being towed by, attached to or carried on a motorized vehicle.

**Business and Business Property:** You are insured against claims arising out of:

1. your work for someone else as a sales representative, collector, messenger or clerk, provided that the claim does not involve injury to a fellow employee;
2. your work as a teacher, provided the claim does not involve physical disciplinary action to a student or injury to a fellow employee;
3. 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;
4. the rental of space in your residence to others for incidental office, school or studio occupancy;
5. the rental to others, or holding for rent, of not more than 3 car spaces or stalls in garages or stables;
6. activities during the course of your trade, profession or occupation which are ordinarily considered to be non-business pursuits;
7. the temporary or part time business pursuits of an insured person under the age of 21 years.

Claims arising from the following business pursuits are insured only if the properties or operations are shown on the Coverage Summary page:

1. the rental of residential buildings containing not more than 6 dwelling units;
2. the use of part of your residence by you for incidental office, school or studio occupancy.

**Loss or Damage Not Insured:** You are not insured for claims arising from:

1. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
2. 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
3. termination;
4. your business or any business use of the insured premises except as specified in this policy; the rendering of or failure to render any professional service;
5. bodily injury or property damage caused by any intentional or criminal act or failure to act by:
  - a. any person insured by this policy; or
  - b. any other person at the direction of any person insured by this policy;
6. the ownership, use or operation of any aircraft or premises used as an airport or landing strip, and all necessary or incidental operations;
7. the ownership, use or operation of any motorized vehicle, trailer or watercraft except those for which coverage is provided in this form;
8. the transmission of a communicable disease by any person insured by this policy.
9. the use or operation of any watercraft, whether owned by you or not, while it is:
  - a. 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;
  - b. being operated or controlled by you while your alcohol-blood ratio exceeds 80 milligrams of alcohol in 100 milliliters of blood;
10. 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;
11. (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;
12. the personal actions of a Named Insured who does not reside on the premises described in the Coverage Summary;
  13. 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.

#### **CONDITIONS**

**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.

**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 policy will be considered excess insurance and will not pay any loss or claim until the amount of such other insurance is used up.

## OPTIONAL LIABILITY 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.

### VOLUNTARY COMPENSATION FOR EMPLOYEES ENDORSEMENT Form — 0753

If the Coverage Summary page indicates that Voluntary Compensation is included, 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.

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.

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.

#### **DEFINITIONS**

As used in this coverage, "Employee" means your residence 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 we will not pay more than \$100. per week.

#### **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.

<b>Loss of or permanent loss of use of:</b>	<b>No. of Weeks</b>
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1. Arm	
(a) at or above elbow .....	100
or	
(b) below elbow .....	0
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

** <b>(ii)</b> 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 expense 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.

**DAY CARE COVERAGE  
ENDORSEMENT Form — 0113**

If the Coverage Summary indicates that Liability is extended to Day Care, 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.

**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 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, vapours, 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 contract 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, part 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:

- 1) to produce stored in the open;
- 2) due to the weight or pressure of ice or snow, waves, flood,
- 3) land subsidence, whether driven by wind or not;
- 4) 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,

- b) forthwith give notice thereof in writing to the Insurer;
  - a) 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;
  - b) if required, give a complete inventory of undamaged property and showing in detail quantities, cost, actual cash value;
  - c) if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other contract.
- 2) The evidence furnished under 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 willfully 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 appraisal or particular estimate of the loss or damage, but the Insurer is not entitled to the control or possession of the insured property, and without the consent of the Insurer there can be no abandonment to it of insured property.

**Appraisal – 11.** In the event of disagreement as to the value of the property insured, the property saved or the amount of the loss, those questions shall be determined by appraisal as provided under The Insurance Act before there can be any recovery under this contract whether the right to recover on the contract is disputed or not, and independently of all other questions. There shall be no right to an appraisal until a specific demand 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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2009/01