



**Wawanesa**  
*Insurance*

Your  
**Personal**  
Insurance Policy



## INTRODUCTION

Thank you for choosing the **Wawanesa Mutual Insurance Company** as your insurer.

We are proud to offer you this product through Canada's Insurance Broker network.

Please read this booklet and Declarations carefully and keep them in a safe place. If you have any questions we encourage you to contact your Insurance Broker.

## HOW TO READ AND UNDERSTAND YOUR POLICY

Your booklet has been written in plain language to make it easier for you to understand the insurance protection you have purchased.

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

Your policy consists of:

- **THE DECLARATIONS** which contain information that is unique to your insurance policy and which indicates the coverages you have purchased.
- **THE POLICY** that is contained in this booklet.
- **OPTIONAL FORMS** and **ENDORSEMENTS** that are included in this booklet or attached to your Declarations.
- **THE STATUTORY CONDITIONS** which apply to all forms and are required by Provincial Law.

All of these items represent the legal contract of indemnity between you and us.

This policy consists of two sections:

**SECTION I – PROPERTY COVERAGE** of this booklet describes the insurance on your property. It also includes Loss Of Use and/or Fair Rental Value coverage as shown in the booklet.

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

In order to determine what coverage(s) you have, simply read your Declarations and then find the corresponding coverage(s) either in this booklet or in any attached form.

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# **AGREEMENT**

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

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

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

If we broaden coverage while the policy is in effect, you will receive the benefit of the increased coverage at no additional charge.

# DEFINITIONS

In this policy words and phrases shown in "quotations" have special meaning, either as defined in this booklet under DEFINITIONS or as otherwise specifically defined within the applicable form.

**"Aircraft"** means any contrivance used or designed for flight, including any parts whether or not attached to the aircraft. Aircraft includes but is not limited to airplanes, helicopters, hot air balloons, drones, unmanned aerial vehicles or hovercrafts.

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

**"Business"** means any continuous or regular pursuit undertaken for financial compensation, including any trade, profession or occupation. Business does not include "farming".

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

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

**"Civil Authority"** means any person acting under the authority of Federal, Provincial or Territorial, or Municipal legislation with respect to the protection of persons and property in the event of an emergency.

**"Computer Equipment"** means the central processing unit and any auxiliary equipment including, but not limited to mice, monitors, keyboards, printers, speakers, scanners, disk and tape drives, modems, routers, cassette tape recorders, word processing equipment, tablet computers and/or any associated connecting cables.

**"Computer Software"** and **"Software"** means computer programs and/or instructions stored on electronic media, excluding video games of any kind.

**"Computer System"** means:

- a. "your" "computer equipment" described on the Declarations; and any
- b. (1) media;
- (2) "computer software" electronically stored on "computer equipment" or media; and
- (3) "data" electronically stored on "computer equipment" or media; all as described on the Declarations and which are being used in conjunction with "your" "computer equipment" as described on the Declarations.

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

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

**"Data Problem"** means:

- a. erasure, destruction, corruption, misappropriation or misinterpretation of "data";
- b. error(s) in creating, amending, entering, deleting or using "data"; or
- c. inability to receive, transmit or use "data".

**"Domestic Water Container"** means a device or apparatus for containing, heating, chilling or dispensing water for personal use, this does not include plumbing, heating, cooling or sprinkler systems.

**"Dwelling"** means:

- a. if "you" are a building or mobile home owner, the building or mobile home described on the Declarations wholly or partially occupied as a private residence;
- b. if "you" are a tenant, the portion of the building occupied by "you" principally as a private residence;
- c. if "you" are a condominium unit owner, the structure occupied as a condominium unit for private residence purposes or the portion of the structure occupied as a condominium unit for private residence purposes.

**"Farming"** means the ownership, maintenance or use of "premises" for the production of crops or the raising or care of livestock, including all necessary related operations.

**"Flood"** includes, but is not limited, to, waves, tides, tidal waves, tsunami, dam breaks, seiche or the rising of, the breaking out or the overflow of any body of water or watercourse, whether natural or man-made.

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

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

**"Insured"**

Under **SECTION I – PROPERTY COVERAGE** and **SECTION II – LIABILITY COVERAGE** "Insured" means a "Named Insured", and while living in the same household;

- a. his or her "spouse";
- b. the relatives of either;
- c. a registered domestic partner; and
- d. any person under the age of 21 years and in "your" care.

In addition, a student who is enrolled and attends a school, college or university and who is dependent on a "Named Insured" or his or her "spouse" for support and maintenance is also an Insured even if temporarily residing away from "your" principal residence as shown on the Declarations.

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

Only a "Named Insured" may take legal action against "us".

Under **SECTION II – LIABILITY COVERAGE** "Insured" also means;

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

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

**"Named Insured"** means the person(s) designated as an "Insured" on the Declarations.

**"Occurrence"**

Under **SECTION I – PROPERTY COVERAGE** "Occurrence" means a loss to insured property during the policy period, caused by one or more of the insured perils.

Under **SECTION II – LIABILITY COVERAGE** "Occurrence" means an accident, including continuous or repeated exposure to the same general harmful conditions, and occurring during the policy period.

**"Our", "us" or "we"** means the Wawanesa Mutual Insurance Company.

**"Pollutant(s)"** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to fuel oil, vapour, soot, chemicals, pesticides, herbicides, waste and smoke from agricultural smudging or industrial operations.

**"Premises"**

Under **SECTION I – PROPERTY COVERAGE** "Premises" means:

- a. the location where "you" reside and the land contained within the lot lines where the "dwelling" is situated;
- b. if "you" are a tenant or the owner of a condominium unit premises means the portion of the location which "you" occupy exclusively for "your" residential purposes; and
- c. other residential premises specified on the Declarations, except "business property" and farms.

Under **SECTION II – LIABILITY COVERAGE** "Premises" also means:

- a. individual or family cemetery plots or burial vaults;
- b. "vacant" land in Canada owned by or rented to "you", other than farm land;
- c. land in Canada owned by or rented to "you" on which an independent contractor is building a one, two, three or four family residence to be occupied by "you";
- d. the premises where "you" are residing temporarily or which "you" are using temporarily, provided "you" are not:
  - (1) the owner of the premises; or
  - (2) the lessee or tenant of the premises under any agreement which is longer than 90 consecutive days; and/or
- e. premises in Canada to be occupied by "you" as "your" principal residence from the date "you" acquire ownership or take possession but not beyond the earliest of:
  - (1) 30 consecutive days;
  - (2) the date the policy term expires or is terminated; or
  - (3) the date upon which specific liability insurance is arranged for such premises.

**"Property Damage"** means:

- a. physical damage to or destruction of tangible property; and
- b. the loss of use of tangible property.

**"Residence Employee"** means a person employed by "you" to perform duties in connection with the maintenance or use of the insured "premises". This includes person(s) who perform household or domestic services or duties of a similar nature for "you". This does not include any person(s) while performing duties in connection to "your" "business" or "farming" operation.

**"Specified Perils"** means the following perils as described and limited, subject to losses excluded under **SECTION I – LOSS OR DAMAGE NOT INSURED:**

1. **FIRE**
2. **LIGHTNING**
3. **EXPLOSION**
4. **SMOKE**

This peril means smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the "premises".

5. **FALLING OBJECT**

This peril means a falling object which strikes the exterior of a "dwelling" and/or private structure.

6. **IMPACT BY AIRCRAFT, SPACECRAFT OR LAND VEHICLE**

This peril does not include any loss or damage to animals.

7. **RIOT**

8. **VANDALISM OR MALICIOUS ACTS**

This peril does not include loss or damage:

- a. caused by "you" and/or at "your" direction;
- b. occurring while the "dwelling" is under construction or "vacant", even if "we" have given permission for the policy to remain in force during construction or "vacancy";
- c. caused by theft or damage from an attempted theft.

9. **WATER DAMAGE**

"We" insure:

- a. the sudden and accidental escape of water or steam from within a plumbing, heating, cooling, sprinkler or air conditioning system or "domestic water container", which is located within "your" "dwelling" and/or private structures;

but under no circumstances do "we" insure any loss or damage:

- (1) caused by freezing during the usual heating season;
  - (i) within a heated portion of "your" "dwelling" and/or private structures if "you" have been away from "your" "premises" for more than 4 consecutive days, but "you" will still be insured if "you" have taken any of the following precautions:

- a) arranged for a competent person to enter "your" "dwelling" and/or private structures once every 3 days "you" were away to ensure that heating was being maintained;
  - b) shut off the water supply to "your" "dwelling" and/or private structures and had drained all of the pipes and "domestic water containers";
  - c) connected "your" heating system to an alarm which is monitored 24 hours a day by a central monitoring service;
- (ii) within an unheated portion of "your" "dwelling" and/or detached private structures;
- (2) caused by continuous or repeated leakage or discharge of water;
  - (3) caused by seepage;
  - (4) caused by the backing up or escape of water or sewage from any sewer, septic system or sump;
  - (5) to a plumbing, heating, cooling, sprinkler or air conditioning system or "domestic water container" from which the water escaped; or
  - (6) occurring while the "dwelling" and/or private structure is under construction or "vacant", even if "we" have given permission for the policy to remain in force during construction or "vacancy". This exclusion applies immediately upon "your" "dwelling" and/or private structures becoming "vacant" or commencing construction;
- b. the sudden and accidental escape of water from a "domestic water container" which is located outside "your" "dwelling" and/or private structures; but under no circumstances do "we" insure any loss or damage when the escape of water is caused by freezing;
  - c. the sudden and accidental escape of water from a "watermain" located outside "your" "dwelling" and/or private structures; or
  - d. water which enters "your" "dwelling" and/or private structures through an opening which has been created suddenly and accidentally by a "Specified Peril" other than WATER DAMAGE.

Regardless of exceptions a., b., c. and d. above, "we" do not insure any loss or damage caused by:

- (a) "surface waters";
- (b) "ground water" or rising of the water table;
- (c) shoreline ice build-up or water borne ice or other waterborne objects, all whether driven by wind or not;
- (d) "flood". This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but "you" are still insured for ensuing loss or damage which results directly from fire or explosion.

#### **10. WINDSTORM**

This peril does not include loss or damage caused by or resulting from the weight of ice or snow, including, but not limited to shoreline ice build-up or water borne ice or other objects, whether driven by wind or not.

#### **11. HAIL**

This peril does not include damage to the outer metal cover of any mobile home unless the cover is punctured by the hail.

#### **12. ELECTRICITY**

This peril means the sudden and accidental damage from artificially generated electrical current.

#### **13. TRANSPORTATION**

This peril means loss or damage to "your" personal property 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 personal property in a vacation or home trailer which "you" own.

#### **14. ICE DAMMING**

This peril means loss or damage caused by water that enters the "dwelling" or unit through a roof due to the accumulation of ice or snow on the exterior of the roof or eavestrough.

## 15. DAMAGE CAUSED BY BEARS

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

**"Spouse"** means a person:

- a. who is married to or has entered into a civil union with another person and is living with that person; or
- b. who has been living with another person of the opposite or the same sex and has been represented as that person's spouse for at least three years; or in the following cases, for at least one year if:
  - (1) a child has been born or is to be born of their union;
  - (2) they have adopted a child together; or
  - (3) one of them has adopted a child of the other.

**"Surface Waters"** means water or natural precipitation temporarily diffused over the surface of the ground, not caused by "flood" or escape of water from a "domestic water container" or "watermain".

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

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

- a. all occupants have moved out with no intention of returning to reside continuously in the "dwelling" and no new occupant has taken up residence; or
- b. in the case of a newly constructed or acquired "dwelling", no occupant has yet taken up residence.

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

**"You"** or **"Your"** refers to the "Insured".

# **SECTION I**

## **PROPERTY COVERAGE**

### **COVERAGE A – DWELLING BUILDING**

"We" insure:

- a. the "dwelling" on the "premises" described on the Declarations and its attached structures;
- b. permanently installed outdoor equipment on the "premises" used principally for the service of the "dwelling";
- c. outdoor "domestic water containers", including swimming pool(s), spas, hot tubs and their 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 the "dwelling" and/or private structures on the "premises";
- e. building fixtures and fittings used principally for the service of the "dwelling" while temporarily removed from the "premises" for repair or seasonal storage.

### **COVERAGE B – PRIVATE STRUCTURES**

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

#### **PROPERTY NOT INSURED**

"We" do not insure private structures originally built and previously used for "farming" purposes regardless of their current use unless otherwise endorsed in this form.

### **COVERAGE C – PERSONAL PROPERTY**

#### **PERSONAL PROPERTY ON YOUR PREMISES**

"We" insure:

- a. the contents of "your" "dwelling" and other personal property "you" own, wear or use which is usual to the ownership, maintenance or use of "your" "dwelling"; and
- b. 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 personal property of roomers or boarders.

#### **PERSONAL PROPERTY AWAY FROM YOUR PREMISES**

"We" insure:

- a. "your" personal property 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 with "you";
- b. personal property while in storage, including in a safety deposit box;
- c. personal property of a student who, while temporarily residing away from "your" principal residence is covered up to \$25,000 provided the student:
  - (1) is enrolled in and attending a school, college or university; and
  - (2) is dependent on a "Named Insured" or his or her "spouse" for support and maintenance;
- d. 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 or assisted living facility is covered up to \$25,000.

#### **MOVING TO ANOTHER HOME**

"We" insure "your" personal property while "you" are moving from the "premises" shown on the Declarations to a new "dwelling" anywhere in Canada:

- a. for a period of 30 days commencing on the date "you" began moving; or
- b. until "your" policy term expires or is terminated;

whichever occurs first.

This coverage does not increase the Amount of Insurance applying to the property being moved.

## SPECIAL LIMITS OF INSURANCE

Coverage for the following types of personal property is subject to the SPECIAL LIMITS OF INSURANCE as shown below. These limits are the most "we" will pay for any loss or damage in any one "occurrence".

For all insured losses	Limit
"Business" property on "your" "premises"	\$5,000
Securities	\$5,000
Money, "cash cards", bullion	\$1,000
Watercraft, their furnishings, equipment, motors and accessories	\$3,000
Motorized garden equipment and golf carts	\$10,000
Spare automobile parts	\$1,000

The following **SPECIAL LIMITS OF INSURANCE** only apply to losses caused by theft or mysterious disappearance.

For theft and mysterious disappearance losses	Limit
Jewellery, watches, gems	\$10,000
Fur garments and garments trimmed with fur	\$6,000
Numismatic, coin or banknote collections	\$1,000
Manuscripts, stamps and stamp collections	\$1,500
Collectibles, including sports cards, memorabilia and comic books	\$250 per item; \$5,000 total

## PROPERTY NOT INSURED

"We" do not insure:

- a. property of roomers or boarders who are not related to "you";
- b. personal property normally kept at any other location "you" own, rent or occupy;
- c. motorized vehicles or their equipment except:
  - (1) electric power assisted bicycles;
  - (2) wheelchairs or scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability, that can attain speeds no greater than 32 kilometers per hour;
  - (3) watercraft;
  - (4) lawn mowers, snow blowers and other motorized gardening equipment; and
  - (5) motorized golf carts;
- d. camper units, truck caps, trailers, or their equipment;
- e. "aircraft" or their equipment.

Equipment includes audio, visual, recording, or transmitting equipment, powered by the electrical system of a motorized vehicle or "aircraft".

Equipment does not include spare automobile parts.

Toys or hobby items such as model "aircraft" or children's battery powered all-terrain vehicles using no more than a 12 volt battery or that can attain speeds no greater than 10 kilometers per hour are not considered motorized vehicles or "aircraft";

- f. sporting equipment where the loss or damage is due to its use;
- g. breakage of eyeglasses, glassware, statuary, marbles, bric-a-brac, porcelain, and similar fragile articles (other than jewellery, gems, watches, bronzes, precious and semi-precious stones, cameras and photographic lenses) unless the loss or damage is caused by;
  - (1) any of the "Specified Perils"; or
  - (2) theft or attempted theft;
- h. animals, birds or fish unless the loss or damage is caused by any of the "Specified Perils" other than IMPACT BY AIRCRAFT, SPACECRAFT OR LAND VEHICLE;
- i. property at any fairground, exhibition or exposition, for the purpose of exhibition, trade or sale;
- j. evidence of debt or title; or
- k. property pertaining to a "business", including samples and goods held for sale.

## COVERAGE D – LOSS OF USE

The Amount of Insurance for COVERAGE D – LOSS OF USE is the total amount for any one or a combination of the following coverages. The periods of time shown below are not limited by the expiration of this policy.

### ADDITIONAL LIVING EXPENSE

As a result of an insured peril, if "your" "dwelling" is unfit for occupancy or "you" have to move out while repairs are being made, "we" insure any necessary increase in living expenses, including moving expenses, incurred by "you" so that "your" household can maintain its normal standard of living. Payment shall be for the reasonable time required to repair or rebuild "your" "dwelling", or if "you" permanently relocate, the reasonable time required for "your" household to settle elsewhere.

### FAIR RENTAL VALUE

If an insured peril makes that part of the "dwelling" and/or private structure 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" and/or private structure rented or held for rental.

Fair Rental Value shall not include any expense that does not continue while that part of the "dwelling" and/or private structure rented or held for rental is unfit for occupancy.

### PROHIBITED ACCESS

If a "civil authority" prohibits access to "your" "premises":

- a. as a direct result of damage to neighbouring "premises" by an insured peril in this policy, "we" insure any resulting Additional Living Expense and Fair Rental Value loss for a period not exceeding two weeks; or
- b. by order for mass evacuation as a direct result of a sudden and accidental event within Canada or the United States of America, "we" insure any resulting necessary and reasonable increase in living expense incurred by "you" for the period access is prohibited, not exceeding two weeks.

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

- (1) losses excluded under **SECTION I – LOSS OR DAMAGE NOT INSURED**;
- (2) "flood";
- (3) earthquake, unless EARTHQUAKE COVERAGE – FORM 991 or CONDOMINIUM UNIT OWNERS EARTHQUAKE COVERAGE – FORM 991C is shown on the Declarations;
- (4) overland water, unless OVERLAND WATER COVERAGE – FORM 3115 or 3115L is shown on the Declarations.

No deductible applies to Prohibited Access coverage.

"We" do not insure loss or expense due to the cancellation of a lease or agreement.

## ADDITIONAL COVERAGES

The following ADDITIONAL COVERAGES do not increase the Amounts of Insurance in this policy, unless otherwise stated and are subject to the exclusions, limitations and conditions of this policy.

### 1. OUTDOOR TREES, PLANTS AND SHRUBS

**(Not applicable to any Seasonal Dwellings)**

"You" may apply up to 5% of either the COVERAGE A or COVERAGE C Amount of Insurance shown on the Declarations to cover any trees, plants and shrubs on "your" "premises". "We" insure these items against loss caused by FIRE, LIGHTNING, EXPLOSION, VANDALISM OR MALICIOUS ACTS, or IMPACT BY AIRCRAFT, SPACECRAFT OR LAND VEHICLE all as described and limited in "Specified Perils".

"We" do not insure lawns and/or items grown for commercial purposes.

"We" will not pay more than \$1,000 for any one tree, shrub or plant, including its debris removal expense.

If the amount payable for loss under COVERAGE A or COVERAGE C is greater than the Amount of Insurance applicable, then an additional 5% of the COVERAGE A or COVERAGE C Amount of Insurance will be available to cover "your" Outdoor Trees, Plants or Shrubs.

For the purposes of this ADDITIONAL COVERAGE the amount of COVERAGE A or COVERAGE C will not be increased as a result of the application of the GUARANTEED REPLACEMENT COST.

## 2. PROPERTY REMOVED

If "you" must remove "your" personal property from "your" "premises" in order to protect it from loss or damage from an insured peril, it is insured:

- a. for a period of 90 days commencing on the day "you" begin removing the property; or
- b. until the policy term expires or is terminated;

whichever comes first.

## 3. CHANGE OF TEMPERATURE

"We" will pay for "your" personal property normally kept on the "premises" that is damaged by a change of temperature resulting from physical damage to "your" "dwelling" or equipment by any of the insured perils.

## 4. TEAR OUT

If any of the walls, ceilings or other parts of "your" "dwelling" and/or private structures must be torn apart before insured WATER DAMAGE can be repaired, "we" will pay the cost of such work and its restoration.

The cost of tearing out and replacing property to repair damage related to "domestic water containers", including swimming pools, spas, hot tubs or any public "watermain" is not insured.

## 5. DEBRIS REMOVAL

"We" will pay the reasonable expenses incurred by "you" for the removal of debris of insured property as a result of an insured peril.

If the amount payable for loss, including expenses for removal of debris, is greater than the Amount of Insurance applicable to the lost or damaged property, then an additional 5% of the COVERAGE A or COVERAGE C limit as indicated on the Declarations will be available to cover "your" debris removal expenses.

This ADDITIONAL COVERAGE does not apply to losses under the following forms:

EARTHQUAKE COVERAGE – FORM 991

CONDOMINIUM UNIT OWNERS EARTHQUAKE COVERAGE – FORM 991C

LIMITED SEWER BACKUP COVERAGE – FORM 3114 or 3114A

OVERLAND WATER COVERAGE – FORM 3115 or 3115L

For the purposes of this ADDITIONAL COVERAGE, the amount of COVERAGE A or COVERAGE C will not be increased as a result of the application of the GUARANTEED REPLACEMENT COST.

## 6. CREDIT OR DEBIT CARDS, FORGERY AND COUNTERFEIT CURRENCY

"We" will pay up to \$5,000 for:

- a. "your" legal obligation to pay because of a theft or unauthorized use of credit card(s) issued to "you" or registered in "your" name; or
- b. loss caused by theft of "your" debit or automated teller cards.

"We" will not pay for loss under item a. or b. unless "you" have complied with all the conditions under which the cards are issued; nor will "we" pay for any loss caused by the use of "your" cards by a resident of "your" household or by a person to whom the cards have been entrusted.

- c. loss caused by forgery or alteration of any cheque or negotiable instrument;
- d. loss sustained by "your" acceptance in good faith of counterfeit paper currency.

At "our" option and expense "we" may defend any claim against "you" under a., b., and/or c. above.

This is additional insurance.

No deductible applies to this coverage.

## 7. FOOD SPOILAGE

"We" will pay up to \$3,000 for "your" food while contained in a refrigeration and/or freezer unit, located on "your" "premises", against loss or damage caused by or resulting from:

- a. a power failure originating on or off "your" "premises"; or
- b. the mechanical breakdown of "your" refrigeration and/or freezer unit(s).

This coverage also includes damage to the refrigeration and/or freezer unit resulting from the insured spoilage of the foods contained within and reasonable expenses incurred by "you" to save and preserve the food from spoilage.

"We" do not insure:

- a. loss or damage from spoilage caused by the accidental or intentional disconnection of the power supply; or
- b. expenses incurred in the acquisition of the food.

This is additional insurance.

No deductible applies to this coverage.

## **8. FIRE DEPARTMENT CHARGES**

"We" will reimburse "you" up to \$10,000 for fire department charges incurred for attending "your" "premises" as a result of an insured peril.

This is additional insurance.

No deductible applies to this coverage.

## **9. LOCK REPLACEMENT**

**(Not applicable to any Seasonal Dwellings)**

"We" will pay up to \$1,000 to replace or re-key at "our" option, locks on "your" "premises" described in the Declarations if "your" keys are stolen, provided the theft is reported to the police or law enforcement agency having jurisdiction.

This is additional insurance.

No deductible applies to this coverage.

## **10. ARSON CONVICTION REWARD**

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

This is additional insurance.

No deductible applies to this coverage.

## **11. GRAVE MARKERS**

"We" will pay up to \$3,000 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 any of the "Specified Perils".

This is additional insurance.

No deductible applies to this coverage.

## **12. AUTOMATIC PRINCIPAL RESIDENCE COVERAGE**

When "you" purchase a "dwelling" in Canada to replace "your" principal residence as shown in the Declarations, and "you" notify "us" within 30 days of the title registration to "you", the insurance afforded to "your" principal residence by this policy is extended to cover both residences:

- a. for a period of 30 days before or after that title registration; or
- b. until the policy term expires or is terminated;

whichever occurs first.

However, the most "we" will pay for either residence is the Amount of Insurance as stated in the Declarations for COVERAGE A, regardless of the value of the new residence.

The following do not apply to this ADDITIONAL COVERAGE:

- a. SINGLE INCLUSIVE LIMIT; and
- b. GUARANTEED REPLACEMENT COST – COVERAGE A.

Any applicable "vacancy" restrictions, as described and limited in this policy, will apply to both residences.

## **13. DATA**

"We" will pay up to \$1,500 for duty or licensing fees for the cost of downloading or restoring "data", for which "you" have paid duty or license fees, when loss of "data" is caused by an insured peril.

"We" will not pay the cost of gathering or assembling information or "data".

"Data" pertaining to "business" use is not covered.

## **ADDITIONAL COVERAGES – CONDOMINIUM UNIT OWNERS**

### **1. CONDOMINIUM LOSS ASSESSMENT**

"We" will pay up to the Amount of Insurance stated in the Declarations for "your" share of any special assessment if:

- a. the assessment is valid under the governing rules of the "Condominium Corporation"; and
- b. it is made necessary by a direct loss to the collectively owned condominium property caused by an insured peril "you" are covered for in "your" Condominium policy.

Special assessment does not include a deductible in the "Condominium Corporation's" property insurance policy.

### **2. CONDOMINIUM ADDITIONAL COVERAGE**

"We" insure "your" unit, up to the Amount of Insurance stated in the Declarations, excluding "your" improvements to it if the "Condominium Corporation" has no insurance, its insurance is inadequate or is not effective.

Inadequate insurance does not include a deductible in the "Condominium Corporation's" property insurance policy.

"You" are insured against all risks of direct physical loss or damage as outlined in SPECIAL FORM, subject to the exclusions, limitations and conditions of the policy.

### **3. CONDOMINIUM UNIT OWNER IMPROVEMENTS**

If "you" are a condominium unit owner, "we" will pay up to the Amount of Insurance stated in the Declarations against loss or damage by an insured peril for improvements to the "dwelling" made by "you" or acquired at "your" expense, including;

- a. any private structure(s) or swimming pool on the "premises";
- b. materials and supplies located on or adjacent to the "premises" for use in such improvements.

### **4. CONDOMINIUM DEDUCTIBLE ASSESSMENT**

"We" will pay up to the Amount of Insurance stated in the Declarations for:

- a. that part of an assessment made necessary by a deductible in the "Condominium Corporation's" property insurance policy, but only where the "Condominium Corporation's" governing rules specifically permit it to place the responsibility for any portion of the Master Policy Deductible on an individual unit owner.

This includes:

- (1) a deductible assessment for loss or damage to the collectively owned condominium property by an insured peril; and
  - (2) the damaged portion of "your" unit excluded under the "Condominium Corporation's" Master Policy Deductible Clause.
- b. "We" will pay up to \$2,500 if an assessment of a deductible is made necessary if loss or damage results from:
    - (1) an earthquake and only if EARTHQUAKE COVERAGE – FORM 991C is indicated on the Declarations; or
    - (2) fire that is caused directly or indirectly by earthquake.

No deductible applies to this coverage.

## **ADDITIONAL COVERAGES – TENANTS**

### **1. TENANT IMPROVEMENTS**

If "you" are a tenant, "we" insure improvements to the "dwelling" made by "you" or acquired at "your" expense including:

- a. any private structure(s) or swimming pool on the "premises";
- b. materials and supplies located on or adjacent to the "premises" for use in such improvements.

Payment under this coverage reduces the COVERAGE C Amount of Insurance by the sum paid.

## **2. DAMAGE TO DWELLING**

If the amount payable for loss under COVERAGE C is greater than the Amount of Insurance applicable, then an additional \$2,000 of the COVERAGE C Amount of Insurance will be available to pay for damage, excluding FIRE damage:

- a. to the "dwelling" directly caused by theft, including attempted theft;
- b. to the interior of the "dwelling" directly caused by VANDALISM OR MALICIOUS ACTS as described and limited in "Specified Perils".

## SPECIAL FORM

If the Rating Information section of "your" Declarations indicates that a location is a Homeowners Special Form; Special Mobile Home or Special Rented Dwelling, "your" covered property at that location is insured against the following perils:

### **INSURED PERILS – COVERAGE A, COVERAGE B, COVERAGE C and/or COVERAGE D**

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

### **EXCLUSIONS**

"We" do not insure:

- (1) losses excluded under **SECTION I – LOSS OR DAMAGE NOT INSURED;**
- (2) settling, expansion, contraction, moving, bulging, buckling or cracking, except resulting damage to building glass.

Nor do "we" insure loss or damage:

- (3) 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;
- (4) caused by theft or attempted theft committed by any tenant, tenant's employee or member of the tenant's household;
- (5) caused by vandalism, malicious acts or glass breakage occurring while "your" "dwelling" is under construction or "vacant", even if "we" have given permission for the policy to remain in force during construction or "vacancy";
- (6) caused by water,

unless the loss or damage is caused by or resulted from:

- a. the sudden and accidental escape of water or steam from within a plumbing, heating, cooling, sprinkler or air conditioning system or "domestic water container", which is located within "your" "dwelling" and/or private structures;

but under no circumstances do "we" insure any loss or damage:

- (1) caused by freezing during the usual heating season;
  - (i) within a heated portion of "your" "dwelling" and/or private structures if "you" have been away from "your" "premises" for more than 4 consecutive days, but "you" will still be insured if "you" have taken any of the following precautions:
    - a) arranged for a competent person to enter "your" "dwelling" and/or private structures once every 3 days "you" were away to ensure that heating was being maintained;
    - b) shut off the water supply to "your" "dwelling" and/or private structures and had drained all of the pipes and "domestic water containers"; or
    - c) connected "your" heating system to an alarm which is monitored 24 hours a day by a central monitoring service;
  - (ii) within an unheated portion of "your" "dwelling" and/or private structures;
- (2) caused by continuous or repeated leakage or discharge of water;
- (3) caused by seepage;
- (4) caused by the backing up or escape of water or sewage from any sewer, septic system or sump;
- (5) to a plumbing, heating, cooling, sprinkler or air conditioning system or "domestic water container" from which the water escaped;
- (6) occurring while the "dwelling" and/or private structure is under construction or "vacant", even if "we" have given permission for the policy to remain in force during construction or "vacancy". This exclusion applies immediately upon "your" "dwelling" and/or private structures becoming "vacant" or commencing construction;
- b. the sudden and accidental escape of water from a "domestic water container" which is located outside "your" "dwelling" and/or private structures; but under no circumstances do "we" insure any loss or damage when the escape of water is caused by freezing;
- c. the sudden and accidental escape of water from a "watermain" located outside "your" "dwelling" and/or private structures;

- d. water which enters "your" "dwelling" and/or private structures through an opening which has been created suddenly and accidentally by a "Specified Peril" other than WATER DAMAGE.

Regardless of exceptions a., b., c. and d. above, "we" do not insure any loss or damage caused by:

- (a) "surface waters";
  - (b) "ground water" or rising of the water table;
  - (c) shoreline ice build-up or water borne ice or other waterborne objects, all whether driven by wind or not;
  - (d) "flood". This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but "you" are still insured for ensuing loss or damage which results directly from fire or explosion;
- (7) to a "watermain";
  - (8) caused directly or indirectly, in whole or in part, by snowslide, earthquake, landslide, or any other earth movement regardless of any cause or event that contributes concurrently. If any of these results in fire or explosion "we" will pay only for the resulting loss or damage from that fire or explosion;
  - (9) caused by or resulting from freezing or thawing of outdoor "domestic water containers", including swimming pools, spas, hot tubs and their attached equipment;
  - (10) caused by hail damage to the outer metal cover of any mobile home unless the cover is punctured by the hail.

## BROAD FORM

If the Rating Information section of "your" Declarations indicates that a location is a Broad Homeowners Form or Broad Mobile Home Form, "your" covered property at that location is insured against the following perils:

### INSURED PERILS – COVERAGE A, COVERAGE B and/or COVERAGE D

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

### EXCLUSIONS

"We" do not insure:

- (1) losses excluded under **SECTION I – LOSS OR DAMAGE NOT INSURED**;
- (2) settling, expansion, contraction, moving, bulging, buckling or cracking, except resulting damage to building glass;

Nor do "we" insure loss or damage:

- (3) caused by theft or attempted theft of property in or from a "dwelling" under construction or of materials and supplies used in the construction, until the "dwelling" is completed and ready to be occupied;
- (4) caused by theft or attempted theft committed by any tenant, tenant's employee or member of the tenant's household;
- (5) caused by vandalism, malicious acts or glass breakage occurring while "your" "dwelling" is under construction or "vacant", even if "we" have given permission for the policy to remain in force during construction or "vacancy";
- (6) caused by water,

unless the loss or damage is caused by or resulted from:

- a. the sudden and accidental escape of water or steam from within a plumbing, heating, cooling, sprinkler or air conditioning system or "domestic water container", which is located within "your" "dwelling" and/or private structures;

but under no circumstances do "we" insure any loss or damage:

- (1) caused by freezing during the usual heating season;
  - (i) within a heated portion of "your" "dwelling" and/or private structures if "you" have been away from "your" "premises" for more than 4 consecutive days, but "you" will still be insured if "you" have taken any of the following precautions:
    - a) arranged for a competent person to enter "your" "dwelling" and/or private structures once every 3 days "you" were away to ensure that heating was being maintained;
    - b) shut off the water supply to "your" "dwelling" and/or private structures and had drained all of the pipes and "domestic water containers"; or
    - c) connected "your" heating system to an alarm which is monitored 24 hours a day by a central monitoring service;
  - (ii) within an unheated portion of "your" "dwelling" and/or private structures;
- (2) caused by continuous or repeated leakage or discharge of water;
- (3) caused by seepage;
- (4) caused by the backing up or escape of water or sewage from any sewer, septic system or sump;
- (5) to a plumbing, heating, cooling, sprinkler or air conditioning system or "domestic water container" from which the water escaped;
- (6) occurring while the "dwelling" and/or private structure is under construction or "vacant", even if "we" have given permission for the policy to remain in force during construction or "vacancy". This exclusion applies immediately upon "your" "dwelling" and/or detached private structures becoming "vacant" or commencing construction;
- b. the sudden and accidental escape of water from a "domestic water container" which is located outside "your" "dwelling" and/or private structures; but under no circumstances do "we" insure any loss or damage when the escape of water is caused by freezing;
- c. the sudden and accidental escape of water from a "watermain" located outside "your" "dwelling" and/or private structures;

- d. water which enters "your" "dwelling" and/or private structures through an opening which has been created suddenly and accidentally by a "Specified Peril" other than WATER DAMAGE.

Regardless of exception a., b., c. and d. above, "we" do not insure any loss or damage caused by:

- (a) "surface waters";
  - (b) "ground water" or rising of the water table;
  - (c) shoreline ice build-up or water borne ice or other waterborne objects, all whether driven by wind or not;
  - (d) "flood". This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but "you" are still insured for ensuing loss or damage which results directly from fire or explosion;
- (7) to a "watermain";
  - (8) caused directly or indirectly, in whole or in part by snowslide, earthquake, landslide, or any other earth movement regardless of any cause or event that contributes concurrently. If any of these results in fire or explosion, "we" will pay only for the resulting loss or damage from that fire or explosion;
  - (9) caused by or resulting from freezing or thawing of outdoor "domestic water containers", including swimming pools, spas, hot tubs and their attached equipment;
  - (10) caused by hail to the outer metal cover of any mobile home, unless the cover is punctured by the hail.

### **INSURED PERILS – COVERAGE C**

"We" insure:

- 1. FIRE**
- 2. LIGHTNING**
- 3. EXPLOSION**
- 4. SMOKE**

This peril means smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the "premises".

- 5. FALLING OBJECT**

This peril means a falling object which strikes the exterior of a "dwelling" and/or private structure.

- 6. IMPACT BY AIRCRAFT, SPACECRAFT OR LAND VEHICLE**

This peril does not include any loss or damage to animals.

- 7. RIOT**

- 8. VANDALISM OR MALICIOUS ACTS**

This peril does not include loss or damage:

- a. caused by "you" and/or at "your" direction;
- b. occurring while the "dwelling" is under construction or "vacant", even if "we" have given permission for the policy to remain in force during construction or "vacancy";
- c. caused by theft or attempted theft.

- 9. WATER DAMAGE**

"We" insure:

- a. the sudden and accidental escape of water or steam from within a plumbing, heating, cooling, sprinkler or air conditioning system or "domestic water container", which is located within "your" "dwelling" and/or private structures;

but under no circumstances do "we" insure any loss or damage:

- (1) caused by freezing during the usual heating season;
- (i) within a heated portion of "your" "dwelling" and/or private structures if "you" have been away from "your" "premises" for more than 4 consecutive days, but "you" will still be insured if "you" have taken any of the following precautions:
  - a) arranged for a competent person to enter "your" "dwelling" and/or private structures once every 3 days "you" were away to ensure that heating was being maintained;

- b) shut off the water supply to "your" "dwelling" and/or private structures and had drained all of the pipes and "domestic water containers"; or
  - c) connected "your" heating system to an alarm which is monitored 24 hours a day by a central monitoring service;
  - (ii) within an unheated portion of "your" "dwelling" and/or private structures;
  - (2) caused by continuous or repeated leakage or discharge of water;
  - (3) caused by seepage;
  - (4) caused by the backing up or escape of water or sewage from any sewer, septic system or sump;
  - (5) to a plumbing, heating, cooling, sprinkler or air conditioning system or "domestic water container" from which the water escaped;
  - (6) occurring while the "dwelling" and/or private structure is under construction or "vacant", even if "we" have given permission for the policy to remain in force during construction or "vacancy". This exclusion applies immediately upon "your" "dwelling" and/or private structures becoming "vacant" or commencing construction;
  - b. the sudden and accidental escape of water from a "domestic water container" which is located outside "your" "dwelling" and/or private structures; but under no circumstances do "we" insure any loss or damage when the escape of water is caused by freezing;
  - c. the sudden and accidental escape of water from a "watermain" located outside "your" "dwelling" and/or private structures;
  - d. water which enters "your" "dwelling" and/or private structures through an opening which has been created suddenly and accidentally by a "Specified Peril" other than WATER DAMAGE.
- Regardless of exceptions a., b., c. and d. above, "we" do not insure any loss or damage caused by:
- (a) "surface waters";
  - (b) "ground water" or rising of the water table;
  - (c) shoreline ice build-up or water borne ice or other waterborne objects, all whether driven by wind or not;
  - (d) "flood". This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but "you" are still insured for ensuing loss or damage which results directly from fire or explosion.

**10. WINDSTORM**

This peril does not include loss or damage caused by or resulting from the weight of ice or snow, including, but not limited to shoreline ice build-up or water borne ice or other objects, whether driven by wind or not.

**11. HAIL**

**12. TRANSPORTATION**

This peril means loss or damage to "your" personal property 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 personal property in a vacation or home trailer which "you" own.

**13. THEFT OR ATTEMPTED THEFT**

This peril does not include loss or damage:

- a. caused by theft or attempted theft committed by any tenant, tenant's employee or member of the tenant's household;
- b. occurring while the "dwelling" is under construction or "vacant", even if "we" have given permission for the policy to remain in force during construction or "vacancy".

**14. COLLAPSE, INCLUDING WEIGHT OF ICE, SNOW OR SLEET**

This peril means loss or damage to "your" personal property caused by the collapse of "your" "dwelling" or part of "your" "dwelling" on the "premises". This peril does not include loss or damage occurring while the "dwelling" is under construction or "vacant", even if "we" have given permission for the policy to remain in force during construction or "vacancy".

**15. ICE DAMMING**

This peril means loss or damage caused by water that enters the "dwelling" or unit through a roof due to the accumulation of ice or snow on the exterior of the roof or eavestrough.

**16. ELECTRICITY**

This peril means sudden and accidental damage from artificially generated electrical current.

**17. FUEL LEAKAGE**

This peril means loss or damage to personal property caused by or resulting from the sudden and accidental escape of fuel oil from a permanently installed domestic fixed fuel tank, any attached equipment, apparatus or piping as a result of a "Specified Peril".

**18. DAMAGE CAUSED BY BEARS**

## BASIC DWELLING FORM

If the Rating Information section of "your" Declarations indicates that a location is a Basic Dwelling Form or Secondary Residence Form, "your" covered property at that location is insured against the following perils:

### **INSURED PERILS – COVERAGE A, COVERAGE B, COVERAGE C and/or COVERAGE D**

"You" are insured against direct physical loss or damage caused by the following perils, subject to the exclusions, limitations and conditions of this policy.

"We" insure:

- (1) the "**Specified Perils**";
- (2) **THEFT OR ATTEMPTED THEFT**

This peril does not include loss or damage:

- a. caused by theft or attempted theft committed by any tenant, tenant's employee or member of the tenant's household;
- b. occurring while the "dwelling" is under construction or "vacant", even if "we" have given permission for the policy to remain in force during construction or "vacancy".

## SPECIAL CONDOMINIUM UNIT OWNERS FORM

If the Rating Information section of "your" Declarations indicates that a location is a Special Condominium Form, "your" covered property at that location is insured against the following perils:

### INSURED PERILS – COVERAGE C and/or COVERAGE D

"You" are insured against all risks of direct physical loss or damage to the property described, subject to the exclusions, limitations and conditions of this policy.

### EXCLUSIONS

"We" do not insure:

- (1) losses excluded under **SECTION I – LOSS OR DAMAGE NOT INSURED**;
- (2) settling, expansion, contraction, moving, bulging, buckling, or cracking, except resulting damage to building glass;

Nor do "we" insure loss or damage:

- (3) caused by theft or attempted theft of property in or from a "dwelling" under construction, or of materials and supplies used in the construction, until the "dwelling" is completed and ready to be occupied;
- (4) caused by theft or attempted theft committed by any tenant, tenant's employee or member of the tenant's household;
- (5) caused by vandalism or malicious acts or glass breakage occurring while "your" "dwelling" is under construction or "vacant", even if "we" have given permission for the policy to remain in force during construction or "vacancy";
- (6) caused by water,

unless the loss or damage is caused by or resulted from:

- a. the sudden and accidental escape of water or steam from within a plumbing, heating, cooling, sprinkler or air conditioning system or "domestic water container", which is located within "your" "dwelling" and/or private structures;

but under no circumstances do "we" insure any loss or damage:

- (1) caused by freezing during the usual heating season;
  - (i) within a heated portion of "your" "dwelling" and/or private structures if "you" have been away from "your" "premises" for more than 4 consecutive days, but "you" will still be insured if "you" have taken any of the following precautions:
    - a) arranged for a competent person to enter "your" "dwelling" and/or private structures once every 3 days "you" were away to ensure that heating was being maintained;
    - b) shut off the water supply to "your" "dwelling" and/or private structures and had drained all of the pipes and "domestic water containers"; or
    - c) connected "your" heating system to an alarm which is monitored 24 hours a day by a central monitoring service;
  - (ii) within an unheated portion of "your" "dwelling" and/or private structures;
- (2) caused by continuous or repeated leakage or discharge of water;
- (3) caused by seepage;
- (4) caused by the backing up or escape of water or sewage from any sewer, septic system or sump;
- (5) to a plumbing, heating, cooling, sprinkler or air conditioning system or "domestic water container" from which the water escaped;
- (6) occurring while the "dwelling" or detached private structure is under construction or "vacant", even if "we" have given permission for the policy to remain in force during construction or "vacancy". This exclusion applies immediately upon "your" "dwelling" and/or detached private structures becoming "vacant" or commencing construction;
- b. the sudden and accidental escape of water from a "domestic water container" which is located outside "your" "dwelling" and/or private structures; but under no circumstances do "we" insure any loss or damage when the escape of water is caused by freezing;
- c. the sudden and accidental escape of water from a "watermain" located outside "your" "dwelling" and/or private structures;

- d. water which enters "your" "dwelling" and/or private structures through an opening which has been created suddenly and accidentally by a "Specified Peril" other than WATER DAMAGE.

Regardless of exceptions a., b., c. and d. above, "we" do not insure loss or damage caused by:

- (a) "surface waters";
  - (b) "ground water" or rising of the water table;
  - (c) shoreline ice build-up or water borne ice or other waterborne objects, all whether driven by wind or not;
  - (d) "flood". This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but "you" are still insured for ensuing loss or damage which results directly from fire or explosion;
- (7) to a "watermain";
  - (8) caused directly or indirectly, in whole or in part, by snowslide, earthquake, landslide, or any other earth movement regardless of any cause or event that contributes concurrently. If any of these results in fire or explosion "we" will pay only for the resulting loss or damage from that fire or explosion;
  - (9) caused by or resulting from freezing or thawing of outdoor "domestic water containers", including swimming pools, spas, hot tubs and their attached equipment.

## BROAD CONDOMINIUM UNIT OWNERS FORM

If the Rating Information section of "your" Declarations indicates that a location is a Broad Condominium Form, "your" covered property at that location is insured against the following perils:

### INSURED PERILS – COVERAGE C and/or COVERAGE D

"You" are insured for the following perils against direct physical loss or damage to the property described, subject to the exclusions, limitations and conditions of this policy.

"We" insure:

1. **FIRE**
2. **LIGHTNING**
3. **EXPLOSION**
4. **SMOKE**

Smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the "premises".

5. **FALLING OBJECT**

Falling object which strikes the exterior of a "dwelling" and/or private structure.

6. **IMPACT BY AIRCRAFT, SPACECRAFT OR LAND VEHICLE**

This peril does not include any loss or damage to animals.

7. **RIOT**

8. **VANDALISM OR MALICIOUS ACTS**

This peril does not include loss or damage:

- a. caused by "you" and/or at "your" direction;
- b. occurring while the "dwelling" is under construction or "vacant", even if "we" have given permission for the policy to remain in force during construction or "vacancy";
- c. caused by theft or attempted theft.

9. **WATER**

This peril means loss or damage caused by or resulting from:

- a. the sudden and accidental escape of water or steam from within a plumbing, heating, cooling, sprinkler or air conditioning system or "domestic water container", which is located within "your" "dwelling" and/or private structures;

but under no circumstances do "we" insure any loss or damage:

- (1) caused by freezing during the usual heating season;
  - (i) within a heated portion of "your" "dwelling" and/or private structures if "you" have been away from "your" "premises" for more than 4 consecutive days, but "you" will still be insured if "you" have taken any of the following precautions:
    - a) arranged for a competent person to enter "your" "dwelling" and/or private structures once every 3 days "you" were away to ensure that heating was being maintained;
    - b) shut off the water supply to "your" "dwelling" and/or private structures and had drained all of the pipes and "domestic water containers"; or
    - c) connected "your" heating system to an alarm which is monitored 24 hours a day by a central monitoring service;
  - (ii) within an unheated portion of "your" "dwelling" and/or private structures;
- (2) caused by continuous or repeated leakage or discharge of water;
- (3) caused by seepage;
- (4) caused by the backing up or escape of water or sewage from any sewer, septic system or sump;
- (5) to a plumbing, heating, cooling, sprinkler or air conditioning system or "domestic water container" from which the water escaped;
- (6) occurring while the "dwelling" and/or private structure is under construction or "vacant", even if "we" have given permission for the policy to remain in force during construction or "vacancy". This exclusion applies immediately upon "your" "dwelling" and/or private structures becoming "vacant" or commencing construction;

- b. the sudden and accidental escape of water from a "domestic water container" which is located outside "your" "dwelling" and/or private structures; but under no circumstances do "we" insure any loss or damage when the escape of water is caused by freezing;
- c. the sudden and accidental escape of water from a "watermain" located outside "your" "dwelling" and/or private structures;
- d. water which enters "your" "dwelling" and/or private structures through an opening which has been created suddenly and accidentally by a "Specified Peril" other than WATER DAMAGE.

Regardless of exceptions a., b., c. and d. above, "we" do not insure any loss or damage caused by:

- (a) "surface waters";
- (b) "ground water" or rising of the water table;
- (c) shoreline ice build-up or water borne ice or other waterborne objects, all whether driven by wind or not;
- (d) "flood". This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but "you" are still insured for ensuing loss or damage which results directly from fire or explosion.

**10. WINDSTORM**

This peril does not include loss or damage caused by or resulting from the weight of ice or snow, including but not limited to shoreline ice build-up or water borne ice or other objects, whether driven by wind or not.

**11. HAIL**

**12. BREAKAGE OF GLASS**

This peril means the breakage of glass which is part of "your" improvements on "your" "premises", including glass in storm windows and doors. This peril does not include loss or damage occurring while the "dwelling" is under construction or "vacant", even if "we" have given permission;

**13. TRANSPORTATION**

This peril means loss or damage to "your" personal property 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 personal property in a vacation or home trailer which "you" own.

**14. THEFT OR ATTEMPTED THEFT**

This peril does not include loss or damage:

- a. caused by theft or attempted theft committed by any tenant, tenant's employee or member of the tenant's household;
- b. to 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. COLLAPSE, INCLUDING, WEIGHT OF ICE, SNOW OR SLEET**

This peril means loss or damage to "your" personal property caused by the collapse of "your" "dwelling" or part of "your" "dwelling" on the "premises". This peril does not include loss or damage occurring while the "dwelling" is under construction or "vacant", even if permission for construction or "vacancy" has been given by "us" for the policy to remain in force during construction or "vacancy".

**16. ELECTRICITY**

This peril means sudden and accidental damage from artificially generated electrical current.

**17. FUEL LEAKAGE**

This peril means loss or damage to personal property caused by or resulting from the sudden and accidental escape of fuel oil from a permanently installed domestic fixed fuel tank, any attached equipment, apparatus or piping as a result of a "Specified Peril".

**18. DAMAGE CAUSED BY BEARS**

## SPECIAL TENANTS FORM

If the Rating Information section of "your" Declarations indicates that a location is a Special Tenants Form, "your" covered property at that location is insured against the following perils:

### INSURED PERILS – COVERAGE C and/or COVERAGE D

"You" are insured against all risks of direct physical loss or damage to the property described, subject to the exclusions, limitations and conditions of this policy.

### EXCLUSIONS

"We" do not insure:

- (1) losses excluded under **SECTION I – LOSS OR DAMAGE NOT INSURED;**
- (2) settling, expansion, contraction, moving, bulging, buckling, or cracking, except resulting damage to building glass;

Nor do "we" insure loss or damage:

- (3) caused by theft or attempted theft of property in or from a "dwelling" under construction, or of materials and supplies used in the construction, until the "dwelling" is completed and ready to be occupied;
- (4) caused by theft or attempted theft committed by any tenant, tenant's employee or member of the tenant's household;
- (5) caused by vandalism or malicious acts or glass breakage occurring while "your" "dwelling" is under construction or "vacant", even if "we" have given permission for the policy to remain in force during construction or "vacancy";
- (6) caused by water,

unless the loss or damage is caused by or resulting from:

- a. the sudden and accidental escape of water or steam from within a plumbing, heating, cooling, sprinkler or air conditioning system or "domestic water container", which is located within "your" "dwelling" and/or private structures;

but under no circumstances do "we" insure any loss or damage:

- (1) caused by freezing during the usual heating season;
  - (i) within a heated portion of "your" "dwelling" and/or private structures if "you" have been away from "your" "premises" for more than 4 consecutive days, but "you" will still be insured if "you" have taken any of the following precautions:
    - a) arranged for a competent person to enter "your" "dwelling" and/or private structures once every 3 days "you" were away to ensure that heating was being maintained;
    - b) shut off the water supply to "your" "dwelling" and/or private structures and had drained all of the pipes and "domestic water containers"; or
    - c) connected "your" heating system to an alarm which is monitored 24 hours a day by a central monitoring service;
  - (ii) within an unheated portion of "your" "dwelling" and/or private structures;
- (2) caused by continuous or repeated leakage or discharge of water;
- (3) caused by seepage;
- (4) caused by the backing up or escape of water or sewage from any sewer, septic system or sump;
- (5) to a plumbing, heating, cooling, sprinkler or air conditioning system or "domestic water container" from which the water escaped;
- (6) occurring while the "dwelling" or detached private structure is under construction or "vacant", even if "we" have given permission for the policy to remain in force during construction or "vacancy". This exclusion applies immediately upon "your" "dwelling" and/or private structures becoming "vacant" or commencing construction;
- b. the sudden and accidental escape of water from a "domestic water container" which is located outside "your" "dwelling" and/or private structures; but under no circumstances do "we" insure any loss or damage when the escape of water is caused by freezing;
- c. the sudden and accidental escape of water from a "watermain" located outside "your" "dwelling" and/or private structures;

- d. water which enters "your" "dwelling" and/or private structures through an opening which has been created suddenly and accidentally by a "Specified Peril" other than WATER DAMAGE.

Regardless of exceptions a., b., c. and d. above, "we" do not insure any loss or damage caused by:

- (a) "surface waters";
  - (b) "ground water" or rising of the water table;
  - (c) shoreline ice build-up or water borne ice or other waterborne objects, all whether driven by wind or not;
  - (d) "flood". This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but "you" are still insured for ensuing loss or damage which results directly from fire or explosion;
- (7) to a "watermain";
  - (8) caused directly or indirectly, in whole or in part by snowslide, earthquake, landslide, or any other earth movement regardless of any cause or event that contributes concurrently. If any of these results in fire or explosion "we" will pay only for the resulting loss or damage from that fire or explosion;
  - (9) caused by or resulting from freezing or thawing of outdoor "domestic water containers", including swimming pools, spas, hot tubs and their attached equipment.

## BROAD TENANTS FORM

If the Rating Information section of "your" Declarations indicates that a location is a Broad Tenants Form, "your" covered property at that location is insured against the following perils:

### INSURED PERILS – COVERAGE C and/or COVERAGE D

"You" are insured for the following perils against direct physical loss or damage to the property described, subject to the exclusions, limitations and conditions of this policy

"We" insure:

1. **FIRE**
2. **LIGHTNING**
3. **EXPLOSION**
4. **SMOKE**

Smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the "premises".

5. **FALLING OBJECT**

Falling object which strikes the exterior of a "dwelling" and/or private structure.

6. **IMPACT BY AIRCRAFT, SPACECRAFT OR LAND VEHICLE**

This peril does not include any loss or damage to animals.

7. **RIOT**

8. **VANDALISM OR MALICIOUS ACTS**

This peril does not include loss or damage:

- a. caused by "you" and/or at "your" direction;
- b. occurring while the "dwelling" is under construction or "vacant", even if "we" have given permission for the policy to remain in force during construction or "vacancy";
- c. caused by theft or attempted theft.

9. **WATER**

This peril means loss or damage caused by or resulting from:

- a. the sudden and accidental escape of water or steam from within a plumbing, heating, cooling, sprinkler or air conditioning system or "domestic water container", which is located within "your" "dwelling" and/or detached private structures;

but under no circumstances do "we" insure any loss or damage:

- (1) caused by freezing during the usual heating season;
  - (i) within a heated portion of "your" "dwelling" and/or private structures if "you" have been away from "your" "premises" for more than 4 consecutive days, but "you" will still be insured if "you" have taken any of the following precautions:
    - a) arranged for a competent person to enter "your" "dwelling" and/or private structures once every 3 days "you" were away to ensure that heating was being maintained;
    - b) shut off the water supply to "your" "dwelling" and/or private structures and had drained all of the pipes and "domestic water containers"; or
    - c) connected "your" heating system to an alarm which is monitored 24 hours a day by a central monitoring service;
  - (ii) within an unheated portion of "your" "dwelling" and/or private structures;
- (2) caused by continuous or repeated leakage or discharge of water;
- (3) caused by seepage;
- (4) caused by the backing up or escape of water or sewage from any sewer, septic system or sump;
- (5) to a plumbing, heating, cooling, sprinkler or air conditioning system or "domestic water container" from which the water escaped;
- (6) occurring while the "dwelling" or detached private structure is under construction or "vacant", even if "we" have given permission for the policy to remain in force during construction or "vacancy". This exclusion applies immediately upon "your" "dwelling" and/or private structures becoming "vacant" or commencing construction;

- b. the sudden and accidental escape of water from a "domestic water container" which is located outside "your" "dwelling" and/or private structures; but under no circumstances do "we" insure any loss or damage when the escape of water is caused by freezing;
- c. the sudden and accidental escape of water from a "watermain" located outside "your" "dwelling" and/or private structures;
- d. water which enters "your" "dwelling" and/or private structures through an opening which has been created suddenly and accidentally by a "Specified Peril" other than WATER DAMAGE.

Regardless of exceptions a., b., c. and d. above, "we" do not insure any loss or damage caused by:

- (a) "surface waters";
- (b) "ground water" or rising of the water table;
- (c) shoreline ice build-up or water borne ice or other waterborne objects, all whether driven by wind or not;
- (d) "flood". This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but "you" are still insured for ensuing loss or damage which results directly from fire or explosion.

**10. WINDSTORM**

This peril does not include loss or damage caused by or resulting from the weight of ice or snow, including but not limited to shoreline ice build-up or water borne ice or other objects, whether driven by wind or not.

**11. HAIL**

**12. BREAKAGE OF GLASS**

This peril means the breakage of glass which is part of "your" improvements on "your" "premises", including glass in storm windows and doors. This peril does not include loss or damage occurring while the "dwelling" is under construction or "vacant", even if "we" have given permission for the policy to remain in force during construction or "vacancy".

**13. TRANSPORTATION**

This peril means loss or damage to "your" personal property 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 personal property in a vacation or home trailer which "you" own.

**14. THEFT OR ATTEMPTED THEFT**

This peril does not include loss or damage:

- a. caused by theft or attempted theft committed by any tenant, tenant's employee or member of the tenant's household;
- b. to 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. COLLAPSE, INCLUDING, WEIGHT OF ICE, SNOW OR SLEET**

This peril means loss or damage to "your" personal property caused by the collapse of "your" "dwelling" or part of "your" "dwelling" on the "premises". This peril does not include loss or damage occurring while the "dwelling" is under construction or "vacant", even if permission for construction or "vacancy" has been given by "us" for the policy to remain in force during construction or "vacancy".

**16. ELECTRICITY**

This peril means sudden and accidental damage from artificially generated electrical current.

**17. FUEL LEAKAGE**

This peril means loss or damage to personal property caused by or resulting from the sudden and accidental escape of fuel oil from a permanently installed domestic fixed fuel tank, any attached equipment, apparatus or piping as a result of a "Specified Peril".

**18. DAMAGE CAUSED BY BEARS**

## SEASONAL HOMEOWNERS FORM

If the Rating Information section of "your" Declarations indicates that a location is a Seasonal Homeowners Form, "your" covered property at that location is insured against the following perils:

### **INSURED PERILS – COVERAGE A, COVERAGE B, COVERAGE C and/or COVERAGE D**

"You" are insured for the following perils against direct physical loss or damage to the property described, subject to the exclusions, limitations and conditions of this policy.

"We" insure:

(1) the **"Specified Perils"**;

(2) **THEFT OR ATTEMPTED THEFT**

This peril does not include loss or damage:

(a) caused by theft or attempted theft committed by any tenant, tenant's employee or member of the tenant's household;

(b) occurring while the "dwelling" is under construction or "vacant", even if "we" have given permission for the policy to remain in force during construction or "vacancy".

(3) **BREAKAGE OF GLASS**

This peril means the breakage of glass which is part of a "dwelling" and/or private structure on "your" "premises", including glass in storm windows and storm doors. This peril does not include loss or damage occurring while the "dwelling" is under construction or "vacant", even if "we" have given permission for the policy to remain in force during construction or "vacancy".

(4) **COLLAPSE**

This peril means loss or damage to "your" "dwelling", private structures and/or personal property caused by the weight of ice, snow or sleet.

This peril does not include loss or damage occurring while the "dwelling" is under construction or "vacant", even if "we" have given permission for the policy to remain in force during construction or "vacancy".

## BROAD SEASONAL DWELLING FORM

If the Rating Information section of "your" Declarations indicates that a location is a Broad Seasonal Form, "your" covered property at that location is insured against the following perils:

### **INSURED PERILS – COVERAGE A, COVERAGE B and/or COVERAGE C**

"You" are insured for the following perils against direct physical loss or damage to the property described, subject to the exclusions, limitations and conditions of this policy.

"We" insure:

- (1) the **"Specified Perils"**;
- (2) **THEFT OR ATTEMPTED THEFT**

This peril does not include loss or damage:

- (a) caused by theft or attempted theft committed by any tenant, tenant's employee or member of the tenant's household;
- (b) occurring while the "dwelling" is under construction or "vacant", even if "we" have given permission for the policy to remain in force during construction or "vacancy".

## **BASIC SEASONAL DWELLING FORM**

If the Rating Information section of "your" Declarations indicates that a location is a Basic Seasonal Form, "your" covered property at that location is insured against the following perils:

### **INSURED PERILS – COVERAGE A, COVERAGE B and/or COVERAGE C.**

"You" are insured against direct physical loss or damage caused by the "Specified Perils" as described, and limited, subject to losses excluded under **SECTION I – LOSS OR DAMAGE NOT INSURED.**

However this does not include losses caused by or resulting from the following "Specified Perils":

#### **(1) VANDALISM OR MALICIOUS ACTS**

This peril does not include loss or damage:

- a. occurring while the "dwelling" is under construction or "vacant", even if "we" have given permission for the policy to remain in force during construction or "vacancy";
- b. caused by "you" and/or at "your" direction;
- c. caused by theft or attempted theft.

#### **(2) DAMAGE CAUSED BY BEARS**

# **SECTION I**

## **OPTIONAL COVERAGES**

The following OPTIONAL COVERAGES in this section of the booklet apply only if shown on the Declarations.

No deductible applies to the OPTIONAL COVERAGES unless otherwise stated on the Declarations.

### **BOAT AND MOTOR COVERAGE – FORM 1110**

If the Declarations indicate that BOAT AND MOTOR COVERAGE – FORM 1110 is included, "we" insure the following items as described on the Declarations and for which an Amount of Insurance is also stated:

- (1) the boat(s) including its permanently attached equipment;
- (2) the outboard motor(s); and/or
- (3) equipment used for the operation, safety and maintenance of the vessel; and
- (4) their trailer(s).

#### **INSURED PERILS**

"We" insure "your" boat(s), motor(s), equipment and trailer(s) described in the Declarations against all risks of direct physical loss or damage, subject to the exclusions, limitations and conditions of the policy.

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

In addition to the exclusions outlined in the policy, "we" do not insure:

- (1) loss or damage caused by or resulting from marine life, marine borers, electrolysis, denting, weathering, or in consequence of freezing;
- (2) dishonesty of persons to whom the insured property is entrusted. This exclusion does not apply where the person entrusted is a carrier for hire.

Nor do "we" insure loss or damage occurring when the insured property is:

- (3) used as a public or livery conveyance for carrying passengers for compensation;
- (4) rented to others; or
- (5) operated in or in preparation for any race or speed test. This exclusion does not apply to sailboats.

#### **BASIS OF SETTLEMENT**

Where VALUED appears beside an item, "we" will pay the actual cost of repairs or replacement with new parts and without deduction for depreciation, except for loss or damage to sails and/or protective covers of fabric or similar material which will be adjusted on the basis of the actual cash value at the time of loss or damage.

Otherwise, provided the vessel is in good and workable condition, "we" will pay the lesser of:

- (1) the cost to repair or replace the damaged property with similar quality and repaired according to the manufacturer's specifications or accepted repair practice;
- (2) the actual cash value of the property at the time of the loss; or
- (3) the amount indicated on the Declarations.

#### **TOTAL LOSS**

A Total or Constructive Total Loss will be settled based on the lesser of:

- (1) the Amount of Insurance on the Declarations;
- (2) the actual amount necessary to repair or replace the vessel; or
- (3) if the Declarations indicate actual cash value applies, the actual cash value of the property immediately at the time of the loss.

In the event of a Total or Constructive Total Loss, there will be no recovery of the insured property if:

- (1) the insured property is lost absolutely; or
- (2) the expense of recovering and repairing the insured vessel exceeds the Amount of Insurance stated on the Declarations.

**ADDITIONAL CONDITIONS**

**SAILBOAT LAY UP WARRANTY**

"You" warrant that the insured sailboat(s) will only be used during the navigational period stated on the Declarations, otherwise the sailboat shall be laid up and out of commission.

**REPAIR CLAUSE**

"We" will not pay more than the actual cash value of the loss or damage if the property is not repaired or replaced.

**NEWLY ACQUIRED PROPERTY**

If "you" acquire another boat or motor to replace the described property, "we" will insure the newly acquired property for a period not exceeding 30 days from date of acquisition. "We" shall be liable only for the Amount of Insurance on the property disposed of or the invoice cost of the new property, whichever is less.

**TERRITORIAL LIMITS**

This form applies anywhere in Canada and the Continental United States.

**LOSS OF USE**

In the event of an insured loss, "we" will pay up to \$1,500 per "occurrence" for the rental of a replacement vessel.

**COMPUTER COVERAGE – FORM 962**

If the Declarations indicate that COMPUTER COVERAGE – FORM 962 is included, "we" insure "your" "computer system" described on the Declarations.

**INSURED PERILS**

"You" are insured against all risks of direct physical loss or damage, subject to the exclusions, limitations and conditions of the policy.

**LOSS OR DAMAGE NOT INSURED**

"We" do not insure:

- (1) loss or damage occurring when the insured property is rented to others;
- (2) the cost to gather or assemble information required for the re-creation of any "data";
- (3) unlicensed "computer software" or any "data" or "computer software" which has been acquired illegally;
- (4) accounts, bills, evidences of debt, valuable papers, records, abstracts, deeds, manuscripts or other documents, unless they have been converted into electronic "data" and then only in that form.

**BASIS OF SETTLEMENT**

"We" will pay up the Amount of Insurance stated on the Declarations provided the property was in workable condition at the time of the loss, otherwise "we" will only pay the actual cash value amount of the property at the time of the loss.

**ADDITIONAL CONDITION**

**NEWLY ACQUIRED ARTICLES**

If "you" acquire any additional articles of the type for which an Amount of Insurance is shown, "we" will automatically insure the newly acquired property under this coverage provided "you" notify "us" within 30 days of their acquisition. "We" will not pay more than \$5,000 under this extension.

This does not increase the Amount of Insurance on this OPTIONAL COVERAGE.

**GLASS BREAKAGE COVERAGE – FORM 1017**

If the Declarations indicate that GLASS BREAKAGE COVERAGE – FORM 1017 is included, "we" insure glass that forms part of an insured building(s), including glass in storm doors and storm windows, against accidental breakage.

"We" do not insure loss or damage occurring while the "dwelling" is under construction or "vacant", even if "we" have given permission for the policy to remain in force during construction or "vacancy".

"We" are responsible only for the amount by which the loss or damage exceeds the amount of the deductible for this coverage, shown in the Declarations, in any one "occurrence".

## MOTORIZED VEHICLE COVERAGE – FORM 965

If the Declarations indicate that MOTORIZED VEHICLES COVERAGE – FORM 965 applies, "we" insure "your" motorized vehicle(s) that are specifically described on the Declarations.

### INSURED PERILS

"You" are insured against all risks of direct physical loss or damage, subject to the exclusions, limitations and conditions of the policy.

### LOSS OR DAMAGE NOT INSURED

"We" do not insure loss or damage:

- (1) caused by or resulting from the dishonesty of persons to whom the insured property is entrusted. This exclusion does not apply where the person entrusted is a carrier for hire; or
- (2) to tires and tubes unless caused by fire, theft, vandalism or malicious acts or unless the same accident causes other insured loss under this coverage.

Nor do "we" insure loss or damage occurring when the insured property is:

- (3) used as a public or livery conveyance for carrying passengers for compensation;
- (4) rented to others;
- (5) operated in or in preparation for any race or speed test; or
- (6) subject to licensing or to motor vehicle registration.

### BASIS OF SETTLEMENT

"We" will pay up to the lesser of:

- (1) the Amount of Insurance stated on the Declarations; or
- (2) the cost to repair or replace the unit(s) described.

## PERSONAL ARTICLES COVERAGE – FORM 1014

If the Declarations indicate that PERSONAL ARTICLES COVERAGE – FORM 1014 applies, "we" insure "your" Personal Articles listed on the Declarations.

### INSURED PERILS

"You" are insured against all risks of direct physical loss or damage, subject to the exclusions, limitations and conditions of the policy.

### LOSS OR DAMAGE NOT INSURED

"We" do not insure loss or damage caused by or resulting from the dishonesty of persons to whom the insured property is entrusted. This exclusion does not apply where the person entrusted is a carrier for hire.

### SPECIAL CONDITIONS

#### (1) STAMP, COIN OR OTHER 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 \$500 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 unless otherwise stated on the Declarations.

This condition does not apply to articles listed on the Declarations.

#### (2) MUSICAL INSTRUMENTS AND MUSICAL EQUIPMENT

"We" do not insure any musical instrument or equipment played for a fee unless "we" have given permission.

#### (3) NEWLY ACQUIRED ARTICLES

If "you" acquire any additional articles of the type for which an Amount of Insurance is shown, "we" will automatically insure the newly acquired property under this coverage provided "you" notify "us" within 30 days of their acquisition. "We" will not pay more than \$5,000 under this extension.

### BASIS OF SETTLEMENT

"We" will pay up to the lesser of:

- (1) the Amount of Insurance stated on the Declarations; or
- (2) the cost to repair or replace the insured tangible property as described.

## **EARTHQUAKE COVERAGE – FORM 991**

If the Declarations indicate that a location is insured for EARTHQUAKE COVERAGE – FORM 991, "you" are insured against direct physical loss or damage caused by Earthquake, to property insured under **SECTION I – PROPERTY COVERAGE**.

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

"We" do not insure:

- (1) loss or damage caused by any of the following perils whether or not directly or indirectly caused by, resulting from, contributed to, aggravated by or attributed to explosion, smoke, leakage from protective equipment, theft, vandalism and malicious acts or "flood" of any nature;
- (2) loss or damage caused by or resulting from losses excluded under **SECTION I – LOSS OR DAMAGE NOT INSURED**; and
- (3) the increased costs of repair or replacement due to the operation of any law regulating the zoning, demolition, repair or construction of buildings and their related services or increased costs associated with land stabilization.

### **AMOUNT OF INSURANCE**

The EARTHQUAKE COVERAGE Amount of Insurance for COVERAGE A, COVERAGE B, COVERAGE C and COVERAGE D is stated on the Declarations.

This endorsement does not increase the Amount of Insurance stated in the policy to which it is attached.

### **SPECIAL CONDITIONS**

For the purpose of this endorsement, earthquake shall include snowslide and landslide occurring concurrently with and resulting from an earthquake shock and other natural or man-made earth movements resulting from mining or fracking operations.

One or more earthquake shocks that occur within a one hundred and sixty eight (168) hour period shall constitute a single earthquake.

For the purposes of this endorsement, the following is deleted from ADDITIONAL COVERAGES (5) DEBRIS REMOVAL, "If the amount payable for loss, including expenses for removal of debris, is greater than the Amount of Insurance applicable to the lost or damaged property, then an additional 5% of the COVERAGE A or COVERAGE C limit as indicated on the Declarations will be available to cover "your" debris removal expenses."

### **DEDUCTIBLE**

"We" will only pay that part of the loss that exceeds the EARTHQUAKE COVERAGE Deductible shown on the Declarations. The Deductible shall apply separately to loss under COVERAGE A, COVERAGE B and COVERAGE C.

All other terms and conditions of the policy remain unchanged.

## **CONDOMINIUM UNIT OWNERS EARTHQUAKE COVERAGE – FORM 991C**

If the Declarations indicate that a location is insured for EARTHQUAKE COVERAGE – FORM 991C, "you" are insured against direct physical loss or damage caused by or resulting from Earthquake, to property insured under **SECTION I – PROPERTY COVERAGE** as follows:

COVERAGE C – PERSONAL PROPERTY  
COVERAGE D – LOSS OF USE  
CONDOMINIUM ADDITIONAL COVERAGE  
CONDOMINIUM LOSS ASSESSMENT  
CONDOMINIUM UNIT IMPROVEMENTS

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

"We" do not insure:

- (1) loss or damage caused by any of the following perils whether or not directly or indirectly caused by, resulting from, contributed to, aggravated by or attributed to explosion, smoke, leakage from protective equipment, theft, vandalism and malicious acts or "flood" of any nature;
- (2) loss or damage caused by or resulting from losses excluded under **SECTION I – LOSS OR DAMAGE NOT INSURED**; and
- (3) the increased costs of repair or replacement due to the operation of any law regulating the zoning, demolition, repair or construction of buildings and their related services or increased costs associated with land stabilization.

## **AMOUNT OF INSURANCE**

The EARTHQUAKE COVERAGE Amount of Insurance for COVERAGE C, COVERAGE D, CONDOMINIUM ADDITIONAL COVERAGE, CONDOMINIUM LOSS ASSESSMENT and CONDOMINIUM UNIT IMPROVEMENTS is stated on the Declarations.

This endorsement does not increase the Amount of Insurance stated in the policy to which it is attached.

## **SPECIAL CONDITIONS**

For the purpose of this endorsement, earthquake shall include snowslide and landslide occurring concurrently with and resulting from an earthquake shock and other natural or man-made earth movements resulting from mining or fracking operations.

One or more earthquake shocks which occur within a one hundred and sixty eight (168) hour period shall constitute a single earthquake.

For the purposes of this endorsement, the following is deleted from ADDITIONAL COVERAGES (5) DEBRIS REMOVAL, "If the amount payable for loss, including expenses for removal of debris, is greater than the Amount of Insurance applicable to the lost or damaged property, then an additional 5% of the COVERAGE A or COVERAGE C limit as indicated on the Declarations will be available to cover "your" debris removal expenses."

## **DEDUCTIBLE**

"We" will only pay that part of the loss that exceeds the EARTHQUAKE COVERAGE Deductible shown on the Declarations. The Deductible shall apply separately to loss under COVERAGE C, CONDOMINIUM ADDITIONAL COVERAGE, CONDOMINIUM LOSS ASSESSMENT and CONDOMINIUM UNIT IMPROVEMENTS.

All other terms and conditions of the policy remain unchanged.

## **BUILDING BYLAWS COVERAGE – FORM 1053**

If the Declarations indicate BUILDING BYLAWS COVERAGE – FORM 1053 is included and there is loss or damage to the "dwelling" and/or private structures, caused by an insured peril, coverage is provided for the specified location(s) to pay for the additional cost of demolition, construction, or repair which is required to comply with any law or ordinance regulating demolition, construction or repair of buildings, so long as the "dwelling" and/or private structures are actually repaired, rebuilt or replaced.

## **BASIS OF SETTLEMENT**

"We" will not pay:

- (1) more than the Amount of Insurance shown on the Declarations;
- (2) more than the minimum amount required to comply with any law or ordinance;
- (3) the additional cost, unless "your" property is actually repaired, rebuilt or replaced on the same location.

This coverage does not apply to the following forms:

EARTHQUAKE COVERAGE - FORM 991

CONDOMINIUM UNIT OWNERS EARTHQUAKE COVERAGE - FORM 991C

LIMITED SEWER BACK UP COVERAGE - FORM 3114 or 3114A

OVERLAND WATER COVERAGE - FORM 3115 or 3115L

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

This is additional insurance.

## **IDENTITY FRAUD EXPENSE COVERAGE – FORM 1054**

"We" agree to pay the following expenses "you" actually incur resulting from "identity fraud":

- (1) earnings lost by "you" as a result of unpaid time off work which must be taken to complete fraud affidavits, meet with law enforcement agencies, credit agencies, merchants or legal counsel;
- (2) loan application fees for reapplying for loan(s) due to the rejection of the original application because the lender received incorrect credit information;
- (3) costs for notarizing affidavits or similar documents for law enforcement agencies, financial institutions or similar credit grantors and credit agencies;
- (4) costs for sending certified mail to law enforcement agencies, financial institutions or similar credit grantors and credit agencies;
- (5) telephone expenses for calls to businesses, law enforcement agencies, financial institutions or similar credit grantors and credit agencies;

- (6) reasonable fees incurred, with prior notice to and approval by "us", if "you" hire a fraud mitigation professional to assist "you" in restoring the accuracy of "your" identifying information;
- (7) reasonable lawyer fees incurred, with prior notice to and approval by "us", for:
  - (i) "your" defense against any suit(s) by businesses or their collection agencies;
  - (ii) the removal of any criminal or civil judgments wrongly entered against "you"; and
  - (iii) any challenge to the information in "your" Consumer Credit Report, which is required to restore "your" identifying information.

The expenses must result from an act of "identity fraud" that was discovered during the policy term.

#### **EXCLUSIONS**

"We" do not insure any expenses:

- (1) which are caused or contributed to, in whole or in part, directly or indirectly by:
  - (i) fraudulent, dishonest or criminal acts committed by:
    - a) "you";
    - b) any person acting with "you"; or
    - c) any person acting as "your" authorized representative; whether acting alone or in collusion with others;
  - (ii) "your" "business" or commercial pursuits;
  - (iii) "your" own use of "your" identity or credit; or
  - (iv) "your" intentional misuse of "your" identity or credit;
- (2) that do not arise directly and solely as a result of an act of "identity fraud" and the subsequent steps required to restore the accuracy of "your" identifying information.

This endorsement does not apply to losses covered under CREDIT OR DEBIT CARDS, FORGERY AND COUNTERFEIT MONEY in **SECTION I – PROPERTY COVERAGES ADDITIONAL COVERAGE**.

#### **AMOUNT OF INSURANCE**

The IDENTITY FRAUD EXPENSE COVERAGE Amount of Insurance shown on the Declarations is the most "we" will pay for covered expenses from all "identity fraud" acts discovered in any one policy period, regardless of the number of acts discovered or the number of "Insureds" affected.

#### **ADDITIONAL CONDITIONS**

"You" must comply with all the terms and requirements stipulated with the issuance of any bank card or credit card including secure storage of PINs (Personal Identification Numbers) and personal information. If "you" do not, "you" will not be entitled to any coverage. Upon discovering an act of "identity fraud", "you" must immediately notify "us" and any applicable law enforcement agency so steps can be initiated to restore the accuracy of "your" identifying information. If "you" do not, "you" will not be entitled to any coverage.

#### **DEFINITION**

For the purposes of this coverage, "identity fraud" means the act of using, without lawful authority, "your" identifying information to commit any unlawful activity that constitutes a crime or violation of any federal, provincial, territorial, municipal or local law.

# SECTION I

## LOSS OR DAMAGE NOT INSURED

"We" do not insure:

- (1) loss or damage to structures or buildings used in whole or in part for "business" or "farming" purposes, unless shown on the Declarations;
- (2) loss or damage 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 by a peril insured against is insured;
- (3) loss or damage occurring after "your" "dwelling" has, to "your" knowledge, been "vacant" for more than 30 consecutive days;
- (4) loss or damage to any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
- (5) loss or damage to any property illegally acquired, kept, stored, or transported, or property subject to forfeiture;
- (6) "watermains";
- (7) loss or damage occurring while "your" mobile home is being moved, except in an emergency, to protect it when endangered by any of the insured perils. Moving begins with the commencement of the removal of leveling blocks/jacks and/or the disconnection of utilities, and continues until the mobile home has been fully installed and is ready for occupancy at its new location;
- (8) loss or damage caused by or resulting from the intentional or criminal acts or the failure to act by:
  - (i) any "Insured" under this policy; or
  - (ii) any other person at the direction of any "Insured" by this policy;
- (9) loss or damage caused by or resulting from vermin, birds, insects, rodents, bats, raccoons, skunks or squirrels, except loss or damage to building glass or caused by the "Specified Perils";
- (10) loss or damage caused by or resulting from rust or corrosion, extremes of temperature, condensation, dampness of atmosphere, wet or dry rot, contamination or "fungi" except where otherwise provided for in this policy;
- (11) mechanical breakdown, except as otherwise provided for in this policy;
- (12) loss or damage caused directly or indirectly from 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, regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage;
- (13) loss or damage caused by or resulting from contamination by radioactive material;
- (14) loss or damage caused directly or indirectly, in whole or in part, by war, invasion, act of foreign enemy, declared or undeclared hostilities, civil war, rebellion, revolution or insurrection, or military power, regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage;
- (15) 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;
- (16) loss or damage caused by or resulting from smoke from agricultural smudging or industrial operations;
- (17) loss or damage caused by domestic animals and/or pets of any kind:
  - (i) owned by "you";
  - (ii) in "your" care, custody or control; or
  - (iii) owned by or in the care, custody or control of anyone residing in "your" "dwelling".

Nor do "we" insure:

- (18) loss or damage caused directly or indirectly by wear and tear, deterioration or defect, or any quality in property which causes it to damage or destroy itself;
- (19) loss or damage caused directly or indirectly by marring, scratching, abrasion or chipping of any personal property or breakage of any fragile or brittle article(s) unless caused by a "Specified Peril", accident to a land vehicle, watercraft or "aircraft", or theft or attempted theft;

- (20) loss or damage arising directly or indirectly from the growing, cultivating, harvesting, processing, manufacturing, distribution or sale of any drug or narcotic or illegal substance, whether or not "you" have knowledge of such activity. This includes any alterations of the "premises" to facilitate such activity;
- (21) loss or damage caused directly or indirectly, in whole or in part, by "Terrorism" or by any activity or decision of a governmental agency or other entity to prevent, respond to or terminate "Terrorism" regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage; but "you" are still insured for ensuing loss or damage which results directly from FIRE or EXPLOSION;
- (22) loss or damage to "data" or caused directly or indirectly by a "data problem". However, if loss or damage caused by a "data problem" results in the "occurrence" of further loss or damage to property insured that is directly caused by "Specified Perils", this shall not apply to such resulting loss or damage;
- (23) loss or damage caused directly or indirectly by a "pollutant" or the release, discharge or dispersal of a "pollutant", unless the release, discharge or dispersal of the "pollutant" occurs as a result of a "Specified Peril";
- (24) the cost of correcting faulty design, material or workmanship.

# **SECTION I** **CONDITIONS**

## **BASIS OF SETTLEMENT**

"We" will pay for insured loss or damage to "your" "dwelling", private structures and personal property as described in this policy 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".

This applies even if more than one person or organization has an insurable interest in the property insured.

### **APPLICABLE TO COVERAGE A, COVERAGE B, COVERAGE C, AND/OR COVERAGE D**

#### **1. INFLATION PROTECTION COVERAGE**

During the term of this policy, "we" will automatically increase the Amount of Insurance on COVERAGE A, B, C and COVERAGE D by a pro rata proportion of the annual percentage shown on the Declarations. The pro rata proportion will be based on the number of days the policy term has been in effect.

If at "your" request, "we" change the Amount of Insurance on COVERAGE A or COVERAGE C, "we" will apply this Inflation Protection Coverage on the changed Amounts of Insurance from the date the change is made.

#### **2. ACTUAL CASH VALUE**

If the Declarations indicate ACTUAL CASH VALUE applies:

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.

For "dwelling" and/or private structures, if the conditions of this policy are not met, "we" will pay the actual cash value of the damage at the date of the "occurrence".

#### **3. 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 Declarations in any one "occurrence".

#### **4. SINGLE INCLUSIVE LIMIT**

If the Declarations indicate SINGLE INCLUSIVE LIMIT applies to a location, "we" will pay for insured loss or damage up to "your" financial interest in the property, but not exceeding the single limit, as defined, for any loss or damage arising out of one "occurrence".

SINGLE INCLUSIVE LIMIT means the total of the Amounts of Insurance shown on the Declarations for COVERAGES A, B, C and D.

If the loss to "your" "dwelling" is settled on a GUARANTEED REPLACEMENT COST basis, the Amount of Insurance for COVERAGE A or the amount payable under COVERAGE A (whichever is less) will be subtracted from the single limit. Losses under COVERAGE B, C and D will be paid up to the remaining portion of the SINGLE INCLUSIVE LIMIT.

This coverage does not apply to the following forms:

EARTHQUAKE COVERAGE – FORM 991

CONDOMINIUM UNIT OWNERS EARTHQUAKE COVERAGE – FORM 991C

LIMITED SEWER BACKUP COVERAGE – FORM 3114 or 3114A

OVERLAND WATER COVERAGE – FORM 3115 or 3115L

#### **5. FIRE FOLLOWING EARTHQUAKE**

"We" insure COVERAGE A, B, C and D and if applicable, CONDOMINIUM ADDITIONAL COVERAGE, CONDOMINIUM LOSS ASSESSMENT and CONDOMINIUM UNIT IMPROVEMENTS against direct physical loss or damage as a result of a fire from an earthquake.

##### **SPECIAL CONDITION**

One or more earthquake shocks that occur within a one hundred and sixty eight (168) hour period shall constitute a single earthquake.

For the purposes of this endorsement, the following is deleted from ADDITIONAL COVERAGES (5) DEBRIS REMOVAL, "If the amount payable for loss, including expenses for removal of debris, is greater than the Amount of Insurance applicable to the lost or damaged property, then an additional 5% of the COVERAGE A or COVERAGE C limit as indicated on the Declarations will be available to cover "your" debris removal expenses."

#### **DEDUCTIBLE**

"We" will pay only that part of the loss that exceeds the Deductible shown on the Declarations for this coverage. This Deductible shall apply separately to loss under COVERAGE A, B and C and, if applicable, CONDOMINIUM ADDITIONAL COVERAGE, CONDOMINIUM LOSS ASSESSMENT and CONDOMINIUM UNIT IMPROVEMENTS.

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

### **APPLICABLE TO COVERAGE A AND/OR COVERAGE B**

#### **6. BUILDING**

If "you" repair or replace the damaged or destroyed building(s) on the same location, with building(s) of the same size and occupancy, constructed with materials of similar quality, within a reasonable time after the damage, "you" may choose as the basis for loss settlement either (1) or (2) below. However in the event that "you" are restricted by law or ordinance from rebuilding on the same location as a result of an earthquake "occurrence", "you" may still choose either (1) or (2) as the basis for loss settlement. Otherwise settlement will be as in (2).

- (1) 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 cost to replace the damaged or destroyed building(s) on the same location, with building(s) of the same size and occupancy and constructed with materials of similar quality as of the time of loss, but not to exceed the actual costs incurred.
- (2) The actual cash value of the loss or damaged property as of the time of loss.

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

#### **7. GUARANTEED REPLACEMENT COST – COVERAGE A**

If the Declarations indicate GUARANTEED REPLACEMENT COST – COVERAGE A, "we" will pay for the insured loss to "your" "dwelling" on the basis of full replacement cost regardless of the Amount of Insurance shown on the Declarations provided "you":

- (1) insure "your" "dwelling" for 100% of its replacement value as of the original inception date of this policy as well as of the effective dates of all subsequent renewal policy terms. For the purposes of this coverage, "we" will consider a "dwelling" insured to 100% of its replacement value if "you" provide "us" with a replacement cost calculation acceptable to "us" at least once every five years, beginning with the original inception date of the policy;
- (2) allow the "dwelling" Amount of Insurance to be increased annually, on renewal, by an inflationary percentage established by "us";
- (3) repair, rebuild or replace the "dwelling" on the same location, with a building of the same size and occupancy, constructed with material of similar quality; and
- (4) notify "us" within 90 days of the start of work if "you" make additions or improvements to "your" "dwelling" that will increase its "replacement cost" by \$10,000 or more.

If the Declarations indicate GUARANTEED REPLACEMENT COST – COVERAGE A – DWELLING BUILDING and OVERLAND WATER COVERAGE – FORM 3115 or 3115L, "we" will pay for the insured loss to "your" "dwelling" up to a maximum of 125% of the Amount of Insurance shown on the Declarations for COVERAGE A – DWELLING BUILDING, provided "you" satisfy conditions (1) to (4) listed above.

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

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

## **APPLICABLE TO COVERAGE C**

### **8. PERSONAL PROPERTY**

If the Declarations indicate that REPLACEMENT COST ON CONTENTS is included, "we" will pay on the basis of Replacement Cost for all other personal property except:

- (1) articles that cannot be replaced with new articles because of their inherent nature, such as antiques or works of art;
- (2) articles for which their age or history substantially contributes to their value, such as memorabilia, souvenirs and collectors' items;
- (3) property that has not been maintained in good or workable condition;
- (4) property that is no longer used for its original purpose;

for which "we" will pay only on the basis of actual cash value.

"We" will also pay the cost of reproduction from duplicates or from originals. Replacement Cost means the cost, on the date of the loss or damage, of the lower of:

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

without any deduction for depreciation.

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

"You" may choose to settle a loss to property eligible for replacement cost on contents coverage on an actual cash value basis initially. "You" may still make an additional claim for the difference between the actual cash value and replacement cost basis provided such claim is made within 180 days after the date of loss or damage.

For personal property described under SPECIAL LIMITS OF INSURANCE, "we" will not pay more than the applicable limit under either the replacement cost or actual cash value basis.

### **9. PAIRS AND SETS**

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

### **10. PARTS**

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

## **APPLICABLE TO CONDOMINIUM UNIT OWNERS AND TENANTS ONLY**

### **11. IMPROVEMENTS OR UNIT DAMAGE**

"We" will pay for the actual cost of repair or replacement (whichever is less) to "your" improvements, with materials of similar quality and without deduction for depreciation provided the repair or replacement is completed within a reasonable amount of time after damage.

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 time of loss. "We" will pay for insured loss or damage to "your" unit on the basis of loss settlement described above, less any amount recoverable from any insurance covering the collective interest of the unit owners.

## POLICY CONDITIONS

The following conditions apply to all **SECTION I – COVERAGES**:

### 1. AMOUNTS NOT REDUCED

Any loss or damage shall not reduce the Amounts of Insurance provided by this policy.

### 2. INSURANCE UNDER MORE THAN ONE POLICY

If "you" have other insurance which applies to a loss or claim, this policy will be considered excess insurance and "we" will not pay any loss or claim until the amount of such other insurance is used up.

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

### 3. NOTICE TO AUTHORITIES

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

### 4. SUBROGATION

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

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

### 5. DECLARATION OF EMERGENCY – EXTENSION OF TERMINATION OR EXPIRY DATE

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

(1) The "emergency" must have a direct effect or impact on:

- (i) the "Insured", the insured site or insured property located in the declared emergency area; or
- (ii) the operations of the Insurer or its agent/broker located in the declared emergency area.

(2) (i) Any time limitation described in the Termination condition of this policy, with respect to termination of this policy by the Insurer, will not continue to run until the "emergency" is terminated plus the lesser of:

- (a) 30 days; or
  - (b) the number of days equal to the total time the "emergency" order was in effect.
- (ii) If this policy is due to expire during an "emergency", it will continue in force until the "emergency" is terminated plus the lesser of:
- (a) 30 days; or
  - (b) the number of days equal to the total time the "emergency" order was in effect.

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

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

**"Emergency"** means the first statutory declaration of an "emergency":

- (1) with respect to a situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise; or
- (2) as provided for by the relevant governing legislation if different from (1) above, but does not include any subsequent statutory declaration(s) that may be issued relating to the same event.

### 6. RECOVERY OF INNOCENT PERSONS

(1) Where this policy contains a term or condition excluding coverage for loss or damage resulting from the intentional or criminal acts or failure to act by an "Insured" or any other person, the exclusion applies only to the claim of a person:

- (i) whose act or omission caused the loss or damage;
- (ii) who abetted or colluded in the act or omission;

- (iii) who:
  - (a) consented to the act or omission; and
  - (b) knew or ought to have known that the act or omission would cause the loss or damage;  
or
  - (iv) who is in a class prescribed by regulation.
- (2) Nothing in SECTION I allows a person whose property is insured under the contract to recover more than their proportionate interest in the lost or damaged property.
- (3) A person whose coverage under a contract would be excluded but for SECTION I must comply with the requirements prescribed in the regulations.

All other terms and conditions of the policy remain unchanged.

## **SECTION II**

# **LIABILITY COVERAGE**

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

This insurance applies:

- (1) to accidents or "occurrences" which take place during the period this policy is in force;
- (2) separately to each "Insured" against whom the claim is made or action is brought.

### **COVERAGE E – LEGAL LIABILITY**

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

- (1) "your" personal actions anywhere in the world;
- (2) "your" ownership, use or occupancy of the "premises".

The Amount of Insurance shown on the Declarations is the maximum amount "we" will pay for all compensatory damages in respect to one accident or "occurrence" regardless of the number of "Insureds" against whom claims are made or actions are brought.

Defense, costs and supplementary expense payments as described under DEFENSE, SETTLEMENT and SUPPLEMENTARY PAYMENTS are in addition to the Amount of Insurance.

"We" do not insure claims made against "you" arising from:

- (1) liability "you" have assumed by contract unless "your" "legal liability" would have applied even if no contract had been in force, but we do insure claims made against "you" for the "legal liability" of other persons in relation to "your" "premises" that "you" have assumed under a written contract;
- (2) damage to property owned by an "Insured";
- (3) damage to property used, occupied, leased or rented by or in the care, custody or control of an "Insured", except for unintentional "property damage" to "premises" owned by others, or their contents, which "you" are using, renting or have in "your" custody or control caused by fire, explosion, water damage or smoke as described in "Specified Perils";
- (4) damage to personal property or fixtures as a result of work done on them by "you" or anyone on "your" behalf;
- (5) "bodily injury" to "you" or any person residing in "your" household other than a "residence employee";
- (6) the personal actions of a "Named Insured" who does not reside on the "premises" described on the Declarations.

There are other exclusions that apply to all Coverages under Section II, Please refer to **SECTION II – EXCLUSIONS**.

### **DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS**

If a claim is made against "you" for which "you" are insured under COVERAGE E, "we" will defend "you", even if the claim is groundless, false, or fraudulent. "We" reserve the right to select legal counsel, investigate, negotiate and settle any claim if "we" decide this is appropriate. "We" will pay only for the legal counsel "we" select.

"We" will also pay:

- (1) all expenses which "we" incur;
- (2) all costs charged against "you" in any suit insured under COVERAGE E;
- (3) any interest accruing after judgment on that part of the judgment which is within the Amount of Insurance of COVERAGE E;
- (4) premiums for appeal bonds required in any lawsuit 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; and/or
- (6) reasonable expenses including actual loss of income up to \$100 per day, which "you" incur at "our" request.

## UNAUTHORIZED SETTLEMENTS

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

## COVERAGE F – VOLUNTARY MEDICAL PAYMENTS

"We" will pay reasonable medical expenses incurred within one year of the date of the accident or "occurrence", if "you" unintentionally injure another person or if they are accidentally injured on "your" "premises". This coverage is available even though "you" are not legally liable.

Medical expenses include surgical, dental, hospital, nursing, ambulance service and funeral expenses.

The Amount of Insurance shown on the Declarations is the most "we" will pay for each person in respect to one accident or "occurrence". Payment under COVERAGE F is not an admission of liability by "you" or "us".

"We" will not pay for:

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

There are other exclusions that apply to all coverages under Section II. Please refer to **SECTION II – EXCLUSIONS**.

## **ADDITIONAL/OPTIONAL COVERAGES**

### **VOLUNTARY PAYMENT FOR DAMAGE TO PROPERTY OF OTHERS**

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

"We" do not insure:

- (1) damage to property owned or rented to an "Insured" or an "Insured's" tenant;
- (2) damage to property which is insured under **SECTION I – PROPERTY COVERAGE**;
- (3) claims resulting from the loss of use, disappearance or theft of property.

There are other exclusions that apply to all coverages under SECTION II. Please refer to **SECTION II – EXCLUSIONS**.

#### **BASIS OF PAYMENT**

"We" will pay up to \$1,000 or what it would cost to repair or replace the property with materials of similar quality at the time of loss, whichever is less.

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

### **VOLUNTARY COMPENSATION FOR RESIDENCE EMPLOYEES**

This coverage is automatically provided for all "your" occasional "residence employees". It will be extended to "your" permanent "residence employees" if so stated on the Declarations.

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

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

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

#### **EXCLUSION**

"We" will not pay benefits for any hernia injury.

There are other exclusions that apply for Coverages under SECTION II. Please refer to **SECTION II – EXCLUSIONS**.

#### **SCHEDULE OF BENEFITS**

##### (1) Loss of Life

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

- (i) a total of 100 times the "weekly indemnity" to those wholly dependent upon him or her. If there is more than one dependent the amount will be divided equally among them. This payment is in addition to any benefit for Temporary Total Disability paid up to the date of death;
- (ii) actual funeral expenses not to exceed \$1,000.

##### (2) Temporary Total Disability

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

##### (3) Permanent Total Disability

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

##### (4) Injury Benefits

If, as a result of the accident, "your" "residence employee" suffers the loss of, or permanent loss of use of any of the following within 26 weeks of the accident, "we" will pay the "weekly indemnity" for the number of weeks shown below. These benefits will be paid in addition to Temporary Total Disability benefits, but no others.

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

For loss of:

- |                                  |           |
|----------------------------------|-----------|
| (i) One or more of the following | 100 weeks |
| • Hand                           |           |
| • Arm                            |           |
| • Foot                           |           |
| • Leg                            |           |
| (ii) One finger or toe           | 25 weeks  |
| or                               |           |
| More than one finger or toe      | 50 weeks  |
| (iii) One eye                    | 50 weeks  |
| or                               |           |
| Both eyes                        | 100 weeks |
| (iv) Hearing of one ear          | 25 weeks  |
| or                               |           |
| Hearing of both ears             | 100 weeks |

(5) Medical Expenses

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

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

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

### WEEKLY INDEMNITY

For the purpose of this coverage, "weekly indemnity" means two thirds of "your" "residence employee's" weekly wage at the date of the accident but "we" will not pay more than \$100 per week.

### CONDOMINIUM LOSS ASSESSMENT

If "you" are a condominium unit owner, "we" will pay:

- (1) "your" share of any special assessment made if:
  - (i) the assessment is valid under the "Condominium Corporation's" governing rules; and
  - (ii) the assessment is made necessary by the liability of the "Condominium Corporation" for "occurrence(s)" which takes place during the policy period;
- (2) up to the Amount of Insurance shown on the Declarations under Condominium Deductible Assessment, for that part of an assessment made necessary by a deductible in the "Condominium Corporation's" liability insurance policy but only where the "Condominium Corporation's" governing rules specifically permit it to place the responsibility for any portion of the Master Policy Deductible on an individual unit owner.

This coverage is subject to all exclusions, terms and conditions of COVERAGE E and, does not increase the Amount of Insurance under COVERAGE E.

## **ADDITIONAL USE OF GOLF CARTS – FORM HMVL1**

If permission for ADDITIONAL USE OF GOLF CARTS – FORM HMVL1 is stated on the Declarations, "we" insure motorized golf carts while in use:

- (1) on "your" "premises";
- (2) on a golf course and within the boundaries of a golf course;
- (3) on any municipal roadway where permitted by municipal law; or
- (4) on private property such as camp grounds, recreational parks, mobile home communities, retirement communities and gated communities where:
  - (i) the community by-laws permit the use of golf carts; and
  - (ii) the roadways within that community are privately maintained and controlled.

"We" do not insure the use or operation of golf carts, whether owned by "you" or not, while:

- (1) used on public roads or highways unless permitted by law;
- (2) used for carrying passengers for compensation;
- (3) used for "business" purposes;
- (4) used in any race or speed test;
- (5) rented to others; or
- (6) being used or operated without the owner's consent if "you" are not the owner.

All other exclusions, limitations and conditions of this policy remain unchanged.

## **SPECIAL LIMITATIONS**

### **WATERCRAFT AND MOTORIZED VEHICLES**

#### **WATERCRAFT AND MOTORIZED VEHICLES "YOU" OWN**

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

- (1) watercraft, including their attachments, equipped with an outboard motor or motors, of not more than 25 hp in total, when used with or on a single watercraft;
- (2) watercraft, including their attachments, equipped with any other type of motor of not more than 50 hp;
- (3) non-motorized watercraft, including their attachments, not more than 8 metres in length;
- (4) self-propelled lawn mowers, snow blowers, garden-type tractors of not more than 50 hp;
- (5) motorized wheelchairs, including motorized scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability;
- (6) motorized golf carts while in use on a golf course.

Any other watercraft is insured only if liability coverage for it is shown on the Declarations. If the watercraft or motor with which it is equipped is acquired after the effective date of the policy, "you" will be insured automatically for a period of 30 days only from the date of acquisition.

#### **WATERCRAFT AND MOTORIZED VEHICLES "YOU" DO NOT OWN**

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

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

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

#### **WATERCRAFT AND MOTORIZED VEHICLE EXCLUSIONS**

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

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

### **TRAILERS**

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

### **BUSINESS AND BUSINESS PROPERTY**

"We" insure "you" against claims arising out of:

- (1) "your" personal actions during the course of "your" trade, profession or occupation which are not related directly to "your" trade, profession or occupation;
- (2) the occasional rental to others of the portion of the "dwelling" usually occupied by "you" as a private residence;
- (3) the rental to others of portions of "your" two, three or four family "dwelling" usually occupied in part by "you" as a residence "premises" 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) the temporary or part time "business" pursuits of an "Insured" under the age of 21 years.

Claims arising from any other "business" pursuit or operation are insured only if liability coverage is shown on the Declarations.

## **SECTION II**

# **EXCLUSIONS**

"We" do not insure claims arising from:

- (1) war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
- (2) "bodily injury" or "property damage" which is required to be insured under a nuclear energy liability policy issued by the nuclear insurance association of Canada, or any other group or pool of insurers;
- (3) "business" pursuits or any "business" use of the "premises" except as provided under SPECIAL LIMITATIONS BUSINESS AND BUSINESS PROPERTY in SECTION II;
- (4) the rendering of or the failure to render any professional service;
- (5) liability imposed upon or assumed by "you" under any workers' compensation statute;
- (6) "bodily injury" or "property damage" caused by any intentional or criminal act or failure to act by:
  - (i) any person insured by this policy;
  - (ii) any other person at the direction of any person insured by this policy;
- (7)
  - (i) 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;
  - (ii) 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;
- (8) the transmission of communicable disease by any person insured by this policy;
- (9) the ownership, use or operation of any watercraft, motorized vehicle or trailer except as provided under "watercraft and motorized vehicles" and "trailers" in SECTION II;
- (10) the ownership, use or operation of:
  - (i) any "aircraft";
  - (ii) "premises" used as an airport or landing facility;and all activities related to either;
- (11) any claim that arises directly or indirectly, in whole or in part, out of the use or misuse of "social media" and/or the Internet. This includes the use of, distribution by, publication by, display of any material that offends another using social media and/or the Internet.

For the purposes of this exclusion, "social media" means a form of electronic communication including but not limited to, networking, blogging or microblogging, through which "you" create or share information, ideas, personal messages, photographs, videos and other content using online communities.

## **SECTION II** **CONDITIONS**

Statutory Conditions 1, 3, 4, 5 and 15 incorporated in this policy apply as conditions to all coverages under SECTION II.

### **1. WHAT YOU MUST DO AFTER AN ACCIDENT OR OCCURRENCE**

- (1) When an accident or "occurrence" takes place, "you" must promptly give "us" notice (in writing if requested by "us"). The notice must include:
  - (i) the date, time, place and circumstances of the accident or "occurrence";
  - (ii) the interest of all persons in the property affected.
- (2) If requested by "us" "you" must help "us" to verify the damage.
- (3) If requested by "us" "you" shall arrange for the injured person(s) to:
  - (i) give "us", as soon as possible, written proof of claim, under oath if requested;
  - (ii) submit to a 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.

### **2. ACTION AGAINST US**

No suit may be brought against "us" until:

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

### **3. INSURANCE UNDER MORE THAN ONE POLICY**

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

### **4. UNAUTHORIZED SETTLEMENTS**

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

IN WITNESS WHEREOF, "we" have caused this policy to be signed by "our" President and CEO.



President & CEO

## Wawanesa Insurance A Great Canadian Success Story

Wawanesa Insurance was founded in 1896 in the village of Wawanesa, Manitoba. With regional offices across Canada and operations in the United States, Wawanesa Insurance is one of the largest property and casualty insurers in Canada. In fact, the most respected insurance rating agency, A.M. Best, has consistently awarded Wawanesa Insurance an A+ (Superior) rating based on financial strength and stability.

Wawanesa Insurance is successful because we pride ourselves on claims service. Once policyholders have experienced a claim with Wawanesa, they are customers for life.

Wawanesa proudly partners with Insurance Brokers across Canada. On behalf of our Brokers, we thank you for buying Canadian.

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