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# RESIDENTIAL INSURANCE POLICY

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

The Insurance Policy has two sections:

## **Section I – Property Coverage**

## **Section II – Liability Coverage**

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

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

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 legally liable.

## **INSURING AGREEMENT**

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

All claims (under Section – I Property) will be settled directly with the person(s) named on the Coverage Summary Page.

All coverages under Section I – Property are subject to a deductible unless otherwise stated. The deductible is shown on the Coverage Summary Page.

## **SECTION I – PROPERTY COVERAGE**

### **DEFINITIONS**

“**Burglary**” means theft following illegal and forcible entry or exit, leaving visible marks at the point of forced entry or exit.

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

“**Cash Card**” means a card 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.

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

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

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

**“Data Problem”** means:

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

**“Domestic Water Container”** means a device or apparatus for personal use on the premises for containing, heating, chilling or dispensing water including but not limited to waterbeds, swimming pools, hot tubs and aquariums.

**“Dwelling”** means a building, mobile home or, if tenant, life lease occupant or condominium unit owner, the portion of a building occupied principally as a private residence.

**“Flood”** means spray, waves, tides, dam breaks, seiche, tsunami, tidal waves or the rising of, the breaking out or the overflow of, any body of water or water source, whether natural or man-made; shoreline ice build-up, water borne ice or other objects, all whether driven by wind or not.

**“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 “spores” or resultant mycotoxins, allergens or pathogens.

**“Model Aircraft”** for the purpose of this policy means an aircraft, the total weight of which does not exceed 35 kg (77.2 pounds), that is mechanically driven or launched into flight for recreational purposes and is not designed to carry persons or other living creatures.

**“Personal Property”** or **“Contents”** means the contents of your home including property of a personal nature such as clothing and other property usual and incidental to the ownership or maintenance of a dwelling.

**“Pollutant”** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapors, soot, fumes, acids, alkalis, chemicals, waste, as well as animal or human bodily fluids. Waste includes materials to be recycled, reconditioned or reclaimed.

**“Premises”** means any location described in the Declarations, or if a condominium or apartment, **“Premises”** means your unit and includes garages, outbuildings, lockers, storage rooms and private approaches reserved for your use or occupancy only.

**“Residence Employee”** means a person employed by you to perform duties in connection with the maintenance or use of the insured premises. This includes persons who perform household or domestic services or duties of a similar nature for you. This does not include persons while performing duties in connection with your business or farming operation, even if we have extended Liability coverage on the Coverage Summary Page to include either business or farming operations.

**“Robbery”** means theft by violence or threat of violence to any person.

**“Specified Perils”** means: fire or lightning; explosion; smoke; falling object which strikes the exterior of the building; impact by aircraft, spacecraft or land vehicle; riot; vandalism or malicious acts, other than theft or attempted theft; freezing of any part of a plumbing, heating, sprinkler or air conditioning system or “Domestic Water

Container”; rupture of a heating, plumbing, sprinkler or air conditioning system, or by escape of water from such a system, a “Domestic Water Container”, or from a swimming pool or attached equipment, or from a public water main; windstorm or hail; weight of ice, snow or sleet; collapse of a building or any part of a building; sudden and accidental damage from artificially generated electrical current.

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

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

“**Unit**” means the condominium unit described in the Condominium Declaration occupied by you as a private dwelling.

“**Unmanned Air Vehicle**” for the purpose of this policy means a power driven aircraft, other than a “Model Aircraft” that is operated without a flight crew member on board, and is used for non-recreational or commercial purposes.

“**Vacant**” means the occupant(s) has (have) moved out with no intent to return regardless of the presence of furnishings. A newly constructed dwelling is vacant after it is completed and before the occupant(s) move(s) in. Furthermore, the dwelling is also vacant when the occupant(s) move(s) out and before any new occupant(s) move(s) in. To further clarify, occupants are deemed to have moved out (and the property is considered vacant) when they cease to occupy the premises as their usual residence, even in circumstances where they temporarily return thereafter to clean the premises, remove personal property, care for the property, inspect the property or use the property on a casual or intermittent basis.

Unoccupancy, as is normal to a seasonal dwelling does not constitute vacancy.

“**We**” and “**us**” and “**insurer**” means Red River Mutual.

“**You**” and “**your**” and “**insured**” means the person(s) named as Insured on the Coverage Summary Page and, while living in the same household, his or her spouse, the relatives of either or any person under 21 in their care. Spouse means:

1. either of two persons who are married to each other; or
2. either of two persons who are living together in a conjugal relationship outside marriage and have so lived together continuously for a period of 2 years or, if they are the natural or adoptive parents of a child, for a period of 1 year.

In addition, an unmarried student who is enrolled in and actually attending a school, college or university and who is dependent on the Named Insured or his or her spouse for support and maintenance is also insured even if temporarily residing away from the principal residence stated on the Coverage Summary Page.

In addition, an Insured, child, parent, grandparent or other family member of an Insured who is dependent on the Named Insured or his or her spouse for support and maintenance, is also insured while residing in a nursing or care facility.

Only the person(s) named on the Coverage Summary Page may take legal action against us.



**DESCRIPTION OF COVERAGES (APPLICABLE TO HOMEOWNERS, TENANTS AND CONDOMINIUM PACKAGES)**

**COVERAGE A – DWELLING BUILDING  
(APPLICABLE TO HOMEOWNERS ONLY)**

We insure:

1. The dwelling and attached structures on the premises.
2. Permanently installed outdoor equipment on the premises, including fences within 150m (500 ft.) of the dwelling (excluding fences used in whole or part for agricultural purposes).
3. Outdoor “Domestic Water Containers”, including swimming pools, outdoor hot tubs and attached equipment on the premises.
4. Materials and supplies located on or adjacent to the premises intended for use in construction, alteration or repair of your dwelling or private structures on the premises.

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

**COVERAGE B – DETACHED PRIVATE STRUCTURES (APPLICABLE TO HOMEOWNERS ONLY)**

We insure structures or buildings (including Fabric, Plastic, Poly or Tarp covered structures) separated from the dwelling by a clear space, on your premises but not insured under Coverage A. If they are connected to the dwelling by only a fence, utility line or similar connection, they are considered to be a detached structure.

We also insure boathouses, docks and boat lifts owned by you which are located in the same seasonal resort as your dwelling/seasonal dwelling.

If you have more than one detached structure, the amount of insurance will be divided in the proportions that the value of each structure has to the value of all structures at the time of loss.

We do not insure buildings and/or structures, and/or their contents used in whole or in part or designed for business or farming purposes whether occupied, unoccupied or “Vacant”, unless indicated on the Coverage Summary Page.

**COVERAGE C – PERSONAL PROPERTY**

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

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

2. **Off Premises** - We insure your personal property while it is temporarily away from your premises, anywhere in the world, however Personal Property normally kept at any other location you own, rent or occupy is not insured. Personal property temporarily removed from your premises to any other location you own, rent or occupy is also not insured, except while you are temporarily living there.

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

Personal property stored in a warehouse is only insured for 30 days from the date the property was first stored. To extend cover in storage for a further period we must be notified in writing and endorse your policy as required. No notice is required for personal property in storage between seasons in any premises.

Golf carts are insured even if kept at a golf course year round.

3. **While Moving** - We insure your personal property while you are moving from the premises shown on the Coverage Summary Page in transit to, and at, a new dwelling anywhere in Canada. If you have personal property in more than one location, the amount of insurance will be divided in the proportions that the value of property in each location has to the value of all your personal property at the time of loss.

Your personal property while you are moving will be covered only for a period of 60 days commencing on the date you started moving but will not extend beyond your policy term.

4. **Excluded Personal Property (On/Off Premises)** - We do not insure loss or damage to motorized vehicles, camper units, truck caps, trailers and aircraft or their equipment (except for motorized wheelchairs, scooters having more than two wheels and specifically designed for the carriage of a person with a physical disability, electric power assisted bicycles, watercrafts, motorized lawn mowers, garden or yard tractors, skid steers, other gardening equipment, snow blowers, or motorized golf carts). Equipment includes audio, visual, recording or transmitting equipment powered by the electrical system of a motor vehicle, watercraft or aircraft.

Toys or hobby items such as "Model Aircraft", or children's battery powered vehicles using no more than a 12 volt battery that can attain speeds of no more than 8 kph (5 mph), are not considered motorized vehicles or aircraft for the purpose of this exclusion.

"Unmanned Air Vehicles" including all related equipment (whether attached or not), are excluded.

#### **Improvements and Betterments (Applicable to Tenants, Condominiums and Life Leases Only)**

We insure improvements and betterments to the dwelling made by you or acquired at your expense, including:

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

If you are a Tenant, payment under this coverage reduces the

Coverage C - Personal Property amount of insurance by the sum paid. If you are a Condominium Unit owner or resident of a Life Lease, we will pay for an additional amount of up to 100% of the amount of insurance on Coverage C - Personal Property, (or such other amount as may be shown on the Coverage Summary Page).

### **Special Limits of Insurance**

We insure:

1. Books, tools and instruments pertaining to a business, profession or occupation for an amount up to \$5,000 in all, only while on your premises. This applies to all items whether used in whole or in part for business, professional or occupational purposes, including samples and goods held for sale.
2. Computer hardware, software or cellular phones (owned or leased by the Insured) used in whole or in part for business, professional or occupational purposes up to \$5,000 in all, while off premises only.
3. Securities up to \$5,000 in all.
4. Money including "Cash Cards", or bullion up to \$500 in all.
5. Watercraft, their furnishings, equipment, accessories and motors up to \$3,000 in all. These are insured only for Specified Perils and theft or attempted theft.
6. Computer software up to \$5,000 in all. We do not insure the cost of gathering or assembling information or data.
7. The personal property of a student, insured by the policy, who is dependent on the Named Insured for support and maintenance, up to \$7,500 per student while at a residence away from home.
8. Lawn mowers, snow blowers, garden or yard tractors, skid steers or other motorized garden equipment up to \$10,000 in all.
9. Motorized golf carts, including attached equipment up to \$10,000 in all.
10. Collectibles, (including but not limited to such items as crystal ornaments, sports cards, sports memorabilia and comic books) up to \$5,000 in all, subject to a limit of \$500 per item.
11. Animals, birds, reptiles and fish up to \$5,000 in all and only if they are kept as household pets.
12. Unattached motorized vehicle parts and equipment otherwise excluded up to \$1,500 in all (excluding automotive keys and key fobs).

#### **The following special limits of insurance apply:**

To Forms 991 and 992 if the items described are stolen, or;  
To Form 993 unless the claim is caused by a Specified Peril:

13. Jewellery, watches, gems, fur garments and garments trimmed with fur up to \$3,000 in all.
14. Numismatic property (such as coin collections) up to \$1,000 in all.
15. Manuscripts, stamps and philatelic property (such as stamp collections) up to \$2,000 in all.
16. Bicycles including equipment and accessories up to \$1,000

on any one bicycle.

17. Tapes, discs, flash drives, video games, videos, e-books or other electronic media storage devices, while in or on motor vehicles, watercraft or aircraft, up to \$1,000 in all.

### Enhanced Special Limits Endorsement – Form 2020

If the Coverage Summary Page indicates that Form 2020 applies, the Special Limits of Insurance under Coverage C – Personal Property are increased to the limits shown. Detailed descriptions shown above for specific coverages also apply to this endorsement.

	Item Description	Basic Limits	Enhanced Limits
1	Books, tools and instruments pertaining to a business	\$ 5,000	\$ 10,000
2	Computer hardware, software or cellular phones	\$ 5,000	\$ 10,000
3	Securities	\$ 5,000	\$ 10,000
4	Money, incl Cash Cards and bullion	\$ 500	\$ 1,000
5	Watercraft	\$ 3,000	\$ 5,000
6	Computer software	\$ 5,000	\$ 10,000
7	Personal property of a student	\$ 7,500	\$ 15,000
8	Lawn mowers, snow blowers, garden or yard tractors	\$ 10,000	\$ 20,000
9	Motorized golf carts	\$ 10,000	\$ 15,000
10	Collectibles		
	- Per occurrence	\$ 5,000	\$ 10,000
	- Per item	\$ 500	\$ 500
11	Animals, birds, reptiles and fish	\$ 5,000	\$ 10,000
12	Unattached motorized vehicle parts	\$ 1,500	\$ 3,000
13	Jewellery, watches, gems and furs		
	- Per occurrence	\$ 3,000	\$ 10,000
	- Per item	\$ 3,000	\$ 5,000
14	Numismatic property	\$ 1,000	\$ 3,000
15	Manuscripts and stamps	\$ 2,000	\$ 5,000
16	Bicycles	\$ 1,000	\$ 2,500
17	Tapes, discs, and electronic media storage devices	\$ 1,000	\$ 2,500
	Credit or debit card coverage	\$ 10,000	\$ 15,000
	Voluntary medical payments	\$ 1,000	\$ 10,000

### COVERAGE D – ADDITIONAL LIVING EXPENSES

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

1. **Additional Living Expense** - If an Insured Peril makes your dwelling or unit unfit for occupancy, or you have to move out while repairs are being made as the result of damage directly caused by a peril insured by this policy, we insure any necessary increase in living expenses, including moving expenses incurred by you, so that your household can maintain its normal standard of living. Payment shall be for the reasonable time required to repair or rebuild your dwelling or, if you permanently relocate, the reasonable time required for your household to settle elsewhere.

2. **Fair Rental Value** - If an Insured Peril makes that part of the dwelling or detached private structures rented to others or held for rental by you unfit for occupancy, we insure its Fair Rental Value. Payment shall be for the reasonable time required to repair or replace that part of the dwelling or detached private structures rented or held for rental. Fair Rental Value shall not include any expense that does not continue while that part of the dwelling or detached private structures rented or held for rental is unfit for occupancy.
3. **Maintenance Fees** - If an Insured Peril makes your Condominium Unit unfit for occupancy, or you have to move out while repairs are being made as the result of damage directly caused by a peril insured by this policy, we insure your continuing maintenance fees for your unit. Payment shall be for the reasonable time required to repair or rebuild your Condominium Unit or, if you permanently relocate, the reasonable time required for your household to settle elsewhere.
4. **Prohibited Access / Emergency Evacuation**
  - a. If access to your dwelling is prohibited by civil authority as a direct result of damage to neighbouring premises by an Insured Peril, we insure any resulting Additional Living Expense and Fair Rental Value loss for a period not exceeding four weeks.
  - b. If access to your dwelling is prohibited by order of civil authority, we will pay any necessary and reasonable increase in living expenses incurred by you, but only when such order is given for emergency evacuation as a direct result of a sudden and accidental event within Canada or the Continental United States of America. You are insured for a period not exceeding two weeks from the date of order of evacuation.

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

- a. "Flood";
- b. earthquake;
- c. terrorism or by any activity or decision of a government 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;
- d. loss or damage as stated in the "**Loss or Damage Not Insured**" section of the General Conditions.

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

The term "civil authority" shall mean any person acting under the authority of the Governor General in Council of Canada or the Lieutenant Governor in Council of a Province, and/or any person acting with authority under a Federal, Provincial or Territorial legislation with respect to the protection of persons and property in the event of an emergency.

**Deductible** - No deductible applies to coverage "4" Prohibited Access / Emergency Evacuation unless stated on the Coverage Summary Page.

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

**This section consists of four parts –**

**Part 1 – STANDARD FORM PACKAGES – 991**

**Part 2 – BROAD FORM PACKAGES – 992**

**Part 3 – COMPREHENSIVE FORM PACKAGES – 993**

**Part 4 – OPTIONAL COVERAGES**

**PART 1 – STANDARD FORM PACKAGES – 991**

**HOMEOWNERS PACKAGE – 991H**

**MOBILE HOMEOWNERS PACKAGE – 991M**

**SEASONAL HOMEOWNERS PACKAGE – 991S**

**TENANTS PACKAGE – 991T**

**CONDOMINIUM UNIT OWNERS PACKAGE – 991C**

**Insured Perils**

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

1. **Fire or Lightning.**
2. **Explosion.**
3. **Smoke.** This peril means sudden and accidental loss or damage from smoke. This peril does not include loss or damage by smoke from agricultural smudging or industrial operations.
4. **Falling Object.** This peril means a falling object which strikes the exterior of a building but not objects which strike the building because of snow slide, landslide or any other earth movement.
5. **Impact by aircraft, spacecraft or land vehicle.** This peril does not include any loss or damage to animals.
6. **Riot.**
7. **Vandalism or Malicious Acts.** This peril does not include loss or damage:
  - a. occurring while the building is under construction or "Vacant", even if permission for construction or vacancy has been given by us;
  - b. to glass which forms part of a building;
  - c. caused by theft or attempted theft.
8. **Water Escape, Rupture, Freezing.** This peril means:
  - a. the sudden and accidental escape of water from a water main;
  - b. the sudden and accidental escape of water or steam from within a plumbing, heating, sprinkler or air conditioning system or "Domestic Water Container", which is located inside your dwelling;
  - c. the sudden and accidental escape of water from a

“Domestic Water Container” located outside your dwelling. However, such damage is not covered when the escape of water is caused by freezing.

Under this peril, we do not insure loss or damage:

- i. caused by continuous or repeated seepage or leakage of water or steam from within a plumbing, heating, sprinkler or air conditioning system, or “Domestic Water Container”;
- ii. caused by seepage or leakage of water below the surface of the ground, including through sidewalks, driveways, foundations, walls, basement or other floors or through doors, windows or any other openings unless the loss or damage resulted from the escape of water from a public water main, swimming pool or equipment therein;
- iii. caused by the backing up or escape of water from a sewer, sump, septic tank, storm drain, drain, eavestrough or downspout unless Sewer Back-Up coverage is shown on the Coverage Summary Page, and then only for the perils and limits as described in the Sewer Back-Up Endorsement;
- iv. caused by ground water or rising of the water table;
- v. caused by surface waters, unless the water escapes as described in a above;
- vi. caused by “Flood”, spray, waves, tides, tidal waves, tsunami, shoreline ice build-up, water-borne ice or other objects, all whether driven by wind or not;
- vii. to a water main;
- viii. to a system or appliance from which the water escaped;
- ix. to outdoor swimming pools, outdoor hot tubs or equipment attached, public water mains or domestic water wells, caused by freezing;
- x. occurring while the dwelling is under construction or “Vacant”, even if permission for vacancy has been given by us;
- xi. caused by freezing of a plumbing, heating, sprinkler or air conditioning system or “Domestic Water Container” unless it happens within a building heated during the usual heating season and you have not been away from your premises for more than 14 consecutive days.

However, if you have been away for more than 14 consecutive days and have arranged for a competent person to enter your dwelling daily after the initial 14 day period to ensure that heating was being maintained, or if your dwelling is electronically monitored 24 hours per day by a company that monitors and responds to a low temperature signal, or if you had shut off the water supply and had drained all the pipes and appliances, you would still be insured.

Under this peril, a plumbing system does not include eavestroughs or downspouts.

9. **Windstorm or Hail.** This peril does not include loss or damage to the interior of your building or the personal property inside your building caused by rain, hail, snow, sleet, sand or dust unless an opening in the roof or wall is made by wind or hail and the rain, hail, snow, sleet, sand or dust enters concurrently through this opening.  
This peril does not include damage:
- due to weight or pressure or melting of ice or snow, waves or "Flood", all whether driven by wind or not;
  - to the outer metal cover of any mobile home caused by hail, whether wind driven or not, unless such cover is punctured thereby. This exclusion does not apply if the Mobile Home is insured under the Optional Loss Settlement Clause and is so identified on the Coverage Summary Page.
10. **Glass Breakage.** If you are a homeowner or condominium owner, we insure glass that forms part of your building on your premises, including glass in storm windows and doors against accidental breakage.  
This peril does not include loss or damage occurring while your dwelling is under construction or "Vacant" even if permission for construction or vacancy has been given by us.
11. **Transportation.** This peril means loss or damage caused by collision, upset, overturn, derailment, stranding or sinking of any automobile or attached trailer in which the insured property is being carried. This would also apply to any conveyance of a common carrier.  
This peril means loss or damage to:
- your personal property while it is temporarily removed from your premises;
  - building fixtures and fittings when they are temporarily removed from your premises for repair or seasonal storage.
- This peril does not include loss or damage to any watercraft, their furnishings, equipment, accessories and motors.
12. **Theft, including damage caused by attempted theft.**  
This peril does not include loss or damage:
- to property in or from a dwelling under construction or "Vacant", or of materials and supplies for use in the construction until the dwelling is completed and ready to be occupied, even if permission for construction or vacancy has been given by us;
  - to animals, birds or fish.
13. **Damage caused by bears.**
14. **Weight of ice, snow or sleet.** This peril means the weight of ice, snow or sleet which causes damage to your building or property contained in your building.  
This peril does not include loss to an awning, fence, driveways or other pavement, swimming pool, foundations, retaining wall, bulkhead, pier, wharf or dock.
15. **Collapse of your building or any part of your building.**  
This peril does not include loss to an awning, fence, driveway or other pavement, swimming pool, underground pipe,



domestic water well, flue, drain, cesspool, septic tank, septic field, foundation, retaining wall, bulkhead, pier, wharf or dock unless the loss is a direct result of the collapse of your building. Collapse does not include settling, cracking, shrinking, bulging, expansion of driveways or other pavements, patios, walls, floors, roofs or ceilings, or the falling of ceilings, drywall or wall plaster.

This peril does not include collapse caused by or resulting from faulty construction.

16. **Sudden and accidental damage from artificially generated electrical current.**

17. **Escape of fuel oil.** We cover loss or damage to your dwelling building and personal property caused by sudden and accidental escape of fuel oil from a fixed household type tank or apparatus and pipes which are part of a heating unit for the insured dwelling.

This peril does not include loss or damage:

- a. caused by prior fuel oil leakage, or;
- b. caused by or resulting from continuous or repeated seepage or leakage of fuel oil, or;
- c. from any fuel oil tank other than a permanently installed domestic fixed fuel tank, including attached equipment, apparatus or piping, however buried tanks are excluded;
- d. which occurs while the building is under construction or "Vacant", even if permission for construction or vacancy has been given by us.

**Loss or Damage Not Insured**

We do not insure:

1. loss or damage to property at any fairground, exhibition or exposition for the purpose of exhibiting.
2. loss or damage due to theft or attempted theft, vandalism, or malicious acts from that part of your premises which you rent to others, caused by any tenant, tenant's guests or employees, or members of their household.
3. loss or damage due to theft, attempted theft, vandalism, or malicious acts caused by you or anyone living in your household.
4. loss or damage occurring while a mobile home is being moved except in an emergency to protect it when endangered by an Insured Peril. Moving includes the period of time during which the leveling jacks or blocks are removed or all utilities are disconnected.
5. loss or damage to a mobile home and/or contents unless the mobile home is in a stationary (immobile) condition, securely blocked at all four corners.
6. loss or damage as stated in the "**Loss or Damage Not Insured**" section of the General Conditions.

## **PART 2 – BROAD FORM PACKAGES – 992**

### **HOMEOWNERS PACKAGE – 992H**

### **MOBILE HOMEOWNERS PACKAGE – 992M**

### **SEASONAL HOMEOWNERS PACKAGE – 992S**

#### **Insured Perils - Coverages A and B**

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

1. items grown for commercial purpose;
2. outdoor trees, shrubs, plants and lawns except as shown under Additional Coverages;
3. settling, expansion, contraction, moving, bulging, buckling or cracking of driveways or pavements, patios, foundations, walls, floors, roofs or ceilings, except resulting damage to building glass;
4. collapse of an awning, fence, driveway or other pavement, swimming pool, underground pipe, domestic water well, flue, drain, cesspool, septic tank, septic field, foundation, retaining wall, bulkhead, pier, wharf or dock unless the loss is a direct result of the collapse of your building.
5. loss or damage caused by snow slide, earthquake, landslide or any other earth movement. If any of these results in fire or explosion, we will pay only for the resulting loss or damage;
6. cracking or falling of ceilings, drywall or wall plaster;
7. loss or damage to mobile home and/or contents unless the mobile home is in a stationary (immobile) condition, securely blocked at all four corners;
8. loss or damage to the outer metal cover of any mobile home caused by hail, whether wind driven or not, unless such cover is punctured thereby. This exclusion does not apply if the Mobile Home is insured under the Optional Loss Settlement Clause and is so identified on the Coverage Summary Page.

#### **Insured Perils – Coverage C**

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

1. **Fire or Lightning.**
2. **Explosion.**
3. **Smoke.** This peril means sudden and accidental loss or damage from smoke. This peril does not include loss or damage by smoke from agricultural smudging or industrial operations.
4. **Falling Object.** This peril means a falling object which strikes the exterior of a building but not objects which strike the building because of snow slide, landslide or any other earth movement.
5. **Impact by aircraft, spacecraft or land vehicle.** This peril does not include any loss or damage to animals.
6. **Riot.**

7. **Vandalism or Malicious Acts.** This peril does not include loss or damage:
  - a. occurring while the building is under construction or "Vacant", even if permission for construction or vacancy has been given by us;
  - b. caused by theft or attempted theft.
8. **Water Escape, Rupture, Freezing.** This peril means:
  - a. the sudden and accidental escape of water from a water main;
  - b. the sudden and accidental escape of water or steam from within a plumbing, heating, sprinkler or air conditioning system or "Domestic Water Container", which is located inside your dwelling;
  - c. the sudden and accidental escape of water from a "Domestic Water Container" located outside your dwelling. However, such damage is not covered when the escape of water is caused by freezing.
9. **Windstorm or Hail.** This peril does not include loss or damage to personal property inside your building caused by rain, hail, snow, sleet, sand or dust unless an opening in the roof or wall is made by wind or hail and the rain, hail, snow, sleet, sand or dust enters concurrently through this opening.

Any watercraft you own, including their furnishings, equipment accessories and motors are insured up to \$3,000.

This peril does not include damage due to weight or pressure or melting of ice or snow, waves or "Flood", all whether driven by wind or not.
10. **Transportation.** This peril means loss or damage caused by collision, upset, overturn, derailment, stranding or sinking of any automobile or attached trailer in which the insured property is being carried. This would also apply to any conveyance of a common carrier.

This peril means loss or damage to your personal property while it is temporarily removed from your premises.  
This peril does not include loss or damage to any watercraft, their furnishings, equipment, accessories and motors.
11. **Theft, including damage caused by attempted theft.**

This peril does not include loss or damage:

  - a. to property in or from a dwelling under construction or "Vacant" or of materials and supplies for use in the construction until the dwelling is completed and ready to be occupied, even if permission for construction or vacancy has been given by us;
  - b. to animals, birds or fish.
12. **Damage caused by bears.**
13. **Weight of ice, snow or sleet.** This peril means the weight of ice, snow or sleet which causes damage to your building or property contained in your building.

This peril does not include loss to an awning, fence, pavement, driveway, swimming pool, foundations, retaining wall, bulkhead, pier, wharf or dock.
14. **Collapse of your building or any part of your building.**

This peril does not include loss to an awning, fence, driveway or other pavement, swimming pool, underground pipe, domestic water well, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock unless the loss is a direct result of the collapse of your building. Collapse does not include settling, cracking, shrinking, bulging, expansion of driveways or other pavements, patios, walls, floors, roofs or ceilings, or the falling of ceilings, drywall or wall plaster. This peril does not include collapse caused by or resulting from faulty construction.

15. **Sudden and accidental damage from artificially generated electrical current.**
16. **Escape of Fuel Oil.** We cover loss or damage to your personal property caused by sudden and accidental escape of fuel oil from a fixed household type tank or apparatus and pipes which are part of a heating unit for the dwelling.

#### **Loss or Damage Not Insured—Coverages A, B, C and D**

We do not insure loss or damage:

1. due to theft or attempted theft, vandalism, or malicious acts from that part of your premises which you rent to others, caused by any tenant, tenant's guests or employees, or members of their household;
2. due to theft, attempted theft, vandalism, or malicious acts caused by you or anyone living in your household;
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 vandalism or malicious acts or glass breakage occurring while your dwelling is under construction or "Vacant" even if permission for construction or vacancy has been given by us;
5. occurring while the mobile home is being moved except in an emergency to protect it when endangered by an Insured Peril. Moving includes the period of time during which the leveling jacks or blocks are removed or all utilities are disconnected;
6. to property at any fairground, exhibition or exposition for the purpose of exhibiting;
7. caused by leakage or escape of fuel oil resulting from:
  - a. prior fuel oil leakage, or;
  - b. continuous or repeated seepage or leakage of fuel oil;
  - c. any fuel oil tank other than a permanently installed domestic fixed fuel tank, including attached equipment, apparatus or piping, excluding buried tanks;
  - d. any fuel oil tank within a building which is under construction or "Vacant", even if permission for construction or vacancy has been given by us.
8. caused by water unless the loss or damage resulted from:
  - a. the sudden and accidental escape of water from a water main;
  - b. the sudden and accidental escape of water or steam from

within a plumbing, heating, sprinkler or air conditioning system or "Domestic Water Container", which is located inside your dwelling;

- c. the sudden and accidental escape of water from a "Domestic Water Container" located outside your dwelling. However, such damage is not covered when the escape of water is caused by freezing;
- d. water which enters your dwelling through an opening which has been created suddenly and accidentally by an Insured Peril other than Water Damage, and occurs concurrently with the creation of the opening. This coverage is only applicable to Coverage A – Dwelling Building.
- e. Ice damming, meaning water from the accumulation of ice or snow on the roof or eave troughs, which enters the dwelling through a roof. This coverage is only applicable to Coverage A – Dwelling Building.

Under this peril, we do not insure loss or damage:

- i. caused by continuous or repeated seepage or leakage of water or steam from within a plumbing, heating, sprinkler or air conditioning system, or "Domestic Water Container";
- ii. caused by seepage or leakage of water below the surface of the ground, including through sidewalks, driveways, foundations, walls, basement or other floors or through doors, windows or any other openings unless the loss or damage resulted from the escape of water from a public water main, swimming pool or equipment therein;
- iii. caused by the backing up or escape of water from a sewer, sump, septic tank, storm drain, drain, eave trough or downspout unless Sewer Back-Up coverage is shown on the Coverage Summary Page, and then only for the perils and limits as described in the Sewer Back-Up Endorsement;
- iv. caused by ground water or rising of the water table;
- v. caused by surface waters, unless the water escapes as described in a above;
- vi. caused by "Flood", spray, waves, tides, tidal waves, tsunami, shoreline ice build-up, water-borne ice or other objects, all whether driven by wind or not;
- vii. to a water main;
- viii. to a system or appliance from which the water escaped;
- ix. to outdoor swimming pools, outdoor hot tubs or equipment attached, public water mains or domestic water wells, caused by freezing;
- x. occurring while the dwelling is under construction or "Vacant", even if permission for vacancy has been given by us;
- xi. caused by freezing of a plumbing, heating, sprinkler or air conditioning system or "Domestic Water Container" unless it happens within a building heated during the usual heating season and you have not

been away from your premises for more than 14 consecutive days.

However, if you have been away for more than 14 consecutive days and have arranged for a competent person to enter your dwelling daily after the initial 14 day period to ensure that heating was being maintained, or if your dwelling is electronically monitored 24 hours per day by a company that monitors and responds to a low temperature signal, or if you had shut off the water supply and had drained all the pipes and appliances, you would still be insured.

Under this peril, a plumbing system does not include eavestroughs or downspouts;

9. as stated in the "**Loss or Damage Not Insured**" section of the General Conditions.

### **PART 3-COMPREHENSIVE FORM PACKAGES- 993**

#### **HOMEOWNERS PACKAGE – 993H**

#### **MOBILE HOMEOWNERS PACKAGE – 993M**

#### **SEASONAL HOMEOWNERS PACKAGE – 993S**

#### **TENANTS PACKAGE – 993T**

#### **CONDOMINIUM UNIT OWNERS PACKAGE – 993C**

#### **Insured Perils**

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

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

##### **We do not insure:**

1. sporting equipment, including "Model Aircraft", where the loss or damage is due to its use;
2. contact lenses unless the loss or damage is caused by a Specified Peril, accident to a land vehicle, watercraft or aircraft, or theft or attempted theft;
3. animals, birds or fish unless the loss or damage is caused by a Specified Peril or collision of an aircraft, land vehicle or common carrier in which the animal is being transported. Impact by aircraft or land vehicle is excluded;
4. marring or scratching of any property or breakage of any fragile or brittle articles unless caused by a Specified Peril, accident to a land vehicle, watercraft or aircraft, or theft or attempted theft;
5. settling, expansion, contraction, moving, bulging, buckling or cracking of driveways or pavements, patios, foundations, walls, floors, roofs or ceilings, except resulting damage to building glass;
6. collapse of an awning, fence, driveway or other pavement,

swimming pool, underground pipe, domestic water well, flue, drain, cesspool, septic tank, septic field, foundation, retaining wall, bulkhead, pier, wharf or dock unless the loss is a direct result of the collapse of your building;

7. cracking or falling of ceilings, drywall or wall plaster;
8. items grown for commercial purposes;
9. outdoor trees, shrubs, plants and lawns except as shown under Additional Coverages.

**We do not insure loss or damage:**

1. due to theft or attempted theft, vandalism, or malicious acts from that part of your premises which you rent to others, caused by any tenant, tenant's guests or employees, or members of their household;
2. due to theft, attempted theft, vandalism, or malicious acts caused by you or anyone living in your household;
3. to property at any fairground, exhibition or exposition for the purpose of exhibiting;
4. caused by snow slide, earthquake, landslide or any other earth movement. If any of these results in fire or explosion, we will pay only for the resulting loss or damage;
5. caused by theft or attempted theft of property in or from a dwelling under construction or "Vacant", or of material and supplies for use in the construction, until the dwelling is completed and ready to be occupied, even if permission for construction or vacancy has been given by us;
6. caused by vandalism or malicious acts or glass breakage occurring while your dwelling is under construction or "Vacant" even if permission for construction or vacancy has been given by us;
7. to the outer metal cover of any mobile home caused by hail, whether wind driven or not, unless such cover is punctured thereby. This exclusion does not apply if the Mobile Home is insured under the Optional Loss Settlement Clause and is so identified on the Coverage Summary Page;
8. to a mobile home and/or contents while the mobile home is being moved except in an emergency to protect it when endangered by an Insured Peril. Moving includes the period of time during which the leveling jacks or blocks are removed or all utilities are disconnected;
9. to mobile home and/or contents unless the mobile home is in a stationary (immobile) condition, securely blocked at all four corners;
10. caused by leakage or escape of fuel oil resulting from:
  - a. prior fuel oil leakage, or;
  - b. continuous or repeated seepage or leakage of fuel oil;
  - c. any fuel oil tank other than a permanently installed domestic fixed fuel tank, including attached equipment, apparatus or piping, excluding buried tanks;
  - d. any fuel oil tank within a building which is under construction or "Vacant", even if permission for construction or vacancy has been given by us;
11. caused by water unless the loss or damage resulted from:

- a. the sudden and accidental escape of water from a water main;
- b. the sudden and accidental escape of water or steam from within a plumbing, heating, sprinkler or air conditioning system or "Domestic Water Container", which is located inside your dwelling;
- c. the sudden and accidental escape of water from a "Domestic Water Container" located outside your dwelling. However, such damage is not covered when the escape of water is caused by freezing;
- d. water which enters your dwelling through an opening which has been created suddenly and accidentally by an Insured Peril other than Water Damage, and occurs concurrently with the creation of the opening;
- e. ice damming, meaning water from the accumulation of ice or snow on the roof or eavestroughs, which enters the dwelling through a roof.

Under this peril, we do not insure loss or damage:

- i. caused by continuous or repeated seepage or leakage of water or steam from within a plumbing, heating, sprinkler or air conditioning system, or "Domestic Water Container";
- ii. caused by seepage or leakage of water below the surface of the ground, including through sidewalks, driveways, foundations, walls, basement or other floors or through doors, windows or any other openings unless the loss or damage resulted from the escape of water from a public water main, swimming pool or equipment therein;
- iii. caused by the backing up or escape of water from a sewer, sump, septic tank, storm drain, drain, eavestrough or downspout unless Sewer Back-Up coverage is shown on the Coverage Summary Page, and then only for the perils and limits as described in the Sewer Back-Up Endorsement;
- iv. caused by ground water or rising of the water table;
- v. caused by surface waters, unless the water escapes as described in a above;
- vi. caused by "Flood", spray, waves, tides, tidal waves, tsunami, shoreline ice build-up, water-borne ice or other objects, all whether driven by wind or not;
- vii. to a water main;
- viii. to a system or appliance from which the water escaped;
- ix. to outdoor swimming pools, outdoor hot tubs or equipment attached, public water mains or domestic water wells, caused by freezing;
- x. occurring while the dwelling is under construction or "Vacant", even if permission for vacancy has been given by us;
- xi. caused by freezing of a plumbing, heating, sprinkler or air conditioning system or "Domestic Water Container" unless it happens within a building heated



during the usual heating season and you have not been away from your premises for more than 14 consecutive days.

However, if you have been away for more than 14 consecutive days and have arranged for a competent person to enter your dwelling daily after the initial 14 day period to ensure that heating was being maintained, or if your dwelling is electronically monitored 24 hours per day by a company that monitors and responds to a low temperature signal, or if you had shut off the water supply and had drained all the pipes and appliances, you would still be insured.

Under this peril, a plumbing system does not include eavestroughs or downspouts;

12. as stated in the "**Loss or Damage Not Insured**" section of the General Conditions.

### **ADDITIONAL COVERAGES (APPLICABLE TO HOMEOWNERS, TENANTS AND CONDOMINIUM PACKAGES)**

The following coverages are included where applicable when coverage is provided under Parts 1-3 of this Section.

#### **Arson Conviction Reward Extension**

We will pay \$1,000 for information which leads directly to a conviction for arson in connection with a fire loss to property insured by this policy. This limit applies regardless of the number of persons providing information. No deductible applies to this coverage.

#### **Automatic Principal Residence Coverage**

If you purchase a new dwelling anywhere in Canada that will become your principal residence to replace your dwelling shown on the Coverage Summary Page, and notify us within 60 days either before or after title registration to you, we will cover both residences for a period of 60 days before or after that registration, or until expiry date of the policy if less than 60 days. This is excess insurance; however we will not pay more for either residence than the principal residence amount of insurance shown on the Coverage Summary Page. The following endorsements do not apply to this additional coverage, even if shown on the Coverage Summary Page:

1. Single Inclusive Limit Endorsement - Form 2015
2. Guaranteed Rebuilding Cost Endorsement - Form 2175

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

#### **Change of Temperature**

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

### **Condominium / Life Lease Additional Coverage**

If you are a Condominium Unit owner or reside in a Life Lease unit, we insure your unit, excluding your improvements and betterments to it for an additional amount of up to 250% of the amount of insurance on Coverage C - Personal Property if the Condominium Corporation or Life Lease Corporation building policy has no insurance or its insurance is inadequate or is not effective provided the loss or damage is caused directly by a peril insured by the Condominium or Tenants Package as shown on the Coverage Summary Page. "Inadequate" includes a deductible in the insurance policy of the Condominium Corporation or Life Lease Corporation.

We do not pay more than \$25,000 for that part of an assessment made necessary by a deductible in the insurance policy of the Condominium Corporation or Life Lease Corporation (or such other amount as may be shown on the Coverage Summary Page).

### **Credit Card, Debit Card, Forgery, Counterfeit Money**

We will pay up to \$10,000 for:

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

We do not pay for loss:

1. unless you have complied with all the conditions under which the cards have been issued;
2. caused by the use of your cards by a resident of your household or by a person to whom cards have been entrusted;
3. arising out of your business pursuits.

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

No deductible applies to this coverage.

### **Damage to Dwelling (Tenants Packages only)**

You may apply up to \$2000 of your Personal Property insurance to pay for damage, not including fire damage:

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

### **Debris Removal**

We will pay the reasonable expense incurred by you in the removal of debris of insured property as a result of an Insured Peril. We will pay up to an additional 5% of the limit of insurance on your Dwelling for debris removal resulting from insured damage to the dwelling if the amount payable for the dwelling exceeds the limit of insurance.

We will also pay up to an additional 5% of the limit of insurance on

your Detached Private Structures for debris removal resulting from insured damage to the Detached Private Structure(s) if the amount payable for the Detached Private Structure(s) exceeds the limit of insurance.

### **Emergency Entry Property Damage**

We will pay to repair damage to your dwelling caused by the forcible entry by police, ambulance, fire department, or other persons if such damage results from attempts to save and preserve life. No deductible applies to this coverage.

### **Emergency Removal Expense - (Mobile Homeowners Package only)**

You may apply up to 5% of the amount of insurance on your mobile home to cover any reasonable expenses to remove the building to protect it should it be endangered by an Insured Peril. Any payment made under this extension is not subject to the policy deductible.

### **Estate Coverage**

"Vacancy" restrictions will not apply within the first 180 days (or expiry date of the policy, whichever comes first) from the date your "Dwelling" became "Vacant" or unoccupied due to the death of an "Insured" or move to a Senior's Home or Care Facility;

### **Fire Department Charges**

We will pay up to \$3,000 (or such other amount as may be specified on the Coverage Summary Page) for your liability for fire department charges incurred when the fire department is called to save or protect insured property from an Insured Peril. No deductible applies to this coverage.

### **Frozen Food - (Not applicable to Seasonal Homeowners Packages)**

You may apply up to \$5,000 of the amount of your insurance under Section C – Personal Property to frozen food in your freezer (on your premises only) for damage caused by power failure, accidental disconnection or mechanical breakdown of the freezer unit. This coverage includes loss or damage to the freezer itself resulting from spoilage of frozen food therein caused by a "Specified Peril" only. We do not insure inherent vice or natural spoilage. You must agree to use all reasonable means to save and preserve the insured property. We will reimburse you for such reasonable expenses, however we will not reimburse you for expenses incurred in the acquisition of food. The Deductible Clause as specified on the Coverage Summary Page applies to this coverage.

### **Headstones**

We will pay up to \$3,000 in any one occurrence for loss or damage caused by "Specified Perils" to headstones of "your" immediate family members, anywhere in Canada or the Continental United States. No deductible applies to this coverage.

### **Lock Repair or Replacement**

We will pay up to \$1,000 in all to repair (rekey) the lock cylinders on the insured dwelling, or if necessary, replace the locks on the

insured dwelling if the keys are stolen providing the theft is reported to the police or law enforcement agency having jurisdiction at the location of the theft. This includes the cost of replacing stolen automotive keys or key fobs, but does not include the cost of replacing automotive locks or reprogramming an automobile necessitated by the replacement of automotive keys or key fobs. No deductible applies to this coverage unless indicated on the Coverage Summary Page.

### **Loss Assessment Coverage**

If you are a condominium unit owner or reside in a Life Lease unit, we will pay for an additional amount of up to 250% of the amount of insurance on Coverage C – Personal Property of your share of any special assessment if:

1. the assessment is valid under the Condominium Corporation or Life Lease Corporation governing rules; and
2. it is made necessary by a direct loss to the collectively owned condominium or life lease property caused by an Insured Peril in this policy.

We do not pay more than \$25,000 for that part of an assessment made necessary by a deductible in the insurance policy of the Condominium Corporation or Life Lease Corporation (or such other amount as may be shown on the Coverage Summary Page).

### **Outdoor Trees, Shrubs, Plants and Lawns - (not applicable to Seasonal Homeowners)**

You may apply up to 5% in all of the amount of insurance on your dwelling (or personal property if Tenants or Condominium) to outdoor trees, shrub, plants and lawns on your premises. We will not pay more than \$1000 on any one outdoor tree, shrub, plant or lawn including debris removal expenses. We insure these items against loss caused by fire, lightning, explosion, impact by aircraft, spacecraft or land vehicle (except damage caused by a vehicle owned by or operated by you or anyone in your household), riot, vandalism and malicious acts. We do not insure any items grown for commercial purposes, or any item located more than 90 m (300 ft.) from the dwelling.

### **Pollution Damage - Insured Premises**

If a sudden and unintentional event occurs during the policy term resulting in contamination of insured property by a “pollutant”, which is required to be reported to any provincial authority, we will pay up to \$5,000, in any one policy term, subject to the policy deductible, for costs to remove and restore property of the insured premises.

### **Property of Others**

We will pay up to \$1,000 for property of others, such as fire extinguishers, which have been expended or damaged while used to combat any hostile fire in or on the Insured's premises. This does not apply to property owned by a fire department. No deductible applies to this coverage.

### **Property Removed**

If you must remove insured property from your premises to protect it from loss or damage, it is insured by this policy for 30 days or until

your policy term ends - whichever occurs first. The amount of insurance will be divided in the proportions that the value of the property removed bears to the value of all property at the time of loss.

### **Tear Out**

We will pay the cost of tearing out and replacing any part of a building (if you are a homeowner or mobile homeowner) or your improvements (if you are a tenant or condominium unit owner) that must be removed or torn apart, before insured water damage from a plumbing, heating, sprinkler or air conditioning system or "Domestic Water Container" can be repaired, except damage related to an outdoor swimming pool, hot tub or attached equipment, or public water mains. This cost is included in the amount of insurance that applies to the property being replaced. The cost of tearing out and replacing property to repair damage related to water mains, public water mains, domestic water wells or outdoor plumbing or sewage systems is not insured.

## **PART 4 – MISCELLANEOUS COVERAGES**

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

### **BASIC DWELLING AND/OR CONTENTS – 994D**

### **BASIC SEASONAL DWELLING AND/OR CONTENTS – 994S**

### **BASIC MOBILE HOME AND/OR CONTENTS – 994M**

#### **Dwelling Building**

We insure:

1. The dwelling and attached structures on the premises.
2. Permanently installed outdoor equipment on the premises, including fences within 150 m (500 ft.) of the dwelling.
3. Outdoor "Domestic Water Containers", including swimming pools, outdoor hot tubs and attached equipment on the premises.
4. Materials and supplies located on or adjacent to the premises intended for use in construction, alteration or repair of the dwelling or private structures on the premises.

**Optional Coverage Extensions - Dwelling Building** - The following extensions are available without increasing the amount of insurance shown on the Coverage Summary Page. You may apply up to 10% of the amount of insurance on the dwelling to insure each of the following:

1. Building Fixtures and Fittings temporarily removed from the premises for repair or seasonal storage.
2. Detached Private Structures - structures or buildings (including Fabric, Plastic, Poly or Tarp covered structures)

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

3. Fair Rental Value - (not applicable to Seasonal) If an Insured Peril makes that part of the dwelling or detached private structures rented to others or held for rental by you unfit for occupancy, payment shall be for the reasonable time required to repair or replace that part of the dwelling or detached private structures rented or held for rental. Fair Rental Value shall not include any expense that does not continue while that part of the dwelling or detached private structures rented or held for rental is unfit for occupancy.

If a civil authority prohibits access to the dwelling as a direct result of damage to neighboring premises by an Insured Peril, we insure any resulting Fair Rental Value loss for a period not exceeding two weeks.

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

### **Personal Property**

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

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

We do not insure loss or damage to motorized vehicles, camper units, truck caps, trailers and aircraft or their equipment (except for motorized wheelchairs, scooters having more than two wheels and specifically designed for the carriage of a person with a physical disability, electric power assisted bicycles, watercrafts, motorized lawn mowers, garden or yard tractors, skid steers, other gardening equipment, snow blowers, or motorized golf carts). Equipment includes audio, visual, recording or transmitting equipment powered by the electrical system of a motor vehicle, watercraft or aircraft.

Toys or hobby items such as "Model Aircraft", or children's battery powered vehicles using no more than a 12 volt battery that can attain speeds of no more than 8 kph (5 mph), are not considered motorized vehicles or aircraft for the purpose of this coverage.

"Unmanned Air Vehicles" including all related equipment (whether attached or not), are excluded.

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

1. Uninsured personal property of others while it is on that portion of the premises which you occupy, but we do not

insure property of roomers or boarders who are not related to you.

2. Personal property temporarily removed - (not applicable to Seasonal) your personal property while temporarily removed from the premises anywhere in the world. If you wish, we will include personal property belonging to others while it is in your possession or belonging to a residence employee traveling for you.
3. Personal property normally kept at any other location you own, rent or occupy is not insured.
4. Personal property temporarily removed from your premises to any other location you own, rent or occupy is not insured, except while you are temporarily living there.
5. Personal property stored in a warehouse is not insured.
6. Additional Living Expense - (not applicable to Seasonal) Any necessary increase in living expenses, including moving expenses incurred by you, so that your household can maintain its normal standard of living, if an Insured Peril makes the dwelling unfit for occupancy or you have to move out while repairs are being made. Payment shall be for the reasonable time required to repair or rebuild the dwelling or, if you permanently relocate, the reasonable time required by your household to settle elsewhere.  
If a civil authority prohibits access to the dwelling as a direct result of damage to neighbouring premises by an Insured Peril, we insure any resulting Additional Living Expense loss for a period not exceeding two weeks. We do not insure loss or expense due to the cancellation of a lease or agreement.

### **Special Limits of Insurance**

We insure:

1. Books, tools and instruments pertaining to a business, profession or occupation for an amount up to \$5,000 in all, only while on your premises. This applies to all items whether used in whole or in part for business, professional or occupational purposes, including samples and goods held for sale.
2. Computer Hardware, Software or Cellular Phones (owned or leased by the Insured) used in whole or in part for business, professional or occupational purposes up to \$5,000 in all, while off premises only.
3. Securities up to \$5,000.
4. Money, including "Cash Cards" or bullion up to \$500 in all.
5. Watercraft, their furnishings, equipment, accessories and motors up to \$3,000 in all.
6. Computer software up to \$5,000 in all. We do not insure the cost of gathering or assembling information or data.
7. The personal property of a student, insured by the policy, who is dependent on the Named Insured for support and maintenance, up to \$7,500 per student while at a residence away from home.
8. Lawn mowers, snow blowers, garden or yard tractors, skid steers or other motorized garden equipment up to \$10,000 in all.

9. Motorized Golf Carts, including attached equipment up to \$10,000 in all.
10. Collectibles (including but not limited to such items as crystal ornaments, sports cards, sports memorabilia and comic books) up to \$5,000 in all, subject to a limit of \$500 per item.
11. Animals, birds, reptiles and fish up to \$5,000 in all and only if they are kept as household pets.
12. Unattached motorized vehicle parts and equipment otherwise excluded up to \$1,500 in all (excluding automotive keys and key fobs).

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

- a. theft if Householders Named Perils Extension, Form 994T applies, or;
- b. burglary or robbery if Seasonal Burglary and Robbery Extension, Form 994B applies;
13. Jewellery, watches, gems, fur garments and garments trimmed with fur up to \$3,000 in all.
14. Numismatic property (such as coin collections) up to \$1,000 in all.
15. Manuscripts, stamps and philatelic property (such as stamp collections) up to \$2,000 in all.
16. Bicycles including equipment and accessories up to \$1,000 on any one bicycle.
17. Tapes, discs, flash drives, video games, videos, e-books or other electronic media storage devices, while in or on motor vehicles, watercraft or aircraft, up to \$1,000 in all.

**Insured Perils**

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

1. **Fire or Lightning.**
2. **Explosion.**
3. **Smoke.** This peril means sudden and accidental loss or damage from smoke. This peril does not include loss or damage by smoke from agricultural smudging or industrial operations.
4. **Falling Object.** This peril means a falling object which strikes the exterior of a building but not objects which strike the building because of snow slide, landslide or any other earth movement.
5. **Impact by aircraft, spacecraft or land vehicle.** This peril does not include any loss or damage to animals.
6. **Riot.**
7. **Vandalism or Malicious Acts.** (not applicable to Seasonal)  
This peril does not include loss or damage:
  - a. occurring while the building is under construction or "Vacant", even if permission for construction or vacancy has been given by us;
  - b. to glass which forms part of a building;
  - c. caused by theft or attempted theft.



8. **Water Escape, Rupture, Freezing.** This peril means:
- a. the sudden and accidental escape of water from a water main;
  - b. the sudden and accidental escape of water or steam from within a plumbing, heating, sprinkler or air conditioning system or "Domestic Water Container", which is located inside your dwelling;
  - c. the sudden and accidental escape of water from a "Domestic Water Container" located outside your dwelling. However, such damage is not covered when the escape of water is caused by freezing.

Under this peril, we do not insure loss or damage:

- i. caused by continuous or repeated seepage or leakage of water or steam from within a plumbing, heating, sprinkler or air conditioning system, or "Domestic Water Container";
- ii. caused by seepage or leakage of water below the surface of the ground, including through sidewalks, driveways, foundations, walls, basement or other floors or through doors, windows or any other openings unless the loss or damage resulted from the escape of water from a public water main, swimming pool or equipment therein;
- iii. caused by the backing up or escape of water from a sewer, sump, septic tank, storm drain, drain, eavestrough or downspout unless Sewer Back-Up coverage is shown on the Coverage Summary Page, and then only for the perils and limits as described in the Sewer Back-Up Endorsement;
- iv. caused by ground water or rising of the water table;
- v. caused by surface waters, unless the water escapes as described in a above;
- vi. caused by "Flood", spray, waves, tides, tidal waves, tsunami, shoreline ice build-up, water-borne ice or other objects, all whether driven by wind or not;
- vii. to a water main;
- viii. to a system or appliance from which the water escaped;
- ix. to outdoor swimming pools, outdoor hot tubs or equipment attached, public water mains or domestic water wells, caused by freezing;
- x. occurring while the dwelling is under construction or "Vacant", even if permission for vacancy has been given by us;
- xi. caused by freezing of a plumbing, heating, sprinkler or air conditioning system or "Domestic Water Container" unless it happens within a building heated during the usual heating season and the tenant has not been away from the insured premises for more than 14 consecutive days.

However, if the tenant has been away for more than 14 consecutive days and has arranged for a competent person to enter the dwelling daily after

the initial 14 day period to ensure that heating was being maintained, or if the dwelling is electronically monitored 24 hours per day by a company that monitors and responds to a low temperature signal, or if the tenant has shut off the water supply and has drained all the pipes and appliances, you would still be insured.

Under this peril, a plumbing system does not include eavestroughs or downspouts.

9. **Windstorm or Hail.** This peril does not include loss or damage to the interior of your building or the personal property inside your building caused by rain, hail, snow, sleet, sand or dust unless an opening in the roof or wall is made by wind or hail and the rain, hail, snow, sleet, sand or dust enters concurrently through this opening.

Any watercraft you own, including their furnishings, equipment, accessories and motors are insured up to \$3,000 if they were inside a fully enclosed building at the time of loss. Canoes, rowboats, paddle boats and paddle bikes are also insured while in the open.

This peril does not include damage:

- a. due to weight or pressure or melting of ice or snow, waves or "Flood", all whether driven by wind or not;
- b. to the outer metal cover of any mobile home, travel trailer or camper caused by hail, whether wind driven or not, unless such cover is punctured thereby. This exclusion does not apply if the Mobile Home is insured under the Optional Loss Settlement Clause and is so identified on the Coverage Summary Page.

10. **Damage caused by bears.**

## **HOUSEHOLDERS NAMED PERILS EXTENSION-FORM 994T**

### **1. On Premises**

If the Coverage Summary Page indicates Form 994T applies, we insure the following peril in addition to the coverages provided under the Basic Contents coverage, Form 994D:

**Theft** from the premises, including damage caused by attempted theft.

This peril does not include loss or damage:

1. to property in or from a dwelling under construction or "Vacant", or of materials and supplies for use in the construction until the dwelling is completed and ready to be occupied, even if permission for construction or vacancy has been given by us.
2. to animals, birds or fish.

The following extensions are also included:

### **2. Property Temporarily Removed**

10% of the limit of insurance provided shall apply on personal property while temporarily removed from the Principal Residence

premises, against direct loss, destruction or damage caused by the following perils, except as herein provided.

1. fire, explosion, falling object, impact by aircraft, spacecraft or land vehicle, lightning, riot, rupture, water escape, freezing, smoke, windstorm or hail, vandalism or malicious acts, excluding loss or damage to property insured contained in a building, directly or indirectly caused by theft or attempt thereat;
2. collision, upset, overturn, derailment, stranding or sinking of any automobile or attached trailer or any conveyance of a common carrier by land, water or air in which the insured property is being carried;
3. robbery;
  - a. theft of entire trunks, travelling bags or other shipping packages with their contents from rooms temporarily occupied by the Insured for residence purposes, or when checked by any hotel, boarding house, or public parcel room, or
  - b. theft from the fully enclosed body or luggage compartment of a private passenger automobile the doors and windows of which have been locked.

The insurance provided by this Section shall not cover at the premises of any Secondary, Summer or Seasonal Dwelling owned by the Insured, nor in a storage warehouse.

**Optional Extensions** - At the option of the Insured:

Not exceeding \$2,000 of the limit of insurance provided may be applied to insure damage (except by fire) to the Principal Residence premises, directly caused by theft or attempt thereat, and for damage to the interior of that part of any building occupied by the Insured at the premises caused by vandalism or malicious acts committed therein.

### **3 Off Premises Theft Extension - Form 994A**

If a specific limit of insurance and premium are stated in the Coverage Summary Page for Theft Away From Residence coverage, in addition to the insurance available under Section 1 this Rider insures to that limit on property as described against loss caused by theft or attempt thereat, vandalism or malicious acts, while away from the Principal Residence premises described in the Coverage Summary Page, anywhere in the world.

The insurance provided by this Section 3 does not apply to:

1. property at any other residence premises owned or occupied by the Insured, except while the named Insured is temporarily residing therein, nor in a storage warehouse;
2. loss of property while in the mail or in charge of any common carrier or fur storage operator;
3. loss of property while in the charge of any furrier, laundry, cleaner, dyer, tailor or processor, except by burglary of their premises or by robbery.

All the terms and conditions of the Basic Form 994D apply to this extension.

**The following perils (4 & 5) do not apply unless the coverage summary page indicates coverage for each peril and an additional premium is charged.**

#### **4. Burglary and Robbery - Form 994B.**

We insure against direct loss to property insured under this form caused by Burglary and Robbery. We will pay up to \$1,000 of the amount of insurance on your personal property for damage to the building caused by burglary.

This peril does not include loss or damage:

- a. to animals, birds or fish;
- b. occurring while the dwelling is under construction or "Vacant", even if permission for construction or vacancy has been given by us (Unoccupancy as is normal to a seasonal dwelling is not considered vacancy).

This coverage does not increase the amount of insurance shown in the Coverage Summary Page for Personal Property.

#### **5. Vandalism and Malicious Acts - Form 994V.**

This peril does not include loss or damage:

- a. occurring while the dwelling is under construction or "Vacant" even if permission for construction or vacancy has been given by us (Unoccupancy as is normal to a seasonal dwelling is not considered vacancy);
- b. to glass which forms part of a building;
- c. caused by theft or attempted theft.

#### **Loss or Damage Not Insured (applicable to Form 994)**

We do not insure:

1. outdoor trees, shrubs, plants and lawns, except as provided under Additional Coverages;
2. loss or damage due to theft or attempted theft, burglary or robbery, vandalism, or malicious acts from that part of your premises which you rent to others, caused by any tenant, tenant's guests or employees, or members of their household;
3. loss or damage due to theft, attempted theft, burglary or robbery, vandalism, or malicious acts caused by you or anyone living in your household;
4. loss or damage to property at any fairground, exhibition, or exposition for the purpose of exhibiting;
5. loss or damage to mobile home and/or contents unless the mobile home is in a stationary (immobile) condition, securely blocked at all four corners;
6. loss or damage occurring while the mobile home is being moved except in an emergency to protect it when endangered by an Insured Peril. Moving includes the period of time during which the leveling jacks or blocks are removed or all utilities are disconnected;
7. loss or damage as stated in the "**Loss or Damage Not Insured**" section of the General Conditions.

## **ALL RISK DWELLING - FORM 996D**

### **Dwelling Building**

We insure:

1. The dwelling and attached structures on the premises.
2. Permanently installed outdoor equipment on the premises, including fences within 150 m (500 ft.) of the dwelling.
3. Outdoor "Domestic Water Containers", including swimming pools, outdoor hot tubs and attached equipment on the premises.
4. Materials and supplies located on or adjacent to the premises intended for use in construction, alteration or repair of the dwelling or private structures on the premises.

### **Coverage Extensions**

If the Coverage Summary Page indicates Form 996 applies, Extension 1 below is included in the limit of insurance and Extensions 2 and 3 below are insured up to the additional limits of insurance shown on the Coverage Summary Page.

1. Building Fixtures and Fittings temporarily removed from the premises for repair or seasonal storage.
2. Detached Private Structures - structures or buildings (including Fabric, Plastic, Poly or Tarp covered structures) separated from the dwelling by a clear space, on the premises but not insured under the building. If they are connected to the dwelling by a fence, utility line or similar connection only, they are considered to be detached structures. If you have more than one detached structure, the amount of insurance will be divided in the proportions that the value of each structure has to the value of all such structures at the time of loss. We do not insure private structures used in whole or in part or designed for business or agricultural purposes.
3. Fair Rental Value - If an Insured Peril makes that part of the dwelling or detached private structures rented to others or held for rental by you unfit for occupancy, payment shall be for the reasonable time required to repair or replace that part of the dwelling or detached private structures rented or held for rental. Fair Rental Value shall not include any expense that does not continue while that part of the dwelling or detached private structures rented or held for rental is unfit for occupancy.

If a civil authority prohibits access to the dwelling as a direct result of damage to neighboring premises by an Insured Peril, we insure any resulting Fair Rental Value loss for a period not exceeding two weeks.

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

### **Insured Perils**

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

## **Loss or Damage Not Insured**(applicable to Form 996)

We do not insure:

1. settling, expansion, contraction, moving, bulging, buckling or cracking of driveways or pavements, patios, foundations, walls, floors, roofs or ceilings, except resulting damage to building glass;
2. collapse of an awning, fence, driveway or other pavement, swimming pool, underground pipe, domestic water well, flue, drain, cesspool, septic tank, septic field, foundation, retaining wall, bulkhead, pier, wharf or dock unless the loss is a direct result of the collapse of your building;
3. cracking or falling of ceilings, drywall or wall plaster;
4. items grown for commercial purposes;
5. outdoor trees, shrubs, plants and lawns except as shown under Additional Coverages.

We do not insure loss or damage:

1. due to theft or attempted theft, vandalism, or malicious acts from that part of your premises which you rent to others, caused by any tenant, tenant's guests or employees, or members of their household;
2. due to theft, attempted theft, vandalism, or malicious acts caused by you or anyone living in your household;
3. caused by snow slide, earthquake, landslide or any other earth movement. If any of these results in fire or explosion, we will pay only for the resulting loss or damage;
4. caused by theft or attempted theft of property in or from a dwelling under construction or "Vacant", or of material and supplies for use in the construction, until the dwelling is completed and ready to be occupied, even if permission for construction or vacancy has been given by us;
5. caused by vandalism or malicious acts or glass breakage occurring while your dwelling is under construction or "Vacant" even if permission for construction or vacancy has been given by us;
6. caused by water unless the loss or damage resulted from:
  - a. the sudden and accidental escape of water from a water main;
  - b. the sudden and accidental escape of water or steam from within a plumbing, heating, sprinkler or air conditioning system or "Domestic Water Container", which is located inside your dwelling;
  - c. the sudden and accidental escape of water from a "Domestic Water Container" located outside your dwelling. However, such damage is not covered when the escape of water is caused by freezing;
  - d. water which enters your dwelling through an opening which has been created suddenly and accidentally by an Insured Peril other than Water Damage, and occurs concurrently with the creation of the opening;

Under this peril, we do not insure loss or damage:

- i. caused by continuous or repeated seepage or leakage of water or steam from within a plumbing,

- heating, sprinkler or air conditioning system, or "Domestic Water Container";
- ii. caused by seepage or leakage of water below the surface of the ground, including through sidewalks, driveways, foundations, walls, basement or other floors or through doors, windows or any other openings unless the loss or damage resulted from the escape of water from a public water main, swimming pool or equipment therein;
- iii. caused by the backing up or escape of water from a sewer, sump, septic tank, storm drain, drain, eavestrough or downspout unless Sewer Back-Up coverage is shown on the Coverage Summary Page, and then only for the perils and limits as described in the Sewer Back-Up Endorsement;
- iv. caused by ground water or rising of the water table;
- v. caused by surface waters, unless the water escapes as described in a above;
- vi. caused by "Flood", spray, waves, tides, tidal waves, tsunami, shoreline ice build-up, water-borne ice or other objects, all whether driven by wind or not;
- vii. to a water main;
- viii. to a system or appliance from which the water escaped;
- ix. to outdoor swimming pools, outdoor hot tubs or equipment attached, public water mains or domestic water wells, caused by freezing;
- x. occurring while the dwelling is under construction or "Vacant", even if permission for vacancy has been given by us;
- xi. caused by freezing of a plumbing, heating, sprinkler or air conditioning system or "Domestic Water Container" unless it happens within a building heated during the usual heating season and the tenant has not been away from the premises for more than 14 consecutive days.

However, if the tenant has been away for more than 14 consecutive days and has arranged for a competent person to enter the dwelling daily after the initial 14 day period to ensure that heating was being maintained, or if the dwelling is electronically monitored 24 hours per day by a company that monitors and responds to a low temperature signal, or if the tenant has shut off the water supply and has drained all the pipes and appliances, you would still be insured;

- xii. caused by ice damming, meaning water that enters the dwelling through a roof due to the accumulation of ice or snow on the exterior of the roof or eavestrough.

Under this peril, a plumbing system does not include eavestroughs or downspouts;

- 7. caused by leakage or escape of fuel oil resulting from:
  - a. prior fuel oil leakage, or;

- b. continuous or repeated seepage or leakage of fuel oil;
  - c. any fuel oil tank other than a permanently installed domestic fixed fuel tank, including attached equipment, apparatus or piping, however buried tanks are excluded;
  - d. any fuel oil tank while the building is under construction or "Vacant", even if permission for construction or vacancy has been given by us;
8. as stated in the "**Loss or Damage Not Insured**" section of the General Conditions.

## **ADDITIONAL COVERAGES (FORM 994 AND 996)**

**Arson Conviction Reward Extension** - We will pay \$1,000 for information which leads directly to a conviction for arson in connection with a fire loss to property insured by this policy. This limit applies regardless of the number of persons providing information. No deductible applies to this coverage.

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

**Debris Removal** - We will pay the reasonable expense incurred by you in the removal of debris of insured property as a result of an Insured Peril. This coverage does not increase the amount of insurance applying to the damaged property

**Fire Department Charges** - We will pay up to \$3,000 (or such other amount as may be specified on the Coverage Summary Page) for your liability for fire department charges incurred when the fire department is called to save or protect insured property from an Insured Peril. No deductible applies to this coverage.

**Outdoor Trees, Shrubs, Plants and Lawns** You may apply up to 5% in all of the amount of insurance on your dwelling to trees, shrubs, plants and lawns on your premises. We will not pay more than \$1000 on any one tree, shrub, plant or lawn including debris removal expenses. We insure these items against loss caused by fire, lightning, explosion, impact by aircraft, spacecraft or land vehicle (except damage caused by a vehicle owned by or operated by you or anyone in your household), riot, vandalism and malicious acts. We do not insure any items grown for commercial purposes, or any item located more than 90 m (300 ft.) from the dwelling.

**Pollution Damage - Insured Premises** - If a sudden and unintentional event occurs during the policy term resulting in contamination of insured property by a "pollutant", which is required to be reported to any provincial authority, we will pay up to \$5,000, in any one policy term, subject to the policy deductible, for costs to remove and restore property of the insured premises.

**Property Removed** - If you must remove insured property from your premises to protect it from loss or damage, it is insured by this policy for 30 days or until your policy term ends - whichever occurs



first. The amount of insurance will be divided in the proportions that the value of the property removed bears to the value of all property at the time of loss.

**Tear Out** - We will pay the cost of tearing out and replacing any part of a building that must be removed or torn apart before insured water damage from a plumbing, heating, sprinkler or air conditioning system or "Domestic Water Container" can be repaired, except damage related to an outdoor swimming pool or attached equipment, or public water mains. This cost is included in the amount of insurance that applies to the property being replaced.

The cost of tearing out and replacing property to repair damage related to water mains, public water mains, domestic water wells or outdoor plumbing or sewage systems is not insured.

## **BARELAND CONDOMINIUM ENDORSEMENT- FORM 2146**

If the Coverage Summary Page indicates that Form 2146 applies, the following coverage is added to Section I – Property Coverages:

### **Loss Assessment Coverage (Physical Damage)**

We will pay for an additional amount of up to \$50,000 (or such other amount as may be shown on the Coverage Summary Page) in total of your share of any special assessment if:

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

We will pay up to \$25,000 for that part of an assessment made necessary by a deductible in the insurance policy of the Condominium Corporation.

The following is added to Section II – Liability Coverage

### **Loss Assessment Coverage (Liability)**

We will pay up to \$50,000 (or such other amount as may be shown on the Coverage Summary Page) in total in any one policy period for your share of any special assessment if:

1. the assessment is valid under the Condominium Corporation's governing rules; and
2. the assessment is made necessary by the liability of the Condominium Corporation for occurrence(s) which take place during the policy period.

We will pay up to \$25,000 for that part of an assessment made necessary by a deductible in the insurance policy of the Condominium Corporation.

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

## **BICYCLE THEFT EXTENSION ENDORSEMENT - FORM 2095**

If the Coverage Summary Page indicates Form 2095 applies, the Special Limit for bicycles shown on this policy is increased to the amount(s) specified on the Coverage Summary Page.

This extension endorsement does not increase the limits of liability shown for Personal Property on the Coverage Summary Page.

## **BOAT AND/OR MOTOR FLOATER - FORM 2030**

If the Coverage Summary Page indicates Form 2030 applies, we insure:

1. the boat(s) if described on the Coverage Summary Page including its permanently attached equipment (except outboard motors);
2. the motor(s) if described on the Coverage Summary Page including fuel containers and electric starting equipment or controls supplied as integral equipment by the manufacturer;
3. if there is coverage for either 1 or 2 above, we include miscellaneous boat equipment such as batteries, oars, oarlocks, anchors, boat covers, cushions, life preservers, fire extinguishers, extra gasoline tanks, horns, pumps and similar property, while such property is attached to or contained in or on the boat(s) covered by this insurance. Boat equipment does not include outboard motors, parasails, hang gliders, water skiing equipment, scuba gear, fishing tackle, other sporting equipment or other personal property.

### **Insured Perils**

This Rider insures against all risks of direct physical loss or damage from any external cause to the insured property except as hereinafter provided.

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

We do not insure:

1. loss or damage caused by marine life;
2. loss or damage caused by or resulting from any repairing, adjusting, servicing or maintenance operation, unless fire or explosion ensues and then only for the loss or damage by such ensuing fire or explosion;
3. loss or damage caused by the ingestion of any foreign material, including but not limited to sand, into the drive system of a boat and/or motor;
4. loss or damage caused by freezing;
5. loss or damage resulting from the inability of the operator to maintain proper control of the watercraft as the result of being under the influence of intoxicating and/or illegal substances and/or medications indicating restrictions pertaining to the safe operation of transportation devices or machinery;
6. loss or damage caused while the property is not being operated in accordance with the Canada Shipping Act regulations governing age and horsepower restrictions and operator competency requirements;

7. loss or damage as stated in the "**Loss or Damage Not Insured**" section of the General Conditions.

**Territorial Limits** – This Rider covers only within the limits of Canada and Continental United States.

**Sound Condition** – It is warranted that the insured property is in sound condition at the time of attachment of this insurance.

**Limitation of Use** – This Rider shall be null and void if the boat and/or motor insured:

1. is used as a public or livery conveyance for carrying passengers for compensation;
2. is rented;
3. is used in any illicit or prohibited trade or transportation;
4. is operated in any official race or speed test.

**Permission Granted** - Permission is granted the Insured:

1. to rent or borrow boats from others and attach thereto the motor(s) insured hereunder;
2. to race sailboat(s) insured hereunder.

**Plywood, Plastics, Fiberglass and Molded Hulls** - In the event of damage to plywood, plastic, fiberglass and molded hull boats insured hereunder, the Insurer shall not be liable for more than the cost of making repairs in accordance with the manufacturer's specifications or other generally accepted repair practices.

#### **Basis of Claim Payment**

We will pay for insured loss or damage up to your financial interest in the property, but not exceeding the applicable amount(s) of insurance for any loss or damage arising out of one occurrence. Claim payment options are listed below.

1. **Replacement Cost**

We will pay on the basis of Replacement Cost provided that:

- a. repair or replacement is effected as soon as reasonably possible, but in no event more than one year after the date of loss;
- b. the property at the time of loss was useable for its original purpose;
- c. the property was in working condition immediately before the loss occurred;
- d. the property was not more than 10 model years old at the beginning of the policy term (unless the Coverage Summary Page indicates that Replacement Cost coverage applies even if the property is older than 10 model years at the beginning of the policy term).

2. **Actual Cash Value**

If all the above conditions are not met, we will pay the loss on the basis of Actual Cash Value of the damaged or destroyed property at the time of loss. You have the option of choosing an Actual Cash Value settlement in all cases.

3. **Appraised Value**

If the Coverage Summary Page indicates "Appraised Value" we will pay up to the "Appraised Value" provided that:

- a. The property at the time of loss was useable for its original purpose;
- b. The property was in working condition immediately before the loss occurred;

**“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.

**“Appraised Value”** means the value listed on the appraisal document accepted by us.

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

**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 deductible shown on the Coverage Summary Page in any one occurrence.

**Co-Insurance Clause** - With respect to property described, we are liable in the event of loss for no greater proportion thereof than the amount of insurance bears to 80% of the Actual Cash Value of the insured property at the time of loss. If “Replacement Cost Coverage” applies, we are liable for no greater proportion of the loss than the amount of insurance bears to 80% of the Replacement Cost of the insured property at the time of loss. This clause applies separately to each item for which an amount of insurance is shown.

This Clause is not applicable to “Appraised Value” coverage.

#### **Extensions of Coverage**

**Additional Acquisition Clause** - If the insured property is disposed of by the Insured during the term of this policy, we agree to hold covered similar property acquired in replacement thereof for a period not exceeding 30 days from the date of acquisition and to an amount not exceeding the limit of liability on the property disposed of or the invoice cost of the newly acquired property, whichever is less.

**Emergency Towing** – We will reimburse you for the reasonable cost of any commercial tow incurred as a result of any breakdown of the watercraft, including running out of fuel. Towing is defined as from the location of the breakdown until the watercraft is berthed at the home port or nearest repair or fuel facility, whichever is the lesser in distance. This extension is limited to a maximum payout of \$1,000 per occurrence. This is not an additional amount of insurance.

**Extra Expenses** – If your watercraft is damaged as a result of a loss covered by this policy, we will reimburse your reasonable out of pocket lodging and transportation expenses incurred as a result of the loss of use of your watercraft. This extension is limited to a maximum payout of \$1,000 per occurrence. This is not an additional amount of insurance.

**Fire Department Charges** – We will pay for your liability assumed by contract or agreement for fire department charges incurred when a fire department is called to save or protect the insured property from a loss which would be covered by this policy. This extension is limited to a maximum payout of \$1,000 per occurrence. This is not an additional amount of insurance.

**Rental Expense** - If the insured boat and/or motor are damaged as a result of a loss covered by this policy, we will reimburse the reasonable cost of renting a replacement boat and/or motor while yours is being repaired. The rental unit must be similar to the insured boat and / or motor. This extension is limited to a maximum payout of \$1,000 per occurrence. This is not an additional amount of insurance.

**Salvage Charges** – We will pay reasonable Salvage Charges, where necessary to retrieve an insured boat and/or motor that has been damaged as the result of a loss covered by this policy. Any amount paid under this extension shall be deducted from the limit of insurance on the damaged boat and/or motor. This is not an additional amount of insurance.

**Test Drive Extension** - If you have a boat and/or motor insured by this policy and a boat and/or motor you are test driving is damaged as a result of a loss covered by this policy, we will reimburse the owner of the boat and/or motor for repairs on an Actual Cash Value basis. This extension is limited to a maximum payout of \$1,000 per occurrence, subject to the deductible applicable to this policy. This is not an additional amount of insurance.

## **BUILDER’S RISK BROAD FORM - FORM 2145**

If the Coverage Summary Page indicates Form 2145 applies, we insure the building described on the Coverage Summary Page against all risks of direct physical loss or damage from any external cause to the terms and conditions below.

### **Property Insured**

1. buildings, structures, foundations, piers or other supports, building materials and supplies, landlord’s permanent fittings and fixtures to be attached thereto and form part thereof, fences, frescoes, plate glass, and machinery and equipment forming part of the building services:
  - a. owned by the insured;
  - b. owned by others, provided that the value of such property is included in the amount insured,all to enter into and form part of the completed project including expendable materials and supplies not otherwise excluded, necessary to complete the project described on the Coverage Summary Page;
2. temporary buildings, scaffolding, false work, forms, hoardings, excavation, site preparation, landscaping and similar work, provided that the value thereof is included in the amount insured and then only to the extent that replacement or restoration is made necessary to complete the project;
3. expenses incurred in the removal from the construction site of debris of the property insured, occasioned by loss, destruction or damage to such property and in respect of which insurance is provided by this Policy.

### **Limits of Liability**

The liability of the Insurer(s) in any one loss, casualty or disaster shall be limited to the proportion of any loss or damage, including

salvage charges and other expenses, which the sum insured under this Policy bears to the total amount of insurance.

### **Scope of Insurance**

1. This insurance attaches, within the policy period, when the property becomes at the Insured's risk after being unloaded at and while on the construction site until:
  - a. thirty days after completion of the project; or
  - b. the termination or expiration of this insurance, whichever first occurs.
2. If a limit of liability is stated on the Coverage Summary Page, insurance is provided, subject to such limit, anywhere in Canada or the Continental United States excluding Alaska, only with respect to property to enter into and form part of the completed project, but excluding such property while in transit, or in any building used for manufacturing or processing.
3. If a limit of liability is stated on the Coverage Summary Page, insurance is provided, subject to such limit, from the commencement of loading at the original point of shipment anywhere in Canada or the Continental United States excluding Alaska, until the completion of unloading at the site of construction, except while in any building used for manufacturing or processing.
4. This Policy ceases to insure any part or section of the project on the commencement of use or occupancy thereof, unless such use or occupancy is for:
  - a. construction purposes;
  - b. office or habitational purposes; or
  - c. installing, testing or storing equipment or machinery.

### **Property Excluded**

This Policy does not insure loss or damage to:

1. property
  - a. while waterborne; from the commencement of loading until completion of discharge except when on a ferry, railway car or transfer barge, all in connection with land transportation;
  - b. while insured under an Ocean Cargo Policy;
  - c. while aboard or being transported by any aircraft;
  - d. caused by falling through ice on lakes, rivers, or other bodies of water, or sinking in muskeg;
2. underground shafts or tunnels or property therein;
3. boilers and pressure vessels including all piping and apparatus attached thereto, caused
  - a. by the pressure of steam or water therein;
  - b. while undergoing any hydrostatic, pneumatic or gas pressure test;
  - c. by the use thereof;
4. contractor's tools and equipment including spare parts and accessories whether owned, loaned, hired or leased .

## Perils Excluded

This Policy does not insure:

1. the cost of making good faulty or improper design or loss or damage caused directly or indirectly therefrom, provided however, to the extent not otherwise excluded under this Policy, resultant damage to the property insured caused by fire or explosion shall be insured;
2. loss or damage caused by electric or magnetic injury, disturbance or erasure of electronic recordings, except by lightning;
3. loss or damage caused directly or indirectly by earthquake, except:
  - a. ensuing damage which results from fire, explosion, smoke or leakage from fire protective equipment; or
  - b. while the property is in due course of transit, if a limit is provided on the Coverage Summary Page;
4. loss or damage caused directly or indirectly by "Flood", but this exclusion does not apply to loss or damage:
  - a. caused by escape of water from an elevated water tank maintained on the premises for firefighting purposes;
  - b. occurring while the property is in due course of transit, if a limit is provided on the Coverage Summary Page;
  - c. resulting from ensuing fire, explosion or smoke;
6. theft by an employee, officer or agent of the Insured or other party of interest, or any person to whom the property is entrusted (bailees for hire excepted);
7. loss or damage caused directly or indirectly by cessation of work or by interruption of construction, unless directly caused by a peril otherwise insured and not otherwise excluded under this Policy;
8. any loss of use or occupancy however caused;
9. penalties or liquidated damages for non-completion of or delay in completion of contract or non-compliance with contract conditions or costs incurred solely in an effort to eliminate or reduce penalties or liquidated damages for which the Insured may be contractually liable;
10. loss or damage as stated in the "**Loss or Damage Not Insured**" section of the General Conditions.

## Premium Adjustment

The premium stated in this Policy is provisional. Within thirty days after the termination or expiration of this insurance the Insured shall report to the Insurer(s) the actual completed contract price and the value of any property not included in such completed contract price and insured herein or in the absence of a contract price the Insured shall report the total completed value of the project. The actual premium shall be calculated from inception date of this Policy on the total value so reported at the rate shown in this Policy. If the premium so calculated exceeds the provisional premium the Insured shall pay to the Insurer(s) the amount of such excess. If such premium is less than the provisional premium the Insurer(s) shall refund to the Insured the amount of the difference.

### **Basis of Settlement**

Any loss under this Policy shall be adjusted with the General Contractor or Owner named herein and any settlement shall be based on the cost of repairing, replacing or reinstating (whichever is the least) with material of like kind and quality and for like occupancy, on the same site without deduction for depreciation provided that:

1. liability shall in no event exceed the amount actually and necessarily expended for repairs, replacement or reinstatement; and
2. if repairs, replacement or reinstatement with material of like kind and quality is restricted or prohibited by any by-law, regulation, ordinance or law, any increase in the cost of repairs, replacement or reinstatement due thereto shall not be insured by this Policy.

### **Verification of Values**

The Insurer(s) or their duly appointed representative(s) shall be permitted at all reasonable times during the term of this Policy or within a year after termination or expiration to inspect the property insured and to examine the Insured's books, records and such policies as relate to any property insured hereunder. This inspection or examination shall not waive nor in any manner affect any of the terms or conditions of this Policy.

### **Definitions**

**"Leakage from fire protective equipment"** means the leakage or discharge of water or other substance from within the equipment used for fire protection purposes for the premises herein described or for adjoining premises and loss or damage caused by the fall or breakage of such equipment;

**"Fire protective equipment"** means tanks, water mains, hydrants or valves and any other equipment whether used solely for fire protection or jointly for fire protection and for other purposes but does not include

1. branch piping from a joint system where such branches are used entirely for purposes other than fire protection;
2. any water mains or appurtenances located outside of the described premises and forming a part of the public water distribution system;
3. any pond or reservoir in which the water is impounded by a dam.

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

### **BUILDING BYLAWS ENDORSEMENT - FORM 2125**

If the Coverage Summary Page indicates that Form 2125 applies and if there is a loss insured by this policy, we will pay the additional cost of demolition, construction or repair which is required to comply with any law regulating demolition, repair or construction of buildings.



We will not pay:

1. more than the amount of insurance shown on the Coverage Summary Page in any one occurrence;
2. more than the minimum amount required to comply with the law;
3. the additional cost, unless your property is actually repaired, rebuilt or replaced on the same location.

This endorsement applies only to the Dwelling, Condominium Unit, Rental Dwelling and/or Detached Private Structure at the location specified on the Coverage Summary Page.

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

## **DAMAGE TO BUILDINGS BY BURGLARY OR ROBBERY RIDER - FORM 2140**

If the Coverage Summary Page indicates Form 2140 applies, we agree to indemnify the Insured for all damage to the premises caused by **burglary or robbery** or attempt thereof, or by **vandalism or malicious mischief** committed on the same occasion, provided that the Insured is the owner thereof or is liable for such damage.

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

We do not insure:

1. damage caused by fire or occurring during a fire in the premises;
2. damage to glass, or lettering or ornamentation thereon;
3. damage caused while the premises are "Vacant";
4. due to theft or attempted theft, vandalism, or malicious acts from that part of your premises which you rent to others, caused by any tenant, tenant's guests or employees, or members of their household;
5. due to theft, attempted theft, vandalism or malicious acts caused by you or anyone living in your household;
6. loss or damage as stated in the "**Loss or Damage Not Insured**" section of the General Conditions.

**Limits of Indemnity** - The limit of the Insurer's liability for damage is limited to the actual cost of repair of such damage but not exceeding in any event the applicable limit(s) or amount(s) of insurance stated in the Coverage Summary Page. If more than one person or interest is named as the Insured, the Insurer's liability for such damage sustained by all such persons and interests combined shall be limited in the aggregate to the said specified limit(s) or amount(s).

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

## **EYE GLASSES AND/OR HEARING AID FLOATER - FORM 2050**

If the Coverage Summary Page indicates Form 2050 applies, we insure the item(s) listed on the Coverage Summary Page against all risks of direct physical loss or damage from any external cause to the terms and conditions set out below.

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

We do not insure:

1. loss or damage as stated in the “**Loss or Damage Not Insured**” section of the General Conditions.

**Limitation of Liability** - In the event of loss or damage to insured property, the Insurer shall be liable, up to the limit stated in the schedule, only for the cost of duplicating the original prescription, design or specifications. This insurance shall not cover costs incurred for re-examination or other professional services. Should it be impossible to duplicate the original prescription, design or specifications, adjustment will be made on the basis of the stated value with proper allowance for depreciation.

**Additional Acquisition Clause** - In the event the insured property is disposed of by the Insured during the term of this policy, the Insurer agrees to hold covered similar property acquired in replacement thereof for a period not exceeding 30 days from the date of acquisition and to an amount not exceeding the limit of liability on the property disposed of or the invoice cost of the newly acquired property, whichever is less.

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

**Basis of Claim Payment** - Any insured loss or damage will be settled on an Actual Cash Value basis.

## **FINE ARTS FLOATER - FORM 2040**

If the Coverage Summary Page indicates Form 2040 applies, we insure your fine arts listed on the Coverage Summary Page against all risks of direct physical loss or damage from any external cause to the terms and conditions set out below.

We insure your Fine Arts as follows:

1. at the location(s) specified in the Coverage Summary Page;
2. while in transit between the locations specified;
3. at any other location in Canada or the Continental United States, except at fairgrounds or at national or international expositions, for not more than 10% of the total value of insurance under this coverage.

**Replacement Articles** - If, following payment of claim, you acquire any articles to replace those which were lost or damaged, you must tell us within 30 days of acquisition.

**Newly Acquired Articles** - If you acquire any additional fine arts, we will automatically insure the newly acquired property provided you tell us within 30 days of acquisition. Under this

extension we will not pay more than 25% of the total amount of insurance provided by this coverage.

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

We do not insure:

1. Breakage of glassware, statuary, marble, bric-a-brac, porcelain and other fragile articles unless caused by fire, earthquake, explosion, falling object striking the exterior of a building, "Flood", impact by aircraft, spacecraft or land vehicle, lightning, riot, smoke, vandalism or malicious acts, windstorm or hail, or by accident to land, water or air conveyances, or by theft or attempt thereat;
2. loss or damage as stated in the "**Loss or Damage Not Insured**" section of the General Conditions.

### **Accidental Breakage Option**

If the Coverage Summary Page shows breakage coverage applies, the exclusion 1. shall not be applicable.

**Packing Warranty** - It is warranted by the Insured that the Property insured hereunder will be packed and unpacked by competent packers.

**Deductible** - No deductible applies to this coverage unless stated on the Coverage Summary Page.

**Basis of Claim Payment** - Any insured loss or damage will be settled on an Actual Cash Value basis.

## **GLASS DEDUCTIBLE ENDORSEMENT - FORM 2105**

If the Coverage Summary Page indicates Form 2105 applies, the amount of Deductible, as it applies to Glass Breakage insured under this policy is reduced to the amount shown on the Coverage Summary Page in any one occurrence.

## **HOME EQUIPMENT BREAKDOWN ENDORSEMENT – FORM 3000**

As respects this Home Equipment Breakdown Endorsement, this endorsement changes coverage provided by the following:  
Read the entire endorsement carefully to determine rights, duties and what is and is not covered.

**"Equipment Breakdown" coverage is subject to a \$100,000 per Occurrence Limit of Liability.**

**"Equipment Breakdown" coverage is subject to a \$500 per Occurrence Deductible.**

### **Section I – Property Coverages**

#### **Definitions**

The following Definitions are added:

**"Equipment Breakdown"** as used herein means:

Physical loss or damage both originating within:

1. Boilers, fired or unfired pressure vessels, vacuum vessels, and

- pressure piping, all normally subject to vacuum or internal pressure other than static pressure of contents, excluding:
- a. waste disposal piping;
  - b. any piping forming part of a fire protective system; and
  - c. any water piping other than:
    - i. boiler feed water piping between the feed pump and the boiler;
    - ii. boiler condensate return piping; or
    - iii. water piping forming part of a refrigerating or air conditioning system used for cooling, humidifying or space heating purposes
2. All mechanical, electrical, electronic or fiber optic equipment; and caused by, resulting from, or consisting of:
- i. Mechanical breakdown;
  - ii. Electrical or electronic breakdown; or
  - iii. Rupture, bursting, bulging, implosion, or steam explosion.

However, "**Equipment Breakdown**" will not mean:

Physical loss or damage caused by or resulting from any of the following; however if loss or damage not otherwise excluded results, then we will pay for such resulting damage:

All losses excluded in the Standard Form Packages – Form 991, Broad Form Packages – Form 992, Comprehensive Form Packages – Form 993, and

Loss, damage, cost or expense directly caused by, contributed to by, resulting from or arising out of the following causes of loss:

Fire, lightning, combustion explosion, windstorm or hail, weight of snow, ice or sleet, freezing, falling objects, smoke, aircraft or vehicles, riot or civil commotion, vandalism, sinkhole collapse, volcanic action, leakage from fire extinguishing equipment, water, water damage, earth movement and "Flood".

"**Green**" as used herein means products, materials, methods and processes certified by a "Green Authority" that conserve natural resources, reduce energy or water consumption, avoid toxic or other polluting emissions or otherwise minimize environmental impact.

"**Green Authority**" as used herein means an authority on "Green" buildings, products, materials, methods or processes certified and accepted by Leadership in Energy and Environmental Design (LEED®), "Green" Building Initiative Green Globes®, Energy Star Rating System or any other recognized "Green" rating system.

"**Motor Vehicle**" as used herein means any self-propelled land or amphibious vehicle.

The following is added to the "Specified Perils" definition:

"**Specified Perils**" also means "Equipment Breakdown".

#### **Part 1 - STANDARD FORM - 991**

##### **Insured Perils**

The following Insured Peril is added:

18 "Equipment Breakdown"

##### **Additional Coverages**

The following Additional Coverages are added as a part of and not in addition to the limit per loss:

##### **Expediting Expense**

We will pay for the expediting expense loss resulting from an

“Equipment Breakdown” with respect to your damaged Personal Property. We will pay the reasonable extra cost to:

1. Make temporary repairs;
2. Expedite permanent repairs; and
3. Expedite permanent replacement.

Reasonable extra cost shall mean “the extra cost of temporary repair and of expediting the repair of such damaged equipment of the insured, including overtime and the extra cost of express or other rapid means of transportation”. The most we will pay for loss or damage under this Additional Coverage is \$10,000.

#### **Spoilage Coverage**

We will pay for loss of perishable goods due to spoilage resulting from lack of power, light, heat, steam or refrigeration caused by an “Equipment Breakdown” to Personal Property covered by this policy. The most we will pay for loss or damage under this Additional Coverage is \$10,000.

#### **Pollutant Clean Up and Removal**

We will pay for the pollutant clean up and removal for loss resulting from an “Equipment Breakdown”. The most we will pay for the pollutant clean up and removal is \$10,000.

#### **Off-Premises Coverage**

We will pay for loss or damage to covered property resulting from a covered “Equipment Breakdown” while temporarily at a premises or location that is not a “residence premises”. This coverage does not apply to any “Motor Vehicle”. The most “we” will pay for loss or damage under this Additional Coverage is \$10,000.

#### **Equipment Breakdown Conditions**

The following Equipment Breakdown Conditions are added:

#### **Loss Settlement**

We will pay you the amount you spend to repair or replace your Covered Property damaged by an “Equipment Breakdown”. Our payment will be the lesser of:

1. The cost at the time of the “Equipment Breakdown” to repair the damaged Covered Property;
2. The cost at the time of the “Equipment Breakdown” to replace the Covered Property with property of like kind, capacity, size and quality; or
3. The amount you actually spend that is necessary to repair or replace the damaged property.

As respects your Covered Property, if the cost of repairing or replacing only a part of the Covered Property is greater than:

1. The cost of repairing the Covered Property; or
2. The cost of replacing the entire Covered Property on the same site,

We will pay the lesser amount.

The repair parts or replacement Covered Property must be:

1. Of like kind, capacity, size and quality; and
2. Used for the same purpose.

“Equipment Breakdown” coverage does not extend beyond the “Residence Premises”, except as provided under the Additional Coverage for Off-Premises Coverage section.

#### **Green Environmental and Efficiency Improvements**

If Covered Property requires repair or replacement due to an “Equipment Breakdown”, we will pay:

1. The additional cost to repair or replace that property with

equipment that is better for the environment, safer, or more efficient than the equipment being repaired or replaced.

2. The additional reasonable and necessary fees incurred by the Insured for an accredited professional certified by a "Green Authority" to participate in the repair or replacement of physically damaged Covered Property as "Green".
3. The additional reasonable and necessary cost incurred by the Insured for certification or recertification of the repaired or replaced Covered Property as "Green".
4. The additional reasonable and necessary cost incurred by the Insured for "Green" in the removal, disposal or recycling of damaged Covered Property.
5. The Loss of Use or Additional Living Expenses (if covered by the underlying policy) during the additional time required for repair or replacement of Covered Property, consistent with "Green", in the coverages above.

However, we will not pay more than 150% of what the cost would have been to repair or replace such property with like kind and quality inclusive of fees, costs, and any loss of use loss incurred as stated above.

These Conditions will be part of, and not an addition to, the limit of liability per loss or any other sub-limits of this Policy.

## **HOME FOOD FREEZER & FOOD SPOILAGE FLOATER - FORM 2060**

If the Coverage Summary Page indicates Form 2060 applies, we cover the following property of the Insured while on the premises.

1. The insured food freezer against all risks of direct physical loss or damage, except as hereinafter provided;
2. The insured frozen foods against spoilage caused by power failure, accidental disconnection or mechanical breakdown of the food freezer described on the Coverage Summary Page, except as hereinafter provided.

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

We do not insure:

1. loss or damage as stated in the "**Loss or Damage Not Insured**" section of the General Conditions;
2. loss or damage to the insured freezer by:
  - a. Dampness of atmosphere, extremes of temperature, deterioration, contamination, vermin, insects, inherent vice or latent defect, rust or corrosion, mould, marring or scratching unless such loss or damage is caused directly by fire, windstorm, hail, lightning, explosion, riot or civil commotion, impact by aircraft, spacecraft or vehicles, vandalism or malicious mischief, theft or attempt thereat;
  - b. Mechanical breakdown;
  - c. Accidental disconnection.
3. loss or damage to insured frozen food caused by:
  - a. Improper or faulty wrapping, packing or handling;
  - b. Natural spoilage;

**Deductible** - No deductible applies to this coverage unless stated on the Coverage Summary Page.

**Basis of Claim Payment** - Any insured loss or damage will be settled on an Actual Cash Value basis.

## **IDENTITY THEFT ENDORSEMENT - FORM 2021**

### **Insuring Agreement**

If the Coverage Summary Page indicates that Form 2021 applies, coverage is extended to include reimbursement of costs you actually incur resulting from Identity Fraud as defined and limited herein.

### **Definitions**

“**You**” and “**your**” in this wording have the same meaning as in the Definitions applicable to Section 1 of the policy to which this endorsement attaches.

“**Identity Fraud**” means the act or acts of knowingly transferring or using, without lawful consent or authority, your means of identity which constitutes a violation of any federal, provincial, territorial or municipal law.

“**Identity Fraud Occurrence**” means any act or series of acts of “Identity Fraud” by a person or group which results in an insured loss during the policy period.

**All other definitions applicable to the policy to which this endorsement is attached are applicable.**

### **Coverage**

We insure, to a maximum of \$25,000 (or such other amount as may be shown on the Coverage Summary Page) in total during the term of this policy, the following reasonable costs and expenses incurred you as a result of an Identity Fraud Occurrence:

1. Reasonable costs associated with registered mail to businesses, law enforcement agencies, financial institutions, credit agencies and similar credit grantors.
2. Fees for the re-application of loans which had been declined as a result of incorrect or erroneous information;
3. The reasonable costs or expenses (including mileage, associated parking costs, taxi cab fees or public transit fees) incurred for notarizing affidavits for financial institutions, credit agencies, credit grantors or similar lenders.
4. The reasonable costs or expenses (including mileage, associated parking costs, taxi cab fees or public transit fees) incurred for notarizing affidavits for law enforcement agencies.
5. Long distance telephone expenses to discuss an actual Identity Fraud Occurrence to businesses, law enforcement agencies, financial institutions, credit agencies and similar credit grantors.
6. Earnings lost resulting from necessary time away from your employment for the purposes of completing affidavits and meeting with credit agencies, similar credit grantors, law enforcement departments, financial institutions, merchants and legal counsel, up to \$300 per day to a maximum amount

of \$3000.

7. Reasonable costs, fees or expenses associated with the replacing of Canadian or Provincial Government issued documents as a result of an Identity Fraud Occurrence.
8. Reasonable legal fees incurred directly as a result of an Identity Fraud Occurrence, with prior notice to us for:
  - a. The removal of any criminal or civil judgments wrongly entered against you.
  - b. To challenge the information in your consumer credit report.
  - c. The defense of lawsuits brought against you by businesses or their collection agencies.
9. Reasonable costs of obtaining up to two credit reports after an Identity Fraud Occurrence has been reported to us, for a period of up to 12 months from the date of the reporting of the occurrence, but not limited by the expiry date of the policy.
10. Fraudulent transfer or removal of funds from internet accessed bank accounts.

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

We do not insure:

1. your fraudulent, dishonest, or criminal acts;
2. your own use of your identity or credit;
3. your commercial or business pursuits;
4. your intentional misuse of your identity or credit;
5. fraudulent, dishonest, criminal or intentional misuse of your identity by any resident of your household;

Nor do we insure the following:

6. Any losses covered under the Credit Card, Automated Teller Card, Forgery and Counterfeit Money coverage already available in the underlying policy;
7. Any losses covered by credit card insurance, bank insurance or other coverage available to you. This endorsement will be secondary with other insurance being primary. This endorsement will only apply once the other insurance available to you has been exhausted.

**Deductible** - No deductible applies to this coverage.

### **Additional Conditions**

1. In addition to the requirements outlined on the policy to which this endorsement attaches, you are required to contact your local law enforcement agency of an Identity Fraud Occurrence.
2. You must comply with all terms and requirements stipulated with the issuance of any bank or credit card including secure storage of PINs (Personal Identification Numbers) and personal information.
3. All costs incurred which are submitted for payment under this endorsement must be directly and solely as a result of the fraudulent use of your credit or identity, and/or the process subsequently required to restore your credit history or to contact merchants, financial institutions, or similar credit grantors and credit agencies relating to the theft of your



identity or to a fraud perpetrated against you;

4. If you do not comply with 2 above, you will not be entitled to any coverage under this endorsement, and if any of your costs do not directly and solely result from the use or process described in 3 above, you will not be entitled to reimbursement for them.

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions, statutory and additional conditions to which this form is attached apply.

### **MISCELLANEOUS PROPERTY FLOATER (NAMED PERILS / BURGLARY) - FORM 2065**

If the Coverage Summary Page indicates Form 2065 applies, we insure the property described against direct loss or damage caused by the Insured Perils listed below:

1. **Fire, lightning or smoke;**
2. **Explosion**, except explosion originating in internal combustion engines;
3. **Windstorm or hail;**
4. **Collision** or overturning of a conveyance on which the insured property is being transported including collapse of bridges and culverts;
5. **Impact** by aircraft or motor vehicles other than motor vehicles owned or controlled by you or your employees;
6. **Riot, Vandalism or Malicious Acts;**
7. **Burglary.**

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

We do not insure:

1. loss or damage as stated in the "**Loss or Damage Not Insured**" section of the General Conditions;
2. loss or damage caused by or resulting from delay, loss of market or loss of use;
3. loss or damage occasioned by breakage of glass or articles of a fragile nature, unless caused by fire, lightning, theft and or attempted theft, windstorm, "Flood", explosion, malicious acts, aircraft damage or collision, derailment or overturn of conveyance, unless endorsed hereon;
4. loss or damage occasioned by theft or pilferage of the insured property when left in automobiles or other conveyances unless such loss or damage be a direct result of violent forcible entry (of which there shall be visible evidence), from a fully enclosed body, the doors and windows of which shall have been securely locked, or from a compartment which shall have been securely locked. It is understood and agreed, however, that the foregoing shall not apply when the insured property is in the custody of a common carrier.

## **Property Not Insured**

We do not insure:

1. Property whilst waterborne, except that while the property insured is being transported on any regular ferry or is in or on railway cars or transfers in connection therewith, this Policy insures against direct physical loss or damage to the property insured caused by the Stranding, Sinking, Burning, or Collision of the vessel, including General Average and Salvage Charges;
2. Tires, tubes or rubber tracks unless the loss or damage is caused by fire or theft or is coincident with other loss or damage insured by this Policy;
3. Currency, money, notes, stamps, securities, passports, railroad or other tickets, evidence of debt or title;
4. Furs, garments trimmed with fur, jewels, jewellery, watches, pearls, precious and semi-precious stones, gold, silver, platinum and other precious metals and alloys;
5. Any camera or equipment designed for aerial photography, while in or on any aircraft, unless endorsed hereon;
6. Property at locations which to the knowledge of the insured, are vacant, unoccupied or shut down for more than thirty (30) consecutive days.

**Co-Insurance Clause** - This Insurer shall not be liable for a greater proportion of any loss or damage to the property described herein than the sum insured bears to 100% of the Actual Cash Value of said property at the time such loss shall happen. If the insurance under the Policy be divided into two or more items, the foregoing shall apply to each item separately.

**Territorial Limits** - This Policy insures only within Canada and the Continental United States of America.

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

**Basis of Claim Payment** - Any insured loss or damage will be settled on an Actual Cash Value basis.

## **MISCELLANEOUS PROPERTY FLOATER (NAMED PERILS / THEFT) - FORM 2070**

If the Coverage Summary Page indicates Form 2070 applies, all the coverages from Form 2065 apply, except peril 7, "Burglary", is deleted and replaced with the following:

### **7. Theft.**

All other terms and conditions of Form 2065 are applicable to this coverage.

## **MISCELLANEOUS PROPERTY FLOATER (ALL RISK) - FORM 2071**

### **Insured Perils**

If the Coverage Summary Page indicates Form 2071 applies, we insure the property described against all risks of direct physical loss or damage from any external cause subject to the exclusions and conditions listed below:

**Territorial Limits** - This Rider covers only within Canada and the Continental United States of America.

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

We do not insure:

1. loss or damage as stated in the "**Loss or Damage Not Insured**" section of the General Conditions;
2. loss or damage caused by or resulting from delay, loss of market or loss of use;
3. loss or damage caused by short circuit or other electrical injury or disturbance, exclusive of lightning to electrical appliances, devices or other electrically operated property or wiring unless fire or explosion ensues and then for the loss or damage by fire or explosion only;
4. loss or damage occasioned by breakage of glass or articles of a fragile nature, unless caused by fire, lightning, theft or attempted theft, windstorm, "Flood", explosion, malicious acts, aircraft damage or collision, derailment or overturn of conveyance, unless endorsed hereon;
5. loss or damage occasioned by theft or pilferage of the insured property when left in automobiles or other conveyances unless such loss or damage be a direct result of violent forcible entry (of which there shall be visible evidence), from a fully enclosed body, the doors and windows of which shall have been securely locked, or from a compartment which shall have been securely locked. It is understood and agreed, however, that the foregoing shall not apply when the insured property is in the custody of a common carrier.

### **Property Not Insured**

We do not insure:

1. Tires, tubes or rubber tracks unless the loss or damage is caused by fire or theft or is coincident with other loss or damage insured by this Policy;
2. Currency, money, notes, stamps, securities, passports, railroad or other tickets, evidence of debt or title;
3. Furs, garments trimmed with fur, jewels, jewellery, watches, pearls, precious and semi-precious stones, gold, silver, platinum and other precious metals and alloys;
4. Any camera or equipment designed for Aerial Photography, while in or on any aircraft, unless endorsed hereon;
5. Property at locations which to the knowledge of the insured, are vacant, unoccupied or shut down for more than thirty (30) consecutive days.

**Deductible** - We are responsible only for the amount by which the loss or damage caused by any of the Insured Perils exceeds the

amount of the deductible shown on the Coverage Summary Page in any one occurrence.

**Co-Insurance Clause** - This Insurer shall not be liable for a greater proportion of any loss or damage to the property described herein than the sum insured bears to 100% of the Actual Cash Value of said property at the time such loss shall happen. If the insurance under the Policy be divided into two or more items, the foregoing shall apply to each item separately.

## **MISCELLANEOUS PROPERTY OTHER THAN BUILDINGS (FIRE ONLY) - FORM 2075**

If the Coverage Summary Page indicates Form 2075 applies, we insure the property listed on the Coverage Summary Page against direct physical loss or damage caused by the perils of **Fire, Lightning or Explosion** of natural, coal or manufactured gas.

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

**Basis of Claim Payment** - Any insured loss or damage will be settled on an Actual Cash Value basis.

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

We do not insure:

1. loss or damage as stated in the "**Loss or Damage Not Insured**" section of the General Conditions.

## **MOTORIZED VEHICLE FLOATER - FORM 2055**

If the Coverage Summary Page indicates Form 2055 applies, we insure your motorized vehicle listed on the Coverage Summary Page against all risks of direct physical loss or damage from any external cause subject to the terms and conditions set out below.

**Territorial Limits** - This insurance covers only within Canada and the Continental United States.

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

We do not insure:

1. loss or damage caused by or resulting from any repairing, adjusting, servicing or maintenance operation, unless fire or explosion ensues and then only for the loss or damage by such ensuing fire or explosion;
2. loss or damage as stated in the "**Loss or Damage Not Insured**" section of the General Conditions.

**Limitation of Use** - This insurance shall be null and void if the insured property:

1. is rented, or
2. is licensed or is subject to motor vehicle registration; or
3. is operated in any official race or speed test.

**Additional Acquisition Clause** - In the event the insured

property is disposed of by the Insured during the term of this policy, the Insurer agrees to hold covered similar property acquired in replacement thereof for a period not exceeding 30 days from the date of acquisition and to an amount not exceeding the limit of liability on the property disposed of or the invoice cost of the newly acquired property, whichever is less.

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

**Basis of Claim Payment** - Any insured loss or damage will be settled on an Actual Cash Value basis.

### **NO SOLID FUEL HEAT WARRANTY - FORM 2130**

If the Coverage Summary Page indicates that Form 2130 applies, it is herewith warranted that there is no Solid Fuel Heat in the Dwelling or Detached Private Structure (unless otherwise indicated on the Coverage Summary Page). Any loss or damage caused by or resulting from a Solid Fuel Heating Appliance in the Dwelling or Detached Private Structure is excluded by this policy (unless otherwise indicated on the Coverage Summary Page). A fireplace designed primarily for aesthetic or recreational use is not considered solid fuel heat for the purpose of this clause.

### **PERSONAL ARTICLES FLOATER - FORM 2025**

If the Coverage Summary Page indicates Form 2025 applies, we insure your Personal Articles listed on the Coverage Summary Page against all risks of direct physical loss or damage from any external cause to the terms and conditions below.

The Insurer may elect to repair any damaged articles or replace any lost or damaged article with another of like quality and value.

**Territorial Limits** - This Rider covers while in all situations except as herein provided, but only while the Insured's principal residence is maintained within Manitoba or Saskatchewan.

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

We do not insure:

1. Loss or damage as stated in the "**Loss or Damage Not Insured**" section of the General Conditions.

**Stamp and Coin Collection Valuation Clause** - Except with respect to any single article specifically itemized herein, the liability of the Insurer for any stamp or coin collection shall not exceed the proportion that the amount of insurance provided on such collection bears to its cash market value at the time of loss, provided that in no event shall the Insurer be liable for more than \$250 on any single article of such collection.

"Single article" as used herein shall mean any one stamp, coin or other individual article or pair, strip, block, series, sheet, cover, frame, card or the like.

**Musical Instruments/Photography Equipment** - In regard to Musical Instruments/Photography Equipment it is warranted that

the Insured is not and will not be engaged in using for remuneration any musical instrument or item of photography equipment insured hereunder during the term of this Policy unless indicated on the Coverage Summary Page.

**Additional Acquisitions** - When an item is insured by this Rider, additional articles falling within the same class acquired by the Insured as owner during the policy period shall be covered automatically by this Rider for 30 days from date of acquisition. At the end of the 30 day period, this Rider shall cease to cover such additional articles UNLESS the Insured has reported and insured them with the Insurer and paid the premium thereon from date of acquisition at pro-rata of the policy rate.

In no event shall the liability of the Insurer under this clause exceed the actual cash value of the property, nor more than \$5,000 whichever is the less. "Insured" in this paragraph means the named Insured or, if of the same household, his or her spouse or his, her or their unmarried children.

**Deductible** - No deductible applies to this coverage unless stated on the Coverage Summary Page.

**Basis of Claim Payment** - Any insured loss or damage will be settled on an Actual Cash Value basis.

## **PERSONAL COMPUTER FLOATER - FORM 2035**

If the Coverage Summary Page indicates Form 2035 applies, we insure your Personal Computer System listed on the Coverage Summary Page against all risks of direct physical loss or damage from any external cause to the terms and conditions set out below.

### **Definitions**

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

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

**"Media"** means materials on which data is electronically recorded such as, but not limited to, magnetic tapes, diskettes, disk packs and cassettes.

**"Software"** means programs or instructions stored on media.

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

We do not insure:

1. the cost of gathering or assembling information or data;
2. property rented to others;
3. loss or damage caused by or resulting from electric or magnetic injury, disturbance, or erasure of electronic recordings except by lightning;
4. loss or damage as stated in the **"Loss or Damage Not Insured"** section of the General Conditions.

### **Basis of Claim Payment**

1. We will pay up to the amount shown for each item in the Schedule of Articles Insured. Claims for loss or damage will

be settled on the basis of Replacement Cost provided that:

- a. the property at the time of loss was useable for its original purpose; and
  - b. you have repaired or replaced the property promptly.
2. Otherwise the basis of claim settlement will be the Actual Cash Value at the date of the occurrence.

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

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

**Special Conditions** - Replacement Articles - If, following payment of a claim, you acquire any articles to replace those which were lost or damaged, you must tell us within 30 days.

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

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

## **RENT OR RENTAL VALUE FORM - FORM 2110**

If the Coverage Summary Page indicates Form 2110 applies, we insure your loss of Rental Income as follows:

**Limit of Insurance** - The limit of insurance stated in the Coverage Summary Page is the limit on the rent and rental value of the building(s) and its additions and extensions communicating and in contact therewith but only while occupied, constructed and situated as described in the Coverage Summary Page.

**Co-Insurance Clause** - It is part of the consideration of this Rider, and the basis upon which the rate of premium is fixed, that the Insured shall maintain insurance concurrent in form with this insurance to the extent of at least the percentage shown in the Coverage Summary Page of the annual “gross rent and rental value” herein defined of the building(s) described in the Coverage Summary Page and that failing to do so, the Insured shall be a co-insurer to the extent of an amount sufficient to make the aggregate insurance equal to the percentage shown in the Coverage Summary Page of the annual “gross rent and rental value” of the building(s) described in the Coverage Summary Page and, in that capacity, shall bear his, her or their proportion of any loss that may occur.

**Measure of Recovery** - The measure of recovery in the event of loss hereunder shall be the reduction in “gross rent and rental value” directly resulting from being unoccupied solely and directly due to destruction or damage by the perils insured against to the building(s) described in the Coverage Summary Page, less charges and expenses which do not necessarily continue during the period the building(s) is so unoccupied, for not exceeding such length of time as would be required with the exercise of due diligence and

dispatch to rebuild, repair or replace such part of the building(s) described in the Coverage Summary Page as has been destroyed or damaged, commencing with the date of such destruction or damage and limited to a period of twelve consecutive calendar months from the date of such destruction or damage, but not exceeding the actual loss sustained by the Insured resulting from the building(s) being unoccupied.

**Gross rent and rental value** - For the purposes of this insurance, "Gross Rent and Rental Value" is defined as the sum of:

1. the actual total annual gross rent or rental value of the occupied portion or portions of the building(s);
2. the estimated annual rental value of the unoccupied portion or portions of the building(s); and
3. a fair rental value of the portion, if any, of the building(s) occupied by the Insured.

**Interruption by Civil Authority** - This Rider is extended to include the actual loss as covered hereunder during the period of time, not exceeding two weeks, while access to the described premises is prohibited by order of civil authority but only when such order is given as a direct result of damage to neighbouring premises by a peril insured against.

**Additional Exclusions** - This Insurer shall not be liable for:

1. any increase of loss due to interference at the described premises by strikers or other persons, with rebuilding, repairing or replacing the property;
2. loss due to the suspension, lapse or cancellation of any lease or license or contract which may affect the Insured's rent or rental value after the period following any loss during which indemnity is payable;
3. loss or damage as stated in the "**Loss or Damage Not Insured**" section of the General Conditions.

## **RENTED CONDOMINIUM UNIT ENDORSEMENT - FORM 2135**

If the Coverage Summary Page indicates Form 2135 applies, it is understood and agreed that Coverage C, Section 2, Personal Property **away from premises**, as described in the Condominium Unit Owner's Package Form is deleted in its entirety.

It is further understood and agreed that under **Perils Insured**, Item #12, **theft, including damage caused by attempted theft** is deleted in its entirety except for refrigerators, stoves, freezers, automatic dishwashing equipment, laundry washers and dryers.

All other conditions and limitations of the policy remain the same.

## **RESIDENCE GLASS ENDORSEMENT - FORM 2100**

If the Coverage Summary Page indicates Form 2100 applies, the insurance provided on the Dwelling Building(s) insured under this policy is herewith extended to include direct loss or damage caused by glass breakage, meaning loss to glass constituting a part of the



building(s) insured. The insurance provided by this Endorsement includes:

1. All storm windows and storm doors belonging to the premises whether installed or not;
2. Resulting damage to frames immediately encasing and contiguous to the insured glass;
3. Temporary installations necessitated by unavoidable delays in replacing any damaged glass insured hereunder;
4. Removing and replacing obstructions to the replacement of any damaged glass insured hereunder.

**Losses Excluded** - We shall not be liable hereunder for loss or damage:

1. occurring while a building in which the insured glass is located is under construction or "Vacant" irrespective of any permission elsewhere on the policy;
2. loss or damage as stated in the "**Loss or Damage Not Insured**" section of the General Conditions.

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

## **SEWER BACK-UP / WATER DAMAGE - FORM 2080**

If the Coverage Summary Page indicates that Form 2080 applies, you are insured against direct loss or damage to your property caused by water and/or sewage entering your dwelling as a result of the accidental backing up or escape of water and/or sewage from a sewer, sump pit or septic tank.

We do not insure loss or damage:

1. occurring where the sump pit is located outside the foundation or basement walls of the dwelling;
2. caused by water below the surface of the ground, including water which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors or through doors, windows or any other openings;
3. caused by surface water, tidal waves, rain or overflow of streams or other bodies of water;
4. caused directly or indirectly by "Flood" which contributes concurrently with or in any other sequence to damage;  
Nor do we insure loss or damage caused by the backing up or escape of water and/or sewage if the loss occurs:
  - a. less than 72 hours before "Flood" reaches your "Premises";
  - b. while "Flood" is present on your "Premises"; or
  - c. up to 72 hours after "Flood" leaves your "Premises".
5. occurring while the dwelling is under construction or "Vacant", even if we have given permission for construction or vacancy elsewhere in this policy;
6. as stated in the "**Loss or Damage Not Insured**" section of

the General Conditions.

This coverage extends to students, as defined and limited in the definition of “you”, “your” and “insured”.

This coverage also extends to include Additional Living Expenses, as defined and limited under Coverage D – Additional Living Expenses elsewhere in this booklet in the event of an insured Sewer Back-up loss. This is not an additional amount of insurance.

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

## **SINGLE INCLUSIVE LIMITS ENDORSEMENT - FORM 2015**

If the Coverage Summary Page indicates Form 2015 applies, and the amount of insurance stated on the Coverage Summary Page for any of **SECTION 1** Coverages A, B, C or D is inadequate to satisfy your loss, you may apply the unused amounts of insurance remaining under Coverages A, B, C or D until the total amounts of insurance under these coverages become exhausted.

If the Guaranteed Rebuilding Cost Endorsement – Form 2175 also applies, the Coverage A limit shown on the Coverage Summary Page is subtracted from the Single Limit and any loss on Coverage B, C or D will be paid up to the remaining portion of the Single Limit.

All other terms and conditions remain unchanged.

## **SPORTS EQUIPMENT FLOATER - FORM 2045**

If the Coverage Summary Page indicates Form 2045 applies, we insure your Sports Equipment listed on the Coverage Summary Page against all risks of direct physical loss or damage from any external cause to the terms and conditions set out below.

We also insure your other clothing while contained in a locker or clubhouse building when you are engaged in a sporting activity for which an amount of insurance is indicated on the Coverage Summary Page.

**Territorial Limits** - This Rider covers only within Canada and the Continental United States of America.

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

We do not insure:

1. property rented to others or held for sale;
2. watercraft of any kind and/or their equipment;
3. furs, watches and jewellery;
4. midget automobiles meaning land motor vehicles of the type commonly referred to as a “Midget Automobile”, “Kart”, “Go-Kart”, “Speedmobile”, motorized snow vehicle, or by a comparable name, whether commercially built or otherwise;
5. accidental breakage while in use;
6. golf balls, except for the perils of fire and burglary;
7. loss or damage as stated in the “**Loss or Damage Not Insured**” section of the General Conditions.

### **Accidental Breakage Option**

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

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

**Basis of Claim Payment** - Any insured loss or damage will be settled on an Actual Cash Value basis.

### **UNDERGROUND SERVICE LINE ENDORSEMENT – FORM 2131**

If the Coverage Summary Page indicates that Form 2131 applies, you are insured against direct physical damage to “Underground Service Lines” caused by “Service Line Failure” as defined and limited below.

**Limit of Insurance** – The most we will pay for loss, damage or expense under this endorsement arising from any “One Underground Service Lined Failure” is the amount shown on the Coverage Summary Page.

**Extensions** – The insurance provided by this Endorsement includes the following extensions, all within the Limit of Insurance:

**1. Excavation Costs**

With respect to an “underground service line” that is damaged as a result of an “underground service line failure”, we will pay the necessary and reasonable excavation costs required to repair or replace the damaged “underground service line”.

**2. Loss of Use**

If a covered loss under the endorsement makes your “Dwelling” uninhabitable, coverage is extended to (1) Additional Living Expense and (2) Fair Rental Value under Coverage D – Additional Living Expenses.

**3. Expediting Expenses**

With respect to your “underground service line” that is damaged as the result of a “service line failure” we will pay the reasonable extra cost to:

- a. Make temporary repairs; and
- b. Expedite permanent repairs or permanent replacement.

**4. Outdoor Property**

We will pay for your outdoor property, including but not limited to trees, shrubs, plants, lawns, walkways and driveways that are damaged as a result of a “service line failure”.

**5. Environmental, Safety and Efficiency Improvements**

If an “underground service line” requires replacement due to a “service line failure”, we will pay your additional cost to replace with materials that are better for the environment, safer or more efficient than the materials being replaced. However, we will not pay more than 150% of what the cost would have been to replace with like, kind and quality.

We will only pay under these Extensions if there is a covered

“Underground Service Line Failure”.

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

**Definitions** – For the purposes of this endorsement only, the following definitions are added:

**“Earth Movement”** means:

1. Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
2. Landslide, mudslide or mudflow;
3. Subsidence or sinkhole collapse;
4. Tsunami or volcanic action; or
5. Any other naturally occurring earth movement including earth sinking, rising.

**“One Underground Service Line Failure”** means if an initial “underground service line failure causes other “underground service line failures”, all will be considered one underground service line failure.

**“Underground Service Line”** means underground piping and wiring, including permanent connections, valves or attached devices as described below.

1. Underground Service Line must be one of the following:
  - a. Water piping that connects from the “Dwelling” or other “Detached Private Structure” (excluding Farm Buildings) to a:
    - i. Public water supply system;
    - ii. Private well system;
    - iii. Cistern or retention pond; or
    - iv. Heating system that is located in a “Detached Private Structure”, other than the “Dwelling”;
  - b. Steam piping that connects from the “Dwelling” or “Detached Private Structure” to a heating system that is located outside the “Dwelling” or “Detached Private Structure”;
  - c. Ground loop piping that connects to a heat pump or geothermal heating system (excluding the heat pump or geothermal system itself);
  - d. Sewer piping that connects from the “Dwelling” or “Detached Private Structure” to a:
    - i. Public sewer system; or
    - ii. Private septic system (excluding the septic system itself)
  - e. Drain piping that drains water away from the “Dwelling” or “Detached Private Structure”;
  - f. Power lines or electrical wiring; or
  - g. Communication or data transmission wiring, including but not limited to telephone, cable, internet or fiber optic wiring.
2. Underground Service Line must be:
  - i. Located on the “Premises”; and
  - ii. Owned by “you” or “you” must be legally liable

for its repair or replacement.

3. Underground Service Line does not include:
  - i. That part of piping or wiring that runs through or under a body of water, including but not limited to a swimming pool, pond or lake;
  - ii. That part of piping or wiring that runs through or under the "Dwelling" or "Detached Private Structure";
  - iii. Piping that is connected to outdoor property, including but not limited to sprinklers, irrigation systems, swimming pools, hot tubs and decorative ponds;
  - iv. Piping or wiring that is not connected and ready for use;
  - v. Piping or wiring that is connected to any building other than a "Dwelling" or "Detached Private Structure".

**"Underground Service Line Failure"** means a leak, break or tear, rupture, collapse or arcing of an "underground service line". Underground Service Line Failure does not include blockage from any cause (including tree roots), freezing, low pressure of an "underground service line" or any other failure that is not a leak, break, tear, rupture, collapse or arcing.

**Loss or Damage Not Insured:**

1. We will not pay for loss or damage to:
  - a. Septic systems including leach fields, septic tanks, pumps, motors or piping that runs from the septic tank to the leach fields;
  - b. Water wells, including pumps or motors;
  - c. Heating and cooling systems, including heat pumps and geo-thermal systems;
  - d. "underground service lines" connected to any Farm Building;
  - e. "Underground service lines" connected to any outdoor hot water heating system;
  - f. Irrigation or sprinkler systems;
  - g. An "underground service line" that is damaged while it is being installed, dismantled or repaired. However, this exclusion shall not apply of a covered "underground service line failure" necessitated such installation, dismantling or repair; or
  - h. Clean up or removal of pollutants, hazardous waste or sewage.
2. We will not pay for loss or damage caused by or resulting from any of the following causes of loss:
  - a. "Specified Perils"
  - b. Freezing;
  - c. "Flood", surface waters, all whether driven by wind or not; or the backing up or escape of water from a sewer, sump or septic tank; or
  - d. "Earth Movement"
3. Loss or damage as stated in the **"loss or damage not**

**insured**" section of the General Conditions (unless otherwise indicated in this endorsement).

### **Special Conditions**

For the purposes of this endorsement only, the following exclusions in your policy do not apply:

1. Wear and tear, gradual deterioration, marring, deterioration or hidden decay;
2. Rust or other corrosion;
3. Mechanical breakdown, latent defect or inherent vice;
4. Weight of equipment, animals or people; or
5. Artificially generated electrical current

### **Basis of Claim Payment**

The amount we will pay for damaged covered property will be in the least of:

1. The limit of insurance that applies to this endorsement;
2. The cost to repair the damaged property;
3. The cost to replace the damaged property on the same "Premises"; or
4. The necessary amount actually spent to repair or replace the damaged property.

Except as described in environmental, safety and efficiency improvements above, we are not responsible for the extra cost of replacing damaged property with property of a better kind of quality or of a different size or capacity.

In determining the cost of repairs or replacement, we will not pay or include the increased cost to alter or relocate "underground service lines", unless such alteration or relocation is required by law or ordinance.

Except as provided in this endorsement, all terms, conditions and provisions of the policy to which this endorsement is attached shall have full force and effect.

### **VACANCY PERMIT (A) - FORM 2115**

If the Coverage Summary Page indicates Form 2115 applies, coverage is amended as follows:

In consideration of the additional premium charged, if any, permission is hereby granted for the building or buildings described on the Coverage Summary Page to be "Vacant" or unoccupied for the period of time indicated on the Coverage Summary Page.

It being a further condition to the granting of this permit that the doors and windows shall be securely locked, and that all rubbish shall be removed from within and about said buildings and premises, and that the building shall be under the supervision and care of some competent person during the term of vacancy, otherwise this policy is null and void. It is understood and agreed that this permission shall not modify or affect any limitations as to vacancy or non-occupancy elsewhere in this policy. Optional Loss Settlement Clause is not applicable to "Vacant" buildings.

## VACANCY PERMIT (B) - FORM 2120

If the Coverage Summary Page indicates Form 2120 applies, the amount of payment shall not exceed two-thirds of the amount we would otherwise have paid, had the property not been "Vacant".

All other terms and conditions of Vacancy Permit A also apply to Vacancy Permit B. Optional Loss Settlement Clause is not applicable to "Vacant" buildings.

## BASIS OF CLAIM PAYMENT – (APPLICABLE TO SECTION I - PROPERTY COVERAGES)

We will pay for insured loss or damage up to your financial interest in the property, but not exceeding the applicable amount(s) of insurance for any loss or damage arising out of one occurrence.

**The basis of claim payment in all cases shall be Actual Cash Value (as defined below) unless otherwise specifically indicated.**

It is understood between the Insurer and Insured that if compensation becomes payable before the entire policy premium has been paid, the portion of the premium remaining unpaid shall be deducted from the amount of the compensation payable.

If you qualify for a tax credit as the result of a claim payment, the claim payment will be reduced by an amount equal to the tax credit.

**Actual Cash Value** means the cost at the time of loss to repair or replace your "dwelling" or "personal property" less depreciation. In determining depreciation, we will consider, but are not limited to the age, condition, resale value, obsolescence, and normal life expectancy of the property at the time of the loss.

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

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

If your claim involves property at more than one location, separate deductibles will apply at each location.

**Deductible Waiver** - Applies only to: Standard Form Packages – 991; Broad Form Packages – 992; and Comprehensive Form Packages – 993 - The deductible shown on the Coverage Summary Page will be waived **on fire claims only** if the insured value of the claim is greater than \$25,000, or 5 times the deductible for the applicable coverage (whichever is greater), unless otherwise indicated on the Coverage Summary Page.

**Limited Roof Coverage** – Any direct loss or damage to the roof surfacing of the Dwelling and/or Detached Private Structure caused by Windstorm or Hail will be settled on an Actual Cash Value (depreciated) basis if any of the following conditions apply:

1. The Coverage Summary Page indicates Limited Roof Coverage applies or;

2. The asphalt and/or fiberglass roof surfacing is older than 25 years, or;
3. The cedar and/or metal roof surfacing is older than 40 years.

**Obsolescence Clause** - We will not pay for increased costs that result when you cannot repair or replace your “dwelling” or “personal property” because materials or parts are unavailable, obsolete, or outmoded. We will pay on the basis of building materials, craftsmanship, methods of construction and parts currently available and accepted as “standard”.

**Optional Loss Settlement Clause (Dwelling Building and Detached Private Structures)** If you repair or replace the damaged or destroyed building on the same location with a building of the same occupancy constructed with materials of similar quality within a reasonable time after the damage, you may choose as the basis of loss settlement either 1 or 2 below; 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 replacement cost of the damaged building at the date of damage, but not exceeding the actual cost incurred. This means that if the amount of insurance is less than 80% of the replacement cost of your building, you will have to pay part of the loss.
2. The Actual Cash Value of the damage at the date of the occurrence.

**Option (1) is only applicable to Mobile Homes and Seasonal Dwellings on the premises if indicated on the Coverage Summary Page.**

**Option (1) is not applicable to buildings and/or structures designed for business or farming purposes whether occupied, unoccupied or “Vacant”, unless indicated on the Coverage Summary Page.**

**Personal Property** - We will pay the Actual Cash Value of the damage up to the applicable amount of insurance, unless otherwise indicated.

**Reinstatement** - Any loss or damage shall not reduce the amounts of insurance provided by this policy (unless otherwise stated elsewhere), however the premium for the coverage claimed will be deemed fully earned for the balance of the policy term if the limit of insurance for that coverage has been exhausted.

**Swimming Pool Liners** - The basis of settlement for swimming pool liners will be Actual Cash Value in all situations.

**Unit Improvements and Betterments** - (applicable to Tenants, Life Leases and Condominium Packages) If within a reasonable time after damage, you replace or repair loss or damage to your unit improvements or betterments with materials of similar quality, we will pay for the actual cost of repairs or replacement (whichever is less) without deduction for depreciation.

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



## **ACTUAL CASH VALUE ENDORSEMENT - FORM 2170**

If the Coverage Summary Page indicates Form 2170 applies to specified buildings or portions thereof, coverage is amended as follows: It is herewith understood and agreed that any reference to Replacement Cost or Optional Loss Settlement Clause coverage in the Basis of Claim Payment section of this policy is herewith deleted and it is further understood and agreed that any loss caused by a peril insured by this policy will be settled on an Actual Cash Value basis.

## **DENT CLAUSE - FORM 2195**

If the Coverage Summary Page indicates Form 2195 applies to specified buildings, coverage is amended as follows:

It is herewith understood and agreed that there is no coverage for damage to the metal roof and/or siding of the building(s) caused by hail, whether wind driven or not, unless such cover is punctured thereby.

## **GUARANTEED REBUILDING COST ENDORSEMENT - FORM 2175**

If "Guaranteed Rebuilding Cost Endorsement" is stated on the Coverage Summary Page and the loss or damage to your dwelling exceeds the limit of insurance for Coverage A, we will pay the full cost of repair or replacement of the dwelling, subject to the following conditions.

Guaranteed Rebuilding Cost coverage will only apply if all the following conditions are met:

1. the dwelling was insured to 100% of the estimated Rebuilding Cost, as determined by a home evaluation guide acceptable to us, as of the inception date of the policy or as of a subsequent renewal if required by us;
2. the limit of insurance on Coverage A – Dwelling is not reduced during the policy term below the amount determined by the home evaluation guide;
3. you notify us, within 90 days, of any additions, extensions or other improvements to the principal dwelling which would increase the Rebuilding Cost by 5% or more;
4. the dwelling is replaced on the same site and on a permanent foundation;
5. the dwelling is not "Vacant" at the time of loss;
6. the dwelling is owner occupied at the time of loss;
7. the dwelling will be owner occupied after reconstruction;
8. you have complied with the other Replacement Cost Basis conditions in the Basis of Claim Payment section of the wording.

We will not pay for increased costs that result when you cannot repair or replace your property because materials or parts are

unavailable, obsolete, or outmoded. We will pay on the basis of building materials, craftsmanship and methods of construction currently available and accepted as "standard".

The limits of insurance on Coverage B - Detached Private Structures, Coverage C - Personal Property and Coverage D - Additional Living Expenses are not affected by the Guaranteed Rebuilding Cost coverage and remain unchanged.

#### **Building By-Laws Extension**

We will pay up to an additional 10% of the Limit of Insurance on the Dwelling if you incur additional expenses in repairing or rebuilding the Dwelling to comply with current Building Codes or By-Laws.

#### **Mortgage Rate Guarantee**

1. Coverage is extended to include any increase in mortgage cost, on a monthly basis (including legal fees), required as a result of a total loss to insured Dwelling where the mortgagor at the time of the loss closes the existing mortgage, requiring a new mortgage at a higher, competitive rate of interest.
2. Coverage is for the difference between the mortgage rate of interest in effect at the time of the loss and the new mortgage based on the outstanding mortgage balance at the time of the loss. This amount is payable monthly.
3. This coverage does not apply if the Dwelling is not rebuilt.
4. This coverage will continue for:
  - a. the duration of the existing mortgage period in effect at the time of the loss, until its expiry;
  - b. the Insured relinquishes title or interest in the "Building"(s); or
  - c. sixty (60) consecutive months, Whichever occurs first.

Coverage will cease immediately upon termination of the insurance policy to which this extension applies.

All other policy limitations and conditions remain in effect.

#### **INFLATION GUARD ENDORSEMENT - FORM 2185**

If the Coverage Summary Page indicates Form 2185 applies, we will automatically increase, during the term of this policy, the amounts of insurance applicable to insured Dwellings, Detached Private Structures, Personal Property and Additional Living Expenses by an amount up to but not exceeding:

**1%** - 3 months after the current effective date to date of loss

**2%** - 6 months after the current effective date to date of loss

**3%** - 9 months after the current effective date to date of loss

If the limit of insurance is changed at the request of the Insured during the policy period, the effective date of such endorsement is deemed to coincide with the effective date of such change.

This endorsement is not applicable if the dwelling is "Vacant" at the time of loss.

## **REPLACEMENT COST ON CONTENTS ENDORSEMENT - FORM 2180**

If the Coverage Summary Page indicates that Replacement Cost on Contents Form 2180 is included, we agree to pay any loss under Coverage C - Personal Property - on the basis of Replacement Cost provided that:

1. the property at the time of loss was usable for its original purpose;
2. you have repaired or replaced the property promptly.

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

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

### **Replacement Cost coverage does not apply to:**

1. Property that has not been maintained in good or workable condition;
2. Property no longer in use for its originally intended purpose;
3. Antiques, fine arts, paintings, statuary and similar articles which, by their inherent value, cannot be replaced with a similar article;
4. Articles whose age or history contribute substantially to their value including, but not limited to memorabilia, souvenirs, and collector's items.

### **We will not be liability for any loss under this insurance unless and until actual repair or replacement is completed.**

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

## **SECTION II-LIABILITY COVERAGE - FORM 990**

### **DEFINITIONS (APPLICABLE TO SECTION II)**

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

1. any person or organization legally liable for damages caused by a watercraft or animal owned by you, and to which this insurance applies. This does not include anyone using or having custody of the watercraft or animal in the course of any business or without the owner's permission;
2. any person while performing duties as your residence employee;

3. your legal representative having temporary custody of the insured premises, if you die while insured by this form, for legal liability arising out of the insured premises;
4. any person who is insured by this form at the time of your death and who continues residing on the insured premises.

“**We**” or “**us**” in this Section have the same meaning as in Section I.

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

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

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

“**Jet Propulsion Personal Watercraft**” means jet ski, or other motorized water device, designed as a self-propelled unit used on water. They can be designed to carry the operator only or the operator and one or more passengers.

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

“**Model Aircraft**” – in this Section has the same meaning as in Section I.

“**Occurrence**” means an accident, including continuous or repeated exposure to substantially the same general harmful conditions which result in “bodily injury” or “property damage” neither expected nor intended.

“**Passenger**” means anyone other than the operator, who is in, on, getting onto or alighting from an All-Terrain Vehicle or Jet Propulsion Personal Watercraft.

“**Premises**” in this Section means all premises where the person(s) named as Insured on the Coverage Summary Page, or his or her spouse, maintains a residence. It also includes:

1. other residential premises specified on the Coverage Summary Page, except business property and/or farms;
2. individual or family cemetery plots or burial vaults;
3. “Vacant” land you own or rent, excluding farm land;
4. land where an independent contractor is building a one or two-family residence to be occupied by you;
5. premises you are using or where you are temporarily residing if you do not own such premises as long as you are not the lessee or tenant of the premises under any agreement which is longer than 90 consecutive days;
6. premises in Canada to be occupied by you as your principal residence from the date you acquire ownership or take possession but not beyond the earliest of:
  - a. 60 consecutive days;
  - b. The date the policy expires or is terminated;
  - c. The date upon which specific liability insurance is arranged for such premises.

“**Property Damage**” means damage to, or destruction of, or loss of use of tangible property.

“**Pollutant**” means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapors, soot,

fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

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

“**Unmanned Air Vehicle**” in this Section has the same meaning as in Section I.

### **Coverages**

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

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

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

### **COVERAGE E – LEGAL LIABILITY**

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

We will not pay for punitive or exemplary damages, meaning that part of an award by a court which is in excess of compensatory damages and is stated or intended to be a punishment to you.

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

You are insured for “bodily injury” or “property damage” claims made against you arising from:

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

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

- a. the ownership, use or operation of any all-terrain vehicle or motorized vehicle, trailer or watercraft, except those for which coverage is shown in this form;
  - b. damage to property you own, use, occupy or lease;
  - c. damage to property in your care, custody or control;
  - d. damage to property you sell, give away or abandon;
  - e. damage to personal property or fixtures as a result of work done on them by you or anyone on your behalf;
  - f. bodily injury to you or to any person residing in your household other than a residence employee.
  - g. The personal actions of a named insured who does not reside on the premises described on the Coverage Summary Page, except unnamed students and family members as outlined in the Definition of “You” in Section I – Property Coverages.
2. **Premises Liability** - legal liability arising out of your ownership, use or occupancy of the premises defined in Section II. This insurance also applies if you assume, by a written contract, the legal liability of other persons in relation

to your premises.

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

- a. damage to property you own, use, occupy lease;
- b. damage to property in your care, custody or control;
- c. damage to property you sell, give away or abandon;
- d. damage to personal property or fixtures as a result of work done on them by you or anyone on your behalf;
- e. bodily injury to you or to any person residing in your household other than a residence employee.

3. **Tenant's Legal Liability** - legal liability for property damage to premises, or their contents, which you are using, renting or have in your custody or control provided such property damage is caused by the Insured Perils of this particular policy as described and limited in Section I.

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

4. **Employer's Liability** - legal liability for bodily injury to residence employees arising out of and in the course of their employment by you.

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

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

### **Defense, Settlement, Supplementary Payments**

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

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

1. all expenses which we incur;
2. all costs charged against you in any suit insured under Coverage E;
3. any interest 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 insured 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;
6. reasonable expenses, except loss of earnings, which you incur at our request.

### **Loss Assessment Coverage**

If you are a Condominium Unit owner (including a Bareland Condominium) or reside in a Life Lease unit, we will pay up to a

total of the limit of Coverage E - Legal Liability in any one annual policy term for your share of special assessments if:

1. the assessments are valid under the Condominium Corporation or Life Lease Corporation's governing rules; and
2. the assessments are made necessary by occurrences to which this Section applies.

We will not pay more than \$25,000 for that part of an assessment made necessary by a deductible in the insurance policy of the Condominium Corporation or Life Lease Corporation (or such other amount as may be shown on the Coverage Summary Page).

## **COVERAGE F - VOLUNTARY MEDICAL PAYMENTS**

We will pay reasonable medical expenses incurred within 1 year of the date of the accident, if you unintentionally injure another person or if they are accidentally injured on your premises. This coverage is available even though you are not legally liable. Medical expenses include surgical, dental, hospital, nursing, ambulance service and funeral expenses.

Medical expenses for residence employees are insured.

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

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

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

We will not pay medical expenses of any person covered by any Workers Compensation Statute.

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

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

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

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

## **COVERAGE G-VOLUNTARY PAYMENT FOR DAMAGE TO PROPERTY**

We will pay for unintentional direct damage you cause to property even though you are not legally liable. You may also use this coverage to reimburse others for direct property damage caused intentionally by anyone included in the definition of "you" or "your" in Section II of this form, 12 years of age or under.

You are not insured for claims:

1. resulting from the ownership, use or operation of any motorized vehicle, trailer or watercraft, except those for which coverage is provided by this form;
2. for property you or your tenants own or rent;
3. which are insured under Section I;
4. caused by the loss of use, disappearance or theft of property.

### **Basis of Payment**

We will pay whichever is the least of the following:

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

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.

Within 60 days after the loss, you must submit to us (under oath if required) a proof of loss form containing the following information:

1. the amount, place, time and cause of loss;
2. the interest of all persons in the property affected;
3. the Actual Cash Value of the property at the time of loss.

If necessary, you must help us verify the damage.

## **SPECIAL LIMITATIONS (COVERAGES E, F AND G)**

### **Watercraft**

**Watercraft You Own** - You are insured against claims arising out of your ownership, use or operation of watercraft equipped with an outboard motor or motors of not more than 19 kW (25 HP) in total when used with or on a single watercraft. You are also insured if your watercraft has an inboard or an inboard-outboard motor of not more than 38 kW (50 HP) or for any other type of watercraft not more than 8 metres (26 feet) in length.

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

**Watercraft You Do Not Own** - You are insured against claims arising out of your use or operation of watercraft which you do not own, provided:

1. the watercraft is being used or operated with the owner's consent;
2. the watercraft is not owned by anyone included in the definition of "you" or "your" in Section II of this form;

You are not insured for damage to the watercraft itself.



### **Jet Propulsion Watercraft Extension**

If you own jet propulsion personal watercraft, you are insured only if a liability extension is shown on the Coverage Summary Page. The limit of insurance indicated on the Coverage Summary Page for this extension is the maximum amount we will pay in any one accident or occurrence.

#### **Exclusions applicable to Jet Propulsion Watercraft Extension:**

You are not insured for claims arising from bodily injury or property damage:

1. when the personal watercraft is being operated or controlled by anyone under the age of 16 years;
2. to passengers when the seating capacity, as established by the manufacturer, has been exceeded;
3. resulting from carrying passengers for a fee;
4. when the personal watercraft is being used in a race, speed test or any illicit or prohibited trade or transportation;
5. when the personal watercraft is rented or leased to others;
6. when the personal watercraft is being used or operated in an area where the operation of a jet propelled personal watercraft is restricted or prohibited. This includes designated areas within a lake or at any park.
7. when a personal watercraft is not operated in accordance with Canada Shipping Act regulations governing age and horsepower restrictions and operator competency requirements.

### **Motorized Vehicles**

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

1. self-propelled lawn mowers, snow blowers, garden or yard tractors or implements used or operated mainly on your property, provided they are not used for compensation or hire;
2. motorized golf carts:
  - a. while in use on your "Premises" or at a golf course;
  - b. while in use on private property such as campgrounds or 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;
  - c. while in use on any municipal roadways when permitted by municipal law.

You are not insured for "bodily injury" or "property damage" when the golf cart is:

- a. used on any public roads or highways unless permitted by municipal law;
- b. used for the purposes of carrying passengers for compensation;

- c. operated by any person under the influence of alcohol or any illegal substance.
3. motorized wheelchairs or scooters having more than two wheels and specifically designed for the carriage of a person with a physical disability;
4. toys or hobby items such as "Model Aircraft", or children's battery powered vehicles using no more than a 12 volt battery or that can attain speeds of no more than 8kph (5 mph).

You are not insured against claims arising out of your use or operation of any "Unmanned Air Vehicle".

### **All-Terrain Vehicle Liability Extension - Saskatchewan only**

If you own an All-Terrain Vehicle, you are insured only if a liability extension is shown on the Coverage Summary Page. The limit of insurance indicated on the Coverage Summary Page for this extension is the maximum amount we will pay in any one accident or occurrence.

"All-Terrain Vehicle" means a self-propelled vehicle that:

1. is designed primarily for the movement of people or goods on unprepared surfaces; and
2. has wheels in contact with the ground;

and includes:

3. restricted use motorcycle;
4. a mini-bike; and
5. an all-terrain cycle;

but does not include:

6. a golf cart;
7. a snowmobile as defined in The Snowmobile Act;
8. an agricultural implement or special mobile machine as defined in The Highway Traffic Act; or
9. any vehicle that is required to be registered pursuant to The Highway Traffic Act.

### **Exclusions applicable to All Terrain Vehicle Liability Extension:**

You are not insured for claims arising from bodily injury or property damage while the All-Terrain Vehicle is:

1. being operated in a manner contrary to the provisions of the All-Terrain Vehicles Act (Sask.)
2. being operated or controlled by you while you are under the influence of intoxicating liquor or drugs to such an extent as to be for the time being incapable of proper operation or control of the All-Terrain Vehicle;
3. being operated or controlled by you while your alcohol-blood ratio exceeds 80 milligrams of alcohol in 100 milliliters of blood;
4. carrying passengers for a fee;
5. being used in a race or speed test;
6. rented or leased by you to others;

7. being used for any illicit or prohibited trade or transportation.

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

1. the vehicle is not subject to motor vehicle registration and is designed primarily for use off public roads;
2. you are not using it for business or organized racing;
3. the vehicle is being used or operated with the owner's consent;
4. the vehicle is not owned by anyone included in the definition of "you" or "your" in Section II of this form.

You are not insured for damage to the vehicle itself.

You are not insured against claims arising out of your use or operation of any "Unmanned Air Vehicle".

### **Trailers**

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

### **Business and Business Property**

You are insured against claims arising out of:

1. your work for someone else as a sales representative, collector, messenger or clerk, provided that the claim does not involve injury to a fellow employee;
2. your work as a teacher, provided the claim does not involve physical disciplinary action to a student or injury to a fellow employee;
3. the occasional rental of your residence to others; rental to others of a one or two-family dwelling usually occupied in part by you as a residence, provided no family unit includes more than 2 roomers or boarders;
4. the rental of space in your residence to others for incidental office, school or studio occupancy;
5. the rental to others, or holding for rent, of not more than 3 car spaces or stalls in garages or stables;
6. activities during the course of your trade, profession or occupation which are ordinarily considered to be non-business pursuits;
7. the temporary or part time business pursuits of an insured person under the age of 21 years.

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

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

### **Loss or Damage Not Insured (Coverages E, F & G)**

You are not insured for claims arising from:

1. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
2. bodily injury or property damage which is also insured under a nuclear energy liability policy issued by the Nuclear Insurance Association of Canada, or any other group or pool of Insurers regardless of exhaustion of such policy limits or its termination;
3. your business or any business use of your premises except as specified in this policy;
4. the rendering or failure to render any professional service;
5. bodily injury or property damage caused by any intentional or criminal act or failure to act by:
  - a. any person insured by this policy; or
  - b. any other person at the direction of any person insured by this policy;
6. the ownership, use or operation of any aircraft or premises used as an airport or landing strip, and all necessary or incidental operations;
7. the ownership, use or operation of any "Model Aircraft", unless used in full accordance with current Transport Canada regulations and guidelines;
8. the ownership, use or operation of any "Unmanned Air Vehicle",
9. the ownership, use or operation of any motorized vehicle, trailer or watercraft except those for which coverage is provided in this form;
10. the transmission of or the failure to take steps to prevent the transmission of communicable or sexually transmitted disease by any person insured by this policy,
11. additional residences you own unless shown on the Coverage Summary Page;
12. the use or operation of any watercraft (including Jet Propulsion Personal Watercraft if a liability extension is shown on the Coverage Summary Page), whether owned by you or not, while it is:
  - a. being operated or controlled by you while you are under the influence of intoxicating liquor or drugs to such an extent as to be for the time being incapable of proper operation or control of the watercraft;
  - b. being operated or controlled by you while your alcohol-blood ratio exceeds 50 milligrams of alcohol in 100 milliliters of blood;
  - c. being operated contrary to Canada Shipping Act regulations governing age and horsepower restrictions and operator competency requirements;
13. an animal you own or have owned or for which you are responsible which has been declared under any law, by-law or municipal ordinance to be a dangerous animal;
14. claims made or actions brought against you for bodily injury or

property damage arising out of:

- a. sexual, physical, psychological or emotional abuse, assault, molestation or harassment, including corporal punishment by, at the direction of, or with the knowledge of any person insured by this policy; or
  - b. failure of any person insured by this policy to take steps to prevent sexual, physical, psychological or emotional abuse, assault, molestation or harassment or corporal punishment.
15. the erasure, destruction, corruption, misappropriation or misinterpretation of "data";
  16. erroneously creating, amending, entering, deleting or using "data";
  17. the distribution or display of "data" by means of an Internet website, the internet, an intranet, extranet, or similar device or system designed or intended for electronic communication of "data";
  18. bodily injury or property damage
    - a. arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants:
      - i. at or from the premises owned, rented or occupied by an insured;
      - ii. at or from any site or location used by or for an Insured or others for the handling, storage, disposal, processing or treatment of waste;
      - iii. which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for an Insured or for any person or organization for whom the Insured may be legally responsible; or
      - iv. at or from any site or location on which an Insured or any contractors or subcontractors working directly or indirectly on behalf of an Insured are performing operations:
        - (1) if the pollutants are brought on or to the site or location in connection with such operations; or
        - (2) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the pollutants.
    - b. Any loss, cost or expense arising out of any government direction or request that an Insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

Subparagraph (i) and (iv) (1) of paragraph "a" of this exclusion do not apply to "bodily injury" and "property damage" caused by heat, smoke or fumes from hostile fire. As used in this exclusion, a "hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

19. bodily injury or property damage arising out of the ownership, use or operation of any draft or saddle animal or attached conveyance while being used for any purpose for which you are paid, including riding instruction, renting of horses to others, trail rides and wagon and sleigh rides unless indicated on the Coverage Summary Page;
20. the use of your premises for rodeos, draft or saddle animal races, gymkhana events or similar equestrian activities.

## **CONDITIONS (COVERAGES E, F AND G)**

### **Notice of Accident or Occurrence**

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

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

### **Co-operation**

You are required to:

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

### **Unauthorized Settlements - Coverage E**

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

### **Action Against Us - Coverage E**

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

### **Action Against Us - Coverages F and G**

You shall not bring suit against us until you have fully complied with all the terms of this policy, nor until 60 days after the required proof of loss form has been filed with us.

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

If 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.

## **RESIDENCE CONSTRUCTION LIABILITY EXTENSION - FORM 2190**

If the Coverage Summary Page indicates Form 2190 applies, Section II Liability is extended to include Residence Construction Liability as follows:

It is hereby understood and agreed that, in consideration of the premium shown on the Coverage Summary Page and subject to the Additional Conditions, Limitations and Exclusions herein, the Comprehensive Liability Endorsement to which this rider is attached is extended under Coverage E to include liability arising from the construction of a residence and/or residential outbuildings at the premises named herein or from the ownership, maintenance or use

of the said premises held for the sole purpose of proceeding with such construction.

**Subrogation** - In the event of any payment under this Rider, the Insurer shall be subrogated to all the Insured's rights of recovery therefore against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

**Coverage Period** - The coverage period is until construction is completed, or until the policy expires (whichever occurs first).

**Additional Exclusions** - This Rider excludes insurance against liability arising out of:

1. The Consumption, handling or use of goods or products manufactured, sold, handled or distributed by the Insured if such consumption, handling or use occurs away from the premises of the Insured after the Insured has relinquished possession of the goods or products;
2. Blasting or the collapse of or structural injury to any building or structure due to excavation, moving, shoring, underpinning, raising or removal of any structural supports of any building.

Except where inconsistent therewith, all other terms and conditions remain unchanged.

## POLICY CONDITIONS

With respect to Section II - Liability Coverage that may form a part of this policy, the Insurer and Insured hereby agree that Statutory Conditions 1, 3, 4, 5 and 14 only apply. Otherwise, the Insurer and Insured hereby agree that all of the Conditions set forth under the titles Statutory Conditions and General Conditions apply as Policy Conditions, with respect to all of the perils insured by this policy except as these Conditions may be modified or supplemented by the Forms or Endorsements forming part of this policy.

## GENERAL CONDITIONS

### Loss or Damage Not Insured

We do not insure:

1. loss or damage occurring after the building has been "Vacant" for more than 30 consecutive days (unoccupancy, as is normal to a seasonal dwelling, does not constitute vacancy), unless provided for elsewhere in this policy. Coverage for the perils of "Water Escape, Rupture and Freezing", Escape of Fuel Oil and/or "Vandalism or Malicious Acts" is excluded immediately upon vacancy. To further clarify, occupants are deemed to have moved out (and the property is considered vacant) when they cease to occupy the premises as their usual residence, even in circumstances where they temporarily return thereafter to clean the premises, remove personal property, care for the property, inspect the property or use the property on a casual or intermittent basis;
2. loss or damage caused by a domesticated animal you own or

which is in your care (this exclusion is applicable to Section I – Property only);

3. loss or damage caused by any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
4. loss or damage caused by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
5. buildings and/or structures, and/or their contents used in whole or in part or designed for business or farming purposes whether occupied, unoccupied or “Vacant”, unless indicated on the Coverage Summary Page;
6. losses or increased costs of repair or reconstruction due to the operation of any law regulating the zoning, demolition, repair or construction of buildings and their related services (unless provided for elsewhere in this policy);
7. loss or damage resulting from any intentional or criminal act or failure to act by:
  - a. any person insured by this policy; or
  - b. any other person at the direction of any person insured by this policy;
8. any buildings and/or structures, and any contents, where any building and/or structures, and or contents are used in whole or in part for the cultivation, harvesting, processing, manufacture, distribution or sale of marijuana or any product derived from, or containing, marijuana or any other substance falling within the Schedules of the Controlled Drugs and Substances Act, whether or not the insured is aware of such use of the property and/or whether or not such use of the property causes, in any way, in whole or in part, any loss or damage. This includes any alteration of the premises to facilitate such illegal activity;
9. loss or damage to any building and/or property undergoing any process, including a process involving the application of heat, or while being worked on, where the damage results from such process or work, but resulting damage to other property is insured;
10. loss of or damage to any property illegally imported, acquired, kept, stored or transported;
11. loss or damage to books of accounts and/or evidence of debt or title;
12. loss or damage to any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
13. wear and tear, deterioration, defect or mechanical breakdown, marring or scratching, rust or corrosion, extremes of temperature, freezing (unless provided for elsewhere in this policy), dampness of atmosphere, condensation, wet or dry rot, fungi, mold, spores, decomposition, contamination or “pollution” (unless provided for elsewhere in this policy);
14. loss or damage to buildings and/or contents caused by continuous or repeated seepage or leakage of water;
15. loss or damage to automobiles, motor trucks, motorcycles, midget automobiles, all-terrain vehicles (with three or more



- wheels), snowmobiles, watercraft, aircraft or any other vehicles which are licensed or are subject to motor vehicle registration, including equipment or appurtenances of any of the foregoing (unless indicated on the Coverage Summary Page);
16. loss, damage or expense caused by or resulting from misappropriation, secretion, conversion, infidelity or any dishonest act on the part of the Insured or other party of interest, his or their employees or agents or any person or persons to whom the property may be entrusted (bailees for hire excepted).
  17. loss or damage directly or indirectly caused by or resulting from neglect, meaning neglect by you to use all reasonable means to save and preserve the building and/or personal property at and after the time of a loss, or when the building and/or personal property is endangered by an Insured Peril;
  18. loss or damage caused by birds, bats or other vermin (including but not limited to skunks and raccoons), rodents (including but not limited to squirrels, rats and mice) or insects (including but not limited to moths, ants and bed bugs), except damage to building glass if glass breakage is provided by this policy;
  19. loss or damage caused by smoke from agricultural smudging or industrial operations;
  20. the cost of making good:
    - a. faulty or improper material;
    - b. faulty or improper workmanship;
    - c. faulty or improper design.
  21. loss or damage caused directly by failure of any:
    - a. data, or;
    - b. loss or damage caused directly or indirectly by data problem. However, if loss or damage caused by data problem results in the occurrence of further loss or damage to property insured that is directly caused by fire, explosion, smoke, leakage from fire protective equipment, water damage, this exclusion shall not apply to such resulting loss or damage;
  22. loss or damage to outdoor hot water heating unit(s) on the premises, including the structure or enclosure housing the unit(s), attached piping, radiators, all other associated equipment, the heat transfer medium (liquid), and any personal property or contents in the structure or enclosure.  
It is further understood and agreed that any loss or damage resulting from or caused by escape of the heat transfer medium (liquid) is excluded by this policy;
  23. loss or damage to wind powered electrical generators including all related equipment and structures with a rated power generating capacity exceeding 1KW (unless otherwise indicated on the Coverage Summary Page);
  24. loss or damage caused directly or indirectly, in whole or in part, by any Terrorism or by any activity or decision of a government 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.

### **Other Conditions**

**Canadian Currency** - All amounts of insurance, premiums or other amounts stated in this policy are in Canadian Currency.

**Insurance Under More Than One Policy** - If you have insurance on specifically described property, our policy will be considered excess insurance and we will not pay any loss or claim until the amount of such other insurance is used up. In all other cases, our policy will pay its ratable proportion of the loss or claim.

**Liberalization Clause** - If we adopt any revision which would broaden coverage under this policy without any additional premium within 60 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

#### **Loss to a Pair or Set -**

**Pair:** If there is loss to one item of an identical pair by an Insured Peril, we will pay for the pair. The undamaged item becomes our property.

**Set:** For items that are part of a set of two or more pieces, we may only pay for those particular items which were lost or damaged by an Insured Peril.

**Loss to Parts** - In case of a loss to any part of the insured property, consisting of several parts when complete, we shall pay for the value of the part lost or damaged.

**No Benefit to Bailee** - No person or organization having custody of the property and to be paid for services shall benefit from this insurance.

**Notice to Authorities** - Where loss is claimed to be due to theft, burglary, robbery, malicious acts or disappearance the Insured shall give immediate notice thereof to the police or other authorities having jurisdiction.

**Permission** - You are permitted to make alterations, additions or repairs.

**Subrogation** - The Insurer upon making any payment or assuming liability therefore under this Policy shall be subrogated to all rights of recovery of the Insured against any person, and may bring action in the name of the Insured to enforce such rights.

Where the net amount recovered after deducting the costs of recovery is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount shall be divided between the Insurer and the Insured in the proportion in which the loss or damage has been borne by them respectively.

If you are a condominium unit owner or live in a Life Lease unit, we agree to waive our rights to any claims against the Condominium or Life Lease Corporation, its Directors, Property Managers, agents and employees, except for arson, fraud and vehicle impact. We shall not consider independent contractors as being agents or employees of the Condominium or Life Lease Corporation, its Directors, Property Managers or of the unit owners.

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

**Sue and Labour** - It is the duty of the Insured in the event that any property insured hereunder is lost to take all reasonable steps in and about the recovery of such property. The Insurer shall contribute pro-rata towards any reasonable and proper expenses in connection with the foregoing according to the respective interests of the parties.

## STATUTORY CONDITIONS

### Section 1 - Applicable to Manitoba

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

**Property of Others (2)** - Unless otherwise specifically stated in the contract, the Insurer is not liable for loss or damage to property owned by any person other than the Insured, unless the interest of the Insured therein is stated in the contract.

**Change of Interest (3)** - The Insurer shall be liable for loss or damage occurring after an authorized assignment under the Bankruptcy Act or change of title by succession, by operation of law, or by death.

**Material Change (4)** - Any change material to the risk and within the control and knowledge of the Insured shall avoid the contract as to the part affected thereby, unless the change is promptly notified in writing to the Insurer or its local agent; and the Insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the contract, or may notify the Insured in writing that, if he desires the contract to continue in force, he must, within fifteen days of the receipt of the notice, pay to the Insurer an additional premium; and in default of such payment the contract shall no longer be in force and the Insurer shall return the unearned portion, if any, of the premium paid.

#### **Termination of Contract (5) –**

(A) This contract may be terminated;

1. by the Insurer giving to the Insured fifteen days' notice of termination by registered mail, or five days written notice of termination personally delivered;
2. by the Insured at any time on request.

(B) Where this contract is terminated by the Insurer,

1. the Insurer shall refund the excess of premium actually paid by the Insured over the pro rata premium for the expired time, but in no event, shall the pro rata premium for the expired time be deemed to be less than any minimum retained premium specified; and
2. the refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.

(C) Where this contract is terminated by the Insured, the Insurer shall refund, as soon as practicable, the excess of premium actually paid by the Insured over the short rate premium for the expired time, but, in no event, shall the short rate premium for the expired time be

deemed to be less than any minimum retained premium specified.

(D) The refund may be made by money, postal or express company money order, or by cheque payable at par.

(E) The fifteen days mentioned in clause (1) of sub-section (A) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

**Requirements After Loss (6)** - Upon the occurrences of any loss or damage to the insured property, the Insured shall, if such loss or damage is covered by the contract, in addition to observing the requirements of Conditions 9, 10 and 11.

1. forthwith give notice thereof in writing to the Insurer;
2. deliver as soon as practicable to the Insurer a proof of loss verified by a statutory declaration:
  - a. giving a complete inventory of the destroyed and damaged property and showing in detail quantities, costs, Actual Cash Value and particulars of amount of loss claimed;
  - b. stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the Insured knows or believes;
  - c. stating that the loss did not occur through any willful act or neglect or the procurement, means or connivance of the Insured;
  - d. showing the amount of other insurances and the names of other insurers;
  - e. showing the interest of the Insured and of all others in the property with particulars of all liens, encumbrances and other charges upon the property;
  - f. showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract;
  - g. showing the place where the property insured, was at the time of loss;
3. if required, give a complete inventory of undamaged property and showing in detail quantities, cost, Actual Cash Value;
4. if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other contract.

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

**Fraud (7)** - Any fraud or willfully false statement in a statutory declaration in relation to any of the above particulars shall vitiate the claim of the person making the declaration.

**Who May Give Notice and Proof (8)** - Notice of loss may be given, and proof of loss may be made, by the agent of the Insured named in the contract in case of absence or inability of the Insured to give the notice or make the proof, and absence or inability being satisfactorily accounted for, or in the like case, or if the Insured refuses to do so, by a person to whom any part of the insurance money is payable.

**Salvage (9)** - a) The Insured, in the event of any loss or damage to any property insured under this contract, shall take all reasonable steps to prevent further damage to any such property so damaged and to prevent damage to other property insured hereunder including, if necessary, its removal to prevent damage or further damage thereto.

b) The Insurer shall contribute pro rata towards any reasonable and proper expenses in connection with steps taken by the Insured and required under sub-paragraph (a) of this condition according to the respective interests of the parties.

**Entry, Control, Abandonment (10)** - After any loss or damage to insured property, the Insurer shall have an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and, after the Insured has secured the property, a further right of access and entry sufficient to enable them to make appraisal or particular estimate of the loss or damage, but the Insurer shall not be entitled to the control or possession of the insured property, and without the consent of the Insurer there can be no abandonment to it of insured property.

**Appraisal (11)** - In the event of disagreement as to the value of the property insured, the property saved or the amount of the loss, those questions shall be determined by appraisal as provided under The Insurance Act before there can be any recovery under this contract whether the right to recover on the contract is disputed or not, and independent of all other questions. There shall be no right to an appraisal until a specified demand thereafter is made in writing and until after proof of loss has been delivered.

**When Loss Payable (12)** - The loss shall be payable within sixty days after completion of the proof of loss, unless the contract provides for a shorter period.

**Replacement (13)** - a) The Insurer, instead of making payment, may repair, rebuild, or replace the property damaged or lost, giving written notice of its intention so to do within thirty days after receipt of the proofs of loss;

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

**Action (14)** - Every action or proceeding against the Insurer for the recovery of a claim under or by virtue of this contract is absolutely barred unless commenced within two years(\*) next after the loss or damage occurs.

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

**Notice (15)** - Any written notice to the Insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the Insurer in the province. Written notice may be given to the Insured named in this contract by letter personally delivered to him, or by registered mail addressed to him at his latest post office address as notified to the Insurer. In this condition, the expression "registered" means registered in or outside Canada.

## **Section 2 - Applicable to Saskatchewan and Ontario**

**Misrepresentation (1)** – If any person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance which is material to be made known to the insurer in order to enable it to judge of the risk to be undertaken, the contract shall be void as to any property in relation to which the

misrepresentation or omission is material.

**Property of Others (2)** – Unless otherwise specifically stated in the contract, the insurer is not liable for loss or damage to property owned by any person other than the insured, unless the interest of the insured therein is stated in the contract.

**Change of Interest (3)** – The insurer shall be liable for loss or damage occurring after an authorized assignment pursuant to the Bankruptcy and Insolvency Act (Canada) or change of title by succession, by operation of law, or by death.

**Material Change (4)** – Any change material to the risk and within the control and knowledge of the insured shall avoid the contract as to the part affected thereby, unless the change is promptly notified in writing to the insurer or its local agent; and the insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the contract, or may notify the insured in writing that, if he desires the contract to continue in force, he must, within 15 days of the receipt of the notice, pay to the insurer an additional premium; and in default of such payment the contract shall no longer be in force and the insurer shall return the unearned portion, if any, of the premium paid.

**Termination of Contract (5)** –

A) This contract may be terminated:

1. by the insurer giving to the insured 15 days' notice of termination by registered mail or five days' written notice of termination personally delivered;
2. by the insured at any time on request.

B) Where the contract is terminated by the insurer:

1. The insurer shall refund the excess of premium actually paid by the insured over the pro rata premium for the expired time, but in no event, shall the pro rata premium for the expired time be deemed to be less than any minimum retained premium specified; and
2. The refund shall accompany the notice unless the premium is subject to adjustment or termination as to amount, in which case the refund shall be made as soon as practicable.

C) Where this contract is terminated by the insured, the insurer shall refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.

D) The refund may be made by money, postal or express company money order, or by cheque payable at par.

The 15 days mentioned in clause (1) in sub-condition (A) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

**Requirement After Loss (6)** – Upon the occurrence of any loss or of damage to the insured property, the insured shall, if such loss or damage is covered by the contract, in addition to observing the requirements of Conditions 9, 10 and 11:

1. Forthwith give notice thereof in writing to the insurer;
2. deliver as soon as practicable to the insurer a proof of loss verified by statutory declaration;
  - a. Giving a complete inventory of the destroyed and damaged property and showing in detail quantities, costs, actual cash value and particulars of amount of loss claimed;
  - b. stating when and how the loss occurred, and if caused

by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes;

c. Stating that the loss did not occur through any willful act or neglect or the procurement, means and connivance of the insured;

d. Showing the amount of other insurances and the names of other insurers;

e. Showing the interest of the insured and of all others in the property with particulars of all liens, encumbrances and other charges upon the property;

f. Showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract;

g. Showing the place where the property insured was at the time of loss;

3. If required, give a complete inventory of undamaged property and showing in detail quantities, cost actual cash value;

4. If required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other contract.

The evidence furnished under clauses (3) and (4) of this condition shall not be considered proofs of loss within the meaning of conditions 12 and 13.

**Fraud (7)** – Any fraud or willfully false statement in a statutory declaration in relation to any of the above particulars shall vitiate the claim of the person making the declaration.

**Who May Give Notice and Proof (8)** – Notice of loss may be given, and proof of loss may be made, by the agent of the insured named in the contract in case of absence or inability of the insured to give the notice or make the proof, and absence or inability being satisfactorily accounted for, or in the like case, or if the insured refuses to do so, by a person to whom any part of the insurance money is payable.

**Salvage (9)** – a) The insured, in the event of any loss or damage to any property insured under the contract, shall take all reasonable steps to prevent further damage to any such property so damaged and to prevent damage to other property insured hereunder including, if necessary, its removal to prevent damage or further damage thereto.

b) The insurer shall contribute pro rata towards any reasonable and proper expenses in connection with steps taken by the insured and required under sub-paragraph a of this condition according to the respective interests of the parties.

**Entry, Control, Abandonment (10)** – After any loss or damage to insured property, the insurer shall have an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and after the insured has secured the property, a further right of access and entry sufficient to enable them to make appraisement or particular estimate of the loss or damage, but the insurer shall not be entitled to the control or possession of the insured property, and without the consent of the insurer there can be no abandonment to it of insured property.

**Appraisal (11)** – In the event of disagreement as to the value of the property insured, the property saved or the amount of the loss, those questions shall be determined by appraisal as provided under

The Insurance Act before there can be any recovery under this contract whether the right to recover on the contract is disputed or not, and independently of all other questions. There shall be no right to an appraisal until a specific demand therefor is made in writing and until after proof of loss has been delivered.

**When Loss Payable (12)** – The loss shall be payable within 60 days after completion of the proof of loss, unless the contract provides for a shorter period.

**Replacement (13)** – a) The insurer, instead of making payment, may repair, rebuild or replace the property damaged or lost, giving written notice of its intention so to do within 30 days after receipt of the proofs of loss.

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

**Action (14)** – Every action or proceeding against the insurer for the recovery of a claim under or by virtue of this contract is absolutely barred unless commenced within one year next after the loss or damage occurs.

(NOTE: Repealed in Saskatchewan – 2004, c.L-16.1, 8.76)

**Notice (15)** – Any written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the province; and written notice may be given to the insured named in the contract by letter personally delivered to him or by registered mail addressed to him at his latest post office address as notified to the insurer; and in this condition, the expression “registered” means registered in or outside Canada.

This policy is subject to the terms and conditions set forth herein together with such other terms and conditions as may be endorsed hereon or added hereto. No term or condition of this policy shall be deemed to be waived in whole or in part by the Insurer unless the waiver is clearly expressed in writing signed by a person authorized for that purpose by the Insurer.

**This policy has been signed by Red River Mutual, but is not valid unless countersigned by an authorized agent/broker of the Insurer.**



Board Chair



President / CEO

RRM 08/15