Tenants Policy Center
MASTER INDEX
Canada (excluding Quebec)

SEPTEMBER 09, 2020

Statutory Conditions

Policy Forms

Miscellaneous Wordings

Miscellaneous Wordings (cont'd)

Statutory Conditions

STATUTORY CONDITIONS
(British Columbia)

Misrepresentation

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

Property of others

2 The insurer is not liable for loss or damage to property owned by a person other than the insured unless

(a) otherwise specifically stated in the contract, or

(b) the interest of the insured in that property is stated in the contract.

Change of interest

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

Material change in risk

4 (1) The insured must promptly give notice in writing to the insurer or its agent of a change that is

(a) material to the risk, and

(b) within the control and knowledge of the insured.

(2) If an insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.

(3) If an insurer or its agent is notified of a change under subparagraph (1) of this condition, the insurer may

(a) terminate the contract in accordance with Statutory Condition 5, or

(b) notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.

(4) If the insured fails to pay an additional premium when required to do so under subparagraph (3) (b) of this condition, the contract is terminated at that time and Statutory Condition 5 (2) (a) applies in respect of the unearned portion of the premium.

Termination of insurance

5 (1) The contract may be terminated

(a) by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or

(b) by the insured at any time on request.

(2) If the contract is terminated by the insurer,

(a) the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and

(b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.

(3) If the contract is terminated by the insured, the insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.

(4) The 15 day period referred to in subparagraph (1) (a) of this condition starts to run on the day the registered letter or notification of it is delivered to the insured's postal address.

Requirements after loss

6 (1) On the happening of any loss of or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9,

(a) immediately give notice in writing to the insurer,

(b) deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration,

(i) giving a complete inventory of that property and showing in detail quantities and cost of that property and particulars of the amount of loss claimed,

(ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,

(iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured,

(iv) stating the amount of other insurances and the names of other insurers,

(v) stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,

(vi) stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued, and

(vii) stating the place where the insured property was at the time of loss,

(c) if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and

(d) if required by the insurer and if practicable,

(i) produce books of account and inventory lists,

(ii) furnish invoices and other vouchers verified by statutory declaration, and

(iii) furnish a copy of the written portion of any other relevant contract.

(2) The evidence given, produced or furnished under subparagraph (1) (c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

Fraud

7 Any fraud or wilfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6 invalidates the claim of the person who made the declaration.

Who may give notice and proof

8 Notice of loss under Statutory Condition 6 (1) (a) may be given and the proof of loss under Statutory Condition 6 (1) (b) may be made

(a) by the agent of the insured, if

(i) the insured is absent or unable to give the notice or make the proof, and

(ii) the absence or inability is satisfactorily accounted for, or

(b) by a person to whom any part of the insurance money is payable, if the insured refuses to do so or in the circumstances described in clause (a) of this condition.

Salvage

9 (1) In the event of loss or damage to insured property, the insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.

(2) The insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under subparagraph (1) of this condition.

Entry, control, abandonment

10 After loss or damage to insured property, the insurer has

(a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and

(b) after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but

(i) without the insured's consent, the insurer is not entitled to the control or possession of the insured property, and

(ii) without the insurer's consent, there can be no abandonment to it of the insured property.

In case of disagreement

11 (1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the *Insurance Act*, whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.

(2) There is no right to a dispute resolution process under this condition until

(a) a specific demand is made for it in writing, and

(b) the proof of loss has been delivered to the insurer.

When loss payable

12 Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the insurer.

Repair or replacement

13 (1) Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.

(2) If the insurer gives notice under subparagraph (1) of this condition, the insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss, and must proceed with all due diligence to complete the work within a reasonable time.

Notice

14 (1) 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.

(2) Written notice to the insured may be personally delivered at, or sent by registered mail addressed to, the insured's last known address as provided to the insurer by the insured.

ADDITIONAL POLICY CONDITIONS

Canadian currency

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

Subrogation

16 "We" will be entitled to all "your" rights of recovery against others and may bring action in "your" name to enforce these rights when "we" make payment or assume liability under this policy. The amount recovered less the costs of recovery will be shared between "you" and "us" in proportion to the loss that each has borne. "You" shall sign and deliver all related papers and cooperate with "us" in any reasonable manner to secure such rights.

Insurance under more than one coverage

17 In the event that more than one coverage, part or endorsement of this policy insures the same loss, damage or claim, payment shall not exceed the actual loss or damage sustained by "you".

Liberalization clause

18 If "we" adopt any revision which would broaden coverage under the policy without any additional premium during the policy period, the broadened coverage will immediately apply to this policy.

Changes in policy

19 This policy contains all the agreements between "you" and "us" concerning the insurance afforded. No waiver or change of any provision of this policy may be made except by "us" in writing.

Examination of Insured

20 The insured shall submit to examination under oath, and shall produce for examination at such reasonable place and time as is designated by the insurer or its representative all documents in the insured's possession or control that relate to the matters in question, and the insured shall permit extracts and copies thereof to be made.

STATUTORY CONDITIONS
(Alberta)

MISREPRESENTATION

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

PROPERTY OF OTHERS

2 The insurer is not liable for loss or damage to property owned by a person other than the insured unless

(a) otherwise specifically stated in the contract, or

(b) the interest of the insured in that property is stated in the contract.

CHANGE OF INTEREST

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

MATERIAL CHANGE IN RISK

4 (1) The insured must promptly give notice in writing to the insurer or its agent of a change that is

(a) material to the risk, and

(b) within the control and knowledge of the insured.

(2) If an insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.

(3) If an insurer or its agent is notified of a change under subparagraph (1) of this condition, the insurer may

(a) terminate the contract in accordance with Statutory Condition 5, or

(b) notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.

(4) If the insured fails to pay an additional premium when required to do so under subparagraph (3)(b) of this condition, the contract is terminated at that time and Statutory Condition 5(2)(a) applies in respect of the unearned portion of the premium.

TERMINATION OF INSURANCE

5 (1) The contract may be terminated

(a) by the insurer giving to the insured 15 days' notice of termination by recorded mail or 5 days' written notice of termination personally delivered, or

(b) by the insured at any time on request.

(2) If the contract is terminated by the insurer,

(a) the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and

(b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.

(3) If the contract is terminated by the insured, the insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.

(4) The 15-day period referred to in subparagraph (1)(a) of this condition starts to run on the day the recorded mail or notification of it is delivered to the insured's postal address.

REQUIREMENTS AFTER LOSS

6 (1) On the happening of any loss or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9,

(a) immediately give notice in writing to the insurer,

(b) deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration

(i) giving a complete inventory of that property and showing in detail quantities and costs of that property and particulars of the amount of loss claimed,

(ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,

(iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured,

(iv) stating the amount of other insurances and the names of other insurers,

(v) stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,

(vi) stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued, and

(vii) stating the place where the insured property was at the time of loss,

(c) if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and

(d) if required by the insurer and if practicable,

(i) produce books of account and inventory lists,

(ii) furnish invoices and other vouchers verified by statutory declaration, and

(iii) furnish a copy of the written portion of any other relevant contract.

(2) The evidence given, produced or furnished under subparagraph (1)(c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

FRAUD

7 Any fraud or wilfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6 invalidates the claim of the person who made the declaration.

WHO MAY GIVE NOTICE AND PROOF

8 Notice of loss under Statutory Condition 6(1)(a) may be given and the proof of loss under Statutory Condition 6(1)(b) may be made

(a) by the agent of the insured if

(i) the insured is absent or unable to give the notice or make the proof, and

(ii) the absence or inability is satisfactorily accounted for, or

(b) by a person to whom any part of the insurance money is payable, if the insured refuses to do so, or in the circumstances described in clause (a) of this condition.

SALVAGE

9 (1) In the event of loss or damage to insured property, the insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.

(2) The insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under subparagraph (1) of this condition.

ENTRY, CONTROL, ABANDONMENT

10 After loss or damage to insured property, the insurer has

(a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and

(b) after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but

(i) without the insured's consent, the insurer is not entitled to the control or possession of the insured property, and

(ii) without the insurer's consent, there can be no abandonment to it of the insured property.

IN CASE OF DISAGREEMENT

11 (1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the *Insurance Act* whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.

(2) There is no right to a dispute resolution process under this condition until

(a) a specific demand is made for it in writing, and

(b) the proof of loss has been delivered to the insurer.

WHEN LOSS PAYABLE

12 Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the insurer.

REPAIR OR REPLACEMENT

13 (1) Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.

(2) If the insurer gives notice under subparagraph (1) of this condition, the insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss and must proceed with all due diligence to complete the work within a reasonable time.

NOTICE

14 (1) Written notice to the insurer may be delivered at, or sent by recorded mail to, the chief agency or head office of the insurer in the province.

(2) Written notice to the insured may be personally delivered at, or sent by recorded mail addressed to, the insured's last known address as provided to the insurer by the insured.

ADDITIONAL POLICY CONDITIONS

CANADIAN CURRENCY

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

SUBROGATION

16 "We" will be entitled to all "your" rights of recovery against others and may bring action in "your" name to enforce these rights when "we" make payment or assume liability under this policy. The amount recovered less the costs of recovery will be shared between "you" and "us" in proportion to the loss that each has borne. "You" shall sign and deliver all related papers and cooperate with "us" in any reasonable manner to secure such rights.

INSURANCE UNDER MORE THAN ONE COVERAGE

17 In the event that more than one coverage, part or endorsement of this policy insures the same loss, damage or claim, payment shall not exceed the actual loss or damage sustained by "you".

LIBERALIZATION CLAUSE

18 If "we" adopt any revision which would broaden coverage under the policy without any additional premium during the policy period, the broadened coverage will immediately apply to this policy.

CHANGES IN POLICY

19 This policy contains all the agreements between "you" and "us" concerning the insurance afforded. No waiver or change of any provision of this policy may be made except by "us" in writing.

EXAMINATION OF INSURED

20 The insured shall submit to examination under oath, and shall produce for examination at such reasonable place and time as is designated by the insurer or its representative all documents in the insured's possession or control that relate to the matters in question, and the insured shall permit extracts and copies thereof to be made.

STATUTORY CONDITIONS
(Yukon)

Misrepresentation

1 If a person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance 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 is void as to any property in relation to which the misrepresentation or omission is material.

Property of others

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

Change of interest

3 The insurer is liable for loss or damage occurring after an authorized assignment under the *Bankruptcy 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 avoids the contract as to the part affected thereby, unless the change is promptly notified in writing to the insurer or its local agent, and the insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the contract, or may notify the insured in writing that, if he desires the contract to continue in force, he must, within 15 days of the receipt of the notice, pay to the insurer an additional premium, and in default of such payment the contract is no longer in force and the insurer shall return the unearned portion, if any, of the premium paid.

Termination

5 (1) This contract may be terminated,

(a) by the insurer giving to the insured 15 days notice of termination by registered mail or five days written notice of termination personally delivered, or

(b) by the insured at anytime on request.

(2) Where this contract is terminated by the insurer,

(a) the insurer shall refund the excess of premium actually paid by the insured over the pro rata premium for the expired time, but in no event shall the pro rata premium for the expired time be deemed to be less than any minimum retained premium specified, and

(b) the refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.

(3) Where this contract is terminated by the insured, the insurer shall refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.

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

(5) The 15 days mentioned in clause (a) of subcondition (1) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

Requirement after loss

6 (1) Upon the occurrence of any loss of or damage to the insured property, the insured shall, if the loss or damage is covered by the contract, in addition to observing the requirements of conditions 9, 10 and 11,

(a) forthwith give notice thereof in writing to the insurer,

(b) deliver as soon as practicable to the insurer a proof of loss verified by a statutory declaration,

(i) giving a complete inventory of the destroyed and damaged property and showing in detail quantities, costs, actual cash value and particulars of amount of loss claimed,

(ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated so far as the insured knows or believes,

(iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured,

(iv) showing the amount of other insurances and the names of other insurers,

(v) showing the interest of the insured and of all others in the property with particulars of all liens, encumbrances and other charges upon the property,

(vi) showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract, and

(vii) showing the place where the property insured was at the time of loss,

(c) if required, give a complete inventory of undamaged property showing in detail quantities, cost and actual cash value, and

(d) if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration and furnish a copy of the written portion of any other contract.

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

“Wawanesa Insurance” is **The Wawanesa Mutual Insurance Company** and is the licensed insurer of this policy.

Fraud

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

Who may give notice and proof

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

Salvage

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

(2) The insurer shall contribute pro rata towards any reasonable and proper expenses in connection with steps taken by the insured and required under sub paragraph (1) of this condition according to the respective interests of the parties.

Entry, control, abandonment

10 After loss or damage to insured property, the insurer has an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property and to make an estimate of the loss or damage, and after the insured has secured the property a further right of access and entry sufficient to enable them to make appraisement or particular estimate of the loss or damage, but the insurer is not entitled to the control or possession of the insured property and without the consent of the insurer there can be no abandonment to it of insured property.

Appraisal

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

When loss payable

12 The loss is payable within 60 days after completion of the proof of loss, unless the contract provides for a shorter period.

Replacement

13 (1) The insurer, instead of making payment, may repair, rebuild, or replace the property damaged or lost, giving written notice of its intention so to do within 30 days after receipt of the proofs of loss.

(2) In that event the insurer shall commence to so repair, rebuild, or replace the property within 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 two years next after the loss or damage occurs.

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 Yukon. 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 postal address as notified to the insurer. In this condition, the expression "registered" means registered in or outside Canada. R.S., c.91, s.68.

ADDITIONAL POLICY CONDITIONS

Canadian currency

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

Subrogation

17 "We" will be entitled to all "your" rights of recovery against others and may bring action in "your" name to enforce these rights when "we" make payment or assume liability under this policy. The amount recovered less the costs of recovery will be shared between "you" and "us" in proportion to the loss that each has borne. "You" shall sign and deliver all related papers and cooperate with "us" in any reasonable manner to secure such rights.

Insurance under more than one coverage

18 In the event that more than one coverage, part or endorsement of this policy insures the same loss, damage or claim, payment shall not exceed the actual loss or damage sustained by "you".

Liberalization clause

19 If "we" adopt any revision which would broaden coverage under the policy without any additional premium during the policy period, the broadened coverage will immediately apply to this policy.

Changes in policy

20 This policy contains all the agreements between "you" and "us" concerning the insurance afforded. No waiver or change of any provision of this policy may be made except by "us" in writing.

Examination of Insured

21 The insured shall submit to examination under oath, and shall produce for examination at such reasonable place and time as is designated by the insurer or its representative all documents in the insured’s possession or control that relate to the matters in question, and the insured shall permit extracts and copies thereof to be made.

STATUTORY CONDITIONS
(Manitoba)

Misrepresentation

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

Property of others

2 The insurer is not liable for loss or damage to property owned by a person other than the insured unless

(a) otherwise specifically stated in the contract, or

(b) the interest of the insured in that property is stated in the contract.

Change of interest

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

Material change in risk

4 (1) The insured must promptly give notice in writing to the insurer or its agent of a change that is

(a) material to the risk, and

(b) within the control and knowledge of the insured.

(2) If an insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.

(3) If an insurer or its agent is notified of a change under subparagraph (1) of this condition, the insurer may

(a) terminate the contract in accordance with Statutory Condition 5, or

(b) notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.

(4) If the insured fails to pay an additional premium when required to do so under subparagraph (3)(b) of this condition, the contract is terminated at that time, and Statutory Conditions 5(2)(a) applies in respect of the unearned portion of the premium.

Termination of insurance

5 (1) The contract may be terminated,

(a) by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or

(b) by the insured at any time on request.

(2) If the contract is terminated by the insurer,

(a) the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and

(b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.

(3) If the contract is terminated by the insured, the insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.

(4) The 15-day period referred to in subparagraph (1)(a) of this condition starts to run on the day the registered letter or notification of it is delivered to the insured's postal address.

Requirements after loss

6 (1) On the happening of any loss or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9,

(a) immediately give notice in writing to the insurer,

(b) deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration

(i) giving a complete inventory of that property and showing in detail quantities and costs of that property and particulars of the amount of loss claimed,

(ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,

(iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured,

(iv) stating the amount of other insurances and the names of other insurers,

(v) stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,

(vi) stating any changes in title, use, occupation, location, possession or exposures of the property since the contract was issued, and

(vii) stating the place where the insured property was at the time of loss,

(c) if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and

(d) if required by the insurer and if practicable,

(i) produce books of account and inventory lists,

(ii) furnish invoices and other vouchers verified by statutory declaration, and

(iii) furnish a copy of the written portion of any other relevant contract.

(2) The evidence given, produced or furnished under subparagraph (1)(c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

Fraud

7 Any fraud or wilfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6 invalidates the claim of the person who made the declaration.

Who may give notice and proof

8 Notice of loss under Statutory Condition 6(1)(a) may be given and the proof of loss under Statutory Condition 6(1)(a) may be made

(a) by the agent of the insured if

(i) the insured is absent or unable to give the notice or make the proof, and

(ii) the absence or inability is satisfactorily accounted for, or

(b) by a person to whom any part of the insurance money is payable, if the insured refuses to do so, or in the circumstances described in clause (a) of this condition.

Salvage

9 (1) In the event of loss or damage to insured property, the insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.

(2) The insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under subparagraph (1) of this condition.

Entry, control, abandonment

10 After loss or damage to insured property, the insurer has

(a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and

(b) after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but

(i) without the insured's consent, the insurer is not entitled to the control or possession of the insured property, and

(ii) without the insurer's consent, there can be no abandonment to it of the insured property.

In case of disagreement

11 (1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the *Insurance Act* whether or not the insured’s right to recover under the contract is disputed, and independently of all other questions.

(2) There is no right to a dispute resolution process under this condition until

(a) a specific demand is made for it in writing, and

(b) the proof of loss has been delivered to the insurer.

When loss payable

12 Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the insurer.

Repair or replacement

13 (1) Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.

(2) If the insurer gives notice under subparagraph (1) of this condition, the insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss and must proceed with all due diligence to complete the work within a reasonable time.

Notice

14 (1) 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.

(2) Written notice to the insured may be personally delivered at, or sent by registered mail addressed to, the insured's last known address as provided to the insurer by the insured.

ADDITIONAL POLICY CONDITIONS

Canadian currency

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

Insurance under more than one coverage

16 In the event that more than one coverage, part or endorsement of this policy insures the same loss, damage or claim, payment shall not exceed the actual loss or damage sustained by “you".

Liberalization clause

17 If “we” adopt any revision which would broaden coverage under the policy without any additional premium during the policy period, the broadened coverage will immediately apply to this policy.

Changes in policy

18 This policy contains all the agreements between "you" and "us" concerning the insurance afforded. No waiver or change of any provision of this policy may be made except by "us" in writing.

Examination of Insured

19 The insured shall submit to examination under oath, and shall produce for examination at such reasonable place and time as is designated by the insurer or its representative all documents in the insured’s possession or control that relate to the matters in question, and the insured shall permit extracts and copies thereof to be made.

STATUTORY CONDITIONS
(Saskatchewan)

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 (1) This contract may be terminated

(a) by the insurer giving to the insured 15 days' notice of termination by registered mail, or five days' written notice of termination personally delivered,

(b) by the insured at any time on request.

(2) Where this contract is terminated by the insurer

(a) the insurer shall refund the excess of premium actually paid by the insured over the *pro rata* premium for the expired time, but in no event shall the pro rata premium for the expired time be deemed to be less than any minimum retained premium specified; and

(b) the refund shall accompany the notice unless the premium is subject to adjustment or termination as to amount, in which case the refund shall be made as soon as practicable.

(3) Where this contract is terminated by the insured, the insurer shall refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.

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

(5) The 15 days mentioned in clause (a) of subcondition (1) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

Requirements After Loss

6 (1) Upon the occurrence of any loss of or damage to the insured property, the insured shall, if such loss or damage is covered by the contract, in addition to observing the requirements of conditions 9, 10 and 11,

(a) forthwith give notice thereof in writing to the insurer;

(b) deliver as soon as practicable to the insurer a proof of loss verified by statutory declaration,

(i) giving a complete inventory of the destroyed and damaged property and showing in detail quantities, costs, actual cash value and particulars of amount of loss claimed,

(ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,

(iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured,

(iv) showing the amount of other insurances and the names of other insurers,

(v) showing the interest of the insured and of all others in the property with particulars of all liens, encumbrances and other charges upon the property,

(vi) showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract,

(vii) showing the place where the property insured was at the time of loss;

(c) if required give a complete inventory of undamaged property and showing in detail quantities, cost, actual cash value;

(d) if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other contract.

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

Fraud

7 Any fraud or wilfully false statement in a statutory declaration in relation to any of the above particulars, 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 (1) The insured, in the event of any loss or damage to any property insured under the contract, shall take all reasonable steps to prevent further damage to 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.

(2) The insurer shall contribute *pro rata* towards any reasonable and proper expenses in connection with steps taken by the insured and required under subparagraph 1 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 Saskatchewan 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 (1) The insurer, instead of making payment, may repair, rebuild, or replace the property damaged or lost, giving written notice of its intention so to do within 30 days after receipt of the proofs of loss.

(2) In that event the insurer shall commence to so repair, rebuild, or replace the property within 45 days after receipt of the proofs of loss, and shall thereafter proceed with all due diligence to the completion thereof.

Action

14 Repealed, 2004, c.L-16.1,s.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.

ADDITIONAL POLICY CONDITIONS

Canadian Currency

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

Subrogation

17 "We" will be entitled to all "your" rights of recovery against others and may bring action in "your" name to enforce these rights when "we" make payment or assume liability under this policy. The amount recovered less the costs of recovery will be shared between "you" and "us" in proportion to the loss that each has borne. "You" shall sign and deliver all related papers and cooperate with "us" in any reasonable manner to secure such rights.

Insurance Under More than One Coverage

18 In the event that more than one coverage, part or endorsement of this policy insures the same loss, damage or claim, payment shall not exceed the actual loss or damage sustained by "you".

Liberalization Clause

19 If "we" adopt any revision which would broaden coverage under the policy without any additional premium during the policy period, the broadened coverage will immediately apply to this policy.

Changes in Policy

20 This policy contains all the agreements between "you" and "us" concerning the insurance afforded. No waiver or change of any provision of this policy may be made except by "us" in writing.

Examination of Insured

21 The insured shall submit to examination under oath, and shall produce for examination at such reasonable place and time as is designated by the insurer or its representative all documents in the insured's possession or control that relate to the matters in question, and the insured shall permit extracts and copies thereof to be made.

STATUTORY CONDITIONS
(Ontario)

Misrepresentation

1 If a person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the insurer in order to enable it to judge of the risk to be undertaken, the contract 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 is liable for loss or damage occurring after an authorized assignment under the *Bankruptcy Act* (Canada) or change of title by succession, by operation of law, or by death.

Material Change

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

Termination

5 (1) This contract may be terminated

(a) by the insurer giving to the insured fifteen days' notice of termination by registered mail or five days' written notice of termination personally delivered;

(b) by the insured at any time on request.

(2) Where this contract is terminated by the insurer,

(a) the insurer shall refund the excess of premium actually paid by the insured over the proportional premium for the expired time, but, in no event shall the proportional premium for the expired time be deemed to be less than any minimum retained premium specified; and

(b) the refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.

(3) Where this contract is terminated by the insured, the insurer shall refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.

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

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

Requirements After Loss

6 (1) Upon the occurrence of any loss of or damage to the insured property, the insured shall, if the loss or damage is covered by the contract, in addition to observing the requirements of conditions 9, 10 and 11,

(a) forthwith give notice thereof in writing to the insurer;

(b) deliver as soon as practicable to the insurer a proof of loss verified by a statutory declaration,

(i) giving a complete inventory of the destroyed and damaged property and showing in detail quantities, costs, actual cash value and particulars of amount of loss claimed,

(ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,

(iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured,

(iv) showing the amount of other insurances and the names of other insurers,

(v) showing the interest of the insured and of all others in the property with particulars of all liens, encumbrances and other charges upon the property,

(vi) showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract,

(vii) showing the place where the property insured was at the time of loss;

(c) if required give a complete inventory of undamaged property and showing in detail quantities, cost, actual cash value;

(d) if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other contract.

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

Fraud

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

Who may give notice and proof

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

Salvage

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

(2) The insurers shall contribute proportionately towards any reasonable and proper expenses in connection with steps taken by the insured and required under subcondition (1) of this condition according to the respective interests of the parties.

Entry, Control, Abandonment

10 After loss or damage to insured property, the insurer has an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and, after the insured has secured the property, a further right of access and entry sufficient to enable them to make appraisement or particular estimate of the loss or damage, but the insurer is not entitled to the control or possession of the insured property, and without the consent of the insurer there can be no abandonment to it of insured property.

Appraisal

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

When Loss Payable

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

Replacement

13 (1) The insurer, instead of making payment, may repair, rebuild, or replace the property damaged or lost, giving written notice of its intention so to do within thirty days after receipt of the proofs of loss.

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

Action

14 Every action or proceeding against the insurer for the recovery of a claim under or by virtue of this contract is absolutely barred unless commenced within one year next after the loss or damage occurs.

Notice

15 Any written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the Province. Written notice may be given to the insured named in the contract by letter personally delivered to the insured or by registered mail addressed to the insured at the insured's latest post office address as notified to the insurer. In this condition, the expression "registered" means registered in or outside Canada.

ADDITIONAL POLICY CONDITIONS

Canadian Currency

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

Subrogation

17 "We" will be entitled to all "your" rights of recovery against others and may bring action in "your" name to enforce these rights when "we" make payment or assume liability under this policy. The amount recovered less the costs of recovery will be shared between "you" and "us" in proportion to the loss that each has borne. "You" shall sign and deliver all related papers and cooperate with "us" in any reasonable manner to secure such rights.

Insurance Under More Than One Coverage

18 In the event that more than one coverage, part or endorsement of this policy insures the same loss, damage or claim, payment shall not exceed the actual loss or damage sustained by "you".

Liberalization Clause

19 If "we" adopt any revision which would broaden coverage under the policy without any additional premium during the policy period, the broadened coverage will immediately apply to this policy.

Changes in Policy

20 This policy contains all the agreements between "you" and "us" concerning the insurance afforded. No waiver or change of any provision of this policy may be made except by "us" in writing.

Examination of Insured

21 The insured shall submit to examination under oath, and shall produce for examination at such reasonable place and time as is designated by the insurer or its representative all documents in the insured's possession or control that relate to the matters in question, and the insured shall permit extracts and copies thereof to be made.

STATUTORY CONDITIONS
(Prince Edward Island)

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* (Canada) R.S.C. 1985,Chap. B-3 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 (1) This contract may be terminated

(a) by the insurer giving to the insured fifteen days notice of termination by registered mail, or five days written notice of termination personally delivered;

(b) by the insured at any time on request.

(2) Where this contract is terminated by the insurer

(a) the insurer shall refund the excess of premium actually paid by the insured over the proportional premium for the expired time, but in no event shall the proportional premium for the expired time be deemed to be less than any minimum retained premium specified; and

(b) the refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.

(3) Where this contract is terminated by the insured, the insurer shall refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.

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

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

Requirements After Loss

6 (1) Upon the occurrence of any loss of or damage to the insured property, the insured shall, if such loss or damage is covered by the contract, in addition to observing the requirements of conditions 9, 10 and 11,

(a) forthwith give notice thereof in writing to the insurer;

(b) deliver as soon as practicable to the insurer a proof of loss verified by a statutory declaration

(i) giving a complete inventory of the destroyed and damaged property and showing in detail quantities, costs, actual cash value and particulars of amount of loss claimed,

(ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,

(iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured,

(iv) showing the amount of other insurances and the names of other insurers,

(v) showing the interest of the insured and of all others in the property with particulars of all liens, encumbrances and other charges upon the property,

(vi) showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract,

(vii) showing the place where the property insured was at the time of loss;

(c) if required give a complete inventory of undamaged property and showing in detail quantities, cost, actual cash value;

(d) if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other contract.

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

Fraud or Wilfully False Statement

7 Any fraud or wilfully 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 (1) The insured, in the event of any loss or damage to any property insured under the contract, shall take all reasonable steps to prevent further damage to 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.

(2) The insurers shall contribute in proportion towards any reasonable and proper expenses in connection with steps taken by the insured and required under subsection (1) 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 has an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and after the insured has secured the property, a further right of access and entry sufficient to enable them to make appraisement or particular estimate of the loss or damage, but the insurer is not entitled to the control or possession of the insured property, and without the consent of the insurer there can be no abandonment to it of insured property.

Appraisal

11 In the event of disagreement as to the value of the property insured, the property saved or the amount of the loss, those questions shall be determined by appraisal as provided under this 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 sixty days after completion of the proof of loss, unless the contract provides for a shorter period.

Replacement

13 (1) The insurer, instead of making payment, may repair, rebuild, or replace the property damaged or lost, giving written notice of its intention so to do within thirty days after receipt of the proofs of loss.

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

Limitation of Action

14 Every action or proceeding against the insurer for the recovery of any claim under or by virtue of this contract shall be absolutely barred unless commenced within one year next after the loss or damage occurs.

Notice, Delivery

15 (1) 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 known post office address as notified to the insurer.

(2) In this condition, the expression "registered" means registered in or outside Canada. R.S.P.E.I. 1974, Cap. I-5, s.113

ADDITIONAL POLICY CONDITIONS

Canadian Currency

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

Subrogation

17 "We" will be entitled to all "your" rights of recovery against others and may bring action in "your" name to enforce these rights when "we" make payment or assume liability under this policy. The amount recovered less the costs of recovery will be shared between "you" and "us" in proportion to the loss that each has borne. "You" shall sign and deliver all related papers and cooperate with "us" in any reasonable manner to secure such rights.

Insurance Under More than One Coverage

18 In the event that more than one coverage, part or endorsement of this policy insures the same loss, damage or claim, payment shall not exceed the actual loss or damage sustained by "you".

Liberalization Clause

19 If "we" adopt any revision which would broaden coverage under the policy without any additional premium during the policy period, the broadened coverage will immediately apply to this policy.

Changes in Policy

20 This policy contains all the agreements between "you" and "us" concerning the insurance afforded. No waiver or change of any provision of this policy may be made except by "us" in writing.

Examination of Insured

21 The insured shall submit to examination under oath, and shall produce for examination at such reasonable place and time as is designated by the insurer or its representative all documents in the insured's possession or control that relate to the matters in question, and the insured shall permit extracts and copies thereof to be made.

STATUTORY CONDITIONS
(Nova Scotia)

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* (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 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 Insurance

5 (1) This contract may be terminated,

(a) by the insurer giving to the insured fifteen days' notice of termination by registered mail, or five days' written notice of termination personally delivered, or

(b) by the insured at any time on request.

(2) Where this contract is terminated by the insurer

(a) the insurer shall refund the excess of premium actually paid by the insured over the pro rata premium for the expired time, but in no event shall the pro rata premium for the expired time be deemed to be less than any minimum retained premium specified; and

(b) the refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.

(3) Where this contract is terminated by the insured, the insurer shall refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.

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

(5) The fifteen days mentioned in clause (a) of subcondition (1) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

Requirements After Loss

6 (1) Upon the occurrence of any loss of or damage to the insured property, the insured shall, if such loss or damage is covered by the contract, in addition to observing the requirements of conditions 9, 10 and 11,

(a) forthwith give notice thereof in writing to the insurer;

(b) deliver as soon as practicable to the insurer a proof of loss verified by a statutory declaration,

(i) giving a complete inventory of the destroyed and damaged property and showing in detail quantities, costs, actual cash value and particulars of amount of loss claimed,

(ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,

(iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured,

(iv) showing the amount of other insurances and the names of other insurers,

(v) showing the interest of the insured and of all others in the property with particulars of all liens, encumbrances and other charges upon the property,

(vi) showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract,

(vii) showing the place where the property insured was at the time of loss;

(c) if required give a complete inventory of undamaged property and showing in detail quantities, cost, actual cash value;

(d) if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other contract.

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

Fraud

7 Any fraud or wilfully false statement in a statutory declaration in relation to any of the above particulars, 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 (1) The insured, in the event of any loss or damage to any property insured under the contract, shall take all reasonable steps to prevent further damage to 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.

(2) The insurers shall contribute pro rata towards any reasonable and proper expenses in connection with steps taken by the insured and required under sub-paragraph (1) of this condition according to the respective interests of the parties.

Entry, Control, Abandonment

10 After 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 sixty days after completion of the proof of loss, unless the contract provides for a shorter period.

Replacement

13 (1) The insurer, instead of making payment, may repair, rebuild, or replace the property damaged or lost, giving written notice of its intention so to do within thirty days after receipt of the proofs of loss.

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

Action

14 Every action or proceeding against the insurer for the recovery of any claim under or by virtue of this contract shall be absolutely barred unless commenced within one year next after the loss or damage occurs.

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 this 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 notified to the insurer. In this condition, the expression "registered" means registered in or outside Canada.

ADDITIONAL POLICY CONDITIONS

Canadian Currency

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

Subrogation

17 "We" will be entitled to all "your" rights of recovery against others and may bring action in "your" name to enforce these rights when "we" make payment or assume liability under this policy. The amount recovered less the costs of recovery will be shared between "you" and "us" in proportion to the loss that each has borne. "You" shall sign and deliver all related papers and cooperate with "us" in any reasonable manner to secure such rights.

Insurance Under More than One Coverage

18 In the event that more than one coverage, part or endorsement of this policy insures the same loss, damage or claim, payment shall not exceed the actual loss or damage sustained by "you".

Liberalization Clause

19 If "we" adopt any revision which would broaden coverage under the policy without any additional premium during the policy period, the broadened coverage will immediately apply to this policy.

Changes in Policy

20 This policy contains all the agreements between "you" and "us" concerning the insurance afforded. No waiver or change of any provision of this policy may be made except by "us" in writing.

Examination of Insured

21 The insured shall submit to examination under oath, and shall produce for examination at such reasonable place and time as is designated by the insurer or its representative all documents in the insured’s possession or control that relate to the matters in question, and the insured shall permit extracts and copies thereof to be made.

STATUTORY CONDITIONS
(New Brunswick)

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 Insurance

5 (1) This contract may be terminated

(a) by the insurer giving to the insured fifteen days' notice of termination by registered mail, or five days' written notice of termination personally delivered, or

(b) by the insured at any time on request.

(2) Where this contract is terminated by the insurer

(a) the insurer shall refund the excess of premium actually paid by the insured over the *pro rata* premium for the expired time, but in no event shall the *pro rata* premium for the expired time be deemed to be less than any minimum retained premium specified; and

(b) the refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.

(3) Where this contract is terminated by the insured, the insurer shall refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.

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

(5) The fifteen days mentioned in clause (a) of subcondition (1) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed. 1980, c.27, s.2.

Requirements After Loss

6 (1) Upon the occurrence of any loss of 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,

(a) forthwith give notice thereof in writing to the insurer;

(b) deliver as soon as practicable to the insurer a proof of loss verified by a statutory declaration,

(i) giving a complete inventory of the destroyed and damaged property and showing in detail quantities, costs, actual cash value and particulars of amount of loss claimed,

(ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,

(iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured,

(iv) showing the amount of other insurances and the names of other insurers,

(v) showing the interest of the insured and of all others in the property with particulars of all liens, encumbrances and other charges upon the property,

(vi) showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract,

(vii) showing the place where the property insured was at the time of loss;

(c) if required give a complete inventory of undamaged property and showing in detail quantities, cost, actual cash value;

(d) if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other contract.

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

Fraud

7 Any fraud or wilfully false statement in a statutory declaration in relation to any of the above particulars, 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 (1) The insured, in the event of any loss or damage to any property insured under the contract, shall take all reasonable steps to prevent further damage to 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.

(2) The insurers shall contribute pro rata towards any reasonable and proper expense in connection with steps taken by the insured and required under subparagraph (1) 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. 1980, c.27, s.2.

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13 (1) The insurer, instead of making payment, may repair, rebuild, or replace the property damaged or lost, giving written notice of its intention so to do within thirty days after receipt of the proofs of loss.

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

Action

14 Every action or proceeding against the insurer for the recovery of any claim under or by virtue of this contract shall be absolutely barred unless commenced within one year next after the loss or damage occurs.

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.

ADDITIONAL POLICY CONDITIONS

Canadian Currency

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

Subrogation

17 "We" will be entitled to all "your" rights of recovery against others and may bring action in "your" name to enforce these rights when "we" make payment or assume liability under this policy. The amount recovered less the costs of recovery will be shared between "you" and "us" in proportion to the loss that each has borne. "You" shall sign and deliver all related papers and cooperate with "us" in any reasonable manner to secure such rights.

Insurance Under More than One Coverage

18 In the event that more than one coverage, part or endorsement of this policy insures the same loss, damage or claim, payment shall not exceed the actual loss or damage sustained by "you".

Liberalization Clause

19 If "we" adopt any revision which would broaden coverage under the policy without any additional premium during the policy period, the broadened coverage will immediately apply to this policy.

Changes in Policy

20 This policy contains all the agreements between "you" and "us" concerning the insurance afforded. No waiver or change of any provision of this policy may be made except by "us" in writing.

Examination of Insured

21 The insured shall submit to examination under oath, and shall produce for examination at such reasonable place and time as is designated by the insurer or its representative all documents in the insured's possession or control that relate to the matters in question, and the insured shall permit extracts and copies thereof to be made.

Policy Forms

Welcome to The Wawanesa Mutual Insurance Company

Thank you for purchasing our Comprehensive Tenants Package

We are pleased to provide this coverage through Canada's Insurance Broker network. Along with your broker, we want to provide you with the information you need to make your insurance decisions.

As a valued customer, our goal is for the policy to provide you with answers to your questions during the policy term and in the event of a claim. Your policy outlines what is insured. This is an all risk policy which outlines exclusions, restrictions and extensions of coverage. It is important for you to review the entire policy to determine your coverage, rights and responsibilities. We have placed some key words at the end of the policy to help you understand the specific use of these words. If you have any questions about your policy, please contact your broker.

THE AGREEMENT

- We will provide the insurance as described in this policy in exchange for payment of the premium noted on the policy declaration.
- Insurance cannot be a source of profit to you. It is intended to help you recover from actual losses or expenses incurred by you or costs for which you are liable.
- We will pay for direct physical loss or damage to your insured property. We will not pay more than your financial interest in the property, or the applicable amount of insurance as shown on your declaration for any one occurrence.
- We will pay for all direct or physical loss or damage subject to your policy's exclusions and limitations.
- The policy contains information about your insurance and describes the coverage you have purchased.
- If we broaden coverage while your policy is in effect, you will receive the benefit of increased coverage at no additional charge until your renewal.
- Only a named insured may take legal action against us.
- All amounts of insurance, premiums and other amounts are in Canadian currency.

HOW TO READ AND UNDERSTAND YOUR POLICY

Your policy consists of:
Declaration – Identifies the subject of insurance, coverages and limits you purchased.
The Policy – Identifies your responsibility and ours.
Endorsements and Limitations – Identifies additional coverages and limits that apply.
Key Words – Identifies terms that may vary from standard definitions and will clarify the intention of your policy.
Statutory Conditions – Applies to all forms and are required by provincial and territorial law.

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

Your policy is made up of three sections:

Section I – Property Coverage

Describes the insurance on your property and loss of use of your property.

Section II – Personal Liability Protection

Describes the insurance for your legal liability including bodily injury or property damage to others.

Section III – Statutory Conditions

Describes conditions required by provincial and territorial law that outline mandatory responsibilities.

IMPORTANT PARTIES

By **You** or **Your**, we mean those named on your declaration as named insureds and the following people while living in your household:

Under Section I – Property Coverage and Section II – Personal Liability Protection, **You** and **Your** includes the following:

- a spouse as defined by the provincial and territorial legislation;
- the family of any named insured;
- any person under the age of 21 years and in your care; and
- any named insured, spouse or dependents under the following circumstances:
  - a) a student who is enrolled and attends a school, college or university and lives elsewhere; or
  - b) while living in a long-term care facility.

Under Section II – Personal Liability Protection, **You** and **Your** also includes the following:

- any person or organization legally liable for damages caused by a watercraft or animal owned by you and is insured by your policy. However, any use or custody of the watercraft or animal without your permission or in the course of any business or farming operations is excluded.
- any person while performing duties as your residence employee;
- your legal representative while having temporary custody of your unit upon your death, provided your unit is insured by your policy, and for legal liability arising out of your premises; and
- any person who is insured by this policy at the time of your death and continues residing on the premises.

By **We, Us** or **Our**, we mean the Insurer and are referring to The Wawanesa Mutual Insurance Company.

All other key words can be found at the end of this policy.

SECTION I – PROPERTY COVERAGE

COVERAGE C – PERSONAL PROPERTY

Personal Property on your Premises

We insure the contents of your unit, and your storage unit(s) located at the premises.

We insure the uninsured personal property owned by others while it is on that portion of your premises which you occupy, but we do not insure property of roomers or boarders not related to you. This coverage does not increase the amount of your insurance.

Personal Property Temporarily Away from your Premises

We insure your personal property away from your premises including:

- your personal property while it is temporarily away from your premises anywhere in the world;
- personal property belonging to a residence employee travelling with you;
- uninsured personal property belonging to others while it is in your possession;
- your personal property while in storage, including in a safety deposit box;
- your personal property while attending a school, college, or university, up to $25,000;
- your personal property while residing in a long-term care facility, up to $25,000.

Moving to Another Unit

We insure your personal property in transit to and at another location within Canada which is to be occupied by you as your principal residence. Coverage applies for 90 consecutive days commencing on the date the personal property is removed from your unit, but not beyond the date the policy expires or is terminated. This coverage does not increase the amount of insurance.

SPECIAL LIMITS OF INSURANCE

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

For all insured losses	Limit
Cannabis in all consumable forms and cannabis plants	$500
Money, cash cards, bullion and crypto currency	$1,000
Drones (not more than 250 grams) and their equipment	$1,000
Spare automobile parts	$2,000
Utility trailers (where legislation allows)	$2,000
Watercraft, including personal watercraft, their furnishings, equipment, motors and accessories	$3,000
Business property on your premises	$5,000
Securities	$5,000
Golf carts, motorized yard tractors and accessories	$10,000

The following Special Limits of Insurance only apply to losses caused by theft or mysterious disappearance.

For theft and mysterious disappearance losses	Limit
Numismatic, coin and banknote collections	$1,000
Manuscripts, stamps and stamp collections	$2,500
Collectibles including sports cards, memorabilia and comic books	$5,000

Fur garments and garments trimmed with fur	$6,000
Luggage, pet carriers, footwear and handbags including but not limited to purses, wallets, totes, clutches, carrier bags and other items of similar nature	$10,000
Jewellery, watches and gems	$10,000

PROPERTY EXCLUDED

We do not insure:

- personal property of tenants, roomers or boarders who are not related to you;
- personal property normally kept at any other location you own, rent, lease or occupy. We do not exclude property you bring with you while you are temporarily staying there;
- automobiles, trucks, motorcycles, go-karts, all-terrain vehicles with three or more wheels, snowmobiles, aircraft, or any other motorized vehicles which are licensed or subject to motor vehicle registration, including equipment or accessories, whether attached or detached;
- drones that exceed 250 grams and their equipment;
- toys or hobby items such as model aircraft or children's battery powered all-terrain vehicles using more than a 12-volt battery or that can attain speeds greater than 10 kilometers per hour;
- watercraft, including personal watercraft, their furnishings, equipment, motors and accessories exceeding the limit of insurance shown under Special Limits of Insurance;
- camper units, truck caps, trailers other than utility trailers, or their equipment;
- utility trailers exceeding the limit of insurance shown under Special Limits of Insurance;
- sporting equipment where the loss or damage is due to its use;
- animals, birds or fish unless the loss or damage is caused by fire, lightning, explosion, riot, theft or attempted theft, vandalism and malicious acts;
- property at any fairground, exhibition or exposition, with the intent to display, demonstrate, trade or sell;
- evidences of debt or title;
- business property, exceeding the limit of insurance shown under Special Limits of Insurance, including samples and goods held for sale;
- data.

COVERAGE D – LOSS OF USE OF YOUR UNIT

The amount of insurance for Coverage D – Loss of Use of Your Unit is the total amount for any one or a combination of Additional Living Expense, Fair Rental Value and Prohibited Access by Civil Authority as described below. The periods of time shown below are not limited by the expiry date shown on your declaration.

ADDITIONAL LIVING EXPENSE

As a result of an insured event, if your unit is unfit for occupancy, your access is restricted, or you have to move out while repairs are being made, we will pay for any necessary increase in living expenses, including moving expenses, incurred by you so that your household can maintain its normal standard of living. This includes the cost of temporary membership to fitness or health club facilities that you would normally have access to in the building your unit is part of. Payment shall be for the reasonable time required to repair or rebuild your unit, or if you permanently relocate, the reasonable time required for your household to settle elsewhere.

FAIR RENTAL VALUE

We will pay you the Fair Rental Value of your unit, if an insured event makes the part of your unit 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 your unit rented or held for rental.

Fair Rental Value excludes any expense that does not continue while that part of your unit rented or held for rental is unfit for occupancy.

PROHIBITED ACCESS BY CIVIL AUTHORITY

If a civil authority prohibits access to your premises:

- as a direct result of damage to neighbouring premises by an insured event in this policy, we insure any resulting Additional Living Expense and Fair Rental Value loss for a period not exceeding 30 days; or
- by order for mass evacuation as a direct result of a sudden and accidental event within Canada or the United States of America, we will insure any necessary and reasonable increase in living expense incurred by you for the period access is prohibited, not exceeding 30 days.

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

- losses excluded under Section I – What is Excluded;
- flood;
- earthquake, unless earthquake coverage is shown on your declaration;
- overland water, unless overland water coverage is shown on your declaration;

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

No deductible applies to Prohibited Access by Civil Authority.

ADDITIONAL COVERAGES

Unless otherwise stated, the following additional coverages do not increase the amounts of insurance in this policy and are subject to the exclusions, limitations and conditions of this policy.

CHANGE OF TEMPERATURE

If there is loss or damage caused by a change of temperature resulting from physical damage to your unit or equipment by an insured event, we will cover personal property in your unit up to the amount of insurance shown on your declaration.

CREDIT OR DEBIT CARDS, FORGERY AND COUNTERFEIT CURRENCY

We will pay up to $10,000 for:

- your legal obligation to pay because of a theft or unauthorized use of credit card(s) issued to you or registered in your name;
- loss caused by theft of your debit or automated teller cards;
- loss caused by forgery or alteration of any cheque or negotiable instrument;
- loss sustained by your acceptance in good faith of counterfeit Canadian and United States paper currency.

We will not pay for loss under this coverage:

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

At our option and expense, we may defend any claim against you under this coverage as noted above.

This is additional insurance.

No deductible applies to this coverage.

DEBRIS REMOVAL

We will pay the cost of removing debris of insured property, as a result of an insured event. If the amount payable for the insured loss, including expenses for debris removal, is greater than the amount of insurance as indicated for Coverage C – Personal Property on your declaration, then an additional 5% of that limit will be available for debris removal expenses.

This Coverage does not apply to losses under the following optional coverages:

- Tenants Earthquake Coverage
- Condominium Unit Owners and Tenants Limited Sewer Backup Coverage
- Condominium Unit Owners and Tenants Overland Water Coverage

If debris removal is made necessary by a tree striking the exterior of the building resulting in insured damage to the unit, we will pay for tree removal up to a maximum of $1000.

DOORS AND GLASS

If your lease makes you responsible, we will pay for the doors and glass that form part of your rental unit as a result of an insured event.

FIRE DEPARTMENT CHARGES

We will pay for fire department service charges as a result of an insured event that has occurred at your location or unit.
This is additional insurance.
No deductible applies to this coverage.

FOOD SPOILAGE

We will pay for your food contained in a refrigeration or freezer unit, located on your premises, against loss or damage caused by or resulting from:

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

This coverage also includes damage to your refrigeration or freezer unit resulting from the insured spoilage of the foods contained within and reasonable expenses incurred by you to save and preserve the food from spoilage.
We do not insure:

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

This is additional insurance.
No deductible applies to this coverage.

INFLATION PROTECTION COVERAGE

If there is a loss insured under Section I – Property Coverage, we will automatically increase the amount of insurance shown on your declaration under Section I - Property Coverage, by the amounts which are caused by inflation since:

- the inception date of this policy;
- the latest renewal date; or
- from the date of the most recent change to the amount of insurance shown on your declaration;

whichever is the most recent.

On the renewal date of your policy, we will automatically increase the amount of insurance shown on your declaration under Section I – Property Coverage by amounts which are caused by the inflation increase since the inception date of this policy or the latest renewal date, whichever is the most recent, and adjust the premium.

LOCK REPLACEMENT
We will pay up to $2,000 to replace, re-key or re-code locks on your unit or your private passenger automobile(s) including ignition, if your key(s) are stolen.
This is additional insurance.
No deductible applies to this coverage.

OUTDOOR TREES, SHRUBS, PLANTS AND LAWNS
You may apply up to 5% of the Coverage C – Personal Property amount of insurance shown on your declaration to cover your outdoor trees, shrubs, plants and lawns included as part of your unit for loss caused by fire, lightning, explosion, vandalism or malicious acts, or impact by aircraft, spacecraft or land vehicle. We will not pay more than $1,000 for any one outdoor tree, shrub, plant or lawn including debris removal.
For clarification purposes:

- lawns include natural and artificial turf;
- we do not insure items grown for commercial purposes;
- cannabis plants grown legally are limited to a maximum of four plants and are subject to Special Limits of Insurance.

If the amount payable for loss under Coverage C – Personal Property is greater than the amount of insurance applicable, then an additional 5% of the Coverage C – Personal Property amount of insurance will be available to cover your outdoor trees, plants, shrubs or lawns.

REWARD COVERAGE
We will pay up to $1,000 regardless of the number of persons providing information, which leads to a conviction for arson, robbery or burglary in connection with a loss to property insured by this policy.
This is additional insurance.
No deductible applies to this coverage.

TEAR OUT
In the event of an insured water damage loss we will pay the cost of tearing out and restoration of any of your unit improvements or betterments to the walls, ceilings or other parts of your unit in order to facilitate repairs.

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

This is additional insurance.

TENANTS IMPROVEMENTS COVERAGE
We will pay up to the amount of insurance stated on your declaration against loss or damage caused by an insured event for improvements made to your unit or acquired by you at your expense including:

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

Payments that are made under this coverage are included under Coverage C - Personal Property and does not increase the amount of insurance shown on the declaration.

SECTION I – WHAT IS EXCLUDED

1. Exclusions Relating to Vacancy
Under no circumstances do we insure any loss or damage:
- caused by vandalism, malicious acts or glass breakage occurring while your unit is vacant, even if we have given permission for the policy to remain in force during vacancy. This exclusion applies immediately upon your unit becoming vacant;
- caused by water while your unit is vacant, even if we have given permission for the policy to remain in force during vacancy. This exclusion applies immediately upon your unit becoming vacant; or
- by any other cause occurring after your unit has, to your knowledge, been vacant for more than 30 consecutive days unless permission has been granted.

Unless the loss or damage is caused by, or resulting from, the sudden and accidental:
- escape of water from a domestic water container which is located outside your unit; but under no circumstances do we insure any loss or damage when the escape of water is caused by freezing;
- escape of water from a watermain located outside your unit; or
- opening which has been created by fire, lightning, explosion, smoke, falling object, impact by aircraft, spacecraft or land vehicle, riot, vandalism or malicious acts, windstorm, hail, electricity, transportation, ice damming, or damage by bears.

2. Exclusions Relating to Under Construction
Under no circumstances do we insure any loss or damage caused by:
- theft or attempted theft of property in or from a unit under construction or of materials and supplies for use in the construction, until your unit is completed and ready to be occupied;
- vandalism, malicious acts, or glass breakage occurring while your unit is under construction, even if we have given permission for the policy to remain in force during construction; or
- water damage occurring while your unit is under construction, even if we have given permission for the policy to remain in force during construction. This exclusion applies immediately upon the commencement of construction to your unit.

3. Exclusions Relating to Water
Under no circumstances do we insure any loss or damage caused by:
- ground water or rising of the water table;
- surface waters;
- shoreline ice build-up or water borne ice or other waterborne objects, all whether driven by wind or not;
- flood of any nature. This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but you are still insured for ensuing loss or damage which results directly from fire or explosion;
- continuous or repeated leakage, seepage or discharge of water;
- the backing up or escape of water or sewage from any sewer, storm drain, drain, septic system, or sump;
- to a plumbing, heating, cooling, sprinkler or air conditioning system or domestic water container from which the water escaped;
- freezing during the usual heating season, within a heated portion of your unit if the heat has been intentionally turned off by you or at your direction; or
- freezing during the usual heating season, within an unheated portion of your unit;
  Unless the loss or damage is caused by, or resulting from, the sudden and accidental:
- escape of water or steam from within a plumbing, heating, cooling, sprinkler, air conditioning

system, or domestic water container within the building containing your unit;
- escape of water from a domestic water container which is located outside your unit; but under no circumstances do we insure any loss or damage when the escape of water is caused by freezing;
- escape of water from a watermain located outside your unit; or
- opening which has been created by fire, lightning, explosion, smoke, falling object, impact by aircraft, spacecraft or land vehicle, riot, vandalism or malicious acts, windstorm, hail, electricity, transportation, ice damming, or damage by bears.

We also do not insure loss or damage:

4. to structures, units or buildings used in whole or in part for business or farming operations, unless shown on your declaration;
5. to personal property undergoing any process or while being worked on, where the damage results from such process or work. However, any resulting damage to other property by an insured event is covered;
6. to any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
7. to any property illegally acquired, kept, stored, or transported, or property subject to forfeiture;
8. caused by the dishonesty of a person(s) in which you have entrusted with the care, custody and control of your personal property;
9. caused by or from the intentional or criminal acts or the failure to act by you or any other person at your direction. However, coverage is provided if you did not take part in or have knowledge of the intentional or criminal act leading to the loss or damage to the insured property, but only to the extent of your proportional interest;
10. caused by or resulting by vermin, birds, insects, rodents, bats, raccoons, skunks or squirrels, except loss or damage to building glass or if it results in fire, explosion, smoke, falling object, water damage, electricity, ice damming;
11. caused by or resulting from wear and tear, deterioration, inherent vice, latent defect, rust or corrosion, extremes of temperature, condensation, dampness of atmosphere, wet or dry rot, contamination or fungi except where otherwise provided for in this policy;
12. related directly to mechanical breakdown except where otherwise provided for in this policy;
13. caused by or resulting from repeated exposure to the same harmful conditions;
14. caused by the continuous or repeated leakage or seepage of your domestic fixed fuel oil tank;
15. caused by or resulting from contamination by radioactive material;
16. resulting from a change in ownership of property that is agreed to, even if that change was brought about by trickery or fraud;
17. caused by or resulting from smoke from agricultural smudging or industrial operations;
18. caused directly or indirectly by marring, scratching, abrasion or chipping of any personal property or breakage of any fragile or brittle article(s) unless caused by a fire, lightning, explosion, smoke, falling object, impact by aircraft, spacecraft, watercraft or land vehicle, riot, vandalism or malicious acts, water damage, windstorm, hail, electricity, transportation, ice damming, damage by bears or theft or attempted theft;
19. distribution or sale of any drug, narcotic, or illegal substance, whether or not you have knowledge of such activity. This includes any alterations of the premises to facilitate such activity. However, a total of four or less cannabis plants legally grown in a residential unit for recreational consumption by you, where it is allowed by law, is not excluded;
20. resulting from the cost of correcting faulty design, material or workmanship;
21. related to the increased costs of repair or replacement due to the operation of any law or ordinance regulating the zoning, demolition, repair, or construction of buildings and their related services;

22. caused directly or indirectly by settling, expansion, contraction, moving, bulging, buckling, or cracking, except resulting damage to building glass;
23. caused by theft or attempted theft committed by any tenant, tenant's employee or member of the tenant's household;
24. caused directly or indirectly, in whole or in part, by snowslide, sinkhole, earthquake, landslide, or any other earth movement regardless of any cause or event that contributes concurrently. If any of these results in fire or explosion we will pay only for the resulting loss or damage from that fire or explosion regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage;
25. caused from any nuclear incident as defined in the Nuclear Safety and Control Act or any other nuclear liability and compensation act, law or statute, or any updates to the law, or nuclear explosion, except for ensuing loss or damage directly or indirectly from fire, lightning, or explosion of natural, coal or manufactured gas;
26. caused directly or indirectly, in whole or in part, by war, invasion, act of foreign enemy, declared or undeclared hostilities, civil war, rebellion, revolution or insurrection, or military power; regardless of any other cause or event that contributes concurrently or in any sequence to loss or damage;
27. in whole or in part, by terrorism or by any activity or decision of a governmental agency or other entity to prevent, respond to or terminate terrorism, but you are still insured for ensuing loss or damage which results directly from fire or explosion; or
28. caused by domestic animals or pets of any kind:
- owned by you;
- in your care, custody or control; or
- owned by or in the care, custody or control of anyone residing in your unit.

29. to a watermain.
30. arising from pollution or contamination caused by the discharge or escape of any waste material, irritants, pollutants or contaminants.

BASIS OF SETTLEMENT

We will pay for direct physical loss or damage to your insured property, but we will not pay more than your financial interest in the property or the applicable amount of insurance as shown on your declaration for any one occurrence.

For insured loss or damage, we will pay the lesser of the:
a) actual cost of repairs;
b) actual cost of replacement;
c) amount of insurance on your declaration.

If the lost or damaged property is not repaired or replaced, we will pay the lesser of the:
a) actual cash value of the estimated repairs;
b) actual cash value of the estimated replacement;
c) amount of insurance on your declaration.

If you later decide to repair or replace any of the lost or damage property, you may make an additional claim for the difference between the actual cash value and the replacement cost, provided it is done so within 180 days of the date the actual cash value payment was made.

DEDUCTIBLE

We are responsible for the amount by which the loss or damage caused by any of the insured events exceeds the amount of the deductible shown on your declaration in any one occurrence.

FIRE FOLLOWING EARTHQUAKE

We insure Coverage C – Personal Property and Coverage D – Loss of Use of Your Unit against direct physical loss or damage as a result of a fire from an earthquake.
In determining the cost of repairs or replacement we will not pay or include the increased costs of repair or replacement due to the operation of any law or ordinance regulating the zoning, demolition, repair or construction of buildings and their related services.

Coverage limits are as follows:

- Coverage C – Personal Property is equal to 100% of Coverage C – Personal Property;
- Coverage D – Loss of Use of Your Unit is equal to 20% of Coverage C – Personal Property;

Your policy deductible applies to this coverage.

Special Condition

One or more earthquake shocks that occur within a 168 hour period shall constitute a single earthquake.
With respect to fire following earthquake, the following is deleted from Additional Coverages Debris Removal, “If the amount payable for the insured loss, including expenses for debris removal, is greater than the amount of insurance as indicated for Coverage C – Personal Property on your declaration, then an additional 5% of that limit will be available for debris removal expenses.”

SINGLE INCLUSIVE LIMIT

We will pay up to the total amount of insurance shown on your declaration for the Single Inclusive Limit. Single Inclusive Limit may be applied to any insured loss or damage of property under Coverage C – Personal Property and Coverage D - Loss of Use of Your Unit, except for personal property under Special Limits of Insurance, but not exceeding the Single Inclusive Limit shown on your declaration. This sum is the maximum amount we will pay for insured loss or damage arising out of one occurrence, unless stated otherwise.

This additional coverage does not apply to losses under the following:

- Tenant Earthquake Coverage
- Condominium Unit Owner and Tenants Limited Sewer Backup Coverage
- Condominium Unit Owner and Tenants Overland Water Coverage

COVERAGE C – PERSONAL PROPERTY

We will pay replacement cost for all personal property except for the following types, which we will pay actual cash value:

- articles that cannot be replaced with new articles because of their age or inherent nature, including antiques, fine arts, paintings and statuary;
- articles for which their age or history substantially contributes to their value, such as memorabilia, souvenirs, and collectors’ items;
- personal property that has not been maintained in good or workable condition;
- personal property that is no longer used for its original purpose;
- personal property belonging to others not including personal property belonging to a residence employee.

We will pay the cost of reproduction from duplicates or from originals.

We will pay on the basis of replacement cost only if the property lost or damaged is repaired or replaced as soon as reasonably possible, within statutory limitations.

You may choose payment based on actual cash value initially. If you later decide to replace any destroyed or stolen property, you may make an additional claim for the difference between the actual cash value and the replacement cost within 180 days from the date the actual cash value payment was made.

PAIRS AND SETS

Pair: If there is loss to one item of an identical pair by an insured event, 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 will only pay for those particular items which were lost or damaged by an insured event.

PARTS

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

POLICY CONDITIONS

The following conditions apply to all Section I – Coverages**:**

AMOUNTS NOT REDUCED

Should there be a subsequent loss during the policy term, the amounts of insurance provided by this policy shall not be reduced.

DECLARATION OF EMERGENCY - EXTENSION OF TERMINATION OR EXPIRY DATE

If an emergency is declared by a Canadian public authority designated by statute, we will extend the expiry date, or the termination date when initiated by us, subject to Special Conditions and Important Definition below.

In order for this to apply, the emergency must have a direct effect or impact on:

- you, your unit, your property, or your premises if located in the declared emergency area; or
- our operations or those of your broker located in the declared emergency area.

In no event shall this extension exceed 120 consecutive days.
You agree to pay the pro rata premium earned for the additional time that we remain on risk as a result of this extension.

The following circumstances are included:

- When we initiate a termination based on the Statutory Condition - Termination of this policy, we will extend the termination date plus the lesser of:
  a) 30 days; or
  b) the total number of days the emergency order was in effect.
- If this policy is due to expire during an emergency, it will remain in force until the emergency is terminated plus the lesser of:
  a) 30 days; or
  b) the total number of days the emergency order was in effect.

Important Definition

Emergency means the first statutory declaration of an emergency:

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

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.

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

NOTICE TO AUTHORITIES

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

SUBROGATION

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

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

SECTION II - PERSONAL LIABILITY PROTECTION

THE ADDITIONAL AGREEMENT

This coverage applies on your premises and for your personal actions. Benefits following injury or damage to property of others in certain other circumstances are also included. This is the part of the policy you look to for protection if you are sued.

This insurance applies to:

- accidents or occurrences which take place during the policy term, while in force;
- each of the insureds separately when a claim or action has been made against or brought against you.

COVERAGE E – LEGAL LIABILITY

We will pay all amounts which you become legally liable to pay to compensate for damages because of unintentional bodily injury or property damage caused by:

- your personal actions anywhere in the world;
- your ownership, use, or occupancy of the premises.

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

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

WHAT IS EXCLUDED

We do not insure claims made against you arising from:

- liability you have assumed by contract unless your legal liability would have applied even if no contract had been in force. We do insure claims made against you for the legal liability of other persons in relation to your premises that you have assumed under a written contract;
- damage to property you own;
- damage to property you use, occupy, lease or rent, or that is in your care, custody, or control, except unintentional property damage to premises owned by others, or their contents, which you are using, renting or have in your care, custody or control caused by fire, explosion, water damage or smoke;
- damage to personal property or fixtures as a result of work done on them by you or anyone on your behalf;
- bodily injury to you or any person residing in your household other than a residence employee;
- the personal actions of a named insured who does not reside on the premises described on your declaration.

There are other exclusions that apply to all coverages under Section II – Personal Liability Protection. Please refer to Section II – What is Excluded.

DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS

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

We will also pay:

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

UNAUTHORIZED SETTLEMENTS

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

COVERAGE F – VOLUNTARY MEDICAL PAYMENTS

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

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

The amount of insurance shown on your declaration is the most we will pay for each person in respect to one accident or occurrence. Payment under Coverage F is not an admission of liability by you or us.

We will not pay for:

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

There are other exclusions that apply to all coverages under Section II – Personal Liability Protection. Please refer to Section II – What is Excluded.

COVERAGE G - VOLUNTARY PAYMENT FOR DAMAGE TO PROPERTY OF OTHERS

We will pay for unintentional direct damage you cause to property of others even though you are not legally liable. You may also use this coverage to reimburse others for direct property damage caused intentionally by a child insured under this policy that is 12 years of age or under.

We do not insure:

- damage to property owned or rented to you or your tenant;
- damage to property which is insured under Section I – Property Coverage; or
- claims resulting from the loss of use, disappearance or theft of property.

There are other exclusions that apply to all coverages under Section II – Personal Liability Protection. Please refer to Section II – What is Excluded.

BASIS OF PAYMENT

We will pay the lesser of:

- what it would cost to repair or replace the property with materials of similar quality at the time of loss; or
- the amount of insurance shown on your declaration.

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.

COVERAGE H - VOLUNTARY COMPENSATION FOR RESIDENCE EMPLOYEES

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

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

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

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

WHAT IS EXCLUDED

We will not pay benefits for any hernia injury.
There are other exclusions that apply to all Coverages under Section II – Personal Liability Protection. Please refer to Section II – What is Excluded.

SCHEDULE OF BENEFITS

LOSS OF LIFE

If your residence employee dies because of an accident while performing duties as hired by you, and the death occurs within 26 weeks of this accident, we will pay:

- a total of 100 times the weekly compensation to those entirely dependent on your residence employee. If there is more than one dependent, the amount will be divided equally among them;
- actual funeral expenses not to exceed $1,000.

This payment is in addition to any benefit for temporary total disability paid up to the date of their death.

TEMPORARY TOTAL DISABILITY

If your residence employee becomes totally disabled from injuries received within14 days of an accident while performing duties as hired by you, and cannot work at any job, we will pay a weekly compensation up to 26 weeks while such disability continues. We will not pay for the first seven days unless the disability lasts for six weeks or more.
Permanent total disability

a) If your residence employee becomes permanently and totally disabled from injuries received within 26 weeks of an accident while performing duties as hired by you, and cannot work at any job, we will pay weekly compensation for 100 weeks in addition to the benefits provided under temporary total disability.

Injury benefits

a) If your residence employee suffers the loss of, or permanent loss of use of any of the following within 26 weeks of the accident, we will pay the weekly compensation for the number of weeks shown below. These benefits will be paid in addition to temporary total disability benefits, but no other injury benefit.
b) We will not pay more than 100 weeks in total, even if the accident results in loss of more than one of the following:

Type of Injury	Number of Weeks
One finger or toe; or	25 weeks
More than one finger or toe	50 weeks
One or more of the following: • Hand • Arm • Foot • Leg	100 weeks
One eye; or	50 weeks
Both eyes	100 weeks
Hearing of one ear; or	25 weeks
Hearing of both ears	100 weeks

MEDICAL EXPENSES

If as a result of the accident your residence employee incurs medical expenses, including surgical, dental, hospital, nursing and ambulance expenses received within 26 weeks of an accident while performing duties as hired by you, we will pay up to a maximum of $1,000 in addition to all other benefits.
We will pay the cost of supplying or renewing artificial limbs or braces, made necessary by the accident, for up to 52 weeks after the accident, up to a maximum of $5,000.
We do not insure you for costs you can recover from other insurance plans.

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

SPECIAL LIMITATIONS

BUSINESS AND BUSINESS PROPERTY

We insure you against claims arising out of:

- your personal actions during the course of your trade, profession or occupation which are not related directly to your trade, profession or occupation;
- the occasional rental to others of the portion of your unit usually occupied by you as a private residence;
- the rental to others of portions of your two, three or four family unit usually occupied in part by you as a residence premises provided no family unit includes more than two roomers or boarders;
- the rental of space in your residence to others for incidental office, school or studio occupancy;
- the rental to others, or holding for rent, of not more than three car spaces or stalls in garages or stables; or
- the temporary or part time business pursuits of an insured person under the age of 21 years.

Claims arising from any other business pursuit or operation are insured only if liability coverage is shown on your declaration.

GOLF CARTS

We insure you against claims arising out of your use of motorized golf carts for liability providing they are:

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

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

- used on public roads or highways unless permitted by law;
- used for carrying passengers for compensation;
- used for business purposes;
- used in any race or speed test;
- rented to others; or

- being used or operated without the owner's consent if you are not the owner.

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

TRAILERS

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

WATERCRAFT AND MOTORIZED VEHICLES

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

- watercraft including their attachments, equipped with an outboard motor(s), of not more than 25 HP (19kW) in total, when used with or on a single watercraft;
- watercraft, personal watercraft including their attachments, equipped with any other type of motor of not more than 50 HP (38 kW);
- non-motorized watercraft, including their attachments, not more than 8 metres in length;
- self-propelled lawn mowers, snow blowers, garden-type tractors of not more than 50 HP (38kW); or
- motorized wheelchairs, including motorized scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability.

Any other watercraft or personal watercraft, is insured only if liability coverage is shown on your declaration. If a watercraft, personal watercraft, or a motor is acquired after the effective date of the policy, you will be insured automatically for a period of 30 days only from the date of acquisition.

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

- watercraft, and personal watercraft; or
- self-propelled land vehicle, amphibious vehicle or air cushion vehicle, provided that the vehicle is not subject to motor vehicle registration and is designed primarily for use off public roads.

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

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

SECTION II – WHAT IS EXCLUCED

We do not insure claims arising from:

1. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;

2. caused directly or indirectly, in whole or in part, by terrorism or by an activity or decision of a government agency or other entity to prevent, respond to or terminate terrorism. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage;

3. bodily injury or property damage which is required to be insured under a nuclear energy liability policy issued by the Nuclear Insurance Association of Canada, or any other group or pool of insurers;

4. business pursuits or any business use of the premises except as provided under special limitations business and business property in Section II – Personal Liability Protection;
5. rendering or failure to render any professional service(s);
6. liability imposed upon or assumed by you under any Workers' Compensation Statute;
7. bodily injury or property damage caused by any intentional or criminal act or failure to act by:
- you; or
- any other person at your direction;

8. sexual, physical, psychological or emotional abuse, molestation or harassment, including corporal punishment by you, at your direction, or with your knowledge;
9. your failure to take steps to prevent sexual, physical, psychological or emotional abuse, molestation or harassment or corporal punishment;
10. the transmission of communicable disease by you;
11. the ownership, use or operation of any watercraft, personal watercraft, motorized vehicle or trailer except as provided under watercraft and motorized vehicles and trailers in Section II – Personal Liability Protection;
12. the ownership, use or operation of:
- any aircraft or drone; or
- premises used as an airport or landing facility; and all activities related to either;

13. any claim that arises directly or indirectly, in whole or in part, out of the use or misuse of social media or the Internet. This includes the use of, distribution by, publication by, display of any material that offends another using social media or the Internet.

SECTION II – CONDITIONS

ACTION AGAINST US
No suit may be brought against us until:
- you have fully complied with all of the terms of this coverage; and
- 60 days after the written proof of claim 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.

When this policy and another policy written by us are issued to you, and apply to the same claim or action, the most we will pay is the highest amount of insurance that applies under any one of those policies. However, this provision does not apply if the other policy is a personal umbrella that was specifically purchased by you to apply in excess of the amounts of insurance shown on your declarations.

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

WHAT YOU MUST DO AFTER AN ACCIDENT OR OCCURRENCE
When an accident or occurrence takes place, you must promptly give us notice (in writing if requested by us). The notice must include:
- the date, time, place and circumstances of the accident or occurrence; and
- the interest of all persons in the property affected.

If requested by us you must help us to verify the damage.
If requested by us you must arrange for the injured person(s) to:

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

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

KEY WORDS

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

Amount of Insurance means the maximum amount we will pay for any occurrence or incident no matter how many people covered by this policy are involved. Different amounts apply to different coverages and these amounts are shown on your declaration.

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

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

Business means any full-time, part-time or occasional trade, profession, or occupation undertaken for financial gain, which is owned in whole or part by you. Business does not include farming operations.

Business Premises means the location on which a business is conducted, premises rented in whole or in part to others, or held for rental.

Business Property means property pertaining to a business.

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

Civil Authority means any person acting under the authority of federal, provincial or territorial, or municipal legislation with respect to the protection of persons and property in the event of an emergency.

Collectibles means items bought for their novelty, personal interest, rarity or value.

Construction – see **Under Construction**

Cryptocurrency means a digital currency in which encryption techniques are used to regulate the generation of units of currency and verify the transfer of funds, operating independently of a central bank.

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

Direct Physical Loss or Damage means insured property has sustained some physical alteration or other form of physical damage requiring repair or replacement.

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

Drain means a fixture or device located within or on your unit, connected to the waste water or sewer drainage piping system, used for removing water or sewage from the dwelling. This does not include weeping tile or a perimeter drainage system.

Drone means a remote-controlled pilotless aircraft.

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

Falling Object means a falling object which strikes the exterior of a building.

Farming Operations means the ownership, maintenance or use of the premise for the production of crops or the raising or care of livestock, including all necessary operations. This also includes the operation of roadside stands and farmers' markets principally for the sale of your own farm products.

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

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

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

Ice Damming means loss or damage caused by water that enters your unit through a roof due to the accumulation of ice or snow on the exterior of the roof or eavestrough.

Insured Event means a cause of loss or damage insured under the coverage form on your declaration.

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

Named Insured means the person(s) in whose name the policy is issued.

Occurrence
Under Section I – Property Coverage means a loss to insured property during the policy period, caused by one or more of the insured events.
Under Section II – Personal Liability Protection means an accident, including continuous or repeated exposure to the same general harmful conditions, and occurring during the policy period.

Overland Water means water that accumulates upon or submerges land which is usually dry resulting from:

- the unusual and rapid accumulation or run off of water or natural precipitation, not caused by

escape of water from a domestic water container or watermain; or
- the rising of, the breaking out or the overflow of any body of fresh water or watercourse, whether natural or man-made.

Personal Property means moveable belongings owned by an individual other than real estate or buildings (not attached to the land). Personal property does not include business property.

Personal Watercraft means a small self propelled or jet powered craft intended to be ridden on water with under four people.

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

Premises
Under Section I – Property Coverage means:
- the location where you reside, and the land contained within the lot lines where your unit is situated;
- the portion of the location which you occupy exclusively for your residential purposes or occupied by your tenant;
- other residential unit specified on your declaration, except business premises and farms;
- your cemetery plots or burial vaults.

Under Section II – Personal Liability Protection also means:
- vacant land in Canada owned by or rented to you, other than farm land;
- land in Canada owned by or rented to you on which an independent contractor is building a one, two, three or four family residence to be occupied by you;
- the location where you are residing temporarily or which you are using temporarily, provided you are not the owner and not under any agreement to rent or lease the location for longer than 90 consecutive days;
- a new principal residence in Canada to be occupied by you from the date you acquire ownership or take possession but not beyond the earliest of:
    a) 30 consecutive days;
    b) the date the policy term expires or is terminated; or
    c) the date specific liability insurance is arranged for your premises.

Property Damage means:
- physical damage to or destruction of real property or personal property;
- the loss of use of real property or personal property.

Replacement Cost means the cost, without any deduction for depreciation, on the date of the loss or damage, of the lesser of:
- repairing the personal property with materials of similar kind and quality; or
- new articles of similar kind, quality and usefulness.

Residence Employee means a person employed by you to perform household, domestic or similar duties in connection with the maintenance or use of the premises, excluding duties in connection to your business or farming operations.

Social Media means a form of electronic communication including but not limited to, networking, blogging or microblogging, through which you create or share information, ideas, personal messages, photographs, videos and other content using online communities.

Spouse means a person as defined by federal, provincial or territorial legislation.

Sump means a pit, located on your premises, used for collecting and removing water, equipped or not equipped with a mechanical pump or gravity feed evacuation pump system.

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

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

Transportation means loss or damage to personal property caused by collision, upset, overturn, derailment, stranding or sinking of any automobile or attached trailer, in which the personal property is being carried. This would also apply to any conveyance of a common carrier but does not include loss or damage to personal property in your vacation or home trailer.

Under Construction or **Construction** means:

- construction of a new dwelling building or private structure;
- alterations, additions or repairs to existing dwelling buildings or private structures which includes any of the following:
  a) site preparation;
  b) demolition;
  c) laying of foundations;
  d) removal or weakening of any structural support; or
  e) the opening of an exterior wall or roof component that extends beyond 48 consecutive hours.

The period of under construction starts from the date work is initiated and continues until all interior and exterior finishes are completed.

Unit means the suite or portion of a residential building occupied by you as a private residence, including the portion of any detached private structures, garages, parking stalls, storage rooms or lockers included in your rental agreement at the same location.

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

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

To clarify, the property is considered vacant when all occupants cease to occupy the premises as their usual residence, even in circumstances when they return to inspect, maintain, use or occupy the property on a casual or intermittent basis.

Vacant Land means land with no man-made structures.

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

Windstorm means all windstorms except loss or damage caused by or resulting from the weight of ice or snow, including, but not limited to shoreline ice buildup or water borne ice or other objects, whether driven by wind or not.

Miscellaneous Wordings

ADDITIONAL INSURED ENDORSEMENT – DESCRIBED PREMISES LIABILITY ONLY

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ CAREFULLY.

THE AGREEMENT

With respect to Section II – Personal Liability Protection, it is agreed that the person(s) or organization(s) listed under the Additional Interest(s) section are added as an additional insured(s) with regards to arising out of the ownership, maintenance or use of location(s) at or adjacent to the location(s) described on your declaration:

Location Number	Location Description

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

ADDITIONAL INSURED – DESIGNATED LOCATION OR UNIT LIABILITY ONLY

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ CAREFULLY.

THE AGREEMENT

The person(s) or organization(s) listed under the Additional Interest(s) section of your declaration are added as an additional insured(s) with respect to Section II – Personal Liability Protection but only for liability arising out of the ownership, maintenance or use of the location(s) or unit(s) designated on your declaration.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

BICYCLE COVERAGE

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ CAREFULLY.

This coverage is added under Section I – Property Coverage, Coverage C – Personal Property.

THE AGREEMENT

If your declaration indicates Bicycle Coverage is included, we will pay for direct physical loss or damage to your described bicycle(s) up to the amount of insurance shown on your declaration.

This endorsement removes the exclusion under Property Excluded:

- sporting equipment where the loss or damage is due to its use.

WHAT IS EXCLUDED

In addition to the items outlined in Section I – What Is Excluded, we do not insure:

- bicycles used for deliveries, or carrying passengers for compensation;
- bicycles rented to others;
- bicycles while used in, or in preparation for, any race or speed test;
- dishonesty of any person entrusted with care, custody or control of the listed bicycle. This exclusion does not apply where the person is a carrier for hire;

DEDUCTIBLE

We are responsible for the amount of loss or damage that exceeds the deductible of $25 for any one occurrence.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

Please note: We have updated certain coverage wordings that may apply to your insurance policy. Insurance policies dated June 2020 or later that contain coverage endorsements may look different because they now reference new titles. There may be instances where certain coverage wordings within your policy will not yet reflect these changes. We have provided the following guide to help you understand how the updated titles apply:

- Updated Title: Section I – Personal Property — Original Title: Section I – Property Coverage
- Updated Title: Section I – What is Excluded — Original Title: Section I – Loss or Damage not Insured

BOAT AND MOTOR COVERAGE

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ CAREFULLY.

This coverage is added under Section I – Property Coverage, Coverage C – Personal Property.

THE AGREEMENT

If your declaration indicates Boat and Motor Coverage is included, we will pay for direct physical loss or damage to the watercraft listed on your declaration while being used or operated anywhere in Canada and the Continental United States.

Watercraft includes the following:

- the boat and its permanently attached equipment;
- outboard motor(s);
- personal watercraft;
- equipment used for the operation, safety and maintenance of the watercraft;
- watercraft trailer.

If the watercraft insured is a sailboat, you agree it will only be used during the navigation period stated on your declaration, otherwise the sailboat will be laid up and out of commission.

DEDUCTIBLE

We are responsible for the amount of loss or damage that exceeds the Boat and Motor Coverage deductible shown on your declaration for any one occurrence.

ADDITIONAL CONDITIONS

If you acquire another watercraft to replace the watercraft currently described on your declaration, we will insure the newly acquired watercraft for a period not exceeding 30 days from the date of acquisition. We will only pay up to the amount of insurance shown on your declaration.

In the event of an insured loss, we will pay up to $1,500 per occurrence for the rental of a replacement watercraft of like kind and quality.

WHAT IS EXCLUDED

In addition to the items outlined in Section I – What Is Excluded, we do not insure:

- loss or damage caused by marine life, marine borers, electrolysis, denting, weathering, or resulting from freezing;
- watercraft used for deliveries, or carrying passengers for compensation;
- watercraft rented to others;
- dishonesty of any person entrusted with care, custody or control of the listed watercraft. This exclusion does not apply where the person is a carrier for hire;
- watercraft while used in, or in preparation for, any race or speed test. This exclusion does not apply to sailboats.

BASIS OF SETTLEMENT

We will pay for insured loss or damage to the watercraft listed on your declaration as follows:

- For those items on your declaration which indicate Basis of Settlement: Valued, we will pay the lesser of the:
    - a) actual cost of repairs, including replacement with new parts, without deduction for depreciation;
    - b) value stated on your declaration.
- For those items on your declaration which indicate Basis of Settlement: Actual Cash Value, we will pay the lesser of the:
    - a) actual amount necessary to repair subject to depreciation;
    - b) actual cash value of the watercraft; or
    - c) amount of insurance indicated on your declaration.

SPECIAL CONDITIONS

The following Special Conditions apply to all losses regardless of the Basis of Settlement shown on your declaration:

- Loss or damage to sails and protective covers of fabric or similar material which will be adjusted on the basis of the actual cash value at the time of loss or damage.
- We will not pay more than the actual cash value of the loss or damage if the described watercraft is not repaired or replaced.
- When an insured event results in a total or constructive total loss, we will not pay the cost of recovering the watercraft.
- As a result of any insured losses, we may take over any salvage at our discretion.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

Please note: We have updated certain coverage wordings that may apply to your insurance policy. Insurance policies dated June 2020 or later that contain coverage endorsements may look different because they now reference new titles. There may be instances where certain coverage wordings within your policy will not yet reflect these changes. We have provided the following guide to help you understand how the updated titles apply:

- Updated Title: Section I – Personal Property   Original Title: Section I – Property Coverage
- Updated Title: Section I – What is Excluded   Original Title: Section I – Loss or Damage not Insured

BUSINESS PERSONAL PROPERTY COVERAGE

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ CAREFULLY.

If your declaration indicates the Business Personal Property Coverage endorsement is included, Section I – Property Coverage, Coverage C – Personal Property is extended to include your business personal property indicated on your declaration.

THE AGREEMENT

We will pay for direct physical loss or damage to your insured business personal property caused by an insured event. Your business personal property is insured against the same events that apply to Coverage C - Personal Property.

The amount of insurance shown on your declaration for business personal property will apply to loss or damage occurring at the location or unit to which this endorsement is attached and is in addition to the amount shown for Coverage C – Personal Property.

The amount of insurance for loss or damage to business personal property away from the location or unit to which this endorsement is attached is limited to 25% of the amount of insurance shown on your declaration or $5,000 whichever is less.

Business personal property in storage, or at any other location you own, rent, lease or occupy for business purposes is not covered.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

CLAIMS FREE PROTECTION

THE AGREEMENT

If your declaration indicates that Claims Free Protection is included, your premium will not be affected by the first claim paid or pending settlement rated on the location(s) or unit(s) designated on your declaration.

If more than one location is insured, this endorsement applies only to those locations where this endorsement is indicated.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

COMPUTER COVERAGE

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ CAREFULLY.

This coverage is added under Section I – Property Coverage, Coverage C – Personal Property.

THE AGREEMENT

We will pay for direct physical loss or damage to your described computer equipment up to the amount of insurance shown on your declaration. The amount of insurance shown on your declaration for this coverage does not increase the amount of insurance under Coverage C – Personal Property.

WHAT IS EXCLUDED

We do not insure:

- loss or damage occurring when the insured property is rented to others;
- the cost to gather or assemble information required for the re-creation of any data, except for duty or licensing fees for the cost of downloading or restoring data, for which you have paid duty or license fees;
- unlicensed computer software or any data or computer software which has been acquired illegally;
- accounts, bills, evidences of debt, valuable papers, records, abstracts, deeds, manuscripts or other documents, unless they have been converted into electronic data and then only in that form.

DEDUCTIBLE

No deductible applies to this endorsement unless otherwise stated on the declaration.

KEY WORDS

Computer Equipment includes, but is not limited to:

- central processing unit, monitors, keyboards, mice;
- auxiliary equipment, printers, scanners, computer speakers, webcams, microphones and headsets;
- external memory devices, hard drives, memory sticks;
- wi-fi and networking hardware, modems, routers, connecting cables;
- laptops, tablets and e-readers including their batteries and chargers;
- firmware, software and data installed on or used with insured computer equipment.
  It does not include:
- smart home devices and their equipment;
- connected security devices including cameras and sensors;
- audio and video streaming devices and home theatre equipment;
- smart lighting, speakers, displays and accessories;
- connected environmental control devices.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

Please note: We have updated certain coverage wordings that may apply to your insurance policy. Insurance policies dated June 2020 or later that contain coverage endorsements may look different because they now reference new titles. There may be instances where certain coverage wordings within your policy will not yet reflect these changes. We have provided the following guide to help you understand how the updated titles apply:

- Updated Title: Section I – Personal Property Original Title: Section I – Property Coverage
- Updated Title: Section I – What is Excluded Original Title: Section I – Loss or Damage not Insured

DAY CARE COVERAGE

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ CAREFULLY.

THE AGREEMENT

If your declaration indicates that your unit is insured for Day Care Coverage, your Section II – Personal Liability Protection has been extended to cover the day care operation located on your premises.

WHAT IS COVERED

You are insured for claims made or actions brought against you for bodily injury or property damage resulting from the use of your unit for day care operations.

The following exclusion is removed from Section II – Personal Liability Protection, What is Excluded:

4. business pursuits or any business use of the premises except as provided under special limitations business and business property in Section II – Personal Liability Protection

And replaced with:

4. business pursuits or any business use of the premises except;
   - as provided under special limitations business and business property in Section II – Personal Liability Protection;
   - your day care operation as described on your declaration.

WHAT IS EXCLUDED

All other Section II – Personal Liability Protection, What is Excluded apply, including but not limited to claims made against you or actions brought against you for bodily injury or property damage resulting from:

- sexual, physical, psychological or emotional abuse, molestation or harassment, including corporal punishment; or
- failure to take steps to prevent sexual, physical, psychological or emotional abuse, molestation or harassment, or corporal punishment;

by you, at your direction, or with your knowledge of any of your employees or any other person involved in the day care operations.

PERSONAL CYBER COVERAGE

Where Personal Cyber Coverage is added under Section I – Optional Coverage to your principal dwelling policy, the following amendments to such Optional Coverage shall apply:

The definition of fraud event appearing under the heading Key Words is amended by deleting the following subparagraph:

12. Fraud Event
    - b. Fraud event does not mean or include any occurrence:
        - (4) Arising from any of the following:
            - (a) Your business or professional service;

The definition of affected individual appearing under the heading Key Words is amended by deleting the following subsection 1.a. in its entirety and replacing it with the following:

Affected individual must be someone whose personally identifying information is in your possession because of:

(1) A family or personal relationship with you;
(2) Your activities or responsibilities in connection with volunteer work for a non-profit organization; or
(3) Your business or professional service.

The exclusions to coverage in the second paragraph under the heading Loss or Damage Not Insured are amended by deleting the words:

8. Loss arising from any business, including but not limited to any business owned or operated by you or any business employing you;

and replacing them with the following words:

8. Loss arising from any business employing you (this exclusion does not apply to losses arising from any business owned or operated by you);

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

Please note: We have updated certain coverage wordings that may apply to your insurance policy. Insurance policies dated June 2020 and later that contain coverage endorsements may look different because they now reference new titles. There may be instances where certain coverage wordings within your policy will not yet reflect these changes. We have provided the following guide to help you understand how the updated titles apply:

- Updated Title: Section I – Personal Property Original Title: Section I – Property Coverage
- Updated Title: Section I – What is Excluded Original Title: Section I – Loss or Damage not Insured

DELETION OF HAIL COVERAGE ENDORSEMENT (VACATION TRAILERS)

THIS ENDORSEMENT RESULTS IN A REDUCTION OF COVERAGE. PLEASE READ CAREFULLY.

THE AGREEMENT

If your declaration indicates the Deletion of Hail Coverage Endorsement (Vacation Trailer) is applied to a trailer described on your declaration, having existing damage caused by hail at the time of issuance of this endorsement, it is a condition of this policy that any subsequent loss or damage to the described trailer caused by hail will not be covered.

Where there is existing damage caused by hail, any subsequent loss or damage caused by water entering your vacation trailer will not be covered.

This endorsement does not apply when damage is considered a total loss caused by any other insured event.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

Please note: We have updated certain coverage wordings that may apply to your insurance policy. Insurance policies dated June 2020 or later that contain coverage endorsements may look different because they now reference new titles. There may be instances where certain coverage wordings within your policy will not yet reflect these changes. We have provided the following guide to help you understand how the updated titles apply:

- Updated Title: Section I – Personal Property   Original Title: Section I – Property Coverage
- Updated Title: Section I – What is Excluded   Original Title: Section I – Loss or Damage not Insured

EQUINE COVERAGE

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ CAREFULLY.

THE AGREEMENT

If your declaration indicates that Equine Coverage is included, we insure the following:

- horses described on your declaration;
- saddlery, liveries, blankets, harness and similar equipment described on your declaration; and
- unscheduled saddlery, liveries, blankets, harness and similar equipment. We will not pay more than $250 on any one item.

INSURED EVENTS

We insure horse(s) against death or destruction directly resulting from or made necessary by:

- fire, lightning, artificial electricity or electrocution;
- explosion;
- sudden and accidental damage from smoke but this does not include loss or damage by smoke from agricultural smudging or industrial operations;
- falling objects, collapse of any building(s) or structure(s), or the falling of tree(s) or their branches;
- riot, vandalism or malicious acts;
- windstorm or hail;
- collision, derailment or overturn of a transporting truck, trailer or rail car;
- stranding or sinking of vessels;
- collapse of bridges, culverts, docks or wharves;
- earthquake, flood or drowning;
- collision with land vehicles other than those owned or operated by you, your employees or other persons residing on your premises;
- accidental shooting or mutilation except by you, your employees or other persons residing on your premises;
- attack by dogs or wild animals but this does not include loss or damage caused by dogs or wild animals owned by you, your employees or other persons residing on your premises;
- accidental and involuntary ensnaring or restraint of an animal but this does not include loss or damage:
  a) due to animal birth;
  b) while in transit or being loaded or unloaded;
  c) while being handled or forcibly restrained for care, treatment or breeding;
  d) due to splitting;
  e) suffocation of animal’s in their own fluids;
  f) due to casting, or an animal's inherent inability to regain an upright position;
  g) due to the animal becoming trapped or cast by the contours or depression of the land, including but not limited to any furrow, gully, ditch, hill or any slope.

We insure horse(s) against theft, but this does not include loss due to escape or mysterious disappearance.

We also insure saddlery, liveries, blankets, harness and similar equipment against all risks of direct physical loss or damage.

WHAT IS EXCLUDED

In addition to the items outlined in Section I - What is Excluded, we do not insure loss or damage caused by or resulting from dishonesty of persons to whom the insured property is entrusted but this does not apply where the person entrusted is a carrier for hire.

BASIS OF SETTLEMENT

For insured loss or damage to saddlery, liveries, blankets, harness and similar equipment, we will pay the lesser of the:

a) actual cost of repairs;
b) actual cost of replacement;
c) amount of insurance on your declaration.

If the lost or damaged property is not repaired or replaced however, we will pay the lesser of the:

a) actual cash value of the estimated repairs;
b) actual cash value of the estimated replacement;
c) amount of insurance on your declaration.

If you later decide to repair or replace any of the lost or damage property, you may make an additional claim for the difference between the actual cash value and the replacement cost, provided it is done so within 180 days of the date the actual cash value payment was made.

For insured loss to horses described on your declaration, we will pay the amount of insurance on your declaration.

DEDUCTIBLE

A deductible of $50 applies to this coverage.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

Please note: We have updated certain coverage wordings that may apply to your insurance policy. Insurance policies dated June 2020 or later that contain coverage endorsements may look different because they now reference new titles. There may be instances where certain coverage wordings within your policy will not yet reflect these changes. We have provided the following guide to help you understand how the updated titles apply:

- Updated Title: Section I – Personal Property Original Title: Section I – Property Coverage
- Updated Title: Section I – What is Excluded Original Title: Section I – Loss or Damage not Insured

FINE ARTS COVERAGE

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ CAREFULLY.

THE AGREEMENT

If your declaration indicates Fine Arts Coverage is included, we insure the fine art(s) listed on your declaration against all risks of direct physical loss or damage in Canada and the Continental United States.

This coverage adds coverage for breakage of any fragile or brittle articles (other than jewellery, gems, watches, bronzes, precious and semi-precious stones, cameras and photographic lenses).

WHAT IS EXCLUDED

Under Section I – What is Excluded the following exclusion is removed:

18. caused directly or indirectly by marring, scratching, abrasion or chipping of any personal property or breakage of any fragile or brittle article(s) unless caused by a fire, lightning, explosion, smoke, falling object, impact by aircraft, spacecraft, watercraft or land vehicle, riot, vandalism or malicious acts, water damage, windstorm, hail, electricity, transportation, ice damming, damage by bears or theft or attempted theft;

and replaced with:

18. caused directly or indirectly by marring, scratching, abrasion or chipping of any personal property (other than jewellery, gems, watches, bronzes, precious and semi-precious stones, cameras and photographic lenses) unless caused by a fire, lightning, explosion, smoke, falling object, impact by aircraft, spacecraft, watercraft or land vehicle, riot, vandalism or malicious acts, water damage, windstorm, hail, electricity, transportation, ice damming, damage by bears or theft or attempted theft;

In addition to all other items outlined in Section I - What is Excluded, we do not insure your fine arts while at any fairground, exhibition or exposition, with the intent to display, demonstrate, trade or sell.

BASIS OF SETTLEMENT

For insured loss or damage occurring at, or while in transit between, the unit(s) or location(s) designated on your declaration, we will pay the lesser of the:

a) actual cost of repairs;
b) actual cost of replacement;
c) amount of insurance on your declaration

For insured loss or damage occurring elsewhere, we will pay the lesser of the:

a) actual cost of repairs;
b) actual cost of replacement;
c) 10% of the amount of insurance on your declaration

If the lost or damaged property is not repaired or replaced however, we will pay the lesser of the:

a) actual cash value of the estimated repairs;
b) actual cash value of the estimated replacement;
c) amount of insurance on your declaration, if the loss or damage occurs at, or while in transit between, the unit(s) or location(s) designated on your declaration;

d) 10% of the amount of insurance on your declaration, if loss or damage occurred elsewhere.

If you later decide to repair or replace any of the lost or damage property, you may make an additional claim for the difference between the actual cash value and the replacement cost, provided it is done so within 180 days of the date the actual cash value payment was made.

DEDUCTIBLE

No deductible applies to this coverage.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

Please note: We have updated certain coverage wordings that may apply to your insurance policy. Insurance policies dated June 2020 or later that contain coverage endorsements may look different because they now reference new titles. There may be instances where certain coverage wordings within your policy will not yet reflect these changes. We have provided the following guide to help you understand how the updated titles apply:

- Updated Title: Section I – Personal Property   Original Title: Section I – Property Coverage
- Updated Title: Section I – What is Excluded   Original Title: Section I – Loss or Damage not Insured

HOME-BASED BUSINESS COVERAGE

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ CAREFULLY.

This endorsement extends the coverage provided by your insured principal residence to cover the business conducted from your described location or unit and operated by you under Section I – Property Coverage and Section II – Liability Coverage.

SECTION I – PROPERTY COVERAGE

THE AGREEMENT

If your declaration indicates that Home-Based Business Coverage is included, Coverage C – Personal Property in Section I – Property Coverage is extended to include business property belonging to you or for which you are legally responsible.

The Business Personal Property amount of insurance indicated on your declaration is in addition to the amount shown under Coverage C - Personal Property, Special Limits of Insurance.

ADDITIONAL COVERAGE

The following extensions apply to property located at the described location or unit:

- accounts receivable up to a maximum of $10,000; and
- valuable papers and records up to a maximum of $10,000

This is additional insurance.

LOSS OF INCOME

We will pay for the actual loss of business income you sustain due to the necessary suspension of your operations during the period of restoration. The suspension must be caused by direct physical loss or damage to property at the described unit or location caused by or resulting from an insured event and occurs within 12 consecutive months after the date of loss.

We will pay the actual and necessary extra expense you incur during the period of restoration that you would not have incurred if there had been no direct physical loss or damage to property at the described unit or location by an insured event, and which occurs within 12 consecutive months after the date of loss.

These coverages are subject to a maximum limit of $100,000.

PROPERTY EXCLUDED

We do not insure the following property pertaining to a business:

- any furs, jewellery (other than costume jewellery), precious metals or watches;
- property you have loaned or rented to others or have sold under a conditional sales agreement or deferred payment plan, once it has left your custody.

WHAT IS EXCLUDED

We do not insure:

- mysterious disappearance or shortages discovered when taking an inventory;

- any loss or damage caused by misinterpretation of date. But we will pay for resulting loss or damage when caused by fire, lightning, explosion, smoke, falling object, impact by aircraft, spacecraft or land
- vehicle, riot, vandalism or malicious acts, water damage, windstorm, hail, electricity, transportation, ice damming, or damage by bears;
- loss or damage caused by or resulting from any of the following:
  a. errors or omissions in processing, copying, bookkeeping, accounting or billing. But we will pay for direct loss or damage caused by fire, lightning, resulting fire or explosion;
  b. electrical or magnetic injury, disturbance or erasure of electronic recordings. But we will pay for direct loss or damage caused by lightning;
  c. unauthorized instructions to transfer property to any person or any place.

BASIS OF SETTLEMENT – BUSINESS PERSONAL PROPERTY

We will pay for direct physical loss or damage to your insured property, but we will not pay more than your financial interest in the property, or the applicable amount of insurance as shown on your declaration for any one occurrence.

For insured loss or damage, we will pay the lesser of the:
a) actual cost of repairs;
b) actual cost of replacement based on manufacturer's pricing;
c) amount of insurance on your declaration.

If the lost or damaged property is not repaired or replaced however, we will pay the lesser of the:
a) actual cash value of the estimated repairs;
b) actual cash value of the estimated replacement based on manufacturer's pricing;
c) amount of insurance on your declaration.

If you later decide to repair or replace any of the lost or damage property, you may make an additional claim for the difference between the actual cash value and the replacement cost, provided it is done so within 180 days of the date the actual cash value payment was made.

We will pay for the cost of reproduction of your valuable papers and records which cannot be replaced or restored. This does not include the cost of research to produce these documents.

If the Single Limit Coverage endorsement is shown on your declaration, it does not apply to the business personal property covered under this form.

BASIS OF SETTLEMENT – ACCOUNTS RECEIVABLE AND LOSS OF INCOME

The following method will be used to establish the amount of accounts receivable if you cannot accurately establish the amount outstanding as of the time of loss or damage:

1. Determine the total of the average monthly amount of accounts receivable for the 12 months immediately preceding the month in which the loss or damage occurs; and
2. Adjust that total for any normal fluctuations in the amount of accounts receivable for the month in which the loss or damage occurred or for any demonstrated variance from the average for that month.

If you cannot accurately establish the amount of accounts receivable as of the time of loss or damage, the following items may be considered in the calculation of your claim:

- the amount of the accounts for which there is no loss or damage;
- the amount of the accounts that you can re-establish or collect;
- an amount to allow for probable bad debts that you are normally unable to collect; and
- all unearned interest and service charges.

Your loss of income calculation may be based on the following items:

- the net income of the business before the direct physical loss or damage occurred;
- the likely net income of the business had no loss or damage occurred;
- the operating expenses, including payroll expenses, necessary to resume operations of your home-based business with the same quality of service that existed just before the direct physical loss or damage; and
- other relevant sources of information, including:
  - your financial records and accounting procedures;
  - bills, invoices and other vouchers; and
  - deeds, liens or contracts.

We will pay for the cost of reproduction of your valuable papers and records which cannot be replaced or restored. This does not include the cost of research to produce these documents.

If the Single Limit Coverage endorsement is shown on your declaration, it does not apply to the accounts receivable or loss of income covered under this form.

SECTION II – PERSONAL LIABILITY PROTECTION

BUSINESS AND BUSINESS PROPERTY LIABILITY

THE AGREEMENT

If your declaration indicates that Home-Based Business Coverage is included, Coverage E – Legal Liability in Section II – Personal Liability Protection is extended to include claims made or actions brought against you for bodily injury or property damage arising out of the operations of your home-based business described on your declaration.

The Coverage E - Legal Liability amount of insurance is the maximum amount we will pay, under one or more sections of Coverage E - Legal Liability, for all compensatory damages in any one occurrence.

The Special Limitations of Section II – Personal Liability Protection is amended to include:

BUSINESS AND BUSINESS PROPERTY

We insure you against claims arising out of:

- claims made or actions brought against you for bodily injury or property damage arising out of the operations of your home-based business described on your declaration.

WHAT IS EXCLUDED

This endorsement is subject to all the limitations and exclusions listed in the policy. In addition, you are not insured for claims made or actions brought against you for:

- Property damage to:
  a. that part of real property on which you or any contractor, or subcontractor working directly or indirectly on your behalf is performing operations, if the property damage arises out of those operations;
  b. that part of any property that must be restored, repaired or replaced because your work was incorrectly performed on it other than property damage included within the products and completed operations hazard;
  c. your product arising out of it or any part of it;
  d. your work arising out of it or any part of it and included in the products and completed operations hazard, however this exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor;
  e. impaired property or property that has not yet been physically injured, arising out of:
     (1) a defect, deficiency, inadequacy or dangerous condition in your product or your work; or
     (2) a delay or failure by you or anyone working on your behalf to perform a contract or agreement in accordance with its terms.
- Any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of your product, your work or impaired property if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.
- Bodily injury or property damage arising out of misinterpretation of date.

PERSONAL CYBER COVERAGE

Where Personal Cyber Coverage is added under Section I – Optional Coverage to your principal dwelling policy, the following amendments to such Optional Coverage shall apply:

The definition of fraud event appearing under the heading Key Words is amended by deleting the following subparagraph:

12. Fraud Event
    b. Fraud event does not mean or include any occurrence:
        (4) Arising from any of the following:
            (a) Your business or professional service;

The definition of affected individual appearing under the heading Key Words is amended by deleting the following subsection 1.a. in its entirety and replacing it with the following:

Affected individual must be someone whose personally identifying information is in your possession because of:

(1) A family or personal relationship with you;
(2) Your activities or responsibilities in connection with volunteer work for a non-profit organization; or
(3) Your business or professional service.

The exclusions to coverage in the second paragraph under the heading Loss or Damage Not Insured are amended by deleting the words:

8. Loss arising from any business, including but not limited to any business owned or operated by you or any business employing you;

and replacing them with the following words:

8. Loss arising from any business employing you (this exclusion does not apply to losses arising from any business owned or operated by you);

KEY WORDS

Accounts Receivable means:
- all sums due to you from your customers, that you are unable to collect, as a direct result of loss or damage to your records of accounts receivable by an insured event;
- interest charges on any loan to offset impaired collections pending repayment of those sums which the loss or damage prevents you from collecting;
- collection expenses in excess of normal collection costs, made necessary by the loss or damage;
- other expenses reasonably incurred by you in re-establishing records of accounts receivable following the loss or damage.

Business Income means:
- net profit or loss before income taxes, that would have been earned or incurred; and
- continuing normal operating expenses incurred, including payroll.

Extra Expense means expense incurred:
- to avoid or minimize the suspension of business and to continue operations:
  a. at the described premises; or at replacement premises or at temporary locations, including:
     - relocation expenses; and
     - costs to equip and operate the replacement or temporary locations.
- to minimize the suspension of business if you cannot continue operations.
- to repair or replace any property, or to research, replace or restore the lost information on damaged valuable papers and records

to the extent it reduces the amount of loss that otherwise would have been payable under business income or extra expense.

Impaired Property means tangible property, other than your product or your work, that cannot be used or is less useful because:
- it incorporates your product or your work that is known or thought to be defective, deficient, inadequate or dangerous; or
- you have failed to fulfill the terms of a contract or agreement; if such property can be restored to use by:
  a. the repair, replacement, adjustment or removal of your product or your work; or
  b. your fulfilling the terms of the contract or agreement.

Misinterpretation Of Date means the failure of any: electronic data processing equipment, including microchips embedded therein; computer program; software; media; data; memory storage system;

memory storage device; real time clock; date calculator; or any other related component, system process or drive; to correctly read, recognize, interpret or process any encoded, abbreviated or encrypted date, time or combined date/time data or data field. Such failure shall include any error in original or modified data entry programming.

Operations, for the purposes of this endorsement, means your business activities occurring at the described premises.

Period of Restoration means the period of time that:

- begins with the date of direct physical loss or damage caused by or resulting from an insured event at the described premises; and
- ends on the date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality.

Period of restoration does not include any increased period required due to the enforcement of any ordinance or law that;

- regulates the construction, use or repair, or requires the tearing down of any property; or
- requires you or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of pollutants.

Pollutants, for the purposes of this endorsement means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Products and Completed Operations Hazard includes all bodily injury and property damage:

- occurring away from the premises you own or rent and arising out of your product or your work except:
  a. products that are still in your physical possession; or
  b. work that has not yet been completed or abandoned.
- that arises out of your product manufactured, sold, handled, or distributed for consumption on premises you own or rent if the bodily injury or property damage occurs after you have relinquished possession of those products.

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

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

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

This hazard does not include bodily injury or property damage arising out of the existence of tools, uninstalled equipment or abandoned or unused materials.

Stock means:

- merchandise of every description usual to your home-based business;
- packing, wrapping and advertising materials;

- similar property belonging to others which you are under an obligation to keep insured or for which you are legally liable.

Valuable Papers and Records means written, printed or otherwise inscribed documents and records, including books, maps, films, drawings, abstracts, deeds, mortgages, manuscripts and electronic media, but does not include money or securities, converted data or programs or instructions used in your data processing operations, including material on which the data is recorded.

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

Your product includes:
- warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of your product; and
- the providing or failure to provide warnings or instructions.

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

Your Work means:
- work or operations performed by you or on your behalf; and
- materials, parts or equipment furnished in connection with such work or operations.

Your work includes:
- warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of your work; and
- the providing or failure to provide warnings or instructions.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

Please note: We have updated certain coverage wordings that may apply to your insurance policy. Insurance policies dated June 2020 and later that contain coverage endorsements may look different because they now reference new titles. There may be instances where certain coverage wordings within your policy will not yet reflect these changes. We have provided the following guide to help you understand how the updated titles apply:
- Updated Title: Section I – Personal Property Original Title: Section I – Property Coverage
- Updated Title: Section I – What is Excluded Original Title: Section I – Loss or Damage not Insured

IDENTITY FRAUD EXPENSE COVERAGE

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ CAREFULLY.

This endorsement is added under Section I – Property Coverage, Additional Coverages.

THE AGREEMENT

If your declaration indicates Identity Fraud Expense Coverage, we agree to pay for eligible identity restoration costs and expenses resulting from an act of identity fraud discovered during the policy term up to the amount of insurance shown on your declaration.

Eligible costs and expenses include:

- your lost earnings for time off work that must be taken to complete fraud affidavits, meet with law enforcement or credit agencies, merchants, or legal counsel;
- loan application fees for reapplying for loans where the original application was rejected because of incorrect credit information;
- costs and expenses associated with restoring your identity with law enforcement agencies, financial institutions or similar credit grantors, and credit agencies including:
    a) notarizing affidavits or similar documents;
    b) sending certified and registered mail;
    c) additional charges for phone calls or texts;
- The cost of reasonable fees from the use of a professional fraud mitigation or restoration service with our prior notice and approval;
- reasonable legal fees incurred, with our prior notice and approval for:
    a) your defense against any legal action by businesses or their collection agencies;
    b) the removal of any criminal or civil judgments wrongly entered against you;
    c) any challenge to the information in your consumer credit report, which is required to restore your identifying information.

Identity fraud means the act of using, without legal authority, your identifying information to commit any illegal activity that constitutes a crime or violation of any federal, provincial, territorial, municipal or local law by an unauthorized person.

The amount of insurance shown on your declaration for Identity Fraud Expense Coverage is the most we will pay for covered expenses from all identity fraud acts discovered in any one policy period, regardless of the number of acts discovered or the number of people affected.

WHAT IS EXCLUDED:

- Losses covered under Section I Property Coverage, Additional Coverages, Credit or Debit Cards, Forgery and Counterfeit Currency;
- Losses not directly and solely because of an act of identity fraud and the subsequent steps required to restore your identity;
- Expenses caused or contributed to by:
    a) fraudulent, dishonest or criminal acts committed by you, any person acting with you, or any person acting as your authorized representative; whether acting alone or with others;
    b) your business or commercial pursuits;
    c) your own use of your identity or credit;
    d) your intentional misuse of your identity or credit.

ADDITIONAL CONDITIONS

You must comply with all the terms and requirements stipulated with the issuance of any physical or digitally stored bank card, credit card or account including secure storage of PINs (Personal Identification Numbers) and personal information. If you do not you will not be entitled to any coverage.

When an act of identity fraud is suspected or discovered, you must immediately notify us and any applicable law enforcement agency, so steps can be initiated to restore the accuracy of your identifying information.

DEDUCTIBLE

We will only pay that part of the loss that exceeds the deductible shown on the declaration under Identity Fraud Expense Coverage.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

Please note: We have updated certain coverage wordings that may apply to your insurance policy. Insurance policies dated June 2020 or later that contain coverage endorsements may look different because they now reference new titles. There may be instances where certain coverage wordings within your policy will not yet reflect these changes. We have provided the following guide to help you understand how the updated titles apply:

- Updated Title: Section I – Personal Property   Original Title: Section I – Property Coverage
- Updated Title: Section I – What is Excluded   Original Title: Section I – Loss or Damage not Insured

LEGAL EXPENSE COVERAGE	AMOUNT OF COVERAGE PER CLAIM	DEDUCTIBLE	MINIMUM AMOUNT IN DISPUTE
• Employment Disputes	$100,000	N/A	N/A
• Legal Defence (Personal & Auto)	$100,000	N/A	N/A
• Contract Disputes (Personal & Auto)	$100,000	N/A	$500
• Driver's License Protection	$100,000	N/A	N/A
• Property Protection (Personal & Business)			
○ Physical Damage	$100,000	N/A	$500
○ Legal Nuisance & Trespass	$100,000	$500	N/A
• Bodily Injury	$100,000	N/A	N/A
• Tax Protection (Personal & Business)	$100,000	N/A	N/A
• Telephone Legal Helpline Service	Unlimited		
AGGREGATE LIMIT PER ANNUAL PERIOD	$500,000		

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.
IN THE EVENT OF A CONFLICT BETWEEN THIS ENDORSEMENT AND YOUR POLICY, THE PROVISIONS OF THIS ENDORSEMENT SHALL GOVERN

LEGAL EXPENSE ENDORSEMENT

DAS Legal Protection Inc. (DAS) acts as the insurance manager and has the authority to issue this endorsement and administer claims on behalf of the **Insurer**. DAS is a member of the Munich Re (Group).

DAS Legal Protection Inc.

390 Bay Street, 22nd Floor,
Toronto, Ontario M5H 2Y2

THIS ENDORSEMENT CONTAINS CLAUSES WHICH MAY LIMIT THE AMOUNT PAYABLE

This is a Named Perils endorsement and provides coverage only for the insured events listed within this endorsement.

Words and phrases in **bold** have special meaning as defined in **SECTION IV - DEFINITIONS**.

SECTION I

TELEPHONE LEGAL HELPLINE SERVICE

DAS will provide **you** access to a Legal Helpline Service through which **you** can receive confidential general legal assistance and information over the phone relating to any legal or tax problem to help determine **your** legal rights and options under the laws of the applicable province and the federal laws of Canada. The lawyer cannot provide case specific research or review documents.

DAS will provide this service between the hours of 8am and midnight, local time, seven (7) days a week. In addition, DAS will facilitate access to a lawyer twenty-four (24) hours a day, seven (7) days a week, in emergency situations. Calls to this service may be recorded.

TO CONTACT THIS SERVICE, CALL 1-888-668-6027

DAS will not accept responsibility if the Legal Helpline Service is unavailable for reasons DAS cannot control.

MAKING A CLAIM

Please contact DAS as soon as practicable following an insured event, and in no event later than 120 days after the **date of occurrence** of the insured event.

Please note that the Insurer will not pay for any legal costs you incur before DAS has accepted your claim, even if DAS later accepts the claim.

You may report a claim to DAS by mail at their Head Office address: 390 Bay Street, 22nd Floor, Toronto, Ontario M5H 2Y2, by email at claims@das.ca, or by calling the Telephone Legal Helpline Service while **you** are insured under this endorsement.
DAS will then advise **you** on the next steps.

SECTION II

INSURANCE AGREEMENT

In return for payment of the policy premium, and subject to the terms, definitions, conditions, exclusions and limitations set out in this endorsement and the Policy Declaration Page, the **Insurer** will provide insurance for **legal costs** incurred for insured events described in this endorsement, provided that:

1. the **date of occurrence** of the insured event happens within the period the **Insurer** has agreed to cover an **insured person**; and

2. the insured event occurs within the **territorial limit** and any legal proceedings will be dealt with by a court, or other body which DAS agrees to, within the **territorial limit**; and

3. the **legal costs** are incurred after the claim has been accepted by DAS**,** and are limited to:

   a. the reasonable and necessary costs, inclusive of any applicable sales or retail taxes, incurred by the **appointed representative**, including any additional expenses and disbursements such as court fees, experts' fees, police reports and medical reports incurred by the **appointed representative;** and

   b. costs awarded by a court in Canada to opponents in civil cases if the **insured person** has been ordered to pay them, or pays them with DAS' agreement; and

   c. the cost of the **insured person's** net salary or wages, that are not otherwise payable or recoverable, for the time that they are off work to attend any court proceeding, tribunal, arbitration, mediation or other hearing at the request of the **appointed representative**, up to a maximum of $500 per **insured person** per day, and $10,000 in total in respect of all claims resulting from any one court or tribunal proceeding, arbitration, mediation or other hearing; and

4. for civil cases and appeals relating to any insured event, **reasonable prospects** exist for the duration of the claim.

Except where stated otherwise, the **Insurer** will not pay **legal costs** incurred with respect to the enforcement of judgments or final orders, or settlement agreements, or minutes of settlement, which may arise in the pursuit or defence of **your** legal rights from an accepted claim under this endorsement.

Except where stated otherwise, the **Insurer** will pay **legal costs** incurred in making or defending an appeal, as long as:

a. the matter being appealed was previously accepted as a claim under this endorsement,
b. the **insured person** tells DAS within the time limits allowed to file an appeal that they want to appeal (and within reasonable time to allow for the filing of all necessary documents for an appeal), and
c. DAS agrees there are **reasonable prospects** of success for the appeal.

This endorsement, together with the Policy Declaration Page, policy wording and any other endorsements, along with the application and any other information **you** have provided, forms the contract of insurance between **you** and the **Insurer**.

THIS IS NOT AN ENDORSEMENT FOR REIMBURSEMENT OF LEGAL COSTS YOU HAVE ALREADY INCURRED

SECTION III

INSURED EVENTS

(A) EMPLOYMENT DISPUTES

The **Insurer** will pay an **insured person's legal costs** to pursue or defend their legal rights in a legal dispute which arises out of, or relates to:

1. their **contract of employment** or future employment;

2. an alleged breach of their statutory rights under employment legislation;

3. an alleged breach of their rights under applicable human rights legislation, as it relates to their employment.

EXCLUSIONS

The **Insurer** will not pay any claim relating to:

1. employers' disciplinary hearings or internal grievance procedures;

2. a dispute (other than described under 3. below) where the cause of action arises within the first 30 days of inception of this endorsement;

3. lay-off or job elimination within the first 90 days of inception of this endorsement;

4. death, illness or bodily injury;

5. a contract for services.

(B) LEGAL DEFENCE (PERSONAL & AUTO)

The **Insurer** will pay an **insured person's legal costs** to defend their legal rights in relation to:

1. being prosecuted for a highway traffic or motor vehicle offence in connection with the ownership, use or operation of a **motor vehicle** while not acting in the capacity of the **insured person's** trade, profession, occupation, or employment;

2. being prosecuted for an alleged **criminal offence** arising from their work as an employee.

EXCLUSIONS

The **Insurer** will not pay any claim relating to:

1. an **insured person's** alleged use of alcohol or drugs while using or operating of a **motor vehicle**, including failure to provide a sample or be tested for the presence of such substances;

2. an **insured person's** allegedly operating a **motor vehicle** for any type of race or contest, while performing a stunt or on a bet or wager;

3. parking or obstruction offences;

4. the **insured person's** alleged use of prohibited electronic/communication device while using or operating of a **motor vehicle**;

5. automated Traffic Enforcement Camera Offences including but not limited to photo radar and photo red light tickets.

(C) CONTRACT DISPUTES (PERSONAL & AUTO)

1. The **Insurer** will pay an **insured person's legal costs** to pursue or defend their legal rights in a dispute relating to an agreement or an alleged agreement which the **insured person** has entered into for:

    a. buying or selling **goods** (including the purchase, sale, rental, lease, service, repair, testing or cleaning of a **motor vehicle** or its spare parts or accessories);
    b. obtaining services.

2. The **Insurer** will pay an **insured person's legal costs** arising from a dispute with a leasing company regarding the amount due under a lease in respect of a **motor vehicle** leased by the **insured person** in the event that it is declared a total loss.

Provided that the amount in dispute exceeds $500.

EXCLUSIONS

The **Insurer** will not pay any claim relating to:

1. the cause of action arising within the first 90 days of inception of this endorsement;

2. a contract regarding an **insured person's** trade, profession, occupation, employment or any business venture;

3. a contract regarding an **insured person** purchasing or selling **real property**;

4. a contract for legal services;

5. construction work, or designing or structurally renovating any building where the amount in dispute exceeds the statutory limits of the small claims court jurisdiction where the dispute is located;

6. the settlement payable under an insurance policy (the **Insurer** will cover a dispute arising from the **insured person's** insurer refusing their claim, but not a dispute over the amount of the claim);

7. a dispute arising from any loan, mortgage, pension, investment, borrowing or any other financial product (other than described under 6. above);

8. a dispute over the terms of a lease of land or buildings or a licence or tenancy of land or buildings. However, the **Insurer** will cover a dispute with a professional advisor in connection with the drafting of a lease, licence or tenancy agreement;

9. a contract involving a **motor vehicle** not owned or leased by an **insured person**.

(D) DRIVER'S LICENSE PROTECTION

The **Insurer** will pay an **insured person's legal costs** to defend their legal rights in relation to protecting their driver's licence from being revoked or suspended following an event arising in connection with the ownership, use or operation of a **motor vehicle**.

EXCLUSIONS

The **Insurer** will not pay any claim where the revocation or suspension is based upon any of the following:

1. an **insured person's** alleged use of alcohol or drugs, including failure to provide a sample or be tested for the presence of such substances;

2. an **insured persons** allegedly operating a **motor vehicle** for any type of race or contest, while performing a stunt or on a bet or wager;

3. an **insured person's** alleged use of a prohibited electronic/communication device while operating a **motor vehicle**.

(E) PROPERTY PROTECTION (PERSONAL & BUSINESS)

The **Insurer** will pay an **insured person's legal costs** to pursue their legal rights in a civil action relating to physical property which they own following:

1. an event which causes physical damage to such property, provided that the amount in dispute exceeds $500;

2. a legal nuisance (meaning any unlawful interference with the use or enjoyment of **your** land, or some right over, or in connection with it);

3. a trespass.

EXCLUSIONS

The **Insurer** will not pay any claim relating to:

1. a contract entered into by the **insured person**;

2. disputes related to easements or other agreed rights over land;

3. any building or land other than **your** principal or recreational home;

4. someone legally taking the **insured person's real property** from them, whether the **insured person** is offered money or not, or restrictions or controls placed on the **insured person's real property** by any governmental, quasi-governmental or public or local authority;

5. work done by, or on behalf of, any governmental, quasi-governmental or public or local authority unless the claim is for accidental physical damage;

6. a **motor vehicle**;

7. mining, subsidence, heave or landslide;

8. defending an **insured person's** legal rights, other than in defending a counter-claim;

9. the first $500 in **legal costs** of any claim for legal nuisance or trespass. This is payable if the dispute cannot be resolved by DAS and requires an **appointed representative.** This amount is payable to the **appointed representative** as soon as they are retained;

10. any business not conducted in **your** principal home.

(F) BODILY INJURY

The **Insurer** will pay an **insured person's legal costs** to pursue their legal rights following a specific or sudden accident which causes their death or bodily injury.

EXCLUSIONS

The **Insurer** will not pay any claim relating to:

1. a dispute with any provincial workers' compensation board;

2. psychological injury or mental illness unless the condition arises from a specific or sudden accident that has caused physical bodily injury;

3. surgical, clinical or medical negligence;

4. death, illness or bodily injury arising from:

    a. an **insured person's** ownership, use or operation of a **motor vehicle**;

    b. an **insured person** being a passenger in a **motor vehicle**;

5. defending an **insured person's** legal rights, other than in defending a counter-claim.

(G) TAX PROTECTION (PERSONAL & BUSINESS)

The **Insurer** will pay an **insured person's legal costs** in respect of a **tax appeal** or a **tax audit** relating to:

1. their personal tax affairs;

2. **your** business tax affairs relating to:

    a. Liability for income tax, GST, PST, QST or HST arising from **your** business;

    b. Payroll deductions compliance by **your** business.

*Provided that the **insured person** or **your** business has taken reasonable care to ensure that all returns are complete and correct and submitted within the statutory time limits allowed, and that **your** business is conducted in **your** principal home.*

EXCLUSIONS

The **Insurer** will not pay any claim relating to:

1. a tax avoidance scheme, arrangement, or plan of any kind;
2. **your** failure to register for GST and/or PST, QST and/or HST;
3. an investigation or inquiry by the CRA into alleged gross negligence, dishonesty or **criminal offences**.

SECTION IV

DEFINITIONS

The following definitions apply wherever these words or phrases appear in bold in this endorsement.

APPOINTED REPRESENTATIVE

The lawyer, accountant or other suitably qualified person appointed by DAS on behalf of the **insured person** to act for an **insured person**.

BROKER

The organization, as identified on the Policy Declaration Page for this endorsement, who facilitated the purchase of this endorsement by **you**.

CONTRACT OF EMPLOYMENT

Written agreement between the employer and employee setting out both party's rights, duties and obligations.
A **contract of employment** does not include a collective agreement covering a group of employees who are represented by a union.

CRIMINAL OFFENCE

An offence under the Criminal Code of Canada (R.S.C., 1985, c. C-46).

DATE OF OCCURRENCE

1. For civil cases: the date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events.
2. For criminal cases: the date of the alleged **criminal offence**, or the earliest date in a series of related alleged **criminal offences**, for which an **insured person** is charged.
3. For a **tax appeal**: when the Canada Revenue Agency ("CRA") or a provincial tax authority first issues the **insured person** a notice of assessment, reassessment or determination with which the **insured person** disagrees.
4. For a **tax audit**: when the CRA or a provincial tax authority first contacts the **insured person** in relation to commencing an audit.

The insured event must occur within the period the **Insurer** has agreed to cover the **insured person**.

GOODS
Any object which is not attached to **real property**, except by its own weight, and can be removed without damage or alterations to the **real property** requiring repair.
Any object which is plugged in and can be removed without any damage or alteration to the **real property**.

INSURED PERSON
A Named Insured, and while living in the same household;
a. his or her spouse;
b. the relative of either;
c. a registered domestic partner; and
d. any person under the age of 21 years and in **your** care.

Anyone claiming under this policy must have **your** agreement to claim.

INSURER
The Wawanesa Mutual Insurance Company.

LEGAL COSTS
In respect of the insured events described in this endorsement:

1. all reasonable and necessary costs, inclusive of any applicable sales or retail taxes, incurred by the **appointed representative** including any additional expenses and disbursements such as court fees, experts' fees, police reports and medical reports incurred by the **appointed representative**; and

2. the costs awarded by a court in Canada to opponents in civil cases if the **insured person** has been ordered to pay them, or pays them with DAS' agreement; and

3. the **insured person's** net salary or wages, that are not otherwise payable or recoverable, for the time that they are off work to attend any court proceeding, tribunal, arbitration, mediation or other hearing at the request of the **appointed representative**, up to a maximum of $500 per **insured person** per day, and $10,000 in total in respect of all claims resulting from any one court or tribunal proceeding, arbitration, mediation or other hearing.

MOTOR VEHICLE
Includes an automobile, a motorcycle, a motor assisted bicycle, and any other vehicle propelled or driven otherwise than by muscular power.

REASONABLE PROSPECTS
For civil cases **reasonable prospects** means that DAS agrees that it is always more likely than not that an **insured person** will recover losses or damages (or obtain other legal remedy which DAS has agreed to) or make a successful defence.

For appeals relating to any insured event, **reasonable prospects** means that DAS agrees that it is always more likely than not that the appeal will be successful.

REAL PROPERTY

Real property is land, and anything growing on, affixed to, or built upon land. This also includes man-made buildings as well as crops. **Real property** is characterized as property that doesn't move, or that is attached to the land.

TAX APPEAL

An appeal regarding an assessment, reassessment or determination made by the CRA or a provincial tax authority, including an administrative appeal to the CRA or a provincial tax authority and an appeal to the Tax Court of Canada or a superior court of a province.

TAX AUDIT

An inspection and verification by the CRA or a provincial tax authority of the **insured person's** financial accounting records to determine whether or not **you** have paid the correct amount of tax.

TERRITORIAL LIMIT

Canada.

YOU, YOUR

The policyholder shown in the Policy Declaration Page.

SECTION V

LIMIT OF INSURANCE

The **Insurer** will pay up to the limit of insurance shown in the Policy Declaration Page in respect of **legal costs** related to all claims resulting from one or more events arising at the same time or from the same originating cause.

Subject to the above, the **Insurer** will pay, in aggregate, **legal costs** of no more than the aggregate limit shown in the Policy Declaration Page in respect of all claims that arise in that period of insurance that result from different originating causes.

SECTION VI

GENERAL EXCLUSIONS

This insurance does not apply to:

1. **PROHIBITED USE**
   A claim arising from any event occurring while the **motor vehicle** is being used for any illegal activity (other than in respect of any event insured under Insured Events **B. Legal Defence (Personal & Auto)** and **D. Driver's Licence Protection)**.

2. **WILLFUL ACTS**
   Any claim resulting from an act which is willfully committed, and the results of which are consciously intended, by an **insured person**.

3. **LATE REPORTED CLAIMS**
   A claim reported to DAS more than 120 days after the **date of occurrence**.

4. **LEGAL COSTS NOT AGREED WITH DAS**
   Legal costs incurred before DAS' written agreement that the **Insurer** will pay them.

5. **LEGAL ACTION NOT AGREED WITH DAS**
   Legal action an **insured person** takes which DAS or the **appointed representative** have not agreed to or where an **insured person** does anything that hinders DAS or the **appointed representative**.

6. **CONTINGENCY FEE AGREEMENTS**
   Any **legal costs** arising as a consequence of a contingency fee agreement.

7. **DISPUTES WITH ANY GOVERNMENTAL OR PUBLIC BODY**
   Except as it relates to claims accepted under Insured events **(B) Legal Defence (Personal & Auto), (C) Contract Disputes (Personal & Auto), (D) Driver's License Protection**, and (**G) Tax Protection**, any **legal costs** relating to a review or dispute regarding the lawfulness of any decision or action of any federal or provincial governmental or quasi – governmental body, or any other local or public authority, other than in relation to an accepted claim in respect of any event insured under this endorsement.

8. **CLASS ACTION PROCEEDINGS**
   Any claim where an **insured person** is a party to a legal action brought under applicable class proceedings legislation, or where an **insured person** has opted out of being a party to a legal action brought under applicable class proceedings legislation.

9. **COSTS AWARDED OUTSIDE OF CANADA**
   Any **legal costs** awarded in any jurisdiction outside of Canada.

10. **DAMAGES, FINES AND PENALTIES**
    Damages, fines, penalties, compensation or restitution orders which the **insured person** is ordered to pay by a court or other authority and any costs awarded in criminal or statutory proceedings.

11. **DISPUTES WITH DAS, THE INSURER, OR THE BROKER**
    Any dispute with DAS, the **Insurer**, or the **Broker** not otherwise dealt with under **ENDORSEMENT CONDITIONS 10. Disputes over reasonable prospects for a claim**.

12. **FRAUDULENT CLAIMS**
    Any claim which is fraudulent, exaggerated or dishonest.

13. **CLAIMS UNDER THIS ENDORSEMENT BY A THIRD PARTY**
    Apart from DAS, only an **insured person** may enforce all or any part of this endorsement and the rights and interests arising from or connected with it.

14. **NUCLEAR, WAR, TERRORISM AND POLLUTION OR CONTAMINATION RISKS**
    Any claim caused by, contributed to, or arising from any of the following:

    a. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;

b. an event which is required to be insured under a nuclear energy liability policy issued by the Nuclear Insurance Association of Canada, or any other group or pool of insurers;

c. terrorism or a decision of a government agency or other entity to prevent, respond to or terminate terrorism;

d. pollution or contamination.

15. **DEFAMATION**
A claim relating to written or oral remarks which damage an **insured person**'s reputation.

16. **EVENTS NOT CONNECTED WITH YOUR BUSINESS**
Any event not arising in connection with the business located in **your** principal home.

17. **INTELLECTUAL PROPERTY DISPUTES**
Any claim related to disputes about patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.

18. **DISPUTES RELATING TO THE VALIDITY OF LEGISLATION**
Any constitutional or other challenge to the validity of Federal, Provincial, or Municipal Legislation.

SECTION VII

ENDORSEMENT CONDITIONS

1. **OBSERVANCE OF ENDORSEMENT TERMS**
The **insured person** must:

a. comply with the terms and conditions of this endorsement;

b. notify DAS immediately of any change in circumstance which may materially affect assessment of the risk;

c. take reasonable steps to avoid and prevent claims;

d. take reasonable steps to avoid incurring unnecessary costs;

e. send everything DAS reasonably ask for in writing;

f. report to DAS full and factual details of any claim as soon as practicable and give any information reasonably needed.

2. **NOTICE OF INSURED EVENT**
The **insured person** shall notify DAS of any insured event which may give rise to coverage, as soon as they become aware of it. Any interested person may give such notice.
In the event that the requirement set out in the preceding paragraph is not fully complied with, all rights to coverage shall be forfeited by the person insured where such non-compliance has caused prejudice to DAS.

3. **CONDUCT AND CONTROL OF CLAIM**
   a. If it is necessary to take legal proceedings, including a **tax appeal**, an **appointed representative** will be appointed by DAS on behalf of the **insured person** in accordance with standard terms of appointment and will be retained by the **insured person**.

   b. Where DAS has agreements with more than one law firm with respect to a specialty, the **insured person** may select their **appointed representative** from that panel of law firms.

   c. The **insured person** must cooperate and keep DAS up-to-date regarding the progress of the claim.

   d. The **insured person** must cooperate with the **appointed representative** and must follow the recommendations of the **appointed representative**, which have been agreed to by DAS.

   e. The **insured person** must give the **appointed representative** any instructions DAS requires.

4. **CONSENT TO ACCESS INFORMATION**
   The **insured person** will provide written consent, at the commencement of the retainer of the **appointed representative**, permitting the **appointed representative** to give DAS, or their reinsurers, actuaries or auditors, or any regulatory authority or their agents, to the extent required by law, access to all correspondence, documents and records in the **appointed representative's** possession or control which are relevant to the matter. This consent will include permission to deliver up all such documents or copies of all such documents at DAS' request.

5. **OFFERS TO SETTLE A CLAIM**
   a. The **insured person** must tell DAS if anyone offers to settle a claim and must not negotiate or agree to a settlement without written consent.

   b. If the **insured person** does not accept an offer DAS, based on the advice of the **appointed representative**, consider reasonable to settle a claim, the **Insurer** may refuse to pay further **legal costs**.

   c. The **Insurer** reserves the right to pay the **insured person** the reasonable amount of damages that the **insured person** is claiming, or that is being claimed against them, or negotiate a reasonable settlement of any claim, instead of starting or continuing legal proceedings. In these circumstances the **insured person** must allow DAS to take over and conduct in their name the pursuit or settlement of any claim. The **insured person** will also allow DAS to pursue at their own expense and for the **Insurer's** benefit, any claim for compensation against any other party and must give DAS all information and assistance required.

6. **WITHDRAWAL OF COVERAGE**
   If an **insured person** settles or negotiates a claim without DAS' consent, or withdraws a claim without DAS' consent, or does not give to the **appointed representative** any instructions required, the **Insurer** can withdraw coverage and will be entitled to reclaim from the **insured person** any **legal costs** the **Insurer** has paid.

7. **SANCTION LIMITATION**
   The **Insurer** shall not be deemed to provide coverage and the **Insurer** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of

such claim or provision of such benefit would expose the **Insurer** to any sanction, prohibition or restriction under trade or economic sanctions, laws, or regulations of Canada, the United Nations, or the European Union.

8. ASSESSMENT AND RECOVERY OF COSTS

a. The **insured person** must instruct the **appointed representative** to have **legal costs** taxed, assessed or audited if DAS ask for this;

b. The **insured person** must take every reasonable step to recover **legal costs** that the **Insurer** has to pay and must pay the **Insurer** any amounts that are recovered;

c. Where a settlement is made on a without costs basis the **appointed representative** will determine what proportion of that settlement will be deemed **legal costs** and payable to or by the **Insurer**.

9. CANCELLATION OF A REPRESENTATIVE'S APPOINTMENT

If the **appointed representative**, in consultation with DAS, refuses to continue acting for the **insured person**, or if the **insured person** dismisses the **appointed representative** without DAS' prior consent, the claim will be closed.

10. DISPUTES OVER REASONABLE PROSPECTS FOR A CLAIM

If there is a dispute between an **insured person** and DAS over **reasonable prospects**, the **insured person** may obtain, at their expense, an opinion, from a lawyer mutually agreed to by the **insured person** and DAS, on the merits of a claim or proceedings. If the lawyer's opinion indicates that **reasonable prospects** exist, the **Insurer** will pay the reasonable cost of obtaining the opinion.

11. COMPLAINT HANDLING

If **you** are not satisfied with any aspect of DAS' service, please write to DAS Legal Protection Inc., 390 Bay Street, 22nd Floor, Toronto, Ontario M5H 2Y2. Alternatively **you** can telephone DAS at **1-888-582-5586** or email at **customerrelations@das.ca**.

If **you** are still unsatisfied, **you** can contact the General Insurance OmbudService (GIO). The GIO is an independent organization which exists to help resolve problems between individuals and their insurance providers. The GIO's services are available free of charge to the customer and the GIO can be contacted by telephone (toll-free Number 1-877-225-0446), or through their website at www.giocanada.org. The GIO should be contacted only after **you** have first tried to resolve the issue directly with DAS.

If **you** are a resident of Quebec and **you** are not satisfied with the resolution offered by DAS, **you** may request that DAS send a copy of **your** file to *the Autorité des marchés financiers (AMF),* which will assess the complaint and, if necessary, offer mediation services between **you** and DAS. The *AMF* does not pay any monetary compensation with regard to consumer claims, other than cases covered under its protection and compensation programs. Additional information regarding the *AMF* complaint process can be obtained at http://www.lautorite.qc.ca/en/file-complaint-conso.html or toll free at 1-877-525-0337.

12. **OTHER INSURANCE**
The **Insurer** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this endorsement did not exist.

13. **APPLICABLE LAW**
This endorsement will be governed, interpreted and enforced in accordance with the laws of the province where this endorsement was issued and the federal laws of Canada.

14. **CURRENCY**
All of the dollar limits described in this endorsement are in Canadian funds.

15. **ACTION AGAINST DAS OR THE INSURER**
Any action or proceeding against DAS or the **Insurer** for the recovery of any claim under this endorsement is absolutely barred unless commenced within two years after the **date of occurrence**, or prior to the expiry of the applicable limitation period in the province where this endorsement was issued, whichever is earlier. Any such action or proceeding shall be held in the province where this endorsement was issued and in accordance with its laws and the federal laws of Canada.

16. **COMMUNICATION WITH DAS**
The **insured person** can communicate with DAS by telephone, mail or email. New claims may also be reported by mail or telephone.

17. **YOUR INFORMATION**
Your customer name, policy number, postal code, and the type of insurance coverage **you** purchased has been shared with the **Insurer** and DAS to provide **you** this Legal Expense Insurance. This information is retained by DAS in Canada and the United Kingdom. Any additional information collected at the time **you** make a claim, may also be stored in Canada and the United Kingdom.

LIFE LEASE OR CO-OPERATIVE COLLECTIVELY OWNED PROPERTY COVERAGE

THIS ENDORSEMENT CHANGES YOUR COVERAGE. PLEASE READ CAREFULLY.

If your declaration indicates that Life Lease or Co-operative Collectively Owned Property Coverage is included, the following additional coverages are added under Additional Coverages of Section I – Personal Property.

THE AGREEMENT

We will pay up to the amount of insurance stated on your declaration for your share of an assessment if:

- the assessment is valid under the laws of the province or territory and Life Lease or Co-operative Corporation governing rules;
- it is made necessary by a direct loss to the collectively owned Life Lease or Co-operative property including any real and personal property owned by the Life Lease or Co-operative Corporation, when caused by an insured event you are covered for in your tenant policy.

This coverage does not include that part of an assessment made necessary as a result of a deductible under the Life Lease or Co-operative Corporation's property insurance policy.

KEY WORDS

Life Lease or Co-operative is as defined and outlined under Provincial regulations where your unit is located.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

LIFE LEASE OR CO-OPERATIVE DEDUCTIBLE COVERAGE

THIS ENDORSEMENT CHANGES YOUR COVERAGE. PLEASE READ CAREFULLY.

If your declaration indicates that Life Lease or Co-operative Deductible Coverage is included, the following additional coverages are added under Additional Coverages of Section I – Personal Property.

THE AGREEMENT

We will pay up to the amount of insurance stated on your declaration for the part of an assessment made necessary by a deductible in the Life Lease or Co-operative Corporation's property insurance policy, but only where the laws of the province or territory and the Life Lease or Co-operative Corporation's governing rules specifically permit it to place the responsibility for any portion of the Life Lease or Co-operative Corporation's property insurance policy deductible on an individual unit occupier.

This includes a deductible assessment under the Life Lease or Co-operative Corporation's property insurance, when caused by an insured event you are covered for in your tenant policy as follows:

- for loss or damage to the collectively owned Life Lease or Co-operative property;
- for loss or damage to the real and personal property of the Life Lease or Co-operative;
- for loss or damage to any unit.

However, we will only pay up to $2,500 if an assessment of a deductible is made necessary if loss or damage results from:

- an earthquake and only if earthquake coverage is indicated on your declaration; or
- fire that is caused directly or indirectly by earthquake.

No deductible applies to this coverage.

KEY WORDS

Life Lease or Co-operative is as defined and outlined under Provincial regulations where your unit is located.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

LIFE LEASE OR CO-OPERATIVE UNIT COVERAGE

THIS ENDORSEMENT CHANGES YOUR COVERAGE. PLEASE READ CAREFULLY.

If your declaration indicates that Life Lease or Co-operative Unit Coverage is included, the following additional coverages are added under Additional Coverages of Section I – Personal Property.

THE AGREEMENT

We insure your unit, up to the amount of insurance stated on your declaration, excluding improvements, if the Life Lease or Co-operative Corporation has no insurance, its insurance is inadequate, or is not effective.

This coverage does not include a deductible in the Life Lease or Co-operative Corporation's property insurance policy.

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

KEY WORDS

Life Lease or Co-operative is as defined and outlined under Provincial regulations where your unit is located.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

LIFE LEASE OR CO-OPERATIVE UNIT OWNER IMPROVEMENTS COVERAGE

THIS ENDORSEMENT CHANGES YOUR COVERAGE. PLEASE READ CAREFULLY.

If your declaration indicates that Life Lease or Co-operative Unit Owner Improvements Coverage is included, the following additional coverages are added under Additional Coverages of Section I – Personal Property.

THE AGREEMENT

We will pay up to the amount of insurance stated on your declaration against loss or damage by an insured event for improvements to your unit made or acquired by you, including:

- any building, structure(s) or domestic water container, including swimming pools, spas, hot tubs, saunas, and attached equipment on the premises;
- materials and supplies located on the premises for use in such improvements.

KEY WORDS

Life Lease or Co-operative is as defined and outlined under Provincial regulations where your unit is located.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

LIMITED SEWER BACKUP COVERAGE
CONDOMINIUM UNIT OWNERS AND TENANTS

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ CAREFULLY.

If your declaration indicates that your unit is insured for Limited Sewer Backup Coverage this coverage is added under Section I – Property Coverage.

WHAT IS COVERED
You are insured against direct physical loss or damage to property insured under Section I – Property Coverage caused by sewer backup.

WHAT IS EXCLUDED
Any sewer backup loss that has been contributed to by a flood or overland water event, regardless if the incident occurred simultaneously or in any other sequence, unless the entry point is from sewer backup only.

AMOUNT OF INSURANCE
The Limited Sewer Backup Coverage limit specified on your declaration is the maximum amount payable for all expenses incurred for sewer backup losses, including Coverage D – Loss of Use of Your Unit.

This endorsement does not increase the amounts of insurance shown in your policy.

DEDUCTIBLE
We will only pay that part of the loss that exceeds the Limited Sewer Backup deductible shown on your declarations.

SPECIAL CONDITIONS
After a covered sewer backup loss, we will pay an additional amount of up to $1,000 for your installation expenses of a recognized, normally open backwater valve installed on the mainline. This only applies if the loss exceeds the deductible.

For this endorsement, the following is deleted from Additional Coverages - Debris Removal, “If the amount payable for the insured loss, including expenses for debris removal, is greater than the amount of insurance as indicated for Coverage C – Personal Property on your declaration, then an additional 5% of that limit will be available for debris removal expenses.”

KEY WORDS
Overland Water means water that accumulates upon or submerges land which is usually dry, resulting from:

- the unusual and rapid accumulation or runoff of water or natural precipitation, not caused by escape of water from a domestic water container or watermain; or
- the rising of, the breaking out or the overflow of any body of fresh water or watercourse, whether natural or man-made.

Sewer Backup means the sudden and accidental backing up or escape of water or sewage originating from a:

- Sewer;
- Septic system;
- Storm drain or drain;
- Sump;

located within your unit or another unit either adjacent or above and the common property.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

LIMITED WAIVER OF DEDUCTIBLE COVERAGE

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ CAREFULLY.

THE AGREEMENT

If your declaration indicates Limited Waiver of Deductible is included, the Deductible section under the Basis of Settlement of your policy is removed and replaced with the following:

DEDUCTIBLE

We are responsible for the amount by which the loss or damage caused by any of the insured events exceeds the amount of the deductible shown on your declaration in any one occurrence. If the loss or damage amount exceeds $50,000, your deductible does not apply.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

MOTORIZED VEHICLE COVERAGE

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ CAREFULLY.

This coverage is added under Section I – Property Coverage, Coverage C – Personal Property.

THE AGREEMENT

If your declaration indicates Motorized Vehicle Coverage is included, we will pay for direct physical loss or damage to your described motorized vehicle up to the amount of insurance shown on your declaration.

This endorsement removes the exclusion under Property Excluded:

- sporting equipment where the loss or damage is due to its use.

WHAT IS EXCLUDED

In addition to the items outlined in Section I – What Is Excluded, we do not insure:

- dishonesty of any person entrusted with care, custody or control of the described motorized vehicle. This exclusion does not apply where the person is a carrier for hire;
- loss or damage to tires and tubes unless caused by fire, theft, vandalism or malicious acts or unless the same event causes other insured loss under this coverage.
- motorized vehicles used for deliveries, or carrying passengers for compensation;
- motorized vehicles rented to others;
- motorized vehicles while used in, or in preparation for, any race or speed test;
- motorized vehicles subject to licensing or to motor vehicle registration.

DEDUCTIBLE

We are responsible for the amount of loss or damage that exceeds the deductible shown on the declaration for any one occurrence.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

Please note: We have updated certain coverage wordings that may apply to your insurance policy. Insurance policies dated June 2020 or later that contain coverage endorsements may look different because they now reference new titles. There may be instances where certain coverage wordings within your policy will not yet reflect these changes. We have provided the following guide to help you understand how the updated titles apply:

- Updated Title: Section I – Personal Property Original Title: Section I – Property Coverage
- Updated Title: Section I – What is Excluded Original Title: Section I – Loss or Damage not Insured

OVERLAND WATER COVERAGE
CONDOMINIUM UNIT OWNERS AND TENANTS

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ CAREFULLY.

If your declaration indicates that your unit is insured for Overland Water Coverage this coverage is added under Section I – Property Coverage.

WHAT IS COVERED

You are insured against direct physical loss or damage to property insured under Section I – Property Coverage caused by:

- overland water; and
- any sewer backup loss at your unit resulting from an overland water event, unless the loss is caused by sewer backup only. There must be evidence overland water has entered the unit from an entry point other than where sewer back up enters for this coverage to respond.

WHAT IS EXCLUDED

Regardless of any other cause or event that contributes concurrently, or in any other sequence to the loss or damage, under Section I – What is Excluded, and the following:

- loss or damage caused by:
  a) the rising of, breaking out or overflow of any body of salt water, whether natural or manmade. This includes, but is not limited to, tsunamis, tides, or tidal waves;
  b) the entrance of water through foundations, basement walls or basement floors, unless caused by overland water;
  c) ground water or rising of the water table;
  d) shoreline ice build-up or water borne ice or, other waterborne objects, whether driven by wind or not;
  e) spray, storm surges, waves, seiche, whether driven by wind or not;
- loss or damage to your unit resulting from sewer backup only; and
- loss or damage caused by an overland water event as a result of a designated authority's intentional breach of any man-made structure, which are constructed for the purpose of holding back, containing or controlling any body of water or watercourse. These structures include but are not limited to dams, dikes or levees.

AMOUNT OF INSURANCE

The Overland Water Coverage limit specified on your declaration is the maximum amount payable for all expenses incurred for overland water losses, including Coverage D – Loss of Use of Your Unit.

This endorsement does not increase the amounts of insurance shown in your policy.

DEDUCTIBLE

We will only pay that part of the loss that exceeds the Overland Water Coverage deductible shown on your declaration.

SPECIAL CONDITIONS

For this endorsement, the following is deleted from Additional Coverages - Debris Removal, “If the amount payable for the insured loss, including expenses for debris removal, is greater than the amount of insurance as indicated for Coverage C – Personal Property on your declaration, then an additional 5% of that limit will be available for debris removal expenses.”

KEY WORDS

Overland Water means water that accumulates upon or submerges land which is usually dry, resulting from:

- the unusual and rapid accumulation or runoff of water or natural precipitation not caused by escape of water from a domestic water container or watermain; or
- the rising of, the breaking out or the overflow of any body of fresh water or watercourse, whether natural or man-made.

Sewer Backup means the sudden and accidental backing up or escape of water or sewage originating from a:

- Sewer;
- Septic system;
- Storm drain or drain;
- Sump.

located within your unit or another unit either adjacent or above and the common property.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

PERSONAL ARTICLES COVERAGE

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ CAREFULLY.

THE AGREEMENT

If your declaration indicates Personal Articles Coverage is included, we insure the personal article(s) described on your declaration against all risks of direct physical loss or damage.

WHAT IS EXCLUDED

In addition to the items outlined in Section I - What is Excluded, we do not insure;

- loss or damage caused by or resulting from the dishonesty of persons to whom the insured property is entrusted but this exclusion does not apply where the person entrusted is a carrier for hire.
- any musical instrument or equipment played for a fee unless we have given permission.
- we do not insure your luggage, handbags and footwear while at any fairgrounds, exhibition or expositions, with the intent to display, demonstrate, trade or sell.

BASIS OF SETTLEMENT

For insured loss or damage, we will pay the lesser of the:

a) actual cost of repairs;
b) actual cost of replacement;
c) amount of insurance on your declaration

If the lost or damaged property is not repaired or replaced however, we will pay the lesser of the:

a) actual cash value of the estimated repairs;
b) actual cash value of the estimated replacement;
c) amount of insurance on your declaration

If you later decide to repair or replace any of the lost or damage property, you may make an additional claim for the difference between the actual cash value and the replacement cost, provided it is done so within 180 days of the date the actual cash value payment was made.

DEDUCTIBLE

No deductible applies to this coverage.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

Please note: We have updated certain coverage wordings that may apply to your insurance policy. Insurance policies dated June 2020 or later that contain coverage endorsements may look different because they now reference new titles. There may be instances where certain coverage wordings within your policy will not yet reflect these changes. We have provided the following guide to help you understand how the updated titles apply:

- Updated Title: Section I – Personal Property   Original Title: Section I – Property Coverage
- Updated Title: Section I – What is Excluded   Original Title: Section I – Loss or Damage not Insured

PERSONAL CYBER COVERAGE

Cyber Attack, Cyber Extortion, Online Fraud, Data Breach and Cyberbullying

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.

This endorsement is added under SECTION I – OPTIONAL COVERAGES.

KEY WORDS

Solely for the purposes of this endorsement, the following key words are added:

1. **Affected individual** means any person whose personally identifying information is lost, stolen, accidentally released or accidentally published by a data breach covered under this endorsement. This definition is subject to the following provisions:
   a. Affected individual must be someone whose personally identifying information is in your possession because of:
      (1) A family or personal relationship with you; or
      (2) Your activities or responsibilities in connection with volunteer work for a non-profit organization.
   b. Affected individual does not mean or include any of the following:
      (1) You;
      (2) Anyone whose personally identifying information is in your possession because of the activities or responsibilities of you in connection with a for- profit organization or in connection with a non-profit organization for which you are a paid employee or contract worker. Such organizations include, but are not limited to, organizations that you own or operate; or
      (3) Any business, organization or entity. Only an individual person may be an affected individual.
2. **Computing device** means a desktop, laptop or tablet computer or wi-fi router or other Internet access point. Such device must be owned or leased by you and operated under your control.
3. **Connected home device** means any electronic device, other than a computing device, that connects to the Internet or to other electronic devices. This includes, but is not limited to, networked versions of any of the following:
   a. Smart phones;
   b. Thermostats;
   c. Entertainment systems;
   d. Appliances;
   e. Smoke, fire and home security monitoring systems; or
   f. Cameras.

   Such device must be owned or leased by you and operated under your control.
4. **Cyber attack** means one of the following involving a computing device or connected home device:
   a. Unauthorized Access or Use - meaning the gaining of access to your computing device or connected home device by an unauthorized person or persons or by an authorized person or persons for unauthorized purposes; or
   b. Malware Attack – meaning damage to your computing device, connected home device or data arising from malicious code, including viruses, worms, Trojans, spyware and keyloggers. This does not mean damage from shortcomings or mistakes in legitimate electronic code or damage from code installed on your computing device or connected home device during the manufacturing process.

5. **Cyberbullying costs** means the following costs arising as a direct result of a cyberbullying event when incurred by you or a named insured within 12 months after the cyberbullying event:
   a. Costs for counseling from a licensed mental health professional for the victim of the cyberbullying event;
   b. Temporary relocation expenses;
   c. Temporary private tutoring;
   d. Enrollment expenses incurred due to relocation to a similar, alternate school, but enrollment expenses do not include tuition costs;
   e. Professional cybersecurity consultation services;
   f. Purchase of mobile applications, social monitoring software and web-based products when used to prevent further occurrence of cyberbullying events;
   g. Legal expenses, including legal expenses for the removal of online content related to the cyberbullying event; or
   h. Lost wages, childcare and eldercare expenses.
6. **Cyberbullying event** means two or more similar or related acts of harassment, intimidation, defamation, invasion of privacy, threats of violence or other similar acts. These related acts must be perpetrated, wholly or partially, using computers, cell phones, tablets or any similar device. The cyberbullying event, for purposes of this insurance, begins on the date of the first similar or related act of cyberbullying.
7. **Cyber extortion event** means one of the following involving a computing device or connected home device:
   a. A demand for money or other consideration based on a credible threat to damage, disable, deny access to or disseminate content from your computing device, connected home device or data; or
   b. A demand for money or other consideration based on an offer to restore access or functionality in connection with an attack on your computing device, connected home device, or data.
8. **Cyber extortion response costs** means any payment as directed by the extortion threat, but only when that payment is:
   a. Incurred as a direct result of a cyber extortion event directed against you; and
   b. Approved in advance by us. However, at our sole discretion, we may pay for cyber extortion response costs that were not approved in advance by us if we determine the following:
      (1) It was not practical for you to obtain our prior approval; and
      (2) If consulted at the time, we would have approved the payment.

9. Data breach
   a. Data breach means the loss, theft, accidental release or accidental publication of personally identifying information regarding one or more affected individuals. At the time of the breach, such information must be in:
      (1) Your care, custody or control; or
      (2) The care, custody or control of a professional entity with whom you have a contract and to whom you have entrusted the information.
   b. With respect to Data Breach coverage, if the date of the data breach as defined in a. above cannot be determined, such date shall be deemed to be the date you first become aware of the loss, theft, release or publication of the personally identifying information, provided that such date falls within the policy period.

10. Data recovery costs
   a. Data recovery costs means the costs of a professional firm hired by you to replace electronic data that has been lost or corrupted.
   b. Data recovery costs does not mean costs to research, re-create or replace any of the following:
      (1) Software programs or operating systems that are not commercially available;

(2) Data that cannot reasonably be replaced. This includes, but is not limited to, personal photos, movies or recordings for which no back-up is available; or
(3) Data that is obsolete, unnecessary or useless to you.

11. **Fraud costs** means the amount fraudulently taken from you. This is the direct financial loss only. Fraud costs does not include any of the following:
    a. Other expenses that arise from the fraud event;
    b. Indirect loss, such as bodily injury, lost time, lost wages, identity recovery expenses or damaged reputation;
    c. Any interest, time value or potential investment gain on the amount of financial loss; or
    d. Any portion of such amount that has been or can reasonably be expected to be reimbursed by a third party, such as a financial institution.

12. Fraud event
    a. Fraud event means any of the following, when such event results in direct financial loss to you:
        (1) An identity theft;
        (2) The unauthorized use of a card, card number or account number associated with a bank account or credit account issued to or registered in an your name, when you are legally liable for such use;
        (3) The forgery or alteration of any cheque or negotiable instrument;
        (4) Acceptance in good faith of counterfeit currency; or
        (5) An intentional and criminal deception of you to induce you to part voluntarily with something of value.
    b. Fraud event does not mean or include any occurrence:
        (1) In which you are threatened or coerced to part with something of value;
        (2) Between you and any of the following:
            (a) Any named insured;
            (b) Your current or former spouse, common law spouse or domestic partner; or
            (c) Your grandparent, parent, sibling, child or grandchild.
        (3) Involving use of a card, card number or account number associated with a bank account or credit account:
            (a) By a person who has ever received any authorization from you to use such card, card number or account number, unless such authorization was obtained through a criminal deception of you; or
            (b) If you have not complied with all terms and conditions under which such card, card number or account number was issued.
        (4) Arising from any of the following:
            (a) The business or professional service of an insured;
            (b) A dispute or a disagreement over the completeness, authenticity or value of a product, a service or a financial instrument;
            (c) A gift or charitable contribution to an individual or any legitimate organization;
            (d) An online auction or the use of an online auction site;
            (e) A lottery, gambling or a game of chance; or
            (f) An advance fee fraud or other fraud in which you provide money based on an expectation of receiving at some future time a larger amount of money or something with a greater value than the money provided.

13. **Identity theft** means the fraudulent use of personally identifying information. This includes fraudulently using such information to establish credit accounts, secure loans, enter into contracts or commit crimes.

14. **One cyber occurrence** means all cyber attacks, cyberbullying events, cyber extortion events, fraud events and data breaches that:
    a. Take place at the same time; or
    b. Arise during the same policy period from the same source, cause or vulnerability.

15. Personally identifying information
    a. Personally identifying information means information that could be used to commit fraud or other illegal activity involving the credit or identity of an affected individual. This information includes, but is not limited to, Social Insurance Numbers or other account numbers correlated with names or addresses.
    b. Personally identifying information does not mean or include information that is otherwise available to the public, such as names and addresses with no correlated or associated Social Insurance Numbers or other account numbers.

16. **School administrator** means a principal, vice principal, headmaster or dean.

17. System restoration costs
    a. System restoration costs means the costs of a professional firm hired by you to do the following in order to restore your computing device or connected home device to the level of functionality it had before the cyber attack:
        (1) Replace or reinstall computer software programs;
        (2) Remove any malicious code; and
        (3) Configure or correct the configuration of your computing device or connected home device.
    b. System restoration costs does not mean any of the following:
        (1) Cost to repair or replace hardware. However, at our sole discretion, we may pay to repair or replace hardware if doing so reduces the amount of loss payable under this endorsement;
        (2) Cost to increase the speed, capacity or utility of your computing device or connected home device;
        (3) Cost of your time or labour;
        (4) Any costs in excess of the replacement value of your computing device or connected home device, including applicable hardware and software; nor
        (5) Cost to replace computer software programs or operating systems which are not commercially available.

COVERAGE

We will pay for the following subject to the amount of insurance stated in the Declaration unless otherwise specified below. Coverage provided under this endorsement does not increase any amount of insurance under your policy.

SECTION 1 – CYBER ATTACK

CONDITIONS

This Cyber Attack coverage applies only if all of the following conditions are met:

1. There has been a cyber attack; and
2. Such cyber attack is first discovered by you during the policy period for which this endorsement is applicable; and
3. Such cyber attack is reported to us as soon as practicable, but in no event more than 60 days after the date it is first discovered by you.

COVERAGE

If all of the conditions listed in the Cyber Attack CONDITIONS have been met, then we will provide you the following coverages for loss directly arising from such cyber attack:

1. Data Recovery
   We will pay your necessary and reasonable data recovery costs.
2. System Restoration
   We will pay your necessary and reasonable system restoration costs.

SECTION 2 – CYBER EXTORTION

CONDITIONS

This Cyber Extortion coverage applies only if all of the following conditions are met:

1. There has been a cyber extortion event against you; and
2. Such cyber extortion event is first discovered by you during the policy period for which this endorsement is applicable; and
3. Such cyber extortion event is reported to us as soon as practicable, but in no event more than 60 days after the date it is first discovered by you; and
4. Such cyber extortion event is reported in writing by you to the police.

COVERAGE

If all of the conditions listed in the Cyber Extortion CONDITIONS have been met, then we will provide you with the following:

1. Professional assistance from a subject matter expert provided by us for advice and consultation regarding how best to respond to the threat; and
2. Reimbursement of your necessary and reasonable cyber extortion response costs.

SECTION 3 – ONLINE FRAUD

CONDITIONS

This Online Fraud coverage applies only if all of the following conditions are met:

1. There has been a fraud event against you that is wholly or partially perpetrated through a computing device or connected home device; and
2. Such fraud event is first discovered by you during the policy period for which this endorsement is applicable; and
3. Such fraud event is reported to us as soon as practicable, but in no event more than 60 days after the date it is first discovered by you; and
4. Such fraud event is reported in writing by you to the police.

COVERAGE

If all of the conditions listed in the Online Fraud CONDITIONS have been met, then we will pay your necessary and reasonable fraud costs.

SECTION 4 – DATA BREACH

CONDITIONS

This Data Breach coverage applies only if all of the following conditions are met:

1. There has been a data breach involving personally identifying information; and
2. Such data breach is first discovered by you during the policy period for which this endorsement is applicable; and
3. Such data breach is reported to us as soon as practicable, but in no event more than 60 days after the date it is first discovered by you.

COVERAGE

If all of the conditions listed in the Data Breach CONDITIONS have been met, then we will provide you the following coverages for loss directly arising from such data breach:

1. Forensic IT Review

   We will pay the necessary and reasonable expense for a professional information technologies review, if needed, to determine within the constraints of what is possible and reasonable, the nature and extent of the data breach and the number and identities of the affected individuals. This does not include costs to analyze, research or determine any of the following:

   a. Vulnerabilities in systems, procedures or physical security;

   b. Compliance with security standards; or

   c. The nature or extent of loss or damage to data that is not personally identifying information.

   If there is reasonable cause to suspect that a covered data breach may have occurred, we will pay for costs covered under Forensic IT Review, even if it is eventually determined that there was no covered data breach. However, once it is determined that there was no covered data breach, we will not pay for any further costs.

2. Legal Review

   We will pay the necessary and reasonable expense for a professional legal counsel review, if needed, of the data breach and how you should best respond to it.

   If there is reasonable cause to suspect that a covered data breach may have occurred, we will pay for costs covered under Legal Review, even if it is eventually determined that there was no covered data breach. However, once it is determined that there was no covered data breach, we will not pay for any further costs.

3. Notification to Affected Individuals
   We will pay your necessary and reasonable costs to provide notification of the data breach to affected individuals.
4. Services to Affected Individuals
   This coverage only applies if you have provided notification of the data breach to affected individuals as covered under paragraph 3, Notification to Affected Individuals and in accordance with Additional Conditions 5, Pre-Notification Consultation.
   We will pay your necessary and reasonable costs to provide the following services to affected individuals.
   a. The following services apply to any data breach:
      1) Informational Materials
         A packet of loss prevention and customer support information.
      2) Help Line
         A toll-free telephone line for affected individuals with questions about the data breach. Where applicable, the line can also be used to request additional services as listed in b. 1) and 2).
   b. The following additional services apply to data breaches involving personally identifying information:
      1) Fraud Alert
         An alert placed on a credit file advising the creditor to validate the legitimacy of a credit application by contacting the affected individual. This service is initiated by the affected individual contacting the service provider who will provide assistance with placement of alerts with all designated Canadian credit bureaus.
      2) Identity Restoration Case Management
         Regarding any affected individual who is or appears to be a victim of identity theft that may reasonably have arisen from the data breach, the services of an identity restoration professional who will assist that affected individual through the process of correcting credit and other records and, within the constraints of what is possible and reasonable, restoring control over his or her personal identity.

SECTION 5 – CYBERBULLYING

CONDITIONS

This Cyberbullying coverage applies only if all of the following conditions are met:

1. There has been a cyberbullying event against you or a named insured; and
2. Such cyberbullying event is first discovered by you or a named insured during the policy period for which this endorsement is applicable; and
3. Such cyberbullying event has caused harm significant enough for you or a named insured to:
   a. Report such cyberbullying event to a school administrator or law enforcement; or
   b. Require treatment by a licensed medical or mental health practitioner who is not a member of your immediate family. In the occurrence of such cyberbullying event, at our discretion, we reserve the right to require you or a named insured to submit to an independent medical examination.

COVERAGE

If all of the conditions listed in the Cyberbullying CONDITIONS have been met, then we will provide reimbursement of your necessary and reasonable cyberbullying costs.

LOSS OR DAMAGE NOT INSURED

The following additional exclusions apply to all coverages under this endorsement.

We will not pay for loss, damage or expense caused by or resulting from:

1. Any of the following by you:
   a. Criminal, fraudulent or dishonest act, error or omission;
   b. Intentional violation of the law; or
   c. Intentional causing or contributing to a covered loss event;
2. Any criminal investigations or proceedings;
3. Any physical damage;
4. Any damage to a motor vehicle, watercraft, aircraft, or other vehicle.
5. Any third party liability or legal defense costs;
6. Any fines or penalties;
7. Loss to the Internet, an Internet service provider or any device or system that is not owned or leased by you and operated under your control;
8. Loss arising from any business, including but not limited to any business owned or operated by you or any business employing you;
9. Loss arising from any farming operations, including but not limited to any farming operations owned or operated by you or any farming operations employing you;
10. Except as specifically provided under the System Restoration portion of Cyber Attack coverage, costs to research or correct any deficiency;
11. Any cyber attack, cyberbullying event, cyber extortion event, fraud event or data breach first discovered by you prior to the inception of your coverage under this endorsement; or
12. Any cyber attack, cyberbullying event, cyber extortion event, fraud event or data breach first occurring more than 60 days prior to the inception of your coverage under this endorsement.
13. Any costs or expenses associated with a cyber attack, cyberbullying event, cyber extortion event, fraud event or data breach event if such costs or expenses are incurred more than one year from the expiration date of the policy as shown in the Declaration page.

AMOUNT OF INSURANCE

The Home Cyber Protection Annual Aggregate Limit shown on the Declaration for this endorsement is the most we will pay under this endorsement for all loss, damage or expense arising during any one policy period. This limit shall apply to the total of all loss, damage or expense arising from all cyber attacks, cyberbullying events, cyber extortion events, fraud events or data breaches occurring during such policy period. Our costs under Section 2 – Cyber Extortion to provide you with professional assistance from a subject matter expert shall not count towards the loss, damage or expense included within your coverage limit.

If one cyber occurrence causes loss, damage or expense in more than one policy period, all such loss, damage and expense will be subject to the Personal Cyber Coverage Annual Aggregate Limit of the first policy period.

DEDUCTIBLE

We will only pay that part of the loss that exceeds the Personal Cyber Coverage deductible shown in the Declaration. No other deductible applies to this coverage.

ADDITIONAL CONDITIONS

1. Confidentiality
   With respect to Section 2 – Cyber Extortion, you must make every reasonable effort not to divulge the existence of this coverage to anyone other than the police.
2. Due Diligence
   You agree to use due diligence to prevent and mitigate costs covered under this endorsement. This includes, but is not limited to, complying with reasonable and widely-practiced steps for:
   a. Providing and maintaining appropriate system and data security; and
   b. Maintaining and updating at appropriate intervals, backups of electronic data.
3. Legal Advice
   We are not your legal advisor. Our determination of what is or is not insured under this endorsement does not represent advice or counsel from us about what you should or should not do.
4. Other Coverage
   If elements of coverage under this endorsement are covered under the policy to which this endorsement is attached or under any other policy in force at the time of a covered event, then coverage under this endorsement will apply as excess coverage only. If loss payment has been made under this or any other policy for the same event, the amount of such payment will count towards the deductible that applies to coverage under this endorsement.
5. Pre-Notification Consultation
   a. You agree to consult with us prior to the issuance of notification to affected individuals under Section 4 – Data Breach. We assume no responsibility for any services promised to affected individuals without our prior agreement.
   b. We will suggest a service provider for Notification to Affected Individuals and Services to Affected Individuals. If you prefer to use an alternate service provider, our coverage is subject to the following limitations:
      (1) Such alternate service provider must be approved by us; and
      (2) Our payment for services provided by any alternate service provider will not exceed the amount that we would have paid using the service provider we had suggested.
   c. You will provide us and the service provider the following at our pre-notification

consultation with you:

(1) The exact list of affected individuals to be notified, including contact information;

(2) Information about the data breach that may appropriately be communicated to affected individuals; and

(3) The scope of services that you desire for the affected individuals. For example, coverage may be structured to provide fewer services in order to make those services available to more affected individuals without exceeding the available limit of coverage.

6. Services

a. We will only pay under this endorsement for services that are provided by service providers approved by us. You must obtain our prior approval for any service provider whose expenses you want covered under this endorsement. We will not unreasonably withhold such approval.

b. You will have a direct relationship with the professional service firms paid for in whole or in part under this endorsement. Those firms work for you.

c. With respect to any services provided by any service firm paid for in whole or in part under this endorsement:

(1) The effectiveness of such services depends on your cooperation and assistance;

(2) We do not warrant or guarantee that the services will end or eliminate all problems associated with the covered events;

(3) We do not warrant or guarantee that services will be available or applicable to all individuals.

All other provisions of this policy apply.

Please note: We have updated certain coverage wordings that may apply to your insurance policy. Insurance policies dated June 2020 and later that contain coverage endorsements may look different because they now reference new titles. There may be instances where certain coverage wordings within your policy will not yet reflect these changes. We have provided the following guide to help you understand how the updated titles apply:

- Updated Title: Section I – Personal Property Original Title: Section I – Property Coverage
- Updated Title: Section I – What is Excluded Original Title: Section I – Loss or Damage not Insured

PET ACCIDENT COVERAGE

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ CAREFULLY.

If your declarations indicate Pet Accident Coverage under endorsements and limitations, the following additional coverage applies:

WHAT IS COVERED:

We will pay up to $2000 per pet for any domesticated cat or dog you own, or which is in your possession, for any:

- veterinary bills or prescribed medicine for any injury to your domesticated dog or cat, resulting from an accident;
- expenses to board your domesticated dog or cat at a commercial boarding facility, due to bodily injury sustained to you resulting from an accident.

In the event your domesticated dog or cat dies in the accident, or within 7 days of the accident date due to injuries resulting from an accident, we will pay any unused portion of the $2,000 limit.

DEDUCTIBLE:

No deductible applies to this endorsement.

KEY WORDS:

Automobile means a motor vehicle of the private passenger type, pick-up truck, station wagon, sports utility vehicle or mini/compact van type used for personal, business or farming purposes. Automobile does not include motorcycles, snow machines or all-terrain vehicles.

Accident means an event(s) where an automobile tips over or is involved in a collision with one of the following:

- another vehicle or its attached trailer;
- the surface of the ground;
- any object in or on the ground.

This endorsement does not change any other limits, terms, conditions, provisions, definitions, and exclusions of your policy.

Please note: We have updated certain coverage wordings that may apply to your insurance policy. Insurance policies dated June 2020 or later that contain coverage endorsements may look different because they now reference new titles. There may be instances where certain coverage wordings within your policy will not yet reflect these changes. We have provided the following guide to help you understand how the updated titles apply:

- Updated Title: Section I – Personal Property — Original Title: Section I – Property Coverage
- Updated Title: Section I – What is Excluded — Original Title: Section I – Loss or Damage not Insured

SPORTS EQUIPMENT COVERAGE

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ CAREFULLY.

This coverage is added under Section I – Property Coverage, Coverage C – Personal Property.

THE AGREEMENT

If your declaration indicates Sports Equipment Coverage is included, we agree to pay direct physical loss or damage to your described sports equipment and clothing.

This endorsement removes the restriction under Property Excluded:

- sporting equipment where the loss or damage is due to its use.

WHAT IS EXCLUDED

The following exclusion is removed from Section I – What Is Excluded:

8. caused by the dishonesty of a person(s) in which you have entrusted with the care, custody and control of your personal property;

And replaced with:

8. loss or damage caused by dishonesty of any person entrusted with care, custody or control of the listed sports equipment. This exclusion does not apply where the person is a carrier for hire;

DEDUCTIBLE

No deductible applies to this endorsement.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

Please note: We have updated certain coverage wordings that may apply to your insurance policy. Insurance policies dated June 2020 or later that contain coverage endorsements may look different because they now reference new titles. There may be instances where certain coverage wordings within your policy will not yet reflect these changes. We have provided the following guide to help you understand how the updated titles apply:

- Updated Title: Section I – Personal Property Original Title: Section I – Property Coverage
- Updated Title: Section I – What is Excluded Original Title: Section I – Loss or Damage not Insured

TELEPHONE LEGAL HELPLINE SERVICE

This document certifies that you have unlimited access to a Legal Helpline Service, provided by DAS Legal Protection Inc. (DAS) on behalf of Wawanesa Mutual Insurance Company and subject to the terms, definitions, conditions, exclusions and limitations set forth in this endorsement.

TELEPHONE LEGAL HELPLINE SERVICE

DAS will provide **you** access to a Legal Helpline Service through which **you** can receive confidential general legal assistance and information over the phone relating to any legal or tax problem to help determine **your** legal rights and options under the laws of the applicable province and the federal laws of Canada. The lawyer cannot provide case specific research or review documents.

DAS will provide this service between the hours of 8am and midnight, local time, seven (7) days a week. In addition, DAS will facilitate access to a lawyer twenty-four (24) hours a day, seven (7) days a week, in emergency situations. Calls to this service may be recorded.

TO CONTACT THIS SERVICE, CALL 1-888-668-6027

DAS will not accept responsibility if the Legal Helpline Service is unavailable for reasons DAS cannot control.

TENANTS ACTUAL CASH VALUE COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

If your declaration indicates that your unit is insured for Actual Cash Value Coverage, loss or damage whether directly or indirectly caused by, or resulting from an insured event under Section I – Property Coverage will be settled on the basis of Actual Cash Value. This means that your Basis of Settlement will be as follows:

BASIS OF SETTLEMENT

For insured loss or damage, we will pay the lesser of the:

a) actual cash value of the estimated repairs;
b) actual cash value of the estimated replacement;
c) amount of insurance on your declaration.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

TENANTS EARTHQUAKE COVERAGE

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

This coverage is added under Section I and is subject to all the terms and conditions applicable to Section I – Property Coverage.

INSURED PROPERTY

If your Declaration indicates that your unit is insured for Tenants Earthquake Coverage, we insure your property under Section I – Personal Coverage against direct physical loss or damage caused by or resulting from earthquake as follows:

- Coverage C – Personal Property
- Coverage D – Loss of Use of Your Unit

WHAT IS EXCLUDED

We do not insure:

- loss or damage whether directly or indirectly caused by, resulting from, contributed to, aggravated by or attributed to the following:
  a) explosion;
  b) smoke;
  c) leakage from fire protective equipment;
  d) theft;
  e) vandalism and malicious acts; or
  f) flood of any nature;
- loss or damage caused by or resulting from losses under Section I – What is Excluded. In addition, the following exclusion is removed:

  24. caused directly or indirectly, in whole or in part, by snowslide, sinkhole, earthquake, landslide, or any other earth movement regardless of any cause or event that contributes concurrently. If any of these results in fire or explosion we will pay only for the resulting loss or damage from that fire or explosion regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage;

  and replaced with:

  24. caused directly or indirectly, in whole or in part, by snowslide, sinkhole, landslide, or any other earth movement regardless of any cause or event that contributes concurrently. If any of these results in fire or explosion we will pay only for the resulting loss or damage from that fire or explosion regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage; and
- the increased costs of repair or replacement due to any law regulating the zoning, demolition, repair or construction of buildings and their related services or increased costs associated with land stabilization.

AMOUNT OF INSURANCE

The Earthquake Coverage Amount of Insurance is stated on your declaration for the following coverages:

- Coverage C – Personal Property
- Coverage D – Loss of Use of Your Unit

The Tenants Earthquake Coverage limits specified on your declaration is the maximum amount payable for all expenses incurred for earthquake losses.

This endorsement does not increase the amount of insurance.

SPECIAL CONDITIONS

Your earthquake endorsement includes snowslide, sinkhole and landslide occurring concurrently with and resulting from; an earthquake shock and other natural or man-made earth movements resulting from mining or fracking operations.

One or more earthquake shocks which occur within a 168 hour period is considered a single earthquake.

For this endorsement, the following is deleted from Additional Coverages - Debris Removal, “If the amount payable for the insured loss, including expenses for debris removal, is greater than the amount of insurance as indicated for Coverage C – Personal Property on your declaration, then an additional 5% of that limit will be available for debris removal expenses.”

DEDUCTIBLE

We are responsible only for the amount that exceeds the Earthquake Coverage deductible shown on your declaration. The deductible shall apply separately to losses under:

- Coverage C – Personal Property
- Coverage D – Loss of Use of Your Unit

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

THEFT, ATTEMPTED THEFT AND MYSTERIOUS DISAPPEARANCE EXCLUSION

THIS ENDORSEMENT LIMITS YOUR COVERAGE. PLEASE READ CAREFULLY.

This endorsement limits your coverage under Section I – Property Coverage.

THE AGREEMENT

If your declaration indicates Theft, Attempted Theft and Mysterious Disappearance Exclusion, there is no coverage for any loss or damage caused by or resulting from theft, attempted theft or mysterious disappearance.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

TOOLS COVERAGE

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ CAREFULLY.

THE AGREEMENT

If your declaration indicates Tools Coverage is included, we insure the tools described on your declaration against all risks of direct physical loss or damage:

- fire, lightning and explosion;
- windstorm or hail;
- flood;
- earthquake;
- collapse of bridges and culverts;
- collision, upset, overturn or derailment of a land vehicle carrying or transporting your tools;
- stranding, sinking, burning, or collision of any regular ferry carrying or transporting your tools;
- theft.

WHAT IS EXCLUDED

In addition to the items outlined in Section I – What Is Excluded, we do not insure loss or damage caused by or resulting from:

- strikes, lockouts, labor disturbances, riots, or civil commotions;
- dishonesty of any person entrusted with care, custody or control of the described tools. This exclusion does not apply where the person is a carrier for hire;
- unexplained loss, mysterious disappearance or shortage revealed when taking inventory; and
- theft while the insured property is off premises and left unattended, unless it is kept in a secured vehicle or location and the loss is a direct result of a burglary with visible signs of forced entry.

DEDUCTIBLE

We will pay for loss or damage that exceeds $50 per occurrence.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

Please note: We have updated certain coverage wordings that may apply to your insurance policy. Insurance policies dated June 2020 or later that contain coverage endorsements may look different because they now reference new titles. There may be instances where certain coverage wordings within your policy will not yet reflect these changes. We have provided the following guide to help you understand how the updated titles apply:

- Updated Title: Section I – Personal Property — Original Title: Section I – Property Coverage
- Updated Title: Section I – What is Excluded — Original Title: Section I – Loss or Damage not Insured

VACATION TRAILER COVERAGE

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ CAREFULLY.

This coverage is added under Section I – Property Coverage, Coverage C – Personal Property.

THE AGREEMENT

If your declaration indicates Vacation Trailer Coverage is included, we will pay for direct physical loss or damage to your described vacation trailer up to the amount of insurance shown on your declaration.

ADDITIONAL CONDITION

If you acquire another vacation trailer to replace the vacation trailer currently described on your declaration, we will insure the newly acquired vacation trailer for a period not exceeding 30 days from the date of acquisition. We will pay the lesser of:

- the amount of insurance shown on your declaration; or
- the invoice cost of the replacement vacation trailer.

WHAT IS EXCLUDED

In addition to the items outlined in Section I – What Is Excluded, we do not insure:

- motorized vehicles, motors, aircraft, watercraft, electric bicycles or other means of transportation including their furnishings, equipment or accessories;
- vacation trailers rented to others;
- vacation trailers in transport on water except by regular ferries;
- dishonesty of any person entrusted with care, custody or control of the described vacation trailer.

This exclusion does not apply where the person is a carrier for hire.

ADDITIONAL COVERAGES

The following Additional Coverages are subject to the exclusions, limitations and conditions of this endorsement.

Attachments and Private Structures

We will pay for loss or damage to private structures and attachments, including permanently installed outdoor equipment on the location where your described vacation trailer is situated, caused by an insured event.

This coverage does not increase the amount of insurance shown on your declaration for your described vacation trailer.

Debris Removal

We will pay the actual cost of debris removal expenses for your vacation trailer in the event of a total loss on a reimbursement basis up to $1,000 per occurrence.
This is additional insurance with no deductible.

Emergency Roadside Service Expense

If your vacation trailer becomes disabled and you incur emergency road service expenses, we will reimburse up to $1,000 per occurrence provided you submit to us all receipted bills and acceptable evidence of loss.

This coverage does not extend to the towing vehicle, nor will we pay for any parts, tires or supplies.
This is additional insurance.
No deductible applies to this coverage.

Loss of Use
If your trailer suffers an insured loss and is unfit for use, we will pay up to $1,000 per occurrence towards:

- the rental cost of a replacement vacation trailer of similar kind and quality; or
- reimbursement of prepaid deposits and camp site reservations that cannot be refunded for the time period, or
- the reasonable expense to return your vacation trailer back to your premises.

This is additional insurance.

Personal Property
Your personal property that is located at or being used with your described vacation trailer is included up to 25% of the amount of insurance shown on your declaration for your vacation trailer.
This is additional insurance.
Your vacation trailer deductible applies to this coverage.

BASIS OF SETTLEMENT

For insured loss or damage to vacation trailers less than 11 years of age, attachments and private structures and personal property, we will pay the lesser of the:
a) Actual cost of repairs;
b) Actual cost of replacement;
c) Amount of insurance on your declaration.

However, if you are the original purchaser of the vacation trailer, the loss occurs within 24 months from the original purchase date and the trailer is insured to 100% of the original purchase price, we will pay the full cost of replacement; even if it is more than the amount of insurance on your declaration.

If the lost or damaged property is not repaired or replaced, or the vacation trailer is 11 years of age or older, we will pay the lesser of the:
a) Actual cash value of the estimated repairs;
b) Actual cash value of the estimated replacement;
c) Amount of insurance on your declaration.

If you later decide to repair or replace the vacation trailer which is less than 11 years of age, or any of the lost or damaged attachments and private structures or personal property, you may make an additional claim for the difference between the actual cash value and the replacement cost, provided it is done within 180 days of the date the actual cash value payment was made.

DEDUCTIBLE

Your deductible for this endorsement is as shown on your declaration.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

Please note: We have updated certain coverage wordings that may apply to your insurance policy. Insurance policies dated June 2020 or later that contain coverage endorsements may look different because they now reference new titles. There may be instances where certain coverage wordings within your policy will not yet reflect these changes. We have provided the following guide to help you understand how the updated titles apply:

- Updated Title: Section I – Personal Property Original Title: Section I – Property Coverage
- Updated Title: Section I – What is Excluded Original Title: Section I – Loss or Damage not Insured