Habitation Policy Center
MASTER INDEX

Canada (excluding Quebec)

SEPTEMBER 09, 2020

Statutory Conditions

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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.

Wawanesa Insurance

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.

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.

Wawanesa Insurance

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.

Wawanesa Insurance

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.

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 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

PERSONAL PROPERTY INSURANCE POLICY

INTRODUCTION

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

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

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

HOW TO READ AND UNDERSTAND YOUR POLICY

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

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

Your policy consists of:

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

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

This policy consists of two sections:

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

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

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

AGREEMENT

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

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

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

"Computer System" means:

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

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

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

"Data Problem" means:

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

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

"**Dwelling**" means:

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

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

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

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

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

"**Insured**"

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

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

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

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

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

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

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

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

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

"Occurrence"

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

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

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

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

"Premises"

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

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

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

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

"Property Damage" means:

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

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

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

1. **FIRE**
2. **LIGHTNING**
3. **EXPLOSION**
4. **SMOKE**
   This peril means smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the "premises".
5. **FALLING OBJECT**
   This peril means a falling object which strikes the exterior of a "dwelling" and/or private structure.
6. **IMPACT BY AIRCRAFT, SPACECRAFT OR LAND VEHICLE**
   This peril does not include any loss or damage to animals.
7. **RIOT**

8. VANDALISM OR MALICIOUS ACTS

This peril does not include loss or damage:

a. caused by "you" and/or at "your" direction;

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

c. caused by theft or damage from an attempted theft.

9. WATER DAMAGE

"We" insure:

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

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

(1) caused by freezing during the usual heating season;

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

a) arranged for a competent person to enter "your" "dwelling" and/or private structures once every 3 days "you" were away to ensure that heating was being maintained;

b) shut off the water supply to "your" "dwelling" and/or private structures and had drained all of the pipes and "domestic water containers";

c) connected "your" heating system to an alarm which is monitored 24 hours a day by a central monitoring service;

(ii) within an unheated portion of "your" "dwelling" and/or detached private structures;

(2) caused by continuous or repeated leakage or discharge of water;

(3) caused by seepage;

(4) caused by the backing up or escape of water or sewage from any sewer, septic system or sump;

(5) to a plumbing, heating, cooling, sprinkler or air conditioning system or "domestic water container" from which the water escaped; or

(6) occurring while the "dwelling" and/or private structure is under construction or "vacant", even if "we" have given permission for the policy to remain in force during construction or "vacancy". This exclusion applies immediately upon "your" "dwelling" and/or private structures becoming "vacant" or commencing construction;

b. the sudden and accidental escape of water from a "domestic water container" which is located outside "your" "dwelling" and/or private structures; but under no circumstances do "we" insure any loss or damage when the escape of water is caused by freezing;

c. the sudden and accidental escape of water from a "watermain" located outside "your" "dwelling" and/or private structures; or

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

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

(a) "surface waters";

(b) "ground water" or rising of the water table;

(c) shoreline ice build-up or water borne ice or other waterborne objects, all whether driven by wind or not;

(d) "flood". This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but "you" are still insured for ensuing loss or damage which results directly from fire or explosion.

10. WINDSTORM

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

11. HAIL

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

12. ELECTRICITY

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

13. TRANSPORTATION

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

14. **ICE DAMMING**

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

15. **DAMAGE CAUSED BY BEARS**

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

"Spouse" means a person:

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

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

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

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

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

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

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

PERSONAL PROPERTY INSURANCE POLICY
SECTION I - PROPERTY COVERAGE

ADDITIONAL COVERAGES – CONDOMINIUM UNIT OWNERS

1. CONDOMINIUM LOSS ASSESSMENT

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

a. the assessment is valid under the governing rules of the "Condominium Corporation"; and

b. it is made necessary by a direct loss to the collectively owned condominium property caused by an insured peril "you" are covered for in "your" Condominium policy.

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

2. CONDOMINIUM ADDITIONAL COVERAGE

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

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

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

3. CONDOMINIUM UNIT OWNER IMPROVEMENTS

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

a. any private structure(s) or swimming pool on the "premises";

b. materials and supplies located on or adjacent to the "premises" for use in such improvements.

4. CONDOMINIUM DEDUCTIBLE ASSESSMENT

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

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

   This includes:

   (1) a deductible assessment for loss or damage to the collectively owned condominium property by an insured peril; and

   (2) the damaged portion of "your" unit excluded under the "Condominium Corporation's" Master Policy Deductible Clause.

b. "We" will pay up to $2,500 if an assessment of a deductible is made necessary if loss or damage results from:

   (1) an earthquake and only if EARTHQUAKE COVERAGE – FORM 991C is indicated on the Declarations; or

   (2) fire that is caused directly or indirectly by earthquake.

No deductible applies to this coverage.

PERSONAL PROPERTY INSURANCE POLICY
SECTION I - PROPERTY COVERAGE

ADDITIONAL COVERAGES – TENANTS

1. TENANT IMPROVEMENTS

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

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

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

2. DAMAGE TO DWELLING

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

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

Wawanesa Insurance

PERSONAL PROPERTY INSURANCE POLICY
SECTION I - PROPERTY COVERAGE

BASIC DWELLING FORM

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

INSURED PERILS – COVERAGE A, COVERAGE B, COVERAGE C and/or COVERAGE D
"You" are insured against direct physical loss or damage caused by the following perils, subject to the exclusions, limitations and conditions of this policy.

"We" insure:

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

(2) **THEFT OR ATTEMPTED THEFT**

This peril does not include loss or damage:

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

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

PERSONAL PROPERTY INSURANCE POLICY
SECTION I - PROPERTY COVERAGE

BASIC SEASONAL DWELLING FORM

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

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

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

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

(1) **VANDALISM OR MALICIOUS ACTS**

This peril does not include loss or damage:

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

(2) **DAMAGE CAUSED BY BEARS**

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

PERSONAL PROPERTY INSURANCE POLICY
SECTION I - PROPERTY COVERAGE

BASIS OF SETTLEMENT – CONDOMINIUM UNIT OWNERS AND TENANTS

"We" will pay for insured loss or damage to "your" "dwelling", private structures and personal property as described in this policy up to "your" financial interest in the property, but not exceeding the applicable Amount(s) of Insurance for any loss or damage arising out of one "occurrence".

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

IMPROVEMENTS OR UNIT DAMAGE

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

If loss or damage is not replaced or repaired within a reasonable time, "we" will pay the actual cash value of the loss or damage at the time of loss. "We" will pay for insured loss or damage to "your" unit on the basis of loss settlement described above, less any amount recoverable from any insurance covering the collective interest of the unit owners.

PERSONAL PROPERTY INSURANCE POLICY
SECTION I - PROPERTY COVERAGE

BROAD CONDOMINIUM UNIT OWNERS FORM

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

INSURED PERILS – COVERAGE C and/or COVERAGE D

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

"We" insure:

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

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

   Falling object which strikes the exterior of a "dwelling" and/or private structure.
6. **IMPACT BY AIRCRAFT, SPACECRAFT OR LAND VEHICLE**

   This peril does not include any loss or damage to animals.
7. **RIOT**
8. **VANDALISM OR MALICIOUS ACTS**

   This peril does not include loss or damage:

   a. caused by "you" and/or at "your" direction;

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

   c. caused by theft or attempted theft.
9. **WATER**

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

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

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

   (1) caused by freezing during the usual heating season;

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

   a) arranged for a competent person to enter "your" "dwelling" and/or private structures once every 3 days "you" were away to ensure that heating was being maintained;

   b) shut off the water supply to "your" "dwelling" and/or private structures and had drained all of the pipes and "domestic water containers"; or

   c) connected "your" heating system to an alarm which is monitored 24 hours a day by a central monitoring service;

   (ii) within an unheated portion of "your" "dwelling" and/or private structures;

   (2) caused by continuous or repeated leakage or discharge of water;

   (3) caused by seepage;

   (4) caused by the backing up or escape of water or sewage from any sewer, septic system or sump;

   (5) to a plumbing, heating, cooling, sprinkler or air conditioning system or "domestic water container" from which the water escaped;

   (6) occurring while the "dwelling" and/or private structure is under construction or "vacant", even if "we" have given permission for the policy to remain in force during construction or "vacancy". This exclusion applies immediately upon "your" "dwelling" and/or private structures becoming "vacant" or commencing construction;

b. the sudden and accidental escape of water from a "domestic water container" which is located outside "your" "dwelling" and/or private structures; but under no circumstances do "we" insure any loss or damage when the escape of water is caused by freezing;

c. the sudden and accidental escape of water from a "watermain" located outside "your" "dwelling" and/or private structures;

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

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

(a) "surface waters";

(b) "ground water" or rising of the water table;

(c) shoreline ice build-up or water borne ice or other waterborne objects, all whether driven by wind or not;

(d) "flood". This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but "you" are still insured for ensuing loss or damage which results directly from fire or explosion.

10. WINDSTORM

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

11. HAIL

12. BREAKAGE OF GLASS

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

13. TRANSPORTATION

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

14. THEFT OR ATTEMPTED THEFT

This peril does not include loss or damage:

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

b. to property in or from a "dwelling" under construction, or of materials and supplies for use in the construction, until the "dwelling" is completed and ready to be occupied.

15. COLLAPSE, INCLUDING, WEIGHT OF ICE, SNOW OR SLEET

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

16. ELECTRICITY

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

17. FUEL LEAKAGE

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

18. DAMAGE CAUSED BY BEARS

PERSONAL PROPERTY INSURANCE POLICY
SECTION I - PROPERTY COVERAGE

BROAD FORM

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

INSURED PERILS – COVERAGE A, COVERAGE B and/or COVERAGE D
"You" are insured against all risks of direct physical loss or damage, subject to the exclusions, limitations and conditions of this policy.

EXCLUSIONS
"We" do not insure:

(1) losses excluded under **SECTION I – LOSS OR DAMAGE NOT INSURED**;

(2) settling, expansion, contraction, moving, bulging, buckling or cracking, except resulting damage to building glass;

Nor do "we" insure loss or damage:

(3) caused by theft or attempted theft of property in or from a "dwelling" under construction or of materials and supplies used in the construction, until the "dwelling" is completed and ready to be occupied;

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

(5) caused by vandalism, malicious acts or glass breakage occurring while "your" "dwelling" is under construction or "vacant", even if "we" have given permission for the policy to remain in force during construction or "vacancy";

(6) caused by water,

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

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

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

(1) caused by freezing during the usual heating season;

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

a) arranged for a competent person to enter "your" "dwelling" and/or private structures once every 3 days "you" were away to ensure that heating was being maintained;

b) shut off the water supply to "your" "dwelling" and/or private structures and had drained all of the pipes and "domestic water containers"; or

c) connected "your" heating system to an alarm which is monitored 24 hours a day by a central monitoring service;

(ii) within an unheated portion of "your" "dwelling" and/or private structures;

(2) caused by continuous or repeated leakage or discharge of water;

(3) caused by seepage;

(4) caused by the backing up or escape of water or sewage from any sewer, septic system or sump;

(5) to a plumbing, heating, cooling, sprinkler or air conditioning system or "domestic water container" from which the water escaped;

(6) occurring while the "dwelling" and/or private structure is under construction or "vacant", even if "we" have given permission for the policy to remain in force during construction or "vacancy". This exclusion applies immediately upon "your" "dwelling" and/or detached private structures becoming "vacant" or commencing construction;

b. the sudden and accidental escape of water from a "domestic water container" which is located outside "your" "dwelling" and/or private structures; but under no circumstances do "we" insure any loss or damage when the escape of water is caused by freezing;

c. the sudden and accidental escape of water from a "watermain" located outside "your" "dwelling" and/or private structures;

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

Wawanesa Insurance

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

(a) "surface waters";

(b) "ground water" or rising of the water table;

(c) shoreline ice build-up or water borne ice or other waterborne objects, all whether driven by wind or not;

(d) "flood". This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but "you" are still insured for ensuing loss or damage which results directly from fire or explosion;

(7) to a "watermain";

(8) caused directly or indirectly, in whole or in part by snowslide, earthquake, landslide, or any other earth movement regardless of any cause or event that contributes concurrently. If any of these results in fire or explosion, "we" will pay only for the resulting loss or damage from that fire or explosion;

(9) caused by or resulting from freezing or thawing of outdoor "domestic water containers", including swimming pools, spas, hot tubs and their attached equipment;

(10) caused by hail to the outer metal cover of any mobile home, unless the cover is punctured by the hail.

INSURED PERILS – COVERAGE C

"We" insure:

1. FIRE

2. LIGHTNING

3. EXPLOSION

4. SMOKE

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

5. FALLING OBJECT

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

6. IMPACT BY AIRCRAFT, SPACECRAFT OR LAND VEHICLE

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

7. RIOT

8. VANDALISM OR MALICIOUS ACTS

This peril does not include loss or damage:

a. caused by "you" and/or at "your" direction;

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

c. caused by theft or attempted theft.

9. WATER DAMAGE

"We" insure:

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

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

(1) caused by freezing during the usual heating season;

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

a) arranged for a competent person to enter "your" "dwelling" and/or private structures once every 3 days "you" were away to ensure that heating was being maintained;

b) shut off the water supply to "your" "dwelling" and/or private structures and had drained all of the pipes and "domestic water containers"; or

c) connected "your" heating system to an alarm which is monitored 24 hours a day by a central monitoring service;

(ii) within an unheated portion of "your" "dwelling" and/or private structures;

(2) caused by continuous or repeated leakage or discharge of water;

(3) caused by seepage;

(4) caused by the backing up or escape of water or sewage from any sewer, septic system or sump;

(5) to a plumbing, heating, cooling, sprinkler or air conditioning system or "domestic water container" from which the water escaped;

(6) occurring while the "dwelling" and/or private structure is under construction or "vacant", even if "we" have given permission for the policy to remain in force during construction or "vacancy". This exclusion applies immediately upon "your" "dwelling" and/or private structures becoming "vacant" or commencing construction;

b. the sudden and accidental escape of water from a "domestic water container" which is located outside "your" "dwelling" and/or private structures; but under no circumstances do "we" insure any loss or damage when the escape of water is caused by freezing;

c. the sudden and accidental escape of water from a "watermain" located outside "your" "dwelling" and/or private structures;

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

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

(a) "surface waters";

(b) "ground water" or rising of the water table;

(c) shoreline ice build-up or water borne ice or other waterborne objects, all whether driven by wind or not;

(d) "flood". This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but "you" are still insured for ensuing loss or damage which results directly from fire or explosion.

10. WINDSTORM

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

11. HAIL

12. TRANSPORTATION

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

13. THEFT OR ATTEMPTED THEFT

This peril does not include loss or damage:

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

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

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

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

15. ICE DAMMING

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

16. ELECTRICITY

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

17. FUEL LEAKAGE

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

18. DAMAGE CAUSED BY BEARS

PERSONAL PROPERTY INSURANCE POLICY
SECTION I - PROPERTY COVERAGE

BROAD SEASONAL DWELLING FORM

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

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

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

"We" insure:

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

(2) **THEFT OR ATTEMPTED THEFT**

This peril does not include loss or damage:

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

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

PERSONAL PROPERTY INSURANCE POLICY
SECTION I - PROPERTY COVERAGE

BROAD TENANTS FORM

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

INSURED PERILS – COVERAGE C and/or COVERAGE D

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

"We" insure:

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

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

   Falling object which strikes the exterior of a "dwelling" and/or private structure.
6. **IMPACT BY AIRCRAFT, SPACECRAFT OR LAND VEHICLE**

   This peril does not include any loss or damage to animals.
7. **RIOT**
8. **VANDALISM OR MALICIOUS ACTS**

   This peril does not include loss or damage:

   a. caused by "you" and/or at "your" direction;

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

   c. caused by theft or attempted theft.
9. **WATER**

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

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

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

      (1) caused by freezing during the usual heating season;

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

            a) arranged for a competent person to enter "your" "dwelling" and/or private structures once every 3 days "you" were away to ensure that heating was being maintained;

            b) shut off the water supply to "your" "dwelling" and/or private structures and had drained all of the pipes and "domestic water containers"; or

            c) connected "your" heating system to an alarm which is monitored 24 hours a day by a central monitoring service;

         (ii) within an unheated portion of "your" "dwelling" and/or private structures;

      (2) caused by continuous or repeated leakage or discharge of water;

      (3) caused by seepage;

      (4) caused by the backing up or escape of water or sewage from any sewer, septic system or sump;

      (5) to a plumbing, heating, cooling, sprinkler or air conditioning system or "domestic water container" from which the water escaped;

      (6) occurring while the "dwelling" or detached private structure is under construction or "vacant", even if "we" have given permission for the policy to remain in force during construction or "vacancy". This exclusion applies immediately upon "your" "dwelling" and/or private structures becoming "vacant" or commencing construction;

b. the sudden and accidental escape of water from a "domestic water container" which is located outside "your" "dwelling" and/or private structures; but under no circumstances do "we" insure any loss or damage when the escape of water is caused by freezing;

c. the sudden and accidental escape of water from a "watermain" located outside "your" "dwelling" and/or private structures;

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

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

(a) "surface waters";

(b) "ground water" or rising of the water table;

(c) shoreline ice build-up or water borne ice or other waterborne objects, all whether driven by wind or not;

(d) "flood". This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but "you" are still insured for ensuing loss or damage which results directly from fire or explosion.

10. WINDSTORM

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

11. HAIL

12. BREAKAGE OF GLASS

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

13. TRANSPORTATION

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

14. THEFT OR ATTEMPTED THEFT

This peril does not include loss or damage:

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

b. to property in or from a "dwelling" under construction, or of materials and supplies for use in the construction, until the "dwelling" is completed and ready to be occupied.

15. COLLAPSE, INCLUDING, WEIGHT OF ICE, SNOW OR SLEET

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

16. ELECTRICITY

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

17. FUEL LEAKAGE

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

18. DAMAGE CAUSED BY BEARS

PERSONAL PROPERTY INSURANCE POLICY
SECTION I - PROPERTY COVERAGE

COVERAGE A – DWELLING BUILDING

"We" insure:

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

COVERAGE B – PRIVATE STRUCTURES

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

PROPERTY NOT INSURED

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

COVERAGE C – PERSONAL PROPERTY

PERSONAL PROPERTY ON YOUR PREMISES

"We" insure:

a. the contents of "your" "dwelling" and other personal property "you" own, wear or use which is usual to the ownership, maintenance or use of "your" "dwelling"; and
b. if "you" wish "we" will include uninsured personal property of others while it is on that portion of "your" "premises" which "you" occupy, but we do not insure personal property of roomers or boarders.

PERSONAL PROPERTY AWAY FROM YOUR PREMISES

"We" insure:

a. "your" personal property while it is temporarily away from "your" "premises" anywhere in the world. If "you" wish "we" will include uninsured personal property belonging to others while it is in "your" possession or belonging to a "residence employee" travelling with "you";
b. personal property while in storage, including in a safety deposit box;
c. personal property of a student who, while temporarily residing away from "your" principal residence is covered up to $25,000 provided the student:
   (1) is enrolled in and attending a school, college or university; and
   (2) is dependent on a "Named Insured" or his or her "spouse" for support and maintenance;
d. personal property of an "Insured" or parent of an "Insured" who is dependent on the "Named Insured" or his or her "spouse" for support and maintenance while residing in a nursing home or assisted living facility is covered up to $25,000.

MOVING TO ANOTHER HOME

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

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

whichever occurs first.

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

SPECIAL LIMITS OF INSURANCE

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

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

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

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

PROPERTY NOT INSURED

"We" do not insure:

a. property of roomers or boarders who are not related to "you";

b. personal property normally kept at any other location "you" own, rent or occupy;

c. motorized vehicles or their equipment except:

   (1) electric power assisted bicycles;

   (2) wheelchairs or scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability, that can attain speeds no greater than 32 kilometers per hour;

   (3) watercraft;

   (4) lawn mowers, snow blowers and other motorized gardening equipment; and

   (5) motorized golf carts;

d. camper units, truck caps, trailers, or their equipment;

e. "aircraft" or their equipment.

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

Equipment does not include spare automobile parts.

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

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

g. breakage of eyeglasses, glassware, statuary, marbles, bric-a-brac, porcelain, and similar fragile articles (other than jewellery, gems, watches, bronzes, precious and semi-precious stones, cameras and photographic lenses) unless the loss or damage is caused by;

   (1) any of the "Specified Perils"; or

   (2) theft or attempted theft;

h. animals, birds or fish unless the loss or damage is caused by any of the "Specified Perils" other than IMPACT BY AIRCRAFT, SPACECRAFT OR LAND VEHICLE;

i. property at any fairground, exhibition or exposition, for the purpose of exhibition, trade or sale;

j. evidence of debt or title; or

k. property pertaining to a “business”, including samples and goods held for sale.

COVERAGE D – LOSS OF USE

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

ADDITIONAL LIVING EXPENSE

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

FAIR RENTAL VALUE

If an insured peril makes that part of the "dwelling" and/or private structure rented to others or held for rental by "you" unfit for occupancy, we insure its Fair Rental Value.

Payment shall be for the reasonable time required to repair or replace that part of the "dwelling" and/or private structure rented or held for rental.

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

PROHIBITED ACCESS

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

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

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

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

   No deductible applies to Prohibited Access coverage.

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

ADDITIONAL COVERAGES

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

1. OUTDOOR TREES, PLANTS AND SHRUBS
(Not applicable to any Seasonal Dwellings)

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

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

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

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

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

2. PROPERTY REMOVED

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

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

whichever comes first.

3. CHANGE OF TEMPERATURE

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

4. TEAR OUT

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

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

5. DEBRIS REMOVAL

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

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

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

EARTHQUAKE COVERAGE – FORM 991
CONDOMINIUM UNIT OWNERS EARTHQUAKE COVERAGE – FORM 991C
LIMITED SEWER BACKUP COVERAGE – FORM 3114
OVERLAND WATER COVERAGE – FORM 3115 or 3115L

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

6. CREDIT OR DEBIT CARDS, FORGERY AND COUNTERFEIT CURRENCY

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

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

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

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

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

This is additional insurance.

No deductible applies to this coverage.

7. FOOD SPOILAGE

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

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

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

"We" do not insure:

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

This is additional insurance.

No deductible applies to this coverage.

8. FIRE DEPARTMENT CHARGES

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

This is additional insurance.

No deductible applies to this coverage.

9. LOCK REPLACEMENT

(Not applicable to any Seasonal Dwellings)

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

This is additional insurance.

No deductible applies to this coverage.

10. ARSON CONVICTION REWARD

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

This is additional insurance.

No deductible applies to this coverage.

11. GRAVE MARKERS

"We" will pay up to $3,000 for loss or damage to grave markers and mausoleums that mark the grave of a "spouse", child, parent or grandparent of an "Insured", caused by any of the "Specified Perils".

This is additional insurance.

No deductible applies to this coverage.

12. AUTOMATIC PRINCIPAL RESIDENCE COVERAGE

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

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

whichever occurs first.

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

The following do not apply to this ADDITIONAL COVERAGE:

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

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

13. DATA

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

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

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

SECTION I - LOSS OR DAMAGE NOT INSURED

"We" do not insure:

(1) loss or damage to structures or buildings used in whole or in part for "business" or "farming" purposes, unless shown on the Declarations;

(2) loss or damage to personal property undergoing any process or while being worked on where the damage results from such process or work, but resulting damage to other property by a peril insured against is insured;

(3) loss or damage occurring after "your" "dwelling" has, to "your" knowledge, been "vacant" for more than 30 consecutive days;

(4) loss or damage to any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;

(5) loss or damage to any property illegally acquired, kept, stored, or transported, or property subject to forfeiture;

(6) "watermains";

(7) loss or damage occurring while "your" mobile home is being moved, except in an emergency, to protect it when endangered by any of the insured perils. Moving begins with the commencement of the removal of leveling blocks/jacks and/or the disconnection of utilities, and continues until the mobile home has been fully installed and is ready for occupancy at its new location;

(8) loss or damage caused by or resulting from the intentional or criminal acts or the failure to act by:

(i) any "Insured" under this policy; or

(ii) any other person at the direction of any "Insured" by this policy;

(9) loss or damage caused by or resulting from vermin, birds, insects, rodents, bats, raccoons, skunks or squirrels, except loss or damage to building glass or caused by the “Specified Perils”;

(10) loss or damage caused by or resulting from rust or corrosion, extremes of temperature, condensation, dampness of atmosphere, wet or dry rot, contamination or "fungi" except where otherwise provided for in this policy;

(11) mechanical breakdown, except as otherwise provided for in this policy;

(12) loss or damage caused directly or indirectly from any nuclear incident as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute, or any law amendatory thereof, or nuclear explosion, except for ensuing loss or damage which results directly from fire, lightning, or explosion of natural, coal or manufactured gas, regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage;

(13) loss or damage caused by or resulting from contamination by radioactive material;

(14) loss or damage caused directly or indirectly, in whole or in part, by war, invasion, act of foreign enemy, declared or undeclared hostilities, civil war, rebellion, revolution or insurrection, or military power, regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage;

(15) loss or damage resulting from a change in ownership of property that is agreed to, even if that change was brought about by trickery or fraud;

(16) loss or damage caused by or resulting from smoke from agricultural smudging or industrial operations;

(17) loss or damage caused by domestic animals and/or pets of any kind:

(i) owned by "you";

(ii) in "your" care, custody or control; or

(iii) owned by or in the care, custody or control of anyone residing in "your" "dwelling".

Nor do “we” insure:

(18) loss or damage caused directly or indirectly by wear and tear, deterioration or defect, or any quality in property which causes it to damage or destroy itself;

(19) loss or damage caused directly or indirectly by marring, scratching, abrasion or chipping of any personal property or breakage of any fragile or brittle article(s) unless caused by a "Specified Peril", accident to a land vehicle, watercraft or "aircraft", or theft or attempted theft;

(20) loss or damage arising directly or indirectly from the growing, cultivating, harvesting, processing, manufacturing, distribution or sale of any drug or narcotic or illegal substance, whether or not "you" have knowledge of such activity. This includes any alterations of the "premises" to facilitate such activity;

(21) loss or damage caused directly or indirectly, in whole or in part, by "Terrorism" or by any activity or decision of a governmental agency or other entity to prevent, respond to or terminate "Terrorism" regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage; but "you" are still insured for ensuing loss or damage which results directly from FIRE or EXPLOSION;

(22) loss or damage to "data" or caused directly or indirectly by a "data problem". However, if loss or damage caused by a "data problem" results in the "occurrence" of further loss or damage to property insured that is directly caused by "Specified Perils", this shall not apply to such resulting loss or damage;

(23) loss or damage caused directly or indirectly by a "pollutant" or the release, discharge or dispersal of a “pollutant”, unless the release, discharge or dispersal of the “pollutant” occurs as a result of a “Specified Peril”;

(24) the cost of correcting faulty design, material or workmanship.

SECTION I – CONDITIONS

BASIS OF SETTLEMENT

"We" will pay for insured loss or damage to "your" "dwelling", private structures and personal property as described in this policy up to "your" financial interest in the property, but not exceeding the applicable Amount(s) of Insurance for any loss or damage arising out of one "occurrence".

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

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

1. INFLATION PROTECTION COVERAGE

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

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

2. ACTUAL CASH VALUE

If the Declarations indicate ACTUAL CASH VALUE applies:

Actual cash value will take into account such things as the cost of replacement less any depreciation, and in determining depreciation, "we" will consider the condition immediately before the damage, the resale value and the normal life expectancy.

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

3. DEDUCTIBLE

"We" are responsible only for the amount by which the loss or damage caused by any of the insured perils exceeds the amount of the Deductible shown on the Declarations in any one "occurrence".

4. SINGLE INCLUSIVE LIMIT

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

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

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

This coverage does not apply to the following forms:

EARTHQUAKE COVERAGE – FORM 991

CONDOMINIUM UNIT OWNERS EARTHQUAKE COVERAGE – FORM 991C

LIMITED SEWER BACKUP COVERAGE – FORM 3114

OVERLAND WATER COVERAGE – FORM 3115 or 3115L

5. FIRE FOLLOWING EARTHQUAKE

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

SPECIAL CONDITION

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

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

DEDUCTIBLE

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

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

APPLICABLE TO COVERAGE A AND/OR COVERAGE B

6. BUILDING

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

(1) The cost of repairs or replacement (whichever is less) without deduction for depreciation, in which case "we" will pay in the proportion that the applicable Amount of Insurance bears to 80% of the cost to replace the damaged or destroyed building(s) on the same location, with building(s) of the same size and occupancy and constructed with materials of similar quality as of the time of loss, but not to exceed the actual costs incurred.

(2) The actual cash value of the loss or damaged property as of the time of loss.

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

7. GUARANTEED REPLACEMENT COST – COVERAGE A

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

(1) insure "your" "dwelling" for 100% of its replacement value as of the original inception date of this policy as well as of the effective dates of all subsequent renewal policy terms. For the purposes of this coverage, "we" will consider a "dwelling" insured to 100% of its replacement value if "you" provide "us" with a replacement cost calculation acceptable to "us" at least once every five years, beginning with the original inception date of the policy;

(2) allow the "dwelling" Amount of Insurance to be increased annually, on renewal, by an inflationary percentage established by "us";

(3) repair, rebuild or replace the "dwelling" on the same location, with a building of the same size and occupancy, constructed with material of similar quality; and

(4) notify "us" within 90 days of the start of work if "you" make additions or improvements to "your" "dwelling" that will increase its "replacement cost" by $10,000 or more.

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

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

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

APPLICABLE TO COVERAGE C

8. PERSONAL PROPERTY

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

(1) articles that cannot be replaced with new articles because of their inherent nature, such as antiques or works of art;

(2) articles for which their age or history substantially contributes to their value, such as memorabilia, souvenirs and collectors' items;

(3) property that has not been maintained in good or workable condition;

(4) property that is no longer used for its original purpose;

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

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

(1) repairing the property with materials of similar kind and quality; or

(2) new articles of similar kind, quality and usefulness;

without any deduction for depreciation.

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

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

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

9. PAIRS AND SETS

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

10. PARTS

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

POLICY CONDITIONS

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

1. AMOUNTS NOT REDUCED

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

2. INSURANCE UNDER MORE THAN ONE POLICY

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

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

3. NOTICE TO AUTHORITIES

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

4. SUBROGATION

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

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

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

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

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

(i) the "Insured", the insured site or insured property located in the declared emergency area; or

(ii) the operations of the Insurer or its agent/broker located in the declared emergency area.

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

(a) 30 days; or

(b) the number of days equal to the total time the "emergency" order was in effect.

(ii) If this policy is due to expire during an "emergency", it will continue in force until the "emergency" is terminated plus the lesser of:

(a) 30 days; or

(b) the number of days equal to the total time the "emergency" order was in effect.

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

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

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

(1) with respect to a situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise; or

(2) as provided for by the relevant governing legislation if different from (1) above, but does not include any subsequent statutory declaration(s) that may be issued relating to the same event.

6. RECOVERY OF INNOCENT PERSONS

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

(i) whose act or omission caused the loss or damage;

(ii) who abetted or colluded in the act or omission;

(iii) who:

(a) consented to the act or omission; and

(b) knew or ought to have known that the act or omission would cause the loss or damage; or

(iv) who is in a class prescribed by regulation.

(2) Nothing in SECTION I allows a person whose property is insured under the contract to recover more than their proportionate interest in the lost or damaged property.

(3) A person whose coverage under a contract would be excluded but for SECTION I must comply with the requirements prescribed in the regulations.

All other terms and conditions of the policy remain unchanged.

PERSONAL PROPERTY INSURANCE POLICY
SECTION I - PROPERTY COVERAGE

SEASONAL HOMEOWNERS FORM

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

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

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

"We" insure:

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

(2) **THEFT OR ATTEMPTED THEFT**

This peril does not include loss or damage:

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

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

(3) **BREAKAGE OF GLASS**

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

(4) **COLLAPSE**

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

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

PERSONAL PROPERTY INSURANCE POLICY
SECTION I - PROPERTY COVERAGE

SPECIAL CONDOMINIUM UNIT OWNERS FORM

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

INSURED PERILS – COVERAGE C and/or COVERAGE D

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

EXCLUSIONS

"We" do not insure:

(1) losses excluded under **SECTION I – LOSS OR DAMAGE NOT INSURED**;

(2) settling, expansion, contraction, moving, bulging, buckling, or cracking, except resulting damage to building glass;

Nor do "we" insure loss or damage:

(3) caused by theft or attempted theft of property in or from a "dwelling" under construction, or of materials and supplies used in the construction, until the "dwelling" is completed and ready to be occupied;

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

(5) caused by vandalism or malicious acts or glass breakage occurring while "your" "dwelling" is under construction or "vacant", even if "we" have given permission for the policy to remain in force during construction or "vacancy";

(6) caused by water,

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

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

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

(1) caused by freezing during the usual heating season;

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

a) arranged for a competent person to enter "your" "dwelling" and/or private structures once every 3 days "you" were away to ensure that heating was being maintained;

b) shut off the water supply to "your" "dwelling" and/or private structures and had drained all of the pipes and "domestic water containers"; or

c) connected "your" heating system to an alarm which is monitored 24 hours a day by a central monitoring service;

(ii) within an unheated portion of "your" "dwelling" and/or private structures;

(2) caused by continuous or repeated leakage or discharge of water;

(3) caused by seepage;

(4) caused by the backing up or escape of water or sewage from any sewer, septic system or sump;

(5) to a plumbing, heating, cooling, sprinkler or air conditioning system or "domestic water container" from which the water escaped;

(6) occurring while the "dwelling" or detached private structure is under construction or "vacant", even if "we" have given permission for the policy to remain in force during construction or "vacancy". This exclusion applies immediately upon "your" "dwelling" and/or detached private structures becoming "vacant" or commencing construction;

b. the sudden and accidental escape of water from a "domestic water container" which is located outside "your" "dwelling" and/or private structures; but under no circumstances do "we" insure any loss or damage when the escape of water is caused by freezing;

c. the sudden and accidental escape of water from a "watermain" located outside "your" "dwelling" and/or private structures;

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

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

(a) "surface waters";

(b) "ground water" or rising of the water table;

(c) shoreline ice build-up or water borne ice or other waterborne objects, all whether driven by wind or not;

(d) "flood". This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but "you" are still insured for ensuing loss or damage which results directly from fire or explosion;

(7) to a "watermain";

(8) caused directly or indirectly, in whole or in part, by snowslide, earthquake, landslide, or any other earth movement regardless of any cause or event that contributes concurrently. If any of these results in fire or explosion "we" will pay only for the resulting loss or damage from that fire or explosion;

(9) caused by or resulting from freezing or thawing of outdoor "domestic water containers", including swimming pools, spas, hot tubs and their attached equipment.

PERSONAL PROPERTY INSURANCE POLICY
SECTION I - PROPERTY COVERAGE

SPECIAL FORM

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

INSURED PERILS – COVERAGE A, COVERAGE B, COVERAGE C and/or COVERAGE D
"You" are insured against all risks of direct physical loss or damage, subject to the exclusions, limitations and conditions of this policy.

EXCLUSIONS
"We" do not insure:

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

Nor do "we" insure loss or damage:

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

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

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

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

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

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

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

(a) "surface waters";

(b) "ground water" or rising of the water table;

(c) shoreline ice build-up or water borne ice or other waterborne objects, all whether driven by wind or not;

(d) "flood". This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but "you" are still insured for ensuing loss or damage which results directly from fire or explosion;

(7) to a "watermain";

(8) caused directly or indirectly, in whole or in part by snowslide, earthquake, landslide, or any other earth movement regardless of any cause or event that contributes concurrently. If any of these results in fire or explosion "we" will pay only for the resulting loss or damage from that fire or explosion;

(9) caused by or resulting from freezing or thawing of outdoor "domestic water containers", including swimming pools, spas, hot tubs and their attached equipment.

(10) caused by hail damage to the outer metal cover of any mobile home unless the cover is punctured by the hail.

PERSONAL PROPERTY INSURANCE POLICY
SECTION I - PROPERTY COVERAGE

SPECIAL TENANTS FORM

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

INSURED PERILS – COVERAGE C and/or COVERAGE D

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

EXCLUSIONS

"We" do not insure:

(1) losses excluded under **SECTION I – LOSS OR DAMAGE NOT INSURED**;

(2) settling, expansion, contraction, moving, bulging, buckling, or cracking, except resulting damage to building glass;

Nor do "we" insure loss or damage:

(3) caused by theft or attempted theft of property in or from a "dwelling" under construction, or of materials and supplies used in the construction, until the "dwelling" is completed and ready to be occupied;

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

(5) caused by vandalism or malicious acts or glass breakage occurring while "your" "dwelling" is under construction or "vacant", even if "we" have given permission for the policy to remain in force during construction or "vacancy";

(6) caused by water,

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

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

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

(1) caused by freezing during the usual heating season;

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

a) arranged for a competent person to enter "your" "dwelling" and/or private structures once every 3 days "you" were away to ensure that heating was being maintained;

b) shut off the water supply to "your" "dwelling" and/or private structures and had drained all of the pipes and "domestic water containers"; or

c) connected "your" heating system to an alarm which is monitored 24 hours a day by a central monitoring service;

(ii) within an unheated portion of "your" "dwelling" and/or private structures;

(2) caused by continuous or repeated leakage or discharge of water;

(3) caused by seepage;

(4) caused by the backing up or escape of water or sewage from any sewer, septic system or sump;

(5) to a plumbing, heating, cooling, sprinkler or air conditioning system or "domestic water container" from which the water escaped;

(6) occurring while the "dwelling" or detached private structure is under construction or "vacant", even if "we" have given permission for the policy to remain in force during construction or "vacancy". This exclusion applies immediately upon "your" "dwelling" and/or private structures becoming "vacant" or commencing construction;

b. the sudden and accidental escape of water from a "domestic water container" which is located outside "your" "dwelling" and/or private structures; but under no circumstances do "we" insure any loss or damage when the escape of water is caused by freezing;

c. the sudden and accidental escape of water from a "watermain" located outside "your" "dwelling" and/or private structures;

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

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

(a) "surface waters";

(b) "ground water" or rising of the water table;

(c) shoreline ice build-up or water borne ice or other waterborne objects, all whether driven by wind or not;

(d) "flood". This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but "you" are still insured for ensuing loss or damage which results directly from fire or explosion;

(7) to a "watermain";

(8) caused directly or indirectly, in whole or in part by snowslide, earthquake, landslide, or any other earth movement regardless of any cause or event that contributes concurrently. If any of these results in fire or explosion "we" will pay only for the resulting loss or damage from that fire or explosion;

(9) caused by or resulting from freezing or thawing of outdoor "domestic water containers", including swimming pools, spas, hot tubs and their attached equipment.

PERSONAL PROPERTY INSURANCE POLICY
SECTION II - LIABILITY COVERAGE

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

This insurance applies:

(1) to accidents or "occurrences" which take place during the period this policy is in force;

(2) separately to each "Insured" against whom the claim is made or action is brought.

COVERAGE E – LEGAL LIABILITY

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

(1) "your" personal actions anywhere in the world;

(2) "your" ownership, use or occupancy of the "premises".

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

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

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

(1) liability "you" have assumed by contract unless "your" "legal liability" would have applied even if no contract had been in force, but we do insure claims made against "you" for the "legal liability" of other persons in relation to "your" "premises" that "you" have assumed under a written contract;

(2) damage to property owned by an "Insured";

(3) damage to property used, occupied, leased or rented by or in the care, custody or control of an "Insured", except for unintentional "property damage" to "premises" owned by others, or their contents, which "you" are using, renting or have in "your" custody or control caused by fire, explosion, water damage or smoke as described in "Specified Perils";

(4) damage to personal property or fixtures as a result of work done on them by "you" or anyone on "your" behalf;

(5) "bodily injury" to "you" or any person residing in "your" household other than a "residence employee";

(6) the personal actions of a "Named Insured" who does not reside on the "premises" described on the Declarations.

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

DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS

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

"We" will also pay:

(1) all expenses which "we" incur;

(2) all costs charged against "you" in any suit insured under COVERAGE E;

(3) any interest accruing after judgment on that part of the judgment which is within the Amount of Insurance of COVERAGE E;

(4) premiums for appeal bonds required in any lawsuit involving "you" and bonds to release any property that is being held as security, up to the Amount of Insurance, but "we" are not obligated to apply for or provide these bonds;

(5) expenses which "you" have incurred for emergency medical or surgical treatment to others following an accident or "occurrence" insured by this form; and/or

(6) reasonable expenses including actual loss of income up to $100 per day, which "you" incur at "our" request.

UNAUTHORIZED SETTLEMENTS

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

COVERAGE F – VOLUNTARY MEDICAL PAYMENTS

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

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

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

"We" will not pay for:

(1) expenses covered by any medical, dental, surgical or hospitalization plan or law, or under any other insurance contract;

(2) "your" medical expenses or those of persons residing with "you", other than "residence employees";

(3) medical expenses of any person covered by any Workers' Compensation Statute.

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

ADDITIONAL/OPTIONAL COVERAGES

VOLUNTARY PAYMENT FOR DAMAGE TO PROPERTY OF OTHERS

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

"We" do not insure:

(1) damage to property owned or rented to an "Insured" or an "Insured's" tenant;

(2) damage to property which is insured under **SECTION I – PROPERTY COVERAGE**;

(3) claims resulting from the loss of use, disappearance or theft of property.

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

BASIS OF PAYMENT

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

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

VOLUNTARY COMPENSATION FOR RESIDENCE EMPLOYEES

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

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

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

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

EXCLUSION

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

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

SCHEDULE OF BENEFITS

(1) Loss of Life

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

(i) a total of 100 times the "weekly indemnity" to those wholly dependent upon him or her. If there is more than one dependent the amount will be divided equally among them. This payment is in addition to any benefit for Temporary Total Disability paid up to the date of death;

(ii) actual funeral expenses not to exceed $1,000.

(2) Temporary Total Disability

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

(3) Permanent Total Disability

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

(4) Injury Benefits

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

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

For loss of:

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

(5) Medical Expenses

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

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

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

WEEKLY INDEMNITY

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

ADDITIONAL USE OF GOLF CARTS – FORM HMVL1

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

(1) on "your" "premises";

(2) on a golf course and within the boundaries of a golf course;

(3) on any municipal roadway where permitted by municipal law; or

(4) on private property such as camp grounds, recreational parks, mobile home communities, retirement communities and gated communities where:

(i) the community by-laws permit the use of golf carts; and

(ii) the roadways within that community are privately maintained and controlled.

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

(1) used on public roads or highways unless permitted by law;

(2) used for carrying passengers for compensation;

(3) used for "business" purposes;

(4) used in any race or speed test;

(5) rented to others; or

(6) being used or operated without the owner's consent if "you" are not the owner.

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

SPECIAL LIMITATIONS

WATERCRAFT AND MOTORIZED VEHICLES

WATERCRAFT AND MOTORIZED VEHICLES "YOU" OWN

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

(1) watercraft, including their attachments, equipped with an outboard motor or motors, of not more than 25 hp in total, when used with or on a single watercraft;

(2) watercraft, including their attachments, equipped with any other type of motor of not more than 50 hp;

(3) non-motorized watercraft, including their attachments, not more than 8 metres in length;

(4) self-propelled lawn mowers, snow blowers, garden-type tractors of not more than 50 hp;

(5) motorized wheelchairs, including motorized scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability;

(6) motorized golf carts while in use on a golf course.

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

WATERCRAFT AND MOTORIZED VEHICLES "YOU" DO NOT OWN

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

(1) any type of watercraft;

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

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

WATERCRAFT AND MOTORIZED VEHICLE EXCLUSIONS

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

(1) used for carrying passengers for compensation;

(2) used for "business" purposes;

(3) used in any race or speed test or in preparation for either;

(4) rented to others;

(5) being used or operated without the owner's consent if "you" are not the owner.

TRAILERS

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

BUSINESS AND BUSINESS PROPERTY

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

(1) "your" personal actions during the course of "your" trade, profession or occupation which are not related directly to "your" trade, profession or occupation;

(2) the occasional rental to others of the portion of the "dwelling" usually occupied by "you" as a private residence;

(3) the rental to others of portions of "your" two, three or four family "dwelling" usually occupied in part by "you" as a residence "premises" provided no family unit includes more than 2 roomers or boarders;

(4) the rental of space in "your" residence to others for incidental office, school or studio occupancy;

(5) the rental to others, or holding for rent, of not more than 3 car spaces or stalls in garages or stables;

(6) the temporary or part time "business" pursuits of an "Insured" under the age of 21 years.

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

SECTION II – EXCLUSIONS

"We" do not insure claims arising from:

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

(2) "bodily injury" or "property damage" which is required to be insured under a nuclear energy liability policy issued by the nuclear insurance association of Canada, or any other group or pool of insurers;

(3) "business" pursuits or any "business" use of the "premises" except as provided under SPECIAL LIMITATIONS BUSINESS AND BUSINESS PROPERTY in SECTION II;

(4) the rendering of or the failure to render any professional service;

(5) liability imposed upon or assumed by "you" under any workers' compensation statute;

(6) "bodily injury" or "property damage" caused by any intentional or criminal act or failure to act by:

  (i) any person insured by this policy;

  (ii) any other person at the direction of any person insured by this policy;

(7) (i) sexual, physical, psychological or emotional abuse, molestation or harassment, including corporal punishment by, at the direction of, or with the knowledge of any person insured by this policy;

  (ii) failure of any person insured by this policy to take steps to prevent sexual, physical, psychological or emotional abuse, molestation or harassment or corporal punishment;

(8) the transmission of communicable disease by any person insured by this policy;

(9) the ownership, use or operation of any watercraft, motorized vehicle or trailer except as provided under "watercraft and motorized vehicles" and "trailers" in SECTION II;

(10) the ownership, use or operation of:

  (i) any "aircraft";

  (ii) "premises" used as an airport or landing facility;

  and all activities related to either;

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

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

SECTION II – CONDITIONS

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

1. WHAT YOU MUST DO AFTER AN ACCIDENT OR OCCURRENCE

(1) When an accident or "occurrence" takes place, "you" must promptly give "us" notice (in writing if requested by "us"). The notice must include:
   (i) the date, time, place and circumstances of the accident or "occurrence";
   (ii) the interest of all persons in the property affected.
(2) If requested by "us" "you" must help "us" to verify the damage.
(3) If requested by "us" "you" shall arrange for the injured person(s) to;
   (i) give "us", as soon as possible, written proof of claim, under oath if requested;
   (ii) submit to a physical examination at "our" expense by doctors "we" select as often as "we" may reasonably require;
   (iii) authorize "us" to obtain medical and other records.

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

2. ACTION AGAINST US

No suit may be brought against "us" until:
(1) "you" have fully complied with all the terms of this Coverage;
(2) 60 days after the written proof of claim has been filed with "us".

3. INSURANCE UNDER MORE THAN ONE POLICY

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

4. UNAUTHORIZED SETTLEMENTS

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

PERSONAL PROPERTY INSURANCE POLICY
SECTION II - LIABILITY COVERAGE

ADDITIONAL/OPTIONAL COVERAGES – CONDOMINIUM UNIT OWNERS

CONDOMINIUM LOSS ASSESSMENT

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

(1) "your" share of any special assessment made if:
   (i) the assessment is valid under the "Condominium Corporation's" governing rules; and
   (ii) the assessment is made necessary by the liability of the "Condominium Corporation" for "occurrence(s)" which takes place during the policy period;

(2) up to the Amount of Insurance shown on the Declarations under Condominium Deductible Assessment, for that part of an assessment made necessary by a deductible in the "Condominium Corporation's" liability insurance policy but only where the "Condominium Corporation's" governing rules specifically permit it to place the responsibility for any portion of the Master Policy Deductible on an individual unit owner.

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

Miscellaneous Wordings

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ACTUAL CASH VALUE COVERAGE - FORM 3101

If the Declarations indicate ACTUAL CASH VALUE COVERAGE - FORM 3101, it is a condition of writing this policy that direct loss or damage to the buildings will be settled according to clause (2) in (6) BUILDING under BASIS OF CLAIM PAYMENT in SECTION I CONDITIONS.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – BUILDING AND LIABILITY ONLY – FORM 3122

It is agreed that the Person(s) or Organization(s) listed under the Additional Interest(s) section of the Declarations are added as an additional insured with respect to the location as described on the Declarations in regard to:

SECTION I – PROPERTY COVERAGE

Coverage A – Dwelling Building and/or Coverage B – Private Structures; and

SECTION II – LIABILITY COVERAGE

Coverage E – Legal Liability, Coverage F – Medical Payments and Additional/Optional Coverages as described.

All terms, conditions and exclusions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CONTENTS AND LIABILITY ONLY – FORM 3120

It is agreed that the Person(s) or Organization(s) listed under the Additional Interest(s) section of the Declarations are added as an additional insured with respect to the location as described on the Declarations in regard to:

SECTION I – PROPERTY COVERAGE

Coverage C – Personal Property and Coverage D – Loss of Use; and

SECTION II – LIABILITY COVERAGE

Coverage E – Legal Liability, Coverage F – Medical Payments and Additional/Optional Coverages as described.

All terms, conditions and exclusions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (DESIGNATED PREMISES) – FORM 3107

It is agreed that the Person(s) or Organization(s) listed under the Additional Interest(s) section of the Declarations are added as an additional insured with respect to the location as described on the Declarations in regard to:

SECTION I – PROPERTY COVERAGE

Coverage A – Dwelling Building; Coverage B – Private Structures; Coverage C – Personal Property and Coverage D – Loss of Use; and

SECTION II – LIABILITY COVERAGE

Coverage E – Legal Liability, Coverage F – Medical Payments and Additional/Optional Coverages as described.

All terms, conditions and exclusions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (DESIGNATED PREMISES) LIABILITY ONLY– FORM 3121

It is agreed that the Person(s) or Organization(s) listed under the Additional Interest(s) section of the Declarations are added as an additional insured with respect to Coverage E – Legal Liability, Coverage F – Medical Payments and Additional/Optional Coverages under **SECTION II – LIABILITY COVERAGE** but only with respect to liability arising out of the ownership, maintenance or use of the "premises" designated in the Declarations.

All other terms, conditions and exclusions of the policy remain unchanged.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUILDING BYLAWS COVERAGE – FORM 1053

This coverage is added under SECTION I and is subject to all the terms and conditions applicable to SECTION I.

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

BASIS OF SETTLEMENT
"We" will not pay:

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

This coverage does not apply to the following forms:

EARTHQUAKE COVERAGE - FORM 991
CONDOMINIUM UNIT OWNERS EARTHQUAKE COVERAGE - FORM 991C
LIMITED SEWER BACK UP COVERAGE - FORM 3114 OR 3114A
OVERLAND WATER COVERAGE - FORM 3115 OR 3115L

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

DEDUCTIBLE
No deductible applies to this OPTIONAL COVERAGE unless otherwise stated on the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS PERSONAL PROPERTY COVERAGE – FORM 1105

If an Amount of Insurance is shown in the Declarations for BUSINESS PERSONAL PROPERTY COVERAGE – FORM 1105, COVERAGE C – PERSONAL PROPERTY in SECTION I PROPERTY COVERAGES insures "business" personal property pertaining to the "business" indicated in the Declarations.

Off Premises: The most "we" will pay for "business" personal property not at "your" "premises" is $2,000 or 25% of the Amount of Insurance for business personal property shown in the Declarations, whichever is less. "Business" personal property in storage or at any other location "you" own, rent, or occupy for "business" purposes is not insured.

"We" do not insure loss due to the delay or loss of market use.

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 residence 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 residence 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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DELETION OF HAIL COVERAGE ENDORSEMENT (VACATION TRAILERS) – FORM 8177

In consideration of the described trailer, indicated in the Declarations, having existing hail damage at the time of issuance of this endorsement; it is understood and agreed that the Insurer shall not be liable for loss or damage caused by hail.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DENT CLAUSE – FORM 1046

It is understood and agreed that “we” do not insure loss or damage caused by hail to the outer metal cover of any mobile home structure unless the cover is punctured by the hail.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DWELLING UNDER CONSTRUCTION - FORM 1045

If the Declarations indicate that DWELLING UNDER CONSTRUCTION - FORM 1045 has been added, the following additional perils apply to direct loss or damage at the location to which this form applies:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARTHQUAKE COVERAGE – FORM 991

This coverage is added under SECTION I and is subject to all the terms and conditions applicable to SECTION I.

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

LOSS OR DAMAGE NOT INSURED
"We" do not insure:

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

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

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

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

One or more earthquake shocks that occur within a one hundred and sixty eight (168) hour period shall constitute a single earthquake. For the purposes of this endorsement, the following is deleted from ADDITIONAL COVERAGES (5) DEBRIS REMOVAL, "If the amount payable for loss, including expenses for removal of debris, is greater than the Amount of Insurance applicable to the lost or damaged property, then an additional 5% of the COVERAGE A or COVERAGE C limit as indicated on the Declarations will be available to cover "your" debris removal expenses."

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

All other terms and conditions of the policy remain unchanged.

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

THIS ENDORSEMENT CHANGES THE POICY. PLEASE READ IT CAREFULLY.

ESTATE OF PERMISSION FOR UNOCCUPANCY – FORM 3109

1. If the Declarations are amended to indicate that this policy is now in the name of the Estate Of, then, for the purpose of any coverages, limitations and/or exclusions contained within this policy, any "dwelling(s)" on this policy that was not deemed to be under construction or "vacant", immediately prior to the "insured's" death, will be considered unoccupied but not "vacant".

2. In addition to any other clauses in this policy that may apply to unoccupancy, it is further agreed between "Us" and the "Insured" that all "premises" covered by this endorsement shall;
   a. be under the supervision and care of a competent person;
   b. have the doors and windows of all buildings on the "premises" kept securely closed and locked; and
   c. be kept clear of any rubbish;
   during this period of unoccupancy.

   Insurance under this policy for any "dwelling" and/or "premises" covered by this endorsement ceases during any period you fail to maintain the requirements in 2. above, but only for such period of time that the requirements have not been met.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – SOLID FUEL HEATING SYSTEM – FORM 3106

This endorsement modifies insurance provided under:
YOUR PERSONAL INSURANCE POLICY
YOUR FARM INSURANCE POLICY

The following exclusions are added to SECTION I LOSS OR DAMAGE NOT INSURED:

"We" do not insure:

Loss or damage to any exterior solid fuel heating appliance, the structure it is situated in, and all the contents of the same structure, if caused by or resulting from the use of the exterior solid fuel heating appliance;

Loss or damage caused by or resulting from freezing of any exterior solid fuel heating appliance, including piping and all other equipment connected to the appliance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED REPLACEMENT COST - FORM 2030

If the Declarations indicate EXTENDED REPLACEMENT COST is applicable, “we” will pay up to 125% of the amount of Insurance for COVERAGE A to repair or replace covered loss or damage under COVERAGE A – DWELLING BUILDING provided “you”:

(a) Insure “your” “dwelling” to 100% of the replacement value as of the original inception date of this policy, as well as of the effective date of all subsequent renewal terms.

(b) allow the Amount of Insurance for COVERAGE A to be increased annually, on renewal, by an inflationary percentage established by “us”.

(c) repair, rebuild or replace the DWELLING BUILDING on the same location, unless “we” have granted permission for relocation, with a building of the same size and occupancy and constructed with materials of similar quality.

(d) notify “us” within 90 days of the start of work if “you” make additions or improvements to “your” DWELLING BUILDING that would increase its replacement cost by $10,000 or more.

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

SPECIAL CONDITIONS

For the purpose of this coverage, “we” will consider the DWELLING BUILDING insured to 100% of its replacement value if “you” provide “us” with an acceptable replacement cost calculator every five years.

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOREST AND PRAIRIE FIRE FIGHTING EXPENSE COVERAGE - FORM 2023

This endorsement modifies insurance provided under:

SECTION II LIABILITY COVERAGE

If FOREST AND PRAIRIE FIRE FIGHTING EXPENSE COVERAGE - FORM 2023 is shown in the Declarations, "we" provide the following coverage:

FOREST AND PRAIRIE FIRE FIGHTING EXPENSE COVERAGE

"We" will pay those third party expenses that "you" become legally obligated to pay, as imposed under any forest and/or prairie fire prevention act or equivalent legislation of any Province or Territory of Canada, for the controlling or extinguishing of fires that commence during the policy period.

This insurance does not apply to:

(a) any fire fighting expenses that are part of any loss covered elsewhere in the SECTION II LIABILITY COVERAGE;
(b) any fire fighting expenses of the "Insured", its employees or agents;
(c) any fire fighting expenses of contractors or subcontractors engaged by "you" at the time the fire occurs;
(d) any fire fighting expense if it is found that in the circumstances giving rise to the costs, "you" had deliberately and knowingly contravened any of the sections or subsections in any forest and/or prairie fire prevention act or equivalent legislation of any Province or Territory of Canada in respect of the lighting, controlling, or extinguishing of fires;

The most "we" will pay for the sum of all covered expenses during each twelve month term of this policy is $25,000 unless an additional amount is shown in the Declarations for FOREST AND PRAIRIE FIRE FIGHTING EXPENSE COVERAGE.

All other terms and conditions of this policy remain force.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GLASS BREAKAGE COVERAGE – FORM 1017

This coverage is added under SECTION I and is subject to all the terms and conditions applicable to SECTION I.

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

INSURED PERILS
"You" are insured against accidental breakage, subject to the exclusions, limitations and conditions of the policy.

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GUARANTEED REPLACEMENT COST (BRITISH COLUMBIA) - FORM 3110

(4) GUARANTEED REPLACEMENT COST - COVERAGE A - DWELLING BUILDING in **BASIS OF CLAIM PAYMENT** under **SECTION 1 - CONDITIONS** is deleted and replaced with the following:

(4) GUARANTEED REPLACEMENT COST - COVERAGE A - DWELLING BUILDING

(a) If the Declarations indicate **GUARANTEED REPLACEMENT COST** COVERAGE A - DWELLING BUILDING, "we" will pay for the insured loss to "your" "dwelling" building on the basis of full "replacement cost" regardless of the Amount of Insurance shown on the Declarations, provided "you":

(i) insure "your" "dwelling" to 100% of the replacement value as of the original inception date of this policy as well as of the effective date of all subsequent renewal terms;

(ii) allow the "dwelling" Amount of Insurance to be increased annually, on renewal, by an inflationary percentage established by "us";

(iii) repair, rebuild or replace the "dwelling" building on the same location, unless "we" have granted permission for relocation, with a building of the same size and occupancy, constructed with materials of similar quality: and

(iv) notify "us" within 90 days of the start of work if "you" make additions or improvements to "your" "dwelling" building that would increase its "replacement cost" by $10,000 or more

(b) In the event of an Earthquake or a fire caused by an Earthquake, "we" will pay up to 125% of the limit of insurance for COVERAGE A - DWELLING BUILDING, to repair or replace the lost or damaged property provided:

(i) the Declarations indicate GUARANTEED REPLACEMENT COST - COVERAGE A;

(ii) the Declarations indicate EARTHQUAKE COVERAGE – Form 991 and FIRE FOLLOWING EARTHQUAKE – FORM EQFF; and

(iii) all conditions in (a) above are met.

In the event the loss or damage exceeds the Amount of Insurance indicated on the Declarations, "we" agree to pay up to 125% without any obligation to repair or replace the damaged property.

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

SPECIAL CONDITIONS

For the purposes of this coverage, we will consider a "dwelling" insured to 100% of its replacement value if "you" provide us with a replacement cost calculator acceptable to "us", every 5 years.

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 regulating the zoning, demolition, repair or construction of buildings and their related services or increased costs associated with land stabilization.

All terms and conditions of this policy remain unchanged.

HOME EQUIPMENT BREAKDOWN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The following additional coverage is added to the SECTION I – OPTIONAL COVERAGES of your Policy.

AGREEMENT

We will provide the insurance described in this Endorsement in compliance with all Conditions, Key Words and Exclusions of your Policy, except as they may be altered by this Endorsement. Coverage provided under this Endorsement does not increase any amount of insurance in your Policy.

KEY WORDS

With respect to the coverage provided by this Endorsement, the following key words are added:

1. **Actual Cash Value**
   Actual Cash Value means cost of replacing the covered home equipment with property of similar kind, capacity, size, quality and function less depreciation. In determining depreciation, we will consider the condition immediately before the damage, the resale value and the normal life expectancy of the covered home equipment.

2. **Covered Home Equipment**
   a. Covered home equipment means property covered under Coverage A – Residence, Coverage B – Additional Buildings and Structures or Coverage C – Personal Property:
      (1) That generates, transmits or utilizes energy; or
      (2) That, during normal usage, operates under vacuum or pressure, other than the weight of its contents.

   b. None of the following is covered home equipment:
      (1) Supporting structure, cabinet or compartment;
      (2) Insulating material associated with covered home equipment;
      (3) Household water piping other than boiler feedwater piping, boiler condensate return piping or water piping connected to a heating or air conditioning system;
      (4) Wastewater piping or piping forming a part of a fire protective sprinkler or irrigation system;
      (5) Buried or encased piping or vessels, or buried or encased wiring, however, interior buried or encased piping or wiring connected to a heating or air conditioning system is covered home equipment;
      (6) Fuel storage tank or septic tank;
      (7) Software or electronic data; or
      (8) Vehicles, whether or not designed for travel on public roads, this includes, but is not limited to:
         (a) 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; or
         (b) Drones and their equipment exceeding 250 grams.

3. Cyber Event

Cyber event means cyber activity including but not limited to:

a. The introduction of malicious code including viruses, worms, Trojans, spyware and key loggers within covered home equipment; or
b. Unauthorized electronic access to covered home equipment or to electronic data or software within or used with covered home equipment.

4. Electronic Circuitry

Electronic circuitry means microelectronic components, including but not limited to circuit boards, integrated circuits, computer chips and disk drives.

5. Electronic Circuitry Impairment

Electronic circuitry impairment means an accidental event involving electronic circuitry within covered home equipment that causes covered home equipment to suddenly lose its ability to function as it had been functioning immediately before such event. An electronic circuitry impairment must also meet each of the following conditions:

a. We shall determine that the reasonable and appropriate remedy to restore such covered home equipment's ability to function is the replacement of one or more electronic circuitry components of the covered home equipment.
b. The covered home equipment must be owned or used by you or members of your family who reside with you.
c. None of the following is an electronic circuitry impairment:
   (1) Any condition that can be reasonably remedied by:
      (a) Normal maintenance, including but not limited to replacing expendable parts, recharging batteries or cleaning;
      (b) Rebooting, reloading or updating software or firmware; or
      (c) Providing necessary power or supply.
   (2) Any condition caused by or relating to:
      (a) Incompatibility of the covered home equipment with any software or equipment installed, introduced or networked within the prior thirty (30) days; or
      (b) Insufficient size, capability or capacity of the covered home equipment.
   (3) Exposure to adverse environmental conditions, including but not limited to change in temperature or humidity, unless such conditions result in an observable loss of functionality. Loss of warranty shall not be considered an observable loss of functionality.

6. Equipment Breakdown

a. Equipment breakdown means a sudden and accidental:
   (1) Mechanical breakdown;
   (2) Electrical breakdown; or
   (3) Bursting, cracking or splitting;

   of covered home equipment that results in direct physical damage and requires repair or replacement of all or part of the damaged covered home equipment.

b. None of the following is an equipment breakdown:
   (1) Rust, corrosion (including pinhole leaks), erosion, deterioration or gradual loss of efficiency or functionality of covered home equipment;
   (2) Leakage or seepage at or from any connection, valve, fitting, shaft or seal;
   (3) Complete or partial interruption of electrical power, fuel or water supply, whether deliberate or accidental;

(4) Any condition which can be corrected by resetting, recalibrating or by the performance of maintenance; or
(5) Cosmetic or other damage that does not impair functionality.

7. Home System Breakdown

a. Home system breakdown means an equipment breakdown or electronic circuitry impairment.
b. None of the following is a home system breakdown:
(1) Any programming error, programming limitation, loss of data, loss of access, loss of use, loss of functionality or other condition within or involving data or media of any kind; or
(2) A cyber event.
however, an ensuing equipment breakdown or electronic circuitry impairment will be considered a home system breakdown.

8. One Home System Breakdown

One home system breakdown means if an initial home system breakdown causes other home system breakdowns, all will be considered one home system breakdown. All home system breakdowns that are the result of the same event will be considered one home system breakdown.

9. Replacement Cost

Replacement cost means the cost to replace refrigerated or frozen food with similar kind and quality at today's prices without deduction for depreciation.

PROPERTY COVERAGES

The following coverages are added, subject to the applicable Home Equipment Breakdown amount of insurance shown in the Declaration, unless otherwise specified below:

1. **Damage to Covered Home Equipment**

   We will pay for physical loss or damage to covered home equipment that is the direct result of a home system breakdown that occurs on or off the premises. We will consider electronic circuitry impairment to be physical damage to covered home equipment.

2. **Food Spoilage**

   With respect to your food while contained in a refrigerator or freezer on the premises we will pay:

   a. For physical damage due to spoilage that is the result of a home system breakdown; and
   b. Any necessary and reasonable expenses you incur to save and preserve the food from spoilage and reduce the amount of loss under this coverage to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.

   Our payment will be determined based on the replacement cost of the food in a refrigerator or freezer at the time of the home system breakdown. We will not pay more than $5,000 under this Food Spoilage coverage for any one home system breakdown, regardless of the number of appliances which stop working at the same time.

   We do not cover any other refrigerated property, including but not limited to alcoholic beverages, medicine and beauty products.

3. **Additional Living Expenses and Fair Rental Value**

   Coverage for Additional Living Expense and Fair Rental Value, as defined under Coverage D – Loss of Use of Your Residence, is extended to the coverage provided by this Endorsement.

4. **Expediting Expenses**

   With respect to your covered home equipment that is damaged as the result of a home system breakdown, we will pay the reasonable extra cost to:

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

EXCLUSIONS

Any exclusions in your Policy for mechanical breakdown and electrical breakdown do not apply to this Endorsement. The following exclusions are added:

1. **Earth Movement**

   We do not cover loss, damage or expense caused directly or indirectly by any earth movement including, but not limited to:

   a. Snowslide;
   b. Sinkhole;
   c. Earthquake;
   d. Landslide; or
   e. Any other earth movement regardless of any cause or event that contributes concurrently.

2. **Electrical Disturbance**

   We do not cover loss, damage or expense caused directly or indirectly by electrical power surge or brown out, whether or not caused by lightning. However, with respect to Coverage C – Personal Property, we will pay for loss, damage or expense to tubes, transistors, electronic components or circuitry that are a part of appliances, fixtures, computers, home entertainment units or other types of electronic apparatus, caused by or resulting from artificially generated electrical current.

3. **Installation or Repair**

   We do not cover loss or damage to covered home equipment while it is being installed, dismantled or repaired. However, this exclusion shall not apply if a covered home system breakdown necessitated such installation, dismantling or repair.

4. **Property Perils**

   We do not cover loss, damage or expense caused directly or indirectly by any of the following perils, whether the excluded peril occurs on or off the premises:

   a. Fire, including fire resulting from a home system breakdown, or smoke;
   b. Water or other means used to extinguish a fire;
   c. Explosion;
   d. Lightning;
   e. Windstorm or hail;
   f. Impact by aircraft, spacecraft or land vehicle;
   g. Breakage of glass;
   h. Falling objects;
   i. Weight of snow, ice or sleet;
   j. Freezing caused by cold weather or resulting from a home system breakdown;
   k. Collapse;
   l. Riot or civil commotion;
   m. Vandalism or malicious act that causes damage or destruction, however, this exclusion does not apply to a cyber event;
   n. Theft, including damage by attempted theft; or
   o. Flood, surface water, waves, tides, tidal waves, overflow of any body of water or their spray, all whether driven by wind or not.

5. **Water Damage**

We do not cover loss, damage or expense caused directly or indirectly by water, including but not limited to:

a. Water that backs up or overflows from a sewer, drain or sump; or
b. Any other water damage including water damage resulting from a home system breakdown.

6. **Property Not Covered**

We will not pay for any property that is not covered home equipment except for spoiled food to the extent it is covered under Spoilage in PROPERTY COVERAGES.

7. **Property Covered Elsewhere in Your Policy**

We will not pay for loss covered under the Property section of your Policy or under any extension endorsement attached thereto.

CONDITIONS

The following conditions are added:

1. Amount of Insurance

The most we will pay under this Endorsement for loss, damage or expense during the policy period, arising from any one home system breakdown to any covered home equipment is $50,000.

Individual coverages are subject to the limits indicated in the PROPERTY COVERAGES section of this Endorsement. The most we will pay under any such coverage for loss, damage or expense arising from any one home system breakdown is the amount indicated as the limit for that coverage in the PROPERTY COVERAGES section of this Endorsement. These limits are a part of, and not in addition to the Home Equipment Breakdown amount of insurance.

2. Deductible

We will pay only that part of the total payable loss, arising from any one home system breakdown, that exceeds the Home Equipment Breakdown deductible shown in the Declaration, subject to the applicable amount of insurance in this Endorsement.

3. Environmental, Safety and Efficiency Improvements

If covered home equipment requires replacement due to a home system breakdown, we will pay your additional cost to replace with equipment that is better for the environment, safer, or more energy or water efficient than the equipment being replaced.

However, we will not pay to increase the size or capacity of the equipment and we will not pay more than one hundred fifty (150) percent of what the cost would have been to replace with similar kind and quality. This condition does not apply to the replacement of component parts or to any property to which actual cash value applies and does not increase the amount of insurance that applies to this Endorsement.

4. Loss Settlement

Losses under this Endorsement will be settled as follows:

a. Our payment for damaged covered home equipment that is less than fifteen (15) years old from the date of manufacture, will be the lesser of:
   (1) The applicable amount of insurance;
   (2) The cost to repair the damaged covered home equipment;
   (3) The cost to replace the damaged covered home equipment with similar kind, quality and capacity on the same premises; or
   (4) The necessary amount actually spent to repair or replace the damaged covered home equipment.

b. Our payment for damaged covered home equipment that is fifteen (15) years old or older from the date of manufacture, will be the lesser of:
   (1) The applicable amount of insurance;
   (2) The cost to repair the damaged covered home equipment;
   (3) The actual cash value to replace the damaged covered home equipment with like kind, quality and capacity on the same premises.

c. Except as described in Environmental, Safety and Efficiency Improvements above, you are responsible for the extra cost of replacing damaged covered home equipment with property of a better kind or quality or of a different size or capacity.

d. If you do not repair or replace the damaged covered home equipment within twenty four (24) months after the date of the home system breakdown, then we will pay only the lesser of:

(1) The cost it would have taken to repair or replace at the time of the home system breakdown;
(2) The actual cash value at the time of the home system breakdown; or
(3) The applicable Home Equipment Breakdown amount of insurance.

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IDENTITY FRAUD EXPENSE COVERAGE – FORM 1054

This coverage is added under SECTION I and is subject to all the terms and conditions applicable to SECTION I.

If the Declarations indicate that IDENTITY FRAUD EXPENSE COVERAGE – FORM 1054 is included, "we" agree to pay the following expenses "you" actually incur resulting from "identity fraud":

(1) earnings lost by "you" as a result of unpaid time off work which must be taken to complete fraud affidavits, meet with law enforcement agencies, credit agencies, merchants or legal counsel;
(2) loan application fees for reapplying for loan(s) due to the rejection of the original application because the lender received incorrect credit information;
(3) costs for notarizing affidavits or similar documents for law enforcement agencies, financial institutions or similar credit grantors and credit agencies;
(4) costs for sending certified mail to law enforcement agencies, financial institutions or similar credit grantors and credit agencies;
(5) telephone expenses for calls to businesses, law enforcement agencies, financial institutions or similar credit grantors and credit agencies;
(6) reasonable fees incurred, with prior notice to and approval by "us", if "you" hire a fraud mitigation professional to assist "you" in restoring the accuracy of "your" identifying information;
(7) reasonable lawyer fees incurred, with prior notice to and approval by "us", for:
    - (i) "your" defense against any suit(s) by businesses or their collection agencies;
    - (ii) the removal of any criminal or civil judgments wrongly entered against "you"; and
    - (iii) any challenge to the information in "your" Consumer Credit Report, which is required to restore "your" identifying information.

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

EXCLUSIONS

"We" do not insure any expenses:

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

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

AMOUNT OF INSURANCE

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

ADDITIONAL CONDITIONS

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

DEFINITION

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

DEDUCTIBLE

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

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIABILITY RESTRICTION (DESIGNATED PREMISIES ONLY) – FORM 3102

It is agreed the insurance provided by this policy applies only to the liability of the "Insured" arising out of the ownership, maintenance, or use of the "premises" described in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED EXTERIOR COVERAGE - FORM 3100

If the Declarations indicate LIMITED EXTERIOR COVERAGE - FORM 3100, it is a condition of writing this policy that direct loss or damage to the exterior of the "dwelling" building or private structures will be settled according to clause (2) in (6) BUILDING under BASIS OF CLAIM PAYMENT in SECTION I CONDITIONS.

Loss or damage caused by the melting of ice or snow on the exterior of the roof is not insured when this endorsement applies.

Wawanesa Insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED ROOF SURFACE COVERAGE - FORM 3103

If the Declarations indicate LIMITED ROOF SURFACE COVERAGE - FORM 3103, it is a condition of writing this policy that direct loss or damage to the roof surface of any buildings to which this form applies, and loss or damage to the building, or personal property located within the building, which is a direct result of the condition of the roof surface, will be settled according to clause (2) in (6) BUILDING under BASIS OF CLAIM PAYMENT in SECTION I CONDITIONS.

In addition, loss or damage caused by the melting of ice or snow on the exterior of the roof is not insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED SEWER BACKUP COVERAGE – FORM 3114A

This coverage is added under SECTION I and is subject to all the terms and conditions applicable to SECTION I.

INSURED PERILS

If the Declarations indicate that a location is insured for LIMITED SEWER BACKUP COVERAGE – FORM 3114A, "you" are insured against direct physical loss or damage to property insured under SECTION I – PROPERTY COVERAGE caused by "sewer backup".

LOSS OR DAMAGE NOT INSURED

There is no coverage under this endorsement for "sewer backup" resulting from or contributed to by "flood" or "overland water", if there is evidence that water caused by "flood" or "overland water" has entered the "dwelling" and/or private structure where the "sewer backup" loss occurred and the entry point of the water was from other than "sewer backup", regardless of whether or not the water entered and the "sewer backup" loss occurred concurrently or in any other sequence.

AMOUNT OF INSURANCE

The LIMITED SEWER BACKUP COVERAGE – FORM 3114A is subject to "your" policy limits unless a specified Amount of Insurance for this coverage is stated in the Declarations.

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

DEDUCTIBLE

"We" will only pay that part of the loss that exceeds the LIMITED SEWER BACKUP COVERAGE – FORM 3114A deductible shown in the Declarations.

DEFINITIONS

For the purposes of this endorsement, the following definitions apply:

"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 within your dwelling or detached private structures through a:
- Sewer on your premises;
- Septic system on your premises; or
- Sump located within your dwelling or detached private structures."

SPECIAL CONDITIONS

After a covered sewer backup loss, "we" will pay an additional amount of up to $1,000 for expenses incurred by "you" for the installation of an approved mainline, normally open, back flow valve.

This additional coverage only applies if the loss exceeds the deductible.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MODIFIED BASIS OF CLAIM PAYMENT - FORM 2024

This endorsement modifies insurance provided under the following:

YOUR PERSONAL INSURANCE POLICY
YOUR FARM INSURANCE POLICY

Clause (6) BUILDING under BASIS OF CLAIM PAYMENT in SECTION I CONDITIONS is replaced with the following:

(6) BUILDING: If "you" repair or replace the damaged or destroyed building(s) on the same location, with building(s) of the same occupancy constructed with materials of similar quality within a reasonable time after the damage, "you" may choose as the BASIS OF CLAIM PAYMENT either (1) or (2) below; otherwise settlement will be as in (2).

(1) The cost of repairs or replacement (whichever is less) without deduction for depreciation, in which case "we" will pay in the proportion that the applicable Amount of Insurance bears to 80% of the "replacement cost" of the damaged building at the time of loss, but not exceeding the actual cost incurred.

(2) The "actual cash value" of the loss or damage at the time of loss, but not exceeding $10,000 including debris removal. SINGLE INCLUSIVE LIMIT – FORM 1050 does not apply.

If the Declarations indicate LIMITED ROOF SURFACE COVERAGE – FORM 3103; direct loss or damage to roof surfacing of the buildings caused by WINDSTORM OR HAIL will be settled according to clause (6) (2) above.

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

If option (6) (2) is selected, clause (4) DEBRIS REMOVAL in ADDITIONAL COVERAGES under SECTION I PROPERTY COVERAGES is replaced with the following:
DEBRIS REMOVAL: "We" will pay the reasonable expense incurred by "you" in the removal of debris of insured property as a result of an INSURED PERIL. This is not an additional Amount of Insurance.

Clause (3) in SECTION I LOSS OR DAMAGED NOT INSURED, is replaced with the following:
(3) loss or damage occurring after "your" "dwelling" has to "your" knowledge been "vacant" or unoccupied for more than 30 consecutive days.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOTORIZED VEHICLE COVERAGE – FORM 965

This coverage is added under SECTION I and is subject to all the terms and conditions applicable to SECTION I.

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

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

LOSS OR DAMAGE NOT INSURED
"We" do not insure loss or damage:

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

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

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

BASIS OF SETTLEMENT
"We" will pay up to the lesser of:

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

DEDUCTIBLE
No deductible applies to this OPTIONAL COVERAGE unless otherwise stated on the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OVERLAND WATER COVERAGE – FORM 3115L

This coverage is added under SECTION I – OPTIONAL COVERAGES and is subject to all the terms and conditions applicable to SECTION I – OPTIONAL COVERAGES.

INSURED PERILS

If the Declarations indicate that a location is insured for OVERLAND WATER COVERAGE – FORM 3115L, "you" are insured against direct physical loss or damage to property insured under SECTION I – PROPERTY COVERAGE caused:

1. by "overland water"; and
2. by "sewer backup" resulting from "overland water" but only if there is evidence that "overland water" has entered the dwelling and/or detached private structure where the "sewer backup" loss occurred and the entry point of the "overland water" was from other than "sewer backup".

LOSS OR DAMAGE NOT INSURED

In addition to the other relevant exclusions under the applicable coverage form, the following additional exclusions apply to completely exclude coverage under this endorsement regardless of any other cause or event, whether covered or not, that contributes concurrently or in any other sequence to the loss or damage:

1. Loss or damage excluded under SECTION I – LOSS OR DAMAGE NOT INSURED.
2. Loss or damage caused directly or indirectly by 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.
3. Loss or damage caused directly or indirectly by the entrance of water through foundations, basement walls or basement floors, unless caused by "overland water".
4. Loss or damage caused directly or indirectly by:
   a. "ground water" or rising of the water table.
   b. shoreline ice build-up or water borne ice or other waterborne objects, all whether driven by wind or not.
   c. spray, storm surges, waves, seiche, all whether driven by wind or not.
5. Loss or damage caused by "sewer backup" resulting from or contributed to by "overland water" where there is no evidence that "overland water" has entered the dwelling and/or detached private structure where the "sewer backup" loss occurred and the entry point of the "overland water" was from other than "sewer backup".
6. Loss or damage caused directly or indirectly by "overland water" where such "overland water" is caused or contributed to as a result of the intentional breach of any man made structure 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 – FORM 3115L is subject to "your" policy limits of COVERAGE A, COVERAGE B, COVERAGE C and COVERAGE D unless a specified Amount of Insurance for this coverage is stated in the Declarations.

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

DEDUCTIBLE

"We" will only pay that part of the loss that exceeds the OVERLAND WATER COVERAGE – FORM 3115L deductible shown in the Declarations.

DEFINITIONS

For the purposes of this endorsement, the following definitions apply:

“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 within your dwelling or detached private structures through a:

- Sewer on your premises;
- Septic system on your premises; or
- Sump located within your dwelling or detached private structures.

SPECIAL CONDITIONS

If the policy to which this endorsement is attached provides for replacement cost coverage and:

1. the cost of repair or replacement exceeds the Amount of Insurance for the “dwelling” under this endorsement; or
2. “you” are restricted by law or ordinance from rebuilding on the same location;

“you” may elect a cash settlement without deduction for depreciation, up to but not exceeding the Amount of Insurance*;

a. for the “dwelling” as stated on the Declarations for OVERLAND WATER COVERAGE – FORM 3115L when policy limits is selected.
b. the specified Amount of Insurance* as stated in the Declarations for OVERLAND WATER COVERAGE – FORM 3115L when specified limits are selected.

*In no event will the provisions of the Special Conditions result in this endorsement exceeding the Amount of Insurance as stated on the Declaration for OVERLAND WATER COVERAGE – FORM 3115L

In addition to the Special Condition above where policy limits for OVERLAND WATER COVERAGE – FORM 3115L is selected the following is included:

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

If the Declarations indicate GUARANTEED REPLACEMENT COST – COVERAGE A and "you" are restricted by law or ordinance from rebuilding on the same location as a result of an "overland water" "occurrence", clause (3) of 7. GUARANTEED REPLACEMENT COST – COVERAGE A under SECTION I – CONDITIONS - BASIS OF SETTLEMENT is amended as follows:

> “(3) repair, rebuild or replace the "dwelling" on an alternate location, with a building of the same size and occupancy, constructed with material of similar quality; and”

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL ARTICLES COVERAGE – FORM 1014

This coverage is added under SECTION I and is subject to all the terms and conditions applicable to SECTION I.

INSURED PROPERTY

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

INSURED PERILS

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

LOSS OR DAMAGE NOT INSURED

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

SPECIAL CONDITIONS

(1) STAMP, COIN OR OTHER COLLECTIONS

"We" will pay for loss or damage to "your" collection in the proportion that the Amount of Insurance on "your" collection bears to its cash market value at the time of loss. "We" will not pay more than $500 on any single article of "your" collection. A single article means any one stamp, coin or other individual article or pair, strip, block, series, sheet, cover, frame, card, or the like unless otherwise stated on the Declarations.

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

(2) MUSICAL INSTRUMENTS AND MUSICAL EQUIPMENT

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

(3) NEWLY ACQUIRED ARTICLES

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

BASIS OF SETTLEMENT

"We" will pay up to the lesser of:

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

DEDUCTIBLE

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PET ACCIDENT WORDING SUPPLEMENT - FORM HPAW

If the Declarations indicate that PET ACCIDENT WORDING SUPPLEMENT - Form HPAW is included, it is hereby understood and agreed the Insurer shall be liable for loss or damage as outlined.

FOR THE PURPOSES OF THIS COVERAGE:

"Automobile" shall mean a motor vehicle, of the private passenger, pick-up truck, station wagon, utility (jeep) or mini/compact van type used for personal, business or farming purposes. "Automobile" does not include motorcycles, snow machines or all terrain vehicles.

"Accident" shall mean an event(s) whereby an "automobile" is involved in a collision with another object or tips over. Object includes:

(1) Another "automobile" that is attached to the "automobile";
(2) The surface of the ground; and
(3) Any object in or on the ground.

"Pet" shall mean a domesticated dog or cat.

We will pay up to $2,000 per "pet", for injuries to a "pet" owned by you or in your possession as a result of one "accident", for any:

(1) Veterinary bills or prescribed medicine if a "pet" is injured in an "accident";
(2) Expenses to board a "pet" at a commercial boarding facility due to "bodily injury" sustained to the "Insured" as a result of an "accident".

In the event a "pet" dies in the "accident", or within 7 days of the "accident" from injuries sustained as a result of the "accident", we will pay any remaining unused portion of the $2,000 limit.

DEDUCTIBLE
No deductible applies to this OPTIONAL COVERAGE.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ROOF SURFACE – BASIS OF SETTLEMENT – FORM 3113

If the Declarations indicate that **ROOF SURFACE - BASIS OF CLAIM SETTLEMENT - FORM 3113** applies then the basis of loss settlement under **SECTION I - CONDITIONS BASIS OF CLAIM PAYMENT** section **(3) BUILDING** will be limited to paragraph **(b)** of that section for all covered physical loss or damage to any roof covering with evidence of excessive wear and tear or deterioration due to age, notwithstanding any other basis of loss settlement referred to under section **(3) BUILDING**.

For the purpose of this endorsement "excessive wear and tear or deterioration due to age" includes, but is not limited to:

(a) Curling, clawing or cupping of shingles;
(b) Natural shrinkage of the roof structure;
(c) Brittle, cracked or blistered shingles;
(d) Loss of granules exposing the felt or underlying tar membrane or other membrane; or
(e) Moss, algae or lichen growth.

All other terms and conditions under this policy remain unchanged.

Wawanesa Insurance

SERVICE LINE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The following additional coverage is added to the SECTION I – OPTIONAL COVERAGES of your Policy.

AGREEMENT

We will provide the insurance described in this Endorsement in compliance with all the Conditions, Key Words and Exclusions of your Policy except as they may be altered within this Endorsement. Coverage provided under this Endorsement does not increase any amount of insurance in your Policy.

KEY WORDS

With respect to the coverage provided by this Endorsement, the following key words are added:

1. **Covered Service Line**
   a. Covered service line means exterior underground piping and wiring, including permanent connections, valves or attached devices providing one of the following services to your premises:
      (1) Communications, including cable transmission, data transmission, internet access and telecommunications;
      (2) Compressed air;
      (3) Drainage;
      (4) Electrical power;
      (5) Heating, including geothermal, natural gas, propane and steam;
      (6) Waste disposal; or
      (7) Water.
   b. A covered service line must be owned by you or you must be responsible for its repair or replacement as required by law, regulation or service agreement. Should repair or replacement be your responsibility, a covered service line ends at the precise location where your responsibility for such repair or replacement ends. however, in no event will a covered service line extend beyond the point of connection to the main service or utility line.
   c. Covered service line does not include:
      (1) Piping or wiring that is not connected and ready for use;
      (2) That part of piping or wiring that runs through or under a body of water, including but not limited to a swimming pool, pond or lake;
      (3) That part of piping or wiring that runs under the dwelling or other structure. however, this clause c.(3) shall not apply to piping or wiring that runs under:
         (a) A driveway or walkway;
         (b) A structure, such as a deck raised sufficiently from the ground that such piping or wiring can be accessed without damaging or dismantling any structure; or
      (4) Sprinkler system pipes.

2. **Earth Movement**
   Earth movement means:
   a. Snowslide;
   b. Sinkhole;
   c. Earthquake;
   d. Landslide; or

e. Any other earth movement regardless of any cause or event that contributes concurrently.

3. **One Service Line Failure**
One service line failure means if an initial service line failure causes other service line failures, all will be considered one service line failure. All service line failures that are the result of the same event will be considered one service line failure.

4. **Service Line Failure**
Service line failure means a leak, break, tear, rupture, collapse or electrical arcing of a covered service line not otherwise excluded by this Endorsement. A service line failure may be caused by, but is not limited to, the following perils:
a. Wear and tear, marring, deterioration or hidden decay;
b. Rust or other corrosion;
c. Mechanical breakdown, latent defect or inherent vice;
d. Weight of vehicles, equipment, animals or people;
e. Vermin, insects, rodents or other animals;
f. Artificially generated electrical current;
g. Freezing or frost heave;
h. External force from a shovel, backhoe or other form of excavation; or
i. Tree or other root invasion.

Service line failure does not include blockage, sag or low pressure of a covered service line when there is no physical damage to the covered service line.

PROPERTY COVERAGES

The following coverages are added, subject to the applicable Service Line amount of insurance shown in the Declaration, unless otherwise specified below:

1. **Damage to Covered Service Line**
   We will pay for physical loss or damage to your covered service line that is the direct result of a service line failure.

2. **Excavation Costs**
   With respect to your covered service line that is damaged as the result of a service line failure, we will pay the necessary and reasonable excavation costs that are required to repair or replace the damaged covered service line.

3. **Expediting Expenses**
   With respect to your covered service line that is damaged as the result of a service line failure, we will pay the reasonable extra cost to:
   a. Make temporary repairs; and
   b. Expedite permanent repairs or permanent replacement.

4. **Outdoor Property**
   We will pay for your outdoor property, including but not limited to trees, shrubs, plants, lawns, walkways and driveways, that is damaged as a result of a service line failure or that is damaged during the excavation of your covered service line following a service line failure.

5. **Additional Living Expenses and Fair Rental Value**
   Coverage for Additional Living Expense and Fair Rental Value, as described under Coverage D – Loss of Use of Your Residence, is extended to the coverage provided by this Endorsement.

EXCLUSIONS

In addition to all other exclusions indicated in your Policy, the following exclusions are added to this Endorsement:

1. **Earth Movement**
   We will not pay for loss, damage or expense caused directly or indirectly by earth movement, except for earth movement that results from the ground thawing after a freeze.

2. **Increased Usage of Services**
   We will not pay additional costs incurred for loss or increased usage of water, natural gas, propane or any other service caused by or resulting from a service line failure.

3. **Installation or Repair**
   We will not pay for loss or damage to a covered service line that is damaged while it is being installed, dismantled or repaired. However, this exclusion shall not apply if a covered service line failure necessitated such installation, dismantling or repair.

4. **Pollutant Clean Up**
   We will not pay to clean up or remove pollutants, hazardous waste or sewage.

5. **Property Perils**
   We will not pay for loss, damage or expense caused directly or indirectly by any of the following perils:
   a. Fire, including fire resulting from a service line failure, or smoke;
   b. Water or other means used to extinguish a fire;
   c. Explosion;
   d. Lightning;
   e. Windstorm or hail;
   f. Impact by aircraft, spacecraft or land vehicle;
   g. Breakage of glass;
   h. Riot or civil commotion;
   i. Theft, including damage by attempted theft; or
   j. Flood, surface water, waves, tides, tidal waves, overflow of any body of water or their spray, all whether driven by wind or not or water that backs up or overflows from a sewer, drain or sump.

6. **Property Not Covered**
   We will not pay for loss or damage to:
   a. Septic systems, including leach fields, septic tanks, pumps, motors or piping that runs from the septic tank to the leach fields, other than loss or damage to covered waste disposal piping running from your dwelling or other structure to a septic tank;
   b. Water wells, including well pumps or motors;
   c. Above ground heating and cooling systems, including heat pumps; or
   d. Sprinkler system pumps, motors or heads.

7. **Property Covered Elsewhere In Your Policy**
   We will not pay for loss covered under the Property Coverage section of your Policy or under any extension Endorsement attached thereto.

CONDITIONS

In addition to all other conditions indicated in your Policy, the following conditions are added to this Endorsement:

1. **Amount of insurance**
   The most we will pay under this Endorsement for loss, damage or expense during the policy period, arising from any one service line failure to any covered service line is $10,000.

2. **Deductible**
   We will pay only that part of the total insurable loss, arising from any one service line failure, that exceeds the Service Line Deductible shown in the Declaration, subject to the applicable amount of insurance in this Endorsement.

3. **Environmental, Safety and Efficiency Improvements**
   If covered service line requires replacement due to a service line failure, we will pay your additional cost to replace with materials that are better for the environment, safer, or more energy or water efficient than the materials being replaced.

   However, we will not pay to increase the size or capacity of the materials and we will not pay more than one hundred and fifty (150) percent of what the cost would have been to replace with similar kind and quality. This condition does not increase the amount of insurance that applies to this Endorsement.

4. **Loss Settlement**
   Losses under this Endorsement will be settled as follows:
   a. Our payment for damaged covered service line will be the lesser of:
      (1) The applicable amount of insurance;
      (2) The cost to repair the damaged covered service line;
      (3) The cost to replace the damaged covered service line with similar kind, quality and capacity on the same premises; or
      (4) The necessary amount actually spent to repair or replace the damaged covered service line.
   b. Except as described in Environmental, Safety and Efficiency Improvements above, you are responsible for the extra cost of replacing damaged covered service line with materials of a better kind, quality or of a different size or capacity.
   c. You are responsible for the extra cost to alter or relocate covered service line, unless such alteration or relocation is required by law or ordinance.
   d. You are responsible for any extra cost incurred to remove, replace or repair any structure when such cost is incurred to access the covered service line.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SHORT TERM RENTAL ENDORSEMENT – FORM 3203

This coverage is added under Section I – Property Coverage and Section II – Liability Coverage and is subject to the exclusions, limitations and conditions of this policy.

DEFINITIONS

Wherever used in this endorsement, the following terms have the meanings stated below:

"primary residence" shall mean the property listed on the "declarations", where "you" reside during the majority of "your" policy term.

"seasonal residence" shall mean any property listed on the Seasonal Homeowners Form as indicated on the "declarations".

"short term rental" shall mean the renting out, in whole or in part a furnished "primary residence" or "seasonal residence", on a temporary basis.

INSURED PERILS

If the Declarations indicate that SHORT TERM RENTAL ENDORSMENT – FORM 3203 is included, "you" are insured against all risks of direct physical loss or damage to "your" dwelling building, detached private structures and personal property caused by an individual who is renting the specified residence premises in whole or in part as a "short term rental".

This endorsement removes the following exclusion under Section I – Property Coverage, of the policy;

Nor do "we" insure loss or damage:

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

MAXIMUM RENTAL TERM

A "short term rental" of a "primary residence" may not exceed a total of thirty (30) consecutive days or be rented for a term exceeding one hundred and eighty (180) days during the prior three hundred and sixty five (365) days.

A short term rental of a "seasonal residence" may not exceed sixty (60) consecutive days or be rented for a term exceeding one hundred and eighty (180) days during the prior three hundred and sixty five (365) days.

SPECIAL CONDITIONS

In order for coverage to be applicable, all legislation, bylaws and municipal regulations must be adhered to.

In the event of a covered loss during the rental period of the residence premises, "we" will pay up to $1,500 for loss or damage to personal property owned by the tenant or guest. The limit provided is per rental booking, regardless of the number of tenants or guests.

DEDUCTIBLE

Any loss or damage caused by theft or attempted theft committed by any tenant, tenant's employee or member of the tenant's household will be subject to a minimum deductible of $2,500 unless otherwise stated. For all other types of insured losses "we" will pay only that portion of the loss that exceeds the deductible shown on in the Declarations.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL LIMITS ENHANCEMENT - FORM 1067

If the Declarations indicate the SPECIAL LIMITS ENHANCEMENT - FORM 1067 is included, the following sections are amended to read;

PERSONAL PROPERTY AWAY FROM YOUR PREMISES c. and d. in COVERAGE C - PERSONAL PROPERTY under SECTION I PROPERTY COVERAGES are replaced with the following;

"We" insure:

c. personal property of a student who, while temporarily residing away from "your" principal residence is covered provided the student:
   (1) is enrolled in and attending a school, college or university; and
   (2) is dependent on a "Named Insured" or his or her "spouse" for support and maintenance;

d. personal property of an "Insured" or parent of an "Insured" who is dependent on the "Named Insured" or his or her "spouse" for support and maintenance while residing in a nursing home or assisted living facility is covered.

SPECIAL LIMITS OF INSURANCE in COVERAGE C - PERSONAL PROPERTY under SECTION I - PROPERTY COVERAGES is replaced with the following;

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

For all insured losses	**Limit**
"Business" property on "your" "premises"	$10,000
Securities	$7,500
Money, "cash cards", bullion	$1,000
Watercraft, their furnishings, equipment, motors and accessories	$5,000
Motorized garden equipment	$10,000
Golf Carts	$10,000
Spare automobile parts	$2,000

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

For theft losses	**Limit**
Jewellery, watches, gems	$20,000
Fur garments and garments trimmed with fur	$10,000
Numismatic, coin or banknote collections	$3,000
Manuscripts, stamps and stamp collections	$3,000
Collectibles, including sports cards, memorabilia and comic books	$500 per item; $10,000 total

Items 1., 5., 6., 7., 10., 11., 13. and 15. ADDITIONAL COVERAGES and item 1. ADDITIONAL COVERAGES - TENANTS under SECTION I PROPERTY COVERAGES are replaced with the following;

1. OUTDOOR TREES , PLANTS AND SHRUBS
(NOT APPLICABLE TO SEASONAL DWELLINGS)

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

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

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

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

5. DEBRIS REMOVAL

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

6. CREDIT OR DEBIT CARDS, FORGERY AND COUNTERFEIT CURRENCY

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

a. "your" legal obligation to pay because of a theft or unauthorized use of credit card(s) issued to "you" or registered in "your" name; or

b. loss caused by theft of "your" debit or automated teller cards.

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

c. loss caused by forgery or alteration of any cheque or negotiable instrument;

d. loss sustained by "your" acceptance in good faith of counterfeit paper currency.

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

This is additional insurance.

No deductible applies to this coverage

7. FOOD SPOILAGE

"We" will pay up to $5,000 for "your" food while contained in a refrigeration and/or freezer unit, located on "your" "premises", against loss or damage caused by or resulting from:

a. a power failure originating on or off "your" "premises"; or

b. the mechanical breakdown of "your" refrigeration and/or freezer unit(s).

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

"We" do not insure:

a. loss or damage from spoilage caused by the accidental or intentional disconnection of the power supply; or

b. expenses incurred in the acquisition of the food.

This is additional insurance.

No deductible applies to this coverage

13. LOCK REPLACEMENT
(NOT APPLICABLE TO SEASONAL DWELLINGS)

"We" will pay up to $1,500 to replace or re-key, at "our" option, locks on "your" "premises" described in the Declarations, if "your" keys are stolen, provided the theft is reported to the police or law enforcement agency having jurisdiction.

This is additional coverage.

No deductible applies to this coverage.

15. GRAVE MARKERS

"We" will pay up to $5,000 for loss or damage to grave markers and mausoleums that mark the grave of a "spouse", child, parent or grandparent of an "Insured", caused by any of the "Specified Perils".

This is additional insurance.

No deductible applies to this coverage.

ADDITIONAL COVERAGES - TENANTS

1. TENANT IMPROVEMENTS

If "you" are a tenant, "we" insure improvements to the "dwelling" made by "you" or acquired at "your" expense up to 200% of COVERAGE C including:

a. any private structure(s) or swimming pool on the "premises";

b. materials and supplies located on or adjacent to the "premises" for use in such improvements.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPORTS EQUIPMENT COVERAGE - FORM 1245

INSURED PROPERTY

If the Declarations indicate SPORTS EQUIPMENT COVERAGE - FORM 1245 applies, "we" insure "your" equipment and clothing used in connection with sporting activities anywhere in the world, and for which an Amount of Insurance is indicated in the Declarations.

"Your" other clothing is insured for loss by BURGLARY while contained in a locker or clubhouse building when "you" are engaged in a sporting activity for which an Amount of Insurance is indicated in the Declarations. "We" will not pay more than $100 in any one "occurrence".

"We" insure golf balls for loss by FIRE or BURGLARY only.

PROPERTY NOT INSURED

"We" do not insure:

(1) watercraft or outboard motors, their furnishings, equipment or appurtenances;
(2) animals, automobiles, motor trucks, motorcycles, aircraft or other conveyances;
(3) money, jewellery, watches, precious or semi-precious stones, furs;
(4) property carried or held as samples or for sale or for delivery after sale;
(5) property while it is in actual use, except golf equipment.

INSURED PERILS

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

LOSS OR DAMAGE NOT INSURED

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

(1) dishonesty of persons to whom the insured property is entrusted. This exclusion does not apply where the person entrusted is a carrier for hire;
(2) losses excluded under SECTION I LOSS OR DAMAGE NOT INSURED.

DEDUCTIBLE

No deductible applies to this OPTIONAL COVERAGE.

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TENANT VANDALISM EXCLUSION - FORM 1066

This endorsement modifies insurance provided under the following:

YOUR PERSONAL INSURANCE POLICY

The following is added to SECTION I LOSS OR DAMAGE NOT INSURED:

We do not insure loss or damage caused by or resulting from vandalism or malicious acts committed by any tenant, tenant's employee or member of the tenants household.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TIE DOWN ENDORSEMENT - FORM 3104

The "dwelling" described in the Declarations must have an approved tie down system. If it does not, coverage will not be provided in the event the home is displaced or overturned.

If "we" insure more than one "dwelling" under this policy, this endorsement applies only to the "dwellings" where TIE DOWN ENDORSEMENT - FORM 3104 is specified.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOOL COVERAGE - FORM 961

This coverage is added under SECTION I OPTIONAL COVERAGES and is subject to all the terms and conditions applicable to SECTION I OPTIONAL COVERAGES.

INSURED PROPERTY

If the Declarations indicate that TOOL COVERAGE - FORM 961 applies,
"we" insure "your" tools that are specifically described in the Declarations.

INSURED PERILS

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

(1) fire, lightning and explosion;
(2) cyclone, tornado, windstorm or hail;
(3) "flood";
(4) earthquake;
(5) collapse of bridges and culverts;
(6) collision, upset, overturn or derailment of a transporting land conveyance in which the insured property is being carried;
(7) stranding, sinking, burning, or collision of the vessel, while on any regular ferry;
(8) theft.

LOSS OR DAMAGE NOT INSURED

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

(1) strikes, lockouts, labor disturbances, riots, civil commotions or the acts of participants in any such "occurrence" or disorder;
(2) dishonesty of persons to whom the insured property is entrusted. This exclusion does not apply where the person entrusted is a carrier for hire;
(3) unexplained loss, mysterious disappearance or shortage disclosed on taking inventory;
(4) theft while the insured property is left:
  (a) unattended in or on any vehicle, unless the loss is the direct result of forcible entry into the vehicle while all its windows and doors are closed and locked or into a fully enclosed and locked tool compartment and there are visible signs of forcible entry; or
  (b) overnight in or on any construction site or "premises" under construction, unless the insured property is kept in a securely locked room, closet or storage shed and there are visible signs of forcible entry into such room, closet or storage shed.
(5) losses excluded under SECTION I LOSS OR DAMAGE NOT INSURED.

DEDUCTIBLE

"We" are responsible only for the amount by which the loss or damage caused by any of the INSURED PERILS exceeds $50.
No other deductible applies to this OPTIONAL COVERAGE.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VACANCY PERMIT – FORM 1292

If the Declarations indicate FULL VACANCY PERMITTED - FORM 1292, in consideration of the premium charged, it is agreed that the “premises” described may remain "vacant”.

It is further agreed between the Insurer and the "Insured", that:

- the "premises" shall be under the supervision and care of a competent person during the term of vacancy;
- the doors and windows shall be securely closed and locked; and
- all rubbish is removed from the “premises”.

If the above conditions are not met, the policy is null and void.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VACANCY PERMIT – TWO THIRDS LIABILITY - FORM 1293

If the Declarations indicate VACANCY PERMITTED SUBJECT TO TWO THIRDS LIABILITY - FORM 1293, it is agreed that the “premises” described may remain “vacant”.

However, in the case of loss or damage during the term of vacancy, “we” shall be liable for no more than two thirds of the amount for which “we” would otherwise have been liable if not “vacant”.

It is further agreed between the Insurer and the “Insured”, that:

- the “premises” shall be under the supervision and care of a competent person during the term of vacancy;

- the doors and windows shall be securely closed and locked; and

- all rubbish is removed from the “premises”.

If the above conditions are not met, the policy is null and void.

PERSONAL PROPERTY INSURANCE POLICY

VACATION TRAILER COVERAGE - FORM 995

If the Declarations indicate that VACATION TRAILER COVERAGE - 995 is included, "we" insure "your" vacation trailer(s) as described, subject to the Amount of Insurance stated on the Declarations.

INSURED PROPERTY

"We" insure "your" vacation trailer(s) against all risks of direct physical loss or damage subject to the exclusions, limitations and conditions of this policy.

PROPERTY NOT INSURED

"We" do not insure:

1) motorized vehicles, motors, "aircraft", watercraft, electric bicycles or other conveyances including their furnishings, equipment or appurtenances;
2) property while waterborne except while being transported by regular ferries; or
3) property rented or leased to others.

LOSS OR DAMAGE NOT INSURED

"We" do not insure:

1) losses excluded under SECTION I - LOSS OR DAMAGE NOT INSURED;
2) dishonesty of persons to whom the insured property is entrusted. This exclusion does not apply where the person entrusted is a carrier for hire.

BASIS OF CLAIM PAYMENT

If "you" elect not to repair or replace the damaged property, "we" will pay the actual cash value amount at the time of the loss, otherwise, settlement will be based on one of the following:

VACATION TRAILERS 24 MONTHS OR NEWER

PARTIAL LOSS:

If an insured peril causes a partial loss to "your" vacation trailer, "we" agree to pay the cost to repair without any deduction for depreciation.

TOTAL LOSS:

If an insured peril causes a total loss of "your" vacation trailer, "we" will pay for the insured loss to "your" vacation trailer on the basis of full replacement cost regardless of the Amount of Insurance shown in the Declarations provided:

a) "you" are the original purchaser and the loss occurs within 24 months from the original purchase date;
b) the vacation trailer is insured to 100% of the original purchase price; and
c) replacement is made as soon as reasonably possible with a vacation trailer of similar kind, quality and usefulness.

VACATION TRAILERS UP TO 10 YEARS

In the event of loss or damage to "your" vacation trailer "we" agree to pay the lessor of:

a) the amount of Insurance shown on the Declaration page,
b) the cost to repair the damaged property, with materials of similar kind and quality;
c) the cost to replace the damaged property, with a trailer or article of similar kind, quality and usefulness;

without any deduction for depreciation, provided the trailer is in workable condition and is used for its intended purposes

VACATION TRAILERS 11 YEARS OR OLDER

We will pay the actual cash value of the loss or damage at the time of the loss.

ADDITIONAL COVERAGES

The following ADDITIONAL COVERAGES are subject to the exclusions, limitation and conditions of this form.

1) LOSS OF USE

If an insured loss makes "your" vacation trailer unfit for use, "we" will pay up to $1,000 per "occurrence" towards:

a) the rental cost of a replacement vacation trailer; or
b) reimbursement of irrecoverable prepaid deposits

so "you" may maintain "your" intended vacation.

"You" may also extend this limit towards the reasonable expense to return "your" vacation trailer back to "your" "premises" if an insured loss renders the vacation trailer unusable.

This is additional insurance.

2) 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.

3) DEBRIS REMOVAL

If "your" vacation trailer suffers a total loss as a result of an insured peril, "we" will pay up to $1,000 per "occurrence" for the reasonable expense incurred by "you" for debris removal.

This is additional insurance.

No deductible applies to this coverage.

4) **TEMPORARY ATTACHMENTS AND STRUCTURES**
"We" insure temporary structures and attachments, including permanently installed outdoor equipment on the location where "your" insured vacation trailer is situated, against loss or damage from an insured peril, up to the Amount of Insurance shown on the Declarations for "your" vacation trailer.

5) **PERSONAL PROPERTY**
In the event of loss or damage to "your" personal property by an insured peril, "you" may extend the insurance on "your" personal property insured by the COVERAGE C - PERSONAL PROPERTY of "your" principal residence stated in the Rating Information section of the Declarations to cover "your" personal property while it is temporarily located at or being used in conjunction with "your" insured vacation trailer.
This coverage does not increase the Amount of Insurance shown in the Declarations for COVERAGE C - PERSONAL PROPERTY.

SPECIAL CONDITION

NEWLY ACQUIRED PROPERTY

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF DEDUCTIBLE - FORM 1020

(2) DEDUCTIBLE in BASIS OF CLAIM PAYMENT under SECTION I CONDITIONS is replaced with the following:

(2) DEDUCTIBLE

"We" are responsible only for the amount by which the loss or damage caused by any of the INSURED PERILS exceeds the amount of the deductible shown in the Declarations in any one "occurrence", however if the loss or damage amount exceeds $50,000, the deductible does not apply.