Habitation Policy Center
MASTER INDEX
Canada (excluding Quebec)

APRIL 1, 2021

Statutory Conditions

Policy Forms

Miscellaneous Wordings

Miscellaneous Wordings (cont'd)

Statutory Conditions

STATUTORY CONDITIONS
(Alberta)

MISREPRESENTATION

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

PROPERTY OF OTHERS

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

(a) otherwise specifically stated in the contract, or

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

CHANGE OF INTEREST

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

MATERIAL CHANGE IN RISK

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

(a) material to the risk, and

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

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

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

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

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

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

TERMINATION OF INSURANCE

5 (1) The contract may be terminated

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

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

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

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

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

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

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

REQUIREMENTS AFTER LOSS

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

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

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

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

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

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

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

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

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

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

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

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

(i) produce books of account and inventory lists,

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

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

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

FRAUD

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

WHO MAY GIVE NOTICE AND PROOF

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

(a) by the agent of the insured if

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

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

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

SALVAGE

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

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

ENTRY, CONTROL, ABANDONMENT

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

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

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

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

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

IN CASE OF DISAGREEMENT

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

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

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

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

WHEN LOSS PAYABLE

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

REPAIR OR REPLACEMENT

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

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

NOTICE

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

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

ADDITIONAL POLICY CONDITIONS

CANADIAN CURRENCY

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

SUBROGATION

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

INSURANCE UNDER MORE THAN ONE COVERAGE

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

LIBERALIZATION CLAUSE

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

CHANGES IN POLICY

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

EXAMINATION OF INSURED

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

STATUTORY CONDITIONS
(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.

Wawanesa Insurance

STATUTORY CONDITIONS
(Manitoba)

Misrepresentation

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

Property of others

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

(a) otherwise specifically stated in the contract, or

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

Change of interest

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

Material change in risk

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

(a) material to the risk, and

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

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

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

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

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

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

Termination of insurance

5 (1) The contract may be terminated,

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

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

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

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

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

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

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

Requirements after loss

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

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

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

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

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

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

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

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

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

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

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

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

(i) produce books of account and inventory lists,

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

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

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

Fraud

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

Who may give notice and proof

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

(a) by the agent of the insured if

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

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

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

Salvage

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

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

Entry, control, abandonment

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

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

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

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

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

In case of disagreement

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

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

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

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

When loss payable

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

Repair or replacement

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

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

Notice

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

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

ADDITIONAL POLICY CONDITIONS

Canadian currency

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

Insurance under more than one coverage

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

Liberalization clause

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

Changes in policy

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

Examination of Insured

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

STATUTORY CONDITIONS
(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.

Wawanesa Insurance

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
(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.

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.

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.

Policy Forms

Welcome to The Wawanesa Mutual Insurance Company

Thank you for purchasing our Basic Homeowner Package

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

As a valued customer, our goal is for the policy to provide you with answers to your questions during the policy term and in the event of a claim. Your policy outlines what is insured. This policy provides coverage against the insured events specifically stated in this policy on your residence, additional buildings and structures, and personal property. It is important for you to review the entire policy to determine your coverage, rights and responsibilities. We have included some key words at the end of the policy to help you understand the specific use of these words. If you have any questions about your policy, please contact your broker.

THE AGREEMENT

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

HOW TO READ AND UNDERSTAND YOUR POLICY

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

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

Your policy is made up of three sections:

Section I – Property Coverage

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

Section II – Personal Liability Protection

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

Section III – Statutory Conditions

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

IMPORTANT PARTIES

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

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

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

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

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

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

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

SECTION I – PROPERTY COVERAGE

Your property as described under Coverage A – Residence, Coverage B – Additional Buildings and Structures and Coverage C – Personal Property is insured against the direct physical loss or damage caused by the following insured events as described, and limited by the exclusions, conditions and Key Words of this policy;

1. Fire;
2. Lightning;
3. Explosion;
4. Smoke;
5. Falling Object;

6. Impact by Aircraft, Spacecraft or Land Vehicle;
7. Riot;
8. Vandalism or Malicious Acts;
9. Water Damage;
10. Windstorm;
11. Hail;
12. Electricity;
13. Transportation;
14. Collapse caused by the weight of ice, sleet or snow;
15. Ice Damming;
16. Damage Caused by Bears; or
17. Theft and Attempted Theft.

Pay special attention to how the insured events in this list are described in Key Words and how the exclusions are outlined under Section I – What is excluded.

COVERAGE A – RESIDENCE

We insure:

- your residence and its attached structures on the premises described on your declaration;
- permanently installed outdoor equipment on the premises;
- outdoor domestic water containers, including swimming pools, spas, saunas, hot tubs, and their attached equipment on the premises;
- materials and supplies located on or adjacent to the premises intended for use in construction, renovation, or repair of the residence, or additional buildings and structures on the premises;
- building fixtures and fittings used principally for the residence while temporarily removed from the premises for repair or seasonal storage.

COVERAGE B – ADDITIONAL BUILDINGS AND STRUCTURES

We insure your personal use additional buildings and structures on the premises separated from the residence by a clear space but not insured under Coverage A – Residence. If they are connected to the residence by only a fence, utility line, or similar connection, they are considered additional buildings and structures.

We do not insure additional buildings and structures originally built and previously used for farming purposes regardless of their current use unless listed on your declaration.

COVERAGE C – PERSONAL PROPERTY

Personal Property on your Premises

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

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

Personal Property Temporarily Away from your Premises

We insure your personal property away from your premises including:

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

Moving to Another Residence

We insure your personal property in transit while you are moving from the location shown on your declaration, to a new location in Canada which is to be occupied by you as your principal residence. Coverage applies up to 90 consecutive days commencing on the date the personal property is removed from your residence, but not beyond the date the policy expires or is terminated. This coverage does not increase the amount of insurance.

SPECIAL LIMITS OF INSURANCE

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

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

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

For theft and mysterious disappearance losses	Limit
Numismatic, coin and banknote collections	$1,000
Manuscripts, stamps and stamp collections	$2,500
Collectibles including sports cards, memorabilia and comic books	$5,000
Fur garments and garments trimmed with fur	$6,000
Luggage, pet carriers, footwear and handbags including but not limited to purses, wallets, totes, clutches, carrier bags and other items of similar nature	$10,000
Jewellery, watches and gems	$10,000

PROPERTY EXCLUDED

We do not insure:

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

COVERAGE D – LOSS OF USE OF YOUR RESIDENCE

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

Additional Living Expense

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

Fair Rental Value

If an insured event makes the part of your residence 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 your residence rented or held for rental. This coverage does not apply when your residence or the part of your residence rented to others is vacant.

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

Prohibited Access by Civil Authority

If a civil authority prohibits access to your premises:

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

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

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

We do not insure loss or expense due to the cancellation of a lease or agreement.
No deductible applies to Prohibited Access by Civil Authority.

ADDITIONAL COVERAGES

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

AUTOMATIC PRINCIPAL RESIDENCE COVERAGE

When you purchase a residence in Canada to replace your principal residence as shown in the declaration, 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:

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

The most we will pay for either residence is the amount of insurance as stated in the declaration for Coverage A - Residence, regardless of the value of the new residence.

If your policy includes Guaranteed Replacement Cost Coverage and Single Limit Coverage, these additional Coverages would not apply to the newly acquired principal residence.

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

For the purposes of this Additional Coverage, the amount of Coverage A – Residence will not be increased as a result of the application of any other endorsement.

CHANGE OF TEMPERATURE

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

CREDIT OR DEBIT CARDS, FORGERY AND COUNTERFEIT CURRENCY

We will pay up to $10,000 for:

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

We will not pay for loss under this coverage:

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

At our option and expense, we may defend any claim against you under this coverage as noted above.
This is additional insurance.
No deductible applies to this coverage.

DEBRIS REMOVAL

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

The additional 5% does not apply to losses under the following optional coverages:

- Earthquake Coverage
- Fire Following Earthquake Coverage
- Limited Sewer Backup Coverage
- Overland Water Coverage

For the purposes of this Additional Coverage, the amount of Coverage A – Residence will not be increased as a result of the application of any other endorsement.

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

FIRE DEPARTMENT CHARGES

We will pay for fire department service charges as a result of an insured event that has occurred at your premises.

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

FOOD SPOILAGE

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

- a power failure originating on or off your premises;
- the mechanical breakdown of your refrigeration or freezer unit(s) caused by an insured event; or
- in the event of the municipality causing an interruption in power due to an insured event to prevent further damage.

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

We do not insure:

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

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

INFLATION PROTECTION COVERAGE

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

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

whichever is the most recent.

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

LOCK REPLACEMENT

We will pay up to $2,000 to replace, re-key or re-code locks on your premises or your private passenger automobiles including ignition, if your keys are stolen.

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

OUTDOOR TREES, SHRUBS, PLANTS AND LAWNS

You may apply up to 5% of the Coverage A – Residence amount of insurance shown on your declaration to cover outdoor trees, shrubs, plants and lawns on your premises for loss caused by fire, lightning, explosion, vandalism or malicious acts, or impact by aircraft, spacecraft or land vehicle. We will not pay more than $1,000 for any one outdoor tree, shrub, or plant, including debris removal.

For clarification purposes:

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

If the amount payable for loss under Coverage A – Residence is greater than the amount of insurance applicable, then an additional 5% of the Coverage A – Residence amount of insurance will be available to cover your outdoor trees, plants, shrubs, or lawns.
For the purposes of this Additional Coverage, the amount of Coverage A – Residence will not be increased as a result of the application of any other endorsement.

REWARD COVERAGE

We will pay up to $1,000 regardless of the number of persons providing information, which leads to a conviction for arson, robbery, or burglary in connection with a loss to property insured by this policy.

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

TEAR OUT

In the event of an insured water damage loss we will pay the cost of tearing out and restoration of any of the walls, ceilings, or other parts of your residence, or additional buildings and structures in order to facilitate repairs.

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

SECTION I – WHAT IS EXCLUDED

1. Exclusions Relating to Vacancy

Under no circumstances do we insure any loss or damage:

- caused by vandalism, theft or attempted theft, malicious acts, or glass breakage occurring while your residence is vacant, even if we have given permission for the policy to remain in force during vacancy. This exclusion applies immediately upon your residence becoming vacant;
- caused by water while your residence is vacant, even if we have given permission for the policy to remain in force during vacancy. This exclusion applies immediately upon your residence becoming vacant; or
- by any other cause occurring after your residence has, to your knowledge, been vacant for more than 30 consecutive days unless permission has been granted.

Unless the loss or damage is caused by, or resulting from, the sudden and accidental:

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

2. Exclusions Relating to Under Construction

Under no circumstances do we insure any loss or damage caused by:

- theft or attempted theft of property in or from a residence, and additional buildings and structures under construction or of materials and supplies for use in the construction, until construction is complete, and your additional buildings and structures are ready to be used and your residence is ready to be occupied;
- vandalism, malicious acts, or glass breakage occurring while your residence, or additional buildings and structures are under construction, even if we have given permission for the policy to remain in force during construction; or
- water damage occurring while your residence, or additional buildings and structures are under construction, even if we have given permission for the policy to remain in force during construction. This exclusion applies immediately upon the commencement of construction.

3. Exclusions Relating to Water

Under no circumstances do we insure any loss or damage caused by water, including:

- ground water or rising of the water table;
- surface waters;
- shoreline ice build-up or water borne ice or other waterborne objects, all whether driven by wind or not;
- flood of any nature. This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but you are still insured for ensuing loss or damage which results directly from fire or explosion;
- continuous or repeated leakage, seepage, or discharge of water;
- the backing up or escape of water or sewage from any sewer, storm drain, drain, septic system, or sump;
- to a plumbing, heating, cooling, sprinkler or air conditioning system or domestic water container from which the water escaped;

- freezing during the usual heating season, within a heated portion of your residence, or additional buildings and structures if the heat has been intentionally turned off by you or at your direction; or
- freezing during the usual heating season, within an unheated portion of your residence, or additional buildings and structures;

unless the loss or damage is caused by, or resulting from, the sudden and accidental:

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

We also do not insure loss or damage:

4. to structures or buildings used in whole or in part for business or farming operations, unless shown on your declaration;
5. to property undergoing any process or while being worked on, where the damage results from such process or work. However, any resulting damage to other property by an insured event is covered;
6. to any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
7. to any property illegally acquired, kept, stored, or transported, or property subject to forfeiture;
8. caused by the dishonesty of a person(s) in which you have entrusted with the care, custody and control of your personal property;
9. caused by or from the intentional or criminal acts or the failure to act by you or any other person at your direction. However, coverage is provided if you did not take part in or have knowledge of the intentional or criminal act leading to the loss or damage to the insured property, but only to the extent of your proportional interest;
10. caused by or as a result of vermin, birds, insects, rodents, bats, raccoons, skunks, or squirrels, except loss or damage to building glass or if it results in fire, explosion, smoke, falling object, water damage, electricity, ice damming;
11. caused by or resulting from wear and tear, deterioration, inherent vice, latent defect, rust or corrosion, extremes of temperature, condensation, dampness of atmosphere, wet or dry rot, contamination, or fungi except where otherwise provided for in this policy;
12. related directly to mechanical breakdown except where otherwise provided for in this policy;
13. caused by or resulting from repeated exposure to the same harmful conditions;
14. caused by the continuous or repeated leakage or seepage of your domestic fixed fuel oil tank;
15. caused by or resulting from contamination by radioactive material;
16. resulting from a change in ownership of property that is agreed to, even if that change was brought about by trickery or fraud;
17. caused by or resulting from smoke from agricultural smudging or industrial operations;
18. caused directly or indirectly by marring, scratching, abrasion, or chipping of any personal property or breakage of any fragile or brittle article(s) unless caused by a fire, lightning, explosion, smoke, falling object, impact by aircraft, spacecraft, watercraft or land vehicle, riot, vandalism or malicious

acts, water damage, windstorm, hail, electricity, transportation, ice damming, damage by bears, or theft or attempted theft;

19. caused by or resulting from the manufacturing, distribution or sale of any drug, narcotic, or illegal substance, whether or not you have knowledge of such activity. This includes any alterations of the premises to facilitate such activity. However, a total of four or less cannabis plants legally grown on your residential premises for recreational consumption by you, where it is allowed by law, is not excluded;

20. resulting from the cost of correcting faulty design, material, or workmanship;

21. related to the increased costs of repair or replacement due to the operation of any law or ordinance regulating the zoning, demolition, repair, or construction of buildings and their related services;

22. caused directly or indirectly by settling, expansion, contraction, moving, bulging, buckling, or cracking, except resulting damage to building glass;

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

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

25. caused from any nuclear incident as defined in the Nuclear Safety and Control Act or any other nuclear liability and compensation act, law, or statute, or any updates to the law, or nuclear explosion, except for ensuing loss or damage directly or indirectly from fire, lightning, or explosion of natural, coal, or manufactured gas;

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

27. in whole or in part, by terrorism or by any activity or decision of a governmental agency or other entity to prevent, respond to or terminate terrorism, but you are still insured for ensuing loss or damage which results directly from fire or explosion;

28. caused by domestic animals or pets of any kind:

- owned by you;
- in your care, custody or control; or
- owned by or in the care, custody or control of anyone residing on your premises;

29. to a watermain;

30. arising from pollution or contamination caused by the discharge or escape of any waste material, irritants, pollutants or contaminants unless caused by fire, lightning, explosion, falling object, impact by aircraft, spacecraft or land vehicle, riot, vandalism or malicious acts, windstorm, hail, electricity, transportation, ice damming, damage by bears, or smoke and soot due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the premises;

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

32. vandalism, malicious acts, and damage intentionally caused by your tenant, tenant’s employee, or member of your tenant’s household; or

33. or expenses, caused directly or indirectly, in whole or in part by any communicable disease regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage or expenses.

BASIS OF SETTLEMENT

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

COVERAGE A – RESIDENCE AND COVERAGE B – ADDITIONAL BUILDINGS AND STRUCTURES

We will pay the replacement cost or the cost of repairs (whichever is less), if you repair or replace the damaged or destroyed building(s), on the same site, with a building of the same occupancy, constructed with materials of similar quality, within a reasonable time after the damage.

If you decide not to repair or replace the damaged or destroyed building, we will pay the actual cash value of the damage at the date of the occurrence. 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 service

COVERAGE C – PERSONAL PROPERTY

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

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

- actual cost of repairs;
- actual cost of replacement; or
- amount of insurance on your declaration.

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

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

We will pay the cost of reproduction from duplicates or from originals.
We will pay on the basis of replacement cost only if the property lost or damaged is repaired or replaced as soon as reasonably possible, within statutory limitations.
You may choose payment based on actual cash value initially. If you later decide to replace any destroyed or stolen property, you may make an additional claim for the difference between the actual cash value and the replacement cost within 180 days from the date the actual cash value payment was made.

Pairs and Sets

Pair: If there is loss to one item of an identical pair by an insured event, we will pay for the pair. The undamaged item becomes our property.
Set: For items that are part of a set of two or more pieces, we will only pay for those particular items which were lost or damaged by an insured event.

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

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

FIRE FOLLOWING EARTHQUAKE
We insure Coverage A – Residence, Coverage B – Additional Buildings and Structures, C – Personal Property and Coverage D – Loss of Use of Your Residence against direct physical loss or damage as a result of a fire from an earthquake.

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

Your policy deductible applies to this coverage.

Special Condition
One or more earthquake shocks that occur within a 168 hour period shall constitute a single earthquake.

The additional 5% coverage under Debris Removal does not apply to losses under Fire Following Earthquake.

POLICY CONDITIONS

The following conditions apply to all Section I – Coverages:

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

DECLARATION OF EMERGENCY - EXTENSION OF TERMINATION OR EXPIRY DATE
If an emergency is declared by a Canadian public authority designated by statute, we will extend the expiry date, or the termination date when initiated by us, subject to the circumstances outlined and Important Definition below.
In order for this to apply, the emergency must have a direct effect or impact on:

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

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

The following circumstances are included:

When we initiate a termination based on the Statutory Condition - Termination of this policy we will extend the termination date 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.

If this policy is due to expire during an emergency, it will remain in force until the emergency is terminated plus the lesser of:

a) 30 days; or
b) the number of days the emergency order was in effect.

Important Definition

Emergency means the first statutory declaration of an emergency:

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

INSURANCE UNDER MORE THAN ONE POLICY

If you have insurance on the described property, our policy will be 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 ratable proportion of the loss or claim under this policy.

NOTICE TO AUTHORITIES

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

SUBROGATION

We will be entitled to assume all your rights of recovery against others and bring action in your name to enforce these rights when we make payment or assume liability under this policy.
Your right to recover from us is not affected by any release from liability entered into by you prior to loss.

SECTION II - PERSONAL LIABILITY PROTECTION

THE ADDITIONAL AGREEMENT

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

This insurance applies to:

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

COVERAGE E – LEGAL LIABILITY

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

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

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

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

WHAT IS EXCLUDED

We do not insure claims made against you arising from:

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

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

DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS

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

We will also pay:

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

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

UNAUTHORIZED SETTLEMENTS

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

COVERAGE F – VOLUNTARY MEDICAL PAYMENTS

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

Medical expenses include surgical, dental, hospital, nursing, ambulance service and funeral expenses. The amount of insurance shown on your declaration is the most we will pay for each person in respect to one accident or occurrence. Payment under Coverage F is not an admission of liability by you or us.

We will not pay for:

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

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

COVERAGE G – VOLUNTARY PAYMENT FOR DAMAGE TO PROPERTY OF OTHERS

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

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

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

BASIS OF PAYMENT

We will pay the lesser of:

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

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

COVERAGE H – VOLUNTARY COMPENSATION FOR RESIDENCE EMPLOYEES

This coverage is automatically provided for all your occasional residence employees. It will be extended to your permanent residence employees if stated on your declaration.
We offer to pay the benefits described below if your residence employee is injured or dies accidentally while working for you, even though you are not legally liable.

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

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

WHAT IS EXCLUDED

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

SCHEDULE OF BENEFITS

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

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

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

Temporary Total Disability
If your residence employee becomes totally disabled from injuries received within 14 days of an accident while performing duties as hired by you, and cannot work at any job, we will pay a weekly compensation up to 26 weeks while such disability continues. We will not pay for the first seven days unless the disability lasts for six weeks or more.

Permanent total disability

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

Injury benefits

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

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

Medical Expenses
If as a result of the accident your residence employee incurs medical expenses, including surgical, dental, hospital, nursing and ambulance expenses received within 26 weeks of an accident while performing duties as hired by you, we will pay up to a maximum of $1,000 in addition to all other benefits.

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

We do not insure you for costs you can recover from other insurance plans.

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

SPECIAL LIMITATIONS

BUSINESS AND BUSINESS PROPERTY

We insure you against claims arising out of:

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

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

GOLF CARTS

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

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

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

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

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

TRAILERS

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

WATERCRAFT AND MOTORIZED VEHICLES

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

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

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

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

- watercraft, and personal watercraft; or

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

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

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

SECTION II – WHAT IS EXCLUDED

We do not insure claims arising from:

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

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

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

4. business pursuits or any business use of the premises except as provided under Special Limitations Business and Business Property in Section II – Personal Liability Protection;

5. the rendering of or failure to render any professional service(s);

6. liability imposed upon or assumed by you under any workers' compensation statute;

7. bodily injury or property damage caused by any intentional or criminal act or failure to act by:
- you; or
- any other person at your direction;

8. sexual, physical, psychological or emotional abuse, molestation or harassment, including corporal punishment by:
- you; or
- at your direction, or with your knowledge; or
- your failure to take steps to prevent sexual, physical, psychological, or emotional abuse, molestation or harassment, or corporal punishment;

9. any communicable disease;

10. the ownership, use or operation of any watercraft, personal watercraft, motorized vehicle, or trailer except as provided under watercraft and motorized vehicles and trailers in Section II – Personal Liability Protection;

11. the ownership, use or operation of:
- any aircraft or drone; or
- premises used as an airport or landing facility; and all activities related to either;

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

SECTION II – CONDITIONS

ACTION AGAINST US

No suit may be brought against us until:

- you have fully complied with all of the terms of this coverage; and
- 60 days after the written proof of claim has been filed with us.

INSURANCE UNDER MORE THAN ONE POLICY

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

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

UNAUTHORIZED SETTLEMENTS

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

WHAT YOU MUST DO AFTER AN ACCIDENT OR OCCURRENCE

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

- the date, time, place and circumstances of the accident or occurrence; and
- the interest of all persons in the property affected.

If requested by us you must help us to verify the damage.

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

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

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

KEY WORDS

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

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

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

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

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

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

Business Property means property pertaining to a business including samples and goods held for sale.

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.

Collapse caused by the Weight of Ice, Snow or Sleet means loss or damage to your personal property caused by the collapse or partial collapse of your residence, or additional buildings and structures.

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

Condominium Corporation means a condominium or strata corporation established under provincial or territorial legislation.

Construction – see Under Construction

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

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

Direct Physical Loss or Damage means insured property has sustained some physical alteration or other form of physical damage requiring repair or replacement.
Domestic Water Container means a device or apparatus for containing, heating, chilling or dispensing water for personal use, this does not include plumbing, heating, cooling, or sprinkler systems.

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

Drone means a remote-controlled pilotless aircraft.

E-bike (electric bicycle) means a two- or three-wheeled bicycle equipped with handlebars and operable pedals, an attached electric motor of 500W or less, and a maximum speed capability of 32 km/h from the motor over level ground. E-bikes and e-bike riders must meet all the requirements of the province or territory in which they reside.

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

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

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

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

Fuel Leakage means loss or damage to personal property caused by the sudden and accidental escape or overflow of fuel oil from a permanently installed domestic fixed fuel tank, any attached equipment, apparatus or piping as a result of an insured event.

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

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

Ice Damming means loss or damage caused by water that enters your residence, or additional buildings and structures through a roof due to the accumulation of ice or snow on the exterior of the roof or eavestrough.

Impact by Aircraft, Spacecraft or Land Vehicle does not include any loss or damage to animals.

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

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

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

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

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

- the unusual and rapid accumulation or run off of water or natural precipitation, not caused by escape of water from a domestic water container or watermain; or

- the rising of, the breaking out or the overflow of any body of fresh water or watercourse, whether natural or man-made.

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

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

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

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

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

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

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

Residence means the residential building or mobile/mini home described on your declaration wholly or partially occupied by you as a private home.

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

Short Term Rental means any rental contract less than 30 days in duration.

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

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

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

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

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

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

Under Construction or Construction means:

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

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

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

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

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

Vacant Land means land with no man-made structures.

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

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

Welcome to The Wawanesa Mutual Insurance Company

Thank you for purchasing our Broad Homeowner Package

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

As a valued customer, our goal is for the policy to provide you with answers to your questions during the policy term and in the event of a claim. Your policy outlines what is insured. This policy provides all risk coverage on your residence and additional buildings and structures. Your personal property are covered against the insured events specifically stated in this policy. It is important for you to review the entire policy to determine your coverage, rights and responsibilities. We have included some key words at the end of the policy to help you understand the specific use of these words. If you have any questions about your policy, please contact your broker.

THE AGREEMENT

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

HOW TO READ AND UNDERSTAND YOUR POLICY

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

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

Your policy is made up of three sections:

Section I – Property Coverage

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

Section II – Personal Liability Protection

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

Section III – Statutory Conditions

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

IMPORTANT PARTIES

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

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

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

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

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

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

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

SECTION I – PROPERTY COVERAGE

This policy provides all risk coverage on your property described under Coverage A – Residence and Coverage B – Additional Buildings and Structures, limited by the exclusions, conditions and Key Words of this policy.

COVERAGE A – RESIDENCE

We insure:

- your residence and its attached structures on the premises described on your declaration;
- permanently installed outdoor equipment on the premises;

- outdoor domestic water containers, including swimming pools, spas, saunas, hot tubs, and their attached equipment on the premises;
- materials and supplies located on or adjacent to the premises intended for use in construction, renovation, or repair of the residence, or additional buildings and structures on the premises;
- building fixtures and fittings used principally for the residence while temporarily removed from the premises for repair or seasonal storage.

COVERAGE B – ADDITIONAL BUILDINGS AND STRUCTURES

We insure your personal use additional buildings and structures on the premises separated from the residence by a clear space but not insured under Coverage A – Residence. If they are connected to the residence by only a fence, utility line, or similar connection, they are considered additional buildings and structures.

We do not insure additional buildings and structures originally built and previously used for farming purposes regardless of their current use unless listed on your declaration.

COVERAGE C – PERSONAL PROPERTY

Your personal property is insured against the direct physical loss or damage caused by the following insured events as described and limited by the exclusions, conditions and Key Words of this policy:

1. Fire;
2. Lightning;
3. Explosion;
4. Smoke;
5. Falling Object;
6. Impact by Aircraft, Spacecraft or Land Vehicle – this does not include any loss or damage to animals;
7. Riot;
8. Vandalism or Malicious Acts;
9. Water Damage;
10. Windstorm;
11. Hail;
12. Electricity;
13. Transportation;
14. Collapse caused by the Weight of Ice, Snow or Sleet;
15. Ice Damming;
16. Damage Caused by Bears;
17. Theft or Attempted Theft;

Pay special attention to how the insured events in this list are described in Key Words and how the exclusions are outlined under Section I – What is excluded.

Personal Property on your Premises

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

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

Personal Property Temporarily Away from your Premises

We insure your personal property away from your premises including:

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

Moving to Another Residence

We insure your personal property in transit while you are moving from the location shown on your declaration, to a new location in Canada which is to be occupied by you as your principal residence. Coverage applies up to 90 consecutive days commencing on the date the personal property is removed from your residence, but not beyond the date the policy expires or is terminated. This coverage does not increase the amount of insurance.

SPECIAL LIMITS OF INSURANCE

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

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

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

For theft and mysterious disappearance losses	Limit
Numismatic, coin and banknote collections	$1,000
Manuscripts, stamps and stamp collections	$2,500
Collectibles including sports cards, memorabilia and comic books	$5,000
Fur garments and garments trimmed with fur	$6,000
Luggage, pet carriers, footwear and handbags including but not limited to purses, wallets, totes, clutches, carrier bags and other items of similar nature	$10,000
Jewellery, watches and gems	$10,000

PROPERTY EXCLUDED

We do not insure:

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

COVERAGE D – LOSS OF USE OF YOUR RESIDENCE

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

Additional Living Expense

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

Fair Rental Value

If an insured event makes the part of your residence 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 your residence rented or held for rental. This coverage does not apply when your residence or the part of your residence rented to others is vacant.

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

Prohibited Access by Civil Authority

If a civil authority prohibits access to your premises:

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

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

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

We do not insure loss or expense due to the cancellation of a lease or agreement.
No deductible applies to Prohibited Access by Civil Authority.

ADDITIONAL COVERAGES

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

AUTOMATIC PRINCIPAL RESIDENCE COVERAGE

When you purchase a residence in Canada to replace your principal residence as shown in the declaration, 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:

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

The most we will pay for either residence is the amount of insurance as stated in the declaration for Coverage A - Residence, regardless of the value of the new residence.

If your policy includes Guaranteed Replacement Cost Coverage and Single Limit Coverage, these additional Coverages would not apply to the newly acquired principal residence.

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

For the purposes of this Additional Coverage, the amount of Coverage A – Residence will not be increased as a result of the application of any other endorsement.

CHANGE OF TEMPERATURE

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

CREDIT OR DEBIT CARDS, FORGERY AND COUNTERFEIT CURRENCY

We will pay up to $10,000 for:

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

We will not pay for loss under this coverage:

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

At our option and expense, we may defend any claim against you under this coverage as noted above.
This is additional insurance.
No deductible applies to this coverage.

DEBRIS REMOVAL

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

The additional 5% does not apply to losses under the following optional coverages:

- Earthquake Coverage
- Fire Following Earthquake Coverage
- Limited Sewer Backup Coverage
- Overland Water Coverage

For the purposes of this Additional Coverage, the amount of Coverage A – Residence will not be increased as a result of the application of any other endorsement.

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

FIRE DEPARTMENT CHARGES

We will pay for fire department service charges as a result of an insured event that has occurred at your premises.

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

FOOD SPOILAGE

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

- a power failure originating on or off your premises;
- the mechanical breakdown of your refrigeration or freezer unit(s) caused by an insured event; or
- in the event of the municipality causing an interruption in power due to an insured event to prevent further damage.

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

We do not insure:

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

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

INFLATION PROTECTION COVERAGE

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

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

whichever is the most recent.

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

LOCK REPLACEMENT

We will pay up to $2,000 to replace, re-key or re-code locks on your premises or your private passenger automobiles including ignition, if your keys are stolen.

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

OUTDOOR TREES, SHRUBS, PLANTS AND LAWNS

You may apply up to 5% of the Coverage A – Residence amount of insurance shown on your declaration to cover outdoor trees, shrubs, plants and lawns on your premises for loss caused by fire, lightning, explosion, vandalism or malicious acts, or impact by aircraft, spacecraft or land vehicle. We will not pay more than $1,000 for any one outdoor tree, shrub, or plant, including debris removal.

For clarification purposes:

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

If the amount payable for loss under Coverage A – Residence is greater than the amount of insurance applicable, then an additional 5% of the Coverage A – Residence amount of insurance will be available to cover your outdoor trees, plants, shrubs, or lawns.
For the purposes of this Additional Coverage, the amount of Coverage A – Residence will not be increased as a result of the application of any other endorsement.

REWARD COVERAGE

We will pay up to $1,000 regardless of the number of persons providing information, which leads to a conviction for arson, robbery, or burglary in connection with a loss to property insured by this policy.

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

TEAR OUT

In the event of an insured water damage loss we will pay the cost of tearing out and restoration of any of the walls, ceilings, or other parts of your residence, or additional buildings and structures in order to facilitate repairs.

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

SECTION I – WHAT IS EXCLUDED

1. Exclusions Relating to Vacancy

Under no circumstances do we insure any loss or damage:

- caused by vandalism, theft or attempted theft, malicious acts, or glass breakage occurring while your residence is vacant, even if we have given permission for the policy to remain in force during vacancy. This exclusion applies immediately upon your residence becoming vacant;
- caused by water while your residence is vacant, even if we have given permission for the policy to remain in force during vacancy. This exclusion applies immediately upon your residence becoming vacant; or
- by any other cause occurring after your residence has, to your knowledge, been vacant for more than 30 consecutive days unless permission has been granted.

Unless the loss or damage is caused by, or resulting from, the sudden and accidental:

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

2. Exclusions Relating to Under Construction

Under no circumstances do we insure any loss or damage caused by:

- theft or attempted theft of property in or from a residence, and additional buildings and structures under construction or of materials and supplies for use in the construction, until construction is complete, and your additional buildings and structures are ready to be used and your residence is ready to be occupied;
- vandalism, malicious acts, or glass breakage occurring while your residence, or additional buildings and structures are under construction, even if we have given permission for the policy to remain in force during construction; or
- water damage occurring while your residence, or additional buildings and structures are under construction, even if we have given permission for the policy to remain in force during construction. This exclusion applies immediately upon the commencement of construction.

3. Exclusions Relating to Water

Under no circumstances do we insure any loss or damage caused by water, including:

- ground water or rising of the water table;
- surface waters;
- shoreline ice build-up or water borne ice or other waterborne objects, all whether driven by wind or not;
- flood of any nature. This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but you are still insured for ensuing loss or damage which results directly from fire or explosion;
- continuous or repeated leakage, seepage, or discharge of water;
- the backing up or escape of water or sewage from any sewer, storm drain, drain, septic system, or sump;
- to a plumbing, heating, cooling, sprinkler or air conditioning system or domestic water container from which the water escaped;

- freezing during the usual heating season, within a heated portion of your residence, or additional buildings and structures if the heat has been intentionally turned off by you or at your direction; or
- freezing during the usual heating season, within an unheated portion of your residence, or additional buildings and structures;

unless the loss or damage is caused by, or resulting from, the sudden and accidental:

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

We also do not insure loss or damage:

4. to structures or buildings used in whole or in part for business or farming operations, unless shown on your declaration;
5. to property undergoing any process or while being worked on, where the damage results from such process or work. However, any resulting damage to other property by an insured event is covered;
6. to any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
7. to any property illegally acquired, kept, stored, or transported, or property subject to forfeiture;
8. caused by the dishonesty of a person(s) in which you have entrusted with the care, custody and control of your personal property;
9. caused by or from the intentional or criminal acts or the failure to act by you or any other person at your direction. However, coverage is provided if you did not take part in or have knowledge of the intentional or criminal act leading to the loss or damage to the insured property, but only to the extent of your proportional interest;
10. caused by or as a result of vermin, birds, insects, rodents, bats, raccoons, skunks, or squirrels, except loss or damage to building glass or if it results in fire, explosion, smoke, falling object, water damage, electricity, ice damming;
11. caused by or resulting from wear and tear, deterioration, inherent vice, latent defect, rust or corrosion, extremes of temperature, condensation, dampness of atmosphere, wet or dry rot, contamination, or fungi except where otherwise provided for in this policy;
12. related directly to mechanical breakdown except where otherwise provided for in this policy;
13. caused by or resulting from repeated exposure to the same harmful conditions;
14. caused by the continuous or repeated leakage or seepage of your domestic fixed fuel oil tank;
15. caused by or resulting from contamination by radioactive material;
16. resulting from a change in ownership of property that is agreed to, even if that change was brought about by trickery or fraud;
17. caused by or resulting from smoke from agricultural smudging or industrial operations;
18. caused directly or indirectly by marring, scratching, abrasion, or chipping of any personal property or breakage of any fragile or brittle article(s) unless caused by a fire, lightning, explosion, smoke, falling object, impact by aircraft, spacecraft, watercraft or land vehicle, riot, vandalism or malicious

acts, water damage, windstorm, hail, electricity, transportation, ice damming, damage by bears, or theft or attempted theft;

19. caused by or resulting from the manufacturing, distribution or sale of any drug, narcotic, or illegal substance, whether or not you have knowledge of such activity. This includes any alterations of the premises to facilitate such activity. However, a total of four or less cannabis plants legally grown on your residential premises for recreational consumption by you, where it is allowed by law, is not excluded;

20. resulting from the cost of correcting faulty design, material, or workmanship;

21. related to the increased costs of repair or replacement due to the operation of any law or ordinance regulating the zoning, demolition, repair, or construction of buildings and their related services;

22. caused directly or indirectly by settling, expansion, contraction, moving, bulging, buckling, or cracking, except resulting damage to building glass;

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

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

25. caused from any nuclear incident as defined in the Nuclear Safety and Control Act or any other nuclear liability and compensation act, law, or statute, or any updates to the law, or nuclear explosion, except for ensuing loss or damage directly or indirectly from fire, lightning, or explosion of natural, coal, or manufactured gas;

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

27. in whole or in part, by terrorism or by any activity or decision of a governmental agency or other entity to prevent, respond to or terminate terrorism, but you are still insured for ensuing loss or damage which results directly from fire or explosion;

28. caused by domestic animals or pets of any kind:

- owned by you;
- in your care, custody or control; or
- owned by or in the care, custody or control of anyone residing on your premises;

29. to a watermain;

30. arising from pollution or contamination caused by the discharge or escape of any waste material, irritants, pollutants or contaminants unless caused by fire, lightning, explosion, falling object, impact by aircraft, spacecraft or land vehicle, riot, vandalism or malicious acts, windstorm, hail, electricity, transportation, ice damming, damage by bears, or smoke and soot due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the premises;

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

32. vandalism, malicious acts, and damage intentionally caused by your tenant, tenant’s employee, or member of your tenant’s household; or

33. or expenses, caused directly or indirectly, in whole or in part by any communicable disease regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage or expenses.

BASIS OF SETTLEMENT

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

COVERAGE A – RESIDENCE AND COVERAGE B – ADDITIONAL BUILDINGS AND STRUCTURES

We will pay the replacement cost or the cost of repairs (whichever is less), if you repair or replace the damaged or destroyed building(s), on the same site, with a building of the same occupancy, constructed with materials of similar quality, within a reasonable time after the damage.

If you decide not to repair or replace the damaged or destroyed building, we will pay the actual cash value of the damage at the date of the occurrence. 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 service

COVERAGE C – PERSONAL PROPERTY

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

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

- actual cost of repairs;
- actual cost of replacement; or
- amount of insurance on your declaration.

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

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

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

We will pay on the basis of replacement cost only if the property lost or damaged is repaired or replaced as soon as reasonably possible, within statutory limitations.
You may choose payment based on actual cash value initially. If you later decide to replace any destroyed or stolen property, you may make an additional claim for the difference between the actual cash value and the replacement cost within 180 days from the date the actual cash value payment was made.

Pairs and Sets
Pair: If there is loss to one item of an identical pair by an insured event, we will pay for the pair. The undamaged item becomes our property.
Set: For items that are part of a set of two or more pieces, we will only pay for those particular items which were lost or damaged by an insured event.

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

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

FIRE FOLLOWING EARTHQUAKE
We insure Coverage A – Residence, Coverage B – Additional Buildings and Structures, C – Personal Property and Coverage D – Loss of Use of Your Residence against direct physical loss or damage as a result of a fire from an earthquake.

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

Your policy deductible applies to this coverage.

Special Condition
One or more earthquake shocks that occur within a 168 hour period shall constitute a single earthquake.

The additional 5% coverage under Debris Removal does not apply to losses under Fire Following Earthquake.

POLICY CONDITIONS

The following conditions apply to all Section I – Coverages:

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

DECLARATION OF EMERGENCY - EXTENSION OF TERMINATION OR EXPIRY DATE
If an emergency is declared by a Canadian public authority designated by statute, we will extend the expiry date, or the termination date when initiated by us, subject to the circumstances outlined and Important Definition below.

In order for this to apply, the emergency must have a direct effect or impact on:
- you, your residence, your property, or your premises if located in the declared emergency area; or
- our operations or those of your broker located in the declared emergency area.

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

The following circumstances are included:

When we initiate a termination based on the Statutory Condition - Termination of this policy we will extend the termination date 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.

If this policy is due to expire during an emergency, it will remain in force until the emergency is terminated plus the lesser of:

a) 30 days; or
b) the number of days the emergency order was in effect.

Important Definition
Emergency means the first statutory declaration of an emergency:

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

INSURANCE UNDER MORE THAN ONE POLICY

If you have insurance on the described property, our policy will be 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 ratable proportion of the loss or claim under this policy.

NOTICE TO AUTHORITIES

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

SUBROGATION

We will be entitled to assume all your rights of recovery against others and bring action in your name to enforce these rights when we make payment or assume liability under this policy.
Your right to recover from us is not affected by any release from liability entered into by you prior to loss.

SECTION II - PERSONAL LIABILITY PROTECTION

THE ADDITIONAL AGREEMENT

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

This insurance applies to:

- accidents or occurrences which take place during the policy term, while in force;

- each of the insureds separately when a claim or action has been made against or brought against you.

COVERAGE E – LEGAL LIABILITY

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

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

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

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

WHAT IS EXCLUDED

We do not insure claims made against you arising from:

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

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

DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS

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

- all expenses which we incur;
- all costs charged against you in any suit insured under Coverage E – Legal Liability;
- any interest accruing after judgment on that part of the judgment which is within the amount of insurance of Coverage E – Legal Liability;
- premiums for appeal bonds required in any lawsuit involving you and bonds to release any property that is being held as security, up to the amount of insurance, but we are not obligated to apply for or provide these bonds;

- expenses which you have incurred for emergency medical or surgical treatment to others following an accident or occurrence insured by this policy;
- reasonable expenses including actual loss of income up to $100 per day, which you incur at our request.

UNAUTHORIZED SETTLEMENTS

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

COVERAGE F –VOLUNTARY MEDICAL PAYMENTS

We will pay reasonable medical expenses incurred within one year of the date of the accident or occurrence, if you unintentionally injure another person or if they are accidentally injured on your premises. This coverage is available even though you are not legally liable.
Medical expenses include surgical, dental, hospital, nursing, ambulance service and funeral expenses.
The amount of insurance shown on your declaration is the most we will pay for each person in respect to one accident or occurrence. Payment under Coverage F is not an admission of liability by you or us.
We will not pay for:

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

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

COVERAGE G – VOLUNTARY PAYMENT FOR DAMAGE TO PROPERTY OF OTHERS

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

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

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

BASIS OF PAYMENT

We will pay the lesser of:

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

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

COVERAGE H – VOLUNTARY COMPENSATION FOR RESIDENCE EMPLOYEES

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

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

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

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

WHAT IS EXCLUDED

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

SCHEDULE OF BENEFITS

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

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

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

Temporary Total Disability
If your residence employee becomes totally disabled from injuries received within 14 days of an accident while performing duties as hired by you, and cannot work at any job, we will pay a weekly compensation up to 26 weeks while such disability continues. We will not pay for the first seven days unless the disability lasts for six weeks or more.

Permanent total disability

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

Injury benefits

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

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

Medical Expenses
If as a result of the accident your residence employee incurs medical expenses, including surgical, dental, hospital, nursing and ambulance expenses received within 26 weeks of an accident while performing duties as hired by you, we will pay up to a maximum of $1,000 in addition to all other benefits.

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

We do not insure you for costs you can recover from other insurance plans.

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

SPECIAL LIMITATIONS

BUSINESS AND BUSINESS PROPERTY

We insure you against claims arising out of:

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

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

GOLF CARTS

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

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

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

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

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

TRAILERS

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

WATERCRAFT AND MOTORIZED VEHICLES

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

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

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

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

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

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

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

SECTION II – WHAT IS EXCLUDED

We do not insure claims arising from:

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

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

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

4. business pursuits or any business use of the premises except as provided under Special Limitations Business and Business Property in Section II – Personal Liability Protection;

5. the rendering of or failure to render any professional service(s);

6. liability imposed upon or assumed by you under any workers' compensation statute;

7. bodily injury or property damage caused by any intentional or criminal act or failure to act by:
   - you; or
   - any other person at your direction;

8. sexual, physical, psychological or emotional abuse, molestation or harassment, including corporal punishment by:
   - you; or
   - at your direction, or with your knowledge; or
   - your failure to take steps to prevent sexual, physical, psychological, or emotional abuse, molestation or harassment, or corporal punishment;

9. any communicable disease;

10. the ownership, use or operation of any watercraft, personal watercraft, motorized vehicle, or trailer except as provided under watercraft and motorized vehicles and trailers in Section II – Personal Liability Protection;

11. the ownership, use or operation of:
   - any aircraft or drone; or
   - premises used as an airport or landing facility; and all activities related to either;

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

SECTION II – CONDITIONS

ACTION AGAINST US

No suit may be brought against us until:

- you have fully complied with all of the terms of this coverage; and
- 60 days after the written proof of claim has been filed with us.

INSURANCE UNDER MORE THAN ONE POLICY

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

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

UNAUTHORIZED SETTLEMENTS

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

WHAT YOU MUST DO AFTER AN ACCIDENT OR OCCURRENCE

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

- the date, time, place and circumstances of the accident or occurrence; and
- the interest of all persons in the property affected.

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

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

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

KEY WORDS

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

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

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

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

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

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

Business Property means property pertaining to a business including samples and goods held for sale.

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.

Collapse caused by the Weight of Ice, Snow or Sleet means loss or damage to your personal property caused by the collapse or partial collapse of your residence, or additional buildings and structures.

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

Condominium Corporation means a condominium or strata corporation established under provincial or territorial legislation.

Construction – see Under Construction

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

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

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

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

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

Drone means a remote-controlled pilotless aircraft.

E-bike (electric bicycle) means a two- or three-wheeled bicycle equipped with handlebars and operable pedals, an attached electric motor of 500W or less, and a maximum speed capability of 32 km/h from the motor over level ground. E-bikes and e-bike riders must meet all the requirements of the province or territory in which they reside.

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

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

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

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

Fuel Leakage means loss or damage to personal property caused by the sudden and accidental escape or overflow of fuel oil from a permanently installed domestic fixed fuel tank, any attached equipment, apparatus or piping as a result of an insured event.

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

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

Ice Damming means loss or damage caused by water that enters your residence, or additional buildings and structures through a roof due to the accumulation of ice or snow on the exterior of the roof or eavestrough.

Impact by Aircraft, Spacecraft or Land Vehicle does not include any loss or damage to animals.

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

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

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

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

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

- the unusual and rapid accumulation or run off of water or natural precipitation, not caused by escape of water from a domestic water container or watermain; or

- the rising of, the breaking out or the overflow of any body of fresh water or watercourse, whether natural or man-made.

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

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

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

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

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

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

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

Residence means the residential building or mobile/mini home described on your declaration wholly or partially occupied by you as a private home.
Residence Employee means a person employed by you to perform household, domestic or similar duties in connection with the maintenance or use of the premises, excluding duties in connection to your business or farming operations.

Short Term Rental means any rental contract less than 30 days in duration.

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

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

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

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

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

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

Under Construction or Construction means:

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

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

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

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

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

Vacant Land means land with no man-made structures.

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

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

Welcome to The Wawanesa Mutual Insurance Company

Thank you for purchasing our Comprehensive Homeowner Package

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

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

THE AGREEMENT

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

HOW TO READ AND UNDERSTAND YOUR POLICY

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

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

Your policy is made up of three sections:

Section I – Property Coverage

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

Section II – Personal Liability Protection

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

Section III – Statutory Conditions

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

IMPORTANT PARTIES

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

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

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

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

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

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

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

SECTION I – PROPERTY COVERAGE

This policy provides all risk coverage on your property described under Coverage A - Residence, Coverage B – Additional Buildings and Structures and Coverage C – Personal Property, limited by the exclusions, conditions and Key Words of this policy.

COVERAGE A – RESIDENCE

We insure:

- your residence and its attached structures on the premises described on your declaration;
- permanently installed outdoor equipment on the premises;

- outdoor domestic water containers, including swimming pools, spas, saunas, hot tubs, and their attached equipment on the premises;
- materials and supplies located on or adjacent to the premises intended for use in construction, renovation, or repair of the residence, or additional buildings and structures on the premises;
- building fixtures and fittings used principally for the residence while temporarily removed from the premises for repair or seasonal storage.

COVERAGE B – ADDITIONAL BUILDINGS AND STRUCTURES

We insure your personal use additional buildings and structures on the premises separated from the residence by a clear space but not insured under Coverage A – Residence. If they are connected to the residence by only a fence, utility line, or similar connection, they are considered additional buildings and structures.

We do not insure additional buildings and structures originally built and previously used for farming purposes regardless of their current use unless listed on your declaration.

COVERAGE C – PERSONAL PROPERTY

Personal Property on your Premises

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

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

Personal Property Temporarily Away from your Premises

We insure your personal property away from your premises including:

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

Moving to Another Residence

We insure your personal property in transit while you are moving from the location shown on your declaration, to a new location in Canada which is to be occupied by you as your principal residence. Coverage applies up to 90 consecutive days commencing on the date the personal property is removed from your residence, but not beyond the date the policy expires or is terminated. This coverage does not increase the amount of insurance.

SPECIAL LIMITS OF INSURANCE

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

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

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

For theft and mysterious disappearance losses	Limit
Numismatic, coin and banknote collections	$1,000
Manuscripts, stamps and stamp collections	$2,500
Collectibles including sports cards, memorabilia and comic books	$5,000
Fur garments and garments trimmed with fur	$6,000
Luggage, pet carriers, footwear and handbags including but not limited to purses, wallets, totes, clutches, carrier bags and other items of similar nature	$10,000
Jewellery, watches and gems	$10,000

PROPERTY EXCLUDED

We do not insure:

- personal property of tenants, roomers, or boarders who are not related to you;
- personal property normally kept at any other location you own, rent, lease or occupy. We do not exclude property you bring with you while you are temporarily staying there;
- automobiles, trucks, motorcycles, go-karts, all-terrain vehicles with three or more wheels, snowmobiles, aircraft, or any other motorized vehicles which are licensed or subject to motor vehicle registration, including equipment or accessories, whether attached or detached;
- E-Bikes that do not meet our description under Key Words;
- drones and their equipment exceeding 250 grams;

- toys or hobby items such as model aircraft or children's battery powered all-terrain vehicles using more than a 12-volt battery or that can attain speeds greater than 10 kilometers per hour;
- watercraft, including personal watercraft, their furnishings, equipment, motors and accessories exceeding the limit of insurance shown under Special Limits of Insurance;
- camper units, truck caps, trailers other than utility trailers, or their equipment;
- utility trailers exceeding the limit of insurance shown under Special Limits of Insurance;
- sporting equipment where the loss or damage is due to its use;
- animals, birds, or fish unless the loss or damage is caused by fire, lightning, explosion, riot, theft or attempted theft, vandalism, and malicious acts;
- property at any fairground, exhibition or exposition, with the intent to display, demonstrate, trade or sell;
- evidences of debt or title;
- business property, exceeding the limit of insurance shown under Special Limits of Insurance, including samples and goods held for sale; or
- data.

COVERAGE D – LOSS OF USE OF YOUR RESIDENCE

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

Additional Living Expense

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

Fair Rental Value

If an insured event makes the part of your residence 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 your residence rented or held for rental. This coverage does not apply when your residence or the part of your residence rented to others is vacant.

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

Prohibited Access by Civil Authority

If a civil authority prohibits access to your premises:

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

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

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

We do not insure loss or expense due to the cancellation of a lease or agreement.
No deductible applies to Prohibited Access by Civil Authority.

ADDITIONAL COVERAGES

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

AUTOMATIC PRINCIPAL RESIDENCE COVERAGE

When you purchase a residence in Canada to replace your principal residence as shown in the declaration, 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:

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

The most we will pay for either residence is the amount of insurance as stated in the declaration for Coverage A - Residence, regardless of the value of the new residence.

If your policy includes Guaranteed Replacement Cost Coverage and Single Limit Coverage, these additional Coverages would not apply to the newly acquired principal residence.

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

For the purposes of this Additional Coverage, the amount of Coverage A – Residence will not be increased as a result of the application of any other endorsement.

CHANGE OF TEMPERATURE

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

CREDIT OR DEBIT CARDS, FORGERY AND COUNTERFEIT CURRENCY

We will pay up to $10,000 for:

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

We will not pay for loss under this coverage:

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

At our option and expense, we may defend any claim against you under this coverage as noted above.
This is additional insurance.
No deductible applies to this coverage.

DEBRIS REMOVAL

We will pay the cost of removing debris of insured property, as a result of an insured event. If the amount payable for the insured loss, including expenses for debris removal, is greater than the amount of insurance as indicated for Coverage A – Residence on your declaration, then an additional 5% of that limit will be available for debris removal expenses.
The additional 5% does not apply to losses under the following optional coverages:

- Earthquake Coverage
- Fire Following Earthquake Coverage
- Limited Sewer Backup Coverage
- Overland Water Coverage

For the purposes of this Additional Coverage, the amount of Coverage A – Residence will not be increased as a result of the application of any other endorsement.

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

FIRE DEPARTMENT CHARGES

We will pay for fire department service charges as a result of an insured event that has occurred at your premises.

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

FOOD SPOILAGE

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

- a power failure originating on or off your premises;
- the mechanical breakdown of your refrigeration or freezer unit(s) caused by an insured event; or
- in the event of the municipality causing an interruption in power due to an insured event to prevent further damage.

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

We do not insure:

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

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

INFLATION PROTECTION COVERAGE

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

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

whichever is the most recent.

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

LOCK REPLACEMENT

We will pay up to $2,000 to replace, re-key or re-code locks on your premises or your private passenger automobiles including ignition, if your keys are stolen.

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

OUTDOOR TREES, SHRUBS, PLANTS AND LAWNS

You may apply up to 5% of the Coverage A – Residence amount of insurance shown on your declaration to cover outdoor trees, shrubs, plants and lawns on your premises for loss caused by fire, lightning, explosion, vandalism or malicious acts, or impact by aircraft, spacecraft or land vehicle. We will not pay more than $1,000 for any one outdoor tree, shrub, or plant, including debris removal.

For clarification purposes:

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

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

For the purposes of this Additional Coverage, the amount of Coverage A – Residence will not be increased as a result of the application of any other endorsement.

REWARD COVERAGE

We will pay up to $1,000 regardless of the number of persons providing information, which leads to a conviction for arson, robbery, or burglary in connection with a loss to property insured by this policy.

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

TEAR OUT

In the event of an insured water damage loss we will pay the cost of tearing out and restoration of any of the walls, ceilings, or other parts of your residence, or additional buildings and structures in order to facilitate repairs.

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

SECTION I – WHAT IS EXCLUDED

1. Exclusions Relating to Vacancy
Under no circumstances do we insure any loss or damage:

- caused by vandalism, theft or attempted theft, malicious acts, or glass breakage occurring while your residence is vacant, even if we have given permission for the policy to remain in force during vacancy. This exclusion applies immediately upon your residence becoming vacant;
- caused by water while your residence is vacant, even if we have given permission for the policy to remain in force during vacancy. This exclusion applies immediately upon your residence becoming vacant; or
- by any other cause occurring after your residence has, to your knowledge, been vacant for more than 30 consecutive days unless permission has been granted.

Unless the loss or damage is caused by, or resulting from, the sudden and accidental:

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

2. Exclusions Relating to Under Construction
Under no circumstances do we insure any loss or damage caused by:

- theft or attempted theft of property in or from a residence, and additional buildings and structures under construction or of materials and supplies for use in the construction, until construction is complete, and your additional buildings and structures are ready to be used and your residence is ready to be occupied;
- vandalism, malicious acts, or glass breakage occurring while your residence, or additional buildings and structures are under construction, even if we have given permission for the policy to remain in force during construction; or
- water damage occurring while your residence, or additional buildings and structures are under construction, even if we have given permission for the policy to remain in force during construction. This exclusion applies immediately upon the commencement of construction.

3. Exclusions Relating to Water
Under no circumstances do we insure any loss or damage caused by water, including:

- ground water or rising of the water table;
- surface waters;

- shoreline ice build-up or water borne ice or other waterborne objects, all whether driven by wind or not;
- flood of any nature. This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but you are still insured for ensuing loss or damage which results directly from fire or explosion;
- continuous or repeated leakage, seepage, or discharge of water;
- the backing up or escape of water or sewage from any sewer, storm drain, drain, septic system, or sump;
- to a plumbing, heating, cooling, sprinkler or air conditioning system or domestic water container from which the water escaped;
- freezing during the usual heating season, within a heated portion of your residence, or additional buildings and structures if the heat has been intentionally turned off by you or at your direction; or
- freezing during the usual heating season, within an unheated portion of your residence, or additional buildings and structures;

unless the loss or damage is caused by, or resulting from, the sudden and accidental:

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

We also do not insure loss or damage:

4. to structures or buildings used in whole or in part for business or farming operations, unless shown on your declaration;

5. to property undergoing any process or while being worked on, where the damage results from such process or work. However, any resulting damage to other property by an insured event is covered;

6. to any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;

7. to any property illegally acquired, kept, stored, or transported, or property subject to forfeiture;

8. caused by the dishonesty of a person(s) in which you have entrusted with the care, custody and control of your personal property;

9. caused by or from the intentional or criminal acts or the failure to act by you or any other person at your direction. However, coverage is provided if you did not take part in or have knowledge of the intentional or criminal act leading to the loss or damage to the insured property, but only to the extent of your proportional interest;

10. caused by or as a result of vermin, birds, insects, rodents, bats, raccoons, skunks, or squirrels, except loss or damage to building glass or if it results in fire, explosion, smoke, falling object, water damage, electricity, ice damming;

11. caused by or resulting from wear and tear, deterioration, inherent vice, latent defect, rust or corrosion, extremes of temperature, condensation, dampness of atmosphere, wet or dry rot, contamination, or fungi except where otherwise provided for in this policy;

12. related directly to mechanical breakdown except where otherwise provided for in this policy;
13. caused by or resulting from repeated exposure to the same harmful conditions;
14. caused by the continuous or repeated leakage or seepage of your domestic fixed fuel oil tank;
15. caused by or resulting from contamination by radioactive material;
16. resulting from a change in ownership of property that is agreed to, even if that change was brought about by trickery or fraud;
17. caused by or resulting from smoke from agricultural smudging or industrial operations;
18. caused directly or indirectly by marring, scratching, abrasion, or chipping of any personal property or breakage of any fragile or brittle article(s) unless caused by a fire, lightning, explosion, smoke, falling object, impact by aircraft, spacecraft, watercraft or land vehicle, riot, vandalism or malicious acts, water damage, windstorm, hail, electricity, transportation, ice damming, damage by bears, or theft or attempted theft;
19. caused by or resulting from the manufacturing, distribution or sale of any drug, narcotic, or illegal substance, whether or not you have knowledge of such activity. This includes any alterations of the premises to facilitate such activity. However, a total of four or less cannabis plants legally grown on your residential premises for recreational consumption by you, where it is allowed by law, is not excluded;
20. resulting from the cost of correcting faulty design, material, or workmanship;
21. related to the increased costs of repair or replacement due to the operation of any law or ordinance regulating the zoning, demolition, repair, or construction of buildings and their related services;
22. caused directly or indirectly by settling, expansion, contraction, moving, bulging, buckling, or cracking, except resulting damage to building glass;
23. caused by theft or attempted theft committed by any tenant, tenant's employee, or member of the tenant's household;
24. caused directly or indirectly, in whole or in part, by snowslide, sinkhole, earthquake, landslide, or any other earth movement regardless of any cause or event that contributes concurrently. If any of these results in fire or explosion we will pay only for the resulting loss or damage from that fire or explosion regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage;
25. caused from any nuclear incident as defined in the Nuclear Safety and Control Act or any other nuclear liability and compensation act, law, or statute, or any updates to the law, or nuclear explosion, except for ensuing loss or damage directly or indirectly from fire, lightning, or explosion of natural, coal, or manufactured gas;
26. caused directly or indirectly, in whole or in part, by war, invasion, act of foreign enemy, declared or undeclared hostilities, civil war, rebellion, revolution or insurrection, or military power; regardless of any other cause or event that contributes concurrently or in any sequence to loss or damage;
27. in whole or in part, by terrorism or by any activity or decision of a governmental agency or other entity to prevent, respond to or terminate terrorism, but you are still insured for ensuing loss or damage which results directly from fire or explosion;
28. caused by domestic animals or pets of any kind:
- owned by you;
- in your care, custody or control; or
- owned by or in the care, custody or control of anyone residing on your premises;

29. to a watermain;
30. arising from pollution or contamination caused by the discharge or escape of any waste material, irritants, pollutants or contaminants unless caused by fire, lightning, explosion, falling object, impact by aircraft, spacecraft or land vehicle, riot, vandalism or malicious acts, windstorm, hail, electricity, transportation, ice damming, damage by bears, or smoke and soot due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the premises;

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

32. vandalism, malicious acts, and damage intentionally caused by your tenant, tenant's employee, or member of your tenant's household; or

33. or expenses, caused directly or indirectly, in whole or in part by any communicable disease regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage or expenses.

BASIS OF SETTLEMENT

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

COVERAGE A – RESIDENCE AND COVERAGE B – ADDITIONAL BUILDINGS AND STRUCTURES

We will pay the replacement cost or the cost of repairs (whichever is less), if you repair or replace the damaged or destroyed building(s), on the same site, with a building of the same occupancy, constructed with materials of similar quality, within a reasonable time after the damage.

If you decide not to repair or replace the damaged or destroyed building, we will pay the actual cash value of the damage at the date of the occurrence. 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 service

COVERAGE C – PERSONAL PROPERTY

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

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

- actual cost of repairs;
- actual cost of replacement; or
- amount of insurance on your declaration.

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

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

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

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

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

Pairs and Sets
Pair: If there is loss to one item of an identical pair by an insured event, we will pay for the pair. The undamaged item becomes our property.
Set: For items that are part of a set of two or more pieces, we will only pay for those particular items which were lost or damaged by an insured event.

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

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

FIRE FOLLOWING EARTHQUAKE
We insure Coverage A – Residence, Coverage B – Additional Buildings and Structures, C – Personal Property and Coverage D – Loss of Use of Your Residence against direct physical loss or damage as a result of a fire from an earthquake.

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

Your policy deductible applies to this coverage.

Special Condition
One or more earthquake shocks that occur within a 168 hour period shall constitute a single earthquake.

The additional 5% coverage under Debris Removal does not apply to losses under Fire Following Earthquake.

POLICY CONDITIONS

The following conditions apply to all Section I – Coverages:

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

DECLARATION OF EMERGENCY - EXTENSION OF TERMINATION OR EXPIRY DATE

If an emergency is declared by a Canadian public authority designated by statute, we will extend the expiry date, or the termination date when initiated by us, subject to the circumstances outlined and Important Definition below.
In order for this to apply, the emergency must have a direct effect or impact on:

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

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

The following circumstances are included:

When we initiate a termination based on the Statutory Condition - Termination of this policy we will extend the termination date 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.

If this policy is due to expire during an emergency, it will remain in force until the emergency is terminated plus the lesser of:

a) 30 days; or
b) the number of days the emergency order was in effect.

Important Definition

Emergency means the first statutory declaration of an emergency:

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

INSURANCE UNDER MORE THAN ONE POLICY

If you have insurance on the described property, our policy will be 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 ratable proportion of the loss or claim under this policy.

NOTICE TO AUTHORITIES

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

SUBROGATION

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

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

SECTION II - PERSONAL LIABILITY PROTECTION

THE ADDITIONAL AGREEMENT

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

This insurance applies to:

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

COVERAGE E – LEGAL LIABILITY

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

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

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

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

WHAT IS EXCLUDED

We do not insure claims made against you arising from:

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

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

DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS

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

We will also pay:

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

UNAUTHORIZED SETTLEMENTS

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

COVERAGE F – VOLUNTARY MEDICAL PAYMENTS

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

Medical expenses include surgical, dental, hospital, nursing, ambulance service and funeral expenses. The amount of insurance shown on your declaration is the most we will pay for each person in respect to one accident or occurrence. Payment under Coverage F is not an admission of liability by you or us.

We will not pay for:

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

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

COVERAGE G – VOLUNTARY PAYMENT FOR DAMAGE TO PROPERTY OF OTHERS

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

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

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

BASIS OF PAYMENT

We will pay the lesser of:

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

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

COVERAGE H – VOLUNTARY COMPENSATION FOR RESIDENCE EMPLOYEES

This coverage is automatically provided for all your occasional residence employees. It will be extended to your permanent residence employees if stated on your declaration.
We offer to pay the benefits described below if your residence employee is injured or dies accidentally while working for you, even though you are not legally liable.

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

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

WHAT IS EXCLUDED

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

SCHEDULE OF BENEFITS

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

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

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

Temporary Total Disability
If your residence employee becomes totally disabled from injuries received within 14 days of an accident while performing duties as hired by you, and cannot work at any job, we will pay a weekly

compensation up to 26 weeks while such disability continues. We will not pay for the first seven days unless the disability lasts for six weeks or more.

Permanent total disability

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

Injury benefits

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

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

Medical Expenses

If as a result of the accident your residence employee incurs medical expenses, including surgical, dental, hospital, nursing and ambulance expenses received within 26 weeks of an accident while performing duties as hired by you, we will pay up to a maximum of $1,000 in addition to all other benefits.

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

We do not insure you for costs you can recover from other insurance plans.

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

SPECIAL LIMITATIONS

BUSINESS AND BUSINESS PROPERTY

We insure you against claims arising out of:

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

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

GOLF CARTS

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

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

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

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

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

TRAILERS

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

WATERCRAFT AND MOTORIZED VEHICLES

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

- watercraft including their attachments, equipped with an outboard motor(s), of not more than 25 HP (19kW) in total, when used with or on a single watercraft;

- watercraft, personal watercraft including their attachments, equipped with any other type of motor of not more than 50 HP (38 kW);
- non-motorized watercraft, including their attachments, not more than 8 metres in length;
- self-propelled lawn mowers, snow blowers, garden-type tractors of not more than 50 HP (38kW);
- motorized wheelchairs, including motorized scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability;
- motorized golf carts while in use on a golf course; or
- E-Bikes that meet our description under Key Words.

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

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

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

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

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

SECTION II – WHAT IS EXCLUDED

We do not insure claims arising from:

1. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
2. caused directly or indirectly, in whole or in part, by terrorism or by an activity or decision of a government agency or other entity to prevent, respond to or terminate terrorism. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage;
3. bodily injury or property damage which is required to be insured under a nuclear energy liability policy issued by the Nuclear Insurance Association of Canada, or any other group or pool of insurers;
4. business pursuits or any business use of the premises except as provided under Special Limitations Business and Business Property in Section II – Personal Liability Protection;
5. the rendering of or failure to render any professional service(s);
6. liability imposed upon or assumed by you under any workers' compensation statute;
7. bodily injury or property damage caused by any intentional or criminal act or failure to act by:
   - you; or
   - any other person at your direction;

8. sexual, physical, psychological or emotional abuse, molestation or harassment, including corporal punishment by:
   - you; or
   - at your direction, or with your knowledge; or
   - your failure to take steps to prevent sexual, physical, psychological, or emotional abuse, molestation or harassment, or corporal punishment;
9. any communicable disease;
10. the ownership, use or operation of any watercraft, personal watercraft, motorized vehicle, or trailer except as provided under watercraft and motorized vehicles and trailers in Section II – Personal Liability Protection;
11. the ownership, use or operation of:
    - any aircraft or drone; or
    - premises used as an airport or landing facility; and all activities related to either;
12. any claim that arises directly or indirectly, in whole or in part, out of the use or misuse of social media or the Internet. This includes the use of, distribution by, publication by, display of any material that offends another using social media or the Internet.

SECTION II – CONDITIONS

ACTION AGAINST US

No suit may be brought against us until:

- you have fully complied with all of the terms of this coverage; and
- 60 days after the written proof of claim has been filed with us.

INSURANCE UNDER MORE THAN ONE POLICY

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

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

UNAUTHORIZED SETTLEMENTS

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

WHAT YOU MUST DO AFTER AN ACCIDENT OR OCCURRENCE

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

- the date, time, place and circumstances of the accident or occurrence; and
- the interest of all persons in the property affected.

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

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

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

KEY WORDS

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

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

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

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

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

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

Business Property means property pertaining to a business including samples and goods held for sale.

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.

Collapse caused by the Weight of Ice, Snow or Sleet means loss or damage to your personal property caused by the collapse or partial collapse of your residence, or additional buildings and structures.

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

Condominium Corporation means a condominium or strata corporation established under provincial or territorial legislation.

Construction – see Under Construction

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

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

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

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

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

Drone means a remote-controlled pilotless aircraft.

E-bike (electric bicycle) means a two- or three-wheeled bicycle equipped with handlebars and operable pedals, an attached electric motor of 500W or less, and a maximum speed capability of 32 km/h from the motor over level ground. E-bikes and e-bike riders must meet all the requirements of the province or territory in which they reside.

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

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

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

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

Fuel Leakage means loss or damage to personal property caused by the sudden and accidental escape or overflow of fuel oil from a permanently installed domestic fixed fuel tank, any attached equipment, apparatus or piping as a result of an insured event.

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

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

Ice Damming means loss or damage caused by water that enters your residence, or additional buildings and structures through a roof due to the accumulation of ice or snow on the exterior of the roof or eavestrough.

Impact by Aircraft, Spacecraft or Land Vehicle does not include any loss or damage to animals.

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

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

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

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

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

- the unusual and rapid accumulation or run off of water or natural precipitation, not caused by escape of water from a domestic water container or watermain; or
- the rising of, the breaking out or the overflow of any body of fresh water or watercourse, whether natural or man-made.

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

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

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

Premises
Under Section I – Property Coverage means:

- the location where you reside, and the land contained within the lot lines where your residence is situated;
- the portion of the location which you occupy exclusively for your residential purposes or occupied by your tenant;
- other residential premises specified on your declaration, except business premises and farms;
- your cemetery plots or burial vaults.

Under Section II – Personal Liability Protection also means:

- vacant land in Canada owned by or rented to you, other than farm land;
- land in Canada owned by or rented to you on which an independent contractor is building a one, two, three or four family residence to be occupied by you;
- the location where you are residing temporarily or which you are using temporarily, provided you are not the owner and not under any agreement to rent or lease the location for longer than 90 consecutive days;
- a new principal residence in Canada to be occupied by you from the date you acquire ownership or take possession but not beyond the earliest of:

a) 30 consecutive days;
b) the date the policy term expires or is terminated; or
c) the date specific liability insurance is arranged for your premises.

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

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

Residence means the residential building or mobile/mini home described on your declaration wholly or partially occupied by you as a private home.

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

Short Term Rental means any rental contract less than 30 days in duration.

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

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

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

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

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

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

Under Construction or Construction means:
- construction of a new residence building or additional buildings and structures;
- alterations, additions or repairs to existing residence buildings or additional buildings and structures which includes any of the following:
  a) site preparation;

b) demolition;
c) laying of foundations;
d) removal or weakening of any structural support; or
e) the opening of an exterior wall or roof component that extends beyond 48 consecutive hours.

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

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

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

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

Vacant Land means land with no man-made structures.

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

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

Welcome to The Wawanesa Mutual Insurance Company

Thank you for purchasing our Basic Revenue Property Package

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

As a valued customer, our goal is for the policy to provide you with answers to your questions during the policy term and in the event of a claim. Your policy outlines what is insured. This policy provides coverage against the insured events specifically stated in this policy on your revenue property, additional buildings and structures, and personal property. It is important for you to review the entire policy to determine your coverage, rights and responsibilities. We have included some key words at the end of the policy to help you understand the specific use of these words. If you have any questions about your policy, please contact your broker.

THE AGREEMENT

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

HOW TO READ AND UNDERSTAND YOUR POLICY

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

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

Your policy is made up of three sections:
Section I – Property Coverage
Describes the insurance on your property and loss of use of your residence.
Section II – Personal Liability Protection
Describes the insurance for your legal liability including bodily injury or property damage to others.
Section III – Statutory Conditions
Describes conditions required by provincial and territorial law that outline mandatory responsibilities.

IMPORTANT PARTIES

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

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

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

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

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

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

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

SECTION I – PROPERTY COVERAGE

Your property as described under Coverage A – Residence, Coverage B – Additional Buildings and Structures and Coverage C – Personal Property is insured against the direct physical loss or damage caused by the following insured events as described, and limited by the exclusions, conditions and Key Words of this policy;

1. Fire;
2. Lightning;
3. Explosion;

4. Smoke;
5. Falling Object;
6. Impact by Aircraft, Spacecraft or Land Vehicle;
7. Riot;
8. Vandalism or Malicious Acts;
9. Water Damage;
10. Windstorm;
11. Hail;
12. Electricity;
13. Transportation;
14. Collapse caused by the weight of ice, sleet or snow;
15. Ice Damming;
16. Damage Caused by Bears; or
17. Theft and Attempted Theft.

Pay special attention to how the insured events in this list are described in Key Words and how the exclusions are outlined under Section I – What is excluded.

COVERAGE A – RESIDENCE

We insure:

- your revenue property and its attached structures on the premises described on your declaration;
- permanently installed outdoor equipment on the premises;
- outdoor domestic water containers, including swimming pools, spas, saunas, hot tubs, and their attached equipment on the premises;
- materials and supplies located on or adjacent to the premises intended for use in construction, renovation, or repair of your revenue property or additional buildings and structures on the premises;
- building fixtures and fittings used principally for your revenue property while temporarily removed from the premises for repair or seasonal storage.

COVERAGE B – ADDITIONAL BUILDINGS AND STRUCTURES

We insure your personal use additional buildings and structures on the premises separated from the revenue property by a clear space but not insured under Coverage A – Residence. If they are connected to your revenue property by only a fence, utility line, or similar connection, they are considered additional buildings and structures.

We do not insure additional buildings and structures originally built and previously used for farming purposes regardless of their current use unless listed on your declaration.

COVERAGE C – PERSONAL PROPERTY

Personal Property on your Premises

We insure the contents of your revenue property which you own and are usual to the ownership, use or maintenance of your described revenue property including but not limited to:

- major appliances which are not permanently installed including refrigerators and freezers, stoves, dishwashers, washing machines, and clothes dryers;

- lawn and yard maintenance equipment including lawn mowers, tractors, manual rakes, snow shovels, and snow blowers;

PROPERTY EXCLUDED

We do not insure:

- personal property of tenants, roomers, or boarders;
- personal property normally kept at any other location you own, rent, lease, or occupy;
- 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;
- E-Bikes that do not meet our description under Key Words;
- your personal property normally stored on the described premises which is not intended for property maintenance or use by your tenant;
- motorized vehicles, other than lawn mowers or tractors that do not exceed 50 hp, and are subject to a maximum limit of $3500 for any one occurrence;
- drones and their equipment exceeding 250 grams;
- toys or hobby items such as model aircraft or children's battery powered all-terrain vehicles using more than a 12-volt battery or that can attain speeds greater than 10 kilometers per hour;
- watercraft, including personal watercraft, their furnishings, equipment, motors and accessories
- camper units, truck caps, trailers other than utility trailers, or their equipment;
- utility trailers exceeding the limit of insurance shown under Special Limits of Insurance;
- sporting equipment where the loss or damage is due to its use;
- animals, birds, or fish unless the loss or damage is caused by fire, lightning, explosion, riot, theft or attempted theft, vandalism, and malicious acts;
- property at any fairground, exhibition or exposition, with the intent to display, demonstrate, trade or sell;
- evidences of debt or title;
- business property including samples and goods held for sale; or
- data.

COVERAGE D – LOSS OF USE OF RESIDENCE

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

Fair Rental Value

We will pay you the Fair Rental Value of the part of your revenue property rented to others if an insured event makes your revenue property unfit for occupancy. This coverage does not apply when your revenue property is vacant.

Payment shall be for the reasonable time required to repair or replace that part of revenue property rented or held for rental.

Fair Rental Value excludes any expense that does not continue while your revenue property is unfit for occupancy.

Prohibited Access by Civil Authority

If a civil authority prohibits access to your premises:

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

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

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

We do not insure loss or expense due to the cancellation of a lease or agreement.
No deductible applies to Prohibited Access by Civil Authority.

ADDITIONAL COVERAGES

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

CHANGE OF TEMPERATURE

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

DEBRIS REMOVAL

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

The additional 5% does not apply to losses under the following optional coverages:

- Earthquake Coverage
- Fire Following Earthquake Coverage
- Limited Sewer Backup Coverage
- Overland Water Coverage

For the purposes of this Additional Coverage, the amount of Coverage A – Residence will not be increased as a result of the application of any other endorsement.

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

FIRE DEPARTMENT CHARGES

We will pay for fire department service charges as a result of an insured event that has occurred at your premises.

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

INFLATION PROTECTION COVERAGE

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

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

whichever is the most recent.

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

LOCK REPLACEMENT

We will pay up to $2,000 to replace, re-key or re-code locks on your premises if your keys are stolen.
This is additional insurance.
No deductible applies to this coverage.

OUTDOOR TREES, SHRUBS, PLANTS AND LAWNS

We will pay up to $10,000 to cover outdoor trees, shrubs, plants and lawns on your premises for loss caused by fire, lightning, explosion, vandalism or malicious acts, or impact by aircraft, spacecraft or land vehicle. We will not pay more than $1,000 for any one outdoor tree, shrub, or plant, including debris removal.
For clarification purposes:

- lawns include natural and artificial turf;
- we do not insure items grown for commercial purpose;
- cannabis plants of any type are excluded.

PROPERTY REMOVED

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

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

REWARD COVERAGE

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

TEAR OUT

In the event of an insured water damage loss we will pay the cost of tearing out and restoration of any of the walls, ceilings, or other parts of your revenue property, or additional buildings and structures in order to facilitate repairs.
The cost of tearing out and replacing property to repair damage related to domestic water containers, including swimming pools, spas, hot tubs, saunas, or any public watermain is not insured.

SECTION I – WHAT IS EXCLUDED

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

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

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

3. Exclusions Relating to Water
Under no circumstances do we insure any loss or damage caused by water, including:
- ground water or rising of the water table;
- surface waters;

- shoreline ice build-up or water borne ice or other waterborne objects, all whether driven by wind or not;
- flood of any nature. This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but you are still insured for ensuing loss or damage which results directly from fire or explosion;
- continuous or repeated leakage, seepage, or discharge of water;
- the backing up or escape of water or sewage from any sewer, storm drain, drain, septic system, or sump;
- to a plumbing, heating, cooling, sprinkler or air conditioning system or domestic water container from which the water escaped;
- freezing during the usual heating season, within a heated portion of your revenue property, or additional buildings and structures if the heat has been intentionally turned off by you or at your direction; or
- freezing during the usual heating season, within an unheated portion of your revenue property, or additional buildings and structures;

unless the loss or damage is caused by, or resulting from, the sudden and accidental:

- escape of water or steam from within a plumbing, heating, cooling, sprinkler, air conditioning system, or domestic water container within your revenue property, or additional buildings and structures;
- escape of water from a domestic water container which is located outside your revenue property, and additional buildings and structures; but under no circumstances do we insure any loss or damage when the escape of water is caused by freezing;
- escape of water from a watermain located outside your revenue property, and additional buildings and structures; or
- opening of your revenue property, or additional buildings and structures which has been created by fire, lightning, explosion, smoke, falling object, impact by aircraft, spacecraft or land vehicle, riot, vandalism or malicious acts, windstorm, hail, electricity, transportation, ice damming, or damage by bears.

We also do not insure loss or damage:

4. to structures or buildings used in whole or in part for business or farming operations, unless shown on your declaration;
5. to property undergoing any process or while being worked on, where the damage results from such process or work. However, any resulting damage to other property by an insured event is covered;
6. to any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
7. to any property illegally acquired, kept, stored, or transported, or property subject to forfeiture;
8. caused by the dishonesty of a person(s) in which you have entrusted with the care, custody and control of your personal property;
9. caused by or from the intentional or criminal acts or the failure to act by you or any other person at your direction. However, coverage is provided if you did not take part in or have knowledge of the intentional or criminal act leading to the loss or damage to the insured property, but only to the extent of your proportional interest;
10. caused by or as a result of vermin, birds, insects, rodents, bats, raccoons, skunks, or squirrels, except loss or damage to building glass or if it results in fire, explosion, smoke, falling object, water damage, electricity, ice damming;
11. caused by or resulting from wear and tear, deterioration, inherent vice, latent defect, rust or corrosion, extremes of temperature, condensation, dampness of atmosphere, wet or dry rot, contamination, or fungi except where otherwise provided for in this policy;

12. related directly to mechanical breakdown except where otherwise provided for in this policy;
13. caused by or resulting from repeated exposure to the same harmful conditions;
14. caused by the continuous or repeated leakage or seepage of your domestic fixed fuel oil tank;
15. caused by or resulting from contamination by radioactive material;
16. resulting from a change in ownership of property that is agreed to, even if that change was brought about by trickery or fraud;
17. caused by or resulting from smoke from agricultural smudging or industrial operations;
18. caused directly or indirectly by marring, scratching, abrasion, or chipping of any personal property or breakage of any fragile or brittle article(s) unless caused by a fire, lightning, explosion, smoke, falling object, impact by aircraft, spacecraft, watercraft or land vehicle, riot, vandalism or malicious acts, water damage, windstorm, hail, electricity, transportation, ice damming, damage by bears, or theft or attempted theft;
19. caused by or resulting from the manufacturing, distribution or sale of any drug, narcotic, or illegal substance, whether or not you have knowledge of such activity. This includes any alterations of the premises to facilitate such activity;
20. resulting from the cost of correcting faulty design, material, or workmanship;
21. related to the increased costs of repair or replacement due to the operation of any law or ordinance regulating the zoning, demolition, repair, or construction of buildings and their related services;
22. caused directly or indirectly by settling, expansion, contraction, moving, bulging, buckling, or cracking, except resulting damage to building glass;
23. caused by theft or attempted theft committed by any tenant, tenant's employee, or member of the tenant's household;
24. caused directly or indirectly, in whole or in part, by snowslide, sinkhole, earthquake, landslide, or any other earth movement regardless of any cause or event that contributes concurrently. If any of these results in fire or explosion we will pay only for the resulting loss or damage from that fire or explosion regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage;
25. caused from any nuclear incident as defined in the Nuclear Safety and Control Act or any other nuclear liability and compensation act, law, or statute, or any updates to the law, or nuclear explosion, except for ensuing loss or damage directly or indirectly from fire, lightning, or explosion of natural, coal, or manufactured gas;
26. caused directly or indirectly, in whole or in part, by war, invasion, act of foreign enemy, declared or undeclared hostilities, civil war, rebellion, revolution or insurrection, or military power; regardless of any other cause or event that contributes concurrently or in any sequence to loss or damage;
27. in whole or in part, by terrorism or by any activity or decision of a governmental agency or other entity to prevent, respond to or terminate terrorism, but you are still insured for ensuing loss or damage which results directly from fire or explosion;
28. caused by domestic animals or pets of any kind:
- owned by you;
- in your care, custody or control; or
- owned by or in the care, custody or control of anyone residing on your premises;

29. to a watermain;
30. arising from pollution or contamination caused by the discharge or escape of any waste material, irritants, pollutants or contaminants unless caused by fire, lightning, explosion, falling object, impact by aircraft, spacecraft or land vehicle, riot, vandalism or malicious acts, windstorm, hail, electricity, transportation, ice damming, damage by bears, or smoke and soot due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the premises;
31. loss or damage occurring while your revenue property is being moved, except in an emergency, to protect it when endangered by any insured event. Moving begins with the commencement of the

removal of leveling blocks/jacks and/or the disconnection of utilities, and continues until the revenue property has been fully installed and is ready for occupancy at its new location;

32. vandalism, malicious acts, and damage intentionally caused by your tenant, tenant's employee, or member of your tenant's household; or

33. or expenses, caused directly or indirectly, in whole or in part by any communicable disease regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage or expenses.

BASIS OF SETTLEMENT

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

COVERAGE A – RESIDENCE AND COVERAGE B – ADDITIONAL BUILDINGS AND STRUCTURES

We will pay the replacement cost or the cost of repairs (whichever is less), if you repair or replace the damaged or destroyed building(s), on the same site, with a building of the same occupancy, constructed with materials of similar quality, within a reasonable time after the damage.

If you decide not to repair or replace the damaged or destroyed building, we will pay the actual cash value of the damage at the date of the occurrence. 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 service

COVERAGE C – PERSONAL PROPERTY

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

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

- actual cost of repairs;
- actual cost of replacement; or
- amount of insurance on your declaration.

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

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

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

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

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

Pairs and Sets
Pair: If there is loss to one item of an identical pair by an insured event, we will pay for the pair. The undamaged item becomes our property.

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

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

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

FIRE FOLLOWING EARTHQUAKE
We insure Coverage A – Residence, Coverage B – Additional Buildings and Structures, C – Personal Property and Coverage D – Loss of Use of Residence against direct physical loss or damage as a result of a fire from an earthquake.

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

Your policy deductible applies to this coverage.

Special Condition
One or more earthquake shocks that occur within a 168 hour period shall constitute a single earthquake.

The additional 5% coverage under Debris Removal does not apply to losses under Fire Following Earthquake.

POLICY CONDITIONS

The following conditions apply to all Section I – Coverages:

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

DECLARATION OF EMERGENCY - EXTENSION OF TERMINATION OR EXPIRY DATE
If an emergency is declared by a Canadian public authority designated by statute, we will extend the expiry date, or the termination date when initiated by us, subject to the circumstances outlined and

Important Definition below.

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

- you, your revenue property, or the location within Canada identified on your declaration for mailing your policy documents, if located in the declared emergency area; or
- our operations or those of your broker located in the declared emergency area.

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

The following circumstances are included:

When we initiate a termination based on the Statutory Condition - Termination of this policy we will extend the termination date 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.

If this policy is due to expire during an emergency, it will remain in force until the emergency is terminated plus the lesser of:

a) 30 days; or
b) the number of days the emergency order was in effect.

Important Definition
Emergency means the first statutory declaration of an emergency:

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

INSURANCE UNDER MORE THAN ONE POLICY

If you have insurance on the described property, our policy will be 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 ratable proportion of the loss or claim under this policy.

NOTICE TO AUTHORITIES

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

SUBROGATION

We will be entitled to assume all your rights of recovery against others and bring action in your name to enforce these rights when we make payment or assume liability under this policy.
Your right to recover from us is not affected by any release from liability entered into by you prior to loss.

SECTION II - PERSONAL LIABILITY PROTECTION

THE ADDITIONAL AGREEMENT

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

This insurance applies to:

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

COVERAGE E – LEGAL LIABILITY

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

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

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

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

WHAT IS EXCLUDED

We do not insure claims made against you arising from:

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

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

DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS

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

We will also pay:

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

UNAUTHORIZED SETTLEMENTS

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

COVERAGE F – VOLUNTARY MEDICAL PAYMENTS

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

Medical expenses include surgical, dental, hospital, nursing, ambulance service and funeral expenses. The amount of insurance shown on your declaration is the most we will pay for each person in respect to one accident or occurrence. Payment under Coverage F is not an admission of liability by you or us.

We will not pay for:

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

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

COVERAGE G – VOLUNTARY PAYMENT FOR DAMAGE TO PROPERTY OF OTHERS

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

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

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

BASIS OF PAYMENT

We will pay the lesser of:

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

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

COVERAGE H – VOLUNTARY COMPENSATION FOR RESIDENCE EMPLOYEES

This coverage is automatically provided for all your occasional residence employees. It will be extended to your permanent residence employees if stated on your declaration.
We offer to pay the benefits described below if your residence employee is injured or dies accidentally while working for you, even though you are not legally liable.

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

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

WHAT IS EXCLUDED

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

SCHEDULE OF BENEFITS

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

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

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

Temporary Total Disability
If your residence employee becomes totally disabled from injuries received within 14 days of an accident while performing duties as hired by you, and cannot work at any job, we will pay a weekly compensation up to 26 weeks while such disability continues. We will not pay for the first seven days unless the disability lasts for six weeks or more.

Permanent total disability

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

Injury benefits

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

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

Medical Expenses

If as a result of the accident your residence employee incurs medical expenses, including surgical, dental, hospital, nursing and ambulance expenses received within 26 weeks of an accident while performing duties as hired by you, we will pay up to a maximum of $1,000 in addition to all other benefits.

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

We do not insure you for costs you can recover from other insurance plans.

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

SPECIAL LIMITATIONS

BUSINESS AND BUSINESS PROPERTY

We insure you against claims arising out of:

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

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

GOLF CARTS

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

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

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

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

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

TRAILERS

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

WATERCRAFT AND MOTORIZED VEHICLES

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

- watercraft including their attachments, equipped with an outboard motor(s), of not more than 25 HP (19kW) in total, when used with or on a single watercraft;

- watercraft, personal watercraft including their attachments, equipped with any other type of motor of not more than 50 HP (38 kW);
- non-motorized watercraft, including their attachments, not more than 8 metres in length;
- self-propelled lawn mowers, snow blowers, garden-type tractors of not more than 50 HP (38kW);
- motorized wheelchairs, including motorized scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability;
- motorized golf carts while in use on a golf course; or
- E-Bikes that meet our description under Key Words.

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

You are also insured against claims arising out of your use or operation of any unowned:
- watercraft, and personal watercraft; or
- self-propelled land vehicle, amphibious vehicle, or air cushion vehicle, provided that the vehicle is not subject to motor vehicle registration and is designed primarily for use off public roads.

We do not insure the use or operation of any watercraft, personal watercraft, or motorized vehicle, whether owned by you or not, while it is:
- used for carrying passengers for compensation;
- used for business purposes;
- used in any race or speed test or in preparation for either;
- rented to others; or
- being used or operated without the owner's consent if you are not the owner.

SECTION II – WHAT IS EXCLUDED

We do not insure claims arising from:

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

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

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

4. business pursuits or any business use of the premises except as provided under Special Limitations Business and Business Property in Section II – Personal Liability Protection;

5. the rendering of or failure to render any professional service(s);

6. liability imposed upon or assumed by you under any workers' compensation statute;

7. bodily injury or property damage caused by any intentional or criminal act or failure to act by:
- you; or
- any other person at your direction;

8. sexual, physical, psychological or emotional abuse, molestation or harassment, including corporal punishment by:
   - you; or
   - at your direction, or with your knowledge; or
   - your failure to take steps to prevent sexual, physical, psychological, or emotional abuse, molestation or harassment, or corporal punishment;
9. any communicable disease;
10. the ownership, use or operation of any watercraft, personal watercraft, motorized vehicle, or trailer except as provided under watercraft and motorized vehicles and trailers in Section II – Personal Liability Protection;
11. the ownership, use or operation of:
    - any aircraft or drone; or
    - premises used as an airport or landing facility; and all activities related to either;
12. any claim that arises directly or indirectly, in whole or in part, out of the use or misuse of social media or the Internet. This includes the use of, distribution by, publication by, display of any material that offends another using social media or the Internet.

SECTION II – CONDITIONS

ACTION AGAINST US

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

INSURANCE UNDER MORE THAN ONE POLICY

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

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

UNAUTHORIZED SETTLEMENTS

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

WHAT YOU MUST DO AFTER AN ACCIDENT OR OCCURRENCE

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

If requested by us you must help us to verify the damage.
If requested by us you must arrange for the injured person(s) to:
- give us, as soon as possible, written proof of claim, under oath if requested;
- submit to a physical examination at our expense by doctors we select as often as we may reasonably require; and
- authorize us to obtain medical and other records.

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

KEY WORDS

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

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

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

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

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

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

Business Property means property pertaining to a business including samples and goods held for sale.

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.

Collapse caused by the Weight of Ice, Snow or Sleet means loss or damage to your personal property caused by the collapse or partial collapse of your residence, or additional buildings and structures.

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

Condominium Corporation means a condominium or strata corporation established under provincial or territorial legislation.
Construction – see Under Construction

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

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

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

Drain means a fixture or device located within or on your premises, connected to the waste water or sewer drainage piping system, used for removing water or sewage from your revenue property, and additional buildings and structures. This does not include weeping tile or a perimeter drainage system.

Drone means a remote-controlled pilotless aircraft.

E-bike (electric bicycle) means a two- or three-wheeled bicycle equipped with handlebars and operable pedals, an attached electric motor of 500W or less, and a maximum speed capability of 32 km/h from the motor over level ground. E-bikes and e-bike riders must meet all the requirements of the province or territory in which they reside.

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

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

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

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

Fuel Leakage means loss or damage to personal property caused by the sudden and accidental escape or overflow of fuel oil from a permanently installed domestic fixed fuel tank, any attached equipment, apparatus or piping as a result of an insured event.

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

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

Ice Damming means loss or damage caused by water that enters your revenue property, or additional buildings and structures through a roof due to the accumulation of ice or snow on the exterior of the roof or eavestrough.

Impact by Aircraft, Spacecraft or Land Vehicle does not include any loss or damage to animals.

Insured Event means a cause of loss or damage insured under the coverage form on your declaration.
Legal Liability means responsibility which courts recognize and enforce between persons who sue one another.

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

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

Overland Water means water that accumulates upon or submerges land which is usually dry resulting from:
- the unusual and rapid accumulation or run off of water or natural precipitation, not caused by escape of water from a domestic water container or watermain; or
- the rising of, the breaking out or the overflow of any body of fresh water or watercourse, whether natural or man-made.

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

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

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

Premises means your described residence, and the land contained within the lot lines where revenue property is situated.

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

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

Revenue Property and **Residence** means the residential building or mobile/mini home described on your declaration rented or held for rental as a private home.

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

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

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

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

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

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

Under Construction or Construction means:

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

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

Unoccupied or Unoccupancy refers to the period of time where the revenue property is held for rental after one tenancy ends, and a new tenancy is set to begin, not exceeding 30 days. An unoccupied revenue property is not considered vacant for the purpose of any exclusion.

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

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

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

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

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

Welcome to The Wawanesa Mutual Insurance Company

Thank you for purchasing our Comprehensive Revenue Property Package

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

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

THE AGREEMENT

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

HOW TO READ AND UNDERSTAND YOUR POLICY

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

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

Your policy is made up of three sections:
Section I – Property Coverage

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

Section II – Personal Liability Protection

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

Section III – Statutory Conditions

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

IMPORTANT PARTIES

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

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

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

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

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

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

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

SECTION I – PROPERTY COVERAGE

This policy provides all risk coverage on your revenue property described under Coverage A - Residence, Coverage B – Additional Buildings and Structures and Coverage C – Personal Property*,* limited by the exclusions, conditions and Key Words of this policy.

COVERAGE A – RESIDENCE

We insure:

- your revenue property and its attached structures on the premises described on your declaration;
- permanently installed outdoor equipment on the premises;
- outdoor domestic water containers, including swimming pools, spas, saunas, hot tubs, and their attached equipment on the premises;

- materials and supplies located on or adjacent to the premises intended for use in construction, renovation, or repair of your revenue property or additional buildings and structures on the premises;
- building fixtures and fittings used principally for your revenue property while temporarily removed from the premises for repair or seasonal storage.

COVERAGE B – ADDITIONAL BUILDINGS AND STRUCTURES

We insure your personal use additional buildings and structures on the premises separated from the revenue property by a clear space but not insured under Coverage A – Residence. If they are connected to your revenue property by only a fence, utility line, or similar connection, they are considered additional buildings and structures.

We do not insure additional buildings and structures originally built and previously used for farming purposes regardless of their current use unless listed on your declaration.

COVERAGE C – PERSONAL PROPERTY

Personal Property on your Premises

We insure the contents of your revenue property which you own and are usual to the ownership, use or maintenance of your described revenue property including but not limited to:

- major appliances which are not permanently installed including refrigerators and freezers, stoves, dishwashers, washing machines, and clothes dryers;
- lawn and yard maintenance equipment including lawn mowers, tractors, manual rakes, snow shovels, and snow blowers;

PROPERTY EXCLUDED

We do not insure:

- personal property of tenants, roomers, or boarders;
- personal property normally kept at any other location you own, rent, lease, or occupy;
- 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;
- E-Bikes that do not meet our description under Key Words;
- your personal property normally stored on the described premises which is not intended for property maintenance or use by your tenant;
- motorized vehicles, other than lawn mowers or tractors that do not exceed 50 hp, and are subject to a maximum limit of $3500 for any one occurrence;
- drones and their equipment exceeding 250 grams;
- toys or hobby items such as model aircraft or children's battery powered all-terrain vehicles using more than a 12-volt battery or that can attain speeds greater than 10 kilometers per hour;
- watercraft, including personal watercraft, their furnishings, equipment, motors and accessories
- camper units, truck caps, trailers other than utility trailers, or their equipment;
- utility trailers exceeding the limit of insurance shown under Special Limits of Insurance;
- sporting equipment where the loss or damage is due to its use;
- animals, birds, or fish unless the loss or damage is caused by fire, lightning, explosion, riot, theft or attempted theft, vandalism, and malicious acts;

- property at any fairground, exhibition or exposition, with the intent to display, demonstrate, trade or sell;
- evidences of debt or title;
- business property including samples and goods held for sale; or
- data.

COVERAGE D – LOSS OF USE OF RESIDENCE

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

Fair Rental Value

We will pay you the Fair Rental Value of the part of your revenue property rented to others if an insured event makes your revenue property unfit for occupancy. This coverage does not apply when your revenue property is vacant.

Payment shall be for the reasonable time required to repair or replace that part of revenue property rented or held for rental.

Fair Rental Value excludes any expense that does not continue while your revenue property is unfit for occupancy.

Prohibited Access by Civil Authority

If a civil authority prohibits access to your premises:

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

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

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

We do not insure loss or expense due to the cancellation of a lease or agreement.
No deductible applies to Prohibited Access by Civil Authority.

ADDITIONAL COVERAGES

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

CHANGE OF TEMPERATURE

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

DEBRIS REMOVAL

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

The additional 5% does not apply to losses under the following optional coverages:

- Earthquake Coverage
- Fire Following Earthquake Coverage
- Limited Sewer Backup Coverage
- Overland Water Coverage

For the purposes of this Additional Coverage, the amount of Coverage A – Residence will not be increased as a result of the application of any other endorsement.

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

FIRE DEPARTMENT CHARGES

We will pay for fire department service charges as a result of an insured event that has occurred at your premises.

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

INFLATION PROTECTION COVERAGE

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

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

whichever is the most recent.

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

LOCK REPLACEMENT

We will pay up to $2,000 to replace, re-key or re-code locks on your premises if your keys are stolen.
This is additional insurance.
No deductible applies to this coverage.

OUTDOOR TREES, SHRUBS, PLANTS AND LAWNS

We will pay up to $10,000 to cover outdoor trees, shrubs, plants and lawns on your premises for loss caused by fire, lightning, explosion, vandalism or malicious acts, or impact by aircraft, spacecraft or land vehicle. We will not pay more than $1,000 for any one outdoor tree, shrub, or plant, including debris removal.

For clarification purposes:

- lawns include natural and artificial turf;
- we do not insure items grown for commercial purpose;
- cannabis plants of any type are excluded.

PROPERTY REMOVED

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

for a period of 90 days commencing on the day you begin removing the property; or

until the policy term expires or is terminated; whichever comes first.

REWARD COVERAGE

We will pay up to $1,000 regardless of the number of persons providing information, which leads to a conviction for arson, robbery, or burglary in connection with a loss to property insured by this policy.

This is additional insurance.

No deductible applies to this coverage.

TEAR OUT

In the event of an insured water damage loss we will pay the cost of tearing out and restoration of any of the walls, ceilings, or other parts of your revenue property, or additional buildings and structures in order to facilitate repairs.

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

TENANT TRANSITION COVERAGE

We will consider the period of time from when your tenant moves out of the described revenue property and a new tenant moves in as a transitional period rather than vacant under the following conditions:

- the period between tenants does not exceed 31 days;
- your tenant provided written notice to quit the revenue property, or you have provided your tenant with written notice of eviction;
- keys have been returned or locks have been rekeyed or new locks have been installed;
- you or your representative visit the premises at least once every seven days during the transition of tenants.

If no new tenant has moved in within 31 days, the revenue property will be considered vacant.

SECTION I – WHAT IS EXCLUDED

1. Exclusions Relating to Vacancy

Under no circumstances do we insure any loss or damage:

- caused by vandalism, theft or attempted theft, malicious acts, or glass breakage occurring while your revenue property is vacant, even if we have given permission for the policy to remain in force during vacancy. This exclusion applies immediately upon your revenue property becoming vacant;

- caused by water while your revenue property is vacant, even if we have given permission for the policy to remain in force during vacancy. This exclusion applies immediately upon your revenue property becoming vacant; or
- by any other cause occurring after your revenue property has, to your knowledge, been vacant for more than 30 consecutive days unless permission has been granted.

Unless the loss or damage is caused by, or resulting from, the sudden and accidental:

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

2. Exclusions Relating to Under Construction

Under no circumstances do we insure any loss or damage caused by:

- theft or attempted theft of property in or from your revenue property, and additional buildings and structures under construction or of materials and supplies for use in the construction, until construction is complete, and your additional buildings and structures are ready to be used and your revenue property is ready to be occupied;
- vandalism, malicious acts, or glass breakage occurring while your revenue property, or additional buildings and structures are under construction, even if we have given permission for the policy to remain in force during construction; or
- water damage occurring while your revenue property, or additional buildings and structures are under construction, even if we have given permission for the policy to remain in force during construction. This exclusion applies immediately upon the commencement of construction.

3. Exclusions Relating to Water

Under no circumstances do we insure any loss or damage caused by water, including:

- ground water or rising of the water table;
- surface waters;
- shoreline ice build-up or water borne ice or other waterborne objects, all whether driven by wind or not;
- flood of any nature. This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but you are still insured for ensuing loss or damage which results directly from fire or explosion;
- continuous or repeated leakage, seepage, or discharge of water;
- the backing up or escape of water or sewage from any sewer, storm drain, drain, septic system, or sump;
- to a plumbing, heating, cooling, sprinkler or air conditioning system or domestic water container from which the water escaped;
- freezing during the usual heating season, within a heated portion of your revenue property, or additional buildings and structures if the heat has been intentionally turned off by you or at your direction; or
- freezing during the usual heating season, within an unheated portion of your revenue property, or additional buildings and structures;

unless the loss or damage is caused by, or resulting from, the sudden and accidental:

- escape of water or steam from within a plumbing, heating, cooling, sprinkler, air conditioning system, or domestic water container within your revenue property, or additional buildings and structures;
- escape of water from a domestic water container which is located outside your revenue property, and additional buildings and structures; but under no circumstances do we insure any loss or damage when the escape of water is caused by freezing;
- escape of water from a watermain located outside your revenue property, and additional buildings and structures; or
- opening of your revenue property, or additional buildings and structures which has been created by fire, lightning, explosion, smoke, falling object, impact by aircraft, spacecraft or land vehicle, riot, vandalism or malicious acts, windstorm, hail, electricity, transportation, ice damming, or damage by bears.

We also do not insure loss or damage:

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

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

29. to a watermain;
30. arising from pollution or contamination caused by the discharge or escape of any waste material, irritants, pollutants or contaminants unless caused by fire, lightning, explosion, falling object, impact by aircraft, spacecraft or land vehicle, riot, vandalism or malicious acts, windstorm, hail, electricity, transportation, ice damming, damage by bears, or smoke and soot due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the premises;
31. loss or damage occurring while your revenue property is being moved, except in an emergency, to protect it when endangered by any insured event. Moving begins with the commencement of the removal of leveling blocks/jacks and/or the disconnection of utilities, and continues until the revenue property has been fully installed and is ready for occupancy at its new location;
32. vandalism, malicious acts, and damage intentionally caused by your tenant, tenant’s employee, or member of your tenant’s household; or
33. or expenses, caused directly or indirectly, in whole or in part by any communicable disease regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage or expenses.

BASIS OF SETTLEMENT

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

COVERAGE A – RESIDENCE AND COVERAGE B – ADDITIONAL BUILDINGS AND STRUCTURES

We will pay the replacement cost or the cost of repairs (whichever is less), if you repair or replace the damaged or destroyed building(s), on the same site, with a building of the same occupancy, constructed with materials of similar quality, within a reasonable time after the damage.

If you decide not to repair or replace the damaged or destroyed building, we will pay the actual cash value of the damage at the date of the occurrence. 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 service

COVERAGE C – PERSONAL PROPERTY

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

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

- actual cost of repairs;
- actual cost of replacement; or
- amount of insurance on your declaration.

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

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

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

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

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

Pairs and Sets

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

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

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

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

FIRE FOLLOWING EARTHQUAKE
We insure Coverage A – Residence, Coverage B – Additional Buildings and Structures, C – Personal Property and Coverage D – Loss of Use of Residence against direct physical loss or damage as a result of a fire from an earthquake.

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

Your policy deductible applies to this coverage.

Special Condition
One or more earthquake shocks that occur within a 168 hour period shall constitute a single earthquake.

The additional 5% coverage under Debris Removal does not apply to losses under Fire Following Earthquake.

POLICY CONDITIONS

The following conditions apply to all Section I – Coverages:

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

DECLARATION OF EMERGENCY - EXTENSION OF TERMINATION OR EXPIRY DATE
If an emergency is declared by a Canadian public authority designated by statute, we will extend the expiry date, or the termination date when initiated by us, subject to the circumstances outlined and Important Definition below.

In order for this to apply, the emergency must have a direct effect or impact on:
- you, your revenue property, or the location within Canada identified on your declaration for mailing your policy documents, if located in the declared emergency area; or
- our operations or those of your broker located in the declared emergency area.

In no event shall this extension exceed 120 consecutive days.

You agree to pay the pro rata premium earned for the additional time that we remain on risk as a result of this extension.

The following circumstances are included:

When we initiate a termination based on the Statutory Condition - Termination of this policy we will extend the termination date 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.

If this policy is due to expire during an emergency, it will remain in force until the emergency is terminated plus the lesser of:

a) 30 days; or
b) the number of days the emergency order was in effect.

Important Definition
Emergency means the first statutory declaration of an emergency:

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

INSURANCE UNDER MORE THAN ONE POLICY

If you have insurance on the described property, our policy will be 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 ratable proportion of the loss or claim under this policy.

NOTICE TO AUTHORITIES

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

SUBROGATION

We will be entitled to assume all your rights of recovery against others and bring action in your name to enforce these rights when we make payment or assume liability under this policy.
Your right to recover from us is not affected by any release from liability entered into by you prior to loss.

SECTION II - PERSONAL LIABILITY PROTECTION

THE ADDITIONAL AGREEMENT

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

This insurance applies to:

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

COVERAGE E – LEGAL LIABILITY

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

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

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

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

WHAT IS EXCLUDED

We do not insure claims made against you arising from:

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

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

DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS

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

We will also pay:

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

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

UNAUTHORIZED SETTLEMENTS

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

COVERAGE F – VOLUNTARY MEDICAL PAYMENTS

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

Medical expenses include surgical, dental, hospital, nursing, ambulance service and funeral expenses. The amount of insurance shown on your declaration is the most we will pay for each person in respect to one accident or occurrence. Payment under Coverage F is not an admission of liability by you or us.

We will not pay for:

- expenses covered by any medical, dental, surgical, or hospitalization plan or law, or under any other insurance contract;
- your medical expenses or those of persons residing with you, other than residence employees; or
- medical expenses of any person covered by any workers' compensation statute.

There are other exclusions that apply to all coverages under Section II – Personal Liability Protection. Please refer to Section II – What is Excluded.

COVERAGE G – VOLUNTARY PAYMENT FOR DAMAGE TO PROPERTY OF OTHERS

We will pay for unintentional direct damage you cause to property of others even though you are not legally liable. You may also use this coverage to reimburse others for direct property damage caused intentionally by a child insured under this policy that is 12 years of age or under.
We do not insure:

- damage to property owned or rented to you or your tenant;
- damage to property which is insured under Section I – Property Coverage; or
- claims resulting from the loss of use, disappearance or theft of property.

There are other exclusions that apply to all coverages under Section II – Personal Liability Protection. Please refer to Section II – What is Excluded.

BASIS OF PAYMENT

We will pay the lesser of:

- what it would cost to repair or replace the property with materials of similar quality at the time of loss; or
- the amount of insurance shown on your declaration.

We may pay for the loss in money or may repair or replace the property and may settle any claim for loss of property either with you or the owner of the property. We may take over any salvage if we wish.

COVERAGE H – VOLUNTARY COMPENSATION FOR RESIDENCE EMPLOYEES

This coverage is automatically provided for all your occasional residence employees. It will be extended to your permanent residence employees if stated on your declaration.
We offer to pay the benefits described below if your residence employee is injured or dies accidentally while working for you, even though you are not legally liable.

If your residence employee or any person acting on his or her behalf does not accept these benefits or sues you, we may withdraw our offer, but this will not affect your liability insurance.

A residence employee or anyone acting on his or her behalf who accepts these benefits must sign a release giving up any right to sue you. We have the right to recover from anyone, other than you, who is responsible for the residence employee's injury or death.

WHAT IS EXCLUDED

We will not pay benefits for any hernia injury.
There are other exclusions that apply to all Coverages under Section II – Personal Liability Protection. Please refer to Section II – What is Excluded.

SCHEDULE OF BENEFITS

Loss of Life
If your residence employee dies because of an accident while performing duties as hired by you, and the death occurs within 26 weeks of this accident, we will pay:

- a total of 100 times the weekly compensation to those entirely dependent on your residence employee. If there is more than one dependent, the amount will be divided equally among them;
- actual funeral expenses not to exceed $1,000.

This payment is in addition to any benefit for temporary total disability paid up to the date of their death.

Temporary Total Disability
If your residence employee becomes totally disabled from injuries received within 14 days of an accident while performing duties as hired by you, and cannot work at any job, we will pay a weekly compensation up to 26 weeks while such disability continues. We will not pay for the first seven days unless the disability lasts for six weeks or more.

Permanent total disability

a) If your residence employee becomes permanently and totally disabled from injuries received within 26 weeks of an accident while performing duties as hired by you, and cannot work at any job, we will pay weekly compensation for 100 weeks in addition to the benefits provided under temporary total disability.

Injury benefits

a) If your residence employee suffers the loss of, or permanent loss of use of any of the following within 26 weeks of the accident, we will pay the weekly compensation for the number of weeks shown below. These benefits will be paid in addition to temporary total disability benefits, but no other injury benefit.

b) We will not pay more than 100 weeks in total, even if the accident results in loss of more than one of the following:

Type of Injury	Number of Weeks
One finger or toe; or	25 weeks
More than one finger or toe	50 weeks
One or more of the following: • Hand • Arm • Foot • Leg	100 weeks
One eye; or	50 weeks
Both eyes	100 weeks
Hearing of one ear; or	25 weeks
Hearing of both ears	100 weeks

Medical Expenses
If as a result of the accident your residence employee incurs medical expenses, including surgical, dental, hospital, nursing and ambulance expenses received within 26 weeks of an accident while performing duties as hired by you, we will pay up to a maximum of $1,000 in addition to all other benefits.

We will pay the cost of supplying or renewing artificial limbs or braces, made necessary by the accident, for up to 52 weeks after the accident, up to a maximum of $5,000.

We do not insure you for costs you can recover from other insurance plans.

Weekly Compensation means two thirds of your residence employee's weekly wage at the date of the accident, but we will not pay more than $100 per week.

SPECIAL LIMITATIONS

BUSINESS AND BUSINESS PROPERTY

We insure you against claims arising out of:

- your personal actions during the course of your trade, profession, or occupation which are not related directly to your trade, profession, or occupation;
- the occasional rental to others of the portion of your described private residence usually occupied by you, excluding short term rentals;
- the rental to others of portions of your two, three, or four family residence usually occupied in part by you as a residence premises provided no family residence unit or suite includes more than two roomers or boarders;
- the rental of space in your residence to others for incidental office, school or studio occupancy;
- the rental to others, or holding for rent, of not more than three car spaces or stalls in garages or stables; or
- the temporary or part time business pursuits of an insured person under the age of 21 years.

Claims arising from any other business pursuit or operation are insured only if liability coverage is shown on your declaration.

GOLF CARTS

We insure you against claims arising out of your use of motorized golf carts for liability providing they are:

- on your premises;
- on a golf course and within the boundaries of a golf course;
- on any municipal roadway where permitted by municipal law; or
- on private property such as camp grounds, recreational parks, mobile home communities, retirement communities and gated communities where:
  a) the community by-laws permit the use of golf carts; and
  b) the roadways within that community are privately maintained and controlled.

We do not insure the use or operation of golf carts, whether owned by you or not, while:

- used on public roads or highways unless permitted by law;
- used for carrying passengers for compensation;
- used for business purposes;
- used in any race or speed test;
- rented to others; or
- being used or operated without the owner's consent if you are not the owner.

All other exclusions, limitations and conditions of this policy remain unchanged.

TRAILERS

We insure you against claims arising out of your ownership, use or operation of any trailer or its equipment, provided such trailer is not attached to, carried on or being towed by a motorized vehicle subject to motor vehicle registration.

WATERCRAFT AND MOTORIZED VEHICLES

You are insured against claims arising out of your ownership, use or operation of:

- watercraft including their attachments, equipped with an outboard motor(s), of not more than 25 HP (19kW) in total, when used with or on a single watercraft;
- watercraft, personal watercraft including their attachments, equipped with any other type of motor of not more than 50 HP (38 kW);
- non-motorized watercraft, including their attachments, not more than 8 metres in length;
- self-propelled lawn mowers, snow blowers, garden-type tractors of not more than 50 HP (38kW);
- motorized wheelchairs, including motorized scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability;
- motorized golf carts while in use on a golf course; or
- E-Bikes that meet our description under Key Words.

Any other watercraft, personal watercraft, or motorized vehicle is insured only if liability coverage for it is shown on your declaration. If a watercraft, personal watercraft, or a watercraft motor is acquired after the effective date of the policy, you will be insured automatically for a period of 30 days only from the date of acquisition.

You are also insured against claims arising out of your use or operation of any unowned:

- watercraft, and personal watercraft; or
- self-propelled land vehicle, amphibious vehicle, or air cushion vehicle, provided that the vehicle is not subject to motor vehicle registration and is designed primarily for use off public roads.

We do not insure the use or operation of any watercraft, personal watercraft, or motorized vehicle, whether owned by you or not, while it is:
- used for carrying passengers for compensation;
- used for business purposes;
- used in any race or speed test or in preparation for either;
- rented to others; or
- being used or operated without the owner's consent if you are not the owner.

SECTION II – WHAT IS EXCLUDED

We do not insure claims arising from:

1. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;

2. caused directly or indirectly, in whole or in part, by terrorism or by an activity or decision of a government agency or other entity to prevent, respond to or terminate terrorism. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage;

3. bodily injury or property damage which is required to be insured under a nuclear energy liability policy issued by the Nuclear Insurance Association of Canada, or any other group or pool of insurers;

4. business pursuits or any business use of the premises except as provided under Special Limitations Business and Business Property in Section II – Personal Liability Protection;

5. the rendering of or failure to render any professional service(s);

6. liability imposed upon or assumed by you under any workers' compensation statute;

7. bodily injury or property damage caused by any intentional or criminal act or failure to act by:
- you; or
- any other person at your direction;

8. sexual, physical, psychological or emotional abuse, molestation or harassment, including corporal punishment by:
- you; or
- at your direction, or with your knowledge; or
- your failure to take steps to prevent sexual, physical, psychological, or emotional abuse, molestation or harassment, or corporal punishment;

9. any communicable disease;

10. the ownership, use or operation of any watercraft, personal watercraft, motorized vehicle, or trailer except as provided under watercraft and motorized vehicles and trailers in Section II – Personal Liability Protection;

11. the ownership, use or operation of:
- any aircraft or drone; or
- premises used as an airport or landing facility; and all activities related to either;

12. any claim that arises directly or indirectly, in whole or in part, out of the use or misuse of social media or the Internet. This includes the use of, distribution by, publication by, display of any material that offends another using social media or the Internet.

SECTION II – CONDITIONS

ACTION AGAINST US
No suit may be brought against us until:
- you have fully complied with all of the terms of this coverage; and
- 60 days after the written proof of claim has been filed with us.

INSURANCE UNDER MORE THAN ONE POLICY
If you have other insurance which applies to a loss or claim or would have applied if this policy did not exist, this policy will be considered excess insurance and we will not pay any loss or claim until the amount of such other insurance is used up.

When this policy and another policy written by us are issued to you, and apply to the same claim or action, the most we will pay is the highest amount of insurance that applies under any one of those policies. However, this provision does not apply if the other policy is a personal umbrella that was specifically purchased by you to apply in excess of the amounts of insurance shown on your declaration.

UNAUTHORIZED SETTLEMENTS
You shall not, except at your cost, voluntarily make any payment, assume any obligations, or incur expenses, other than first aid expenses necessary at the time of the accident or occurrence.

WHAT YOU MUST DO AFTER AN ACCIDENT OR OCCURRENCE
When an accident or occurrence takes place, you must promptly give us notice (in writing if requested by us). The notice must include:
- the date, time, place and circumstances of the accident or occurrence; and
- the interest of all persons in the property affected.

If requested by us you must help us to verify the damage.
If requested by us you must arrange for the injured person(s) to:
- give us, as soon as possible, written proof of claim, under oath if requested;
- submit to a physical examination at our expense by doctors we select as often as we may reasonably require; and
- authorize us to obtain medical and other records.

Proofs and authorizations may be given by someone acting on behalf of the injured person.

KEY WORDS

Actual Cash Value considers such things as the cost of replacement less any depreciation. In determining depreciation, we will consider the condition immediately before the damage, the resale value and the normal life expectancy.

Amount of Insurance means the maximum amount we will pay for any occurrence or incident no matter how many people covered by this policy are involved. Different amounts apply to different coverages and these amounts are shown on your declaration.

Aircraft means any contrivance used or designed for flight, including any parts whether or not attached to the aircraft. Aircraft includes but is not limited to airplanes, helicopters, hot air balloons, unmanned aerial vehicles or hovercrafts.

Bodily Injury means bodily injury, sickness, disease, or resulting death.

Business means any full-time, part-time or occasional trade, profession, or occupation undertaken for financial gain, which is owned in whole or part by you. Business does not include farming operations.

Business Premises means the location on which a business is conducted, premises rented in whole or in part to others, or held for rental.

Business Property means property pertaining to a business including samples and goods held for sale.

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.

Collapse caused by the Weight of Ice, Snow or Sleet means loss or damage to your personal property caused by the collapse or partial collapse of your residence, or additional buildings and structures.

Collectibles means items bought for their novelty, personal interest, rarity or value.

Condominium Corporation means a condominium or strata corporation established under provincial or territorial legislation.

Construction – see Under Construction

Data means representations of information, images, or concepts in any form.

Direct Physical Loss or Damage means insured property has sustained some physical alteration or other form of physical damage requiring repair or replacement.

Domestic Water Container means a device or apparatus for containing, heating, chilling or dispensing water for personal use, this does not include plumbing, heating, cooling, or sprinkler systems.

Drain means a fixture or device located within or on your premises, connected to the waste water or sewer drainage piping system, used for removing water or sewage from your revenue property, and additional buildings and structures. This does not include weeping tile or a perimeter drainage system.

Drone means a remote-controlled pilotless aircraft.

E-bike (electric bicycle) means a two- or three-wheeled bicycle equipped with handlebars and operable pedals, an attached electric motor of 500W or less, and a maximum speed capability of 32 km/h from the motor over level ground. E-bikes and e-bike riders must meet all the requirements of the province or territory in which they reside.

Electricity means the sudden and accidental damage from artificially generated electrical current.

Falling Object means a falling object which strikes the exterior of a building.

Farming Operations means the ownership, maintenance, or use of the premises for the production of crops or the raising or care of livestock, including all necessary operations. This also includes the operation of roadside stands and farmers' markets principally for the sale of your own farm products.

Flood includes, but is not limited to, waves, tides, tidal waves, tsunami, dam breaks, seiche or the rising of, the breaking out, or the overflow of any body of water or watercourse, whether natural or man–made.

Fuel Leakage means loss or damage to personal property caused by the sudden and accidental escape or overflow of fuel oil from a permanently installed domestic fixed fuel tank, any attached equipment, apparatus or piping as a result of an insured event.

Fungi includes, but is not limited to, any form or type of mould, yeast, mushroom, or mildew whether or not allergenic, pathogenic, or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any fungi or spore(s) or resultant mycotoxins, allergens, or pathogens.

Ground Water means water in the soil beneath the surface of the ground, including but not limited to water in wells, underground streams and percolating waters.

Ice Damming means loss or damage caused by water that enters your revenue property, or additional buildings and structures through a roof due to the accumulation of ice or snow on the exterior of the roof or eavestrough.

Impact by Aircraft, Spacecraft or Land Vehicle does not include any loss or damage to animals.

Insured Event means a cause of loss or damage insured under the coverage form on your declaration.

Legal Liability means responsibility which courts recognize and enforce between persons who sue one another.

Named Insured means the person(s) in whose name the policy is issued.

Occurrence
Under Section I – Property Coverage means a loss to insured property during the policy period, caused by one or more of the insured events.
Under Section II – Personal Liability Protection means an accident, including continuous or repeated exposure to the same general harmful conditions, and occurring during the policy period.

Overland Water means water that accumulates upon or submerges land which is usually dry resulting from:

- the unusual and rapid accumulation or run off of water or natural precipitation, not caused by escape of water from a domestic water container or watermain; or
- the rising of, the breaking out or the overflow of any body of fresh water or watercourse, whether natural or man-made.

Personal Property means moveable belongings owned by an individual other than real estate or buildings (not attached to the land). Personal property does not include business property.

Personal Watercraft means a small self-propelled or jet powered craft intended to be ridden on water with under four people.

Pollutant(s) means any solid, liquid, gaseous or thermal irritant or contaminant including but not limited to fuel oil, vapour, soot, chemicals, pesticides, herbicides, waste, and smoke from agricultural smudging or industrial operations.

Premises means your described residence, and the land contained within the lot lines where revenue property is situated.

Property Damage means:
- physical damage to or destruction of real property or personal property;
- the loss of use of real property or personal property.

Replacement Cost means the cost, without any deduction for depreciation, on the date of the loss or damage, of the lesser of:
- repairing the personal property with materials of similar kind and quality; or
- new articles of similar kind, quality and usefulness.

Revenue Property and **Residence** means the residential building or mobile/mini home described on your declaration rented or held for rental as a private home.

Residence Employee means a person employed by you to perform household, domestic or similar duties in connection with the maintenance or use of the premises, excluding duties in connection to your business or farming operations.

Social Media means a form of electronic communication including but not limited to, networking, blogging or microblogging, through which you create or share information, ideas, personal messages, photographs, videos and other content using online communities.

Spouse means a person as defined by federal, provincial or territorial legislation.

Sump means a pit, located on your premises, used for collecting and removing water, equipped or not equipped with a mechanical pump or gravity feed evacuation pump system.

Surface Waters means water or natural precipitation temporarily diffused over the surface of the ground, not caused by flood or escape of water from a domestic water container or watermain.

Terrorism means an ideologically motivated unlawful act or acts, including but not limited to the use of violence, force, or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government or instilling fear in the public or a section of the public.

Transportation means loss or damage to personal property caused by collision, upset, overturn, derailment, stranding or sinking of any automobile or attached trailer, in which the personal property is being carried. This would also apply to any conveyance of a common carrier, but does not include loss or damage to personal property in your vacation or home trailer.

Under Construction or Construction means:
- construction of a new revenue property building or additional buildings and structures;
- alterations, additions or repairs to existing revenue property buildings or additional buildings and structures which includes any of the following:
  a) site preparation;
  b) demolition;
  c) laying of foundations;
  d) removal or weakening of any structural support; or
  e) the opening of an exterior wall or roof component that extends beyond 48 consecutive hours.

The period of under construction starts from the date work is initiated and continues until all interior and exterior finishes are completed.

Unoccupied or Unoccupancy refers to the period of time where the revenue property is held for rental after one tenancy ends, and a new tenancy is set to begin, not exceeding 30 days. An unoccupied revenue property is not considered vacant for the purpose of any exclusion.

Vacant or Vacancy refers to the circumstance where, regardless of the presence of furnishings:
- all occupants have moved out with no intention of returning to reside continuously in your revenue property and no new occupant has moved in; or
- in the case of a newly constructed residence, when no occupant has yet moved in.

To clarify, the property is considered vacant when all occupants cease to occupy the premises as their usual residence, even in circumstances when they return to inspect, maintain, use or occupy the property on a casual or intermittent basis.

Watermain means a pipe forming part of a water distribution system, which conveys consumable water but not waste water.

Windstorm means all windstorms except loss or damage caused by or resulting from the weight of ice or snow, including, but not limited to shoreline ice buildup or water borne ice or other objects, whether driven by wind or not.

Miscellaneous Wordings

ADDITIONAL BUILDINGS AND STRUCTURES – ALL RISK

THIS ENDORSEMENT CHANGES YOUR COVERAGE. PLEASE READ CAREFULLY.

This coverage is added to Section I – Property Coverage.

THE AGREEMENT

If your declaration indicates Additional Buildings and Structures Coverage, we will pay for direct physical loss or damage to your building or structure described on your declaration, up to the specified limit, subject to all exclusions under Section I – Property Coverage, What Is Excluded.

The Basis of Settlement in your policy applies.

DEDUCTIBLE

We will only pay that part of the loss that exceeds the deductible shown on your declaration for the location where this coverage applies.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

ADDITIONAL BUILDINGS AND STRUCTURES – BASIC

THIS ENDORSEMENT CHANGES YOUR COVERAGE. PLEASE READ CAREFULLY.

This coverage is added to Section I – Property Coverage.

THE AGREEMENT
If your declaration indicates Additional Buildings and Structures Coverage, we will pay for direct physical loss or damage to your building or structure described on your declaration, up to the specified limit.

INSURED EVENTS
You are covered for direct physical loss or damage to your described additional buildings and structures resulting from:

1. Fire
2. Lightning
3. Explosion
4. Smoke
5. Falling Object
6. Impact by Aircraft, Spacecraft or Land Vehicle
7. Riot
8. Vandalism or Malicious Acts
9. Water Damage
10. Windstorm
11. Hail
12. Transportation
13. Theft or Attempted Theft
14. Collapse, Including Weight of Ice, Snow or Sleet
15. Ice Damming
16. Electricity
17. Escape of Fuel
18. Damage Caused by Bears

The Basis of Settlement in your policy applies.

DEDUCTIBLE
We will only pay that part of the loss that exceeds the deductible shown on your declaration for the location where this coverage applies.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

ADDITIONAL INSURED – BUILDING AND LIABILITY ONLY

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ CAREFULLY.

THE AGREEMENT

The person(s) or organization(s) listed under Additional Interest(s) on your declaration are added as an additional insured with respect to the location(s) designated on your declaration in regard to:

Section I – Property Coverage, specifically:

- Coverage A – Residence
- Coverage B – Additional Buildings and Structures

Section II – Personal Liability Protection, Coverage E – Legal Liability; but only for liability arising out of the ownership, maintenance or use of the location designated on your declaration.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

ADDITIONAL INSURED – CONTENTS AND LIABILITY ONLY

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ CAREFULLY.

THE AGREEMENT

The person(s) or organization(s) listed under the Additional Interest(s) section are added as an additional insured with respect to the location(s) or unit(s) designated on your declaration in regards to:

Section I – Property Coverage, specifically:

- Coverage C – Personal Property
- Coverage D – Loss of Use

Section II – Personal Liability Protection; but only for liability arising out of the ownership, maintenance or use of the location designated on your declaration.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

ADDITIONAL INSURED – DESIGNATED LOCATION OR UNIT LIABILITY ONLY

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ CAREFULLY.

THE AGREEMENT

The person(s) or organization(s) listed under the Additional Interest(s) section of your declaration are added as an additional insured(s) with respect to Section II – Personal Liability Protection but only for liability arising out of the ownership, maintenance or use of the location(s) or unit(s) designated on your declaration.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

ADDITIONAL INSURED – DESIGNATED PREMISES

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ CAREFULLY.

THE AGREEMENT

The person(s) or organization(s) listed under the Additional Interest(s) section of your declarations are added as an additional insured(s) for the location(s) or unit(s) designated on your declarations with respect to:

Section I – Property Coverage; and
Section II – Personal Liability Protection; but only for liability arising out of the ownership, maintenance or use of the location designated on your declaration.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

BARELAND CONDOMINIUM ENDORSEMENT

THIS ENDORSEMENT CHANGES YOUR COVERAGE. PLEASE READ CAREFULLY.

This endorsement amends Section I – Property coverage and Section II - Personal Liability Protection.

THE AGREEMENT

If your declaration indicates Bareland Condominium Endorsement is included, the following coverages apply to the property location(s) described.

COLLECTIVELY OWNED CONDOMINIUM PROPERTY COVERAGE

Under Section I, Property Coverage

We will pay up to the amount of insurance stated on your declaration for your share of an assessment if:

- the assessment is valid under the laws of the province or territory and Condominium Corporation governing rules;
- it is made necessary by a direct loss to the collectively owned condominium property including any real and personal property owned by the corporation, when caused by an insured event you are covered for in your condominium policy.

This coverage does not include that part of an assessment made necessary as a result of a deductible under the Condominium Corporation's property insurance policy.

CONDOMINIUM DEDUCTIBLE COVERAGE

Under Section I, Property Coverage

We will pay up to the amount of insurance stated on your declaration for the part of an assessment made necessary by a deductible in the Condominium Corporation's property insurance policy, but only where the laws of the province or territory and the Condominium Corporation's governing rules specifically permit it to place the responsibility for any portion of the Condominium Corporation’s property insurance policy deductible on an individual unit owner.

This includes a deductible assessment under the Condominium Corporation’s property insurance, when caused by an insured event you are covered for in your condominium policy as follows:

- for loss or damage to the collectively owned condominium property;
- for loss or damage to the real and personal property of the condominium;
- for loss or damage to any unit.

However, we will only pay up to $2,500 if an assessment of a deductible is made necessary if loss or damage results from:

- an earthquake and only if earthquake coverage is indicated on your declaration; or
- fire that is caused directly or indirectly by earthquake.

No deductible applies to this coverage.

CONDOMINIUM LOSS ASSESSMENT

Under Section II, Coverage E – Legal Liability, if you are a condominium unit owner, we will pay

- your share of any special assessment made if:
  a) the assessment is valid under the Condominium Corporation's governing rules; and
  b) the assessment is made necessary by the liability of the Condominium Corporation for occurrence(s) which takes place during the policy period;
- up to the amount of insurance shown on your declaration under Condominium Deductible Coverage, 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 – Legal Liability and, does not increase the amount of insurance under Coverage E – Legal Liability.

KEY WORDS

Condominium Unit means the condominium unit, strata lot or exclusive portion described in the condominium declaration or co-ownership declaration occupied by you as a private residence.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

BICYCLE COVERAGE

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ CAREFULLY.

This coverage is added under Section I – Property Coverage, Coverage C – Personal Property.

THE AGREEMENT

If your declaration indicates Bicycle Coverage is included, we will pay for direct physical loss or damage to your described bicycle(s) up to the amount of insurance shown on your declaration.

This endorsement removes the exclusion under Property Excluded:

- sporting equipment where the loss or damage is due to its use.

WHAT IS EXCLUDED

In addition to the items outlined in Section I – What Is Excluded, we do not insure:

- bicycles used for deliveries, or carrying passengers for compensation;
- bicycles rented to others;
- bicycles while used in, or in preparation for, any race or speed test;
- dishonesty of any person entrusted with care, custody or control of the listed bicycle. This exclusion does not apply where the person is a carrier for hire;

DEDUCTIBLE

We are responsible for the amount of loss or damage that exceeds the deductible of $25 for any one occurrence.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

Please note: We have updated certain coverage wordings that may apply to your insurance policy. Insurance policies dated June 2020 or later that contain coverage endorsements may look different because they now reference new titles. There may be instances where certain coverage wordings within your policy will not yet reflect these changes. We have provided the following guide to help you understand how the updated titles apply:

- Updated Title: Section I – Personal Property   Original Title: Section I – Property Coverage
- Updated Title: Section I – What is Excluded   Original Title: Section I – Loss or Damage not Insured

BOAT AND MOTOR COVERAGE

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ CAREFULLY.

This coverage is added under Section I – Property Coverage, Coverage C – Personal Property.

THE AGREEMENT

If your declaration indicates Boat and Motor Coverage is included, we will pay for direct physical loss or damage to the watercraft listed on your declaration while being used or operated anywhere in Canada and the Continental United States.

Watercraft includes the following:

- the boat and its permanently attached equipment;
- outboard motor(s);
- personal watercraft;
- equipment used for the operation, safety and maintenance of the watercraft;
- watercraft trailer.

If the watercraft insured is a sailboat, you agree it will only be used during the navigation period stated on your declaration, otherwise the sailboat will be laid up and out of commission.

DEDUCTIBLE

We are responsible for the amount of loss or damage that exceeds the Boat and Motor Coverage deductible shown on your declaration for any one occurrence.

ADDITIONAL CONDITIONS

If you acquire another watercraft to replace the watercraft currently described on your declaration, we will insure the newly acquired watercraft for a period not exceeding 30 days from the date of acquisition. We will only pay up to the amount of insurance shown on your declaration.

In the event of an insured loss, we will pay up to $1,500 per occurrence for the rental of a replacement watercraft of like kind and quality.

WHAT IS EXCLUDED

In addition to the items outlined in Section I – What Is Excluded, we do not insure:

- loss or damage caused by marine life, marine borers, electrolysis, denting, weathering, or resulting from freezing;
- watercraft used for deliveries, or carrying passengers for compensation;
- watercraft rented to others;
- dishonesty of any person entrusted with care, custody or control of the listed watercraft. This exclusion does not apply where the person is a carrier for hire;
- watercraft while used in, or in preparation for, any race or speed test. This exclusion does not apply to sailboats.

BASIS OF SETTLEMENT

We will pay for insured loss or damage to the watercraft listed on your declaration as follows:

- For those items on your declaration which indicate Basis of Settlement: Valued, we will pay the lesser of the:

a) actual cost of repairs, including replacement with new parts, without deduction for depreciation;
b) value stated on your declaration.

- For those items on your declaration which indicate Basis of Settlement: Actual Cash Value, we will pay the lesser of the:
  a) actual amount necessary to repair subject to depreciation;
  b) actual cash value of the watercraft; or
  c) amount of insurance indicated on your declaration.

SPECIAL CONDITIONS

The following Special Conditions apply to all losses regardless of the Basis of Settlement shown on your declaration:

- Loss or damage to sails and protective covers of fabric or similar material which will be adjusted on the basis of the actual cash value at the time of loss or damage.
- We will not pay more than the actual cash value of the loss or damage if the described watercraft is not repaired or replaced.
- When an insured event results in a total or constructive total loss, we will not pay the cost of recovering the watercraft.
- As a result of any insured losses, we may take over any salvage at our discretion.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

Please note: We have updated certain coverage wordings that may apply to your insurance policy. Insurance policies dated June 2020 or later that contain coverage endorsements may look different because they now reference new titles. There may be instances where certain coverage wordings within your policy will not yet reflect these changes. We have provided the following guide to help you understand how the updated titles apply:

- Updated Title: Section I – Personal Property — Original Title: Section I – Property Coverage
- Updated Title: Section I – What is Excluded — Original Title: Section I – Loss or Damage not Insured

BUILDING BYLAWS COVERAGE

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ CAREFULLY.

This coverage is added to Section I – Property Coverage.

THE AGREEMENT

If your declaration indicates that Building Bylaws Coverage is included and there is loss or damage to your residence or additional buildings and structures caused by an insured event, the specified location is covered for additional costs of demolition, construction, or repair as required to comply with any law or ordinance regulating demolition, construction or repair of buildings, but only when the residence or additional building or structure is actually repaired, rebuilt or replaced.

BASIS OF SETTLEMENT

We will not pay:

- more than the amount of insurance on your declaration;
- more than the minimum amount required to comply with any law or ordinance;
- the additional cost, unless your property is actually repaired, rebuilt or replaced on the same location.

This coverage does not apply to the following optional additional coverages:

- Earthquake Coverage
- Limited Sewer Back Up Coverage
- Overland Water Coverage

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.

Wawanesa Insurance

BUSINESS PERSONAL PROPERTY COVERAGE

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ CAREFULLY.

If your declaration indicates the Business Personal Property Coverage endorsement is included, Section I – Property Coverage, Coverage C – Personal Property is extended to include your business personal property indicated on your declaration.

THE AGREEMENT

We will pay for direct physical loss or damage to your insured business personal property caused by an insured event. Your business personal property is insured against the same events that apply to Coverage C - Personal Property.

The amount of insurance shown on your declaration for business personal property will apply to loss or damage occurring at the location or unit to which this endorsement is attached and is in addition to the amount shown for Coverage C – Personal Property.

The amount of insurance for loss or damage to business personal property away from the location or unit to which this endorsement is attached is limited to 25% of the amount of insurance shown on your declaration or $5,000 whichever is less.

Business personal property in storage, or at any other location you own, rent, lease or occupy for business purposes is not covered.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

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

CLAIMS FREE PROTECTION

THE AGREEMENT

If your declaration indicates that Claims Free Protection is included, your premium will not be affected by the first claim paid or pending settlement rated on the location(s) or unit(s) designated on your declaration.

If more than one location is insured, this endorsement applies only to those locations where this endorsement is indicated.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

COMPUTER COVERAGE

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ CAREFULLY.

This coverage is added under Section I – Property Coverage, Coverage C – Personal Property.

THE AGREEMENT

We will pay for direct physical loss or damage to your described computer equipment up to the amount of insurance shown on your declaration. The amount of insurance shown on your declaration for this coverage does not increase the amount of insurance under Coverage C – Personal Property.

WHAT IS EXCLUDED

We do not insure:

- loss or damage occurring when the insured property is rented to others;
- the cost to gather or assemble information required for the re-creation of any data, except for duty or licensing fees for the cost of downloading or restoring data, for which you have paid duty or license fees;
- unlicensed computer software or any data or computer software which has been acquired illegally;
- accounts, bills, evidences of debt, valuable papers, records, abstracts, deeds, manuscripts or other documents, unless they have been converted into electronic data and then only in that form.

DEDUCTIBLE

No deductible applies to this endorsement unless otherwise stated on the declaration.

KEY WORDS

Computer Equipment includes, but is not limited to:

- central processing unit, monitors, keyboards, mice;
- auxiliary equipment, printers, scanners, computer speakers, webcams, microphones and headsets;
- external memory devices, hard drives, memory sticks;
- wi-fi and networking hardware, modems, routers, connecting cables;
- laptops, tablets and e-readers including their batteries and chargers;
- firmware, software and data installed on or used with insured computer equipment. It does not include:
- smart home devices and their equipment;
- connected security devices including cameras and sensors;
- audio and video streaming devices and home theatre equipment;
- smart lighting, speakers, displays and accessories;
- connected environmental control devices.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

Please note: *We have updated certain coverage wordings that may apply to your insurance policy. Insurance policies dated June 2020 or later that contain coverage endorsements may look different because they now reference new titles. There may be instances where certain coverage wordings within your policy will not yet reflect these changes. We have provided the following guide to help you understand how the updated titles apply:*

- Updated Title: Section I – Personal Property Original Title: Section I – Property Coverage
- Updated Title: Section I – What is Excluded Original Title: Section I – Loss or Damage not Insured

CONTENTS OFF PREMISES COVERAGE

THIS ENDORSEMENT CHANGES YOUR COVERAGE. PLEASE READ CAREFULLY.

This coverage is added to Section I – Property Coverage.

THE AGREEMENT

If your declaration indicates Contents Off Premises Coverage, we will pay for direct physical loss or damage to your personal property in long term storage, or normally kept in another location you own, rent or lease as described on your declaration, up to the specified limit.

WHAT IS EXCLUDED

In addition to the exclusions listed under Section I – Property Coverage, Coverage C - Personal Property, Property Excluded, we also do not cover loss or damage to:

- money, cash cards, bullion, and cryptocurrency;
- securities,
- numismatic, coin or banknote collections;
- manuscripts, stamps, and stamp collections;
- collectibles including sports cards, memorabilia and comic books;
- furs garments and garments trimmed with fur;
- luggage, footwear and handbags;
- jewellery, watches, gems;
- items of gold, platinum or silver;
- fine arts;
- business property;
- cannabis in all consumable forms and cannabis plants;
- personal property owned by others.

INSURED EVENTS

We insure the direct physical loss or damage to your Personal Property resulting from:

1. Fire
2. Lightning
3. Explosion
4. Smoke
5. Falling Object
6. Impact by Aircraft, Spacecraft or Land Vehicle
7. Riot
8. Vandalism or Malicious Acts
9. Water Damage
10. Windstorm
11. Hail
12. Transportation
13. Theft or Attempted Theft
14. Collapse, Including Weight of Ice, Snow or Sleet
15. Ice Damming

16. Electricity
17. Escape of Fuel
18. Damage Caused by Bears

The Basis of Settlement in your policy applies.

DEDUCTIBLE

We will only pay that part of the loss that exceeds the deductible shown on your declaration for the location where this coverage applies.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

COSMETIC DAMAGE EXCLUSION FOR HAIL AND WINDSTORM

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ CAREFULLY.

This endorsement applies to Coverage A – Residence and Coverage B – Additional Buildings and Structures under Section I – Property Coverage.

THE AGREEMENT

If your declaration indicates Cosmetic Damage Exclusion for Hail and Windstorm is applied to your described premises, it is a condition of this policy that any loss or damage to the exterior surfacing of your residence or additional buildings and structures determined to be cosmetic damage caused by hail or windstorm will not be covered.

Where hail or windstorm has created both functional and cosmetic damage to your residence or additional building and structures at the same time, only those areas of the exterior surfacing with functional damage will be covered.

Loss or damage caused by hail or windstorm means cosmetic damage or functional damage to an exterior surfacing caused by, resulting from, contributed to, or aggravated by any of the following: hailstorm, windstorm, wind driven water, wind driven objects, collapse due to wind, or erosion.

SPECIAL CONDITION

This exclusion does not apply in the event of a total loss.

KEY WORDS

Cosmetic Damage means fading, discoloration, oxidation, curling, cupping, clawing, cracking, shrinking, flaking, blistering, splicing, staining, algae growth, and lichen growth to any exterior surfacing. It also means dents, marring, pitting, and impact markings that do not puncture the exterior surfacing, and loss of granules only to the extent where the exterior surfacing continues to act as a water barrier to the same or similar extent as immediately preceding the loss event.

Functional Damage means the sudden and accidental puncture, rupture, fracture or tear of any exterior surfacing that reduces water shedding ability.

Exterior Surfacing means the material(s) used to surface the exterior of a building to protect against the elements, including but not limited to:

- roof surfacing;
- siding of any material;
- doors;
- windows;
- trim;
- cladding;
- fascia;
- soffit;
- brick and stone;
- veneer; or
- stucco.

Roof Surfacing means the:

- shingles and tiles;
- cladding;
- metal or synthetic sheeting, or similar materials covering the roof;
- roof flashing; or
- sealants.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

DELETION OF HAIL COVERAGE ENDORSEMENT (VACATION TRAILERS)

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

THE AGREEMENT
If your declaration indicates the Deletion of Hail Coverage Endorsement (Vacation Trailers) is applied to a trailer described on your declaration this endorsement limits your ability to recover damages.

WHAT IS EXCLUDED
Loss or damage not insured:
- Hail;
- Any subsequent damage caused by water entering the trailer due to an opening created as a result of hail damage.

SPECIAL CONDITIONS
This endorsement does not apply when damage is considered a total loss caused by any other insured event.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

DESIGNATED GARDEN TRACTOR LIABILITY EXTENSION

THIS ENDORSEMENT CHANGES YOUR COVERAGE. PLEASE READ CAREFULLY.

This endorsement amends Section II - Personal Liability Protection.

THE AGREEMENT

If your declaration indicates Designated Garden Tractor Liability Extension is included, the coverage provided under Coverage E – Legal Liability is only extended to the garden tractor(s) described on your declaration.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

DESIGNATED MOTORIZED VEHICLE LIABILITY EXTENSION

THIS ENDORSEMENT CHANGES YOUR COVERAGE. PLEASE READ CAREFULLY.

This endorsement amends Section II - Personal Liability Protection.

THE AGREEMENT

If your declaration indicates Designated Motorized Vehicle Liability Extension is included, the coverage provided under Coverage E – Legal Liability is only extended to the motorized vehicle(s) described on your declaration.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

DESIGNATED PREMISES LIABILITY EXTENSION

THIS ENDORSEMENT CHANGES YOUR COVERAGE. PLEASE READ CAREFULLY.

This endorsement amends Section II - Personal Liability Protection.

THE AGREEMENT

If your declaration indicates Designated Premises Liability Extension is included, the coverage provided under Coverage E – Legal Liability is extended to the personal premises location(s) as described on your declaration.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

EARTHQUAKE COVERAGE

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

This coverage is added under Section I – Property Coverage.

INSURED PROPERTY
If your declaration indicates that your residence is insured for Earthquake Coverage, we insure your property under Section I – Property Coverage against direct physical loss or damage caused by or resulting from earthquake as follows:

- Coverage A – Residence
- Coverage B – Additional Buildings and Structures
- Coverage C – Personal Property
- Coverage D – Loss of Use of Your Residence

WHAT IS EXCLUDED
We do not insure:

- loss or damage whether directly or indirectly caused by, resulting from, contributed to, aggravated by, or attributed to the following:
  a) explosion;
  b) smoke;
  c) leakage from protective equipment;
  d) theft;
  e) vandalism and malicious acts; or
  f) flood of any nature;
- loss or damage caused by or resulting from losses under Section I – What is Excluded. In addition, the following exclusion is removed:

  caused directly or indirectly, in whole or in part, by snowslide, sinkhole, earthquake, landslide, or any other earth movement regardless of any cause or event that contributes concurrently. If any of these results in fire or explosion we will pay only for the resulting loss or damage from that fire or explosion regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage;

  and replaced with:

  caused directly or indirectly, in whole or in part, by snowslide, sinkhole, landslide, or any other earth movement regardless of any cause or event that contributes concurrently. If any of these results in fire or explosion we will pay only for the resulting loss or damage from that fire or explosion regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage; and

- the increased costs of repair or replacement due to any law regulating the zoning, demolition, repair or construction of buildings and their related services or increased costs associated with land stabilization.

AMOUNT OF INSURANCE

The Earthquake Coverage amount of insurance is stated on your declaration for the following coverages:

- Coverage A – Residence
- Coverage B – Additional Buildings and Structures
- Coverage C – Personal Property
- Coverage D – Loss of Use of Your Residence

This endorsement does not increase the amount of insurance.

SPECIAL CONDITIONS

Your earthquake endorsement includes snowslide, sinkhole and landslide occurring concurrently with and resulting from; an earthquake shock and other natural or man-made earth movements resulting from mining or fracking operations.

One or more earthquake shocks which occur within a 168 hour period is considered a single earthquake.

For this endorsement, the following is deleted from Additional Coverages - Debris Removal, "If the amount payable for the insured loss, including expenses for debris removal, is greater than the amount of insurance as indicated for Coverage A – Residence on your declaration, then an additional 5% of that limit will be available for debris removal expenses."

DEDUCTIBLE

We are responsible only for the amount that exceeds the Earthquake Coverage deductible shown on your declaration. The deductible shall apply separately to losses under:

- Coverage A – Residence
- Coverage B – Additional Buildings and Structures
- Coverage C – Personal Property
- Coverage D – Loss of Use of Your Residence

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

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 damagecaused 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

EXTENDED REPLACEMENT COST COVERAGE

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

This coverage is added to the Basis of Settlement under Section I – Property Coverage, Coverage A – Residence.

THE AGREEMENT

If your declaration indicates Extended Replacement Cost Coverage, we will pay up to 125% of the amount of insurance shown on your declaration under Coverage A – Residence for any loss or damage to your residence, provided:

- The amount of insurance for Coverage A – Residence shown on your declaration
  a) is not less than 100% of the replacement cost determined by a valuation guide acceptable to us, as of the original policy inception date;
  b) is increased on renewal by an inflationary percentage established by us;
  c) is not reduced below the amount determined by the valuation guide;
- you repair, rebuild or replace the residence on the same location, unless we have granted permission for relocation, with a residence of the same size and occupancy, constructed with materials of similar quality; and
- notify us within 90 days of the start of work if you make additions or improvements to your residence that would increase its replacement cost by $10,000 or more.

ADDITIONAL CONDITIONS

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.

If any of the conditions of the policy and this endorsement are not met, the basis of settlement of your policy will apply as if this coverage had not been in effect.

If there is more than one residence insured by your policy, this endorsement applies only to the residence(s) where the Extended Replacement Cost Coverage is indicated.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

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

FUEL LEAKAGE COVERAGE

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

Under Section I - What is Excluded, the following exclusion is removed;

14. caused by the continuous or repeated leakage or seepage of your domestic fixed fuel oil tank;

and replaced with;

14. any damages arising from pollution or contamination caused by the discharge or escape of any waste material, irritants, pollutants or contaminants. Nor do we insure loss or damage:
    - caused by prior fuel oil leakage; or
    - caused by or resulting from continuous or repeated seepage or leakage of fuel oil.
    - caused by or resulting from fuel oil leakage, unless the loss or damage is caused by or resulting from the sudden and accidental bursting of or overflowing of fuel oil from a permanently installed domestic fixed fuel oil tank, apparatus or piping;

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

GLASS BREAKAGE COVERAGE

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

This coverage is added under Section I - Property Coverage.

THE AGREEMENT

If your declaration indicates Glass Breakage Coverage, we agree to pay direct loss or damage to building glass, including storm doors, storm windows, skylights, solariums and sunroom glass, and decorative building glass caused by accidental breakage.

WHAT IS EXCLUDED

We do not insure:

- loss or damage occurring while the residence or additional buildings and structures are under construction even if we have given permission for construction;
- loss or damage occurring while the residence is vacant even if we have given permission for vacancy;
- loss or damage to any solar panels;
- loss or damage to any glass constructed green house.

DEDUCTIBLE

We will only pay that part of the loss that exceeds the amount of the deductible for this coverage indicated on your declaration.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

GUARANTEED REPLACEMENT COST COVERAGE

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

This endorsement is added under Section I – Basis of Settlement and applies to Coverage A – Residence.

THE AGREEMENT

If your declaration indicates Guaranteed Replacement Cost Coverage, we will pay for the insured loss to your residence on the basis of replacement cost regardless of the amount of insurance shown on your declaration, provided the following conditions are met:

- The amount of insurance for Coverage A – Residence shown on your declaration
    - a) is not less than 100% of the replacement cost determined by a valuation guide acceptable to us, as of the original policy inception date;
    - b) is increased on renewal by an inflationary percentage established by us;
    - c) is not reduced below the amount determined by the valuation guide;
- you repair, rebuild or replace the residence on the same location, unless we have granted permission for relocation, with a residence of the same size and occupancy, constructed with materials of similar quality; and
- notify us within 90 days of the start of work if you make additions or improvements to your residence that would increase its replacement cost by $10,000 or more.

If the above conditions are not met, the basis of settlement of your policy will apply as if this coverage had not been in effect.

SPECIAL CONDITIONS

We will only pay up to 125% of the Coverage A – Residence limit, to repair or replace the lost or damaged property provided all conditions under The Agreement are met in the event of:

- Earthquake;
- Fire Following Earthquake;
- Overland Water;

where coverage is provided by the policy or by any other endorsement indicated on your declaration.

This endorsement also amends the following coverage from the Homeowners Comprehensive form.

DEBRIS REMOVAL

We will pay the cost of removing debris of insured property, as a result of an insured event.
If the amount payable for the insured loss, including expenses for debris removal, is greater than the amount of insurance as indicated for Coverage A – Residence on your declaration, then an additional 5% of that limit will be available for debris removal expenses.

The additional 5% does not apply to losses under the following optional coverages:

- Earthquake Coverage
- Fire Following Earthquake Coverage
- Limited Sewer Backup Coverage
- Overland Water Coverage

For the purposes of this Additional Coverage, the amount of Coverage A – Residence will not be increased as a result of the application of this endorsement.

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.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

HAIL AND WINDSTORM EXCLUSION

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ CAREFULLY.

This endorsement applies to Coverage A – Residence and Coverage B – Additional Buildings and Structures under Section I – Property Coverage.

THE AGREEMENT

If your declaration indicates the Hail and Windstorm Exclusion is applied to your described premises, it is a condition of this policy that should your residence or additional buildings and structures have existing hail or windstorm cosmetic or functional damage to any exterior surfacing at the time this endorsement is applied, any subsequent loss or damage caused by hail or windstorm will not be covered.

Any subsequent loss or damage caused by water which enters your residence or additional buildings and structures with existing cosmetic or functional damage of the exterior surfacing caused by hail and windstorm will not be covered.

SPECIAL CONDITIONS

If you supply evidence satisfactory to us that the previous loss or damage caused by hail or windstorm has been repaired, this exclusion will become void and have no effect.

This exclusion does not apply in the event of a total loss.

KEY WORDS:

Cosmetic Damage means fading, discoloration, oxidation, curling, cupping, clawing, cracking, shrinking, flaking, blistering, splicing, staining, algae growth, and lichen growth to any exterior surfacing. It also means dents, marring, pitting, and impact markings that do not puncture the exterior surfacing, and loss of granules only to the extent where the exterior surfacing continues to act as a water barrier to the same or similar extent as immediately preceding the loss event.

Functional Damage means the sudden and accidental puncture, rupture, fracture or tear of any exterior surfacing that reduces water shedding ability.

Exterior Surfacing means the material(s) used to surface the exterior of a building to protect against the elements, including but not limited to:

- roof surfacing;
- siding of any material;
- doors;
- windows;
- trim;
- cladding;
- fascia;
- soffit;
- brick and stone;
- veneer; or
- stucco.

Roof Surfacing means the:
- shingles and tiles;
- cladding;
- metal or synthetic sheeting, or similar materials, covering the roof;
- roof flashing; or
- sealants.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

IDENTITY FRAUD EXPENSE COVERAGE

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ CAREFULLY.

This endorsement is added under Section I – Property Coverage, Additional Coverages.

THE AGREEMENT

If your declaration indicates Identity Fraud Expense Coverage, we agree to pay for eligible identity restoration costs and expenses resulting from an act of identity fraud discovered during the policy term up to the amount of insurance shown on your declaration.

Eligible costs and expenses include:

- your lost earnings for time off work that must be taken to complete fraud affidavits, meet with law enforcement or credit agencies, merchants, or legal counsel;
- loan application fees for reapplying for loans where the original application was rejected because of incorrect credit information;
- costs and expenses associated with restoring your identity with law enforcement agencies, financial institutions or similar credit grantors, and credit agencies including:
    a) notarizing affidavits or similar documents;
    b) sending certified and registered mail;
    c) additional charges for phone calls or texts;
- The cost of reasonable fees from the use of a professional fraud mitigation or restoration service with our prior notice and approval;
- reasonable legal fees incurred, with our prior notice and approval for:
    a) your defense against any legal action by businesses or their collection agencies;
    b) the removal of any criminal or civil judgments wrongly entered against you;
    c) any challenge to the information in your consumer credit report, which is required to restore your identifying information.

Identity fraud means the act of using, without legal authority, your identifying information to commit any illegal activity that constitutes a crime or violation of any federal, provincial, territorial, municipal or local law by an unauthorized person.

The amount of insurance shown on your declaration for Identity Fraud Expense Coverage is the most we will pay for covered expenses from all identity fraud acts discovered in any one policy period, regardless of the number of acts discovered or the number of people affected.

WHAT IS EXCLUDED:

- Losses covered under Section I Property Coverage, Additional Coverages, Credit or Debit Cards, Forgery and Counterfeit Currency;
- Losses not directly and solely because of an act of identity fraud and the subsequent steps required to restore your identity;
- Expenses caused or contributed to by:
    a) fraudulent, dishonest or criminal acts committed by you, any person acting with you, or any person acting as your authorized representative; whether acting alone or with others;
    b) your business or commercial pursuits;

c) your own use of your identity or credit;
d) your intentional misuse of your identity or credit.

ADDITIONAL CONDITIONS

You must comply with all the terms and requirements stipulated with the issuance of any physical or digitally stored bank card, credit card or account including secure storage of PINs (Personal Identification Numbers) and personal information. If you do not you will not be entitled to any coverage.

When an act of identity fraud is suspected or discovered, you must immediately notify us and any applicable law enforcement agency, so steps can be initiated to restore the accuracy of your identifying information.

DEDUCTIBLE

We will only pay that part of the loss that exceeds the deductible shown on the declaration under Identity Fraud Expense Coverage.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

Please note: We have updated certain coverage wordings that may apply to your insurance policy. Insurance policies dated June 2020 or later that contain coverage endorsements may look different because they now reference new titles. There may be instances where certain coverage wordings within your policy will not yet reflect these changes. We have provided the following guide to help you understand how the updated titles apply:

- Updated Title: Section I – Personal Property   Original Title: Section I – Property Coverage
- Updated Title: Section I – What is Excluded   Original Title: Section I – Loss or Damage not Insured

LIABILITY EXTENSION – HER MAJESTY THE QUEEN

THIS ENDORSEMENT CHANGES YOUR COVERAGE. PLEASE READ CAREFULLY.

This endorsement applies to Section II - Personal Liability Protection only.

THE AGREEMENT

When your declaration indicates Her Majesty The Queen as an additional Interest(s) for a designated premises; we extend Coverage E – Legal Liability; but only for liability arising out of the ownership, maintenance or use of the designated premises.

SPECIAL CONDITION

This endorsement does not increase the limit under Section II – Personal Liability Protection.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

LIABILITY RESTRICTION FOR DESIGNATED PREMISES ENDORSEMENT

THIS ENDORSEMENT CHANGES YOUR COVERAGE. PLEASE READ CAREFULLY.

This endorsement amends Section II - Personal Liability Protection.

THE AGREEMENT

If your declaration indicates Liability Restriction for Designated Premises Endorsement, the following is removed:

COVERAGE E – LEGAL LIABILITY

We will pay all amounts which you become legally liable to pay to compensate for damages because of unintentional bodily injury or property damage caused by:

- your personal actions anywhere in the world;
- your ownership, use, or occupancy of the premises.

and replaced with:

COVERAGE E – LEGAL LIABILITY

We will pay all amounts which you become legally liable to pay to compensate for damages because of unintentional bodily injury or property damage caused by:

- your ownership, use, or occupancy of the premises designated on your declaration.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

LIMITED EXTERIOR COVERAGE

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ CAREFULLY.

This endorsement is added under Section I – Property Coverage, Basis of Settlement.

THE AGREEMENT

If your declaration indicates Limited Exterior Coverage, it is a condition of your policy that direct loss or damage to the exterior surfacing of your described residence or additional buildings and structures will be settled according to actual cash value.

SPECIAL CONDITIONS

The following conditions apply:

- any loss or damage to your residence, additional buildings and structures, or personal property which is a direct result of the condition of the exterior surfacing will be settled according to actual cash value;
- loss or damage caused by water, or melted ice or snow, that enters your residence, or additional buildings and structures through the exterior surfacing is not covered unless caused by an opening which has been created by fire, lightning, explosion, smoke, falling object, impact by aircraft, spacecraft or land vehicle, riot, vandalism or malicious acts, electricity, transportation, or damage by bears;
- this endorsement does not apply in the event of a total loss.

KEY WORDS

Exterior surfacing means the material(s) used to surface the exterior of a building other than the roof to protect against the elements, including but not limited to:

- siding of any material;
- doors;
- windows;
- trim;
- cladding;
- fascia;
- soffit;
- brick and stone;
- veneer;
- stucco.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

LIMITED ROOF SURFACE COVERAGE

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

This endorsement is added under Section I – Property Coverage, Basis of Settlement.

THE AGREEMENT
If your declaration indicates Limited Roof Surface Coverage, it is a condition of your policy that direct physical loss or damage to the roof surfacing of your described residence, or additional buildings and structures will be settled according to actual cash value.

SPECIAL CONDITIONS
The following conditions apply:

- any loss or damage to your residence, additional buildings and structures, or personal property which is a direct result of the condition of the roof surfacing will be settled according to actual cash value;
- loss or damage caused by water, or melted ice or snow, that enters your residence, or additional buildings and structures through the roof is not covered unless caused by an opening which has been created by fire, lightning, explosion, smoke, falling object, impact by aircraft, spacecraft or land vehicle, riot, vandalism or malicious acts, electricity, transportation, or damage by bears;
- this endorsement does not apply in the event of a total loss.

This endorsement also amends the following Key Words.

KEY WORDS
Actual Cash Value considers such things as the cost of replacement including labour less any depreciation. In determining depreciation, we will consider the condition immediately before the damage, the resale value and the normal life expectancy.

Roof surfacing means the:

- shingles and tiles;
- cladding;
- metal or synthetic sheeting, or similar materials covering the roof;
- roof flashing; or
- sealants.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

LIMITED SEWER BACKUP COVERAGE

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ CAREFULLY.

If your declaration indicates that your residence is insured for Limited Sewer Backup Coverage this coverage is added under Section I – Property Coverage.

WHAT IS COVERED

You are insured against direct physical loss or damage to property insured under Section I – Property Coverage caused by sewer backup.

WHAT IS EXCLUDED

Any sewer backup loss that has been contributed to by a flood or overland water event, regardless if the incident occurred simultaneously or in any other sequence, unless the entry point is from sewer backup only.

AMOUNT OF INSURANCE

The Limited Sewer Backup Coverage limit specified on your declaration is the maximum amount payable for all expenses incurred for sewer backup losses payable under Section I – Property Coverage.

This endorsement does not increase the amounts of insurance shown in your policy.

DEDUCTIBLE

We will only pay that part of the loss that exceeds the Limited Sewer Backup deductible shown on your declarations.

SPECIAL CONDITIONS

After a covered sewer backup loss, we will pay an additional amount of up to $1,000 for your installation expenses of a recognized, normally open backwater valve installed on the mainline. This only applies if the loss exceeds the deductible.

For this endorsement, the following is deleted from Additional Coverages - Debris Removal, “If the amount payable for the insured loss, including expenses for debris removal, is greater than the amount of insurance as indicated for Coverage A – Residence on your declaration, then an additional 5% of that limit will be available for debris removal expenses.”

KEY WORDS

Overland Water means water that accumulates upon or submerges land which is usually dry, resulting from:

- the unusual and rapid accumulation or runoff of water or natural precipitation, not caused by escape of water from a domestic water container or watermain; or
- the rising of, the breaking out or the overflow of any body of fresh water or watercourse, whether natural or man-made.

Sewer Backup means the sudden and accidental backing up or escape of water or sewage within your residence or your additional buildings and structures through a:

- sewer on your premises;

- septic system on your premises;
- storm drain or drain;
- sump located within your residence or your additional buildings and structures;

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

LIMITED WAIVER OF DEDUCTIBLE COVERAGE

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ CAREFULLY.

THE AGREEMENT

If your declaration indicates Limited Waiver of Deductible is included, the Deductible section under the Basis of Settlement of your policy is removed and replaced with the following:

DEDUCTIBLE

In the event of an insured loss, you are responsible for the amount of the deductible shown on your declaration in any one occurrence. If the loss or damage amount exceeds $50,000, your deductible for that occurrence will no longer apply.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

MOBILE / MINI HOME ENDORSEMENT

ADDITIONAL EXCLUSIONS AND MODIFIED BASIS OF SETTLEMENT

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following under Section I – Property Coverage:

- Coverage A – Residence;
- What is Excluded; and
- Basis of Settlement.

THE AGREEMENT

If your declaration indicates Mobile / Mini Home – Additional Exclusions and Modified Basis of Settlement, for the residence described, we will pay for direct physical loss or damage to your residence subject to the additional exclusions, and basis of settlement described by this endorsement. 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.

ADDITIONAL EXCLUSIONS

The following exclusions are added to Section I – What is Excluded

Under no circumstances do we insure any loss or damage:

- caused by hail to the outer metal cover of any mobile home structure unless the cover is punctured by the hail. This exclusion is in addition to any other endorsements that may restrict coverage of a roof or exterior.
- caused by the displacement or overturn of any mobile home that does not have an approved tie down system. However, any resultant fire or explosion remains covered.
- occurring while your mobile home is being moved, except in an emergency, to protect it from loss or damage caused by any insured event. Moving begins with the initial disconnection of utilities, or the removal of leveling blocks or jacks and continues until the mobile home has been fully installed and is ready to be occupied as a residence at its new location.

BASIS OF SETTLEMENT

If you elect not to repair or replace the damaged property, or fail to meet the conditions of the policy, we will pay the actual cash value amount at the time of the loss, otherwise, settlement will be based on one of the following:

Mobile / Mini Home Residence Aged 15 Years or Newer

For insured loss or damage, we will pay the lesser of the:

a) actual cost of repairs;
b) actual cost of replacement;
c) amount of insurance on your declaration.

If the lost or damaged property is not repaired or replaced however, we will pay the lesser of the:

a) actual cash value of the estimated repairs;
b) actual cash value of the estimated replacement;
c) amount of insurance on your declaration.

Mobile / Mini Home Residence Aged 16 Years or Older

We will pay Actual Cash Value as defined below.

KEY WORDS

Actual Cash Value considers such things as the cost of replacement less any depreciation. In determining depreciation, we will consider the condition immediately before the damage, the resale value and the normal life expectancy.

This payment under no circumstances will exceed the amount of insurance on your declaration.

DEDUCTIBLE

We will only pay that part of the loss that exceeds the deductible shown on your declaration for the location where this coverage applies.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

MOTORIZED VEHICLE COVERAGE

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ CAREFULLY.

This coverage is added under Section I – Property Coverage, Coverage C – Personal Property.

THE AGREEMENT

If your declaration indicates Motorized Vehicle Coverage is included, we will pay for direct physical loss or damage to your described motorized vehicle up to the amount of insurance shown on your declaration.

This endorsement removes the exclusion under Property Excluded:

- sporting equipment where the loss or damage is due to its use.

WHAT IS EXCLUDED

In addition to the items outlined in Section I – What Is Excluded, we do not insure:

- dishonesty of any person entrusted with care, custody or control of the described motorized vehicle. This exclusion does not apply where the person is a carrier for hire;
- loss or damage to tires and tubes unless caused by fire, theft, vandalism or malicious acts or unless the same event causes other insured loss under this coverage.
- motorized vehicles used for deliveries, or carrying passengers for compensation;
- motorized vehicles rented to others;
- motorized vehicles while used in, or in preparation for, any race or speed test;
- motorized vehicles subject to licensing or to motor vehicle registration.

DEDUCTIBLE

We are responsible for the amount of loss or damage that exceeds the deductible shown on the declaration for any one occurrence.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

OVERLAND WATER COVERAGE

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ CAREFULLY.

If your declaration indicates that your residence is insured for Overland Water Coverage this coverage is added under Section I – Property Coverage.

WHAT IS COVERED

You are insured against direct physical loss or damage to property insured under Section I – Property Coverage caused by:

- overland water; and
- any sewer backup loss at your Residence or Additional Buildings and Structures resulting from an overland water event, unless the loss is caused by sewer backup only. In order for this coverage to respond, there must be evidence that overland water has entered the Residence or Additional Buildings and Structures from an entry point other than where sewer back up enters

WHAT IS EXCLUDED

Regardless of any other cause or event that contributes concurrently, or in any other sequence to the loss or damage, under Section I – What is Excluded, and the following:

- loss or damage caused by:
  a) the rising of, breaking out or overflow of any body of salt water, whether natural or manmade. This includes, but is not limited to, tsunamis, tides, or tidal waves;
  b) the entrance of water through foundations, basement walls or basement floors, unless caused by overland water;
  c) ground water or rising of the water table;
  d) shoreline ice build-up or water borne ice or, other waterborne objects, whether driven by wind or not;
  e) spray, storm surges, waves, seiche, whether driven by wind or not;
- loss or damage to your Residence or Additional Buildings and Structures resulting from sewer backup only; and
- loss or damage caused by an overland water event as a result of a designated authority's intentional breach of any man-made structure, which are constructed for the purpose of holding back, containing or controlling any body of water or watercourse. These structures include but are not limited to dams, dikes or levees.

AMOUNT OF INSURANCE

The Overland Water Coverage limit specified on your declaration is the maximum amount payable for all expenses incurred for overland water losses payable under Section I – Property Coverage.

This endorsement does not increase the amounts of insurance shown in your policy.

DEDUCTIBLE

We will only pay that part of the loss that exceeds the Overland Water Coverage deductible shown on your declaration.

SPECIAL CONDITIONS

DEBRIS REMOVAL

For this endorsement, the following is deleted from Additional Coverages - Debris Removal, "If the amount payable for the insured loss, including expenses for debris removal, is greater than the amount of insurance as indicated for Coverage A – Residence on your declaration, then an additional 5% of that limit will be available for debris removal expenses."

GUARANTEED REPLACEMENT COST

If your declaration indicates that your residence is insured for Guaranteed Replacement Cost Coverage, and you are restricted by law or ordinance from rebuilding on the same location as a result of an overland water event, The Agreement is amended as follows:

- you repair, rebuild or replace the residence on an alternate location, with a residence of the same size and occupancy, constructed with materials of similar quality; and

REPLACEMENT COST

If your location provides for replacement cost coverage and:

- the cost of repair or replacement exceeds the amount of insurance for the Coverage A - Residence under this endorsement; or
- 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;

- for Coverage A - Residence as stated on your declaration for Overland Water Coverage when policy limits is selected; or
- the specified amount of insurance as indicated on your declaration for Overland Water Coverage 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 your declaration for Overland Water Coverage.

KEY WORDS

Overland Water means water that accumulates upon or submerges land which is usually dry, resulting from:

- the unusual and rapid accumulation or runoff of water or natural precipitation, not caused by escape of water from a domestic water container or watermain; or
- the rising of, the breaking out or the overflow of any body of fresh water or watercourse, whether natural or man-made.

Sewer Backup means the sudden and accidental backing up or escape of water or sewage originating from a:

- Sewer;
- Septic system;
- Storm drain or drain;
- Sump;

located within your residence or additional buildings and structures.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

PERSONAL ARTICLES COVERAGE

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ CAREFULLY.

THE AGREEMENT

If your declaration indicates Personal Articles Coverage is included, we insure the personal article(s) described on your declaration against all risks of direct physical loss or damage.

WHAT IS EXCLUDED

In addition to the items outlined in Section I - What is Excluded, we do not insure;

- loss or damage caused by or resulting from the dishonesty of persons to whom the insured property is entrusted but this exclusion does not apply where the person entrusted is a carrier for hire.
- any musical instrument or equipment played for a fee unless we have given permission.
- we do not insure your luggage, handbags and footwear while at any fairgrounds, exhibition or expositions, with the intent to display, demonstrate, trade or sell.

BASIS OF SETTLEMENT

For insured loss or damage, we will pay the lesser of the:

a) actual cost of repairs;
b) actual cost of replacement;
c) amount of insurance on your declaration

If the lost or damaged property is not repaired or replaced however, we will pay the lesser of the:

a) actual cash value of the estimated repairs;
b) actual cash value of the estimated replacement;
c) amount of insurance on your declaration

If you later decide to repair or replace any of the lost or damage property, you may make an additional claim for the difference between the actual cash value and the replacement cost, provided it is done so within 180 days of the date the actual cash value payment was made.

DEDUCTIBLE

No deductible applies to this coverage.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

Please note: We have updated certain coverage wordings that may apply to your insurance policy. Insurance policies dated June 2020 or later that contain coverage endorsements may look different because they now reference new titles. There may be instances where certain coverage wordings within your policy will not yet reflect these changes. We have provided the following guide to help you understand how the updated titles apply:

- Updated Title: Section I – Personal Property Original Title: Section I – Property Coverage
- Updated Title: Section I – What is Excluded Original Title: Section I – Loss or Damage not Insured

RESIDENCE UNDER CONSTRUCTION COVERAGE

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

This coverage is added under Section I – Property Coverage, Coverage A – Residence and Coverage B – Additional Buildings and Structures.

THE AGREEMENT

If the declaration indicates that Residence Under Construction Coverage has been added, the following additional perils apply to direct loss or damage at the location to which this form applies:

- Theft or attempted theft in or from your residence under construction;
- Vandalism or malicious acts occurring while your residence is under construction; loss caused by you is not covered.
- Breakage of glass that forms or is to form part of the building;
- 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.

We also insure:

- loss or damage caused by, or resulting from, the sudden and accidental: escape of water or steam from within a plumbing, heating, cooling, sprinkler, air conditioning system, or domestic water container within your residence, or additional buildings and structures;
- escape of water from a domestic water container which is located outside your residence, and additional buildings and structures; but under no circumstances do we insure any loss or damage when the escape of water is caused by freezing;
- escape of water from a watermain located outside your residence, and additional buildings and structures; or opening of your residence, or additional buildings and structures which has been created by fire, lightning, explosion, smoke, falling object, impact by aircraft, spacecraft or land vehicle, riot, vandalism or malicious acts, windstorm, hail, electricity, transportation, ice damming, or damage by bears

Under no circumstances do we insure any loss or damage caused by:

- continuous or repeated leakage, seepage, or discharge of water;
- the backing up or escape of water or sewage from any sewer, storm drain, drain, septic system, or sump;
- to a plumbing, heating, cooling, sprinkler or air conditioning system or domestic water container from which the water escaped;
- freezing during the usual heating season, within a heated portion of your residence, or additional buildings and structures if the heat has been intentionally turned off by you or at your direction; or
- freezing during the usual heating season, within an unheated portion of your residence, or additional buildings and structures;

DEDUCTIBLE

We will only pay that part of the loss that exceeds the deductible shown on your declaration for the location where this coverage applies.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

ROOF SURFACING - BASIS OF SETTLEMENT

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

This endorsement applies to Section I – Property Coverage, Basis of Settlement.

THE AGREEMENT

If your declaration indicates Roof Surface - Basis of Settlement, all direct physical loss or damage to any roof surfacing with evidence of excessive wear and tear or deterioration due to age, will be settled according to actual cash value as defined below, otherwise the Section I – Property Coverage, Basis of Settlement applies.

This endorsement also amends the following Key Words.

KEY WORDS

Actual Cash Value considers such things as the cost of replacement including labour less any depreciation. In determining depreciation, we will consider the condition immediately before the damage, the resale value and the normal life expectancy.

For the purpose of this endorsement **excessive wear and tear or deterioration due to age** includes, but is not limited to:

- curling, clawing or cupping of shingles;
- natural shrinkage of the roof structure;
- brittle, cracked or blistered shingles;
- loss of granules exposing the felt or underlying tar membrane or other membrane; or
- moss, algae or lichen growth.

Roof surfacing means the:

- shingles and tiles;
- cladding;
- metal or synthetic sheeting, or similar materials covering the roof;
- roof flashing; or
- sealants.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

SHORT TERM RENTAL ENDORSEMENT

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ CAREFULLY.

This coverage is added under Section I - Property Coverage

THE AGREEMENT

If your declaration indicates Short Term Rental Endorsement, we will pay for direct physical loss or damage to your insured property caused by an individual who is renting the premises as a short-term rental.

This endorsement adds the following exclusion to Section I – What is Excluded:

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 tenant's household.
- wear and tear, deterioration, inherent vice, latent defect, rust or corrosion, extremes of temperature, condensation, dampness of atmosphere, wet or dry rot, contamination or fungi as a result of acts by any tenants, tenant's employee or member of the tenant's household, except where otherwise provided for in this policy

This endorsement removes the exclusion under Section I - What is Excluded:

23. caused by theft or attempted theft committed by any tenant, tenant's employee or member of the tenant's household.

MAXIMUM RENTAL TERM

- The cumulative number of days any location or unit may be rented may not exceed the limit shown on your declaration.
- A Short-Term Rental of a <u>Primary</u> Residence may not be longer than 30 consecutive days in a single rental term.
- A Short-Term Rental of a <u>Seasonal</u> Residence may not be longer than 60 consecutive days in a single rental term.

SPECIAL CONDITIONS

Coverage will only apply when all legislation, bylaws and municipal regulations are followed.

Loss or damage to personal property owned by your tenant or guest will be covered up to $1,500 when an insured event occurs during the rental period. This limit applies per rental booking, regardless of the number of tenants or guests.

DEDUCTIBLE

A minimum deductible of $2,500 applies to any loss or damage caused by theft or attempted theft by your tenant, tenant's employee or member of your tenant's household. The deductible shown on the declarations will apply to all other loss or damage.

KEY WORDS

Primary Residence means the location or unit listed on your declaration, where you live most of the time.

Seasonal Residence means any location or unit listed on your declaration, occupied by you on a seasonal basis.

Short Term Rental means the renting out, in whole or in part a furnished primary residence or seasonal residence, on a temporary basis.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

SINGLE LIMIT COVERAGE

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

This coverage is added to the Basis of Settlement under Section I – Property Coverage.

THE AGREEMENT

If your declaration indicates Single Limit Coverage, we will pay for insured loss or damage arising out of any one occurrence, up to your financial interest in the property, and not exceeding your Single Limit Coverage, as defined.

Single Limit Coverage means the total of the amounts of insurance shown on your declaration for the following coverages under Section I – Property Coverage:

- Coverage A – Residence
- Coverage B – Additional Building and Structures
- Coverage C – Personal Property
- Coverage D – Loss of use of Your Residence

SPECIAL CONDITIONS

In the event that Guaranteed Replacement Cost Coverage and Single Limit Coverage apply, the total amount paid for Coverage A – Residence under Single Limit Coverage will be reduced by the lesser of:

- the amount of insurance shown on your declaration under Coverage A – Residence; or
- the amount payable under Coverage A – Residence.

When Guaranteed Replacement Cost Coverage is applied, any increase in Coverage A – Residence is not included in the calculation of the total Single Limit Coverage.

Single Limit Coverage does not apply to the losses insured under the following forms:

- Earthquake Coverage
- Fire Following Earthquake Coverage
- Limited Sewer Backup Coverage
- Overland Water Coverage

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

SPECIAL LIMITS ENHANCEMENT - HOMEOWNERS

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ CAREFULLY.

This endorsement is added under Section I – Property Coverage.

THE AGREEMENT

If the declaration indicates the Special Limits Enhancement is included, the Special Limits of Insurance under Section I - Property Coverage, Coverage C - Personal Property is replaced with the following:

Personal Property Temporarily Away from your Premises

We insure your personal property away from your premises including:

- your personal property while it is temporarily away from your premises anywhere in the world;
- personal property belonging to a residence employee travelling with you;
- uninsured personal property belonging to others while it is in your possession;
- your personal property while in storage, including in a safety deposit box;
- your personal property while attending a school, college, or university;
- your personal property while residing in a long-term care facility.

SPECIAL LIMITS OF INSURANCE

Coverage for the following types of personal property are amended subject to the special limits as shown below. These limits are the most we will pay for any loss or damage in any one occurrence.

For all insured losses	Limit
Cannabis in all consumable forms and cannabis plants	$500
Money, cash cards, bullion, and crypto currency	$1,000
Drones (not more than 250 grams) and their equipment	$1,000
Spare automobile parts	$2,000
Utility trailers (where legislation allows)	$2,000
Watercraft, including personal watercraft, their furnishings, equipment, motors and accessories	$5,000
Business property on your premises	$10,000
Securities	$7,500
Golf carts, motorized yard tractors and accessories	$10,000

The following special limits of insurance only apply to losses caused by theft or mysterious disappearance.

For theft and mysterious disappearance losses	Limit
Numismatic, coin and banknote collections	$3,000
Manuscripts, stamps and stamp collections	$3,000
Collectibles including sports cards, memorabilia and comic books	$10,000
Fur garments and garments trimmed with fur	$10,000
Luggage, pet carriers, footwear and handbags including but not limited to purses, wallets, totes, clutches, carrier bags and other items of similar nature	$10,000
Jewellery, watches and gems	$20,000

The following Additional Coverages under Section I - Property Coverage are replaced with the following:

CREDIT OR DEBIT CARDS, FORGERY AND COUNTERFEIT CURRENCY

We will pay up to $15,000 for:

- your legal obligation to pay because of a theft or unauthorized use of credit card(s) issued to you or registered in your name;
- loss caused by theft of your debit or automated teller cards;
- loss caused by forgery or alteration of any cheque or negotiable instrument;
- loss sustained by your acceptance in good faith of counterfeit paper Canadian and United States currency.

We will not pay for loss under this coverage:

- unless you have complied with all the conditions under which the cards are issued;
- caused by the use of your cards by a resident of your household or by a person to whom the cards have been entrusted; or
- for losses arising out of business pursuits.

At our option and expense, we may defend any claim against you under this coverage as noted above.

This is additional insurance.
No deductible applies to this coverage.

DEBRIS REMOVAL

We will pay the cost of removing debris of insured property, as a result of an insured event.

If the amount payable for the insured loss, including expenses for debris removal, is greater than the amount of insurance as indicated for Coverage A – Residence on your declaration, then an additional 15% of that limit will be available for debris removal expenses.

If debris removal is made necessary by a tree striking the exterior of the building resulting in insured damage to your unit, we will pay for tree removal up to a maximum of $1000.

This is additional insurance.

LOCK REPLACEMENT

We will pay up to $2,500 to replace, re-key or re-code locks on your residence, additional buildings and structures or your private passenger automobile(s) including ignition, if your key(s) are stolen.

This is additional insurance.
No deductible applies to this coverage.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

SPECIAL LIMITS ENHANCEMENT PLUS

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ CAREFULLY.

This endorsement is added under Section I – Property Coverage.

THE AGREEMENT

If the declaration indicates the Special Limits Enhancement Plus is included, the Special Limits of Insurance under Section I - Property Coverage, Coverage C - Personal Property is replaced with the following:

Personal Property Temporarily Away from your Premises

We insure your personal property away from your premises including:

- your personal property while it is temporarily away from your premises anywhere in the world;
- personal property belonging to a residence employee travelling with you;
- uninsured personal property belonging to others while it is in your possession;
- your personal property while in storage, including in a safety deposit box;
- your personal property while attending a school, college, or university;
- your personal property while residing in a long-term care facility;

SPECIAL LIMITS OF INSURANCE

Coverage for the following types of personal property are amended subject to the special limits as shown below. These limits are the most we will pay for any loss or damage in any one occurrence.

For all insured losses	Limit
Cannabis in all consumable forms and cannabis plants	$500
Money, cash cards, bullion, and crypto currency	$1,000
Drones (not more than 250 grams) and their equipment	$1,000
Spare automobile parts	$4,000
Utility trailers (where legislation allows)	$2,000
Watercraft, including personal watercraft, their furnishings, equipment, motors and accessories	$6,000
Business property on your premises	$25,000
Business property away from premises	$10,000
Securities	$10,000
Golf carts, motorized yard tractors and accessories	$20,000

The following special limits of insurance only apply to losses caused by theft or mysterious disappearance.

For theft and mysterious disappearance losses	Limit
Numismatic, coin and banknote collections	$3,000
Manuscripts, stamps and stamp collections	$3,000
Collectibles including sports cards, memorabilia and comic books	$10,000
Fur garments and garments trimmed with fur	$10,000
Luggage, pet carriers, footwear and handbags including but not limited to purses, wallets, totes, clutches, carrier bags and other items of similar nature	$10,000
Jewellery, watches and gems	$50,000

The following Additional Coverages under Section I - Property Coverage are replaced with the following:

CREDIT OR DEBIT CARDS, FORGERY AND COUNTERFEIT CURRENCY

We will pay up to $25,000 for:

- your legal obligation to pay because of a theft or unauthorized use of credit card(s) issued to you or registered in your name;
- loss caused by theft of your debit or automated teller cards;
- loss caused by forgery or alteration of any cheque or negotiable instrument;
- loss sustained by your acceptance in good faith of counterfeit Canadian and United States paper currency.

We will not pay for loss under this coverage:

- unless you have complied with all the conditions under which the cards are issued;
- caused by the use of your cards by a resident of your household or by a person to whom the cards have been entrusted; or
- for losses arising out of business pursuits.

At our option and expense, we may defend any claim against you under this coverage as noted above.

This is additional insurance.
No deductible applies to this coverage.

DEBRIS REMOVAL

We will pay the cost of removing debris of insured property, as a result of an insured event.

This additional coverage does not apply to losses under the following forms:

- Earthquake Coverage
- Limited Sewer Backup Coverage
- Overland Water Coverage
- Guaranteed Replacement Cost Coverage

LOCK REPLACEMENT

We will pay up to $2,500 to replace, re-key or re-code locks on your premises or your private passenger automobiles including ignition, if your keys are stolen.

This is additional insurance.
No deductible applies to this coverage.

The following item is added under Coverage C – Personal Property, Additional Coverages:

DATA

We will pay up to $10,000 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 event.

We will not pay the cost of gathering or assembling information or data, nor do we cover any data pertaining to business use.

Your policy deductible applies to this coverage.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

SPORTS EQUIPMENT COVERAGE

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ CAREFULLY.

This coverage is added under Section I – Property Coverage, Coverage C – Personal Property.

THE AGREEMENT

If your declaration indicates Sports Equipment Coverage is included, we agree to pay direct physical loss or damage to your described sports equipment and clothing.

This endorsement removes the restriction under Property Excluded:

- sporting equipment where the loss or damage is due to its use.

WHAT IS EXCLUDED

The following exclusion is removed from Section I – What Is Excluded:

8. caused by the dishonesty of a person(s) in which you have entrusted with the care, custody and control of your personal property;

And replaced with:

8. loss or damage caused by dishonesty of any person entrusted with care, custody or control of the listed sports equipment. This exclusion does not apply where the person is a carrier for hire;

DEDUCTIBLE

No deductible applies to this endorsement.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

Please note: We have updated certain coverage wordings that may apply to your insurance policy. Insurance policies dated June 2020 or later that contain coverage endorsements may look different because they now reference new titles. There may be instances where certain coverage wordings within your policy will not yet reflect these changes. We have provided the following guide to help you understand how the updated titles apply:

- Updated Title: Section I – Personal Property — Original Title: Section I – Property Coverage
- Updated Title: Section I – What is Excluded — Original Title: Section I – Loss or Damage not Insured

THEFT, ATTEMPTED THEFT AND MYSTERIOUS DISAPPEARANCE EXCLUSION

THIS ENDORSEMENT LIMITS YOUR COVERAGE. PLEASE READ CAREFULLY.

This endorsement limits your coverage under Section I – Property Coverage.

THE AGREEMENT

If your declaration indicates Theft, Attempted Theft and Mysterious Disappearance Exclusion, there is no coverage for any loss or damage caused by or resulting from theft, attempted theft or mysterious disappearance.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

TOOLS COVERAGE

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ CAREFULLY.

THE AGREEMENT
If your declaration indicates Tools Coverage is included, we insure the tools described on your declaration against all risks of direct physical loss or damage:

- fire, lightning and explosion;
- windstorm or hail;
- flood;
- earthquake;
- collapse of bridges and culverts;
- collision, upset, overturn or derailment of a land vehicle carrying or transporting your tools;
- stranding, sinking, burning, or collision of any regular ferry carrying or transporting your tools;
- theft.

WHAT IS EXCLUDED
In addition to the items outlined in Section I – What Is Excluded, we do not insure loss or damage caused by or resulting from:

- strikes, lockouts, labor disturbances, riots, or civil commotions;
- dishonesty of any person entrusted with care, custody or control of the described tools. This exclusion does not apply where the person is a carrier for hire;
- unexplained loss, mysterious disappearance or shortage revealed when taking inventory; and
- theft while the insured property is off premises and left unattended, unless it is kept in a secured vehicle or location and the loss is a direct result of a burglary with visible signs of forced entry.

DEDUCTIBLE
We will pay for loss or damage that exceeds $50 per occurrence.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

Please note: We have updated certain coverage wordings that may apply to your insurance policy. Insurance policies dated June 2020 or later that contain coverage endorsements may look different because they now reference new titles. There may be instances where certain coverage wordings within your policy will not yet reflect these changes. We have provided the following guide to help you understand how the updated titles apply:

- Updated Title: Section I – Personal Property Original Title: Section I – Property Coverage
- Updated Title: Section I – What is Excluded Original Title: Section I – Loss or Damage not Insured

VACANCY PERMIT

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ CAREFULLY.

THE AGREEMENT

If your declaration indicates Vacancy Permit is included, we insure the unit or location listed on the declaration while it is vacant provided:

- it is not under construction or renovation;
- it is under the supervision and care of a competent person;
- the water supply is shut off;
- the heat is being maintained;
- lawncare and snow removal from driveways, walkways and stairs are maintained
- the doors and windows are kept securely closed and locked; and
- it is kept clear of any debris including mail;

Otherwise this endorsement is null and void.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

VACATION TRAILER COVERAGE

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ CAREFULLY.

This coverage is added under Section I – Property Coverage, Coverage C – Personal Property.

THE AGREEMENT

If your declaration indicates Vacation Trailer Coverage is included, we will pay for direct physical loss or damage to your described vacation trailer up to the amount of insurance shown on your declaration.

ADDITIONAL CONDITION

If you acquire another vacation trailer to replace the vacation trailer currently described on your declaration, we will insure the newly acquired vacation trailer for a period not exceeding 30 days from the date of acquisition. We will pay the lesser of:

- the amount of insurance shown on your declaration; or
- the invoice cost of the replacement vacation trailer.

WHAT IS EXCLUDED

In addition to the items outlined in Section I – What Is Excluded, we do not insure:

- motorized vehicles, motors, aircraft, watercraft, electric bicycles or other means of transportation including their furnishings, equipment or accessories;
- vacation trailers rented to others;
- vacation trailers in transport on water except by regular ferries;
- dishonesty of any person entrusted with care, custody or control of the described vacation trailer.

This exclusion does not apply where the person is a carrier for hire.

ADDITIONAL COVERAGES

The following Additional Coverages are subject to the exclusions, limitations and conditions of this endorsement.

Attachments and Private Structures

We will pay for loss or damage to private structures and attachments, including permanently installed outdoor equipment on the location where your described vacation trailer is situated, caused by an insured event.

This coverage does not increase the amount of insurance shown on your declaration for your described vacation trailer.

Debris Removal

We will pay the actual cost of debris removal expenses for your vacation trailer in the event of a total loss on a reimbursement basis up to $1,000 per occurrence.
This is additional insurance with no deductible.

Emergency Roadside Service Expense

If your vacation trailer becomes disabled and you incur emergency road service expenses, we will reimburse up to $1,000 per occurrence provided you submit to us all receipted bills and acceptable evidence of loss.

This coverage does not extend to the towing vehicle, nor will we pay for any parts, tires or supplies.
This is additional insurance.
No deductible applies to this coverage.

Loss of Use
If your trailer suffers an insured loss and is unfit for use, we will pay up to $1,000 per occurrence towards:

- the rental cost of a replacement vacation trailer of similar kind and quality; or
- reimbursement of prepaid deposits and camp site reservations that cannot be refunded for the time period, or
- the reasonable expense to return your vacation trailer back to your premises.

This is additional insurance.

Personal Property
Your personal property that is located at or being used with your described vacation trailer is included up to 25% of the amount of insurance shown on your declaration for your vacation trailer.
This is additional insurance.
Your vacation trailer deductible applies to this coverage.

BASIS OF SETTLEMENT

For insured loss or damage to vacation trailers less than 11 years of age, attachments and private structures and personal property, we will pay the lesser of the:
a) Actual cost of repairs;
b) Actual cost of replacement;
c) Amount of insurance on your declaration.

However, if you are the original purchaser of the vacation trailer, the loss occurs within 24 months from the original purchase date and the trailer is insured to 100% of the original purchase price, we will pay the full cost of replacement; even if it is more than the amount of insurance on your declaration.

If the lost or damaged property is not repaired or replaced, or the vacation trailer is 11 years of age or older, we will pay the lesser of the:
a) Actual cash value of the estimated repairs;
b) Actual cash value of the estimated replacement;
c) Amount of insurance on your declaration.

If you later decide to repair or replace the vacation trailer which is less than 11 years of age, or any of the lost or damaged attachments and private structures or personal property, you may make an additional claim for the difference between the actual cash value and the replacement cost, provided it is done within 180 days of the date the actual cash value payment was made.

DEDUCTIBLE

Your deductible for this endorsement is as shown on your declaration.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.

Please note: We have updated certain coverage wordings that may apply to your insurance policy. Insurance policies dated June 2020 or later that contain coverage endorsements may look different because they now reference new titles. There may be instances where certain coverage wordings within your policy will not yet reflect these changes. We have provided the following guide to help you understand how the updated titles apply:

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- Updated Title: Section I – What is Excluded   Original Title: Section I – Loss or Damage not Insured

VANDALISM BY TENANT COVERAGE

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

This coverage is added under Section I – Property Coverage.

THE AGREEMENT

If your declaration indicates Vandalism by Tenant Coverage is included, we agree to pay for direct physical loss or damage to your insured property intentionally caused by:

- your tenant;
- member of your tenant's household; or
- another person at the direction of either your tenant or member of your tenant's household.

EXCLUSIONS

The following events are not considered Vandalism by Tenant and are excluded from this coverage:

- damaged caused by or at the direction of you, any member of your household, or by a residence employee;
- damage caused by property you own, or in your care, custody or control;
- accidental loss or damage;
- damage to property undergoing any process or while being worked on, where the damage results from such process or work. However, any resulting damage to other property by an insured event is covered;
- damage caused directly or indirectly by the growing, manufacturing, sale or distribution of any drug, narcotic, or illegal substance including alterations to the premises to facilitate such activity;
- damage caused or contributed to by poor housekeeping or lack of maintenance;
- abandonment of any property not owned by you.

DEDUCTIBLE

We will only pay that part of the loss that exceeds the deductible shown on your declaration for the location where this coverage applies.

This endorsement does not change any other limits, terms, conditions, provisions, Key Words, and exclusions of your policy.