

# *Mennonite Mutual Fire Insurance Company of Saskatchewan*

## **PERSONAL LINES**

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**HOMEOWNERS, TENANTS, CONDOMINIUM UNIT OWNERS  
PERSONAL INSURANCE POLICY**

Your complete policy is made up of this booklet and the Coverage Summary page(s) provided to you. This policy consists of four sections:

**Section I** describes insurance on your dwelling, outbuildings and personal property.

**Section II** describes insurance for your legal liability to others because of unintentional “Bodily Injury” or “Property Damage”.

**Section III** contains endorsements which may apply to your insurance and may extend or limit your coverage.

**Section IV** contains Conditions which apply to all Sections of this policy.

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

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

This policy is a legal contract which has been designed for you, based on the occupancy, use, services, utilities, and other circumstances pertinent to your property which you disclosed to your broker or agent at the time you completed your application. When there is a change to any of these circumstances, be sure to notify your broker or agent accordingly.

Your policy ends at one minute after midnight on the last day of each period of insurance. The period of insurance is shown on your Coverage Summary page.

**In the event of loss or damage to your property, notify your broker or us immediately.**

**AGREEMENT**

We provide the insurance described in this policy in return for payment of the premium and subject to all the terms, conditions exclusions and limitations set out.

**DEFINITIONS** (as used throughout this policy):

**“You”, “your” or “the insured”** means the person(s) named as insured on the Coverage Summary page and, while living in the same household, his or her spouse, the relatives of either or any person under the age of 21 in their care. Spouse is as defined in the *Miscellaneous Statutes (Domestic Relations) Amendment Act, 2001*. Only the person named on the Coverage Summary page may take legal action against us.

**“We”, “us” or “the insurer”** means the *Mennonite Mutual Fire Insurance Company of Saskatchewan*.

**“Coverage Summary page”** includes any schedule of insured property which may form part of this policy.

**SECTION I - HOMEOWNERS, TENANTS AND  
CONDOMINIUM UNIT OWNERS PROPERTY COVERAGE**

**DEFINITIONS** (Applicable to Section I)

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

**“Condominium Corporation”** means a condominium or strata corporation established under provincial legislation.

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

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

**“Data Problem”** means:

1. erasure, destruction, corruption, misappropriation or misinterpretation of “Data”;
2. error in creating, amending, entering, deleting or using “Data”; or
3. inability to receive, transmit or use “Data”; or
4. damage to electronic data processing equipment or other related component system, process or device.

**“Dwelling”** means the building or, if you are a tenant that portion of the building, at the location described on the Coverage Summary page, occupied by you as a private residence. “Building”, as used in this definition, includes a Mobile Home.

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

“**Homeowner**” means an owner of a freehold dwelling or the owner of a Mobile Home.

“**Household Appliance**” means an appliance or a device or apparatus for personal use on the “premises” for the purpose of containing, heating, chilling or dispensing water and including an aquarium.

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

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

“**Insured Peril**” means a cause of loss or damage as described and limited and for which you are insured under this section of the policy.

“**Leakage**” means the accidental entry, escape or release of water or other fluid through a gap, flaw or other opening.

“**Premises**” means:

- (i) in the case of a Homeowner, the Dwelling and the land contained within the lot lines on which the dwelling is located;
- (ii) in the case of a Tenant or Condominium Unit Owner, the Dwelling or Unit and includes garages, outbuildings and
- (iii) private approaches and storage spaces reserved for your use or occupancy only.

“**Residence Employee**” means a person employed by you to perform household or domestic duties in connection with the maintenance or use of your dwelling or unit. This does not include persons while performing duties in connection with your business.

“**Seepage**” means the movement or oozing of water or other fluid through openings, cracks or pores.

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

“**Student**” means any student insured by this policy, who is temporarily living away from home for the purpose of attending a school, college or university. The student must be dependent on the Named Insured or his or her spouse for support and maintenance and must intend to return to the principal residence upon completion of the school year in order for coverage on this policy to extend to him/her.

“**Tenant**” means one who rents property from another for dwelling purposes.

“**Unit**” means condominium unit, strata lot or exclusive portion described in the Condominium Declaration or Co ownership Declaration occupied by you as a private residence.

“**Vacant**” or “**Vacancy**”: means the occupant(s) has/have moved out with no intent to return. A dwelling or unit is considered vacant when it is not being used by anyone as their usual place of residence. This does not apply in the case of a seasonal dwelling. A seasonal dwelling is vacant if most of the furnishings have been removed. A newly constructed dwelling is vacant after its construction and before the occupants move in.

“**Volunteer**” means any person who donates time to an organization for a charitable purpose or in direct service to the general public or the community.

## COVERAGES

The amounts of insurance are shown on the Coverage Summary page. These amounts include

1. **Debris Removal**: the cost of cleaning and removal of debris of the property insured by this section of the policy, as a result of an Insured Peril. If you must remove property from your premises to protect it from loss or damage, it is insured for **30 days** or until the term of this policy ends, whichever occurs first. The amount of insurance will be divided in the proportions that the value of the property removed bears to the value of all property at the time of the loss.
2. **Tear Out (Applicable to Dwelling Building)**: If any walls, ceilings or other parts of insured buildings or structures must be torn apart before insured water damage from a plumbing, heating, air conditioning or sprinkler system or domestic appliance can be repaired, we will pay the cost of such repairs. The cost of tearing out and replacing property to repair damage related to outdoor swimming pools, hot tubs, spas or similar installations or public water mains, is not insured.

**DWELLING BUILDING (applicable to a Homeowner only)** We insure:

1. the dwelling described on the Coverage Summary page for which an amount of insurance is shown, including its attached structures.
2. permanently installed outdoor equipment on the premises. This includes fences, but not fences

- used in connection with business or farming activities.
- 3. outdoor swimming pool and attached equipment on the premises.
- 4. materials and supplies located on or adjacent to the premises intended for use in construction, alteration or repair of your dwelling or private structures on the premises, other than private structures to be used in whole or in part for business or farming purposes.

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

**OUTBUILDINGS** (applicable to a homeowner, mobile homeowner or seasonal homeowner only) We insure detached structures or outbuildings on your premises, separated from the dwelling by a clear space, but not insured under Dwelling Building. We will pay up to the amount specified on the Coverage Summary Page. If they are connected to the dwelling by a fence, utility line or similar connection only, they are considered to be detached structures. We do not insure structures or outbuildings used in whole or in part or designed for business or farming purposes or used or designed for use mainly as a place of residence. We do not insure hydronic yard furnaces, the building they are housed in, nor any contents located in the building. This includes but is not limited to wood and or coal fired water boilers. We do not insure tarp or fabric type shelters or buildings. If the insured dwelling is a Seasonal Dwelling, we also insure boathouses, docks and piers not on your premises but located elsewhere in the same resort area as the dwelling. The amount of insurance on outbuildings and detached private structures at Seasonal Residence premises, including boathouses, docks and piers elsewhere in the same resort area, is limited to 10% of the amount of insurance specified for the Seasonal Dwelling.

**PERSONAL PROPERTY** (This coverage also applies to “Seasonal Dwelling Contents” if shown on the Coverage Summary page)

Note: Insurance on certain kinds of property may be limited or not covered. Please refer to the sections headed “Personal Property with Special Limits of Insurance” and “Property Not Insured”.

1. **Personal Property on your premises:** We insure the contents of your dwelling or unit and other personal property you own, wear or use, while on your premises at the location shown on the Coverage Summary page, usual to the ownership or maintenance of a private dwelling. We will pay up to the amount specified on the Coverage Summary Page. If you wish, you may apply up to 10% of the amount of insurance on your personal property to cover uninsured personal property of others while it is on that portion of your premises which you occupy. We do not insure property of tenants, roomers or boarders who are not related to you.
2. **Personal Property away from your premises:**
  - a) We insure the personal property of any unmarried person financially dependent on you who is a student attending an educational institution away from your home. The amount of insurance available is 10% of the limit shown under Personal Property but not more than \$7,500 for each such student, unless otherwise stated on the Coverage Summary page.
  - b) We insure the personal property of a parent or family member who is dependent on you for support and maintenance, while residing in a nursing home or other health care facility. The amount of insurance available is up to a limit of **\$7,500**.
  - c) We insure your personal Property while you are moving from your Principal Residence premises shown on the Coverage Summary page to a new dwelling anywhere in Canada. If you have personal property in more than one location, the amount of insurance will be divided in the proportions that the value of property in each location has to the value of all your personal property at the time of the loss. Your personal property, while you are moving, will be covered only for a period of 30 days commencing on the date you first started moving or until the term of this policy ends, whichever occurs first.
  - d) We insure your personal property you normally keep throughout the year at your premises while it is temporarily away from your premises anywhere in the world. Personal Property normally kept at any other location you own, rent or occupy is not insured.
  - e) If you wish, you may apply up to \$10,000 of the amount of insurance on your personal property to property of others while in your possession anywhere in the world.
  - f) Personal property in storage away from your premises is covered for a period of 30 consecutive days only, from the date the property is placed in storage, unless otherwise shown on the Coverage Summary page. This limitation does not apply to:
    - 1) Property stored in an occupied private residence, or;
    - 2) Clothing, golf cart, watercraft or outboard motors in seasonal storage.

**ADDITIONAL LIVING EXPENSE** (This coverage does not apply to a Seasonal Residence) Up to 20% of the amount shown under Personal Property can be used towards Additional Living Expense. The amount of insurance for Additional Living Expense is the total amount for any one or a combination of the following coverages. The periods of time stated below are not limited by the expiration of this policy.

1. **Additional Living Expense:** If an insured peril makes your dwelling or unit unfit for occupancy, or you have to move out while repairs are being made, we insure any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living. Payment shall be for the reasonable time required to repair or rebuild your dwelling or unit or, if you permanently relocate, the reasonable time required for your household to settle elsewhere.
2. **Fair Rental Value:** If an Insured Peril makes that part of the dwelling, outbuildings or unit rented to others or held for rental by you unfit for occupancy, we insure its fair rental value. Payment shall be for the reasonable time required to repair or replace that part of the dwelling, outbuilding or unit rented or held for rental. "Fair Rental Value" shall not include any expense that does not continue while that part of the dwelling, outbuilding or unit rented or held for rental is unfit for occupancy.
3. **Civil Authority:** If a civil authority prohibits access to your dwelling or unit, we insure any resulting Additional Living Expense and Fair Rental Value for a period not exceeding two weeks, if such prohibited access is as a result of an Insured Peril causing damage to your or neighbouring premises.
4. **Emergency Evacuation:** We will pay any necessary and reasonable increase in living expense incurred by you while access to your dwelling is prohibited by order of civil authority, but only when such order is given for evacuation as a direct result of a sudden and accidental emergency. We will pay these costs up to two weeks. You are not insured for any claim arising from evacuation resulting from:
  - (a) flood meaning waves, tides, tidal waves and the rising of, the breaking out or the overflow of, any body of water, whether natural or man-made;
  - (b) earthquake;
  - (c) war, invasion, act of a foreign enemy, declared or undeclared hostilities, civil war, rebellion, revolution, insurrection or military power;
  - (d) any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material.We do not insure loss, damage or expense caused by the cancellation of a lease or agreement.

#### **ADDITIONAL COVERAGES**

**CREDIT OR DEBIT CARD, Automated Teller Cards, Electronic Funds Transfer Cards, Calling Cards, Forgery and Counterfeit Money:** We will pay up to \$2,000 for your legal obligation to pay because of the unauthorized use of credit or debit cards, automated teller cards, library or video cards used for deposit, withdrawal or transfer of funds, issued to you or registered in your name, which have been lost or stolen. We'll even pay for losses which occur while this policy is in effect and which are not discovered up to one year after its cancellation or termination. You must comply with all the conditions under which the card was issued and notify the company, bank or trust company as soon as you discover the loss. We do not cover loss caused by a resident of your household or a person who has been entrusted with the card. We will also pay up to \$1,000 for any loss you sustain caused by forgery or alteration of any cheque or negotiable instrument. We have the option to defend you at our expense against any suit for the enforcement of payment under this coverage. We will pay any loss sustained through your acceptance in good faith of counterfeit United States or Canadian paper currency up to \$50 for any one transaction and a total of \$100 in any one year. We do not pay for any loss for any of the above arising out of business pursuits unless from the unauthorized use of a credit card or automated teller card issued or registered to you for which you are personally liable. We do not pay for any loss arising out of your dishonesty. We may make any investigation and settle any claim or suit that we decide is appropriate. Our obligation to defend any claim or suit ends when the amount we pay for the loss equals the limit of liability. No deductible applies to this coverage.

**FIRE DEPARTMENT CHARGES** - We will pay up to \$500, or such other amount as may be specified on the Coverage Summary page, for your liability for fire department charges incurred when a municipal Fire Department is called to save or protect property insured under this section of your policy or to protect your property or property of others adjacent to your premises. No deductible applies to this coverage.

**IDENTITY THEFT** – We will pay up to the amount specified on the Coverage Summary page, to include reimbursement of cost you actually incur as a result of an Identity Fraud Occurrence. Identity Fraud means the act or acts of knowingly transferring or using, without lawful consent or authority, your means of identity which constitutes a violation of any federal, provincial, territorial or municipal law. Identity Fraud Occurrence means any act or series acts of Identity Fraud by a person or group which results in an insured loss during the policy period. Reasonable costs include:

1. Reasonable costs associated with registered mail to businesses, law enforcement agencies, financial institutions, credit agencies and similar credit grantors.
2. Fees for the re-application of loans which had been declined as a result of incorrect or erroneous information.
3. The reasonable costs or expenses (including mileage, associated parking costs, taxi cab fees or public transit fees) incurred for notarizing affidavits for financial institutions, credit agencies, credit grantors or similar lenders.
4. The reasonable costs or expenses (including mileage, associated parking costs, taxi cab fees or public transit fees) incurred for notarizing affidavits for law enforcement agencies.
5. Long distance telephone expenses to discuss an actual **Identity Fraud Occurrence** to businesses, law enforcement agencies, financial institutions, credit agencies and similar credit grantors .
6. Earnings lost resulting from necessary time away from your employment for the purposes of completing affidavits and meeting with credit agencies, similar credit grantors, law enforcement departments, financial institutions, merchants and legal counsel, up to \$250 per day to a maximum of \$2,000, for each **Identity Fraud Occurrence** or as stated on the Coverage Summary page.
7. Reasonable costs, fees or expenses associated with the replacing of Canadian or Provincial Government issued documents as a result of an **Identity Fraud Occurrence**.
8. Reasonable legal fees incurred directly as a result of an **Identity Fraud Occurrence**, with prior notice to us for:
  - a) The removal of any criminal or civil judgements wrongly entered against you.
  - b) To challenge the information in your consumer credit report.
  - c) The defence of lawsuits brought against you by businesses or their collection agencies.
9. We will reimburse you for the reasonable cost of obtaining up to two credit reports after an **Identity Fraud Occurrence** has been reported to us, for a period of up to 12 months from the date of the reporting of the occurrence, but not limited by the expiry date of the policy.

We do not insure your fraudulent, dishonest, or criminal acts; your own use of your identity; your commercial or business pursuits; your intentional misuse of your identity; or any fraudulent, dishonest, criminal or intentional misuse of your identity by any resident of your household. Nor do we insure any losses covered under the **CREDIT OR DEBIT CARD, Automated Teller Cards, Electronic Funds Transfer Cards, Calling Cards, Forgery and Counterfeit Money** coverage already available in the underlying policy. Nor any losses covered by credit card insurance, bank insurance or other coverage available to you. This endorsement will be secondary with other insurance being primary. This endorsement will only apply once the other insurance available to you has been exhausted.

No deductible applies to this coverage.

In addition to the requirements outlined on the policy to which this endorsement attaches, you are required to contact your local law enforcement agency of the **Identity Fraud Occurrence**.

**INFLATION PROTECTION:** During the term of this policy, we will automatically change the limits of insurance on Dwelling Building, Detached Private Structures and Personal Property by the percentage shown on the Coverage Summary page. The limits will be adjusted by a portion of the Inflation Protection Percentage up to but not exceeding:

- 25% - 3 months after the current effective date
- 50% - 5 months after the current effective date
- 75% - 7 months after the current effective date
- 100% - 9 months after the current effective date

Effective on renewal date, we will automatically change the limits of insurance shown on the Coverage Summary page in the same way.

If, at your request, we change the limit of insurance on any coverage shown on the Coverage Summary page, we will apply this Inflation Protection on the changed limits of insurance from the date the change is made. This clause does not apply to mobile homes .

**LOCK REPLACEMENT** - We will pay up to \$1,000. for the replacement of lock(s) or the cost of changing the key combination in your lock set on the Dwelling or outbuilding(s) if their keys are stolen. No deductible applies to this coverage. Your policy must cover the peril of theft for this coverage to apply.

**OUTDOOR TREES, SHRUBS, PLANTS, LAWNS AND LANDSCAPING MATERIAL:** (This coverage does not apply to a Seasonal Residence) - If you are a Homeowner, you may apply up to 5% in all of the amount of insurance on your dwelling to outdoor trees, shrubs, plants, lawns or landscaping material on your premises. Or if you are a Condominium Unit Owner, you may apply up to 5% in all of the amount of insurance on your Personal Property to outdoor trees, shrubs or plants on your premises. We will not pay more than \$1,000 for any one tree, shrub, plant, lawn or landscaping material, including debris removal expenses. We insure these items only against loss caused by fire, lightning, explosion, impact by aircraft or land vehicle, riot, vandalism and malicious acts, all as described and limited under "Insured Perils" in Homeowners Form A.

We do not insure:

1. trees, shrubs, plants, lawns or landscaping material grown or used for commercial purposes;
2. trees, shrubs, plants, lawns or landscaping material located more than 61 meters (200 feet) from the dwelling building.

**PROPERTY PROTECTION COVERAGE** - We will pay for property that is damaged or used trying to protect your dwelling, outbuildings, or personal property from a loss. For example, we will pay to recharge your or someone else's fire extinguisher if it was used to fight a fire on your premises. We will not pay for property owned by a fire department. The amount we pay under this coverage is in addition to the amounts shown on the Coverage Summary page.

**TEMPERATURE CHANGE (Personal Property)** - We insure your personal property when damage is caused by a change of temperature that results from physical damage to your dwelling, unit or equipment by an Insured Peril. This only applies to personal property in the dwelling or unit.

#### **ADDITIONAL COVERAGES FOR TENANTS AND CONDOMINIUM UNIT OWNERS**

**CONDOMINIUM BUILDING DEDUCTIBLE ASSESSMENT COVERAGE** - If you are a condominium unit owner, we will pay for a deductible assessed to you by the condominium corporation resulting from loss or damage to your condominium unit or common property up to a maximum limit of \$25,000. The loss must be caused by a peril for which you are insured and the deductible shown on the Coverage Summary page would apply.

**CONDOMINIUM UNIT OWNERS LOSS ASSESSMENT COVERAGE** - If you are a condominium unit owner, we will pay an additional amount up to 250% of the amount shown for personal property on the Coverage Summary page, for your share of any special assessment, if:

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

We do not pay for any part of an assessment made necessary by a deductible in the insurance policy of the Condominium Corporation. We will only pay in excess of any other insurance covering the collective interest of the condominium unit owners.

**CONDOMINIUM UNIT OWNERS CONTINGENT INSURANCE** - If you are a Condominium Unit Owner, we insure your unit against direct loss or damage by an Insured Peril, if the Condominium Corporation has no insurance, its insurance is inadequate, or is not effective. We do not insure:

1. improvements and betterments made or acquired by you;
2. theft or attempted theft of any property:
  - a. which at the time of the loss is not part of your unit,
  - b. in or from your unit while it is under construction, or of materials or supplies for use in its construction, until your unit is completed and ready to be occupied.

The amount of insurance applicable to this coverage is up to 250% of the amount shown for personal property or such other amount as may be specified on the Coverage Summary page.

**DAMAGE TO DWELLING** - If you are a tenant, you may apply up to \$500. of the insurance on your Personal Property to pay for damage, not including fire damage:

1. to the dwelling directly caused by theft or attempted theft;
2. to the interior of the dwelling directly caused by vandalism or malicious acts;
3. to the interior of the dwelling directly caused by accidental escape of water from a waterbed.



**IMPROVEMENTS AND BETTERMENTS** - If you are a Tenant or Condominium Unit Owner, we also insure improvements and betterments made by you or acquired at your expense, including:

1. any building, structure or swimming pool on the premises;
2. permanently installed flooring in your unit that is part of the building but not insured by the condominium corporation.
3. materials or supplies on the premises for use in such improvements or betterments. The amounts of insurance are as follows:

If you are a tenant, we will pay up to 10% of the amount of insurance on your Personal Property, or such other amount as may be specified on the Coverage Summary page.

If you are a Condominium Unit Owner, we will pay up to 100% of the amount shown for personal property, or such other amount as may be specified on the Coverage Summary page.

The loss or damage must be caused by a peril for which you are insured.

### **PERSONAL PROPERTY WITH SPECIAL LIMITS OF INSURANCE**

For the following kinds of property, we will not pay more than the amounts stated. We insure:

| <b>Personal Property Type</b>  | <b>Total Coverage Limits Up To</b> |
|--|------------------------------------|
| jewellery, watches, gems, fur garments and garments trimmed with fur;                          | \$10,000                           |
| numismatic property (such as coin collections);  | \$500                              |
| manuscripts, stamps and philatelic property (such as stamp collections);                       | \$2,500                            |
| tapes, discs, records or other media, while in or on motor vehicles, watercraft or aircraft;   | \$500                              |
| silverware, meaning silverware, silver-plated ware, goldware, gold-plated ware and pewterware; | \$10,000                           |
| any one bicycle, including its equipment and accessories.                                      | \$1,000                            |

**The above mentioned limits do not apply to loss or damage caused by any of the ‘Specified Perils’ listed in this part.**

We also insure:

| <b>Personal Property Type</b>   | <b>Total Coverage Limits Up To</b> |
|---|------------------------------------|
| securities;   | \$5,000                            |
| money or bullion;   | \$500                              |
| watercraft, their equipment, furnishings, accessories and motors. These are insured only for ‘Specified Perils’ and theft or attempted theft. Loss or damage by windstorm or hail is insured only if they were inside a fully enclosed building, except for canoes and rowboats which are insured while in the open on your premises; | \$3,000                            |
| books, tools, and instruments pertaining to a business, profession or occupation, but only while on your premises. Other business property, including samples and goods held for sale, is not insured;  | \$5,000                            |
| computer software. We do not insure the cost of gathering information or data;  | \$5,000                            |
| trading and collectible cards (including, but not limited to, sports cards), comic books and sports memorabilia;  | \$2,500 / \$200<br>any one item    |
| Medi chairs, motorized lawn mowers, other motorized gardening equipment and snow blowers, including attachments and accessories;  | \$5,000                            |
| Spare Automobile parts and accessories  | \$1,000                            |

### **INSURED PERILS, LIMITATIONS & EXCLUSIONS**

#### **I. HOMEOWNERS FORM A, TENANTS AND CONDOMINIUM UNIT OWNERS PACKAGE I**

**Insured Perils** - If the Coverage Summary page specifies - **Homeowners Form A**, or **Tenants and Condominium Unit Owners Package I**, we insure against direct loss or damage to insured property caused by the following perils as described and limited, subject to all the exclusions, limitations, terms and conditions of this policy:

1. Fire or Lightning;
2. Explosion or Implosion;

3. Smoke: This peril means smoke due to a sudden, unusual and/or faulty operation of any heating or cooking unit in or on the premises.
4. Falling Object: This peril means a falling object which strikes the exterior of a building but not objects which strike the building because of a snowslide, landslide or any other earth movement.
5. Impact by Aircraft or Land Vehicle;
6. Vandalism or Malicious Acts: This peril does not include loss or damage:
  - a. occurring while the dwelling or unit is under construction or vacant even if permission for construction or vacancy has been given by us;
  - b. caused by you, members of your household or your employees;
  - c. caused by any tenant, tenant's guest, tenant's employee or member of the tenant's household. "Tenant" includes any person who has your permission to occupy your dwelling or unit or any part of it;
  - d. caused by theft or attempted theft.
7. Riot;
8. Water Escape, Rupture, or Freezing: This peril means:
  - a. accidental discharge or overflow of water or steam from within a plumbing, heating, sprinkler or air conditioning system, domestic appliance, waterbed, swimming pool or attached equipment and public watermains;
  - b. sudden and accidental bursting, tearing apart, cracking, burning or bulging due to the pressure of water or steam, or lack of water or steam, in a plumbing, heating, sprinkler or air conditioning system or an appliance for heating water;
  - c. freezing of any part of a plumbing, heating, sprinkler or air conditioning system or domestic appliance within a building or unit heated during the usual heating season;
  - d. water which enters through an opening which has been created suddenly and accidentally by an insured peril;

**This peril does not include damage:**

  - a. caused directly or indirectly by continuous or repeated seepage or leakage;
  - b. caused directly or indirectly by ground water or rising of the water table;
  - c. caused directly or indirectly by surface waters, unless the water escapes from a watermain or swimming pool;
  - d. caused directly or indirectly by backing up or escape of water from a sewer or drain, sump or septic tank, eavestrough or downspout connected to your sewer or from drains or public sewers outside your dwelling;
  - e. to the system or appliance caused by rust, corrosion or deterioration;
  - f. to public watermains or outdoor plumbing systems and equipment attached, including but not limited to swimming pools, hot tubs, spas and similar installations;
  - g. occurring while the building or unit is under construction or vacant even if we have given permission for construction or vacancy;
  - h. caused directly or indirectly by freezing which occurs during the usual heating season if you have been away from your premises more than **ten** consecutive days. However, if you had arranged for a competent person to enter your dwelling or unit daily to ensure that heating was being maintained or if you had shut off the water supply and had drained all the pipes and appliances, or if you have your dwelling electronically monitored 24 hours a day by a company that monitors and responds to water, flood or a low temperature signal, you would still be insured. Under this peril a plumbing system does not include sewers, sumps, septic tanks, weeping tile, eavestrough or downspouts. We will repair or replace any parts of the building, if you are a Homeowner, or your improvements and betterments, if you are a tenant or condominium unit owner, that must be removed or torn apart before any insured damage can be repaired, except damage related to an outdoor swimming pool, hot tub, spa or similar installation or equipment attached, or public watermains.
9. Windstorm or Hail: This peril does not include loss or damage to your personal property or improvements and betterments within a building or to the interior of a building caused by windstorm, hail, snow, sleet, sand or dust or coincidental rain damage, unless the storm first creates an opening in the building. We cover damage to watercraft and their equipment caused by windstorm or hail only while they are inside a fully enclosed building. This limitation does not apply to rowboats and canoes on the premises. This peril does not include:
  - a. damage due to waves, flood, waterborne objects or the weight or pressure or melting of ice or snow, whether driven by wind or not;
  - b. damage to a building, except a mobile home, while raised off its foundation;
  - c. damage to a building while being moved or otherwise in course of transit;

- d. any dent damage to the outer metal covering of a mobile home, unless the metal is punctured (pierced to make an opening in the metal roofing or siding);
10. Theft, including Damage Caused by Attempted Theft: This peril does not include loss or damage:
  - a. which happens at any other dwelling you own, rent or occupy, except while you are temporarily living there;
  - b. caused by an employee, tenant, or member of a tenant's household. "Tenant" includes any person who has your permission to occupy your dwelling or unit or any part of it;
  - c. to property in or from a dwelling or unit under construction until the dwelling or unit is completed and ready to be occupied;
  - d. to jewellery, gems, watches, fur garments and garments trimmed with fur, securities, numismatic property, manuscripts, stamps or philatelic property at any seasonal residence premises, if such property is normally kept there throughout the year, even if an amount of insurance is specified for "Seasonal Dwelling Contents".
11. Transportation: This peril means loss or damage caused by collision, upset, overturn, derailment, stranding or sinking of any automobile or attached trailer in which the insured property is being carried. This would also apply to any conveyance of a common carrier. This peril does not include loss or damage to any watercraft, their furnishings, equipment or motors.
12. Glass Breakage: If you are a Homeowner or a Condominium Unit Owner, we insure glass that forms part of your dwelling or unit and, if you are a Homeowner, glass forming part of private structures on your premises, including glass in storm windows and doors, against accidental or malicious breakage. If you are a Condominium Unit Owner we only cover if you are held responsible for the damage by the condominium corporation's by-laws or it is part of your improvements and betterments. This peril does not include loss or damage occurring while a building or unit is under construction or vacant even if permission for construction or vacancy has been given by us.
13. Collapse: We insure loss or damage due to the collapse of a foundation wall, floor, or roof of your dwelling or outbuilding caused by any of the following:
  - a. a peril insured under this Rider;
  - b. the weight of contents, equipment or people,
  - c. the weight of rain, snow, ice or sleet on the roof.
 This peril does not include loss or damage to an outdoor swimming pool, hot tub, spa or similar installation or attached equipment.
14. Earthquake, including snowslide, iceslide, landslide or other earth movements occurring concurrently with and directly resulting from an earthquake shock.
15. Power Fluctuation Coverage: We insure against the sudden and accidental loss or damage caused by artificially generated electrical current.

**EXCLUSIONS - LOSS OR DAMAGE WE DO NOT INSURE**

Listed below are certain kinds of property and losses we do not insure.

**PROPERTY NOT INSURED** - We do not insure:

1. outdoor trees, shrubs, plants and lawns, except as provided for under "Additional Coverages";
2. buildings, units or structures used in whole or in part or designed for business or farming purposes unless such use is declared on the Coverage Summary page;
3. hydronic yard furnaces, the building they are housed in, nor any contents located in the building (this includes but is not limited to wood and or coal fired water boilers), unless such units and buildings are declared on the Coverage Summary page;
4. books of account and evidences of debt or title;
5. motorized vehicles, trailers and aircraft or their equipment, but motorized wheelchairs, watercraft, motorized lawnmowers, other motorized gardening equipment, golf carts and snow blowers are insured. "Equipment" includes audio, visual, recording or transmitting equipment powered by the electrical system of a motor vehicle or aircraft;
6. business property, including samples and goods held for sale, except as provided under "Special Limits of Insurance";
7. property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
8. property illegally imported, acquired, kept, stored or transported;
9. property away from your premises for the purpose of exhibition;
10. buildings and/or structures, and their contents, used in whole or in part for the cultivation, harvesting, processing, manufacture, distribution or sale of marijuana or any product derived from, or containing, marijuana or any other substance falling within the Schedules of the Controlled Drugs and Substances Act, whether or not the insured is aware of such use of the property.

11. wind turbine systems including all related equipment and structures manufactured for a rated power unless declared on the Coverage Summary page

**LOSSES NOT INSURED** - We do not insure:

1. losses, expenses or increased costs of repair or replacement directly or indirectly resulting from or contributed to by the operation of any law or ordinance regulating the zoning, demolition, repair, construction or reconstruction of buildings and their related services;
2. loss or damage to personal property while undergoing a process involving the application of heat, but resulting damage to other property is insured;
3. loss or damage occurring after your dwelling or unit has, to your knowledge, been vacant for more than 30 consecutive days;
4. loss or damage resulting from any intentional or criminal act or failure to act by:
  - a) any person insured by this policy; or
  - b) any other person at the direction of any person insured by this policy;
5. loss or damage caused directly or indirectly by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
6. loss or damage caused directly or indirectly by any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
7. the cost of gathering or assembling information or data for a computer software system;
8. the voluntary parting with title or ownership, whether or not induced to do so by any fraudulent scheme, trick, device or false pretence;
9. loss or damage caused by or resulting from contamination or pollution, or the release, discharge or dispersal of contaminants or pollutants;
10. loss or damage when a motorboat and/or personal watercraft is not operated in accordance with the Canada Shipping Act regulations governing age and horsepower restrictions and operator competency requirements;
11. loss or damage resulting from, contributed to or caused directly or indirectly by "Data Problem". However, if loss or damage caused by "Data Problem" results in the occurrence of further loss of or damage to insured property that is directly caused by "Specified Perils", this exclusion shall not apply to such resulting loss or damage;
12. loss or damage to or caused directly or indirectly by a domesticated animal, bird or fish you own or which is in your care;
13. accumulative damage, however caused.

### II. HOMEOWNERS FORM B

If the Coverage Summary page specifies - **HOMEOWNERS FORM 'B'**, we insure your property as follows:

1. if there is loss or damage to property insured under Dwelling Building, and/or Outbuildings, you are insured for such loss or damage under the terms and conditions of Homeowners Form 'A'.
2. if there is loss or damage to property insured under Personal Property, you are insured for such loss or damage under the terms and conditions of Homeowners Comprehensive Form 'D'.

### III. HOMEOWNERS FORM C

If the Coverage Summary page specifies - **HOMEOWNERS FORM 'C'**, we insure your property as follows:

1. if there is loss or damage to property insured under Dwelling Building, and/or Outbuildings, you are insured for such loss or damage under the terms and conditions of Homeowners Form 'D'.
2. if there is loss or damage to property insured under Personal Property, you are insured for such loss or damage under the terms and conditions of Homeowners Comprehensive Form 'A'.

### IV. HOMEOWNERS COMPREHENSIVE FORM 'D' AND TENANTS AND CONDOMINIUM UNIT OWNERS PACKAGE II

#### Insured Perils

If the Coverage Summary page specifies **Comprehensive Form 'D'** or **Tenants and Condominium Unit Owners Package II**, we insure against direct physical loss or damage to insured property subject to all the exclusions, limitations, terms and conditions of this policy.

#### ADDITIONAL COVERAGES

**Food Spoilage:** Under Personal Property, we will pay for loss or damage to food contained in a home freezer at your Principal Residence premises, resulting from a power failure, other interruption of

electrical power or mechanical breakdown of the home freezer. We do not insure loss or damage:

1. due to the deliberate manual disconnection of the electrical power supply to the freezer in which the food is kept; or
2. due to your failure to take all reasonable steps to prevent further loss or damage to the insured property.

Settlement of loss will not include any expenses incurred in the acquisition of the food.

### **SPECIFIED PERILS**

'Specified Perils' means the following, all as defined and limited under the Insured Perils of Homeowners Form A:

1. Fire or Lightning;
2. Explosion or Implosion;
3. Smoke;
4. Falling object;
5. Impact by Aircraft or Land Vehicle;
6. Vandalism or malicious Acts, excluding theft or attempted theft;
7. Riot;
8. Water Escape, Rupture, Freezing;
9. Windstorm or Hail;
10. Transportation.

**EXCLUSIONS** Listed below are certain kinds of property and losses we do not insure.

**PROPERTY NOT INSURED** - We do not insure:

1. outdoor trees, shrubs, plants and lawns, except as provided for under "Additional Coverages";
2. books of account and evidences of debt or title;
3. motorized vehicles, trailers and aircraft or their equipment; but motorized wheelchairs, watercraft, motorized lawnmowers, other motorized gardening equipment, golf carts and snow blowers are insured. "Equipment" includes audio, visual, recording or transmitting equipment powered by the electrical system of a motor vehicle or aircraft;
4. business property, including samples and goods held for sale, except as provided under "Special Limits of Insurance";
5. property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
6. property illegally imported, acquired, kept, stored or transported;
7. property away from your premises for the purpose of exhibition;
8. buildings, units or structures used in whole or in part or designed for business or farming purposes unless such use is declared on the Coverage Summary page;
9. hydronic yard furnaces, the building they are housed in, nor any contents located in the building (this includes but is not limited to wood and or coal fired water boilers) unless such units and buildings are declared on the Coverage Summary page;
10. buildings and/or structures, and their contents, used in whole or in part for the cultivation, harvesting, processing, manufacture, distribution or sale of marijuana or any product derived from, or containing, marijuana or any other substance falling within the Schedules of the Controlled Drugs and Substances Act, whether or not the insured is aware of such use of the property.
11. wind turbine systems including all related equipment and structures manufactured for a rated power unless declared on the Coverage Summary page

**LOSSES NOT INSURED** - We do not insure:

1. losses, expenses or increased costs of repair or replacement directly or indirectly resulting from or contributed to by the operation of any law or ordinance regulating the zoning, demolition, repair, construction or reconstruction of buildings and their related services;
2. marring or scratching of any property or breakage of eye glasses, glassware or any fragile or brittle articles, unless caused by a "Specified Peril", impact by watercraft or aircraft, or theft or attempted theft;
3. loss or damage caused directly or indirectly by wear and tear, deterioration, latent defect or mechanical breakdown, inherent vice, rust or corrosion, extremes of temperature, dampness of atmosphere, condensation, wet or dry rot, mould, fungi or spore(s), or contamination;
4. the cost of making good faulty design, material or workmanship;
5. cracking or falling of ceiling or wall plaster, unless caused by a peril not otherwise excluded by this policy;
6. accumulative damage however caused;
7. the cost of gathering or assembling information or data for a computer software system;
8. the voluntary parting with title or ownership, whether or not induced to do so by any fraudulent scheme, trick, device or false pretence;

9. loss or damage caused by or resulting from contamination or pollution, or the release, discharge or dispersal of contaminants or pollutants;
  10. any dent damage to the outer metal covering of any mobile home, unless the metal is punctured (pierced to make an opening in the metal covering or roofing).
- Also, we do not insure loss or damage:
11. occurring after your dwelling or unit has, to your knowledge, been vacant for more than 30 consecutive days;
  12. caused directly or indirectly by settling, expansion, contraction, moving, shifting, bulging, buckling or cracking, except resulting fire or explosion or damage to building glass. This exclusion does not apply to loss or damage insured under Insured Peril 8(b) - Homeowners Form A;
  13. caused directly or indirectly by birds, vermin, skunks, rodents, raccoons, moles, mice, moths and insects, except damage to building glass;
  14. to or caused directly or indirectly by a domesticated animal, bird or fish you own or which is in your care;
  15. resulting from any intentional or criminal act or failure to act by any person insured by this policy; or any other person at the direction of any person insured by this policy;
  16. caused directly or indirectly by smoke from agricultural smudging or industrial operations;
  17. caused directly or indirectly by snowslide, landslide, or other earth movement. If any of these results in fire or explosion we will pay only the resulting damage;
  18. to an outdoor swimming pool, hot tub, spa or similar installation, including attached equipment, or a public watermain or outdoor plumbing systems and attached equipment, caused by water escape, rupture, freezing, movement of ice or collapse;
  19. to retaining walls, driveways and sidewalks on your premises not constituting part of a building, unless the loss is caused by a 'Specified Peril';
  20. caused directly or indirectly by continuous or repeated seepage or leakage of water or steam from within a plumbing, heating, sprinkler or air conditioning system, domestic appliance, swimming pool, hot tub or its attached equipment or watermain;
  21. caused directly or indirectly by flood, surface water, spray, waves, tides, tidal waves, ice or waterborne objects, all whether driven by wind or not, unless the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached;
  22. caused directly or indirectly by water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through any sidewalk(s), driveway(s), foundation(s), wall(s), basement or other floor(s) or through any door(s), window(s) or any other opening(s), unless the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached;
  23. to improvements or betterments or to the interior of a building or its contents caused by water from rain, hail, sleet, snow, sand or dust, all whether driven by wind or not, unless the loss or damage is co-incident with a windstorm which first creates an opening in the building;
  24. caused directly or indirectly by freezing of a plumbing, heating, sprinkler or air conditioning system or domestic appliance unless it happens within a building heated during the usual heating season and you have not been away from the insured premises for more than **ten** consecutive days. However, if you had arranged for a competent person to enter your dwelling daily to ensure that heating was being maintained or if you had shut off the water supply and had drained all the pipes and appliances, or if you have your dwelling electronically monitored 24 hours a day by a company that monitors and responds to a low temperature signal, you would still be insured. If the loss or damage occurs while your building is under construction or vacant, you would not be insured, even if permission for construction or vacancy has been given by us;
  25. caused directly or indirectly by accidental discharge or overflow of water or steam from within a plumbing, heating, sprinkler or air conditioning system, domestic appliance, swimming pools, including hot tubs, spas and similar installations or equipment attached and public watermains, occurring while your dwelling or unit is under construction or vacant, even if permission for construction or vacancy has been given by us;
  26. caused directly or indirectly by sudden and accidental bursting, tearing apart, cracking, burning or bulging due to the pressure of water or steam, or the lack of water or steam, in a plumbing, heating, sprinkler or air conditioning system or an appliance for heating water occurring while the insured dwelling or unit is under construction or vacant even if permission for construction or vacancy has been given by us;
  27. caused by backing up or escape of water from a sewer or drain, sump or septic tank, eavestrough or downspout connected to your sewer or from drains or public sewers outside your dwelling;
  28. caused directly or indirectly by vandalism or malicious acts by any of your employees or by any

- tenant, tenant's guest, a tenant's employee or member of a tenant's household. "Tenant" includes any person who has your permission to occupy your dwelling or unit or any part of it;
29. caused directly or indirectly by theft or attempted theft:
    - a. which happens at any other dwelling you own, rent or occupy, except while you are temporarily living there;
    - b. by any employee, tenant or member of a tenant's household. "Tenant" includes any person who has your permission to occupy your dwelling or unit or any part of it;
    - c. of property at a dwelling or unit under construction until the dwelling or unit is completed and ready to be occupied;
    - d. of jewellery, gems, watches, fur garments and garments trimmed with fur, securities, numismatic property, manuscripts, stamps or philatelic property at any seasonal residence premises, if such property is normally kept there throughout the year, even if an amount of insurance is specified for "Seasonal Dwelling Contents";
  30. caused directly or indirectly by vandalism or malicious acts or glass breakage, occurring while your dwelling or unit is under construction or vacant even if permission for construction or vacancy has been given by us;
  31. to a building (except a mobile home) caused by windstorm or collapse while the dwelling is raised off its foundation;
  32. to a building, including a mobile home, while it is being moved or is otherwise in course of transit. this exclusion does not apply to a mobile home while being moved in an emergency to protect it when endangered by a peril insured by this Rider;
  33. to personal property undergoing any process or while being worked on, where the damage results from such process or work, but resulting damage to other property by an insured peril is insured;
  34. to sporting or hobby equipment where the loss or damage is due to its use;
  35. caused directly or indirectly by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
  36. caused directly or indirectly by any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
  37. We do not insure loss or damage resulting from, contributed to or caused directly or indirectly by "Data Problem". However, if loss or damage caused by "Data Problem" results in the occurrence of further loss of or damage to insured property that is directly caused by "Specified Perils", this exclusion shall not apply to such resulting loss or damage.
  38. Consisting of or caused directly or indirectly, in whole or in part, by any 'Fungi' or "Spores", or for the cost or expense for any testing, monitoring, evaluating or assessing of "Fungi" or "Spores".

### **BASIS OF CLAIM PAYMENT**

Dwelling Building, Outbuilding and Personal Property - (applicable to all Riders and Endorsements)

This part sets out certain rules, which apply in settling a claim for loss or damage to insured property. We will pay for insured loss or damage up to your financial interest in the property, but not exceeding the applicable amount(s) of insurance for any loss or damage arising out of any one occurrence. Any payment we make for loss or damage will not reduce the amounts of insurance provided by this policy.

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

**Building Replacement Cost - Optional Loss Settlement:** (This clause does not apply to Mobile Homes) If you are a Homeowner and there is loss or damage to a building insured under Dwelling Building or Outbuilding, you may choose as the basis of loss settlement either (A) or (B) below, provided:

1. You repair or replace the damaged or destroyed building within a reasonable time after the loss, and
2. You use materials of similar quality for repair or replacement, and
3. If replacement is necessary, you replace the building on the same site with a building to be used for the same occupancy, and
4. The Coverage Summary page does not indicate that the building is insured for "actual cash value", and
5. There is nothing elsewhere in this policy limiting the basis of claim payment to Actual Cash Value.

If all these provisions are not met, settlement will be as in (B).

(A) The cost of repairs or replacement (whichever is less) without deduction for depreciation, in which case, if the loss is over \$1,000., we will pay in the proportion that the applicable amount of insurance

bears to 80% of the “replacement cost” of the damaged building at the date of the damage, but not exceeding the actual cost incurred. “Replacement Cost” means the cost, at the time of the loss, of repairs or replacement (whichever is less) with new property of similar kind and quality, without deduction for depreciation.

(B) The “Actual Cash Value” of the loss or damage at the date of the occurrence. “Actual Cash Value” will take into account such things as the cost of replacement less any depreciation, and in determining depreciation we will consider the condition and resale value immediately before the loss or damage and the normal life expectancy.

**Condominium Unit Owners Contingent Insurance:** In case of loss or damage for which an amount is payable under the condominium Unit owners Contingent Insurance coverage provided by this policy, we will pay up to the applicable amount of insurance for insured loss or damage to your unit, less any amount recoverable from any insurance covering the collective interests of the unit owners, as follows:

1. If, within a reasonable time after the loss or damage, you repair or replace the loss or damage to your unit with materials of similar quality, we will pay for the actual cost of repairs or replacement (whichever is less) without deduction for depreciation;
2. If loss or damage is not repaired or replaced within a reasonable time, we will pay the Actual Cash Value of the loss or damage at the date of occurrence.

**Deductible:** We are responsible only for the amount by which the insured loss or damage exceeds the amount of the deductible shown on the Coverage Summary page in any one occurrence. If one occurrence could lead to the application of more than one deductible, only the largest deductible will apply.

**Dwelling Roofs:** Loss or damage caused by windstorm or hail to dwelling roofs over 20 years old will be settled on an Actual Cash Value basis.

**Guaranteed Replacement Cost:** If the Coverage Summary page indicates that Guaranteed Replacement Cost (GRC) applies, we agree to pay any insured loss under Dwelling Building, on the basis of the following:

1. Subject to paragraph 2 below, we agree to pay:
  - a. the actual cost reasonably incurred to repair or replace the building on the same site with materials of like kind and quality, without deduction for depreciation, even if this exceeds the amount of insurance specified for Dwelling Building on the Coverage Summary page., and
  - b. without increasing the amount of insurance, and only as a result of an insured peril, loss resulting from the demolition of any undamaged portion of the dwelling; or the cost of demolishing, and clearing the site of, any undamaged portion of the dwelling; or any increase in the cost of repairing, replacing, construction or reconstructing the dwelling on the same site arising from the enforcement of the minimum requirements of any by-law, regulation, ordinance or law which regulates zoning or the demolition, repair or construction of damaged dwellings and is in force at the time of such loss or damage  
We will not pay for losses caused by the enforcement of any by-law, regulation, ordinance or law which prohibits you from rebuilding or repairing on the same site.
2. The foregoing agreement shall not be applicable and shall not be in effect unless you fully comply with the following conditions:
  - a. the amount of insurance applicable to Dwelling Building must not be less than the full estimated replacement cost of the building;
  - b. you must notify us of any additions, alterations or improvements you make to the building which increases its replacement cost by \$10,000. or more, within **ninety** days of the commencement of the additions, alterations or improvements. You agree to increase the amount of insurance applicable to Dwelling Building by an amount equal to the increase in the replacement cost of the building and to pay the additional premium for the increase.
  - c. you must repair or replace the damaged or destroyed building within a reasonable time after the loss.
  - d. you must have properly described your dwelling building to us when applying for this insurance
  - e. you agree to accept each annual adjustment in the coverage limits of liability as recommended by us and pay the additional premium.

**Improvements and Betterments:** (applicable to a Tenant or Condominium Unit Owner) If within a reasonable time after damage, you repair or replace loss or damage to your improvements or betterments with materials of similar quality, we will pay on the basis of the actual cost of repairs or replacement (whichever is less) without deduction for depreciation, up to the applicable amount of insurance. If loss or damage is not repaired within a reasonable time, we will pay the Actual Cash Value



of the loss or damage at the date of the occurrence, up to the applicable amount of insurance.

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

**Mobile Homes:** Loss or damage to Mobile Homes and additions will be settled on the basis of Actual Cash Value in all cases.

**Obsolescence:** We will not pay for increased costs that result when you cannot repair or replace your property because material or parts are unavailable, obsolete or outmoded. We will pay the cost that would have been required if material or parts were available. We will pay on the basis of the last known cost of material or parts. In the event that new property of like kind and quality is not obtainable because material or parts are unavailable or obsolete, new property which is as similar as possible to that damaged or destroyed and which is capable of performing the same function shall be deemed to be new property of like kind and quality.

**Personal Property:** We agree to pay any insured loss or damage to property described under Personal Property, on the basis of "Replacement Cost" provided that:

1. The property at the time of loss was useable for its original purpose, and
2. You have repaired or replaced the property promptly; otherwise the basis of loss settlement will be the Actual Cash Value of the loss or damage at the date of the occurrence, up to the applicable amount of insurance, but not exceeding what it would cost to repair or replace the property with material of similar quality.

Replacement Cost settlement does not apply to:

- a) Property no longer in use for its intended purpose;
- b) Antiques, fine arts, paintings, statuary and similar articles which, by their inherent nature, cannot be replaced with a similar article;
- c) Fur garments, garments trimmed with fur or wedding gowns that are 5 years of age from the date they were originally purchased new;

otherwise the basis of loss settlement will be the Actual Cash Value of the loss or damage at the date of the occurrence, up to the applicable amount of insurance, but not exceeding what it would cost to repair or replace the property with material of similar quality.

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

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

**Swimming Pool Liners:** Loss or damage to swimming pool liners will be settled on the basis of Actual Cash Value in all cases.

## SECTION II - LIABILITY COVERAGES

THIS SECTION DOES NOT APPLY TO A FARM POLICY

### DEFINITIONS (applicable to Section II)

“**You**” and “**Your**” have the same meaning as defined on page 3. In addition, the following persons are insured:

1. any person or organization legally liable for damages caused by watercraft or animal owned by you and to which this insurance applies. This does not include anyone using or having custody of the watercraft or animal in the course of any business or without the owner’s permission;
2. a residence employee while performing their duties for you;
3. your legal representative having temporary custody of the insured premises, if you die while insured by this policy, but only for legal liability arising out of the insured premises;
4. any person who is insured by this policy at the time of your death and who continues residing on the insured premises.

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

“**Business**” means any continuous or regular pursuit undertaken for financial gain, including a trade, profession or occupation or the temporary or part-time business pursuits of an insured person under the age of 21 years.

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

“**Condominium Corporation**” in this section has the same meaning as in Section I.

“**Condominium Unit Owner**” or “**Unit Owner**” in this section has the same meaning as in Section I.

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

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

“**Occurrence**” means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

“**Premises**” and “**Insured Premises**” means the premises at the location(s) described on the Coverage Summary page where the person(s) named as the insured on the Coverage Summary page, or his or her spouse, maintains a residence. It also includes:

1. other residential premises specified on the Coverage Summary page where an additional premium has been paid, except business property and farms;
2. individual or family cemetery plots or burial vaults;
3. vacant land you own or rent, excluding farm land;
4. premises you are temporarily using or where you are temporarily residing if you do not own such premises or you are not under any lessee or tenant agreement which is longer than 90 consecutive days.

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

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

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

### COVERAGES

This insurance applies only to accidents or occurrences which take place during the term of this policy. The amounts of insurance are shown on the Coverage Summary page. Each person insured is a separate insured but this does not increase the limit of insurance.

#### COVERAGE E - LEGAL LIABILITY

We will pay all sums which you become legally liable to pay as compensatory damages because of unintentional “Bodily Injury” or “Property Damage” to which this insurance applies. Other than as provided under “Defense, Settlement, Supplementary Payments”, the amount of insurance is the maximum amount we will pay under one or more sections of Coverage E for all compensatory damages in respect of one accident or occurrence, regardless of the number of:

1. insured persons;
2. claims made or actions brought; or
3. persons or organizations making claims or bringing actions.

If there is a claim payable under Coverage E for which you are insured by us under more than one policy, we will pay up to the highest limit available under any one policy. The amounts of insurance specified for the individual policies may not be combined. You are insured for claims made against you arising from:

1. **Personal Liability** - “Bodily Injury” or “Property Damage” arising out of your personal actions anywhere in the world, if you are an individual person.
2. **Premises Liability** - legal liability arising out of your ownership, use or occupancy of the premises defined in Section II. This insurance also applies if you assume, by a written contract, the legal liability of other persons in relation to these premises.
3. **Tenants Legal Liability** - legal liability for “Property Damage” to premises, or their contents, which you do not own and which you are using, renting or have in your custody or control caused by:
  - a. fire,
  - b. explosion or implosion,
  - c. smoke due to a sudden, unusual or faulty operation of any heating or cooking unit in or on the premises, but not smoke from fireplaces,
  - d. water escape from a heating, plumbing, sprinkler or air conditioning system, waterbed or household appliance. This coverage will not apply if you have been away from your premises more than ten consecutive days. However, if you had arranged for a competent person to enter your dwelling or unit daily to ensure that heating was being maintained or if you had shut off the water supply and had drained all the pipes and appliances or you have your dwelling electronically monitored 24 hours a day by a company that monitors and responds to a low temperature signal, you would still be insured,
  - e. impact by a land vehicle.

You are not insured for liability you have assumed by contract unless your legal liability would have applied even if no contract had been in force. This insurance does not apply to premises or their contents you are using for business purposes.

4. **Employer’s Liability** - legal liability for “Bodily Injury” to residence employees arising out of and in the course of their employment by you. You are not insured for claims made against you resulting from the ownership, use or operation of aircraft while being operated or maintained by your employee. You are not insured for liability imposed upon or assumed by you under any workers’ compensation statute.

**COVERAGE E EXCLUSIONS - Loss or damage not insured:**

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

1. the ownership, maintenance, use, operation or entrustment to others of any motorized vehicle, trailer, farm machinery or equipment or watercraft, except those for which coverage is provided under “Coverage E Extensions” in this section of the policy. This exclusion does not apply to “Employer’s Liability”;
2. damage to property you own, use, occupy or lease; or property in your care, custody or control except property for which coverage is provided under Tenants Legal Liability in this section of the policy;
3. damage to personal property or fixtures as a result of work done on them by you or anyone on your behalf;
4. “Bodily Injury” to you or to any person residing in your household, other than a residence employee;
5. the transmission of communicable or sexually transmitted disease by any person insured by this policy;
6. sexual, physical, psychological or emotional abuse or molestation, sexual harassment or corporal punishment by or at the direction of any person insured by this policy. You are not insured if you had knowledge, or should have reasonably known, of any such activity and failed to take steps to prevent it, or for sexual abuse to any person residing in your household;
7. the ownership, use or maintenance of a swimming pool on your premises unless “swimming pool liability” is shown on the Coverage Summary page and an additional premium charge for it;
8. the ownership or use of a horse or horses, unless otherwise stated on the Coverage Summary page and an additional premium charged:
  - a. We do not insure claims made against you arising from the ownership, use, or operation, loading or unloading, or the entrustment to others, by or on behalf of an “Insured” of:
    - 1) any draft or saddle animal or attached conveyance:
      - a) for charge or remuneration; or
      - b) while entrusted to others; or
      - c) for the carrying of passengers for hire or gain or under any other arrangement;
9. the erasure, destruction, corruption, misappropriation or misinterpretation of “data”; or erroneously creating, amending, entering, deleting or using “data”; including any loss of use arising therefrom. “Data” means representations of information or concepts, in any form.

**The additional exclusions on page 24 also apply.**

## COVERAGE E EXTENSIONS

You are also insured for claims made against you arising from the following:

### 1. **Watercraft Liability**

- a. **Watercraft you own:** You are insured against claims arising out of your ownership, use or operation of watercraft, but only if the watercraft:
- 1) is equipped with an outboard motor or motors of not more than **19kw (25 HP) in total** when used with or on a single watercraft, or
  - 2) has an inboard or an inboard-outboard motor of not more than 38 kW (50 HP), or
  - 3) is not equipped with any motor and is less than 8 meters (26 feet) in length.
- If you own any motors or watercraft that exceeds the power or length stated above, you are insured only if "Watercraft Liability Extension" is shown on the Coverage Summary page. If you acquire any of these after the effective date of this policy, you will be insured automatically for a period of thirty days only from the date of their acquisition.
- b. **Watercraft you do not own:** You are insured against claims arising out of your use or operation of watercraft which you do not own, provided:
- 1) the watercraft is being use or operated with the owner's consent;
  - 2) the watercraft is not owned by anyone included in the definition of "you" or "your" as it applies to Section II of this policy.
- You are not insured for damage to the watercraft itself.
- c. **Watercraft Uses We Do Not Insure:** We do not insure claims made against you arising from the use or operation of any watercraft, whether owned by you or not, while it is:
- 1) being used for carrying passengers for compensation;
  - 2) being used in any race or speed test or speed contest other than a sailboat;
  - 3) rented by you to others;
  - 4) being operated or controlled by you while you are under the influence of intoxicating liquor or drugs to such an extent as to be incapable of the proper operation or control of the watercraft;
  - 5) being operated or controlled by you while your alcohol-blood ratio exceeds 80 milligrams of alcohol in 100 milliliters of blood;
  - 6) "Bodily Injury" or "Property Damage" when a motorboat and/or personal watercraft is not operated in accordance with the Canada Shipping Act regulations governing age and horsepower restrictions and operator competency requirements.

### 2. **Motorized Vehicle Liability**

- a. **Vehicles you own:** You are insured against claims arising out of your ownership, use or operation of the following, including their trailers and attachments:
- 1) motorized lawn mowers, snow blowers, garden-type tractors, used or operated mainly on your property, provided they are not used for compensation or hire;
  - 2) motorized golf carts or motorized wheelchairs and motorized scooters having more than two wheels and specifically designed for carrying a person who has a physical disability ;
  - 3) while on the insured premises, recreational vehicles if they are designed for use off public roads and are not required to be registered under any government authority.
- b. **Vehicles you do not own:** You are insured against claims arising out of your use or operation of any self-propelled land vehicle, amphibious vehicle or air cushion vehicle, including their trailers, which you do not own, provided that:
- 1) the vehicle is not required to be registered under any government authority and is designed primarily for use off public roads;
  - 2) you are not using it for business or organized racing;
  - 3) the vehicle is being used or operated with the owner's consent;
  - 4) the vehicle is not owned by anyone included in the definition of "you" or "your" as it applies to Section II of this policy.

You are not insured for damage to the vehicle itself.

3. **Trailer Liability:** You are insured against claims arising out of your ownership, use or operation of any trailer or its equipment, provided that such trailer is not being towed by, attached to or carried on a motorized vehicle.
4. **Loss Assessment Coverage:** If you are a condominium Unit Owner, we will pay up to 250% of the amount shown on the Coverage Summary page in any one annual policy period for your share of special assessments if:
- a. the assessments are valid under the Condominium Corporation's governing rules, and bylaws and;

- b. the assessments are made necessary by occurrences to which the Section of the policy applies.

We do not pay for any part of these assessments made necessary by a deductible in the insurance policy of the Condominium Corporation. We will only pay in excess of any other insurance covering the collective interest of the condominium unit owners.

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

We will defend you against any suit which makes claims against you for which you are insured under Coverage E and which alleges bodily injury or "Property Damage" and seeks compensatory damages, even if it is groundless, false or fraudulent. We reserve the right to investigate, negotiate and settle any claim or suit if we decide this is appropriate. In addition to the limit of insurance under Coverage E, we will pay:

1. all expenses which we incur;
2. all costs charged against you in any suit insured under Coverage E;
3. any interest accruing after judgment on that part of the judgment which is within the amount of insurance of Coverage E;
4. premiums for appeal bonds required in any insured law suit involving you and bonds to release any property that is being held as security, up to the amount of insurance, but we are not obligated to apply for or provide these bonds;
5. expenses which you have incurred for emergency medical or surgical treatment to others following an accident or occurrence insured by this policy;
6. reasonable expenses, except loss of earnings, which you incur at our request.

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

We will pay reasonable medical expenses, incurred within one year of the date of the accident, if you unintentionally injure another person or if they are accidentally injured on your premises. This coverage is available even though you are not legally liable. Medical expenses include surgical, dental, hospital, nursing, ambulance service and funeral expenses. Medical expenses for residence employees are included. The amount of insurance shown on the Coverage Summary page is the most we will pay for each person in respect of one accident or occurrence. We will not pay expenses covered by any medical, dental, surgical or hospitalization plan or law or under any other insurance contract. We will not pay your medical expenses or those of persons residing with you, other than residence employees. We will not pay medical expenses of any person covered by any workers compensation statute.

We will not pay for medical expenses arising out of:

1. the ownership, use or operation of any motorized vehicle, trailer, farm machinery or equipment, except those for which coverage is provided under "Coverage E Extensions", in this section of the policy;
2. the ownership or use of horses, unless Coverage E has been extended to insure against claims arising out of the ownership or use of horses;
3. the transmission of a communicable or sexually transmitted disease by any person insured by this policy;
4. sexual, physical, psychological or emotional abuse or molestation, sexual harassment or corporal punishment by or at the direction of any person insured by this policy.

**The additional exclusions on page 24 also apply.**

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

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

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

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

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

You are not insured for claims:

1. resulting from the ownership, use or operation of any motorized vehicle, trailer or watercraft, except those for which coverage is provided under "Coverage E Extensions" in this Section of the Policy;
2. for property you or your tenants own or rent;
3. which are insured under any other section of this policy;

4. caused by the loss of use, disappearance or theft of property.

**The Additional Exclusions on page 24 also apply.**

**Basis of Payment:** We will pay whichever is the least of the following:

- i. the actual cash value of the property at the time of the loss;
- ii. what it would cost to repair or replace the property with materials of similar quality at the time of the loss;
- iii. the amount of insurance shown on the Coverage Summary page.

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

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

1. the amount, place, time and cause of loss;
2. the interest of all persons in the property affected;
3. the actual cash value of the property at the time of the loss.

If necessary, you must help us verify the damage.

## **COVERAGE H - JET PROPELLED PERSONAL WATERCRAFT LIABILITY**

We provide the insurance described in this Coverage only if an amount of insurance is shown for "Personal Watercraft Liability" on the Coverage Summary page.

**DEFINITIONS:** (Applicable to Coverage H)

**"Passenger"** means anyone other than the operator, who is in, on, getting onto or alighting from a jet propelled personal watercraft.

### **COVERAGE:**

You are insured against claims made against you arising from the ownership, use or operation of the jet propelled personal watercraft described for this Coverage on the Coverage Summary page. From hereon we will refer to this as "the personal watercraft". We will pay all sums which you become legally liable to pay as compensatory damages because of unintentional bodily injury or "Property Damage" to which this insurance applies. Other than as provided under "Defense, Settlement, Supplementary Payments", the amount of insurance shown on the Coverage Summary page for Jet Propelled Personal Watercraft Liability is the maximum amount we will pay for all compensatory damages in respect of one accident or occurrence regardless of the number of:

1. insured persons;
2. claims made or action brought; or
3. persons or organizations making claims or bringing actions.

### **COVERAGE H EXCLUSIONS - Loss or damage not insured:**

1. You are not insured for claims arising from the ownership, use or operation of the Personal Watercraft while it is:
  - a. being operated or controlled by any person under 16 years of age;
  - b. being operated or controlled by any person while under the influence of any intoxicating substance or whose alcohol blood ratio exceeds 80 milligrams of alcohol in 100 milliliters of blood;
  - c. carrying passengers for a fee, even if the Passenger Hazard Option is included;
  - d. in a race or speed test;
  - e. rented or leased by you to others;
  - f. being used for any illicit or prohibited trade or transportation;
  - g. being used or operated in an area where the use or operation of a jet propelled watercraft is restricted or prohibited.
2. You are not insured for claims arising from bodily injury to a passenger, unless the Passenger Hazard Option is included.
3. The engine capacity of the personal watercraft exceeds 650cc.
4. You are not insured for claims arising from "Bodily Injury" or "Property Damage" when a motorboat and/or personal watercraft is not operated in accordance with the Canada Shipping Act regulations governing age and horsepower restrictions and operator competency requirements.

**The Additional Exclusions on page 24 also apply.**

### **OPTIONAL EXTENSION**

The Coverage Summary page will show if the following optional extension is included in this Coverage and if so, to which personal watercraft they apply. All Coverage H Exclusions apply to these options.

**Passenger Hazard Option:** If the Coverage Summary page shows that the Passenger Hazard Option is included, you are insured for claims made against you because of "Bodily Injury" to a passenger arising out of the ownership, use or operation of the personal watercraft. You are not insured for claims because of "Bodily Injury" which occurs when the seating capacity of the personal watercraft, as established by

the manufacturer, has been exceeded, or while the personal watercraft is being operated or controlled by anyone under the age of 16 years. This means that you may not allow an operator under the age of 16 years to carry passengers on the personal watercraft.

### **COVERAGE I - ALL TERRAIN VEHICLE LIABILITY**

We provide the insurance described in this Coverage only if an amount of insurance is shown for "All Terrain Vehicle Liability" on the Coverage Summary page.

**DEFINITIONS:** (Applicable to Coverage I)

**"Passenger"** means anyone, other than the operator, who is in, on, getting onto or alighting from an All Terrain Vehicle.

**"Underage Operator"** means a person in control of or operating an All Terrain Vehicle who is 12 years of age or older but not more than 15 years of age.

### **COVERAGE**

You are insured against claims made against you arising from the ownership, use or operation of the All Terrain Vehicle described for this Coverage on the Coverage Summary page. From hereon we will refer to this as the "All Terrain Vehicle". We will pay all sums which you become legally liable to pay as compensatory damages because of unintentional "Bodily Injury" or "Property Damage" to which this insurance applies. Other than as provided under "Defense, Settlement, Supplementary Payments", the amount of insurance shown on the Coverage Summary page for All Terrain Vehicle Liability is the maximum amount we will pay for all compensatory damages in respect of one accident or occurrence, regardless of the number of:

1. insured persons;
2. claims made or actions brought, or;
3. persons or organizations making claims or bringing actions.

**COVERAGE I EXCLUSIONS - Loss or damage not insured:**

1. You are not insured for claims arising from the ownership, use or operation of the All Terrain Vehicle while it is:
  - a. being operated or controlled by any person under 16 years of age unless the Underage Operator Option is included;
  - b. being operated or controlled by any person under 12 years of age, whether or not the Underage Operator Option is included;
  - c. being operated or controlled by any person while under the influence of any intoxicating substance or whose alcohol blood ratio exceeds 80 milligrams of alcohol in 100 milliliters of blood;
  - d. carrying passengers for a fee, even if the Passenger Hazard Option is included;
  - e. in a race or speed test;
  - f. rented or leased by you to others;
  - g. being used for any illicit or prohibited trade or transportation;
  - h. being operated in a manner contrary to the provisions of the All Terrain Vehicles Act (Sask.).

You are not insured for claims arising from "Bodily Injury" to a passenger unless the Passenger Hazard Option is included.

**The additional Exclusions on page 24 also apply.**

### **OPTIONAL EXTENSIONS**

The Coverage Summary page will show which, if either, of the following optional extensions are included in this Coverage, and if so, to which All Terrain Vehicle they apply. All Coverage I Exclusions apply to these options.

**Passenger Hazard Option:** If the Coverage Summary page shows that the Passenger Hazard Option is included, you are insured for claims made against you because of "Bodily Injury" to a passenger arising out of the ownership, use or operation of the All Terrain Vehicle. You are not insured for claims because of "Bodily Injury" which occurs when the seating capacity of the All Terrain Vehicle, as established by the manufacturer, has been exceeded.

**Underage Operator Option:** If the Coverage Summary page shows that the Underage Operator Option is included, you are insured for claims made against you because of "Bodily Injury" and "Property Damage" arising from the ownership use or operation of the All Terrain Vehicle while it is being operated by an underage operator.

### **DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS - Applicable to Coverages H and I**

We will defend you against any suit which makes claims against you for which you are insured under Coverage H or Coverage I and which alleges "Bodily Injury" or "Property Damage" and seeks

compensatory damages, even if it is groundless, false or fraudulent. We reserve the right to investigate, negotiate and settle any claim or suit if we decide this is appropriate. In addition to the applicable limit of insurance, we will pay:

1. all expenses which we incur;
2. all costs charged against you in any suit insured under Coverage H or Coverage I;
3. any interest accruing after judgment on that part of the judgment which is within the applicable amount of insurance;
4. premiums for appeal bonds required in any insured law suit involving you and bonds to release any property that is being held as security, up to the amount of insurance, but we are not obligated to apply for or provide these bonds;
5. expenses which you have incurred for emergency medical or surgical treatment to others following an accident or occurrence insured by this policy;
6. reasonable expenses, except loss of earnings, which you incur at our request.

**ADDITIONAL EXCLUSIONS** - Loss or damage not insured. Applicable to Coverages E, F, G, H and I: You are not insured for claims made against you arising from:

1. your business or any business use of your premises, except as otherwise specified in Section II of this policy;
2. the rendering or failure to render any professional services;
3. "Bodily Injury" or "Property Damage" caused by any intentional or criminal act or failure to act by:
  - a. any person insured by this policy; or
  - b. any other person at the direction of any person insured by this policy;
4. the ownership, maintenance, use, operation or entrustment to others of any aircraft or premises used as an airport or landing strip, and all necessary or incidental operations;
5. pollution of land, water or air. This exclusion does not apply to "Bodily Injury" or "Property Damage" caused by heat, smoke or fumes from a "hostile fire". A "hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be;
6. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
7. "Bodily Injury" or "Property Damage" which is also insured under a nuclear energy liability policy issued by the Nuclear Insurance Association of Canada, or any other group or pool of insurers regardless of exhaustion of such policy limits or its termination;
8. "Bodily Injury" or "Property Damage" when a motorboat and/or personal watercraft is not operated in accordance with the Canada Shipping Act regulations governing age and horsepower restrictions and operator competency requirements;
9. "Bodily Injury" or "Property Damage" when any "Recreational Vehicle" owned by you if it is being operated in a manner contrary to the provisions of the All Terrain Vehicles Act (Sask.);
10. "Bodily Injury" or "Property Damage" when automotive anti-freeze has been used in a hydronic yard furnace;
11. the erasure, destruction, corruption, misappropriation or misinterpretation of "data";
12. erroneously creating, amending, entering, deleting or using "data".
13. any obligation under a disability benefits plan, workers' compensation or employment insurance compensation law or any similar law;
14. "Property Damage" you cause while you are unlawfully on the premises of others, or any obligation to share compensatory damages with or repay someone else who must pay compensatory damages for "Property Damage" arising out of acts omitted by you or such other person while unlawfully on the premises of others;
15. "Bodily Injury" or "Property Damage" caused directly or indirectly by an animal you own or for which you are responsible and which, prior to the occurrence which gives rise to the claim, has been declared under any law, by-law or municipal ordinance to be a dangerous animal;
16. the distribution or display of "data" by means of an Internet website, the internet, an intranet, extranet, or similar device or system designed or intended for electronic communication of "data";
17. coaching of or officiating at sporting activities or events for which you receive remuneration;
18.
  - a. any injury, damage, loss, cost or expense, arising directly or indirectly, from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of "Fungi" or "Spores" however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of "Fungi" or "Spores"; or
  - b. any supervision, instructions, recommendations, warnings or advice given or which should have



- been given in connection with (a) above or;
- c. any obligation to pay damages, share damages with or repay someone else who must pay damages because of such injury or damage referred to in a) or b) above.

### **CONDITIONS - Applicable to coverages E, F, G, H and I**

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

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

**Co-operation:** You are required to:

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

**Unauthorized Settlements-Coverage E, H and I:** 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.

**Action Against Us-Coverage E, H and I:** You shall not bring suit against us until you have fully complied with all the terms of this policy, nor until the amount of your obligation to pay has been finally determined, either by judgment against you or by an agreement which has our consent.

**Action Against Us-Coverage F and G:** You shall not bring suit against us until you have fully complied with all the terms of this policy, nor until 60 days after the required Proof of Loss Form has been filed with us.

**Payment of Claim-Coverage F and G:** Payment by us under either of these coverages is not an admission of liability by you or 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, our policy will be considered excess insurance and we will not pay any loss or claim until the amount of such other insurance is used up. However, if you have other insurance with us which applies to a loss or claim, we will pay up to the highest limit available under any one of our policies.

## **SECTION III - ENDORSEMENTS**

The endorsements described in this section apply only if they are indicated on the Coverage Summary page. Except as provided by these endorsements, all terms, exclusions, limitations and conditions of the policy remain unchanged.

### **ADDITIONAL COVERAGE PLUS**

If the Coverage Summary page shows that Additional Coverage Plus applies under Section I, Homeowners Property Coverage, the Additional Coverages and Special Limits of Insurance are replaced with the following **Additional Coverages:**

**Credit Card, Automated Teller Cards, Electronic Funds Transfer Cards, Calling Cards, Forgery and Counterfeit Money** - We will pay up to \$5,000 in any one policy term for your legal obligation to pay because of the unauthorized use of credit or debit cards, automated teller cards, library or video cards used for deposit, withdrawal or transfer of funds, issued to you or registered in your name, which have been lost or stolen. We'll even pay for losses which occur while this policy is in effect and which are not discovered up to one year after its cancellation or termination. You must comply with all the conditions under which the credit card or automated teller card was issued and notify the credit company, bank or trust company as soon as you discover the loss. We do not cover loss resulting from use of a card by a resident of your household or a person who has been entrusted with the card. We will also pay up to **\$2,000** for any loss you sustain caused by forgery or alteration of any cheque or negotiable instrument. We have the option to defend you at our expense against any suit for the enforcement of payment under this coverage. We will pay any loss sustained through your acceptance in good faith of counterfeit United States or Canadian paper currency up to \$50 for any one transaction and a total of \$100 in any one year. We do not pay for any loss for any of the above arising out of business pursuits unless from the unauthorized use of a credit card or automated teller card issued or registered to you for which you are personally liable. We do not pay for any loss arising out of your dishonesty. We may make any investigation and settle any claim or suit that we decide is appropriate. Our obligation to defend any claim or suit ends when the amount we pay for the loss equals the limit of liability. No deductible applies to this coverage.

**Fire Department Charges** - We will pay up to \$1,000, or such other amount as may be specified on the

Coverage Summary page, for your liability for fire department charges incurred when a municipal Fire Department is called to save or protect property insured under this Section of your policy or to protect your property or property of others adjacent to your premises. No deductible applies to this coverage. You may not claim under this extension if the Fire Fighting Expenses are insured elsewhere in this policy.

**Food Spoilage** - Under Personal Property, we will pay for loss or damage to food contained in a home freezer at your Principal Residence premises, resulting from a power failure, other interruption of electrical power or mechanical breakdown of the home freezer. We do not insure loss or damage:

1. Due to the deliberate manual disconnection of the electrical power supply to the freezer in which the food is kept; or
2. Due to your failure to take all reasonable steps to prevent further loss or damage to the insured property.

Settlement of loss will not include any expenses incurred in the acquisition of the food.

**Identity Theft** - we agree that coverage is extended to include reimbursement of cost you actually incur resulting from Identity Fraud as defined and limited herein. Applicable coverage is noted under the

**Identity Theft Endorsement** in this section except as follows:

1. Coverage limit will now read: We insure up to \$25,000 in total during the term of this policy, and
2. Item 6. will now read: up to \$300 per day to a maximum of \$3,000, for each Identity Fraud Occurrence.

**Lock Replacement** - We will pay up to \$2,000 for the replacement of locks on the principal residence building if the keys are stolen. No deductible applies to this coverage.

**Outdoor Trees, Shrubs, Plants, Lawns and Landscaping Material (This coverage does not apply to a Seasonal Residence)** - If you are a Homeowner, you may apply up to 5% in all of the amount of insurance on your dwelling to outdoor trees, shrubs, plants, lawns or landscaping material on your premises. We will not pay more than \$1,500 for any one tree, shrub, plant, lawn or landscaping material, including debris removal expenses. We insure these items only against loss caused by fire, lightning, explosion, impact by aircraft or land vehicle, riot, vandalism and malicious acts, all as described and limited under "Insured Perils.

We do not insure:

1. trees, shrubs, plants, lawns or landscaping material grown or used for commercial purposes;
2. trees, shrubs, plants, lawns or landscaping material located more than 61 meters (200 feet) from the dwelling building.

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

**Property Protection Coverage** - We will pay for property that is damaged or used trying to protect your dwelling, outbuildings, or personal property from a loss. For example, we will pay to recharge your or someone else's fire extinguisher if it was used to fight a fire on your premises. We will not pay for property owned by a fire department. The amount we pay under this coverage is in addition to the amounts shown on the Coverage Summary page.

**Safety Deposit Box** - We will pay up to \$10,000 for loss or damage caused by any of the Insured Perils to your Personal Property while contained in a Bank (or Trust Company) Safety Deposit Box.

**Tear Out (Applicable to Dwelling Building)** - If any walls, ceilings or other parts of insured buildings or structures must be torn apart before insured water damage from a plumbing, heating, air conditioning or sprinkler system or domestic appliance can be repaired, we will pay the cost of such repairs. The cost of tearing out and replacing property to repair damage related to outdoor swimming pools, hot tubs, spas or similar installations or public water mains, is not insured.

**Temperature Change (Personal Property)** - We insure your personal property damage that is caused by a change of temperature resulting from physical damage to your dwelling, unit or equipment by an Insured Peril. This only applies to personal property in the dwelling or unit.

**Liability – Section II** – the following limits for:

**Voluntary Medical Payments** are increased to \$7,500, and

**Voluntary Property Damage Payments** are increased to \$7,500

**SPECIAL LIMITS OF INSURANCE**

**For the following kinds of property, we will not pay more than the amounts stated. We insure:**

| <b>Personal Property Type</b>   | <b>Total Coverage Limits Up To</b> |
|---|------------------------------------|
| Jewellery, watches, gems, furs and garments trimmed with fur                                  | \$15,000                           |
| Numismatic property (such as coin collections)  | \$1,000                            |
| Manuscripts, stamps and philatelic property (such as stamp collections)                       | \$5,000                            |
| Tapes, discs, records or other media, while in or on motor vehicles, watercraft or aircraft;  | \$1,000                            |
| Silverware, meaning silverware, silver-plated ware, goldware, gold-plated ware and pewterware | No Limit                           |
| any one bicycle, including its equipment and accessories                                      | \$2,000                            |

**The above mentioned limits do not apply to loss or damage caused by any of the ‘specified perils’ listed in this part.**

**We also insure:**

|   |                                 |
|---|---------------------------------|
| Securities  | \$10,000                        |
| money or bullion  | \$500                           |
| watercraft, their equipment, furnishings, accessories and motors. These are insured only for ‘Specified Perils’ and theft or attempted theft. Loss or damage by windstorm or hail is insured only if they were inside a fully enclosed building, except for canoes and rowboats which are insured while in the open on your premises; | \$5,000                         |
| books, tools, and instruments pertaining to a business, profession or occupation, but only while on your premises. Other business property, including samples and goods held for sale, is not insured;  | \$10,000                        |
| computer software. We do not insure the cost of gathering information or data;  | \$10,000                        |
| trading and collectible cards (including, but not limited to, sports cards), comic books and sports memorabilia;  | \$2,500 / \$200<br>any one item |
| medi chairs, motorized lawn mowers, other motorized gardening equipment and snow blowers, including attachments and accessories   | \$10,000                        |
| Spare Automobile parts and accessories  | \$1,000                         |

**This endorsement is subject to all terms of the policy.**

**All TERRAIN VEHICLE COVERAGE**

If the Coverage Summary page shows that rider X516 applies, we insure the all terrain vehicle(s) described for this rider on the Coverage Summary page, including its permanently attached equipment.

**INSURED PERILS** - You are insured against all risks of direct physical loss or damage from any external cause, subject to the exclusions, limitations, terms, and conditions set out below.

**LOSS OR DAMAGE NOT INSURED** - We do not insure:

1. loss or damage to any property illegally imported, acquired, kept, stored or transported;
2. loss or damage to any property lawfully seized or confiscated unless the property is destroyed to prevent the spread of fire;
3. loss or damage to electrical apparatus (including wiring) caused by electricity other than lightning. If fire ensues, we will pay for the damage caused by the fire. We do not insure loss or damage caused directly or indirectly by or resulting from;
4. wear and tear, gradual deterioration, latent defect, inherent vice, mechanical breakdown, scratching, denting, chipping, corrosion, rust, dampness or drying of atmosphere, fungi or spores(s), weathering, ice, freezing or extremes of temperature;
5. any work being done on the insured property. If fire or explosion ensues we will pay for the damage caused by the fire or explosion;
6. any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
7. contamination or pollution or the release, discharge or dispersal of contaminants or pollutants
8. birds, moths, vermin (such as skunks and raccoons), rodents (such as squirrels and rats) or insects;
9. any process of refinishing, renovating, repairing, servicing or maintenance;
10. dishonesty of persons to whom the insured property is entrusted;
11. your intentional or criminal acts;

12. war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
13. loss or damage resulting from, contributed to or caused directly or indirectly by "Data Problem". However, if loss or damage caused by "Data Problem" results in the occurrence of further loss of or damage to insured property that is directly caused by "Specified Perils", this exclusion shall not apply to such resulting loss or damage.

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

"Data Problem" means erasure, destruction, corruption, misappropriation, misinterpretation of "Data"; · error in creating, amending, entering, deleting or using "Data"; · inability to receive, transmit or use "Data"; or · damage to electronic data processing equipment or any other related component system, process or device,

**LIMITATIONS OF USE** - We do not insure any property while it is:

1. rented or leased to others,
2. used to carry passengers for compensation, or
3. being operated in any race or speed test,
4. not being operated in accordance with the All Terrain Vehicles Act (Sask) regulations.

**SUBSTITUTE ACQUISITION CLAUSE:** If you dispose of the insured property during the term of this policy, we agree to hold covered similar property acquired in replacement thereof for a period not exceeding 30 days from the date of acquisition and to an amount not exceeding the amount of insurance on the property disposed of or the invoice cost of the newly acquired property, whichever is less. We will adjust your premium on a pro rata basis from the date of the acquisition.

**TERRITORIAL LIMITS:** This insurance applies only to insured property within the limits of Canada and the Continental United States of America.

**BASIS OF CLAIM PAYMENT:** We will not pay for a greater proportion of any loss than the applicable amount of insurance bears to 100% of the Actual Cash Value of the insured property at the time of the loss. This clause applies separately to each item for which an amount of insurance is shown.

**DEDUCTIBLE** – We are responsible only for the amount by which the loss or damage caused by any of the insured perils exceeds the amount of the deductible shown on the Coverage Summary page, in any one occurrence.

### **BOAT AND MOTOR COVERAGE**

If the Coverage Summary page shows that rider X511 applies, we insure:

1. the boat(s) described for this rider on the Coverage Summary page, including its permanently attached equipment (except outboard motors) as well as oars, anchors, seat cushions, auxiliary fuel tanks, tarpaulins, fire extinguishers and spare propellers all pertaining to the described boat(s);
2. the motor(s) described for this rider on the Coverage Summary page, including fuel containers and electric starting equipment or controls supplied as integral equipment by the manufacturer;
3. boat a/o motor accessories described for this rider on the Coverage Summary page and not included in 1 or 2 above.

**INSURED PERILS** - You are insured against all risks of direct physical loss or damage from any external cause, subject to the exclusions, limitations, terms, and conditions set out below.

**LOSS OR DAMAGE NOT INSURED** - We do not insure:

1. loss or damage to any property illegally imported, acquired, kept, stored or transported;
2. loss or damage to any property lawfully seized or confiscated unless the property is destroyed to prevent the spread of fire;
3. loss or damage to electrical apparatus (including wiring) caused by electricity other than lightning. If fire ensues, we will pay for the damage caused by the fire. We do not insure loss or damage caused directly or indirectly by or resulting from:
4. wear and tear, gradual deterioration, (including damage by marine life), latent defect, inherent vice, mechanical breakdown, scratching, denting, chipping, corrosion, rust, dampness or drying of atmosphere, fungi or spores(s), weathering, ice, freezing or extremes of temperature;
5. any work being done on the insured property. If fire or explosion ensues we will pay for the damage caused by the fire or explosion;
6. any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
7. contamination or pollution or the release, discharge or dispersal of contaminants or pollutants
8. birds, moths, household pets, vermin (such as skunks and raccoons), rodents (such as squirrels and rats) or insects;
9. any process of refinishing, renovating, repairing, servicing or maintenance;
10. dishonesty of persons to whom the insured property is entrusted;

11. your intentional or criminal acts;
12. war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
13. loss or damage resulting from, contributed to or caused directly or indirectly by "Data Problem". However, if loss or damage caused by "Data Problem" results in the occurrence of further loss of or damage to insured property that is directly caused by "Specified Perils", this exclusion shall not apply to such resulting loss or damage.

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

"Data Problem" means erasure, destruction, corruption, misappropriation, misinterpretation of "Data"; · error in creating, amending, entering, deleting or using "Data"; · inability to receive, transmit or use "Data"; or · damage to electronic data processing equipment or any other related component system, process or device,

**LIMITATIONS OF USE** - We do not insure any property while it is:

1. rented or leased to others,
2. used to carry passengers for compensation, or
3. being operated in any race or speed test,
4. Not being operated in accordance with the Canada Shipping Act regulations governing age and horsepower restrictions and operator competency requirements.

**SUBSTITUTE ACQUISITION CLAUSE:** If you dispose of the insured property during the term of this policy, we agree to hold covered similar property acquired in replacement thereof for a period not exceeding 30 days from the date of acquisition and to an amount not exceeding the amount of insurance on the property disposed of or the invoice cost of the newly acquired property, whichever is less. We will adjust your premium on a pro rata basis from the date of the acquisition.

**TERRITORIAL LIMITS:** This insurance applies only to insured property within the limits of Canada and the Continental United States of America.

**BASIS OF CLAIM PAYMENT:** We will not pay for a greater proportion of any loss than the applicable amount of insurance bears to 100% of the Actual Cash Value of the insured property at the time of the loss. This clause applies separately to each item for which an amount of insurance is shown.

**DEDUCTIBLE** – We are responsible only for the amount by which the loss or damage caused by any of the insured perils exceeds the amount of the deductible shown on the Coverage Summary page, in any one occurrence.

### **CONTINGENT BUILDING BYLAW COVERAGE**

If the Coverage Summary page shows that Contingent Building Bylaw Coverage applies, without increasing the amount of insurance, and only as a result of an insured peril, we agree to pay for any loss resulting from the demolition of any undamaged portion of the dwelling; or the cost of demolishing, and clearing the site of, any undamaged portion of the dwelling; or any increase in the cost of repairing, replacing, construction or reconstructing the dwelling on the same site arising from the enforcement of the minimum requirements of any by-law, regulation, ordinance or law which regulates zoning or the demolition, repair or construction of damaged dwellings and is in force at the time of such loss or damage.

We will not pay for losses caused by the enforcement of any by-law, regulation, ordinance or law which prohibits you from rebuilding or repairing on the same site.

### **FINE ARTS COVERAGE**

If the Coverage Summary page shows that rider X512 applies, we insure your Fine Arts described for this rider on the Coverage Summary page against direct physical loss or damage, subject to the exclusions, limitations, terms and conditions set out below. We insure the described fine arts only while at the location(s) specified, unless otherwise stated on the Coverage Summary page.

**DEFINITION:** Fine Arts, as described in this coverage, include paintings, etchings, picture, tapestries and other bona fide works of art (such as valuable rugs, statuary, marbles, bronzes, antique furniture, rare books, antique silver, manuscripts, porcelains, rare glass and bric-a-brac) of rarity, historical value or artistic merit.

**LOSS OR DAMAGE NOT INSURED** - We do not insure:

1. loss or damage to property illegally imported, acquired, stored or kept;
2. loss or damage to property seized or confiscated unless such property is destroyed to prevent spread of fire;
3. breakage of glassware, statuary, marble, bric-a-brac, porcelains and other fragile articles unless caused by fire, earthquake, explosion, falling object striking the exterior of a building, flood,

impact by aircraft or land vehicle, lightning, riot, smoke, vandalism or malicious acts, windstorm or hail, or by accident to land, water or air conveyances, or by theft or attempted theft;

We do not insure loss or damage caused directly or indirectly by or resulting from:

1. wear and tear, deterioration, vermin, rodents or insects, household pets or birds;
2. your intentional or criminal acts;
3. any process or work being performed on the insured property;
4. war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
5. contamination by radioactive material.

**PACKING/UNPACKING WARRANTY:** The insured property must be packed and unpacked by competent packers, otherwise we will not pay for damage which occurs during the period from commencement of the packing until the property is completely unpacked.

**NEWLY ACQUIRED ARTICLES:** If you acquire any additional fine arts during the term this coverage is in effect, we will automatically insure these provided you tell us within 30 days of acquisition. We will adjust your premium on a pro rata basis from the date of the acquisition. Under this extension, we will not pay more than 25% of the amount of insurance shown for this rider on the Coverage Summary page.

**STAMP AND COIN COLLECTIONS:** We will pay for loss or damage to your collection in the proportion that the amount of insurance on your collection bears to its cash market value at the time of loss. We will not pay more than \$250 on any single article of your collection. A single article means any one stamp, coin or other individual article or pair, strip, block, series, sheet, cover, frame, card or the like. This condition does not apply to articles specifically described on the Coverage Summary page.

**DEDUCTIBLE** – We are responsible only for the amount by which the loss or damage caused by any of the insured perils exceeds the amount of the deductible shown on the Coverage Summary page, in any one occurrence.

### **FIRE DEPARTMENT CHARGES**

We will pay up to \$500, or such other amount as may be specified on the Coverage Summary page, for your liability for fire department charges incurred when a municipal Fire Department is called to save or protect property insured under your policy or to protect your property or property of others adjacent to your premises. No deductible applies to this coverage. You may not claim under this extension if the Fire Fighting Expenses are insured elsewhere in this policy.

### **IDENTITY THEFT ENDORSEMENT**

**INSURING AGREEMENT** - If the Coverage Summary Page shows that the Identity Theft Endorsement applies we agree that coverage is extended to include reimbursement of cost you actually incur resulting from Identity Fraud as defined and limited herein.

#### **DEFINITIONS**

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

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

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

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

**COVERAGE** - We insure up to the amount stated on the Coverage Summary page, in total during the term of this policy, the following reasonable costs and expenses incurred by an insured person, as a result of an **Identity Fraud Occurrence**:

1. Reasonable costs associated with registered mail to businesses, law enforcement agencies, financial institutions, credit agencies and similar credit grantors.
2. Fees for the re-application of loans which had been declined as a result of incorrect or erroneous information;
3. The reasonable costs or expenses (including mileage, associated parking costs, taxi cab fees or public transit fees) incurred for notarizing affidavits for financial institutions, credit agencies, credit grantors or similar lenders.
4. The reasonable costs or expenses (including mileage, associated parking costs, taxi cab fees or public transit fees) incurred for notarizing affidavits for law enforcement agencies.

5. Long distance telephone expenses to discuss an actual **Identity Fraud Occurrence** to businesses, law enforcement agencies, financial institutions, credit agencies and similar credit grantors
6. Earnings lost resulting from necessary time away from your employment for the purposes of completing affidavits and meeting with credit agencies, similar credit grantors, law enforcement departments, financial institutions, merchants and legal counsel, up to \$250 per day to a maximum of \$2,000, for each **Identity Fraud Occurrence** or as stated on the Coverage Summary page.
7. Reasonable costs, fees or expenses associated with the replacing of Canadian or Provincial Government issued documents as a result of an **Identity Fraud Occurrence**.
8. Reasonable legal fees incurred directly as a result of an **Identity Fraud Occurrence**, with prior notice to us for:
  - a. The removal of any criminal or civil judgements wrongly entered against you.
  - b. To challenge the information in your consumer credit report.
  - c. The defence of lawsuits brought against you by businesses or their collection agencies.
9. We will reimburse you for the reasonable cost of obtaining up to two credit reports after an **Identity Fraud Occurrence** has been reported to us, for a period of up to 12 months from the date of the reporting of the occurrence, but not limited by the expiry date of the policy.

**LOSS OR DAMAGE NOT INSURED** - We do not insure:

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

Nor do we insure the following:

6. Any losses covered under the **CREDIT OR DEBIT CARD, Automated Teller Cards, Electronic Funds Transfer Cards, Calling Cards, Forgery and Counterfeit Money** coverage already available in the underlying policy;
7. Any losses covered by credit card insurance, bank insurance or other coverage available to you. This endorsement will be secondary with other insurance being primary. This endorsement will only apply once the other insurance available to you has been exhausted.

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

**REQUIREMENTS AFTER LOSS** - In addition to the requirements outlined on the policy to which this endorsement attaches, you are required to contact your local law enforcement agency of the **Identity Fraud Occurrence**.

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

### **LIMITATION OF LIABILITY COVERAGE ENDORSEMENT (SECTION II) FORM X600**

This endorsement limits the liability coverage of this policy to premises liability that arises out of the ownership, maintenance or use of the premises within the territorial limits of Saskatchewan.

### **LIMITATION OF LIABILITY COVERAGE (SECTION II) FORM X602**

The insurance under Coverage E - Legal Liability - of Section II - Liability Coverage, is limited to insure against "Premises Liability" only. All other insurance under coverage E is deleted. Coverage F - Voluntary Medical Payments - applies only to persons accidentally injured on your premises as defined in Section II. Coverage G - Voluntary Payment for Damage to Property - is deleted.

### **MISCELLANEOUS ARTICLES COVERAGE**

If the Coverage Summary page shows that rider X513 applies, we insure your property or the property of others for which you may be liable, described for this rider on the Coverage Summary page, against direct physical loss or damage, subject to the exclusions, limitations, terms and conditions set out below.

**LOSS OR DAMAGE NOT INSURED** - We do not insure:

1. loss or damage to any property illegally imported, acquired, kept, stored or transported, or property seized or confiscated for breach of any law or by order of any public authority;
2. loss or damage to any musical instrument played for a fee unless we have given our written permission;
3. breakage of fragile or brittle articles;
4. loss or damage to sporting or hobby equipment where the loss is due to their use.

We do not insure loss or damage caused directly or indirectly by or resulting from:

1. wear and tear, defect or mechanical breakdown;
2. dampness of atmosphere, extremes of temperature, deterioration, contamination, vermin, insects, rodents, rust, corrosion or mold;
3. any process or work being performed on the insured property;
4. your intentional or criminal acts;
5. any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
6. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
7. property away from your premises for the purpose of exhibition.

### **SPECIAL CONDITIONS**

**Newly Acquired Articles:** If you acquire any additional articles of the type for which an amount of insurance is shown, we will automatically insure these under this coverage provided you notify us within 30 days. We will not pay more than \$5,000 under this extension. We will adjust your premium on a pro rata basis from the date of the acquisition.

**Territorial Limit:** This insurance applies to insured property anywhere in the world, but only while your principal residence is maintained within the Province of Saskatchewan.

**Replacement Cost Coverage** We agree to pay any loss insured by this coverage on the basis of replacement cost subject to the policy limits, provided that:

1. the property at the time of loss was usable for its original purpose and is not obsolete;
2. you have repaired or replaced the property promptly. Otherwise the basis of claim payment in the policy will apply as if this coverage had not been in effect.

Replacement Cost Coverage will not apply to the following:

1. antiques, fine arts, paintings, statuary and similar articles which, by their inherent nature, cannot be replaced with a similar article;
2. fur garments or garments trimmed with fur or bridal gowns that are 5 years of age from the date they were originally purchased new;
3. motorized lawn mowers and other motorized gardening equipment.

**DEDUCTIBLE:** We are responsible only for the amount by which the loss or damage caused by any of the insured perils exceeds the amount of the deductible shown on the Coverage Summary page in any one occurrence.

### **MOBILE HOME TRANSIT COVERAGE**

If the Coverage Summary page shows that rider X537 applies, the insurance on the Mobile Home described on the Coverage Summary page and the insurance, if any, on your personal property contained in the Mobile Home, is extended to provide the coverage set out below while the Mobile Home is in transit for a single trip within the Province of Saskatchewan. This coverage applies from the time the Mobile Home is connected to a power unit at the site from which it is to be moved until it is disconnected from the power unit at its destination.

**INSURED PERILS** - During the period of time that this coverage applies, we insure against direct loss or damage caused by the following perils as described and limited.

1. Fire, lightning, and explosion;
2. Collapse of bridges, culverts, docks, wharves, landing sheds, depots, stations or platforms;
3. Falling objects striking the exterior of the Mobile Home;
4. Impact by aircraft or land vehicles;
5. Riot;
6. Smoke;
7. Stranding, sinking, burning, collision, upset or derauling of any vehicle moving the mobile home;
8. Collision of the mobile home with another object or upset or overturn of the mobile home;
9. Vandalism or Malicious Acts;
10. Windstorm or Hail. This peril does not include any dent damage to the outer metal covering of the mobile home, unless the metal is punctured (pierced to make an opening in the metal covering).



**DEDUCTIBLE** - We are responsible only for the amount by which the loss or damage insured by this rider exceeds the greater of \$1,000 or the deductible amount shown on the Coverage Summary page as applying to the mobile home, in any one occurrence.

Except as otherwise provided by this rider, all terms, conditions, limitations and exclusions applying to the insured property remain in effect.

#### **SEWER BACK-UP ENDORSEMENT – T326**

If the Coverage Summary page shows that Rider T326 applies, we provide the following insurance in return for payment of the premium:

We insure against direct loss or damage to insured property caused by the backing up or escape of water from a sewer, sump, or septic tank.

This peril does not include damage:

1. caused directly or indirectly by continuous or repeated seepage or leakage;
2. to the system or appliance caused by rust, corrosion or deterioration;
3. resulting from escape of water from a sump pit not equipped with an operable sump pump;
4. to public watermains or outdoor plumbing systems and equipment attached, including but not limited to swimming pools, hot tubs, spas and similar installations;
5. occurring while the building or unit is under construction or vacant even if we have given permission for construction or vacancy;

**SECTION IV – CONDITIONS**  
**STATUTORY CONDITIONS**

**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 willful 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 the 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 willfully false statement in a statutory declaration in relation to any of the above particulars, shall vitiate the claim of the person making the declaration.

**Who may give notice and proof**

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

**Salvage**

- 9 (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 appraisal or particular estimate of the loss or damage, but the insurer shall not be entitled to the control or possession of the insured property, and without the consent of the insurer there can be no abandonment to it of insured property.

**Appraisal**

11 In the event of disagreement as to the value of the property insured, the property saved or the amount of the loss, those questions shall be determined by appraisal as provided under *The 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 \*\***  
**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.

### **GENERAL EXCLUSIONS**

The following General Exclusions 1, 2 and 3 and General Conditions 1 to 4 inclusive shall apply to all fire and extended coverage and multi-peril riders and endorsements attached to this policy, except as these exclusions or conditions may be modified or supplemented by the riders and/or endorsements attached to this policy.

This policy does not cover:

1. loss, destruction or damage caused by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power;
2. loss, destruction or damage caused by contamination by radioactive material;
3. loss, directly or indirectly, proximately or remotely, arising in consequence of or contributed to by the enforcement of any bylaw, regulation, ordinance or law regulating zoning or the demolition, repair or construction of buildings or structures, which bylaw, regulation, ordinance or law makes it impossible to repair or reinstate the property as it was immediately prior to the loss.

### **GENERAL CONDITIONS**

1. Subject to general conditions 2 below, the company shall not be liable:
  - a. for more than the portion of any loss, destruction or damage covered by this policy which the applicable limit under this policy bears to the total amount of insurance coverage against the peril of fire, irrespective of whether or not such other insurance provides insurance in respect to the perils covered by this policy, whether by endorsement thereto or otherwise;
  - b. where such other insurance does not insure against loss, destruction or damage by fire, for more than the excess (if any) of any loss or damage over the applicable limit of any other insurance which would attach if the insurance under this policy had not been effected.
2. If the insured has at the inception date of this policy any other insurance on the property covered by this policy which is not disclosed to the company, or effects any other insurance thereon after the inception date of this policy without the written consent of the company this policy shall be void.

### **REINSTATEMENT**

3. Unless notice is given to the insurer to the contrary, any reduction in the amount insured under any item of this policy due to the payment of any loss or losses shall upon such payment automatically be reinstated for the balance of the term of said Policy, and additional premium on a pro rata basis, shall on demand become payable therefor.

### **DEDUCTIBLE CLAUSE**

4. The company is liable only for the amount by which the loss or damage caused by any of the perils insured against under this policy exceeds the amount of deductible in any one occurrence.

### **NOTICE TO AUTHORITIES**

5. Where the loss is due to malicious mischief, burglary, robbery, theft, or attempt thereat, or is suspected to be so due, the insured shall give immediate notice thereof to the police or other authorities having jurisdiction.

### **NO BENEFIT TO BAILEE**

6. It is warranted by the insured that this insurance shall in no wise inure directly or indirectly to the benefit of any carrier or other bailee.

### **PAIR AND SET**

7. In the case of loss of or damage to any article or articles, whether scheduled or unscheduled, which are a part of a set, the measure of loss of or damage to such article or articles shall be a reasonable and fair proportion of the total value of the pair or set, but in no event shall such loss or damage be construed to mean total loss of the set.

### **PARTS**

8. In the case of loss of or damage to any part of the insured property whether scheduled or unscheduled consisting when complete for use of several parts, the company is not liable for more than the insured value of the part lost or damage, including the cost of installation.

#### **VALUATION AND REPLACEMENT**

9. Unless otherwise provided, the company is not liable beyond the actual cash value of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused and shall in no event exceed what it would then cost to repair or replace the same with material of like kind and quality.

#### **SUBROGATION**

10. The company, upon making any payment or assuming liability therefor under this policy, shall be subrogated to all rights of recovery of the insured against any person, and may bring action in the name of the insured to enforce such rights. Where the net amount recovered after deducting the costs of recovery is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount shall be divided between the company and the insured in the proportions in which the loss or damage has been borne by them respectively.

#### **CANADIAN CURRENCY**

11. All limits of insurance, premiums and other amounts as expressed in this Policy are in Canadian currency.

#### **CO-OPERATION**

12. You are required to:
  - a. help us obtain witnesses, information and evidence about the loss or damage and co-operate with us in the investigation of any claim or in any legal action if we ask you;
  - b. immediately send us everything received in writing concerning the claim including legal documents.

THIS POLICY IS MADE AND ACCEPTED SUBJECT TO THE FOREGOING STIPULATIONS AND CONDITIONS WHICH ARE HEREBY SPECIALLY REFERRED TO AND MADE A PART OF THIS POLICY, together with such other provisions, agreements, or conditions as may be endorsed hereon or added hereto. No term or condition of this policy shall be deemed to be waived by the company in whole or in part unless the waiver is clearly expressed in writing, signed by a person authorized for that purpose by the insurer. Neither the insurer nor the insured shall be deemed to have waived any term or condition of this policy by any act relating to the appraisal of the amount of loss to the delivery and completion of proofs, or to the investigation or adjustment of any claim under the policy.

#### **\*\* *The Limitations Act S.S. 2004, c.L-16.1* May 1, 2005**

##### **Basic limitation period**

- 5 Unless otherwise provided in this Act, no proceedings shall be commenced with respect to a claim after two years from the day on which the claim is discovered.

##### **Discovery of claim**

- 6 (1) Unless otherwise provided in this Act and subject to subsection (2), a claim is discovered on the day on which the claimant first knew or in the circumstances ought to have known:
  - (a) that the injury, loss or damage had occurred;
  - (b) that the injury, loss or damage appeared to have been caused by or contributed to by an act or omission that is subject of the claim;
  - (c) that the act or omission that is the subject of the claim appeared to be that of the person against whom the claim is made; and
  - (d) that, having regard to the nature of the injury, loss or damage, a proceeding would be an appropriate means to seek to remedy it.
- (2) A claimant is presumed to have known of the matters mentioned in clauses (1)(a) to (d) on the day on which the act or omission on which the claim is based took place, unless the contrary is proved.

##### **Ultimate limitation periods**

- 7 (1) Subject to subsections (2) to (4), with respect to any claim to which a limitation period applies, no proceeding shall be commenced after 15 years from the day on which the act or omission on which the claim is based took place.
- (2) With respect to any claim against a purchaser of property for value acting in good faith to which a limitation period applies, no proceeding shall be commenced with respect to

conversion of the property after two years from the day on which the property was converted, whether or not the limitation period has expired.

(3) **Repealed.** 2007, c.28, s.3.

- (4) With respect to a claim based on an act or omission that causes or contributes to the death of an individual, no proceeding shall be commenced after two years from the earlier of:
- a) the day on which the death of the individual is discovered; and
  - b) the day on which, by a decision of a court of competent jurisdiction, the individual is presumed to have died.

**STANDARD MORTGAGE CLAUSE**  
(approved by The Insurance Bureau of Canada)

IT IS HEREBY PROVIDED AND AGREED THAT:

**Breach of Conditions by Mortgagor, Owner or Occupant**

1. This insurance and every documented renewal thereof - AS TO THE INTEREST OF THE MORTGAGEE ONLY THEREIN — is and shall be in force notwithstanding any act, neglect, omission or misrepresentation attributable to the mortgagor, owner or occupant of the property insured, including transfer of interest, any vacancy or non-occupancy, or the occupation of the property for purposes more hazardous than specified in the description of the risk; PROVIDED ALWAYS that the Mortgagee shall notify forthwith the Insurer (if known) of any vacancy or nonoccupancy extending beyond thirty (30) consecutive days, or of any transfer of interest or increased hazard THAT SHALL COME TO HIS KNOWLEDGE; and that every increase of hazard (not permitted by the policy) shall be paid for by the Mortgagee — on reasonable demand — from the date such hazard existed, according to the established scale of rates for the acceptance of such increased hazard, during the continuance of this insurance.

**Right of Subrogation**

2. Whenever the Insurer pays the Mortgagee any loss award under this policy and claims that — as to the Mortgagor or Owner — no liability therefor existed, it shall be legally subrogated to all rights of the Mortgagee against the insured; but any subrogation shall be limited to the amount of such loss payment and shall be subordinate and subject to the basic right of the Mortgagee to recover the full amount of its mortgage equity in priority to the insurer; or the Insurer may at its option pay the Mortgagee all amounts due or to become due under the mortgage or on the security thereof, and shall thereupon receive a full assignment and transfer of the mortgage together with all securities held as collateral to the mortgage debt.

**Other Insurance**

3. If there be any other valid and collectible insurance upon the property with loss payable to the Mortgagee — at law or in equity — then any amount payable thereunder shall be taken into account in determining the amount payable to the Mortgagee.

**Who May Give Proof of Loss**

4. In the absence of the insured, or the inability, refusal or neglect of the insured to give notice of loss or deliver the required Proof of Loss under the policy, then the Mortgagee may give the notice upon becoming aware of the loss and deliver as soon as practicable the Proof of Loss.

**Termination**

5. The term of this mortgage clause coincides with the term of the policy; PROVIDED ALWAYS that the insurer reserves the right to cancel the policy as provided by Statutory provision but agrees that the Insurer will neither terminate nor alter the policy to the prejudice of the Mortgagee without the notice stipulated in such Statutory provision.

**Foreclosure**

6. Should title or ownership to said property become vested in the Mortgagee and/or assigns as owner or purchase under foreclosure or otherwise, this insurance shall continue until expiry or cancellation for the benefit of the said Mortgagee and/or assigns.

Subject to the terms of this Mortgage Clause (and these shall supersede any policy provisions in conflict therewith but only as to the interest of the Mortgagee), loss under this policy is made payable to the Mortgagee.