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# Prestige

Home insurance options for your distinctive lifestyle needs



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# Prestige Home Insurance

## Insurance for Homeowners

**Your** Homeowners insurance policy is made up of a Cover Page and this booklet. This booklet explains **your** coverages. **Your** Cover Page shows what **we** agree to insure, the coverage **we** provide and the **amount of protection**. It also shows the premium **you** have agreed to pay. All amounts of protection are shown and all losses are payable in Canadian dollars.

**Your** Homeowners insurance policy covers **your dwelling(s)**, outbuilding(s), belongings and personal liability. Other property may be insured if **you** choose.

This policy booklet is in 4 parts:

### Part 1 – Dwelling, Outbuildings and Belongings

- explains coverage for property **you** own or use.

### Part 2 – Personal Liability

- explains coverage for **your** liability due to **your** personal actions that involve **bodily injury** or **property damage** to someone else.

### Part 3 - Legal Expense Insurance

- explains coverage for Legal Expense Insurance provided by this policy.

### Part 4 – Statutory Conditions

- these are conditions **we** must tell **you** about by law.

All claims will be settled directly with the person(s) named on **your** Cover Page. Only the person(s) named on **your** Cover Page may make a claim against this policy and may take legal action against **us**.

Claims presented for loss or damage by any person(s) covered under this policy shall be considered to be made by all named or unnamed insured person(s) jointly. Action(s) of any person either individually or jointly shall be considered action(s) by all for the purpose of investigation and settlement of losses.

The key to **your** policy is its Cover Page. It shows the type and amount of **your** coverage. It gives the location of property **you** are insuring and it describes certain types of property **you** are insuring. **Your** coverage starts at 12:01 A.M. standard time on the **Effective Date**. It ends at 12:01 A.M. standard time on the **Expiry Date**. The Cover Page shows both of these dates. This is **your policy term**.

This policy contains various exclusions and limitations that 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 legally liable.***

## Definitions

In addition to other terms defined elsewhere in the Policy, as used herein and in any further amendment, the following terms and expressions have the following meanings:

**Actual Cash Value** means the cost to replace or repair **your** property considering depreciation which includes such things as its age, condition, resale value, obsolescence, and normal life expectancy at the time of loss. The value of property usually falls as it ages. Thus, **Actual Cash Value** is normally lower than the cost to replace **your** property at today's prices.

**Amount of Protection** means the maximum amount **we** will pay for an insured loss in any one **occurrence** or incident. Different amounts apply to different coverages and these amounts are shown on the Cover Page.

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

**Business Premises** means **premises** on which a **business** is conducted.

**Business Property** means property pertaining to a **business**, trade, profession or occupation.

**Collapse** means the complete failure or breaking down of a foundation, wall, floor or roof of **your dwelling** or outbuilding.

**Data** means representations of information or concepts, in any form, including programs, recorded on electronic media usable in **data** processing operations.

**Data Problem** means:

- erasure, destruction, corruption, misappropriation, misinterpretation of **data**; or
- error in creating, amending, entering, deleting or using **data**; or
- inability to receive, transmit or use **data**.

**Dwelling** means the building at the location described on the Cover Page, occupied by **you** as a private residence.

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

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

**Identity Theft** means the act of knowingly acquiring, transferring or using key pieces of a persons identity, without lawful authority, which represents a violation of any federal, provincial, territorial or local law.

**Identity Theft Occurrence** means any act or series of acts of **identity theft** by a person or group of persons.

**Insured** means the person(s) named on **your** Cover Page and the following unnamed person(s) living in the same **dwelling**:

- the spouse of the person(s) named on the Cover Page. Spouse also means either of 2 persons of the same or opposite sex who have been continuously living together in a conjugal relationship and have so lived together for a period of 2 years or, if they are the natural or adoptive parents of a child, for a period of 1 year.
- the relatives of any of the above.
- anyone in the care of any of the above.

**We** also mean the following person(s):

- any unmarried student(s) attending school and residing away from **your dwelling** who is dependent on the Named Insured or his or her spouse for support and maintenance.
- any spouse, mother, father, grandmother, grandfather or child of the person(s) named on the Cover Page, while residing away from **your dwelling** in an approved nursing or care home.

**Insured Peril** means a cause of loss or damage insured under the type of coverage shown on **your** Cover Page for that specific property.

**Jet Propulsion Personal Watercraft** means any motorized sea vehicle, jet ski or other motorized water device designed as a self-propelled unit used on water. They can be designed to carry the operator only or to carry the operator and 1 or more passengers. Where **we** use the term personal watercraft unit it means a **jet propulsion personal watercraft** as defined herein.

**Pollutant(s)** means any solid, liquid, gaseous or thermal irritant or contaminants, including smoke, odour, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**Principal Residence** means the sole or primary location at which **you** live.

**Replacement Cost** means the cost to repair or replace property with material of similar kind and quality at today's prices without deduction for depreciation.

**Residence Employee** means a person employed by **you** to perform duties in connection with the maintenance or use of the **premises**. This includes persons who perform household or domestic services for **you**, or duties of a similar nature, at or away from **your premises**. This does not include persons while performing duties in connection with **your business**.

**Rupture** means damage to a plumbing, heating, fire sprinkler or air conditioning system within **your dwelling** caused by sudden and accidental bursting, tearing apart, cracking, burning, or bulging of the system, due to the pressure of or lack of water or steam.

**Secondary Residence** means a **dwelling** that **you** occupy that is not **your principal residence**. This **dwelling** cannot be unoccupied for more than 60 consecutive days at any time during the policy term.

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

**Surface Waters** means water on the surface of the ground where water does not usually accumulate in ordinary circumstances.

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

**Vacant** means the **dwelling** is not occupied and, regardless of the presence of furnishings:

- all occupants have moved out with no intention of returning and no new occupant has taken up residence; or
- no occupant has yet taken up residence, however, a newly acquired **dwelling** which is to be **your principal residence**, will not be deemed **vacant** for the first 30 days from the date of title registration to **you**.
- the **dwelling** will not be deemed to be **vacant** or subject to vacancy restrictions or exclusions up to the first 90 consecutive days following the death of the **Insured** or until the expiry date of the policy, whichever comes first.

By **occupant we** mean only those persons defined under **Insured**.

**Water Escape** means accidental discharge or overflow of water or steam from a plumbing, heating, fire sprinkler or air conditioning system, household appliance, aquarium, waterbed, a swimming pool or hot tub or their equipment, or a public **watermain**.

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

**We, us** or **our** means SGI CANADA.

**You** or **your** refers to **Insured** – see definition.

# Part 1 – Your Dwelling, Outbuildings and Belongings

## Your Premises

Means **your dwelling** and the grounds and outbuildings associated with it that **you** own and live on, at the location shown on **your** Cover Page. **We** cover the following property for the **amount of protection** shown on **your** Cover Page.

## Your Dwelling

Means **your dwelling** and attached additions including equipment and structures that are permanently in place as part of **your dwelling** and its grounds except those used in whole or in part for any **business** or farming purpose. This includes such things as fences, storm windows, satellite antennae, swimming pools, and their attached equipment. These things are covered even while away from **your dwelling** for a short time due to repair or seasonal storage.

**We** cover building materials that **you** are going to use as part of **your dwelling**:

- a) located on **your premises**.
- b) which **you** acquire and transport to **your premises**.

Permission is granted to make alterations, additions and repairs to **your dwelling**.

## Your Outbuildings

**(This does not apply to buildings located on an insured farm premises with the exception of garden sheds and gazebos as limited under Property with Specific Amounts of Protection.)**

Means any building located on the grounds and separated from the **dwelling**. They are separate buildings even if they are attached to the **dwelling** by a fence, utility line or similar connection. This includes such things as garages, garden sheds, gazebos, and swimming pool enclosures.

**We** cover building materials **you** are going to use as part of **your** outbuildings:

- a) located on **your premises**.
- b) which **you** acquire and transport to **your premises**.

**We** will also cover boathouses, docks and boat lifts, which are located at the same resort area as **your dwelling**.

**We** will not cover outbuildings that are used in whole or in part for any **business**, residential occupancy, or farming purpose. **You** may rent them to someone else, as long as they are not used in whole or in part for any **business**, residential occupancy or farming purpose.

Permission is granted to make alterations, additions and repairs to **your** outbuilding.

## Your Belongings

Means personal property that **you** own or use, kept at **your premises**. Coverage is extended to include the following:

- belongings that are away from **your premises** temporarily, other than belongings in storage. Belongings in storage shall mean belongings not in current use and kept at a location away from **your premises**.
- belongings in storage in an occupied private **dwelling**.
- belongings stored in a commercial storage facility designed for that purpose.

- belongings in storage away from **your premises** for up to 30 consecutive days, if stored elsewhere than in an occupied private **dwelling** or commercial storage facility designed for that purpose. **We** will extend this 30 day coverage if **you** tell **us** of placing **your** belongings into storage and this is shown on **your** Cover Page. This will involve an extra premium charge.
- furs, watercraft, their equipment, accessories, outboard motors, and **jet propulsion personal watercraft**, including unlicensed boat trailers during seasonal storage away from **your premises**.
- golf carts kept year round at a golf course.
- belongings of each unmarried student, as defined under **Insured**, while going to school and residing away from **your dwelling**.
- belongings of an unnamed person, as defined under **Insured**, while residing away from **your dwelling** in an approved nursing or care home.
- belongings while **you** move them to a new **principal residence** in Canada. This coverage lasts for 60 days from the day **you** start the move and covers losses occurring:
  - at **your premises** shown on **your** Cover Page.
  - in transit.
  - at **your new premises**.

There are some limits on the kind of belongings **we** will cover and the amounts blanket coverage will pay. They are shown in the sections entitled **Property with Specific Amounts of Protection** and **Property and Causes of Loss We Do Not Cover** contained within this wording booklet.

**Any belongings we cover as Special Belongings or which are specifically insured elsewhere are not covered here.**

## Specified Perils

For the purposes of this insurance contract, **Specified Perils** will be defined as follows:

- 1) **Fire or Lightning.**
- 2) **Explosion or Implosion.**
- 3) **Smoke.** By this **we** mean damage due to sudden and unusual failure of a heating or cooking unit in or on the **premises**. This could include such things as a furnace, stove or fireplace.
- 4) **Falling Objects** that hit the outside of an insured building or structure.
- 5) **Impact by Aircraft, Spacecraft or Land Vehicles.**
- 6) **Riot.**
- 7) **Vandalism or Malicious Acts.** **We** do not cover loss or damage:
  - directly or indirectly caused by theft or attempted theft.
  - while **your dwelling** is under construction or **vacant** regardless if permission for construction or vacancy was given elsewhere.
  - caused by **you** or anyone living in **your** household.
  - caused by any tenant, tenant's guests, tenant's employees, or members of their households.
- 8) **Water Escape and Rupture.** If **you** are away from **your premises** for more than 10 consecutive days during the normal heating season, **you** must do 1 of 3 things. **You** must shut off the water supply and drain all pipes, attached fixtures, and appliances; **or** arrange to have a reliable person come in daily to check the heating; **or** have **your dwelling** electronically monitored 24 hours per day by a company that monitors and responds to a low temperature signal. If **you** do not, **we** will not cover loss or damage caused by freezing, or resulting water damage.



**We** do not cover loss or damage to **your dwelling** or belongings if **your dwelling** has been **vacant** for more than 30 consecutive days or while **your dwelling** is under construction.

**We** do not cover loss or damage caused by freezing to any part of a plumbing, heating, fire sprinkler, or air conditioning system, or household appliance that is not in a heated building, or any resulting water damage.

**We** do not cover damage caused:

- by rust, corrosion or deterioration.
  - by seepage or continuous or repeated leakage.
  - by back up, discharge or escape or overflow of water or sewage from a sewer, sump, septic tank, or eavestrough or downspout connected to **your sewer**.
- 9) **Windstorm or Hail.** The interior of a building and belongings inside are also covered, but only if the damage happens immediately after wind or hail first makes an opening in the building. This peril does not cover loss or damage caused by waves, flood, high water, ice, rain, snow or sleet, whether driven by wind or not.
- 10) **Electricity.** Means sudden and accidental loss or damage caused by artificially generated electrical current.
- 11) **Transportation.** **We** cover loss or damage to belongings and building fixtures and fittings while they are being transported if caused by an accident to the transporting vehicle.

## **Insured Perils – Comprehensive Perils – (Cover Code C)**

**You** are insured against all risks of direct physical loss or damage to **dwellings**, outbuildings and belongings subject to the terms, exclusions, conditions and limitations shown in this booklet. Shown below are some perils or causes of loss that **we** exclude. If these are the cause of loss or damage, **we** will not cover such loss or damage.

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

- a) caused by water below ground level including that which exerts pressure on or flows, seeps or leaks through any opening in a sidewalk, driveway, foundation, wall, window, door, or floor. **We** will however, cover if it was due to a sudden and unexpected escape of water from a swimming pool or its attached equipment, fire fighting activities, or a public **watermain**.
- b) caused by flood, **surface water**, waves, tidal waves, overflow of streams or other bodies of water, spray, ice, waterborne ice, shoreline ice build-up, or waterborne objects whether any of the former are driven by wind or not. But **we** will, however, cover loss or damage if it is due to a sudden and unexpected escape of water from a swimming pool or attached equipment, fire fighting activities, or a public **watermain**. **We** will cover watercraft due to sudden and unexpected flood, **surface water** and waves.
- c) caused by wear and tear, rust, corrosion, or deterioration.
- d) caused by freezing or resulting **water escape** from a plumbing, heating, fire sprinkler or air conditioning system, or household appliance during the normal heating season and **you** are away from **your premises** for more than 10 consecutive days. In order to have this coverage, **you** must do 1 of 3 things. **You** must shut off the water supply and drain all pipes, attached fixtures, and appliances, **or** arrange to have a reliable person come in daily to check the heating, **or** have **your dwelling** electronically monitored 24 hours per day by a company that monitors and responds to a low temperature signal. But **we** will not cover loss or damage if **your dwelling** has been **vacant** for more than 30 consecutive days or while **your dwelling** is under construction, even if **we** have given permission for construction or vacancy.
- e) caused by dampness of atmosphere, extremes of temperature, condensation, wet or dry rot, mould, contamination, inherent vice, unknown flaw and defect.
- f) caused by mechanical breakdown, except as covered under **Added Features – Home Systems Protection**.

- g) caused by cracking of ceilings or walls.
- h) caused by seepage or continuous or repeated leakage of water or steam from a plumbing, heating, fire sprinkler or air conditioning system, household appliance, a swimming pool or hot tub or their attached equipment, or a public **watermain**.
- i) caused by **rupture** or freezing to an outdoor swimming pool or hot tub and the attached equipment of either, any part of a plumbing, heating, fire sprinkler, or air conditioning system, or household appliance not in a heated building or to a public **watermain**.
- j) due to theft or attempted theft, vandalism or malicious acts:
  - (i) to property from that part of **your premises** rented by **you** to others caused by any tenant, tenant's guests or tenant's employees or members of their household.
  - (ii) caused by **you** or anyone living in **your** household.
- k) caused by escape of water or steam from a plumbing, heating, fire sprinkler or air conditioning system, household appliance, swimming pool or hot tub or their attached equipment, or a public **watermain** occurring after **your dwelling** has been **vacant** for more than 30 consecutive days or while **your dwelling** is under construction, even if **we** have given permission for construction or vacancy.
- l) caused by vermin including skunks, rodents, raccoons, moths, insects, and domesticated animals including birds.
- m) caused by sudden and accidental bursting, tearing apart, cracking, burning, or bulging due to the pressure of or the lack of water or steam in a plumbing, heating, fire sprinkler or air conditioning system or an appliance for heating water occurring while **your dwelling** has been **vacant** for more than 30 consecutive days or while **your dwelling** is under construction, even if **we** have given permission for construction or vacancy.
- n) due to theft or attempted theft, vandalism or malicious acts while **your dwelling** is under construction or **vacant**, even if **we** have given permission for construction or vacancy.
- o) due to marring or scratching of any property or breakage of any fragile or brittle article unless caused by a **Listed Peril**, theft, or attempted theft.
- p) to glass while **your dwelling** or outbuilding is under construction or **vacant** even if **we** have given permission for construction or vacancy.
- q) to retaining walls not constituting part of an insured building, unless caused by a **Listed Peril**.
- r) caused by accidental discharge or seepage or continuous or repeated leakage of sewage or water from a sewer, sump, septic tank or eavestrough or downspout connected to a sewer. **We** do not cover loss or damage caused by back up, discharge or escape or overflow of water or sewage from public sewers or drains outside **your dwelling**.
- s) caused by smoke from agricultural or industrial operations.
- t) to sporting equipment due to the use of it.

**We** do not cover the following 3 things if they happen at the same time as an excluded peril or cause of loss above or elsewhere in this policy or contribute with an excluded peril or cause of loss to produce a loss:

- weather conditions.
- acts or decisions of any person, civic authorities, or government authorities.
- faulty, inadequate, or defective planning, design, material, construction, or maintenance of public utilities or public structures.

**Specified Perils** referred to previously are: fire, lightning, explosion or implosion, smoke, falling objects, impact by aircraft, spacecraft or land vehicles, riot, vandalism or malicious acts, **water escape, rupture**, windstorm or hail, electricity, transportation; as defined.

There are other causes of loss **we** will not cover under this policy. These are shown under **Property and Causes of Loss We Do Not Cover**.

## Added Features Of Your Part 1 Coverage

We provide **added features** along with **your** regular coverage at no extra cost. These may be special types of coverage available to **you**, or they may be special uses of **your** regular coverage. We have noted those features that **add to your amount of protection**. Otherwise the coverages described are **part of the amount of protection** shown on **your** Cover Page.

### Additional Baby Sitting Expense

If **your dwelling** is rendered unliveable by an **insured peril**, we will pay up to \$50 in total per day for a period of 10 days to reimburse **you** for any additional babysitting costs **you** may incur. These costs must be incurred following the loss and during the period of claims settlement. We will pay for children below the age of 14 years. This coverage adds to **your total amount of protection**. This coverage is not subject to a deductible.

### Arson Conviction Reward

We will pay \$5,000 for information which leads to a conviction for arson in connection with a fire loss to property insured by this policy. The amount we pay adds to **your total amount of protection**. The \$5,000 limit will not be increased regardless of the number of persons providing information. This coverage is not subject to a deductible.

### Automatic Acquisitions

Any belongings that are insurable under this policy that **you** acquire after the effective date of this policy are automatically covered subject to the terms of this policy. This includes items **you** purchase while away on vacation.

### Automatic Residence Coverage

When **you** purchase a new **dwelling** in Canada to replace **your dwelling** shown on the Cover Page and notify **us** within 45 days of the title registration to **you**, we will cover both **dwellings** for a period of 45 days before or after that registration. This coverage no longer applies after the policy expiry date or after someone else has legal title to the **dwelling**. The amount we pay adds to **your total amount of protection**. We will not pay more than the amount shown on the Cover Page for each **dwelling**.

### Belongings of Guests and Residence Employees

**You** may use up to 15% of **your** belongings protection for belongings of **your residence employees** or non-paying guests. These belongings must be at **your premises** or in the care of **residence employees** carrying out duties of their employment away from **your premises**. The loss must be due to a peril for which **your** own belongings are insured. **Your** guests or **residence employees** must not have any coverage on their belongings. All claims will be settled directly with **you**.

### Collapse

We cover direct physical loss or damage due to the **collapse** of a foundation, wall, floor, or roof of **your dwelling** or outbuildings caused by any of these 3 things:

- a peril insured by this policy.
- the weight of contents, equipment, or people.
- the weight of rain, ice, snow, or sleet on the roof.

We do not cover loss or damage caused by **collapse** while **your dwelling** or outbuilding is **vacant** or under construction even if we have given permission for vacancy or construction.

### Credit, Debit, or Electronic Funds Transfer Cards, Cheques, and Counterfeit Money Coverage

This coverage adds to **your total amount of protection**. This coverage is not subject to a deductible. The loss must take place during the policy term, but **you** are covered even if **you** do not discover the loss for up to a year after the policy term ends.

**We** will pay for:

- 1) **Your** legal obligation to pay because of the theft or unauthorized use of credit or debit cards issued to **you** or registered in **your** name provided that **you** have complied with all conditions under which the card was issued;
- 2) Loss caused by theft and use of **your** automated teller card provided **you** have complied with all the conditions under which the card was issued;
- 3) Loss to **you** caused by forgery or alteration of cheques, drafts or other negotiable instruments;
- 4) Loss by **your** acceptance in good faith of counterfeit Canadian or United States currency.

**We** do not insure:

- a) Losses caused by **your** dishonesty;
- b) Losses arising out of **your business pursuits**;
- c) Losses caused by the use of **your** credit, debit or automated teller card by a resident or **residence employee** of **your** household, or by a person to whom **you** have entrusted the card.

If **you** are sued for the payment of a credit card charge or cheque that has been forged or altered. **We** will pay for **your** reasonable legal expenses. **You** must have **our** permission to defend yourself against the suit.

**We** will pay up to \$25,000 in total for all losses in any 1 policy term, even if the losses involve more than 1 card, cheque forgery, law suit, or piece of counterfeit money, or involve multiple purchases, transactions, or **occurrences**.

### **Debris Removal**

**You** may have **us** pay to remove debris of insured property from **your premises**, if **your** insured property has been damaged or destroyed by an **insured peril**.

**We** will also pay for removal of property of others, excluding trees, shrubs and plants, blown on to **your premises** by windstorm, if **your** insured property is damaged or destroyed by an **insured peril**.

Debris removal expenses shall not be considered for the purpose of applying any co-insurance.

### **Declaration of Emergency Endorsement (Extension of Termination or Expiry Date)**

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

1. The **Emergency** must have a direct effect or impact on:
  - a) the **Insured**, the insured site or insured property located in the declared emergency area; or
  - b) the operations of the Insurer or its agent/broker located in the declared emergency area.
2. a) Any time limitation described in the Termination condition of this policy, with respect to termination of this policy by the Insurer, will not continue to run until the **Emergency** is terminated plus the lesser of:
  - (i) 30 days; or
  - (ii) the number of days equal to the total time the **Emergency** order was in effect.
- b) If this policy is due to expire during an **Emergency**, it will continue in force until the **Emergency** is terminated plus the lesser of:
  - (i) 30 days; or
  - (ii) the number of days equal to the total time the **Emergency** order was in effect.

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

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

4. Definitions:

**Emergency** is defined as the first statutory declaration of an emergency:

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

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

### **Emergency Entry Property Damage**

Coverage is automatically provided to repair damage to **your dwelling** (permanent or temporary residence) if damaged as a result of forcible entry by police, ambulance, fire department, or other persons to save and preserve life. This coverage adds to **your total amount of protection**. This coverage is not subject to a deductible.

### **Estate Coverage**

Coverage restrictions due to vacancy will not apply within the first 90 days (or expiry date of the policy, whichever comes first) from the date **your dwelling** becomes **vacant** or unoccupied due to the death of an **Insured**.

Upon expiration of this coverage Part 1 General Conditions for vacancy will apply.

### **Fraud Conviction Reward**

**We** will pay up to \$5,000 for information that leads to a conviction of fraud in connection with an insured loss to property insured by this policy. The amount **we** pay adds to **your total amount of protection**. The \$5,000 limit will not be increased regardless of the number of persons providing information.

This coverage is not subject to a deductible.

### **Home Systems Protection**

**We** will pay up to the **amount of protection** shown for Home Systems Protection, except as specified for Spoilage below, for loss, damage or expense arising from any 1 accident under this coverage. **One accident** means if an initial accident causes other accidents, all will be considered 1 accident. All accidents that are the result of the same event will be considered 1 accident. Coverage applies only at the location shown.

**We** will cover the following:

**Damage to Covered Equipment.** **We** will pay for direct physical damage to covered equipment that is the result of an accident that occurs on the **premises**.

**Accident** means sudden and accidental:

- a) mechanical or electrical breakdown.
- b) tearing apart, cracking, burning or bulging of a steam or hot water heating system, or an air conditioning system; that results in direct physical damage to covered equipment.

**Covered equipment** means **dwellings**, outbuildings and belongings:

- a) that generates, transmits or utilizes energy; or
- b) which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.

Covered equipment may utilize conventional design and technology or new or newly commercialized design and technology.

None of the following is covered equipment:

- a) supporting structure, cabinet or compartment.
- b) insulating material associated with covered equipment.
- c) water piping other than boiler feedwater piping, boiler condensate return piping or water piping connected to a heating or air conditioning system.
- d) wastewater piping or piping forming a part of a fire protective sprinkler or irrigation system.
- e) buried or encased piping or buried vessels, however, interior buried or encased piping connected to a heating or air conditioning system is covered equipment.
- f) software or electronic data.
- g) riding lawn mowers or tractors.

## 1. Spoilage

With respect to **your** refrigerated property **we** will pay:

- a) for physical damage due to spoilage that is the result of an accident.
- b) any necessary expenses **you** incur to reduce the amount of loss under this coverage to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage as the result of an accident.

**We** will pay up to \$1,000 under this Spoilage coverage.

## 2. Increased Living Expenses and Lost Rental Income

Coverage for Increased Living Expenses and Lost Rental Income is extended to this Home Systems Protection coverage.

## 3. Expediting Expenses

With respect to **your** covered equipment that is damaged as the result of an accident, **we** will pay the reasonable cost to:

- a) make temporary repairs; and
- b) expedite permanent repairs or permanent replacement.

## 4. Exclusions

**We** will not pay under this coverage for:

- a) loss, damage or expense caused by or resulting from electrical power surge or brown out, whether or not caused by lightning.
- b) any property that is not covered equipment except for refrigerated property to the extent it is covered under Spoilage.
- c) loss, damage or expense caused by or resulting from any defect, programming error, programming limitation, computer virus, malicious code, loss of **data**, loss of access, loss of use, loss of functionality or other condition within or involving **data** or media of any kind. But if an accident results, **we** will pay for the resulting loss, damage or expense.
- d) loss, damage or expense caused by or resulting from wear and tear, deterioration, or rust or other corrosion. However, any ensuing loss to covered equipment is covered.
- e) loss, damage or expense caused by or resulting from any of the following, whether the excluded cause of loss occurs on or off the **premises**:
  - (i) fire (including fire resulting from an accident); or water or other means used to extinguish a fire;
  - (ii) explosion;
  - (iii) lightning; windstorm or hail; smoke; impact by aircraft, spacecraft or land vehicle; riot; glass breakage; falling objects; weight of snow, ice or sleet; freezing (caused by cold weather); **collapse**;

- (iv) vandalism or malicious acts or theft;
- (v) flood, **surface water**, waves, tides, tidal waves, overflow of streams or other bodies of water, spray, ice, waterborne ice, shoreline ice build-up, or waterborne objects whether any of the former are driven by wind or not; mudslide or mudflow; or water or sewage that backs up or overflows from a sewer, drain, septic tank or sump, and any other water damage including water damage resulting from an accident; or
- (vi) any earth movement, including but not limited to earthquake, subsidence, sinkhole **collapse**, landslide, earth sinking, tsunami or volcanic action.

## 5. Deductible

**We** will pay only that part of the loss that exceeds \$1,000. No other deductible applies to this coverage.

## 6. Environmental, Safety and Efficiency Improvements

If covered equipment requires replacement due to an accident, **we** will pay **you** additional cost to replace with equipment that is better for the environment, safer for people, or more energy or water efficient than the equipment being replaced. However, **we** will not pay to increase the size or capacity of the equipment and **we** will not pay more than 150% of what the cost would have been to replace with like kind and quality. This condition does not apply to the replacement of component parts or to any property to which **Actual Cash Value** applies and does not increase any of the applicable limits.

## 7. Loss Settlement

Losses under this coverage will be settled as follows:

- a) **our** payment for damaged covered property will be the smallest of:
  - (i) the applicable limit of liability;
  - (ii) the cost to repair the damaged property;
  - (iii) the cost to replace the damaged property with like kind, quality and capacity on the same **premises**; or
  - (iv) the necessary amount actually spent to repair or replace the damaged property.
- b) except as described in Environmental, Safety and Efficiency Improvements above, **you** are responsible for the extra cost of replacing damaged property with property of a better kind or quality or of a different size or capacity.
- c) if **you** do not repair or replace the damaged property within 24 months after the date of the accident, then **we** will pay only the smaller of:
  - (i) the cost it would have taken to repair at the time of the accident; or
  - (ii) the **Actual Cash Value** at the time of the accident.

## Ice Damming Snow Removal

If **you** incur an ice damming claim during the term of this policy **we** will pay up to \$1,000 to remove excess snow from the roof of **your dwelling** in order to mitigate the potential for further loss or damage from ice damming. **We** will do this only once during **your** policy term. This coverage is not subject to a deductible.

## Identity Theft Coverage

**We** will pay for identity theft expenses up to the **amount of protection** shown on **your** Cover Page for each **occurrence**. These expenses are defined as the costs associated with the restoration of **your** identity. The policy deductible will apply.

The **identity theft occurrence** must take place during the policy term. **You** are covered even if **you** do not discover the **occurrence** for up to a year after the policy term ends or after cancellation of the policy.

**We will pay:**

- a) the costs for obtaining up to 2 credit reports or profiles, notarizing affidavits and/or similar documents for law enforcement agencies, credit agencies and financial institutions or similar credit grantors;
- b) the cost to replace Canadian Government issued identification documentation, passports, driver's licence and birth certificates;
- c) the reasonable cost of certified mail, telephone expenses, and facsimile transmissions to businesses, law enforcement agencies, credit agencies and financial institutions or similar credit grantors;
- d) the fees associated with re-applying for loans due to the rejection of **your** original application as the lender(s) received incorrect information;
- e) up to 50% of the **amount of protection** shown on **your** Cover Page for this coverage for wages or salary lost by **you**. This includes time off work to complete fraud affidavits, or to meet with merchants, legal counsel, law enforcement agencies, credit agencies, and financial institutions or similar credit grantors;
- f) the reasonable legal fees incurred for:
  - (i) **your** defense for any claim(s) or any suit(s) made against **you** by any **business** or their collection agencies;
  - (ii) the removal of any criminal or civil judgments wrongly entered against **you**;
  - (iii) any challenge to the accuracy of information in **your** credit report;
  - (iv) recovering assets acquired by a third party.

This coverage does not apply to losses covered under the Credit, Debit, or Electronic Funds Transfer Cards, Cheques, and Counterfeit Money Coverage.

**Increased Living Expenses and Lost Rental Income**

**You** may use up to 25% of the **amount of protection** shown on **your** Cover Page for **your dwelling** to pay for an increase in **your** living expenses and/or loss of rental income, unless **your** Cover Page shows that **you** have Single Amount of Protection. The costs must be due to a peril for which **your dwelling** is insured. The length of time **we** will continue to make payments is not restricted by the expiry of **your** policy. The amount **we** pay adds to **your** total **amount of protection**.

**We will pay for:**

1. **Increased Living Expenses.** If the loss makes **your dwelling** unliveable, **we** will pay for **your** moving costs. **We** will pay for the reasonable increase in **your** cost of living required to maintain **your** normal standard of living. **We** will not pay expenses for things that are not needed to support **you** during the period **your dwelling** remains unliveable.

**We** will continue to pay only until **you** repair or replace **your dwelling**, or **you** permanently relocate. **We** will give **you** a reasonable time to repair or replace **your dwelling** or to settle **your** household.

2. **Lost Rental Income.** **We** will pay for **your** actual loss of rental income for those parts of **your dwelling** or outbuildings that **you** were renting out when the loss took place. **We** will pay for the fair rental value of this property even if it was not rented out when the loss took place. **You** must show **us** that **you** were trying and able to rent it out at the time of loss. **We** will pay until **you** have had a reasonable length of time to repair **your dwelling** or outbuildings. **We** will deduct any saving in expenses, such as electric and water bills, which stop because of the loss.

**We** will not pay for any increased costs for Increased Living Expenses or Lost Rental Income due to unnecessary delays on **your** part, to repair or replace **your dwelling** or outbuildings, relocate, or to settle **your** household.



**We** will also pay for Increased Living Expenses and Lost Rental Income when a public authority denies **you** access to **your premises**. **We** will pay these costs for up to 2 weeks. The denial can be due to actual or threatened damage to **your dwelling** or outbuildings, but it must be due to a Specified peril as defined for which **you** are insured.

### **Inflation Protection Factor**

To help protect **you** in the event **you** have a loss, **we** will increase the total **amount of protection** on **your dwelling**, outbuildings, and belongings by a portion of the Inflation Protection Factor (IPF) percentage (as shown on **your** Cover Page) as follows:

- 2 months after inception date – 25% of the IPF
- 5 months after inception date – 50% of the IPF
- 8 months after inception date – 75% of the IPF
- 11 months after inception date – 100% of the IPF

**Inception** means the effective date of the policy or, if the policy has been in force for more than 1 year, its last anniversary date. If **you** request a change in the amount of insurance during the policy term, the effective date of that change will be considered the **inception**, until the next policy anniversary date.

**Vacant** buildings do not have this added feature.

### **Lock Replacement Coverage**

**We** will pay up to \$3,000 for the cost of changing the key combination in **your** lock set or, if necessary, replacing the lock set(s) on **your dwelling** or outbuildings if their keys are stolen. This coverage is not subject to a deductible. **Your** policy must cover theft for this coverage to apply.

### **Loss of Income**

**We** will pay up to \$250 per day for a period of 10 days to reimburse **you** or **your** spouse for the actual loss of income **you** incur if **you** must be away from work to attend to a claim under this policy. These costs must be incurred following the loss and during the period of claims settlement. **We** will not reimburse **your** employer for any payments they make to **you** during this lost time. This coverage is not subject to a deductible.

### **Mass Evacuation**

**You** may use up to 25% of the **amount of protection** shown on **your** Cover Page for **your dwelling**, for Mass Evacuation coverage. **We** will pay for Increased Living Expenses for the period during which a public authority denies **you** access to **your premises** because of a mass evacuation order due to a sudden or unexpected event. **We** will pay these costs for up to 30 days. The amount **we** pay adds to **your** total **amount of protection**.

**We** will not pay costs due to:

- 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 foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military power, or **terrorism**.
- d) any nuclear incident as defined in the *Nuclear Liability Act*, nuclear explosion or contamination by radioactive material.

### **Outdoor Trees, Shrubs, Plants and Lawns**

**You** may use up to 5% of the **amount of protection** on **your dwelling** to pay for loss or damage to outdoor trees, shrubs, plants and lawns. Loss must be due to 1 of these 8 causes: 1) Fire. 2) Lightning. 3) Explosion or Implosion. 4) Riot. 5) Impact by Aircraft, Spacecraft or Land Vehicles. 6) Vandalism. 7) Malicious Acts. 8) Theft including damage caused by attempted theft.

**We** will pay up to \$2,500 for **your** lawn, single tree, plant or shrub including debris removal. **We** do not insure any items grown for commercial purposes or sale.

### Property Protection Coverage

**We** will pay for property that is damaged or used trying to protect **your dwelling**, outbuildings, or belongings from a loss. For example, **we** will pay to recharge a neighbor's fire extinguisher if it was used to fight **your** fire. **We** will not pay for property owned by a fire department. The amount **we** pay adds to **your** total **amount of protection**.

### Tear Out

**We** will pay to remove and replace or repair parts of **your dwelling** or **premises** if that is necessary to repair **rupture** damage to plumbing, heating, fire sprinkler or air conditioning systems.

**We** will not pay the cost for tearing out and replacing or repairing property for damage related to swimming pools, hot tubs or similar installations, public **watermains**, or sewers.

This coverage is not subject to a deductible.

### Temperature Change

If there is a failure of any system in **your dwelling** or outbuilding that maintains an artificial temperature, such as **your** furnace or freezer, **we** will pay for the loss or damage to **your** belongings that is caused by the resulting change in temperature. The belongings must be inside a building. The loss must be caused by a peril for which **you** are insured.

## Optional Coverages

**Your Cover Page** will show which of the following optional coverages apply to your policy.

### Lifestyle Coverage Options

Each of these lifestyle coverages options are available for an additional premium. **Your** Cover Page will show which (if any) of these **you** have chosen.

#### 1. Lifestyle Option A – Business

If **your** Cover Page shows **you** have this coverage **we** will pay the following increased limits under **Property with Specific Amounts of Protection**. Any belongings **we** cover as special belongings or which are specifically insured elsewhere are not covered here. For losses due to any **insured peril** **we** will pay up to these amounts:

- a) \$25,000 in all for books, tools, and instruments pertaining to a **business**, profession, trade, or occupation. **We** will pay up to \$25,000 in all for computer hardware used in a **business**, profession, trade or occupation. They are covered only at **your premises**. **We** do not cover other **business property**, such as samples, supplies, or goods held for sale.

Limits for **Credit, Debit, or Electronic Funds Transfer Cards, Cheques, and Counterfeit Money Coverage** – is increased to \$50,000 in total for all losses in any 1 policy term.

Refer to the coverage descriptions for the applicable terms, conditions and exclusions.

Limits of coverage under **Part 2 – Personal Liability Coverage** will be increased as follows:

- i) Voluntary Medical Payments will increase to \$25,000.
- ii) Voluntary Property Damage Payments will increase to \$25,000.
- iii) Defense Settlement – Supplementary Payments will increase to \$500 a day for actual loss of wages or salary.

Please refer to Part 2 – Personal Liability section of this policy for applicable terms, conditions and exclusions.

## 2. Lifestyle Option B – Collectibles and Treasures

If **your** Cover Page shows **you** have this coverage **we** will pay the following increased limits under **Property with Specific Amounts of Protection**. Any belongings **we** cover as special belongings or which are specifically insured elsewhere are not covered here. For losses due to any **insured peril we** will pay up to these amounts:

- a) \$1,000 on any 1 item and a total amount of \$10,000 in all, for losses in any 1 policy term, for trading cards and comic books.

For losses due to Theft and Comprehensive Perils **we** will pay up to these amounts:

- a) \$35,000 in all for jewelry, watches and gems.
- b) \$35,000 in all for furs, fur garments and garments trimmed with fur.
- c) \$15,000 in all for manuscripts, stamps, and philatelic property (such as stamp collections).
- d) \$15,000 in all for numismatic property (such as coin collections).

Refer to the coverage descriptions for the applicable terms, conditions and exclusions.

## 3. Lifestyle Option C – Family and Security

If **your** Cover Page shows **you** have this coverage **we** will pay the following increased limits under **Property with Specific Amounts of Protection**. Any belongings **we** cover as special belongings or which are specifically insured elsewhere are not covered here. For losses due to any **insured peril we** will pay up to these amounts:

- a) \$25,000 in all for securities.
- b) \$2,500 for bullion and \$2,500 for money. Money also includes gift cards, cash cards and gift certificates.
- c) \$25,000 in all for cemetery property anywhere in Canada.

Limits for **Additional Baby Sitting Expense** – if **your dwelling** is rendered unliveable will increase up to \$100 in total per day for a period of 10 days.

Limits for **Identity Theft Coverage** – will increase to \$50,000.

Limits for **Loss of Income** – **we** will increase to \$500 per day for a period of 10 days to reimburse **you** or **your** spouse for the actual loss of income **you** incur if **you** must be away from work to attend to a claim under this policy.

Refer to the coverage descriptions for the applicable terms, conditions and exclusions.

## 4. Lifestyle Option D – Home and Recreation

If **your** Cover Page shows **you** have this coverage **we** will pay the following increased limits under **Property with Specific Amounts of Protection**. Any belongings **we** cover as special belongings or which are specifically insured elsewhere are not covered here. For losses due to any **insured peril we** will pay up to these amounts:

- a) \$25,000 in all for watercraft, their equipment and accessories, outboard motors, **jet propulsion personal watercraft** and unlicensed boat trailers that are not required to be licensed. Coverage for fire, lightning and transportation applies anywhere in Canada or the continental U.S.A. Other perils **you** are insured for apply only at **your premises**. **We** do not cover loss or damage caused by freezing.
- b) \$15,000 in all to recreate personal records stored in a home computer located on **your premises**. The loss must be due to an **insured peril**. This coverage does not apply to **business** records stored in a home computer.
- c) \$10,000 in all for household animals, birds or fish after their death or necessary destruction that occurred within 30 days of injury caused by fire, lightning, explosion or smoke.
- d) \$25,000 for each lawnmower, garden tractor or snowblower and their attachments and accessories.

For losses due to Theft and Comprehensive Perils **we** will pay up to these amounts:

- a) \$10,000 for each bicycle, tricycle, unicycle or electric assisted bicycle (up to 500 watts and not exceeding 32 km/h), including accessories and attached equipment.

Limits for **Lock Replacement Coverage** – will increase to \$5,000 for the cost of changing the key combination in **your** lock set or, if necessary, replacing the lock set(s) on **your dwelling** or outbuildings if their keys are stolen.

Limits for **Outdoor Trees, Shrubs, Plants and Lawns** – will increase to 10% of the **amount of protection** shown on **your dwelling**. **We** will pay up to \$5,000 for **your** lawn, single tree, plant or shrub including debris removal. **We** do not insure any items grown for commercial purposes or sale.

Refer to the coverage descriptions for the applicable terms, conditions and exclusions.

## Other Optional Coverages

### Sewer Back Up Coverage

If this coverage is shown on **your** Cover Page **we** will pay for loss or damage caused by back up, accidental discharge or escape or overflow of water or sewage from a sewer, sump, septic tank, or eavestrough or downspout connected to **your** sewer.

**We** do not cover loss or damage caused by:

- a) back up, discharge or escape or overflow of water or sewage from public sewers or drains outside **your dwelling**.
- b) seepage or continuous or repeated leakage.

**We** do not cover sewer back up to **your dwelling** or belongings while **your dwelling** is **vacant** even if **we** have given permission for vacancy.

### Voluntary Fire Fighting Coverage

If **your** Cover Page shows that **you** have this coverage, **we** will pay up to the **amount of protection** shown to a fire department for its services. They must deal with a fire loss for which **your dwelling**, outbuildings, or belongings are covered or they must be needed to protect **your** property or property of others adjacent to **your premises**, from such a loss.

This coverage will apply to all property and locations shown on the Cover Page.

**We** will not pay for loss or damage to property owned or used by a fire department.

This coverage is not subject to a deductible.

## Settling a Claim

**Your** Cover Page will show the **amounts of protection** on property insured in Part 1. These amounts, along with the features **we** have said add to **your amount of protection**, are the most **we** will pay for **your** loss. The only exception to this is if **you** have the Homeowner's Guarantee.

**We** will pay for insured loss or damage up to the amount of **your** financial interest in the insured property, but not exceeding the applicable amount(s) of protection for any loss or damage arising out of 1 **occurrence**.

Any payments for loss or damage shall not reduce the amounts of insurance provided by this policy.

**We** will not pay for any increased costs due to unnecessary delays on **your** part.

Swimming pool liners are subject to **Actual Cash Value** in all cases regardless of cause of loss or age of the pool liner.

**Our** payment will also depend on **your** share of the loss and other rules used to settle claims. These are explained below.

## Deductible

A deductible is used for losses covered in Part 1.

A deductible means that **you** will have to bear the first part of **your** loss yourself. **We** will subtract this amount from the total of **your** loss. Then **we** will pay for the rest of **your** loss. **We** will pay up to **your amount of protection**. **We** will not pay if **your** loss is less than the deductible. The deductible is shown on **your** Cover Page.

**You** may have different deductibles depending on the type of property and the type of loss that **we** cover. When 2 or more items are lost or damaged in 1 loss, or several **insured perils** occur at the same time contributing to the loss, **we** will use only 1 deductible. **We** will use the largest single deductible of all that apply.

## Franchise Clause

**We** will pay the full amount of **your** insured loss where the amount of loss or damage is greater than \$25,000 or 10 times the policy deductible, whichever is greater. This clause will not apply to any loss or damage caused by sewer back up and/or **water escape** and **rupture**.

## Dwelling and Outbuildings

**We** will pay to repair or replace **your dwelling** or outbuildings according to the terms and conditions of Homeowner's Guarantee Coverage outlined below.

## Homeowner's Guarantee

**We** will pay to repair or replace **your dwelling** or outbuildings at today's prices with material of similar kind and quality. **We** will do this even if the cost is more than the amount shown on **your** Cover Page. But **we** will not pay for increased costs due to any law dealing with building or repair, except as mentioned in the Building Code/Bylaw Extra Expense added feature below. Homeowner's Guarantee does not apply if **your dwelling** is **vacant** when a loss happens.

After a loss **you** must do 3 things to get this coverage:

- **you** must rebuild **your dwelling** or outbuildings on a permanent foundation.
- **you** must rebuild **your dwelling** and outbuildings within a reasonable time.
- **you** must re-occupy **your** residence as **your principal residence**.

**We** will not pay for increased costs due to unnecessary delays on **your** part.

**You must tell us if you are making changes to your dwelling that will increase its total replacement value by \$25,000 or more**, and **you** must tell **us** within 90 days of the date when work started. For example, when **you** add on to **your dwelling** or build rooms in **your** basement. **You** must pay any additional premium for this increase in value. If **you** do not tell **us** of such changes in replacement values as required, **we** will not pay more than the **amount of protection** shown on the Cover Page. The basis of settlement will be on a **Replacement Cost** basis as defined previously in this policy. Homeowner's Guarantee will not apply. **We** will increase the **amount of protection** shown on the Cover Page only by the amount allowed under the **Added Features of Your Part 1 Coverage – Inflation Protection**.

If **you** decide not to repair or replace the damaged or destroyed **dwelling** or outbuilding, or choose not to re-occupy **your dwelling** as **your principal residence**, **we** will pay the **Actual Cash Value** of the damage at the date of loss.

## Added Features of Homeowner's Guarantee

### 1. Mortgage Rate Protector

**We** give **you** this feature with the Homeowner's Guarantee. There is no extra cost. **You** may use this feature after a total loss to **your dwelling**. A total loss is one equal to at least the **amount of protection** shown on **your** Cover Page. It must also be a loss for which **you** are covered.

Sometimes **your** bank or lending institution may have the right to call in **your** mortgage after such a loss. If they do, **you** may have to take out a new one at a higher rate of interest. **We** will pay the difference between the old and new rates on the balance of **your** outstanding mortgage.

**We** will pay each month. **We** will pay until the term of **your** old mortgage would have expired. But **we** will stop paying if **you** give up title to or interest in **your** premises.

**We** will also pay for fees charged by **your** lawyer to prepare and register the new mortgage. **We** will not pay for other costs such as judgments or service charges.

## 2. Building Code/Bylaw Extra Expense

If **your** dwelling and outbuildings must be rebuilt to meet current building codes and by-laws, this may involve extra expenses not covered by ordinary insurance. Homeowner's Guarantee will pay these extra expenses. These expenses must be due to a peril for which **your** dwelling is insured and involve only that portion of the property directly affected by an insured loss. Extra expenses due to a law preventing **you** from rebuilding on the same site are not covered.

## 3. Single Amount of Protection

a) **We** cover the following items for the single amount of protection indicated in this policy:

- belongings
- Increased Living Expenses
- Lost Rental Income
- mass evacuation

**You** decide what portion of the single amount of protection will apply to each item in the event of a loss to that item. This feature is subject to all terms, conditions and limitations of this policy.

b) Should the single amount of protection be inadequate to pay for **your** loss, **you** may use the unused portion of the remaining amounts of protection for the **dwellings**, and outbuildings.

## Belongings

**We** will pay the cost of repair or the cost of new belongings (whichever is less) of similar kind, quality and usefulness up to **your** total **amount of protection** for belongings. If **you** replace a belonging with one of lesser quality, **we** will only pay the amount **you** paid for the replacement. **You** must give **us** written proof of replacement or repair in order to get **Replacement Cost** coverage. **You** may choose payment on an **Actual Cash Value** basis initially. **You** may make a subsequent claim on a **Replacement Cost** basis but not later than 2 years after the date of loss or damage. **We** will not pay for increased costs due to unnecessary delays on **your** part. **We** will keep any salvage or proceeds from salvage.

**We** will only pay the **Actual Cash Value** for loss or damage to these 7 types of belongings:

- 1) a belonging that is not in good, useable condition at the time of loss.
- 2) a belonging not in current use by **you** at the time of loss that **you** stored away and for which **you** had no specific future use.
- 3) a belonging of an age or condition that makes it out of date or no longer useable for its original purpose.
- 4) art works, antiques, rare objects, and other items that cannot be replaced.
- 5) a belonging that has not been repaired or replaced after a loss.
- 6) spare automobile parts and accessories.
- 7) watercraft, their equipment, accessories, outboard motors, and **jet propulsion personal watercraft**, including unlicensed boat trailers that are more than 10 years of age from the date they were originally purchased as new.

## **Pairs and Sets (Applies to Belongings and Special Belongings)**

**Pair:** If there is a loss to half of a pair, **we** will pay for the complete pair. The undamaged piece becomes **our** property.

**Set:** For items that are part of a set of 2 or more pieces, **we** will only pay for those parts that had the loss. For example, if **your** chair is destroyed, **we** would pay for that damage. **We** would not pay for the matching sofa, unless it was damaged as well.

## **Obsolescence – Dwelling, Outbuildings and Belongings**

**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 only pay the cost that would have been incurred if materials or parts were available. **We** will pay the last known cost of materials or parts. This limitation will not apply to insured loss or damage to roofs, roof coverings, exterior siding materials, soffit, fascia, eaves troughs, downspouts connected to eaves troughs or vehicle entry garage doors forming part of **your dwelling** or outbuildings, nor to floor coverings forming part of **your dwelling**.

## **Property with Specific Amounts of Protection**

For certain types of property the amount **we** will pay is explained below. The deductible on **your** Cover Page applies.

- (1) **Unless otherwise specified, for losses due to any insured peril we** will pay up to these amounts:
  - a) \$10,000 in all for books, tools, and instruments pertaining to a **business**, profession, trade, or occupation. **We** will pay up to \$10,000 in all for computer hardware used in a **business**, profession, trade or occupation. They are covered only at **your premises**. **We** do not cover other **business property**, such as samples, supplies, or goods held for sale.
  - b) \$10,000 in all for securities.
  - c) \$1,000 for bullion and \$1,000 for money. Money also includes gift cards, cash cards and gift certificates.
  - d) \$10,000 in all for watercraft, their equipment and accessories, outboard motors, **jet propulsion personal watercraft** and unlicensed boat trailers that are not required to be licensed. Coverage for fire, lightning and transportation applies anywhere in Canada or the continental U.S.A. Other perils **you** are insured for apply only at **your premises**. **We** do not cover loss or damage caused by freezing.
  - e) \$10,000 in all to recreate personal records stored in a home computer located on **your premises**. The loss must be due to an **insured peril**. This coverage does not apply to **business** records stored in a home computer.
  - f) \$5,000 in all for household animals, birds or fish after their death or necessary destruction that occurred within 30 days of injury caused by fire, lightning, explosion or smoke.
  - g) \$15,000 for each lawnmower, garden tractor or snowblower and their attachments and accessories.
  - h) \$500 on any 1 item and a total amount of \$5,000 in all, for losses in any 1 policy term, for trading cards and comic books.
  - i) \$10,000 in all for cemetery property anywhere in Canada.
  - j) \$2,500 in all for spare automobile parts and accessories.
  - k) \$5,000 in all for garden sheds and gazebos while located on a farm premises.
- (2) **For losses due to Theft, and Comprehensive Perils** (excluding the **Specified Perils** previously defined) **we** will pay up to these amounts:
  - a) \$25,000 in all for jewelry, watches and gems.
  - b) \$25,000 in all for furs, fur garments and garments trimmed with fur.

- c) \$10,000 in all for manuscripts, stamps, and philatelic property (such as stamp collections).
- d) \$10,000 in all for numismatic property (such as coin collections).
- e) \$5,000 for each bicycle, tricycle, unicycle or electric assisted bicycle (up to 500 watts and not exceeding 32 km/h), including accessories and attached equipment.
- f) \$2,500 in all for compact discs and digital video discs while in or on motor vehicles, watercraft or aircraft.

## Property and Causes of Loss We Do Not Cover

### We do not cover the following:

- a) loss or damage not due to a sudden, unexpected event.
- b) loss or damage caused by settling, expansion, contraction, moving, shifting, bulging, buckling or cracking, unless fire or explosion follows; then **we** will pay for the resulting damage. **We** will cover damage to building glass.
- c) loss or damage caused by snowslide, earthquake, landslide, or any earth movement. However, if any of those results in fire or explosion, **we** will pay for the resulting loss or damage.
- d) the cost of making good any faulty design, material, or workmanship.
- e) buildings, outbuildings, structures, belongings and any other property when designed, used, or intended for use in whole or in part for:
  - (i) **business** or farming purposes; but in the case of personal computers and related office equipment, **we** will cover them if used for farming purposes; or
  - (ii) storage, housing or upkeep of agricultural products or supplies, livestock, poultry or animals other than household pets;

except as provided under **Property with Specific Amounts of Protection**.

Incidental office use is permitted.

- f) (i) loss or damage caused directly or indirectly, in whole or in part, by any **fungi** or **spores**.
- (ii) the cost or expense for any testing, monitoring, evaluating or assessing of **fungi** or **spores**.
- g) motorized vehicles, trailers and aircraft. This includes such things as cars, trucks, skidsteers, motorcycles, motorized snow vehicles, all-terrain vehicles, dirt bikes, go-carts, dune buggies, hang gliders, ultralights or other similar aircraft of any name. Nor do **we** cover any parts, furnishings or equipment of those things. For example, CB's, stereo equipment, tires or antennae. However, **we** will cover motorized wheel chairs, lawnmowers, snowblowers, garden equipment, golf carts and electric assisted bicycles (up to 500 watts and not exceeding 32km/h). Coverage for skidsteers applies only at **your premises** for personal use only (if shown on **your** Cover Page).  
An unlicensed boat trailer kept at **your premises** and spare automobile parts and accessories are special cases. These are shown in **Property with Specific Amounts of Protection**.
- h) property illegally acquired, used, kept, or imported.
- i) losses or increased costs of repair due to any bylaw, ordinance or law regulating the zoning, demolition, repair, or construction of buildings and their related services unless it is shown on **your** Cover Page as Homeowner's Guarantee.
- j) loss or damage to property on exhibit or display, or any time **your** property is being held for sale by others.
- k) loss or damage resulting from criminal or wilful acts done by **you** or by any person whose property is insured under this policy, including such acts done for **you** by someone else.



- l) loss or damage caused directly or indirectly by any illegal or unauthorized activity related to and including the growing, harvesting, manufacturing, processing, storing, sale or distribution of any drug or narcotic or the possession of any substances or items of any kind which constitutes a criminal offence to any **dwelling**, outbuildings or belongings contained therein, whether or not **you** have any knowledge of or are able or unable to control such illegal activity. This includes any alteration of the **premises** to facilitate such illegal activity.
- m) belongings undergoing any process, including cleaning or being worked on, where the damage results from such process. Resulting damage to other property caused by an **insured peril** is covered.
- n) property lawfully seized or confiscated. But **we** will cover such property if it is destroyed to prevent the spread of fire.
- o) loss or damage caused by acts **you** deliberately did or acts **you** failed to do.
- p) loss or damage to **dwellings** or outbuildings while being moved, or while being raised off or lowered onto its foundation, or to belongings contained therein.
- q) loss resulting from a change in ownership of property that is agreed to, even if that change was brought about by trickery or fraud.
- r) loss or damage resulting from contamination or pollution, or the release, discharge or dispersal of contaminants or **pollutants**.
- s) (i) loss or damage to **data**, or
  - (ii) loss or damage caused directly or indirectly by a **data problem**. However, if loss or damage caused by a **data problem** results in the **occurrence** of further loss of or damage to property insured that is directly caused by fire, explosion or implosion, smoke, or **water escape** and **rupture**, all as described under **Specified Perils**, this exclusion shall not apply to such resulting loss or damage.
- t) loss or damage to any outdoor hot water heating unit(s) on the **premises**, including the structure or enclosure housing the unit(s), and all contents of the same structure if caused by or resulting from the use of the heating unit.
- u) **dwellings** or outbuildings that have been placarded or condemned by any authority, or belongings contained therein.
- v) books of account, evidence of debt or title, and documents or other evidence to establish ownership, or the right or claim to a benefit or thing.
- w) wind turbine systems including all related equipment and structures manufactured for a rated power generation exceeding 1kW.
- x) loss or damage caused directly or indirectly, in whole or in part, by **terrorism** or by any activity or decision of a government agency or other entity to prevent, respond to or terminate **terrorism** regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but **you** are still insured for ensuing loss or damage which results directly from fire or explosion.
- y) loss or damage caused by a nuclear incident as defined in the *Nuclear Liability Act*. Nor do **we** cover nuclear explosion or contamination by radioactive material.
- z) loss or damage caused by war, invasion, act of a foreign enemy, declared or undeclared hostilities, civil war, rebellion, revolution, insurrection, or military power.

## General Conditions for Part 1

The following general conditions apply to Part 1 of this policy:

- 1) **We** will not cover people who were holding, storing or transporting **your** property for a fee at the time of loss.
- 2) After **we** pay **your** claim, **we** may find that someone else is legally responsible for **your** loss. **We** have the right to recover **our** payment from that person. If **we** ask, **you** must co-operate with **us** in any legal action **we** take at **our** expense and through **our** lawyers. **You** may release another person from their legal responsibility for loss or damage to **your** property but **you** must tell **us** if **you** do. The agreement must be in writing, and **you** must make the agreement before any loss or damage takes place.  
**You** must not release another person for their legal responsibility for loss or damage after a loss has occurred. **You** will need **our** consent in writing to do so.
- 3) Any payment for a loss will not lower the total **amount of protection** for the rest of the policy term.
- 4) The Statutory Conditions apply to Part 1 of this policy.
- 5) When **you** have other insurance on property covered by Part 1 of this policy, **we** will pay only **our** share of the loss. **We** will do this even if **your** other insurance covers different perils than this policy. **Our** share will be in the same proportion that the amount of **our** protection bears to the total amount of all **your** fire protection.
- 6) **You** must tell **us** when **your dwelling** becomes **vacant** as defined by this policy.  
**You** must tell **us** when no one has been living in **your dwelling** for a full year, even if **you** intend to return to it. **We** feel these **dwellings** are also **vacant** too – even if belongings are still in place.  
If **you** do not tell **us** within 30 days from the day **your dwelling** becomes **vacant**, **we** will not cover any loss or damage that happens after 30 consecutive days of vacancy.  
When **you** tell **us** within 30 days of **your dwelling** becoming **vacant**, **we** will continue to cover **your dwelling** with **Replacement Cost** coverage until the expiry date of **your** policy. Vacancy restrictions apply.  
Any permission for vacancy that **we** allow in this condition does not change or invalidate any coverage restriction due to vacancy, stated in other parts of this policy.
- 7) If **your** loss is due to a crime, **you** must report the loss to the police or other policing authorities at once. This includes such crimes as theft, burglary, and vandalism or malicious acts.
- 8) **You** must take all reasonable steps to protect **your** property.
- 9) If **we** adopt any revision that would broaden coverage under **your** policy during the policy term, and **we** do not charge additional premium, the broadened coverage will immediately apply to **your** policy.
- 10) The **Insured** agrees:
  - a) that repair or replacement must be executed with due diligence and dispatch and as soon as practicable and in any event completed before the 2 year anniversary of the date when damage to the insured property occurred.
  - b) any loss or damage directly or indirectly, proximately or remotely, resulting from or contributed to by any delay to repair or delay to replace is not covered by this policy. This includes but is not limited to the increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair.

# Part 2 – Personal Liability

(Does not apply when issued as part of an Agro Pak Policy)

## Definitions Applicable to Part 2

In addition to other terms defined elsewhere in the Policy, as used herein and in any further amendment, the following terms and expressions have the following meaning:

**Bodily Injury** means injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

**Business** in this Part has the same meaning as in Part 1.

**Data** in this Part has the same meaning as in Part 1.

**Jet Propulsion Personal Watercraft** in this Part has the same meaning as in Part 1.

**Occurrence** means an accident, including continuous or repeated exposure to conditions which results in **bodily injury** or **property damage** neither expected nor intended.

**Premises** in this Part has the same meaning as in Part 1. It also includes the following:

- a place **you** live in for a short time, but that **you** do not own. For example, a hotel or motel room.
- **your** own or **your** family's burial site in Canada.
- a non-business location in Canada which **you** become owner of or take possession of during the policy term. **You** will be covered for up to 30 days after **you** take ownership or possession.

**Property Damage** means physical damage to, or destruction of tangible property, including the loss of use of this property.

**Residence Employee** in this Part has the same meaning as in Part 1.

**Your residence employee** will be covered while using farm machinery if it is not a usual part of their job.

**Terrorism** in this Part has the same meaning as in Part 1.

**We, us, or our** in this Part has the same meaning as in Part 1.

**You and your** in this Part has the same meaning as in Part 1.

In Part 2, **you** and **your** also mean these additional people:

- **your residence employees.**
- workers during construction of **your dwelling**. The workers can be paid or unpaid. But **we** will not cover any independent contractor or employees of the contractor.
- any person or organization legally liable for damage caused by watercraft (excluding **jet propulsion personal watercraft**) or animals owned by **you**, and to which this insurance applies. This does not include anyone using or having custody of the watercraft (excluding **jet propulsion personal watercraft**) or animals in the course of any **business** or without **your** permission.
- any person who is insured by this policy at the time of **your** death and who continues residing on the **premises**. **We** will cover them until the end of policy term or cancellation of the policy, whichever comes first.
- **your** executors or administrators while they are tending to **your premises**. **We** will cover them until the end of the policy term or cancellation of the policy, whichever comes first.

## Personal Liability

**You** must take reasonable care that **you** do not, or **your** property does not harm someone else or their property. If **you** do not, **you** may be negligent. People who are hurt or whose property is unintentionally damaged because of **your** negligence may have a legal right to be paid for their damages. A liability claim or action brought against **you** can come from a single event or it can come from a continuous or repeated condition. **We** will treat this as if all damage was from a single **occurrence**.

**We** will only pay compensatory damages for **bodily injury** or **property damage**. **We** will pay for claims arising out of **your** personal actions anywhere in the world, including claims due to **your** actions while engaged in volunteer work for a charitable or non-profit organization. **We** will pay for claims due to the condition or use of **your premises**. **We** will only pay claims where **you** are legally liable; however, there may be situations where **we** will pay and **you** are not legally liable. These are explained under **Added Features of Your Part 2 – Personal Liability Coverage: Voluntary Medical Payments** or **Voluntary Property Damage Payments**.

**We** will not pay for **bodily injury** or **property damage** caused by or arising out of:

- a) the ownership of a rented dwelling, **vacant** dwelling, or a seasonal dwelling and its related property within the same resort area; or
- b) the renting of a room or suite to others; or
- c) the use and ownership of a **jet propulsion personal watercraft** or an all-terrain vehicle; or
- d) **business** use of the **premises**;

unless an additional premium has been paid and coverage extension is shown on **your** Cover Page.

## Amount of Protection

**We** will pay up to the **amount of protection** shown on **your** Cover Page. The amount shown is the maximum amount **we** will pay for all compensatory damages in respect of any 1 **occurrence**, regardless of the number of insureds against whom claim is made or action is brought. As explained later under **Defense Settlement – Supplementary Payments**, **we** will pay for certain related costs too, which are in addition to the **amount of protection**.

## Bodily Injury and Property Damage

**We** will pay for **bodily injury** or **property damage** to someone else if **you** are legally liable. This includes:

- a) claims due to an agreement **you** sign that accepts the liability of another as it relates to **premises** owned by **you**;
- b) claims if **your residence employee** is hurt while on the job. **You** will also be covered if the employee is hurt using a motorized vehicle, all-terrain vehicle, watercraft or **jet propulsion personal watercraft** for **you**. **We** will not cover **bodily injury** arising out of the use or ownership of any aircraft or air cushion vehicles;
- c) claims if other people are hurt while they are working for **you** during construction on **your premises**, whether they are paid or unpaid;
- d) claims made against **you** by others for loss caused by an independent contractor or employees of the contractor, but only during construction at a location shown on **your** Cover Page;
- e) claims due to motorized wheelchairs, lawnmowers, snowblowers, garden equipment, or golf carts that **you** own or use. **We** will also cover **you** when someone else uses this equipment for **you**;
- f) claims due to watercraft **you** own. However, if they are powered by more than 50 horsepower, an additional premium must be paid and coverage extension must be shown on **your** Cover Page for coverage to apply;
- g) claims due to **your** use of watercraft or **jet propulsion personal watercraft** that are owned by someone else;
- h) claims due to **your** use of motorized vehicles that are owned by someone else. The vehicles must be recreational in nature and must be intended for off-road use and they must not have a licence, nor be required by law to have one. (For example, a go-cart at an amusement park). **We** will not cover claims due to **your** use of these vehicles in a race, speed test, or **business**.

## Tenants and Renters

**We** will pay compensatory damage to **premises** or to property contained within such **premises** that **you** rent or use but do not own. (For example, a rented dwelling, suite or a hotel or motel room.)

**We** will only pay if Part 1 coverages are shown on the Cover Page. **We** will not pay if the only reason **you** are legally liable is that **you** have agreed to accept another's liability. **We** will only pay if **you** would be legally liable without that agreement.

**We** will only pay for **property damage** caused by the perils insured shown on the Cover Page and as described and limited in Part 1.

A **property damage** deductible of \$1,000 will apply to this coverage except for any loss or damage caused by Perils 1) – 10) listed under **Specified Perils** defined under Part 1. **We** may pay a part or all of this **property damage** deductible amount to affect the settlement of a claim or action against **you**. **You** shall be responsible to promptly reimburse **us** the amount of the **property damage** deductible paid on **your** behalf.

## Added Features of Your Part 2 – Personal Liability Coverage

**We** give **you** 2 added features as part of **your** Personal Liability Coverage. The amounts **we** pay add to **your** total **amount of protection**. These coverages are not subject to a deductible.

### Voluntary Medical Payments

**We** will pay up to \$10,000 for reasonable medical and related expenses for each person injured in any 1 **occurrence**. The injury must be due to **your** actions, or the condition or use of **your premises**. **We** will pay even if **you** are not legally liable. Medical expenses include surgical, dental, hospital, nursing, ambulance services and funeral expenses. **We** will only pay for reasonable medical expense incurred within 1 year of the date of the **occurrence**.

**We** will not pay for expenses covered by any medical, surgical, dental, hospitalization or health plan that the injured person(s) may have, or be eligible for, nor for any costs covered under any other insurance or workers' compensation law.

**We** will pay for **bodily injury** to **your residence employees**, and to paid or unpaid workers who are injured during construction work on **your premises**. **We** will not pay for **bodily injury** to **you** or any other member of **your** household.

### Voluntary Property Damage Payments

**We** will pay up to \$10,000 for direct damage to the property of someone else. The damage must be due to **your** actions or the condition or use of **your premises**. **We** will pay even if **you** are not legally liable. This feature can cover deliberate damage, but it must be caused by a person **we** cover who is 12 years of age or less.

**We** will not pay for:

- claims resulting from the loss of use, disappearance or theft of property;
- loss or damage to property of **your** tenant;
- loss or damage caused by **your business** activities.

## Optional Extensions

### All-Terrain Vehicle Liability Coverage

Available in Saskatchewan only – Subject to the *All Terrain Vehicles Act*.

**Your** Personal Liability will extend to cover **bodily injury** or **property damage** arising out of the ownership, maintenance, operation or use of an all-terrain vehicle, if **your** Cover Page shows that this extension of coverage applies. It will also show which options apply to **you** and to which all-terrain vehicle(s) it applies. **We** will automatically provide

coverage for newly acquired all-terrain vehicles for a period of 30 days from the date of acquisition. The **amount of protection** shown on **your** Cover Page for this extension of coverage, is the maximum amount **we** will pay for claims arising from the newly acquired unit.

### **Passenger Hazard Option (Applies only if shown on your Cover Page)**

**You** may be legally liable for **bodily injury** to a passenger of an all-terrain vehicle. A passenger is anyone being carried upon, getting on to, or alighting from the unit.

**We** will not pay for claims arising when the seating capacity, as established by the manufacturer is exceeded.

### **Under Age Operator Option (Applies only if shown on your Cover Page)**

**You** may be legally liable for **bodily injury** or **property damage** caused by an under age operator of an all-terrain vehicle. **We** will extend coverage to include an operator between the ages of 12 years and 16 years when operated in accordance with the *All Terrain Vehicles Act*.

**We** will not pay for the claims when:

- a) the engine capacity exceeds 250 c.c.; or
- b) the operator is under the age of 12 years.

### **Claims We Will Not Cover**

**We** will not cover:

- 1) claims due to **bodily injury** or **property damage** when the unit is not operated in accordance with the *All Terrain Vehicles Act*;
- 2) claims due to **bodily injury** to a passenger unless the **Passenger Hazard Option** is shown on **your** Cover Page;
- 3) claims due to **bodily injury** or **property damage** caused by an operator under 16 years, unless the **Under Age Operator Option** is shown on **your** Cover Page;
- 4) claims due to **bodily injury** or **property damage** caused by an operator under the influence of intoxicating liquor or drugs;
- 5) claims due to **bodily injury** or **property damage** caused by an operator in any race or speed test;
- 6) claims due to **bodily injury** or **property damage** resulting from any illicit, or prohibited trade or transportation;
- 7) claims due to **bodily injury** or **property damage** resulting from carrying passengers for a fee;
- 8) claims due to **bodily injury** or **property damage** caused while the unit is rented or leased to others.

### **Jet Propulsion Personal Watercraft Liability Coverage**

**Your** Personal Liability will extend to cover **bodily injury** or **property damage** arising out of the ownership, maintenance, operation or use of a personal watercraft unit, if **your** Cover Page shows that this extension of coverage applies. It will also show which option applies to **you** and to which personal watercraft unit(s) it applies. **We** will automatically provide coverage for newly acquired units for a period of 30 days from the date of acquisition. The **amount of protection** shown on **your** Cover Page for this extension of coverage, is the maximum amount **we** will pay for claims arising from the newly acquired unit.

### **Passenger Hazard Option (Applies only if shown on your Cover Page)**

**You** may be legally liable for **bodily injury** to a passenger of a personal watercraft unit. A passenger is anyone being carried upon, getting on to, or alighting from the unit.

**We** will not pay for claims arising when the seating capacity, as established by the manufacturer, is exceeded.

## Claims We Will Not Cover

We will not cover:

- 1) claims due to **bodily injury** to a passenger unless the **Passenger Hazard Option** is shown on **your** Cover Page;
- 2) claims due to **bodily injury** or **property damage** caused by an operator under 16 years of age;
- 3) claims due to **bodily injury** or **property damage** caused by an operator under the influence of intoxicating liquor or drugs;
- 4) claims due to **bodily injury** or **property damage** caused by an operator in any race or speed test;
- 5) claims due to **bodily injury** or **property damage** resulting from any illicit, or prohibited trade or transportation;
- 6) claims due to **bodily injury** or **property damage** resulting from carrying passengers for a fee;
- 7) claims due to **bodily injury** or **property damage** caused while the personal watercraft unit is rented or leased to others;
- 8) claims due to **bodily injury** or **property damage** resulting from the operation of personal watercraft units in any area where their use and operation is restricted or prohibited;
- 9) claims due to **bodily injury** or **property damage** when a personal watercraft unit is not operated in accordance with the *Canada Shipping Act* regulations governing age and horsepower restrictions and operator competency requirements.

## Claims We Will Not Cover

This applies to all coverages in **Part 2 – Personal Liability**

We will not cover:

- a) claims caused by pollution of the land, water or air. However, **we** will cover **bodily injury** or **property damage** caused by heat, smoke, or fumes from a **hostile fire**. **Hostile fire** means a fire that becomes uncontrollable or breaks out from where it was intended to be.
- b) claims caused by radioactive contamination or fallout.
- c) claims arising from war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power.
- d) claims caused by **bodily injury** to, or damage to property of persons covered by this policy, except those persons called **additional people** under the definition of **you** and **your** under Part 2 of this policy.
- e) claims arising out of any **business**, farming or professional activities or operations; however, **we** will cover claims due to **your** actions while engaged in work for someone else in the following jobs: teacher, clerical worker, sales person, bill or money collector, messenger, or lifeguard.
- f) claims arising from the ownership or housing of livestock, poultry or animals other than household pets.
- g) claims caused by **bodily injury** to a co-worker while **you** are on the job.
- h) claims due to any obligation under a disability benefits plan, workers' compensation law, employment insurance compensation law or any similar law.
- i) claims respecting property **you** own or owned, rent or rented or had in **your** care except as shown in **Tenants and Renters**.
- j) claims due to aircraft, air cushion vehicles, hang gliders, ultralights or other similar aircraft of any name, or aircraft landing areas that **you** own or use. **We** will not cover the use of them for **you** by others, or claims caused by their use when **you** have entrusted them to others. Model aircraft are not part of this exclusion; however, **we** will only cover them when kept or used for amusement purposes as part of **your** hobby.

- k) claims due to a motorized vehicle or trailer that **you** own or use. This includes cars, vans, trucks, motorcycles, motorized snow vehicles, dune buggies, and the like and any vehicles required to be licensed. **We** will not cover the use of them for **you** by others, or claims due to their use when **you** have entrusted them to others. However, as an exception to this, **we** will cover claims which arise out of the use of golf carts, all-terrain vehicles including dirt bikes, electric assisted bicycles (up to 500 watts and not exceeding 32 km/h), and motorized vehicles used by **your residence employees** while they are working for **you**. **We** will cover **bodily injury** or **property damage** claims arising out of **your** ownership, maintenance, use or operation of any utility, boat, camper or home trailer or its equipment, provided that such trailers are not required to be licensed and are not being towed by, attached to or carried on a motorized vehicle.
- l) claims caused by the use and ownership of **jet propulsion personal watercraft**, or all-terrain vehicle unless coverage extension is shown on **your** Cover Page.
- m) claims caused by the use and/or ownership of a skid steer away from **your premises**.
- n) claims caused by a watercraft:
- used in a race or speed test;
  - used for carrying passengers for a fee;
  - used for **business** purposes;
  - used or operated by anyone under the influence of intoxicating liquor or drugs;
  - rented or leased to others.
- o) claims due to **bodily injury** or **property damage** when watercraft are not operated in accordance with the *Canada Shipping Act* regulations governing age and horsepower restrictions and operator competency requirements.
- p) claims due to **bodily injury** or **property damage** deliberately caused by **you** or for **you** by someone else.
- q) claims caused by any intentional, illegal or criminal act or failure to act by:
- (i) any person insured by this policy; or
  - (ii) any other person at the direction of any person insured by this policy.
- r) claims due to **bodily injury** resulting from transmission of any communicable disease.
- s) claims caused by sexual, physical, psychological, or emotional abuse, molestation or harassment, including corporal punishment by, at the direction of, or with the knowledge of any person insured by this policy, or failure of any person insured by this policy to take steps to prevent sexual, physical, psychological or emotional abuse, molestation or harassment or corporal punishment.
- t) claims arising directly or indirectly, in whole or in part, out of **terrorism** or out of any activity or decision of a government agency or other entity to prevent, respond to or terminate **terrorism**. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the claim.
- u) claims due to:
- (i) the erasure, destruction, corruption, misappropriation, misinterpretation of **data**; or erroneously creating, amending, entering, deleting or using **data**; including any loss of use arising from any of these actions or events; or
  - (ii) 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**.



- v) claims due to **bodily injury** or **property damage** arising directly or indirectly from any **fungi** or **spores**. **We** will not cover the cost or expense for any testing, monitoring, evaluating or assessing of **fungi** or **spores**.
- w) claims due to **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, bylaw or municipal ordinance to be a dangerous animal.
- x) claims due to **bodily injury** or **property damage** that arises out of electronic aggression, including but not limited to harassment or bullying committed:
  - (i) by any means of an electronic forum, including but not limited to a blog, an electronic bulletin board, an electronic chat room, a gripe site, a social networking site, a website, or a weblog; or
  - (ii) by other electronic means, including but not limited to e-mail, instant messaging, or text messaging.

## If You Have A Claim What You Must Do

- 1) **You** must promptly give **us** notice in writing when an **occurrence** takes place.  
The notice must include:
  - (i) the date, time, place and circumstances of the **occurrence**;
  - (ii) names and address of witnesses and potential claimants.
- 2) **You** must not admit that **you** are legally liable. **You** may not know all of the facts. This means that **you** must not pay or offer to pay for **bodily injury** or **property damage**. It could be taken as an admission that **you** were legally liable.
- 3) **You** must follow all conditions of the policy that deal with **your** claim.
- 4) **You** must give **us** any letters or papers **you** receive from the people or the representatives of the people making the claim. **You** must do this as soon as **you** get them.
- 5) **You** must co-operate fully with **us** while **we** handle **your** claim.
- 6) **You** must co-operate fully in the legal matters **we** are handling for **you**. **You** must not interfere in any legal action, negotiation or discussion.

## If You Have A Claim What We Will Do

If a claim is made against **you** for which **you** are insured, **we** will defend **you** even if the claim is groundless, false or fraudulent. **We** reserve the right to select legal counsel, investigate, negotiate and settle any claim if **we** decide this is appropriate. **We** will only pay for legal counsel **we** select. **We** will try to settle the claim out of court if **we** feel that is the best thing to do.

## Defense Settlement – Supplementary Payments

**We** will:

- a) pay up to \$250 a day for **your** actual loss of wages or salary when **we** ask **you** to do something for **us**. (For example, if **we** ask **you** to appear in court).
- b) pay other reasonable expenses and court costs charged against **you**, including expenses which **you** have incurred for emergency medical or surgical treatment to others following an **occurrence** insured by this policy.
- c) buy any appeal bonds.
- d) buy any bonds needed to release property held by the court because of a law suit. However, the total face value of these bonds cannot be more than **your** applicable **amount of protection**.
- e) pay the interest that a court charges on the part of the final judgment that **we** are paying.

## How We Settle a Claim

**We** will not pay until **you** have fully complied with all the terms of this coverage, nor until the amount of **your** obligation to pay has been finally determined, either by a judgment against **you** or by an agreement that has **our** consent.

If **we** feel that **you** have done nothing wrong, **we** may refuse to pay a claim. This does not mean that **you** will not be covered. It means **we** feel that **you** are not legally liable. If after **we** deny a claim on **your** behalf a court finds that **you** are legally liable, **you** will be covered.

## General Conditions for Part 2

- 1) The **bodily injury** or **property damage** must take place during the policy term.
- 2) There are only 2 ways to cancel **your** Personal Liability coverage before the end of **your** policy term:
  - a) **you** must tell **us** that **you wish** to cancel and when **you** wish **your** coverage to end; or
  - b) **we** must tell **you** in writing that **we** wish to cancel. **We** do this by registered mail or in person. If **our** notice comes to **you** by registered mail, **your** coverage will end 15 days after **your** post office gets the letter. When **we** give **you** the notice in person, **your** coverage will end 5 days later.

**We** will refund the premium for the time between the cancellation date and the end of the policy term.

- 3) If **you** take legal action against **us**, **you** must do so within 2 years of the date on which **you** had cause to take such action.
- 4) If **you** have other liability insurance, **we** will only pay **our** share of the claim. **Our** share will be in the same proportion that the amount of **our** coverage bears to the total of all **your** Personal Liability coverages.

## Part 3 – Legal Expense Insurance Coverage

(Legal Expense Insurance Coverage will not apply to any Prestige Home Pak insured under an Agro Pak policy).

In return for payment of the premium, **we** will provide the insurance described in this policy subject to the policy terms, definitions, conditions, exclusions and limitations set out in this policy and **your** Cover Page, provided that:

- i) **your** claim has **reasonable prospects** of success; and
- ii) the **date of occurrence** of the insured event happens within the period **we** have agreed to cover **you**; and
- iii) the insured event occurs within the **territorial limit** and any legal proceedings will be dealt with by a court, or other body which **we** agree to, within the **territorial limit**.

For all insured events for which **we** have accepted a claim under this policy, **we** will also pay **legal costs** incurred in making or defending an appeal, as long as **you** tell **us** within the time limits allowed to file an appeal that **you** want to appeal (and within reasonable time to allow for the filing of all necessary documents for an appeal) and **we** agree there are **reasonable prospects** of success.

### Amount of Protection

Except where a lower limit is specifically stated otherwise in this policy, **we** will pay up to the **amount of protection** shown on **your** Cover Page for Legal Expense Insurance in respect of **legal costs** related to all claims resulting from one or more events arising at the same time or from the same originating cause.

Subject to the above, in any twelve-month period of insurance, the first of which commences on the effective date of this policy, **we** will pay, in aggregate, **legal costs** of no more than five times the **amount of protection** shown on **your** Cover Page in respect of all claims that arise in that period of insurance that result from different originating causes.

### Definitions applicable to Part 3

**Appointed representative** means the lawyer, accountant or other suitably qualified person appointed by **us** on behalf of **you** to act for **you**.

**Date of occurrence** means:

1. for civil cases: the date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events.
2. for criminal cases: the date of the incident, or the earliest date in a series of related incidents, for which **you** are charged with a criminal offence.
3. for a **tax appeal**: when the Canada Revenue Agency (CRA) or a provincial tax authority first issues **you** a notice of assessment, reassessment or determination with which **you** disagree.
4. for a **tax audit**: when the CRA or a provincial tax authority first contacts **you** in relation to commencing an audit.

The insured event must occur within the period **we** have agreed to cover **you**.

**Insured means** the person(s) named on **your** Cover Page and the following unnamed persons(s) living in the same household:

- the spouse of the person(s) named on the Cover Page. Spouse also means either of 2 persons of the same or opposite sex who have been continuously living together in a conjugal relationship and have so lived together for a period of 2 years or, if they are the natural or adoptive parents of a child, for a period of 1 year.

- the relatives of any of the above.
- anyone in the care of the above.

**We** also mean the following person(s):

- any unmarried student(s) attending school and residing away from **your dwelling** who is dependent on the Named Insured or his or her spouse for support and maintenance.
- any spouse, mother, father, grandmother, grandfather, or child of the person(s) named on the Cover Page, while residing away from **your dwelling** in an approved nursing or care home.

**Insured automobile** means:

1. any motorized vehicle up to 4,500 kg gross weight owned, used or operated for personal use only, including travelling to and from any place, to work or carry on **business**, but excluding other **business** use:
  - (a) owned or leased by **you**, or **your** spouse or any son or daughter normally living with **you**; or
  - (b) rented to **you**, or **your** spouse or any son or daughter normally living with **you**, provided the rental period does not exceed 30 days; or
  - (c) any newly acquired, additional or temporary substitute motorized vehicle which is owned or leased by **you**, or **your** spouse or any son or daughter normally living with **you**, for a period not exceeding 30 days of taking possession of the vehicle; or
2. any trailer attached to any motorized vehicles as described above.

**Legal costs** means in respect of the insured events described in this policy:

1. all reasonable and necessary costs incurred by the **appointed representative**, including any additional expenses and disbursements such as court fees, experts' fees, police reports and medical reports.
2. the costs awarded by a court in Canada to opponents in civil cases if **you** have been ordered to pay them, or pay them with **our** agreement.
3. **your** net salary or wages, that are not otherwise payable or recoverable, for the time that **you** are off work to attend any court proceeding, tribunal, arbitration, mediation or other hearing at the request of the **appointed representative**, up to a maximum of \$500 per **Insured** person per day, and \$10,000 in total in respect of all claims resulting from any one court or tribunal proceeding, arbitration, mediation or other hearing.

**Reasonable prospects** means:

1. for civil cases that **we** agree that it is always more likely than not that **you** will recover losses or damages (or obtain other legal remedy which **we** have agreed to) or make a successful defence.
2. for appeals relating to any insured event, **reasonable prospects** means that **we** agree that it is always more likely than not that the appeal will be successful.

**Tax appeal** means an appeal regarding an assessment, reassessment or determination made by the Canada Revenue Agency (CRA) or a provincial tax authority, including an administrative appeal to the CRA or a provincial tax authority and an appeal to the Tax Court of Canada or a superior court of a province.

**Tax audit** means an inspection and verification by the CRA or a provincial tax authority of **your** financial accounting records to determine whether or not **you** have paid the correct amount of tax.

**Territorial limit** means Canada.

**We, us, or our** means **SGI CANADA** and **DAS Legal Protection Insurance Company Limited**.

**You or your** refers to **Insured** – see definitions.

## Insured Events

### 1. Employment Disputes

We will pay **your legal costs** to pursue or defend **your** legal rights in a dispute relating to **your** contract of employment or future employment.

Excluding any claim:

- (a) relating to employers' disciplinary hearings or internal grievance procedures.
- (b) relating solely to death, illness or **bodily injury**.

### 2. Contract Disputes

We will pay **your legal costs** to pursue or defend **your** legal rights in a dispute relating to an agreement or an alleged agreement which **you** have entered into for:

- (a) buying or selling goods.
- (b) obtaining services.

Provided that:

- (i) **you** entered into the agreement or alleged agreement during the period for which **we** have agreed to cover **you**; and
- (ii) the amount in dispute exceeds \$350.

Excluding any claim:

- (a) relating to a contract regarding **your** trade, profession, occupation, employment or any **business** venture.
- (b) relating to construction work, or designing or structurally renovating any building where the amount in dispute exceeds \$10,000.
- (c) relating to the coverage available under, the interpretation of, or a settlement under, any insurance policy.
- (d) relating to a dispute arising from any loan, mortgage, pension, investment, borrowing or any other financial product.
- (e) relating to a dispute over the terms of a lease of land or buildings or a licence or tenancy of land or buildings. However, **we** will cover a dispute with a professional advisor in connection with the drafting of a lease, licence or tenancy agreement.
- (f) relating to a contract involving a motor vehicle.

### 3. Bodily Injury

We will pay **your legal costs** to pursue **your** legal rights following a specific or sudden accident which causes **your** death, illness, or **bodily injury**.

Excluding any claim:

- (a) relating to a dispute with any provincial workers' compensation board.
- (b) relating to psychological injury or mental illness unless the condition arises from a specific or sudden accident that has caused physical **bodily injury to you**.
- (c) relating to surgical, clinical or medical negligence.
- (d) relating to death, illness or **bodily injury** arising from **your** ownership, use or operation of a motor vehicle.
- (e) relating to defending **your** legal rights, other than in defending a counter-claim.

### 4. Automobile Contract Disputes

We will pay **your legal costs** to pursue or defend **your** legal rights in a dispute relating to an agreement or an alleged agreement which **you** have entered into for the purchase, sale, rental, lease, service, repair, testing or cleaning of an **insured automobile** or its spare parts or accessories.

**We will pay your legal costs** arising from a dispute with a leasing company regarding the amounts due under a lease in respect of an **insured automobile** in the event that it is declared a total loss by **your** insurer following a collision.

Provided that:

- (i) **you** entered into the agreement or alleged agreement during the period for which **we** have agreed to cover **you**; and
- (ii) the amount in dispute exceeds \$350.

#### 5. **Property Protection**

**We will pay your legal costs** to pursue **your** legal rights in a civil action relating to physical property (including **your dwelling(s)** and outbuilding(s) located on **your premises**, as well as any **dwelling(s)** or outbuilding(s) located on the **premises** of any seasonal, rental or **secondary residence** shown on **your** Cover Page) which **you** own or are legally responsible for following:

- (i) an event which causes physical damage to such property provided that the amount in dispute exceeds \$250.
- (ii) a legal nuisance (meaning any unlawful interference with **your** use or enjoyment of **your** land, or some right over, or in connection with it).
- (iii) a trespass.

Excluding any claim:

- (a) relating to a contract entered into by **you**.
- (b) relating to any building or land other than **your dwelling(s)** or outbuilding(s) located on **premises** insured under this policy and shown on **your** Cover Page.
- (c) relating to someone legally taking **your** physical property from **you**, whether **you** are offered money or not, or restrictions or controls placed on **your** physical property by any governmental, quasi-governmental or public or local authority.
- (d) relating to work done by, or on behalf of, any governmental, quasi-governmental or public or local authority, unless the claim is for accidental physical damage.
- (e) relating to the first \$500 of any claim for legal nuisance or trespass. This is payable to **us** as soon as **we** accept the claim.
- (f) relating to a motor vehicle.
- (g) relating to mining, subsidence, heave or landslide.
- (h) relating to defending **your** legal rights, other than in defending a counter-claim.

#### 6. **Tax Protection**

**We will pay your legal costs** in respect of a **tax appeal** or a **tax audit** relating to **your** personal tax affairs provided that **you** have taken reasonable care to ensure that all returns are complete and correct and submitted within the statutory time limits allowed.

Excluding any claim:

- (a) for a **tax audit**, the first \$500, and, for a **tax audit** or a **tax appeal**, any amount in excess of \$25,000, in either case in **legal costs** in respect of each claim.
- (b) relating to the tax affairs of a corporation, or if **you** are carrying on **business**, involved in a **business** partnership, or otherwise self-employed, the tax affairs relating to such activities.
- (c) arising from a tax avoidance scheme, arrangement, or plan of any kind.
- (d) arising from an investigation or enquiry by the CRA into alleged gross negligence, dishonesty or criminal offences.

## 7. Employee Legal Defence

**We** will pay **your legal costs** to defend **your** legal rights in relation to **your** being prosecuted for an alleged criminal offence arising from **your** work as an employee.

Excluding any claim:

- (a) relating to **your** being prosecuted for a breach of highway traffic laws or regulations in connection with the ownership, use or operation of a motor vehicle.

## Telephone Legal Advice

**We** will provide **you** access to a legal advice helpline through which **you** can receive confidential general legal advice and information over the phone relating to any personal (non-automobile related) legal or tax problem to help determine legal rights and options under the provincial laws of the applicable province and the federal laws of Canada. The advice lawyer cannot provide case specific research or review documents.

**We** will provide this service between the hours of 8:00 A.M. and midnight, local time, 7 days a week. In addition, **we** will facilitate access to a lawyer twenty-four hours a day, 7 days a week, in emergency situations. Calls to this service may be recorded.

**To contact this service call 1-855-953-1430.**

**We** will not accept responsibility if the advice service is unavailable for reasons **we** cannot control.

## Making a Claim

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

**Please note that we will not pay for any costs you may incur before we have accepted your claim, even if we later accept the claim.**

**You** may report a claim to **DAS** by mail at **our** Head Office address: 390 Bay Street, Suite 1610, Toronto, Ontario M5H 2Y2 or by telephone at **1-855-953-1430**.

**We** will then advise **you** on next steps.

## General Exclusions applicable to Part 3

This insurance does not apply to:

1. **Wilful acts** means any claim resulting from an act which **you** willfully commit or for which the results are consciously intended, by **you** or any person insured by this policy.
2. **Late reported claims** means a claim reported to **us** more than 120 days after the **date of occurrence**.
3. **Costs not agreed with us** means **legal costs** incurred before **our** written agreement to pay them.
4. **Contingency fee agreements** means any **legal costs** arising as a consequence of a contingency fee agreement.
5. **Disputes with any governmental or public body** means any **legal costs** relating to a review or dispute regarding the lawfulness of any decision or action of any federal or provincial governmental or quasi-governmental body, or any other local or public authority, other than in relation to an accepted claim in respect of any event insured under this policy.
6. **Class action proceedings** means any claim where **you** are a party to a legal action brought under applicable class proceedings legislation.
7. **Costs awarded outside of Canada** means any **legal costs** awarded in any jurisdiction outside of Canada.

8. **Damages, fines and penalties** means damages, fines, penalties, compensation or restitution orders which **you** are ordered to pay by a court or other authority and any costs awarded in criminal or statutory proceedings.
9. **Legal action not agreed with us** means legal action **you** take which **we** or the **appointed representative** have not agreed to or where **you** do anything that hinders **us** or the **appointed representative**.
10. **Disputes with DAS** means any dispute with **us** not otherwise dealt with under **General Condition 8. Disputes over reasonable prospects for a claim**.
11. **Fraudulent claims** means any claim which is fraudulent, exaggerated or dishonest.
12. **Claims under this policy by a third party** means apart from **us**, only **you** may enforce all or any part of this policy and the rights and interests arising from or connected with it.
13. **Nuclear, war, terrorism and pollution or contamination risks** means any claim caused by, contributed to, or arising from any of the following:
  - (a) war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power.
  - (b) an event which is required to be insured under a nuclear energy liability policy issued by the Nuclear Insurance Association of Canada, or any other group or pool of insurers.
  - (c) **terrorism** or a decision of a government agency or other entity to prevent, respond to or terminate **terrorism**.
  - (d) pollution or contamination.
14. **Defamation** means a claim relating to written or oral remarks which damage **your** reputation.

## General Conditions for Part 3

### 1. Observance of policy terms

**You** must:

- (a) comply with the terms and conditions of this policy.
- (b) notify **us** immediately of any change in circumstance which may materially affect **our** assessment of the risk.
- (c) take reasonable steps to avoid and prevent claims.
- (d) take reasonable steps to avoid incurring unnecessary costs.
- (e) send everything **we** reasonably ask for in writing.
- (f) report to **us** full and factual details of any claim as soon as practicable and give **us** any information **we** reasonably need.

### 2. Conduct and control of claim

- (a) If it is necessary to take legal proceedings, including a **tax appeal**, an **appointed representative** will be appointed by **us** (subject to (b) below) on **your** behalf in accordance with **our** standard terms of appointment and will be retained by **you**.
- (b) **You** may select **your appointed representative** from a panel of lawyers or other suitably qualified persons approved by **us**.
- (c) **You** must cooperate reasonably with **us** and with the **appointed representative** and must keep **us** up-to-date regarding the progress of the claim.
- (d) **You** must give the **appointed representative** any instructions that **we** reasonably require.



### 3. Consent to access information

**You** will provide written consent, at the commencement of the retainer of the **appointed representative**, permitting the **appointed representative**, at **our** reasonable request, to give **us**, or **our** reinsurers, actuaries or auditors, or any regulatory authority or its agents, to the extent required by law, access to all correspondence, documents and records in the **appointed representative's** possession or control which are relevant to the matter. This consent will include permission to deliver up all such documents or copies of all such documents at **our** reasonable request.

### 4. Offers to settle a claim

- (a) **You** must tell **us** if anyone offers to settle a claim and must not negotiate or agree to a settlement without **our** written consent, not to be unreasonably withheld.
- (b) If **you** do not accept an offer **we**, based on the advice of the **appointed representative**, consider reasonable to settle a claim, **we** may refuse to pay further **legal costs**.
- (c) **We** reserve the right to pay **you** the reasonable amount of damages that **you** are claiming, or that is being claimed against **you**, or negotiate a reasonable settlement of any claim, instead of starting or continuing legal proceedings. In these circumstances **you** must allow **us** to take over and conduct in **your** name the pursuit or settlement of any claim. **You** will also allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other party and must give **us** all information and assistance required.

### 5. Withdrawal of coverage

If **you** settle or negotiate a claim without **our** consent, not to be unreasonably withheld, or withdraw a claim without **our** consent, not to be unreasonably withheld, or do not give to the **appointed representative** any instructions that **we** reasonably require, **we** can withdraw coverage and will be entitled to reclaim from **you** any **legal costs we** have paid.

### 6. Assessment and recovery of costs

- (a) **You** must instruct the **appointed representative** to have **legal costs** taxed, assessed or audited if **we** ask for this.
- (b) **You** must take every reasonable step to recover **legal costs** that **we** have to pay and must pay **us** any amounts that are recovered.
- (c) Where a settlement is made on a without costs basis the **appointed representative** will determine what proportion of that settlement will be deemed **legal costs** and payable to or by **us**.

### 7. Cancellation of a representative's appointment

If the **appointed representative** refuses to continue acting for **you** with good reason, or if **you** dismiss the **appointed representative** without good reason, the coverage **we** provide will end immediately, unless **we** agree to appoint another **appointed representative**.

### 8. Disputes over reasonable prospects for a claim

If there is a dispute between **you** and **us** over **reasonable prospects**, **you** may obtain, at **your** expense, an opinion, from a lawyer mutually agreed to by **you** and **us**, on the merits of a claim or proceedings. If the lawyer's opinion indicates that **reasonable prospects** exist, **we** will reimburse the reasonable cost of obtaining the opinion.

## 9. Complaint handling

If **you** are not satisfied with any aspect of **our** service, please write to **us** at DAS Legal Protection Insurance Company Limited, 390 Bay Street, Suite 1610, Toronto, Ontario M5H 2Y2.

Alternatively **you** can telephone **us** at **1-888-5-TALKTODAS (1-888-582-5586)** or email **us** at **customerrelations@das.ca**.

If **you** are still not happy, **you** can contact the General Insurance OmbudService (GIO). The GIO is an independent organization which exists to help resolve problems between individuals and their insurance providers. The GIO's services are available free of charge to the customer and the GIO can be contacted by telephone (toll-free number 1-877-225-0446), or through their website at [www.giocanada.org](http://www.giocanada.org). The GIO should be contacted only after **you** have first tried to resolve the issue directly with **us**.

## 10. Other insurance

**We** will not pay any claim for Legal Expense Insurance covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.

## 11. Applicable law

This policy will be governed, interpreted and enforced in accordance with the laws of the province of where this policy was issued and the federal laws of Canada.

## 12. Action against us

Any action or proceeding against **us** shall be held in the province where this policy was issued and in accordance with its laws and the federal laws of Canada.

## 13. Communication with us

**You** can communicate with **us** by telephone, mail or email. New claims may also be reported to **us** by mail or telephone, or via **our** website.

## Legal Expense Insurance provided and underwritten on behalf of SGI CANADA by

DAS Legal Protection Insurance Company Limited  
390 Bay Street, Suite 1610, Toronto, Ontario M5H 2Y2  
[www.das.ca](http://www.das.ca)

Telephone: 416-342-5400 or 1-888-5-talktodas (1-888-582-5586)  
Customer Legal Advice and Claims: 1-855-953-1430

# Part 4 – Statutory Conditions

In respect of Part 2 – Personal Liability, only Statutory Conditions 1, 3, 4, 5 and 15 apply. Otherwise all of the Statutory Conditions apply with respect to all perils insured by this policy. In the following **you**, the name shown on the Cover Page, are called the **Insured**. **We** are called the **Insurer**.

## 1. Misrepresentation

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.

## 2. Property of Others

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.

## 3. Change of Interest

The Insurer shall be liable for loss or damage occurring after an authorized assignment under the *Bankruptcy and Insolvency Act* or change of title by succession, by operation of law, or by death.

## 4. Material Change

Any change material to the risk and within the control and knowledge of the **Insured** shall void 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.

## 5. Termination of Contract

- (1) This contract may be terminated:
  - (a) by the Insurer giving to the **Insured** 15 days notice of termination by registered mail, or 5 days written notice of termination personally delivered;
  - (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 premium actually paid by the **Insured** over the *pro rata* premium for the expired time, but in no event, shall the *pro rata* premium for the expired time, be deemed to be less than any minimum retained premium specified; and
  - (b) the refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.
- (3) Where this contract is terminated by the **Insured**, the Insurer shall refund as soon as practicable the excess of premium actually paid by the **Insured** over the *short rate* premium for the expired time, but in no event shall the *short rate* premium for the expired time be deemed to be less than any minimum retained premium specified.
- (4) The refund may be made by money, postal or express company money order, or by cheque payable at par.
- (5) The 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.

## 6. Requirements After Loss

- (1) Upon the **occurrence** of any loss or damage to the insured property, the **Insured** shall, if such loss or damage is covered by the contract, in addition to observing the requirements of conditions 9, 10 and 11:
  - (a) forthwith give notice thereof in writing to the Insurer;
  - (b) deliver as soon as practicable to the Insurer a proof of loss verified by a statutory declaration:
    - (i) giving a complete inventory of the destroyed and damaged property and showing in detail quantities, cost, **Actual Cash Value** and particulars of amount of loss claimed.
    - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the **Insured** knows or believes.
    - (iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the **Insured**.
    - (iv) showing the amount of other insurance and the names of other Insurers.
    - (v) showing the interest of the **Insured** and of all others in the property with particulars of all liens, encumbrances and other charges upon the property.
    - (vi) showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract.
    - (vii) showing the place where the property insured was at the time of loss.
  - (c) if required give a complete inventory of undamaged property and showing in detail quantities, cost, **Actual Cash Value**.
  - (d) if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other contract.
- (2) The evidence furnished under clauses (c) and (d) of subparagraph (1) of this condition shall not be considered proofs of loss within the meaning of conditions 12 and 13.

## 7. Fraud

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

## 8. Who May Give Notice and Proof

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.

## 9. Salvage

- (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.

**10. Entry, Control, Abandonment**

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.

**11. Appraisal**

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.

**12. When Loss Payable**

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

**13. Replacement**

- (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.

**14. Action  
Repealed**

**15. Notice**

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.

## Privacy: Our Commitment

Thank you for choosing SGI CANADA.

At SGI CANADA **we** value **our** customers and take **your** privacy seriously. During the course of **business** with **you**, **our** brokers or **we** may ask for personal information so **we** can serve **you** better. **You** can rest assured that **we'll** protect and respect **your** personal information and privacy – from the time **we** first collect the information until it is disposed of. After all, SGI CANADA's business is built on **your** trust.

**Our** commitment to **you** is to collect only the information **we** need to conduct **your business** and to adhere to industry best practices in handling and protecting **your** personal information.

Protecting **your** privacy is important to **us** at SGI CANADA.

### If you want to:

- access **your** personal information or have **your** information corrected;
- change **your** consent with respect to how **we** collect, use or disclose **your** personal information;
- file a complaint about **our** privacy policies or the manner in which **we've** handled **your** personal information;
- inquire about any other privacy questions or concerns.

### Please contact:

SGI CANADA Chief Privacy Officer  
2260 – 11th Ave.  
Regina, Sask.  
S4P 0J9  
Phone: 1-800-667-8015  
E-mail: [privacyofficer@sgi.sk.ca](mailto:privacyofficer@sgi.sk.ca)

If **you're** not satisfied with the outcome of an inquiry or complaint handled by SGI CANADA's Chief Privacy Officer, **you** may address **your** concerns to:

Office of the Saskatchewan Information and Privacy Commissioner  
503 – 1801 Hamilton St.  
Regina, Sask.  
S4P 4B4  
Phone: 306-787-8350  
Toll free within Saskatchewan: 1-877-748-2298  
Fax: 306-798-1603  
[www.opic.sk.ca](http://www.opic.sk.ca)

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