



*Facing the storm with you*

# ***Residential*PRO**

P O L I C Y   B O O K L E T



# RESIDENTIAL PRO

## PERSONAL PROPERTY PROTECTION POLICY

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# RESIDENTIAL INSURANCE POLICY

Your complete policy is made up of this booklet and the Coverage Summary Page(s) provided to you.

This policy is written in plain and easy to understand language. We encourage you to read it and consult with your Broker if you have any questions.

The Policy Conditions, Statutory Conditions and Additional Conditions set out at the back of this booklet apply to all sections of the policy.

## AGREEMENT

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We provide the insurance described in this policy, only if indicated on the Coverage Summary page, in return for payment of the premium and subject to the terms and conditions set out. All amounts of insurance, premiums and other amounts expressed are in Canadian currency.

The Coverage Summary page summarizes the coverages and amounts of insurance we have agreed to provide and the period for which they are provided.

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

## DEFINITIONS

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The following definitions apply to your policy:

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

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

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

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

**"Civil Authority"** means any person acting under the authority of the Governor General in Council of Canada or the Lieutenant Governor in Council of a Province, and/or any person within authority under a Federal, Provincial or Territorial legislation with respect to protection of persons and property in the event of an emergency.

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

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

**"Condominium Unit Owner"** means an owner of a dwelling unit forming part of property owned by a condominium or strata corporation.

**"Data"** means representations of information of concepts, in any form.

**"Data Problem"** means:

- Erasure, destruction, corruption, misappropriation, misinterpretation of data;
- Error in creating, amending, entering, deleting or using data; or
- Inability to receive, transmit or use data.

**"Dwelling"** means the building or, if you are a tenant, the portion of the building described on the Coverage Summary page occupied by you as your principal residence.

**"Farming"** means the ownership, maintenance or use of premises and machinery for the production of crops or the raising or care of livestock, including all necessary related operations. "Farming" also includes the operation of roadside stands and farm markets maintained principally for the sale of your own agricultural products.

**"Flood"** means waves, tides, tidal waves, tsunamis or the rising or, the breaking out or the overflow of any body of salt water, whether natural or man-made.

**"Homeowner"** means an owner of the dwelling and premises.

**"Insured Peril"** means a cause of loss or damage as described and limited for which the policy provides coverage.

**"Identity Fraud"** means the act of knowingly transferring or using, without lawful authority, your means of identity which constitutes a violation of federal law or a crime or offence under any applicable federal, provincial, territorial or local law.

**"Identity Fraud Occurrence"** means any act or series of acts of identity fraud committed by a person or group discovered during the current policy period.

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

**"Maintenance Fees"** means the monthly charge for your share of the Condominium Corporation operating expenses such as utilities, regular upkeep and maintenance, management, administration and insurance for common elements.

**"Media"** means any material on which data is electronically stored such as, but not limited to, magnetic tapes, diskettes, disk packs and cassettes.

**"Occurrence"** means a loss to insured property caused by one or more of the insured perils.

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

1. The unusual and rapid accumulation or run off of surface waters from any source, including torrential rainfall.
2. The rising or, breaking out or the overflow of any body of fresh water.

**"Personal Property"** or **"Contents"** means the contents of your home including property of a personal nature such as clothing and other property usual and incidental to the ownership or maintenance of a dwelling.

**"Premises"** in the case of a homeowner, means the dwelling and the land contained within the lot lines on which the dwelling is situated.

**"Premises"** in the case of a tenant or condominium unit owner, means the dwelling or unit and includes garages, outbuildings and private approaches reserved for your use or occupancy only.

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

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

**"Residence Employee"** means a person employed by you to perform duties in connection with the maintenance or use of the insured premises.

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

**"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.

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

**"Vacant"** refers to the circumstance where, 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 in the case of a newly constructed house, no occupant has yet taken up residence.

**"Vermin"** wherever the word "vermin" is shown in this policy it shall mean:

- small common harmful or objectionable animals and insects (such as lice or fleas) that are difficult to control; and
- birds and mammals that prey on game; and
- animals that at a particular time and place compete (as for food) with humans or domestic animals.

The term vermin includes but is not limited to skunks, raccoons, squirrels, rats, bats, mice, ants, bed bugs, or moths.

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

**"We", "us", "our" and "the Insurer"** means The Portage la Prairie Mutual Insurance Company.

**"You"** and **"Your"** and **"Insured"** means the person(s) named on the Coverage Summary page and, while living in the same household, his or her spouse, the relatives of either, and any person under 21 in their care. Spouse means:

1. Either of two persons who are married to each other or
2. Either of two persons who are living together in a conjugal relationship outside of marriage and have so lived together continuously for a period of 2 years or, if they are the natural or adoptive parents of a child, for a period of 1 year.

In addition, an unmarried student under 21 who is enrolled in and actually attending a school, college, or university and who is dependent on the named Insured or his or her spouse for support and maintenance is also insured even if temporarily residing away from the principle residence stated on the Coverage Summary Page.

In addition, an insured, child, parent, grandparent or other family member of an Insured who is dependent on the Named Insured or his or her spouse for support and maintenance, is also insured while residing in a nursing or care facility.

# SECTION I – PROPERTY COVERAGES

## COVERAGES

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

In this section, coverage details are provided for:

Homeowners Essentials Broad Form .....	Form 1006
Condominium Unit Owner Broad Form .....	Form 1004
Tenants Package Broad Form .....	Form 1003
Homeowners Essentials Comprehensive Form.....	Form 1022
Homeowners Enhanced Comprehensive Form.....	Form 1027
Condominium Unit Owner Comprehensive Form .....	Form 1023
Tenants Package Comprehensive Form .....	Form 1123
Fire & Extended Coverage .....	Form 0202
Seasonal Homeowner Comprehensive Form.....	Form 1010



# HOMEOWNERS ESSENTIALS BROAD FORM – FORM 1006

## ALL PERILS BUILDING(S) & NAMED PERILS CONTENTS

### COVERAGE A – DWELLING BUILDING

**We insure:**

1. The dwelling and attached structures.
2. Permanently installed outdoor equipment on the premises, including fences within 75 meters (250 ft.) of the dwelling building, used principally for the service of the dwelling.
3. Outdoor swimming pool and attached equipment on the premises.
4. Materials and supplies located on or adjacent to the premises intended for use in construction, alteration or repair of your dwelling or private structures on the premises, other than private structures to be used in whole or in part for business or agricultural purposes. We insure against the peril of theft only when your dwelling is completed and occupied.

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

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

### COVERAGE B – DETACHED PRIVATE STRUCTURES

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

If you have more than one detached structure, the amount of insurance will be divided in the proportions that the value of each structure has to the value of all such structures at the time of loss.

We do not insure private structures used in whole or in part or designed for residential, business or agricultural purposes whether occupied, unoccupied or vacant regardless of their current use unless otherwise endorsed in this form. We do not insure detached buildings or structures where the wall(s) or roof construction consists of tarp, polyethylene or similar covering.

### COVERAGE C – PERSONAL PROPERTY

**We insure:**

**1. Personal Property on Your Premises**

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

**2. Personal Property Temporarily Away from Your Premises**

We insure your personal property which is usually kept throughout the year at your premises for up to 20% of the amount of insurance on your personal property or \$2,000, whichever is greater, while it is temporarily away from your premises anywhere in the world. If you wish, we will include uninsured personal property belonging to others while it is in your possession or belonging to a residence employee traveling for you.

Personal property kept at any other location you own, rent or occupy is not insured unless it is being kept at that or another location due to an insured loss.

Personal property stored in a warehouse is only insured against the peril of theft.

**3. Personal Property Damaged by Change of Temperature**

We insure your personal property damaged by change of temperature resulting from physical damage to your dwelling or equipment by an Insured Peril. This applies only to personal property kept in the dwelling.

**4. Moving Your Personal Property to Another Home**

We insure your personal property that is being moved from the premises shown in the Coverage Summary to another location within Canada which is to be occupied by you as your principal dwelling. The limit of insurance for Personal Property will be divided between the premises, in transit and at the new location on the basis of the percentage of the total value of the property at your premises, in transit and at the new location. This coverage applies only for a period of 30 days from the date you commenced removal or until your policy term ends, whichever occurs first.

**5. Personal Property Not Insured**

We do not insure loss or damage to motorized vehicles, trailers and aircraft or their equipment (except for motorized wheelchairs, watercraft, motorized lawn mowers, other gardening equipment, snow blowers or motorized scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability). Equipment includes audio, visual, recording or transmitting equipment powered by the electrical system of a motor vehicle or aircraft.

### SPECIAL LIMITS OF INSURANCE

**Coverage for the following types of personal property is subject to Special Limits of Insurance, which are shown below. These limits are the most we will pay for insured loss or damage in any one occurrence.**

1. **Animals:** Animals, birds and fish up to \$1,000 in all and only if they are kept as household pets.
2. **Boats:** Watercraft, their furnishings, equipment, accessories and motors up to \$1,000 in all.
3. **Business Property:** Books, tools and instruments pertaining to a business, profession or occupation for an amount up to \$2,000 in all, only while on your premises. This applies to all items whether used in whole or in part for business, professional or occupational purposes. Other Business property, including samples and goods held for sale, is not insured.
4. **Cannabis and its accessories:** Cannabis, including cannabis plants either for recreational or medicinal use, in all consumable forms and its accessories up to \$500 in all.
5. **Computer Software:** Computer software up to \$1,000 in all. We do not insure the cost of gathering or assembling information or data.
6. **Garden Equipment:** Motorized lawn mowers, other motorized garden equipment, garden tractors and their attachments, or snowblowers, up to \$5,000 in all.
7. **Memorabilia Collections:** Memorabilia collections including sports cards and comic books up to \$2,000 in all.
8. **Money/Bullion:** Money or bullion, gold other than goldware, silver other than silverware and platinum up to \$500 in all.

9. **Personal Property of a Student:** The Personal Property of a student, insured by the policy, up to \$2,500 while at a residence away from home if the student was there at any time during the 45 days before any loss.
10. **Securities:** Securities (bonds, stocks etc.) up to \$2,000 in all

**The following special limits of insurance apply if the items described below are stolen:**

11. **Jewellery/Furs:** Jewellery, watches, gems, fur garments and garments trimmed with fur, up to \$2,000 in all
12. **Numismatic Property:** Numismatic Property (such as coin collections and metals) up to \$500 in all
13. **Philatelic Property:** Manuscripts and philatelic property (such as stamp collections) up to \$500 in all

## COVERAGE D – ADDITIONAL LIVING EXPENSE

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The amount of insurance for Coverage D is the total amount for any one or combination of the following coverages. The periods of time stated below are not limited by the expiration of the policy.

### 1. Additional Living Expense

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

### 2. Fair Rental Value

If an Insured Peril makes that part of the dwelling or detached private structures rented to others or held for rental by you unfit for occupancy, we insure its Fair Rental Value. Payment shall be for the reasonable time required to repair or replace that part of the dwelling or detached private structures rented or held for rental. Fair Rental Value shall not include any expense that does not continue while that part of the dwelling or detached private structure rented or held for rental is unfit for occupancy.

If a civil authority prohibits access to your dwelling as a direct result of damage to neighboring premises by an Insured Peril under this form, we insure any resulting Additional Living Expense and Fair Rental Value loss for a period not exceeding two weeks.

We do not insure the cancellation of a lease or agreement.

## INSURED PERILS – COVERAGES A, B AND D

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You are insured against all risks of direct physical loss or damage to the property described in Coverages A and B except:

**We do not insure:**

1. lawns, driveways or items grown for commercial purposes;
2. trees, shrubs and plants except as shown under Additional Coverages;
3. loss or damage resulting from wear and tear, deterioration, defect or mechanical breakdown, rust or corrosion, extremes of temperature, condensation, wet or dry rot or mould, and contamination;
4. the cost of making good faulty material or workmanship;
5. settling, expansion, contraction, moving, bulging, buckling, cracking or the falling of ceiling or wall plaster except resultant damage to building glass;
6. loss or damage caused by birds, vermin (as defined herein), rodents, or insects, except loss or damage to building glass;
7. loss or damage caused by smoke caused by agricultural smudging or industrial operations;
8. loss or damage to satellite receivers greater than 36" in diameter, and their attachments caused by windstorm or hail, weight of ice, snow or sleet, or collapse;
9. loss or damage caused by flood, overland water, surface water, spray, ice or water-borne objects, all whether driven by wind or not, unless the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached;
10. loss or damage caused by seepage or leakage of water. This includes, but is not limited to, water entering through sidewalks, driveways, foundations, walls, basement or other floors or through doors, windows or any other openings; however you will still be insured if the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached;
11. loss or damage to an outdoor swimming pool, outdoor hot tub or similar installation or equipment attached or a public watermain, caused by water escape, rupture or freezing;
12. loss or damage caused by or resulting from freezing, thawing, or pressure or weight of water, ice, snow or sleet, whether driven by wind or not, to any fence, patio, pavement, swimming pool or attached equipment, public water main, foundation, retaining wall, bulkhead, pier wharf or dock.

## INSURED PERILS – COVERAGE C

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You are insured against direct loss or damage caused by the following perils as described and limited:

1. **Fire or Lightning.**
2. **Explosion:** This peril does not include water hammer.
3. **Smoke:** This peril means smoke due to a sudden, unusual or faulty operation of any heating or cooking unit in or on the premises.
4. **Falling Object:** This peril means a falling object which strikes the exterior of a building but not objects which strike the building because of snowslide, landslide or other earth movement.
5. **Impact by Aircraft, Spacecraft or Land Vehicle:** Animals are not insured under this peril.
6. **Riot or Civil Commotion.**
7. **Vandalism or Malicious Acts:** This peril does not include loss or damage:
  - a. occurring while the building is under construction or vacant even if permission for construction or vacancy has been given by us;
  - b. caused by you;
  - c. caused by theft or attempted theft.
8. **Water Escape, Rupture, Freezing:** This peril means:
  - a. accidental discharge or overflow of water or steam from within a plumbing, heating, interior sprinkler or air conditioning system, domestic appliance, swimming pool or equipment attached and public watermains;
  - b. sudden or accidental bursting, tearing apart, cracking, burning or bulging due to pressure of water or steam, or lack of water or steam, in a plumbing, heating, interior sprinkler or air conditioning system or appliance for heating water;
  - c. freezing of any part of a plumbing, heating, sprinkler or air conditioning system or domestic appliance within a building heated during the usual heating season;
  - d. accidental discharge or overflow of water from a waterbed or aquarium.

This peril does not include damage:

- e. caused by continuous or repeated seepage or leakage;
  - f. caused by backing up or escape of water from a sewer;
  - g. caused by flood or overland water;
  - h. to an appliance caused by rust or corrosion;
  - i. occurring while the building is under construction or vacant even if we have given permission for construction or vacancy.
9. **Windstorm or Hail:** This peril does not include loss or damage to your personal property or improvements and betterments within a building caused by windstorm, hail or coincidental rain damage, unless the storm first creates an opening in the building. Any watercraft you own are insured up to \$1,000. if they were inside a fully enclosed building at the time of loss. Canoes and rowboats are insured while in the open. This peril does not include damage due to weight or pressure or melting of ice or snow, waves, floods whether driven by wind or not.
10. **Transportation:** This peril means loss or damage caused by collision, upset, overturn, derailment, stranding or sinking of any automobile or attached trailer in which the property is being carried. This would also apply to any conveyance of a common carrier. This peril means loss or damage to your personal property while it is temporarily removed from your premises.
- This peril does not include loss or damage to:
- a. property in a vacation or home trailer which you own;
  - b. any watercraft, their furnishings, equipment or motors.
11. **Theft, Including Damage Caused by Attempted Theft:** This peril does not include loss or damage:
- a. which happens at any other premises which you own, rent or occupy, except while you are temporarily living there;
  - b. caused by any tenant, employee or member of the tenant's household if the part of the dwelling containing the property insured normally occupied by you is rented to others;
  - c. of animals, birds or fish.
12. **Weight of Ice, Snow or Sleet:** This peril means the weight of ice, snow or sleet which causes damage to property contained in the building.
13. **Collapse of a Building or Any Part of a Building:** This peril does not include settling, cracking, shrinking, bulging, expansion or the falling of ceiling or wall plaster.
14. **Sudden and Accidental Damage From Artificially Generated Electrical Current:** This peril does not include loss to a tube, transistor or similar electronic components.
15. **Fuel Leakage:** This peril means the sudden and accidental escape of fuel from a permanently installed domestic fuel tank. (including any attached equipment, apparatus or piping).
16. **Glass Breakage:** This peril means breakage of glass which is part of a building or private structure on your premises including glass in storm windows and doors.

## LOSS OR DAMAGE NOT INSURED — COVERAGES A, B, C AND D

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### *We do not insure:*

1. buildings or structures used in whole or in part for any business or agricultural purpose unless declared on the Coverage Summary page;
2. property illegally imported, acquired, kept, stored or transported;
3. books of account and evidences of debt or title;
4. any property lawfully seized or confiscated unless such property is destroyed to prevent spread of fire;
5. losses or increased costs of repair due to the operation of any law regulating the zoning, demolition, repair or construction of buildings and their related services;
6. property at any fairground, exhibition or exposition for the purpose of exhibition.

### *We do not insure loss or damage:*

7. caused directly or indirectly from the cultivating, harvesting, processing, manufacturing, distribution or sale of any drug or narcotic or illegal substance; this includes any alterations to the premises to facilitate such activity. This exclusion applies regardless of the amount of substance or product, and with or without the knowledge of the Insured however, any dwelling or detached private structure with a total of four or less cannabis plants being grown legally for personal recreational use by the occupying insured or tenant, and this action is allowed by both Federal and Provincial law, those cannabis plants are not considered a drug, narcotic or illegal substance.
8. occurring after your dwelling has, to your knowledge, been vacant for more than 30 days;
9. caused by any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
10. caused by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
11. resulting from any intentional or criminal act or failure to act by:
  - a. any person insured by this policy; or
  - b. any other person at the direction of any person insured by this policy;
12. to personal property undergoing any process, including a process involving the application of heat, or while being worked on, where the damage results from such process or work, but resulting damage to other property is insured;
13. caused by continuous or repeated seepage or leakage of water or steam from within a plumbing, heating, sprinkler or air conditioning system or domestic appliance;
14. caused by theft or attempted theft of property in or from a dwelling under construction or of materials and supplies for use in the construction until the dwelling is completed and ready to be occupied;
15. caused by vandalism or malicious acts or glass breakage occurring while your dwelling is under construction or vacant even if permission for construction or vacancy has been given by us;
16. caused by rupture or bursting, backing up or escape of water from a sewer or drain, sump, septic tank, eaves trough or downspout, unless the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached;
17. caused by accidental discharge or overflow of water or steam from within a plumbing, heating, sprinkler or air conditioning system, domestic appliance, swimming pools or equipment attached and public watermain occurring while your dwelling is under construction or vacant even if permission for construction or vacancy has been given by us;
18. caused by sudden or accidental bursting, tearing apart, cracking, burning or bulging due to pressure of water or steam, or lack of water or steam, in a plumbing, heating, sprinkler or air conditioning system or appliance for heating water, occurring while your dwelling is under construction or vacant even if permission for construction or vacancy has been given by us;
19. caused by freezing of a plumbing, heating, sprinkler or air conditioning system or domestic appliance unless it happens within a building heated during the usual heating season and you have not been away from your premises for more than four consecutive days; however you will still be insured if:
  - a. you had arranged for a competent person to enter your dwelling daily to ensure that heating was being maintained; or
  - b. you had shut off the water supply and had drained all the pipes and appliances; or
  - c. you have a 24 hour a day monitored building temperature alarm installed and maintained. (Any disconnection of the alarm or cancellation of the monitoring service will void this provision)

If the loss or damage occurs while your building is under construction or vacant, you would not be insured, even if permission for construction or vacancy has been given by us;

20. caused by artificially generated electric current, including electric arcing, that disturbs any tubes, transistors or similar electronic components. If loss by fire results, we will pay only for the resulting loss or damage;
21. caused by snowslide, earthquake, landslide or any other earth movement. If any of these results in fire or explosion, we will pay only the resulting loss or damage.
22. caused by the entrance of water through any roof unless:
  - a. through an aperture concurrently and directly caused by a peril not otherwise excluded; or
  - b. due to the accumulation of ice or snow on the exterior of the roof or eaves trough.
23. caused by domestic animals and/or pets of any kind:
  - a. owned by you;
  - b. in your care, custody or control;
  - c. owned by or in the care, custody or control of anyone residing in your dwelling
24. caused directly or indirectly, in whole or in part, by Terrorism or by any activity or decision of a government, 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.

## **ADDITIONAL COVERAGES**

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The following coverages are included under the Homeowners Essentials Broad Form 1006:

### **SINGLE INCLUSIVE LIMIT**

Subject to the conditions below, the Homeowners Essentials Broad Form package includes a Single Inclusive Coverage Limit under Section 1. This limit may be applied to any insured loss or damage to the property insured in this section of your policy, except for personal property under Coverage C which are subject to Special Limits of Insurance. The single amount of insurance is the sum of the amounts shown on the Coverage Summary page for; A: Dwelling Building, B: Detached Private Structures, C: Personal Property, and D: Additional Living Expense and is the maximum amount we will pay for insured loss or damage in any one occurrence, unless stated otherwise.

If the amount of coverage is inadequate to satisfy your loss for any of Coverages A, B, C, or D, you may apply the unused amounts of insurance remaining under these separate limits to make up for any shortfall under an exhausted one and until the total Single Limit amount of insurance has been exhausted.

Where a building insured under Coverage A: Dwelling Building is endorsed with Guaranteed Replacement cost and the amount payable for your dwelling exceeds the Coverage A limit shown on the Coverage Summary Page, this additional amount required to rebuild the building will not affect the remaining combined limit of Coverages B, C, and D. If Guaranteed Replacement Cost (Building) is not indicated on the Coverage Summary Page and a total loss has occurred, the Single Limit Amount will be the maximum amount of coverage to settle a claim for any loss covered in Section 1 for any of the affected Coverages A, B, C, or D.

### **Conditions**

1. This extension applies only to the building occupied by you as a principal residence.
2. You will maintain insurance on your building to 100% of its replacement cost based on your having presented an accurate description of your building at the time of application.
3. You will advise us within 30 days of any work performed on your building which increases the estimated replacement cost of your building by \$10,000. or more.
4. If any law, by-law or zoning regulation prohibits the repair or replacement of the damaged or destroyed building with similar materials or the replacement by a building of similar size, we will pay the Actual Cash Value of the damage up to the applicable amount of insurance stated on the Coverage Summary page.
5. You will repair, rebuild or replace the building on the same location, with building(s) of the same occupancy constructed with material of similar quality.

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

### **CONVICTION REWARD**

We will pay \$1,000 for information which leads to a conviction for arson, theft, robbery or burglary in connection with a fire loss to property insured by this policy. This coverage may increase the amount otherwise applicable. The \$1,000 limit will not be increased regardless of the number of people giving information.

No deductible applies to this coverage.

### **CREDIT CARD, FUND TRANSFER CARD, FORGERY AND COUNTERFEIT MONEY**

***We will pay up to \$1,000 for:***

1. your legal obligation to pay because of theft or unauthorized use of credit cards issued to you or registered in your name;
2. loss caused by theft of your fund transfer cards;
3. loss caused by forgery or alteration of any cheque or negotiable instrument; and
4. loss sustained through acceptance in good faith of counterfeit Canadian or United States paper currency.

***We do not pay for loss:***

- a. unless you have complied with all the conditions under which the cards have been issued;
- b. caused by the use of your cards by a resident of your household or by a person to whom cards have been entrusted.

At our option and expense we may defend any claim against you under (1), (2) and (3).

No deductible applies to this coverage.

### **DEBRIS REMOVAL**

The single amount of insurance includes the cost of removing debris caused by loss or damage to property insured by this policy as a result of an Insured Peril. However, when the amount payable for loss or damage to property equals the single amount of insurance, we will pay up to an additional 5% of the single amount for debris removal expenses provided that the replacement of the building(s) takes place on the same site. If you must remove insured property from your premises to protect it from loss or damage, it is insured by this form for 30 days or until your policy term ends — whichever occurs first. The amount of insurance will be divided in the proportions that the value of the property removed bears to the value of all property at the time of loss.

### **FIRE DEPARTMENT CHARGES**

We will pay up to \$1,000. or such other amount as may be specified on the Coverage Summary page for your liability for Fire Department charges incurred when a Fire Department is called to save or protect property insured by this policy from an insured peril.

No deductible applies to this coverage.

## **FREEZER FOODS**

We insure foodstuffs up to \$2,000 in all, but only while contained in a food freezer located within the dwelling or detached private structure and only for loss by spoilage caused by an outside power failure or mechanical or electrical breakdown of the freezer unit.

This coverage limit also includes loss or damage to the freezer itself resulting from spoilage of the foods contained within.

### ***We do not insure loss or damage caused by:***

1. improper or faulty wrapping, packing or handling;
2. inherent vice or natural spoilage;

## **IDENTITY FRAUD EXPENSE ENDORSEMENT**

Identity Fraud Expense coverage provides coverage against Identity Fraud Expenses you may incur as a result of the fraudulent use of your identity. This coverage is included in your policy as an Additional Coverage at no additional cost. This coverage reimburses you for expenses you incur while dealing with your identity fraud claim up to a 15,000 limit.

The above included limit is a maximum aggregate amount payable in any one insurance contract period regardless of the number of acts of identity fraud claims made or of the number of insureds affected.

### **Insuring Agreement**

If you hold a policy that qualifies for the Identity Fraud Expense Endorsement, we agree that coverage is extended to include reimbursement of cost you actually incur resulting from Identity Fraud as defined and limited herein.

### **Coverage**

We reimburse the following costs incurred directly and solely as a result of the fraudulent use of your identity;

- telephone expenses for calls to businesses, law enforcement agencies, financial institutions or similar credit grantors, and credit agencies;
- the loan application fees for re-applying for loan(s) due to the rejection of the original application because the lender received incorrect credit information;
- the reasonable lawyer fees incurred, with prior notice to and approval by us, for:
- your defense against any suit(s) brought against you by businesses or their collection agencies.
- the removal of any criminal or civil judgments wrongly entered against you; or
- any challenge to the information in your consumer credit report.
- the reasonable costs or expenses (including mileage, associated parking costs, taxi cab fees or public transit fees) incurred for notarizing affidavits or similar documents for law enforcement agencies, financial institutions or similar credit grantors, and credit agencies;
- the costs for sending certified mail to law enforcement agencies, financial institutions or similar credit grantors, and credit agencies;
- your loss of earnings by you as a result of time off from work to complete fraud affidavits, meet with law enforcement agencies, credit agencies, merchants, or legal counsel;
- reasonable costs of obtaining up to two credit reports after an Identity Fraud Occurrence has been reported to us, for a period of up to 12 months from the date of the reporting of the occurrence, but not limited by the expiry date of the policy.

### **Conditions**

**Notice:** The insured must report their Identity Theft to the police authorities immediately after his/her cognizance and the police authorities must open up an inquiry. The police report and the inquiry number must be provided to Portage Mutual.

All costs incurred which are submitted for payment under this endorsement must be directly and solely as a result of the fraudulent use of your credit or identity, and/or the process subsequently required to restore your credit history or to contact merchants, financial institutions, or similar credit grantors and credit agencies relating to the theft of your identity or to a fraud perpetrated against you. Under no circumstances shall Portage Mutual Insurance be required to pay more than the maximum specified limits laid out in this endorsement. The insured is responsible for any excess costs of the lawyer retained by him/her and in such cases the insured is responsible to make an agreement directly with the lawyer and shall remain solely responsible for any costs exceeding the maximum amounts provided in this endorsement.

No deductible applies to this coverage.

### **Loss or Damage Not Insured**

#### ***We do not insure:***

1. Any losses already covered under the "Credit Card, Forgery and Counterfeit Money" extension under your policy.
2. Any losses covered by credit card insurance, bank/credit union insurance or any other coverage provided to you. Other insurance will be considered primary and this endorsement will apply only after these other coverages or programs have been exhausted;
3. Any losses resulting from your non-compliance with the terms and rules to be adhered to with the issuance of any bank card or credit card including secure storage of PINS(Personal Identification Numbers) and personal information;

#### ***Nor do we insure direct or indirect loss or damage, in whole or in part:***

4. caused by or arising out of your fraudulent, dishonest or criminal acts;
5. caused by or arising out of your business pursuits;
6. caused by or arising out of your own use of your identity;
7. caused by or arising out of your intentional misuse of your identity.

This coverage is subject to all other provisions, conditions, definitions, limitations and exclusions of your policy.

## **INFLATION ENDORSEMENT**

During the term of this policy, we will automatically increase the limit of insurance on your Dwelling Building in the following manner:

By an amount up to but not exceeding

1% — 3 months after the current effective date

2% — 5 months after the current effective date

3% — 7 months after the current effective date

4% — 9 months after the current effective date

We will also automatically increase the limit of insurance on your Detached Private Structure, Unscheduled Personal Property and Additional Living Expense by the same proportion. On renewal date we may elect to increase the limit of insurance shown on the Declaration Page in accordance with the latest published Statistics Canada Building Construction Index and adjust the premium. If at your request, we change the limit of insurance on your Dwelling Building shown on the Declaration page, we will apply the Inflation Protection on the changed limit of insurance from the date the change is made.

## **MASTER KEY/LOCK REPAIR AND REPLACEMENT**

We will pay up to \$500 to replace or rekey, at our option, the locks on the insured premises if your keys are stolen, provided the theft is reported to the police or law enforcement agency having jurisdiction at the location of the theft.

No deductible applies to this coverage.

## **OUTDOOR TREES, SHRUBS AND PLANTS**

You may apply up to 5% in all of the amount of insurance on your dwelling to trees, shrubs and plants on your premises. We will not pay more than \$250 for any one tree, shrub or plant including debris removal expenses. We insure these items against loss caused by fire, lightning, explosion, impact by aircraft or land vehicle, riot, vandalism and malicious acts as described under Insured Perils.

### ***We do not insure:***

- a. Lawns;
- b. Cannabis;
- c. items grown for commercial purposes;
- d. items located on undeveloped portions of your premises or more than 75 meters (250 feet) from the dwelling.

## **SWIMMING POOLS DAMAGED BY WEIGHT OF ICE/SNOW/SLEET**

We will pay up to \$5,000 (per occurrence) if your swimming pool is damaged by the weight of ice, snow or sleet whether driven by wind or not.

## **BASIS OF CLAIM PAYMENT**

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### **WHEN COVERAGE APPLIES**

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

### **DEDUCTIBLE**

We are responsible only for the amount by which the loss or damage caused by any of the insured perils exceeds the amount of the Deductible shown on the Coverage Summary Page(s) in any one occurrence.

If your claim involves personal property on which the special limits of insurance apply, the limitations apply to the losses exceeding the deductible amount.

### **INSURANCE UNDER MORE THAN ONE POLICY**

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

### **SUBROGATION**

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

### **DWELLING BUILDING AND DETACHED STRUCTURES**

If you repair or replace the damaged or destroyed building on the same location with a building of the same occupancy constructed of materials of similar quality within a reasonable time after the damage, you may choose as the basis of loss settlement either (A) or (B) below; otherwise, settlement will be as in (B).

- A. The cost of repairs or replacement (whichever is less) without deduction for depreciation, in which case we will pay in the proportion that the applicable amount of insurance bears to 80% of the Replacement Cost of the damaged building at the date of damage, but not exceeding the actual cost incurred.
- B. The Actual Cash Value of the damage at the date of the occurrence.

In determining the cost of repairs or replacement under (A) or the amount payable under (B) above, we will not pay or include the increased cost of repair or replacement due to the operation of any law regulating the zoning, demolition, repair or construction of buildings and their related services.

### **PERSONAL PROPERTY**

We will pay the Actual Cash Value of the damage up to the applicable amount of insurance.

### **ACTUAL CASH VALUE**

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

### **SPECIAL LIMITS ON PERSONAL PROPERTY**

Special limits of insurance apply to specific classes of Personal Property. These Special Limits may be expressed separately on individual coverages provided in this form or on other policies. These Special Limits are not cumulative and only one per specified class of personal property will be applied to each loss occurrence.

### **OBSOLESCENCE**

We will not pay for increased costs that result when you cannot repair or replace your property because material or parts are unavailable, obsolete or outmoded. We will pay only the cost that would have been required if material or parts were available. We will pay on the basis of the last known cost of materials or parts.

### **LOSS TO A PAIR OR SET**

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

### **LOSS TO PARTS**

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

# CONDOMINIUM UNIT OWNER BROAD FORM – FORM 1004

## NAMED PERILS CONTENTS

### COVERAGE C – PERSONAL PROPERTY

#### *We insure:*

#### 1. Personal Property on Your Premises

We insure the contents of your unit and other personal property you own, wear or use, while on your premises (including in an on-site storage locker), and which is usual to the ownership or maintenance of a dwelling. If you wish, we will include uninsured personal property of others while it is on that portion of your premises which you occupy, but we do not insure property of roomers or boarders who are not related to you.

#### 2. Personal Property Temporarily Away from Your Premises

We insure your personal property which is usually kept throughout the year at your premises for up to 20% of the amount of insurance on your personal property or \$2,000, whichever is greater, while it is temporarily away from your premises anywhere in the world. If you wish, we will include uninsured personal property belonging to others while it is in your possession or belonging to a residence employee traveling for you.

Personal property kept at any other location you own, rent or occupy is not insured unless it is being kept at that or another location due to an insured loss.

Personal property stored in a warehouse is only insured against the peril of theft.

#### 3. Personal Property Damaged by Change of Temperature

We insure your personal property damaged by change of temperature resulting from physical damage to your condominium unit or equipment by an Insured Peril. This applies only to personal property kept in the unit.

#### 4. Moving Your Personal Property to Another Home

We insure your personal property that is being moved from the premises shown in the Coverage Summary to another location within Canada which is to be occupied by you as your principal dwelling. The limit of insurance for Personal Property will be divided between the premises, in transit and at the new location on the basis of the percentage of the total value of the property at your premises, in transit and at the new location. This coverage applies only for a period of 30 days from the date you commenced removal or until your policy term ends, whichever occurs first.

#### 5. Personal Property Not Insured

We do not insure loss or damage to motorized vehicles, trailers and aircraft or their equipment (except for motorized wheelchairs, watercraft, motorized lawn mowers, other gardening equipment, snow blowers or motorized scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability). Equipment includes audio, visual, recording or transmitting equipment powered by the electrical system of a motor vehicle or aircraft.

### SPECIAL LIMITS OF INSURANCE

*Coverage for the following types of personal property is subject to Special Limits of Insurance, which are shown below. These limits are the most we will pay for insured loss or damage in any one occurrence.*

1. **Animals:** Animals, birds and fish up to \$1,000 in all and only if they are kept as household pets.
2. **Boats:** Watercraft, their furnishings, equipment, accessories and motors up to \$1,000 in all.
3. **Business Property:** Books, tools and instruments pertaining to a business, profession or occupation for an amount up to \$2,000 in all, only while on your premises. This applies to all items whether used in whole or in part for business, professional or occupational purposes. Other Business property, including samples and goods held for sale, is not insured.
4. **Cannabis and its accessories:** Cannabis, including cannabis plants either for recreational or medicinal use, in all consumable forms and its accessories up to \$500 in all.
5. **Computer Software:** Computer software up to \$1,000 in all. We do not insure the cost of gathering or assembling information or data.
6. **Garden Equipment:** Motorized lawn mowers, other motorized garden equipment, garden tractors and their attachments, or snowblowers, up to \$5,000 in all.
7. **Memorabilia Collections:** Memorabilia collections including sports cards and comic books up to \$2,000 in all.
8. **Money/Bullion:** Money or bullion, gold other than goldware, silver other than silverware and platinum up to \$300 in all.
9. **Personal Property of a Student:** The Personal Property of a student, insured by the policy, up to \$2,500 while at a residence away from home if the student was there at any time during the 45 days before any loss.
10. **Securities:** Securities (bonds, stocks etc.) up to \$2,000 in all.

*The following special limits of insurance apply if the items described below are stolen:*

11. **Jewellery/Furs:** Jewellery, watches, gems, fur garments and garments trimmed with fur, up to \$2,000 in all.
12. **Numismatic Property:** Numismatic Property (such as coin collections and metals) up to \$500 in all.
13. **Philatelic Property:** Manuscripts and philatelic property (such as stamp collections) up to \$500 in all.

### COVERAGE D – ADDITIONAL LIVING EXPENSE

The amount of insurance for Coverage D is the total amount for any one or combination of the following coverages. The periods of time stated below are not limited by the expiration of the policy.

#### 1. Additional Living Expense

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

#### 2. Fair Rental Value

If an Insured Peril makes that part of the condominium unit rented to others or held for rental by you unfit for occupancy, we insure its Fair Rental Value. Payment shall be for the reasonable time required to repair or replace that part of the unit rented or held for rental. Fair Rental Value shall not include any expense that does not continue while that part of the unit rented or held for rental is unfit for occupancy.

If a civil authority prohibits access to your unit as a direct result of damage to neighboring premises by an Insured Peril under this form, we insure any resulting Additional Living Expense and Fair Rental Value loss for a period not exceeding two weeks.

We do not insure the cancellation of a lease or agreement.

## INSURED PERILS

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You are insured against direct loss or damage caused by the following perils as described and limited:

1. **Fire or Lightning.**
2. **Explosion:** This peril does not include water hammer.
3. **Smoke:** This peril means smoke due to a sudden, unusual or faulty operation of any heating or cooking unit in or on the premises.
4. **Falling Object:** This peril means a falling object which strikes the exterior of a building but not objects which strike the building because of snowslide, landslide or other earth movement.
5. **Impact by Aircraft, Spacecraft or Land Vehicle:** Animals are not insured under this peril.
6. **Riot or Civil Commotion.**
7. **Vandalism or Malicious Acts:** This peril does not include loss or damage:
  - a. occurring while the building is under construction or vacant even if permission for construction or vacancy has been given by us;
  - b. caused by you;
  - c. caused by theft or attempted theft.
8. **Water Escape, Rupture, Freezing:** This peril means:
  - a. accidental discharge or overflow of water or steam from within a plumbing, heating, interior sprinkler or air conditioning system, domestic appliance, swimming pool or equipment attached and public watermains;
  - b. sudden or accidental bursting, tearing apart, cracking, burning or bulging due to pressure of water or steam, or lack of water or steam, in a plumbing, heating, interior sprinkler or air conditioning system or appliance for heating water;
  - c. freezing of any part of a plumbing, heating, sprinkler or air conditioning system or domestic appliance within a building heated during the usual heating season;
  - d. accidental discharge or overflow of water from a waterbed or aquarium.

This peril does not include damage:

  - e. caused by continuous or repeated seepage or leakage;
  - f. caused by backing up or escape of water from a sewer;
  - g. caused by flood or overland water;
  - h. to an appliance caused by rust or corrosion;
  - i. occurring while the building is under construction or vacant even if we have given permission for construction or vacancy.
9. **Windstorm or Hail:** This peril does not include loss or damage to your personal property or improvements and betterments within a building caused by windstorm, hail or coincidental rain damage, unless the storm first creates an opening in the building. Any watercraft you own are insured up to \$1,000, if they were inside a fully enclosed building at the time of loss. Canoes and rowboats are insured while in the open. This peril does not include damage due to weight or pressure or melting of ice or snow, waves, floods whether driven by wind or not.
10. **Transportation:** This peril means loss or damage caused by collision, upset, overturn, derailment, stranding or sinking of any automobile or attached trailer in which the property is being carried. This would also apply to any conveyance of a common carrier. This peril means loss or damage to your personal property while it is temporarily removed from your premises.

This peril does not include loss or damage to:

  - a. property in a vacation or home trailer which you own;
  - b. any watercraft, their furnishings, equipment or motors.
11. **Theft, Including Damage Caused by Attempted Theft:** This peril does not include loss or damage:
  - a. which happens at any other premises which you own, rent or occupy, except while you are temporarily living there;
  - b. caused by any tenant, employee or member of the tenant's household if the part of the dwelling containing the property insured normally occupied by you is rented to others;
  - c. of animals, birds or fish.
12. **Weight of Ice, Snow or Sleet:** This peril means the weight of ice, snow or sleet which causes damage to property contained in the building.
13. **Collapse of a Building or Any Part of a Building:** This peril does not include settling, cracking, shrinking, bulging, expansion or the falling of ceiling or wall plaster.
14. **Sudden and Accidental Damage From Artificially Generated Electrical Current:** This peril does not include loss to a tube, transistor or similar electronic components.
15. **Fuel Leakage:** This peril means the sudden and accidental escape of fuel from a permanently installed domestic fuel tank. (including any attached equipment, apparatus or piping).
16. **Glass Breakage:** This peril means breakage of glass which is part of your improvements on your premises including glass in storm windows and doors.

## LOSS OR DAMAGE NOT INSURED

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### ***We do not insure:***

1. property illegally imported, acquired, kept, stored or transported;
2. books of account and evidences of debt or title;
3. any property lawfully seized or confiscated unless such property is destroyed to prevent spread of fire;
4. losses or increased costs of repair due to the operation of any law regulating the zoning, demolition, repair or construction of buildings and their related services;
5. property at any fairground, exhibition or exposition for the purpose of exhibition.

### ***We do not insure loss or damage:***

6. caused directly or indirectly from the cultivating, harvesting, processing, manufacturing, distribution or sale of any drug or narcotic or illegal substance; this includes any alterations to the premises to facilitate such activity. This exclusion applies regardless of the amount of substance or product, and with or without the knowledge of the Insured however, any dwelling or detached private structure with a total of four or less cannabis plants being grown legally for personal recreational use by the occupying insured or tenant, and this action is allowed by both Federal and Provincial law, those cannabis plants are not considered a drug, narcotic or illegal substance.
7. occurring after your dwelling has, to your knowledge, been vacant for more than 30 days;
8. caused by any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
9. caused by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
10. resulting from any intentional or criminal act or failure to act by:
  - a. any person insured by this policy; or
  - b. any other person at the direction of any person insured by this policy;



11. to personal property undergoing any process, including a process involving the application of heat, or while being worked on, where the damage results from such process or work, but resulting damage to other property is insured;
12. caused by continuous or repeated seepage or leakage of water or steam from within a plumbing, heating, sprinkler or air conditioning system or domestic appliance;
13. caused by theft or attempted theft of property in or from a dwelling under construction or of materials and supplies for use in the construction until the dwelling is completed and ready to be occupied;
14. caused by vandalism or malicious acts or glass breakage occurring while your dwelling is under construction or vacant even if permission for construction or vacancy has been given by us;
15. caused by rupture or bursting, backing up or escape of water from a sewer or drain, sump, septic tank, eaves trough or downspout, unless the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached;
16. caused by accidental discharge or overflow of water or steam from within a plumbing, heating, sprinkler or air conditioning system, domestic appliance, swimming pools or equipment attached and public watermain occurring while your dwelling is under construction or vacant even if permission for construction or vacancy has been given by us;
17. caused by sudden or accidental bursting, tearing apart, cracking, burning or bulging due to pressure of water or steam, or lack of water or steam, in a plumbing, heating, sprinkler or air conditioning system or appliance for heating water, occurring while your dwelling is under construction or vacant even if permission for construction or vacancy has been given by us;
18. caused by freezing of a plumbing, heating, sprinkler or air conditioning system or domestic appliance unless it happens within a building heated during the usual heating season and you have not been away from your premises for more than four consecutive days; however you will still be insured if:
  - a. you had arranged for a competent person to enter your dwelling daily to ensure that heating was being maintained; or
  - b. you had shut off the water supply and had drained all the pipes and appliances; or
  - c. you have a 24 hour a day monitored building temperature alarm installed and maintained. (Any disconnection of the alarm or cancellation of the monitoring service will void this provision)

If the loss or damage occurs while your building is under construction or vacant, you would not be insured, even if permission for construction or vacancy has been given by us;
19. caused by artificially generated electric current, including electric arcing, that disturbs any tubes, transistors or similar electronic components. If loss by fire results, we will pay only for the resulting loss or damage;
20. caused by snowslide, earthquake, landslide or any other earth movement. If any of these results in fire or explosion, we will pay only the resulting loss or damage.
21. caused by the entrance of water through any roof unless:
  - a. through an aperture concurrently and directly caused by a peril not otherwise excluded; or
  - b. due to the accumulation of ice or snow on the exterior of the roof or eaves trough.
22. caused by domestic animals and/or pets of any kind:
  - a. owned by you;
  - b. in your care, custody or control;
  - c. owned by or in the care, custody or control of anyone residing in your dwelling
23. caused directly or indirectly, in whole or in part, by Terrorism or by any activity or decision of a government, 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.

## ADDITIONAL COVERAGES

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The following additional coverages are included under the Condominium Unit Owner Broad Form 1004:

### CONDOMINIUM UNIT OWNERS ADDITIONAL PROTECTION INSURANCE (FORM — 1034)

If an Amount of Insurance is shown on the Coverage Summary page for this coverage, we also insure under Section I of the policy to which this endorsement is attached, but subject to changes in terms and conditions that follow, your unit, excluding your improvements and betterments to it, If the Condominium Corporation has no insurance, its insurance is inadequate, or it is not effective. We will not pay more than the amount shown on the Coverage Summary for this coverage or 250% of the amount of insurance on Coverage C, Personal Property whichever is greater.

#### Basis of Claim Payment

We will pay for insured loss or damage to your unit, less any amount recoverable from any insurance covering the collective interests of unit owners, as follows:

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

Deductible: We are responsible only for the amount by which the loss or damage caused by any of the Insured Perils exceeds the amount of the deductible shown on the Coverage Summary page in any one occurrence.

#### INSURED PERILS

We insure your unit against all risks of direct physical loss or damage except as follows:

#### Loss or Damage Not Insured

##### **We do not insure:**

1. loss or damage as stated in the "Loss or Damage Not Insured" clauses under Section I;
2. losses or increased costs of repair due to operation of any law regulating the zoning, demolition, repair or construction of buildings and their related services;
3. loss or damage resulting from wear and tear, deterioration, defect or mechanical breakdown, rust or corrosion, extremes of temperature, wet or dry rot or mould, and contamination;
4. the cost of making good faulty material or workmanship;
5. loss caused by theft or attempted theft of any property
  - a. which at the time of loss is not part of your unit,
  - b. in or from your unit while it is under construction, or of materials or supplies for use in the construction, until your unit is completed and ready to be occupied.

##### **We do not insure loss or damage:**

6. to electrical devices or appliances caused by electrical currents other than lightning, unless fire or explosion follows and then only for the resultant damage;
7. caused by continuous or repeated seepage or leakage of water or steam from within a plumbing, heating, sprinkler or air conditioning system or domestic appliance;
8. caused by birds, vermin (as defined herein), rodents or insects, except loss or damage to building glass;
9. caused by settling, expansion, contraction, moving, bulging, buckling or cracking except resulting damage to building glass;

10. caused by smoke caused by agricultural smudging or industrial operations;
11. to an insured unit caused by snowslide, earthquake, landslide or any other earth movement. If any of these results in fire or explosion, we will pay only for the resulting loss or damage;
12. to outdoor radio or TV antennae (including satellite receivers), and their attachments caused by windstorm or hail, weight of ice, snow or sleet, or collapse;
13. caused by vandalism or malicious acts or glass breakage occurring while your unit is under construction or vacant even if permission for construction or vacancy has been given by us;
14. caused by flood, overland water, surface water, spray, ice or water-borne objects, all whether driven by wind or not, unless the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached;
15. caused by rupture or bursting, backing up or escape of water from a sewer or drain, sump, septic tank, eaves trough or downspout, unless the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached;
16. caused by seepage or leakage of water. This includes, but is not limited to, water entering through sidewalks, driveways, foundations, walls, basement or other floors or through doors, windows or any other openings; however you will still be insured if the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached;
17. caused by accidental discharge or overflow of water or steam from within a plumbing, heating, sprinkler or air conditioning system, domestic appliance, waterbed, aquarium, swimming pools or equipment attached and public watermains occurring while your unit is under construction or vacant even if permission for construction or vacancy has been given by us;
18. caused by sudden or accidental bursting, tearing apart, cracking, burning or bulging due to pressure of water or steam, or lack of water or steam, in a plumbing, heating, sprinkler or air conditioning system or appliance for heating water, occurring while your unit is under construction or vacant even if permission for construction or vacancy has been given by us;
19. to an outdoor swimming pool or equipment attached or a public watermain, caused by water escape, rupture or freezing, nor the cost of tearing out or repairing that which must be torn apart before such loss or damage can be repaired;
20. caused by freezing of a plumbing, heating, sprinkler or air conditioning system or domestic appliance unless it happens within a unit heated during the usual heating season and you have not been away from your premises for more than four consecutive days. However, if you had arranged for a competent person to enter your unit daily to ensure that heating was being maintained or if you had shut off the water supply and had drained all the pipes and appliances you would still be insured. If the loss or damage occurs while your unit is under construction or vacant, you would not be insured, even if permission for construction or vacancy has been given by us.

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

### **IMPROVEMENTS AND BETTERMENTS**

If you are a condominium unit owner we also insure improvements and betterments made by you or acquired at your expense, including:

- a. any building, structure or swimming pool on the premises.
- b. materials and supplies on the premises for use in such improvements or betterments.

If you are a condominium unit owner, we will pay for an additional amount up to 100% of the amount of insurance on Coverage C, Personal Property.

### **LOSS ASSESSMENT COVERAGE FOR COMMON ELEMENTS**

If you are a Condominium Unit Owner, we will pay for an additional amount of up to 250% of the amount of insurance on Coverage C Personal Property, of your share of any special assessment if:

- a. the assessment is valid under the Condominium Corporation's governing rules; and
- b. it is made necessary by direct loss to the collectively owned condominium property caused by an Insured Peril in the Condominium Unit Owner's Policy.

We will pay up to \$25,000 for that part of an assessment made necessary by a deductible in the insurance policy of the Condominium Corporation. However, if an assessment is made necessary by an Earthquake Deductible, we will not pay more than \$2,500.

### **CONVICTION REWARD**

We will pay \$1,000 for information which leads to a conviction for arson, theft, robbery or burglary in connection with a fire loss to property insured by this policy. This coverage may increase the amount otherwise applicable. The \$1,000 limit will not be increased regardless of the number of people giving information.

No deductible applies to this coverage.

### **CREDIT CARD, FUND TRANSFER CARD, FORGERY AND COUNTERFEIT MONEY**

***We will pay up to \$1,000 for:***

1. your legal obligation to pay because of theft or unauthorized use of credit cards issued to you or registered in your name;
2. loss caused by theft of your fund transfer cards;
3. loss caused by forgery or alteration of any cheque or negotiable instrument; and
4. loss sustained through acceptance in good faith of counterfeit Canadian or United States paper currency.

***We do not pay for loss:***

- a. unless you have complied with all the conditions under which the cards have been issued;
- b. caused by the use of your cards by a resident of your household or by a person to whom cards have been entrusted.

At our option and expense we may defend any claim against you under (1), (2) and (3).

No deductible applies to this coverage.

### **FIRE DEPARTMENT CHARGES**

We will pay up to \$1,000 or such other amount as may be specified on the Coverage Summary page for your liability for Fire Department charges incurred when a Fire Department is called to save or protect property insured by this policy from an insured peril.

No deductible applies to this coverage.

### **FREEZER FOODS**

We insure foodstuffs up to \$2,000 in all, but only while contained in a food freezer located within the dwelling or detached private structure and only for loss by spoilage caused by an outside power failure or mechanical or electrical breakdown of the freezer unit.

This coverage limit also includes loss or damage to the freezer itself resulting from spoilage of the foods contained within.

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

1. improper or faulty wrapping, packing or handling;
2. inherent vice or natural spoilage;

## IDENTITY FRAUD EXPENSE ENDORSEMENT

Identity Fraud Expense coverage provides coverage against Identity Fraud Expenses you may incur as a result of the fraudulent use of your identity. This coverage is included in your policy as an Additional Coverage at no additional cost. This coverage reimburses you for expenses you incur while dealing with your identity fraud claim up to a 15,000 limit.

The above included limit is a maximum aggregate amount payable in any one insurance contract period regardless of the number of acts of identity fraud claims made or of the number of insureds affected.

### Insuring Agreement

If you hold a policy that qualifies for the Identity Fraud Expense Endorsement, we agree that coverage is extended to include reimbursement of cost you actually incur resulting from Identity Fraud as defined and limited herein.

### Coverage

We reimburse the following costs incurred directly and solely as a result of the fraudulent use of your identity;

- telephone expenses for calls to businesses, law enforcement agencies, financial institutions or similar credit grantors, and credit agencies;
- the loan application fees for re-applying for loan(s) due to the rejection of the original application because the lender received incorrect credit information;
- the reasonable lawyer fees incurred, with prior notice to and approval by us, for:
- your defense against any suit(s) brought against you by businesses or their collection agencies.
- the removal of any criminal or civil judgments wrongly entered against you; or
- any challenge to the information in your consumer credit report.
- the reasonable costs or expenses (including mileage, associated parking costs, taxi cab fees or public transit fees) incurred for notarizing affidavits or similar documents for law enforcement agencies, financial institutions or similar credit grantors, and credit agencies;
- the costs for sending certified mail to law enforcement agencies, financial institutions or similar credit grantors, and credit agencies;
- your loss of earnings by you as a result of time off from work to complete fraud affidavits, meet with law enforcement agencies, credit agencies, merchants, or legal counsel;
- reasonable costs of obtaining up to two credit reports after an Identity Fraud Occurrence has been reported to us, for a period of up to 12 months from the date of the reporting of the occurrence, but not limited by the expiry date of the policy.

### Conditions

**Notice:** The insured must report their Identity Theft to the police authorities immediately after his/her cognizance and the police authorities must open up an inquiry. The police report and the inquiry number must be provided to Portage Mutual.

All costs incurred which are submitted for payment under this endorsement must be directly and solely as a result of the fraudulent use of your credit or identity, and/or the process subsequently required to restore your credit history or to contact merchants, financial institutions, or similar credit grantors and credit agencies relating to the theft of your identity or to a fraud perpetrated against you. Under no circumstances shall Portage Mutual Insurance be required to pay more than the maximum specified limits laid out in this endorsement. The insured is responsible for any excess costs of the lawyer retained by him/her and in such cases the insured is responsible to make an agreement directly with the lawyer and shall remain solely responsible for any costs exceeding the maximum amounts provided in this endorsement.

No deductible applies to this coverage.

### Loss or Damage Not Insured

#### ***We do not insure:***

1. Any losses already covered under the "Credit Card, Forgery and Counterfeit Money" extension under your policy.
2. Any losses covered by credit card insurance, bank/credit union insurance or any other coverage provided to you. Other insurance will be considered primary and this endorsement will apply only after these other coverages or programs have been exhausted;
3. Any losses resulting from your non-compliance with the terms and rules to be adhered to with the issuance of any bank card or credit card including secure storage of PINs(Personal Identification Numbers) and personal information;

#### ***Nor do we insure direct or indirect loss or damage, in whole or in part:***

4. caused by or arising out of your fraudulent, dishonest or criminal acts;
5. caused by or arising out of your business pursuits;
6. caused by or arising out of your own use of your identity;
7. caused by or arising out of your intentional misuse of your identity.

This coverage is subject to all other provisions, conditions, definitions, limitations and exclusions of your policy.

## MASTER KEY/LOCK REPAIR AND REPLACEMENT

We will pay up to \$500 to replace or rekey, at our option, the locks on the insured premises if your keys are stolen, provided the theft is reported to the police or law enforcement agency having jurisdiction at the location of the theft.

No deductible applies to this coverage.

## OUTDOOR TREES, SHRUBS AND PLANTS

You may apply up to 5% in all of the amount of insurance on your personal property to trees, shrubs and plants on your premises. We will not pay more than \$250 for any one tree, shrub or plant. We insure these items against loss caused by fire, lightning, explosion, impact by aircraft or land vehicle, riot, vandalism and malicious acts as described under Insured Perils.

#### ***We do not insure:***

1. Lawns;
2. Cannabis;
3. items grown for commercial purposes;
4. items located on undeveloped portions of your premises or more than 75 meters (250 feet) from the dwelling.

## SWIMMING POOLS DAMAGED BY WEIGHT OF ICE/SNOW/SLEET

We will pay up to \$5,000 (per occurrence) if your swimming pool is damaged by the weight of ice, snow or sleet whether driven by wind or not.

## **BASIS OF CLAIM PAYMENT**

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### **WHEN COVERAGE APPLIES**

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

### **DEDUCTIBLE**

We are responsible only for the amount by which the loss or damage caused by any of the insured perils exceeds the amount of the Deductible shown on the Coverage Summary Page(s) in any one occurrence.

If your claim involves personal property on which the special limits of insurance apply, the limitations apply to the losses exceeding the deductible amount.

### **INSURANCE UNDER MORE THAN ONE POLICY**

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

### **SUBROGATION**

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

### **PERSONAL PROPERTY**

We will pay the Actual Cash Value of the damage up to the applicable amount of insurance.

### **ACTUAL CASH VALUE**

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

### **SPECIAL LIMITS ON PERSONAL PROPERTY**

Special limits of insurance apply to specific classes of Personal Property. These Special Limits may be expressed separately on individual coverages provided in this form or on other policies. These Special Limits are not cumulative and only one per specified class of personal property will be applied to each loss occurrence.

### **OBSOLESCENCE**

We will not pay for increased costs that result when you cannot repair or replace your property because material or parts are unavailable, obsolete or outmoded. We will pay only the cost that would have been required if material or parts were available. We will pay on the basis of the last known cost of materials or parts.

### **LOSS TO A PAIR OR SET**

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

### **LOSS TO PARTS**

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

# TENANTS PACKAGE BROAD FORM – FORM 1003

## NAMED PERILS CONTENTS

### COVERAGE C – PERSONAL PROPERTY

#### *We insure:*

#### 1. Personal Property on Your Premises

We insure the contents of your unit and other personal property you own, wear or use, while on your premises (including in an on-site storage locker), and which is usual to the ownership or maintenance of a dwelling. If you wish, we will include uninsured personal property of others while it is on that portion of your premises which you occupy, but we do not insure property of roomers or boarders who are not related to you.

#### 2. Personal Property Temporarily Away from Your Premises

We insure your personal property which is usually kept throughout the year at your premises for up to 20% of the amount of insurance on your personal property or \$2,000, whichever is greater, while it is temporarily away from your premises anywhere in the world. If you wish, we will include uninsured personal property belonging to others while it is in your possession or belonging to a residence employee traveling for you.

Personal property kept at any other location you own, rent or occupy is not insured unless it is being kept at that or another location due to an insured loss.

Personal property stored in a warehouse is only insured against the peril of theft.

#### 3. Personal Property Damaged by Change of Temperature

We insure your personal property damaged by change of temperature resulting from physical damage to your rented dwelling or unit or equipment by an Insured Peril. This applies only to personal property kept in the rented dwelling or unit.

#### 4. Moving Your Personal Property to Another Home

We insure your personal property that is being moved from the premises shown in the Coverage Summary to another location within Canada which is to be occupied by you as your principal dwelling. The limit of insurance for Personal Property will be divided between the premises, in transit and at the new location on the basis of the percentage of the total value of the property at your premises, in transit and at the new location. This coverage applies only for a period of 30 days from the date you commenced removal or until your policy term ends, whichever occurs first.

#### 5. Personal Property Not Insured

We do not insure loss or damage to motorized vehicles, trailers and aircraft or their equipment (except for motorized wheelchairs, watercraft, motorized lawn mowers, other gardening equipment, snow blowers or motorized scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability). Equipment includes audio, visual, recording or transmitting equipment powered by the electrical system of a motor vehicle or aircraft.

### SPECIAL LIMITS OF INSURANCE

*Coverage for the following types of personal property is subject to Special Limits of Insurance, which are shown below. These limits are the most we will pay for insured loss or damage in any one occurrence.*

1. **Animals:** Animals, birds and fish up to \$1,000 in all and only if they are kept as household pets.
2. **Boats:** Watercraft, their furnishings, equipment, accessories and motors up to \$1,000 in all.
3. **Business Property:** Books, tools and instruments pertaining to a business, profession or occupation for an amount up to \$2,000 in all, only while on your premises. This applies to all items whether used in whole or in part for business, professional or occupational purposes. Other Business property, including samples and goods held for sale, is not insured.
4. **Cannabis and its accessories:** Cannabis, including cannabis plants either for recreational or medicinal use, in all consumable forms and its accessories up to \$500 in all.
5. **Computer Software:** Computer software up to \$1,000 in all. We do not insure the cost of gathering or assembling information or data.
6. **Garden Equipment:** Motorized lawn mowers, other motorized garden equipment, garden tractors and their attachments, or snowblowers, up to \$5,000 in all.
7. **Memorabilia Collections:** Memorabilia collections including sports cards and comic books up to \$2,000 in all.
8. **Money/Bullion:** Money or bullion, gold other than goldware, silver other than silverware and platinum up to \$300 in all.
9. **Personal Property of a Student:** The Personal Property of a student, insured by the policy, up to \$2,500 while at a residence away from home if the student was there at any time during the 45 days before any loss.
10. **Securities:** Securities (bonds, stocks etc.) up to \$2,000 in all.

*The following special limits of insurance apply if the items described below are stolen:*

11. **Jewellery/Furs:** Jewellery, watches, gems, fur garments and garments trimmed with fur, up to \$2,000 in all.
12. **Numismatic Property:** Numismatic Property (such as coin collections and metals) up to \$500 in all.
13. **Philatelic Property:** Manuscripts and philatelic property (such as stamp collections) up to \$500 in all.

### COVERAGE D – ADDITIONAL LIVING EXPENSE

The amount of insurance for Coverage D is the total amount for any one or combination of the following coverages. The periods of time stated below are not limited by the expiration of the policy.

#### 1. Additional Living Expense

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

#### 2. Fair Rental Value

If an Insured Peril makes that part of the rented dwelling, detached private structures or unit rented to others or held for rental by you unfit for occupancy, we insure its Fair Rental Value. Payment shall be for the reasonable time required to repair or replace that part of the rented dwelling, detached private structures or unit rented or held for rental. Fair Rental Value shall not include any expense that does not continue while that part of the rented dwelling, detached private structure or unit rented or held for rental is unfit for occupancy.

If a civil authority prohibits access to your rented dwelling or unit as a direct result of damage to neighboring premises by an Insured Peril under this form, we insure any resulting Additional Living Expense and Fair Rental Value loss for a period not exceeding two weeks.

We do not insure the cancellation of a lease or agreement.

## INSURED PERILS

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You are insured against direct loss or damage caused by the following perils as described and limited:

1. **Fire or Lightning.**
2. **Explosion:** This peril does not include water hammer.
3. **Smoke:** This peril means smoke due to a sudden, unusual or faulty operation of any heating or cooking unit in or on the premises.
4. **Falling Object:** This peril means a falling object which strikes the exterior of a building but not objects which strike the building because of snowslide, landslide or other earth movement.
5. **Impact by Aircraft, Spacecraft or Land Vehicle:** Animals are not insured under this peril.
6. **Riot or Civil Commotion.**
7. **Vandalism or Malicious Acts:** This peril does not include loss or damage:
  - a. occurring while the building is under construction or vacant even if permission for construction or vacancy has been given by us;
  - b. caused by you;
  - c. caused by theft or attempted theft.
8. **Water Escape, Rupture, Freezing:** This peril means:
  - a. accidental discharge or overflow of water or steam from within a plumbing, heating, interior sprinkler or air conditioning system, domestic appliance, swimming pool or equipment attached and public watermains;
  - b. sudden or accidental bursting, tearing apart, cracking, burning or bulging due to pressure of water or steam, or lack of water or steam, in a plumbing, heating, interior sprinkler or air conditioning system or appliance for heating water;
  - c. freezing of any part of a plumbing, heating, sprinkler or air conditioning system or domestic appliance within a building heated during the usual heating season;
  - d. accidental discharge or overflow of water from a waterbed or aquarium.

This peril does not include damage:

  - e. caused by continuous or repeated seepage or leakage;
  - f. caused by backing up or escape of water from a sewer;
  - g. caused by flood or overland water;
  - h. to an appliance caused by rust or corrosion;
  - i. occurring while the building is under construction or vacant even if we have given permission for construction or vacancy.
9. **Windstorm or Hail:** This peril does not include loss or damage to your personal property or improvements and betterments within a building caused by windstorm, hail or coincidental rain damage, unless the storm first creates an opening in the building. Any watercraft you own are insured up to \$1,000, if they were inside a fully enclosed building at the time of loss. Canoes and rowboats are insured while in the open. This peril does not include damage due to weight or pressure or melting of ice or snow, waves, floods whether driven by wind or not.
10. **Transportation:** This peril means loss or damage caused by collision, upset, overturn, derailment, stranding or sinking of any automobile or attached trailer in which the property is being carried. This would also apply to any conveyance of a common carrier. This peril means loss or damage to your personal property while it is temporarily removed from your premises.

This peril does not include loss or damage to:

  - a. property in a vacation or home trailer which you own;
  - b. any watercraft, their furnishings, equipment or motors.
11. **Theft, Including Damage Caused by Attempted Theft:** This peril does not include loss or damage:
  - a. which happens at any other premises which you own, rent or occupy, except while you are temporarily living there;
  - b. caused by any tenant, employee or member of the tenant's household if the part of the dwelling containing the property insured normally occupied by you is rented to others;
  - c. of animals, birds or fish.
12. **Weight of Ice, Snow or Sleet:** This peril means the weight of ice, snow or sleet which causes damage to property contained in the building.
13. **Collapse of a Building or Any Part of a Building:** This peril does not include settling, cracking, shrinking, bulging, expansion or the falling of ceiling or wall plaster.
14. **Sudden and Accidental Damage From Artificially Generated Electrical Current:** This peril does not include loss to a tube, transistor or similar electronic components.
15. **Fuel Leakage:** This peril means the sudden and accidental escape of fuel from a permanently installed domestic fuel tank. (including any attached equipment, apparatus or piping).
16. **Glass Breakage:** This peril means breakage of glass which is part of your improvements on your premises including glass in storm windows and doors.

## LOSS OR DAMAGE NOT INSURED

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### ***We do not insure:***

1. property illegally imported, acquired, kept, stored or transported;
2. books of account and evidences of debt or title;
3. any property lawfully seized or confiscated unless such property is destroyed to prevent spread of fire;
4. losses or increased costs of repair due to the operation of any law regulating the zoning, demolition, repair or construction of buildings and their related services;
5. property at any fairground, exhibition or exposition for the purpose of exhibition.

### ***We do not insure loss or damage:***

6. caused directly or indirectly from the cultivating, harvesting, processing, manufacturing, distribution or sale of any drug or narcotic or illegal substance; this includes any alterations to the premises to facilitate such activity. This exclusion applies regardless of the amount of substance or product, and with or without the knowledge of the Insured however, any dwelling or detached private structure with a total of four or less cannabis plants being grown legally for personal recreational use by the occupying insured or tenant, and this action is allowed by both Federal and Provincial law, those cannabis plants are not considered a drug, narcotic or illegal substance.
7. occurring after your dwelling has, to your knowledge, been vacant for more than 30 days;
8. caused by any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
9. caused by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
10. resulting from any intentional or criminal act or failure to act by:
  - a. any person insured by this policy; or
  - b. any other person at the direction of any person insured by this policy;

11. to personal property undergoing any process, including a process involving the application of heat, or while being worked on, where the damage results from such process or work, but resulting damage to other property is insured;
12. caused by continuous or repeated seepage or leakage of water or steam from within a plumbing, heating, sprinkler or air conditioning system or domestic appliance;
13. caused by theft or attempted theft of property in or from a dwelling under construction or of materials and supplies for use in the construction until the dwelling is completed and ready to be occupied;
14. caused by vandalism or malicious acts or glass breakage occurring while your dwelling is under construction or vacant even if permission for construction or vacancy has been given by us;
15. caused by rupture or bursting, backing up or escape of water from a sewer or drain, sump, septic tank, eaves trough or downspout, unless the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached;
16. caused by accidental discharge or overflow of water or steam from within a plumbing, heating, sprinkler or air conditioning system, domestic appliance, swimming pools or equipment attached and public watermain occurring while your dwelling is under construction or vacant even if permission for construction or vacancy has been given by us;
17. caused by sudden or accidental bursting, tearing apart, cracking, burning or bulging due to pressure of water or steam, or lack of water or steam, in a plumbing, heating, sprinkler or air conditioning system or appliance for heating water, occurring while your dwelling is under construction or vacant even if permission for construction or vacancy has been given by us;
18. caused by freezing of a plumbing, heating, sprinkler or air conditioning system or domestic appliance unless it happens within a building heated during the usual heating season and you have not been away from your premises for more than four consecutive days; however you will still be insured if:
  - a. you had arranged for a competent person to enter your dwelling daily to ensure that heating was being maintained; or
  - b. you had shut off the water supply and had drained all the pipes and appliances; or
  - c. you have a 24 hour a day monitored building temperature alarm installed and maintained. (Any disconnection of the alarm or cancellation of the monitoring service will void this provision)

If the loss or damage occurs while your building is under construction or vacant, you would not be insured, even if permission for construction or vacancy has been given by us;

19. caused by artificially generated electric current, including electric arcing, that disturbs any tubes, transistors or similar electronic components. If loss by fire results, we will pay only for the resulting loss or damage;
20. caused by snowslide, earthquake, landslide or any other earth movement. If any of these results in fire or explosion, we will pay only the resulting loss or damage.
21. caused by the entrance of water through any roof unless:
  - a. through an aperture concurrently and directly caused by a peril not otherwise excluded; or
  - b. due to the accumulation of ice or snow on the exterior of the roof or eaves trough.
22. caused by domestic animals and/or pets of any kind:
  - a. owned by you;
  - b. in your care, custody or control;
  - c. owned by or in the care, custody or control of anyone residing in your dwelling
23. caused directly or indirectly, in whole or in part, by Terrorism or by any activity or decision of a government, 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.

## **ADDITIONAL COVERAGES**

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The following coverages are included under the Tenants Package Broad Form 1003:

### **CONVICTION REWARD**

We will pay \$1,000 for information which leads to a conviction for arson, theft, robbery or burglary in connection with a fire loss to property insured by this policy. This coverage may increase the amount otherwise applicable. The \$1,000 limit will not be increased regardless of the number of people giving information.

No deductible applies to this coverage.

### **CREDIT CARD, FUND TRANSFER CARD, FORGERY AND COUNTERFEIT MONEY**

*We will pay up to \$1,000 for:*

1. your legal obligation to pay because of theft or unauthorized use of credit cards issued to you or registered in your name;
2. loss caused by theft of your fund transfer cards;
3. loss caused by forgery or alteration of any cheque or negotiable instrument; and
4. loss sustained through acceptance in good faith of counterfeit Canadian or United States paper currency.

*We do not pay for loss:*

- a. unless you have complied with all the conditions under which the cards have been issued;
- b. caused by the use of your cards by a resident of your household or by a person to whom cards have been entrusted.

At our option and expense we may defend any claim against you under (1), (2) and (3).

No deductible applies to this coverage.

### **DAMAGE TO DWELLING**

If you are a tenant, you may apply up to \$500 of your Personal Property insurance to pay for damage, not including fire damage:

1. to the dwelling directly caused by theft or attempted theft;
2. to the interior of the dwelling directly caused by vandalism or malicious acts.

### **FIRE DEPARTMENT CHARGES**

We will pay up to \$1,000, or such other amount as may be specified on the Coverage Summary page for your liability for Fire Department charges incurred when a Fire Department is called to save or protect property insured by this policy from an insured peril.

No deductible applies to this coverage.

## **FREEZER FOODS**

We insure foodstuffs up to \$2,000 in all, but only while contained in a food freezer located within the dwelling or detached private structure and only for loss by spoilage caused by an outside power failure or mechanical or electrical breakdown of the freezer unit.

This coverage limit also includes loss or damage to the freezer itself resulting from spoilage of the foods contained within.

### ***We do not insure loss or damage caused by:***

1. improper or faulty wrapping, packing or handling;
2. inherent vice or natural spoilage;

## **IDENTITY FRAUD EXPENSE ENDORSEMENT**

Identity Fraud Expense coverage provides coverage against Identity Fraud Expenses you may incur as a result of the fraudulent use of your identity. This coverage is included in your policy as an Additional Coverage at no additional cost. This coverage reimburses you for expenses you incur while dealing with your identity fraud claim up to a 15,000 limit.

The above included limit is a maximum aggregate amount payable in any one insurance contract period regardless of the number of acts of identity fraud claims made or of the number of insureds affected.

### **Insuring Agreement**

If you hold a policy that qualifies for the Identity Fraud Expense Endorsement, we agree that coverage is extended to include reimbursement of cost you actually incur resulting from Identity Fraud as defined and limited herein.

### **Coverage**

We reimburse the following costs incurred directly and solely as a result of the fraudulent use of your identity;

- telephone expenses for calls to businesses, law enforcement agencies, financial institutions or similar credit grantors, and credit agencies;
- the loan application fees for re-applying for loan(s) due to the rejection of the original application because the lender received incorrect credit information;
- the reasonable lawyer fees incurred, with prior notice to and approval by us, for:
- your defense against any suit(s) brought against you by businesses or their collection agencies.
- the removal of any criminal or civil judgments wrongly entered against you; or
- any challenge to the information in your consumer credit report.
- the reasonable costs or expenses (including mileage, associated parking costs, taxi cab fees or public transit fees) incurred for notarizing affidavits or similar documents for law enforcement agencies, financial institutions or similar credit grantors, and credit agencies;
- the costs for sending certified mail to law enforcement agencies, financial institutions or similar credit grantors, and credit agencies;
- your loss of earnings by you as a result of time off from work to complete fraud affidavits, meet with law enforcement agencies, credit agencies, merchants, or legal counsel;
- reasonable costs of obtaining up to two credit reports after an Identity Fraud Occurrence has been reported to us, for a period of up to 12 months from the date of the reporting of the occurrence, but not limited by the expiry date of the policy.

### **Conditions**

**Notice:** The insured must report their Identity Theft to the police authorities immediately after his/her cognizance and the police authorities must open up an inquiry. The police report and the inquiry number must be provided to Portage Mutual.

All costs incurred which are submitted for payment under this endorsement must be directly and solely as a result of the fraudulent use of your credit or identity, and/or the process subsequently required to restore your credit history or to contact merchants, financial institutions, or similar credit grantors and credit agencies relating to the theft of your identity or to a fraud perpetrated against you. Under no circumstances shall Portage Mutual Insurance be required to pay more than the maximum specified limits laid out in this endorsement. The insured is responsible for any excess costs of the lawyer retained by him/her and in such cases the insured is responsible to make an agreement directly with the lawyer and shall remain solely responsible for any costs exceeding the maximum amounts provided in this endorsement.

No deductible applies to this coverage.

### **Loss or Damage Not Insured**

#### ***We do not insure:***

1. Any losses already covered under the "Credit Card, Forgery and Counterfeit Money" extension under your policy.
2. Any losses covered by credit card insurance, bank/credit union insurance or any other coverage provided to you. Other insurance will be considered primary and this endorsement will apply only after these other coverages or programs have been exhausted;
3. Any losses resulting from your non-compliance with the terms and rules to be adhered to with the issuance of any bank card or credit card including secure storage of PINS(Personal Identification Numbers) and personal information;

#### ***Nor do we insure direct or indirect loss or damage, in whole or in part:***

4. caused by or arising out of your fraudulent, dishonest or criminal acts;
5. caused by or arising out of your business pursuits;
6. caused by or arising out of your own use of your identity;
7. caused by or arising out of your intentional misuse of your identity.

This coverage is subject to all other provisions, conditions, definitions, limitations and exclusions of your policy.

## **MASTER KEY/LOCK REPAIR AND REPLACEMENT:**

We will pay up to \$500 to replace or rekey, at our option, the locks on the insured premises if your keys are stolen, provided the theft is reported to the police or law enforcement agency having jurisdiction at the location of the theft.

No deductible applies to this coverage.

## **TENANTS IMPROVEMENTS AND BETTERMENTS**

If you are a tenant we also insure improvements and betterments made by you or acquired at your expense, including:

1. any building, structure or swimming pool on the premises.
2. materials and supplies on the premises for use in such improvements or betterments.

If you are a tenant, payment under this coverage reduces the Coverage C amount of insurance by the sum paid.



## **BASIS OF CLAIM PAYMENT**

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### **WHEN COVERAGE APPLIES**

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

### **DEDUCTIBLE**

We are responsible only for the amount by which the loss or damage caused by any of the insured perils exceeds the amount of the Deductible shown on the Coverage Summary Page(s) in any one occurrence.

If your claim involves personal property on which the special limits of insurance apply, the limitations apply to the losses exceeding the deductible amount.

### **INSURANCE UNDER MORE THAN ONE POLICY**

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

### **SUBROGATION**

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

### **PERSONAL PROPERTY**

We will pay the Actual Cash Value of the damage up to the applicable amount of insurance.

### **ACTUAL CASH VALUE**

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

### **SPECIAL LIMITS ON PERSONAL PROPERTY**

Special limits of insurance apply to specific classes of Personal Property. These Special Limits may be expressed separately on individual coverages provided in this form or on other policies. These Special Limits are not cumulative and only one per specified class of personal property will be applied to each loss occurrence.

### **IMPROVEMENTS AND BETTERMENTS**

If you are a tenant, and within a reasonable time after damage, you replace or repair loss or damage to your improvements or betterments with materials of similar quality, we will pay the actual cost of repairs or replacement (whichever is less) without deduction for depreciation.

If loss or damage is not replaced or repaired within a reasonable time, we will pay the Actual Cash Value of the loss or damage at the date of the occurrence.

### **OBSOLESCENCE**

We will not pay for increased costs that result when you cannot repair or replace your property because material or parts are unavailable, obsolete or outmoded. We will pay only the cost that would have been required if material or parts were available. We will pay on the basis of the last known cost of materials or parts.

### **LOSS TO A PAIR OR SET**

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

### **LOSS TO PARTS**

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

# HOMEOWNERS ESSENTIALS COMPREHENSIVE FORM – FORM 1022

## ALL PERILS BUILDING(S) AND CONTENTS

### COVERAGE A – DWELLING BUILDING

**We insure:**

1. The dwelling and attached structures.
2. Permanently installed outdoor equipment on the premises, including fences within 75 meters (250 ft.) of the dwelling building, used principally for the service of the dwelling.
3. Outdoor swimming pool and attached equipment on the premises.
4. Materials and supplies located on or adjacent to the premises intended for use in construction, alteration or repair of your dwelling or private structures on the premises, other than private structures to be used in whole or in part for business or agricultural purposes. We insure against the peril of theft only when your dwelling is completed and occupied.

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

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

### COVERAGE B – DETACHED PRIVATE STRUCTURES

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

If you have more than one detached structure, the amount of insurance will be divided in the proportions that the value of each structure has to the value of all such structures at the time of loss.

We do not insure private structures used in whole or in part or designed for residential, business or agricultural purposes whether occupied, unoccupied or vacant regardless of their current use unless otherwise endorsed in this form. We do not insure detached buildings or structures where the wall(s) or roof construction consists of tarp, polyethylene or similar covering.

### COVERAGE C – PERSONAL PROPERTY

**We insure:**

**1. Personal Property on Your Premises**

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

**2. Personal Property Temporarily Away from Your Premises**

We insure your personal property which is usually kept throughout the year at your premises while it is temporarily away from your premises anywhere in the world. However, personal property kept at any other location you own, rent or occupy is not insured. If you wish, we will include uninsured personal property belonging to others while it is in your possession or belonging to a residence employee traveling for you.

Personal property kept at any other location you own, rent or occupy is not insured unless it is being kept at that or another location due to an insured loss.

Personal property stored in a warehouse is only insured for thirty (30) days unless the loss or damage is caused by theft. To extend cover in storage for a further period we must be notified in writing and endorse your policy as required.

**3. Personal Property Damaged by Change of Temperature**

We insure your personal property damaged by change of temperature resulting from physical damage to your dwelling or equipment by an Insured Peril. This applies only to personal property kept in the dwelling.

**4. Moving Your Personal Property to Another Home**

We insure your personal property that is being moved from the premises shown in the Coverage Summary to another location within Canada which is to be occupied by you as your principal dwelling. The limit of insurance for Personal Property will be divided between the premises, in transit and at the new location on the basis of the percentage of the total value of the property at your premises, in transit and at the new location. This coverage applies only for a period of 30 days from the date you commenced removal or until your policy term ends, whichever occurs first.

**5. Personal Property Not Insured**

We do not insure loss or damage to motorized vehicles, trailers and aircraft or their equipment (except for motorized wheelchairs, watercraft, motorized lawn mowers, other gardening equipment, snow blowers or motorized scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability). Equipment includes audio, visual, recording or transmitting equipment powered by the electrical system of a motor vehicle or aircraft.

### SPECIAL LIMITS OF INSURANCE

**Coverage for the following types of personal property is subject to Special Limits of Insurance, which are shown below. These limits are the most we will pay for insured loss or damage in any one occurrence.**

1. **Animals:** Animals, birds and fish up to \$1,000 in all and only if they are kept as household pets.
2. **Boats:** Watercraft, their furnishings, equipment, accessories and motors up to \$1,000 in all.
3. **Business Property:** Books, tools and instruments pertaining to a business, profession or occupation for an amount up to \$2,000 in all, only while on your premises. This applies to all items whether used in whole or in part for business, professional or occupational purposes. Other Business property, including samples and goods held for sale, is not insured.
4. **Cannabis and its accessories:** Cannabis, including cannabis plants either for recreational or medicinal use, in all consumable forms and its accessories up to \$500 in all.
5. **Computer Software:** Computer software up to \$1,000 in all. We do not insure the cost of gathering or assembling information or data.
6. **Garden Equipment:** Motorized lawn mowers, other motorized garden equipment, garden tractors and their attachments, or snowblowers, up to \$5,000 in all.
7. **Memorabilia Collections:** Memorabilia collections including sports cards and comic books up to \$2,000 in all.

8. **Money/Bullion:** Money or bullion, gold other than goldware, silver other than silverware and platinum up to \$500 in all
9. **Personal Property of a Student:** The Personal Property of a student, insured by the policy, up to \$2,500 while at a residence away from home if the student was there at any time during the 45 days before any loss.
10. **Securities:** Securities (bonds, stocks etc.) up to \$2,000 in all

**The following special limits of insurance do not apply to any claim caused by a Specified Peril:**

11. **Jewellery/Furs:** Jewellery, watches, gems, fur garments and garments trimmed with fur, up to \$2,000 in all
12. **Numismatic Property:** Numismatic Property (such as coin collections and metals) up to \$500 in all
13. **Philatelic Property:** Manuscripts and philatelic property (such as stamp collections) up to \$500 in all

## SPECIFIED PERILS

**Subject to the exclusions and conditions in this policy, Specified Perils means:**

1. fire;
2. lightning;
3. explosion;
4. smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the premises;
5. falling object which strikes the exterior of the building;
6. impact by aircraft or land vehicle;
7. riot;
8. vandalism or malicious acts, not including loss or damage caused by theft or attempted theft;
9. freezing of any part of a plumbing, heating, interior sprinkler or air conditioning system or domestic appliance;
10. rupture of a heating, plumbing, interior sprinkler or air conditioning system or escape of water from such a system, or from a swimming pool or equipment attached, or from a public watermain;
11. windstorm or hail;
12. transportation meaning loss or damage caused by collision, upset, overturn, derailment, stranding or sinking of any automobile or attached trailer in which the insured property is being carried. This would also apply to any conveyance of a common carrier, but does not include loss or damage to property in a vacation or home trailer which you own;
13. weight of ice, snow or sleet;
14. collapse of a building or any part of a building;
15. sudden and accidental damage from artificially generated electrical current.

## COVERAGE D – ADDITIONAL LIVING EXPENSE

The amount of insurance for Coverage D is the total amount for any one or combination of the following coverages. The periods of time stated below are not limited by the expiration of the policy.

### 1. Additional Living Expense

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

### 2. Fair Rental Value

If an Insured Peril makes that part of the dwelling or detached private structures rented to others or held for rental by you unfit for occupancy, we insure its Fair Rental Value. Payment shall be for the reasonable time required to repair or replace that part of the dwelling or detached private structures rented or held for rental. Fair Rental Value shall not include any expense that does not continue while that part of the dwelling or detached private structure rented or held for rental is unfit for occupancy.

If a civil authority prohibits access to your dwelling as a direct result of damage to neighboring premises by an Insured Peril under this form, we insure any resulting Additional Living Expense and Fair Rental Value loss for a period not exceeding two weeks.

We do not insure the cancellation of a lease or agreement.

## INSURED PERILS

You are insured against all risks of direct physical loss or damage subject to the exclusions and conditions in this form.

**We do not insure:**

1. buildings or structures used in whole or in part for any business or agricultural purpose unless declared on the Coverage Summary page;
2. sporting equipment where loss or damage is due to its use;
3. contact lenses unless the loss or damage is caused by a Specified Peril, accident to a land vehicle, watercraft or aircraft, theft or attempted theft;
4. animals, birds, or fish unless loss or damage is caused by a Specified Peril other than impact by aircraft or land vehicle;
5. property at any fairground, exhibition or exposition for the purpose of exhibition;
6. any property illegally acquired, kept, imported, stored or transported;
7. books of account and evidences of debt or title;
8. any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
9. losses or increased costs of repair due to operation of any law regulating the zoning, demolition, repair or construction of buildings and their related services;
10. marring or scratching of any property or breakage of eyeglasses, glassware, statuary, marbles, bric-a-brac, chinaware, porcelains or any other fragile or brittle articles unless caused by a Specified Peril, accident to a land vehicle, watercraft or aircraft, or theft or attempted theft;
11. loss or damage resulting from wear and tear, deterioration, defect or mechanical breakdown, rust or corrosion, extremes of temperature, condensation, wet or dry rot or mould, and contamination;
12. the cost of making good faulty material or workmanship;
13. settling, expansion, contraction, moving, bulging, buckling, cracking or the falling of ceiling or wall plaster except resulting damage to building glass;
14. lawns, driveways or items grown for commercial purposes;
15. outdoor trees, shrubs and plants except as shown under Additional Coverages;

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

16. caused directly or indirectly from the cultivating, harvesting, processing, manufacturing, distribution or sale of any drug or narcotic or illegal substance; this includes any alterations to the premises to facilitate such activity. This exclusion applies regardless of the amount of substance or product, and with or without the knowledge of the Insured however, any dwelling or detached private structure with a total of four or less cannabis plants being grown legally for personal recreational use by the occupying insured or tenant, and this action is allowed by both Federal and Provincial law, those cannabis plants are not considered a drug, narcotic or illegal substance.
17. occurring after your dwelling has, to your knowledge, been vacant for more than 30 days;
18. caused by any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
19. caused by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
20. resulting from any intentional or criminal act or failure to act by:
  - a. any person insured by this policy; or
  - b. any other person at the direction of any person insured by this policy;
21. to personal property undergoing any process or while being worked on, where the damage results from such process or work, but resulting damage to other property is insured;
22. caused by artificially generated electric current, including electric arcing, that disturbs any tubes, transistors or similar electronic components. If loss by fire results, we will pay only for the resulting loss or damage;
23. caused by continuous or repeated seepage or leakage of water or steam from within a plumbing, heating, sprinkler or air conditioning system or domestic appliance;
24. caused by birds, vermin (as defined herein), rodents or insects, except resulting damage to building glass;
25. caused by smoke caused by agricultural smudging or industrial operations;
26. caused by snowslide, earthquake, landslide or any other earth movement. If any of these results in fire or explosion, we will pay only for the resulting loss or damage;
27. caused by theft or attempted theft of property in or from a dwelling under construction or of materials and supplies for use in the construction until the dwelling is completed and occupied;
28. caused by theft or attempted theft by any tenant, members of a tenant's household or employees of the tenant. "Tenant" includes any person who has your permission to occupy your dwelling or any part of it;
29. to satellite receivers greater than 36" in diameter, and their attachments caused by windstorm or hail, weight of ice, snow or sleet, or collapse;
30. caused by vandalism or malicious acts or glass breakage occurring while your dwelling is under construction or vacant even if permission for construction or vacancy has been given by us;
31. caused by flood, overland water, surface water, spray, ice or water-borne objects, all whether driven by wind or not, unless the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached;
32. caused by rupture or bursting, backing up or escape of water from a sewer or drain, sump, septic tank, eaves trough or downspout, unless the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached;
33. caused by seepage or leakage of water. This includes, but is not limited to, water entering through sidewalks, driveways, foundations, walls, basement or other floors or through doors, windows or any other openings; however you will still be insured if the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached;
34. caused by accidental discharge or overflow of water or steam from within a plumbing, heating, sprinkler or air conditioning system, domestic appliance, waterbed, aquarium, swimming pools or equipment attached and public watermains occurring while your dwelling is under construction or vacant even if permission for construction or vacancy has been given by us;
35. caused by sudden or accidental bursting, tearing apart, cracking, burning or bulging due to pressure of water or steam, or lack of water or steam, in a plumbing, heating, sprinkler or air conditioning system or appliance for heating water, occurring while your dwelling is under construction or vacant even if permission for construction or vacancy has been given by us;
36. to an outdoor swimming pool, outdoor hot tub or similar installation or equipment attached or a public watermain, caused by water escape, rupture or freezing;
37. caused by freezing of a plumbing, heating, sprinkler or air conditioning system or domestic appliance unless it happens within a building heated during the usual heating season and you have not been away from your premises for more than four consecutive days; however you will still be insured if:
  - a. you had arranged for a competent person to enter your dwelling daily to ensure that heating was being maintained; or
  - b. you had shut off the water supply and had drained all the pipes and appliances; or
  - c. you have a 24 hour a day monitored building temperature alarm installed and maintained. (Any disconnection of the alarm or cancellation of the monitoring service will void this provision)If the loss or damage occurs while your building is under construction or vacant, you would not be insured, even if permission for construction or vacancy has been given by us;
38. caused by or resulting from freezing, thawing, or pressure or weight of water, ice, snow or sleet, whether driven by wind or not, to any fence, patio, pavement, swimming pool or attached equipment, public water main, foundation, retaining wall, bulkhead, pier, wharf or dock.
39. caused by the entrance of water through any roof unless:
  - a. through an aperture concurrently and directly caused by a peril not otherwise excluded; or
  - b. due to the accumulation of ice or snow on the exterior of the roof or eaves trough.
40. caused by domestic animals and/or pets of any kind:
  - a. owned by you;
  - b. in your care, custody or control;
  - c. owned by or in the care, custody or control of anyone residing in your dwelling
41. caused directly or indirectly, in whole or in part, by Terrorism or by any activity or decision of a government, 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.

## **ADDITIONAL COVERAGES**

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The following coverages are included under the Homeowners Essentials Comprehensive Form 1022:

### **SINGLE INCLUSIVE LIMIT**

Subject to the conditions below, the Homeowners Essentials Comprehensive Form package includes a Single Inclusive Coverage Limit under Section 1. This limit may be applied to any insured loss or damage to the property insured in this section of your policy, except for personal property under Coverage C which are subject to Special Limits of Insurance. The single amount of insurance is the sum of the amounts shown on the Coverage Summary page for; A: Dwelling Building, B: Detached Private Structures, C: Personal Property, and D: Additional Living Expense and is the maximum amount we will pay for insured loss or damage in any one occurrence, unless stated otherwise.

If the amount of coverage is inadequate to satisfy your loss for any of Coverages A, B, C, or D, you may apply the unused amounts of insurance remaining under these separate limits to make up for any shortfall under an exhausted one and until the total Single Limit amount of insurance has been exhausted.

Where a building insured under Coverage A: Dwelling Building is endorsed with Guaranteed Replacement cost and the amount payable for your dwelling exceeds the Coverage A limit shown on the Coverage Summary Page, this additional amount required to rebuild the building will not affect the remaining combined limit of Coverages B, C, and D. If Guaranteed Replacement Cost (Building) is not indicated on the Coverage Summary Page and a total loss has occurred, the Single Limit Amount will be the maximum amount of coverage to settle a claim for any loss covered in Section 1 for any of the affected Coverages A, B, C, or D.

### Conditions

1. This extension applies only to the building occupied by you as a principal residence.
2. You will maintain insurance on your building to 100% of its replacement cost based on your having presented an accurate description of your building at the time of application.
3. You will advise us within 30 days of any work performed on your building which increases the estimated replacement cost of your building by \$10,000. or more.
4. If any law, by-law or zoning regulation prohibits the repair or replacement of the damaged or destroyed building with similar materials or the replacement by a building of similar size, we will pay the Actual Cash Value of the damage up to the applicable amount of insurance stated on the Coverage Summary page.
5. You will repair, rebuild or replace the building on the same location, with building(s) of the same occupancy constructed with material of similar quality.

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

### CONVICTION REWARD

We will pay \$1,000 for information which leads to a conviction for arson, theft, robbery or burglary in connection with a fire loss to property insured by this policy. This coverage may increase the amount otherwise applicable. The \$1,000 limit will not be increased regardless of the number of people giving information.

No deductible applies to this coverage.

### CREDIT CARD, FUND TRANSFER CARD, FORGERY AND COUNTERFEIT MONEY

*We will pay up to \$1,000 for:*

1. your legal obligation to pay because of theft or unauthorized use of credit cards issued to you or registered in your name;
2. loss caused by theft of your fund transfer cards;
3. loss caused by forgery or alteration of any cheque or negotiable instrument; and
4. loss sustained through acceptance in good faith of counterfeit Canadian or United States paper currency.

*We do not pay for loss:*

- a. unless you have complied with all the conditions under which the cards have been issued;
- b. caused by the use of your cards by a resident of your household or by a person to whom cards have been entrusted.

At our option and expense we may defend any claim against you under (1), (2) and (3).

No deductible applies to this coverage.

### DEBRIS REMOVAL

The single amount of insurance includes the cost of removing debris caused by loss or damage to property insured by this policy as a result of an Insured Peril. However, when the amount payable for loss or damage to property equals the single amount of insurance, we will pay up to an additional 5% of the single amount for debris removal expenses provided that the replacement of the building(s) takes place on the same site. If you must remove insured property from your premises to protect it from loss or damage, it is insured by this form for 30 days or until your policy term ends — whichever occurs first. The amount of insurance will be divided in the proportions that the value of the property removed bears to the value of all property at the time of loss.

### FIRE DEPARTMENT CHARGES

We will pay up to \$1,000. or such other amount as may be specified on the Coverage Summary page for your liability for Fire Department charges incurred when a Fire Department is called to save or protect property insured by this policy from an insured peril.

No deductible applies to this coverage.

### FREEZER FOODS

We insure foodstuffs up to \$2,000 in all, but only while contained in a food freezer located within the dwelling or detached private structure and only for loss by spoilage caused by an outside power failure or mechanical or electrical breakdown of the freezer unit.

This coverage limit also includes loss or damage to the freezer itself resulting from spoilage of the foods contained within.

We do not insure loss or damage caused by:

1. improper or faulty wrapping, packing or handling;
2. inherent vice or natural spoilage;

### IDENTITY FRAUD EXPENSE ENDORSEMENT

Identity Fraud Expense coverage provides coverage against Identity Fraud Expenses you may incur as a result of the fraudulent use of your identity. This coverage is included in your policy as an Additional Coverage at no additional cost. This coverage reimburses you for expenses you incur while dealing with your identity fraud claim up to a 15,000 limit.

The above included limit is a maximum aggregate amount payable in any one insurance contract period regardless of the number of acts of identity fraud claims made or of the number of insureds affected.

### Insuring Agreement

If you hold a policy that qualifies for the Identity Fraud Expense Endorsement, we agree that coverage is extended to include reimbursement of cost you actually incur resulting from Identity Fraud as defined and limited herein.

### Coverage

We reimburse the following costs incurred directly and solely as a result of the fraudulent use of your identity;

- telephone expenses for calls to businesses, law enforcement agencies, financial institutions or similar credit grantors, and credit agencies;
- the loan application fees for re-applying for loan(s) due to the rejection of the original application because the lender received incorrect credit information;
- the reasonable lawyer fees incurred, with prior notice to and approval by us, for:
- your defense against any suit(s) brought against you by businesses or their collection agencies.
- the removal of any criminal or civil judgments wrongly entered against you; or

- any challenge to the information in your consumer credit report.
- the reasonable costs or expenses (including mileage, associated parking costs, taxi cab fees or public transit fees) incurred for notarizing affidavits or similar documents for law enforcement agencies, financial institutions or similar credit grantors, and credit agencies;
- the costs for sending certified mail to law enforcement agencies, financial institutions or similar credit grantors, and credit agencies;
- your loss of earnings by you as a result of time off from work to complete fraud affidavits, meet with law enforcement agencies, credit agencies, merchants, or legal counsel;
- reasonable costs of obtaining up to two credit reports after an Identity Fraud Occurrence has been reported to us, for a period of up to 12 months from the date of the reporting of the occurrence, but not limited by the expiry date of the policy.

## Conditions

**Notice:** The insured must report their Identity Theft to the police authorities immediately after his/her cognizance and the police authorities must open up an inquiry. The police report and the inquiry number must be provided to Portage Mutual.

All costs incurred which are submitted for payment under this endorsement must be directly and solely as a result of the fraudulent use of your credit or identity, and/or the process subsequently required to restore your credit history or to contact merchants, financial institutions, or similar credit grantors and credit agencies relating to the theft of your identity or to a fraud perpetrated against you. Under no circumstances shall Portage Mutual Insurance be required to pay more than the maximum specified limits laid out in this endorsement.

The insured is responsible for any excess costs of the lawyer retained by him/her and in such cases the insured is responsible to make an agreement directly with the lawyer and shall remain solely responsible for any costs exceeding the maximum amounts provided in this endorsement.

No deductible applies to this coverage.

## Loss or Damage Not Insured

### ***We do not insure:***

1. Any losses already covered under the "Credit Card, Forgery and Counterfeit Money" extension under your policy.
2. Any losses covered by credit card insurance, bank/credit union insurance or any other coverage provided to you. Other insurance will be considered primary and this endorsement will apply only after these other coverages or programs have been exhausted;
3. Any losses resulting from your non-compliance with the terms and rules to be adhered to with the issuance of any bank card or credit card including secure storage of PINs(Personal Identification Numbers) and personal information;

### ***Nor do we insure direct or indirect loss or damage, in whole or in part:***

4. caused by or arising out of your fraudulent, dishonest or criminal acts;
5. caused by or arising out of your business pursuits;
6. caused by or arising out of your own use of your identity;
7. caused by or arising out of your intentional misuse of your identity.

This coverage is subject to all other provisions, conditions, definitions, limitations and exclusions of your policy.

## INFLATION ENDORSEMENT

During the term of this policy, we will automatically increase the limit of insurance on your Dwelling Building in the following manner:

By an amount up to but not exceeding

- 1% — 3 months after the current effective date
- 2% — 5 months after the current effective date
- 3% — 7 months after the current effective date
- 4% — 9 months after the current effective date

We will also automatically increase the limit of insurance on your Detached Private Structure, Unscheduled Personal Property and Additional Living Expense by the same proportion. On renewal date we may elect to increase the limit of insurance shown on the Declaration Page in accordance with the latest published Statistics Canada Building Construction Index and adjust the premium. If at your request, we change the limit of insurance on your Dwelling Building shown on the Declaration page, we will apply the Inflation Protection on the changed limit of insurance from the date the change is made.

## MASTER KEY/LOCK REPAIR AND REPLACEMENT:

We will pay up to \$500 to replace or rekey, at our option, the locks on the insured premises if your keys are stolen, provided the theft is reported to the police or law enforcement agency having jurisdiction at the location of the theft.

No deductible applies to this coverage.

## OUTDOOR TREES, SHRUBS AND PLANTS

You may apply up to 5% in all of the amount of insurance on your dwelling to trees, shrubs and plants on your premises. We will not pay more than \$250 for any one tree, shrub or plant including debris removal expenses.

We insure these items against loss caused by fire, lightning, explosion, impact by aircraft or land vehicle, riot, vandalism and malicious acts as described under Insured Perils.

### ***We do not insure:***

- a. Lawns;
- b. Cannabis;
- c. items grown for commercial purposes;
- d. items located on undeveloped portions of your premises or more than 75 meters (250 feet) from the dwelling.

## SWIMMING POOLS DAMAGED BY WEIGHT OF ICE/SNOW/SLEET

We will pay up to \$5,000 (per occurrence) if your swimming pool is damaged by the weight of ice, snow or sleet whether driven by wind or not

## **BASIS OF CLAIM PAYMENT**

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### **WHEN COVERAGE APPLIES**

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

### **DEDUCTIBLE**

We are responsible only for the amount by which the loss or damage caused by any of the insured perils exceeds the amount of the Deductible shown on the Coverage Summary Page(s) in any one occurrence.

If your claim involves personal property on which the special limits of insurance apply, the limitations apply to the losses exceeding the deductible amount.

### **INSURANCE UNDER MORE THAN ONE POLICY**

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

### **SUBROGATION**

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

### **DWELLING BUILDING AND DETACHED STRUCTURES**

If you repair or replace the damaged or destroyed building on the same location with a building of the same occupancy constructed of materials of similar quality within a reasonable time after the damage, you may choose as the basis of loss settlement either (A) or (B) below; otherwise, settlement will be as in (B).

- A. The cost of repairs or replacement (whichever is less) without deduction for depreciation, in which case we will pay in the proportion that the applicable amount of insurance bears to 80% of the Replacement Cost of the damaged building at the date of damage, but not exceeding the actual cost incurred.
- B. The Actual Cash Value of the damage at the date of the occurrence.

In determining the cost of repairs or replacement under (A) or the amount payable under (B) above, we will not pay or include the increased cost of repair or replacement due to the operation of any law regulating the zoning, demolition, repair or construction of buildings and their related services.

### **PERSONAL PROPERTY**

We will pay the Actual Cash Value of the damage up to the applicable amount of insurance.

### **ACTUAL CASH VALUE**

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

### **SPECIAL LIMITS ON PERSONAL PROPERTY**

Special limits of insurance apply to specific classes of Personal Property. These Special Limits may be expressed separately on individual coverages provided in this form or on other policies. These Special Limits are not cumulative and only one per specified class of personal property will be applied to each loss occurrence.

### **OBSOLESCENCE**

We will not pay for increased costs that result when you cannot repair or replace your property because material or parts are unavailable, obsolete or outmoded. We will pay only the cost that would have been required if material or parts were available. We will pay on the basis of the last known cost of materials or parts.

### **LOSS TO A PAIR OR SET**

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

### **LOSS TO PARTS**

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

# HOMEOWNERS ENHANCED COMPREHENSIVE FORM – FORM 1027

## ALL PERILS BUILDING(S) AND CONTENTS

### COVERAGE A – DWELLING BUILDING

**We insure:**

1. The dwelling and attached structures.
2. Permanently installed outdoor equipment on the premises, including fences within 75 meters (250 ft.) of the dwelling building, used principally for the service of the dwelling.
3. Outdoor swimming pool and attached equipment on the premises.
4. Materials and supplies located on or adjacent to the premises intended for use in construction, alteration or repair of your dwelling or private structures on the premises, other than private structures to be used in whole or in part for business or agricultural purposes. We insure against the peril of theft only when your dwelling is completed and occupied.

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

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

### COVERAGE B – DETACHED PRIVATE STRUCTURES

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

If you have more than one detached structure, the amount of insurance will be divided in the proportions that the value of each structure has to the value of all such structures at the time of loss.

We do not insure private structures used in whole or in part or designed for residential, business or agricultural purposes whether occupied, unoccupied or vacant regardless of their current use unless otherwise endorsed in this form. We do not insure detached buildings or structures where the wall(s) or roof construction consists of tarp, polyethylene or similar covering.

### COVERAGE C – PERSONAL PROPERTY

**We insure:**

**1. Personal Property on Your Premises**

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

**2. Personal Property Temporarily Away from Your Premises**

We insure your personal property which is usually kept throughout the year at your premises while it is temporarily away from your premises anywhere in the world. However, personal property kept at any other location you own, rent or occupy is not insured. If you wish, we will include uninsured personal property belonging to others while it is in your possession or belonging to a residence employee traveling for you.

Personal property kept at any other location you own, rent or occupy is not insured unless it is being kept at that or another location due to an insured loss.

Personal property stored in a warehouse is only insured for thirty (30) days unless the loss or damage is caused by theft. To extend cover in storage for a further period we must be notified in writing and endorse your policy as required.

**3. Personal Property Damaged by Change of Temperature**

We insure your personal property damaged by change of temperature resulting from physical damage to your dwelling or equipment by an Insured Peril. This applies only to personal property kept in the dwelling.

**4. Moving Your Personal Property to Another Home**

We insure your personal property that is being moved from the premises shown in the Coverage Summary to another location within Canada which is to be occupied by you as your principal dwelling. The limit of insurance for Personal Property will be divided between the premises, in transit and at the new location on the basis of the percentage of the total value of the property at your premises, in transit and at the new location. This coverage applies only for a period of 30 days from the date you commenced removal or until your policy term ends, whichever occurs first.

**5. Personal Property Not Insured**

We do not insure loss or damage to motorized vehicles, trailers and aircraft or their equipment (except for motorized wheelchairs, watercraft, motorized lawn mowers, other gardening equipment, snow blowers or motorized scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability). Equipment includes audio, visual, recording or transmitting equipment powered by the electrical system of a motor vehicle or aircraft.

### SPECIAL LIMITS OF INSURANCE

**Coverage for the following types of personal property is subject to Special Limits of Insurance, which are shown below. These limits are the most we will pay for insured loss or damage in any one occurrence.**

1. **Animals:** Animals, birds and fish up to \$5,000 in all and only if they are kept as household pets.
2. **Auto Parts:** Auto parts & accessories up to \$2,500 in all.
3. **Boats:** Watercraft, their furnishings, equipment, accessories and motors up to \$5,000 in all.
4. **Business Property:** Books, tools and instruments pertaining to a business, profession or occupation for an amount up to \$5,000 in all. This applies to all items whether used in whole or in part for business, professional or occupational purposes. Other Business property, including samples and goods held for sale, is not insured.
5. **Cannabis and its accessories:** Cannabis, including cannabis plants either for recreational or medicinal use, in all consumable forms and its accessories up to \$500 in all.
6. **Cemetery Property/Headstones:** We will pay up to \$5,000 for loss or damage to grave markers and mausoleums that mark the grave of a spouse, child, parent or grandparent of an Insured, caused by a Specified Peril.



7. **Computer Software:** Computer software up to \$10,000 in all. We do not insure the cost of gathering or assembling information or data.
8. **Garden Equipment:** Motorized lawn mowers, other motorized garden equipment, garden tractors and their attachments, or snowblowers , up to \$15,000 in all.
9. **Memorabilia Collections:** Memorabilia collections including sports cards and comic books up to \$6,000 in all.
10. **Money/Bullion:** Money or bullion, gold other than goldware, silver other than silverware and platinum up to \$1,000 in all.
11. **Motorized Golf Carts:** Motorized Golf Carts, contents limit.
12. **Motorized Wheelchairs:** Motorized wheelchairs, contents limit.
13. **Personal Property of a Student:** The Personal Property of a student, insured by the policy, up to \$20,000 while at a residence away from home if the student was there at any time during the 45 days before any loss.
14. **Securities:** Securities (bonds, stocks etc.) up to \$10,000 in all.
15. **Silverware:** Silverware, contents limit.

**The following special limits of insurance do not apply to any claim caused by a Specified Peril:**

16. **Jewellery/Furs:** Jewellery, watches, gems, fur garments and garments trimmed with fur, up to \$10,000 in all
17. **Numismatic Property:** Numismatic Property (such as coin collections and metals) up to \$5,000 in all
18. **Philatelic Property:** Manuscripts and philatelic property (such as stamp collections) up to \$5,000 in all

## SPECIFIED PERILS

**Subject to the exclusions and conditions in this policy, Specified Perils means:**

1. fire;
2. lightning;
3. explosion;
4. smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the premises;
5. falling object which strikes the exterior of the building;
6. impact by aircraft or land vehicle;
7. riot;
8. vandalism or malicious acts, not including loss or damage caused by theft or attempted theft;
9. freezing of any part of a plumbing, heating, interior sprinkler or air conditioning system or domestic appliance;
10. rupture of a heating, plumbing, interior sprinkler or air conditioning system or escape of water from such a system, or from a swimming pool or equipment attached, or from a public watermain;
11. windstorm or hail;
12. transportation meaning loss or damage caused by collision, upset, overturn, derailment, stranding or sinking of any automobile or attached trailer in which the insured property is being carried. This would also apply to any conveyance of a common carrier, but does not include loss or damage to property in a vacation or home trailer which you own;
13. weight of ice, snow or sleet;
14. collapse of a building or any part of a building;
15. sudden and accidental damage from artificially generated electrical current.

## COVERAGE D – ADDITIONAL LIVING EXPENSE

The amount of insurance for Coverage D is the total amount for any one or combination of the following coverages. The periods of time stated below are not limited by the expiration of the policy.

### 1. Additional Living Expense

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

### 2. Fair Rental Value

If an Insured Peril makes that part of the dwelling or detached private structures rented to others or held for rental by you unfit for occupancy, we insure its Fair Rental Value. Payment shall be for the reasonable time required to repair or replace that part of the dwelling or detached private structures rented or held for rental. Fair Rental Value shall not include any expense that does not continue while that part of the dwelling or detached private structure rented or held for rental is unfit for occupancy.

If a civil authority prohibits access to your dwelling as a direct result of damage to neighboring premises by an Insured Peril under this form, we insure any resulting Additional Living Expense and Fair Rental Value loss for a period not exceeding two weeks.

We do not insure the cancellation of a lease or agreement.

## INSURED PERILS

You are insured against all risks of direct physical loss or damage subject to the exclusions and conditions in this form.

**We do not insure:**

1. buildings or structures used in whole or in part for any business or agricultural purpose unless declared on the Coverage Summary page;
2. sporting equipment where loss or damage is due to its use;
3. contact lenses unless the loss or damage is caused by a Specified Peril, accident to a land vehicle, watercraft or aircraft, theft or attempted theft;
4. animals, birds, or fish unless loss or damage is caused by a Specified Peril other than impact by aircraft or land vehicle;
5. property at any fairground, exhibition or exposition for the purpose of exhibition;
6. any property illegally acquired, kept, imported, stored or transported;
7. books of account and evidences of debt or title;
8. any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
9. losses or increased costs of repair due to operation of any law regulating the zoning, demolition, repair or construction of buildings and their related services;
10. marring or scratching of any property or breakage of eyeglasses, glassware, statuary, marbles, bric-a-brac, chinaware, porcelains or any other fragile or brittle articles unless caused by a Specified Peril, accident to a land vehicle, watercraft or aircraft, or theft or attempted theft;
11. loss or damage resulting from wear and tear, deterioration, defect or mechanical breakdown, rust or corrosion, extremes of temperature, condensation, wet or dry rot or mould, and contamination;
12. the cost of making good faulty material or workmanship;

13. settling, expansion, contraction, moving, bulging, buckling, cracking or the falling of ceiling or wall plaster except resulting damage to building glass;
14. lawns, driveways or items grown for commercial purposes;
15. outdoor trees, shrubs and plants except as shown under Additional Coverages;

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

16. caused directly or indirectly from the cultivating, harvesting, processing, manufacturing, distribution or sale of any drug or narcotic or illegal substance; this includes any alterations to the premises to facilitate such activity. This exclusion applies regardless of the amount of substance or product, and with or without the knowledge of the Insured however, any dwelling or detached private structure with a total of four or less cannabis plants being grown legally for personal recreational use by the occupying insured or tenant, and this action is allowed by both Federal and Provincial law, those cannabis plants are not considered a drug, narcotic or illegal substance.
17. occurring after your dwelling has, to your knowledge, been vacant for more than 30 days;
18. caused by any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
19. caused by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
20. resulting from any intentional or criminal act or failure to act by:
  - a. any person insured by this policy; or
  - b. any other person at the direction of any person insured by this policy;
21. to personal property undergoing any process or while being worked on, where the damage results from such process or work, but resulting damage to other property is insured;
22. caused by artificially generated electric current, including electric arcing, that disturbs any tubes, transistors or similar electronic components. If loss by fire results, we will pay only for the resulting loss or damage;
23. caused by continuous or repeated seepage or leakage of water or steam from within a plumbing, heating, sprinkler or air conditioning system or domestic appliance;
24. caused by birds, vermin (as defined herein), rodents or insects, except resulting damage to building glass;
25. caused by smoke caused by agricultural smudging or industrial operations;
26. caused by snowslide, earthquake, landslide or any other earth movement. If any of these results in fire or explosion, we will pay only for the resulting loss or damage;
27. caused by theft or attempted theft of property in or from a dwelling under construction or of materials and supplies for use in the construction until the dwelling is completed and occupied;
28. caused by theft or attempted theft by any tenant, members of a tenant's household or employees of the tenant. "Tenant" includes any person who has your permission to occupy your dwelling or any part of it;
29. to satellite receivers greater than 36" in diameter, and their attachments caused by windstorm or hail, weight of ice, snow or sleet, or collapse;
30. caused by vandalism or malicious acts or glass breakage occurring while your dwelling is under construction or vacant even if permission for construction or vacancy has been given by us;
31. caused by flood, overland water, surface water, spray, ice or water-borne objects, all whether driven by wind or not, unless the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached;
32. caused by rupture or bursting, backing up or escape of water from a sewer or drain, sump, septic tank, eaves trough or downspout, unless the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached;
33. caused by seepage or leakage of water. This includes, but is not limited to, water entering through sidewalks, driveways, foundations, walls, basement or other floors or through doors, windows or any other openings; however you will still be insured if the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached;
34. caused by accidental discharge or overflow of water or steam from within a plumbing, heating, sprinkler or air conditioning system, domestic appliance, waterbed, aquarium, swimming pools or equipment attached and public watermains occurring while your dwelling is under construction or vacant even if permission for construction or vacancy has been given by us;
35. caused by sudden or accidental bursting, tearing apart, cracking, burning or bulging due to pressure of water or steam, or lack of water or steam, in a plumbing, heating, sprinkler or air conditioning system or appliance for heating water, occurring while your dwelling is under construction or vacant even if permission for construction or vacancy has been given by us;
36. to an outdoor swimming pool, outdoor hot tub or similar installation or equipment attached or a public watermain, caused by water escape, rupture or freezing;
37. caused by freezing of a plumbing, heating, sprinkler or air conditioning system or domestic appliance unless it happens within a building heated during the usual heating season and you have not been away from your premises for more than four consecutive days; however you will still be insured if:
  - a. you had arranged for a competent person to enter your dwelling daily to ensure that heating was being maintained; or
  - b. you had shut off the water supply and had drained all the pipes and appliances; or
  - c. you have a 24 hour a day monitored building temperature alarm installed and maintained. (Any disconnection of the alarm or cancellation of the monitoring service will void this provision)

If the loss or damage occurs while your building is under construction or vacant, you would not be insured, even if permission for construction or vacancy has been given by us;

38. caused by or resulting from freezing, thawing, or pressure or weight of water, ice, snow or sleet, whether driven by wind or not, to any fence, patio, pavement, swimming pool or attached equipment, public water main, foundation, retaining wall, bulkhead, pier, wharf or dock.
39. caused by the entrance of water through any roof unless:
  - a. through an aperture concurrently and directly caused by a peril not otherwise excluded; or
  - b. due to the accumulation of ice or snow on the exterior of the roof or eaves trough.
40. caused by domestic animals and/or pets of any kind:
  - a. owned by you;
  - b. in your care, custody or control;
  - c. owned by or in the care, custody or control of anyone residing in your dwelling
41. caused directly or indirectly, in whole or in part, by Terrorism or by any activity or decision of a government, 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.

## **ADDITIONAL COVERAGES**

The following coverages are included under the Homeowners Enhanced Comprehensive Form 1027:

### **SINGLE INCLUSIVE LIMIT**

The Homeowners Enhanced Comprehensive Form package includes a Single Inclusive Coverage Limit under Section 1. This limit may be applied to any insured loss or damage to the property insured in this section of your policy, except for personal property under Coverage C which are subject to Special Limits of Insurance. The single amount of insurance is the sum of the amounts shown on the Coverage Summary page for; A: Dwelling Building, B: Detached Private Structures, C: Personal Property, and D: Additional Living Expense and is the maximum amount we will pay for insured loss or damage in any one occurrence, unless stated otherwise.

If the amount of coverage is inadequate to satisfy your loss for any of Coverages A, B, C, or D, you may apply the unused amounts of insurance remaining under these separate limits to make up for any shortfall under an exhausted one and until the total Single Limit amount of insurance has been exhausted.

Where a building insured under Coverage A: Dwelling Building is endorsed with Guaranteed Replacement cost and the amount payable for your dwelling exceeds the Coverage A limit shown on the Coverage Summary Page, this additional amount required to rebuild the building will not affect the remaining combined limit of Coverages B, C, and D. If Guaranteed Replacement Cost(Building) is not indicated on the Coverage Summary Page and a total loss has occurred, the Single Limit Amount will be the maximum amount of coverage to settle a claim for any loss covered in Section 1 for any of the affected Coverages A, B, C, or D.

## **BUILDING BYLAWS EXTENSION – FORM 0126**

If there is a loss insured by this policy, we will pay the additional cost of demolition, construction or repair which is required to comply with any law regulating demolition, repair or construction of buildings.

### ***We will not pay:***

- a. more than \$30,000 on any one claim or the amount of insurance shown on the Coverage Summary page;
- b. more than the minimum amount required to comply with any law;
- c. the additional cost, unless your property is actually repaired, rebuilt or replaced on the same location.

This endorsement applies only to Coverage A: Dwelling Building and B: Detached Private Structures at the location specified in the Coverage Summary.

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

## **CONVICTION REWARD**

We will pay \$5,000 for information which leads to a conviction for arson, theft, robbery or burglary in connection with a fire loss to property insured by this policy. This coverage may increase the amount otherwise applicable. The \$5,000 limit will not be increased regardless of the number of people giving information.

No deductible applies to this coverage.

## **CREDIT CARD, FUND TRANSFER CARD, FORGERY AND COUNTERFEIT MONEY**

### ***We will pay up to \$10,000 for:***

1. your legal obligation to pay because of theft or unauthorized use of credit cards issued to you or registered in your name;
2. loss caused by theft of your fund transfer cards;
3. loss caused by forgery or alteration of any cheque or negotiable instrument; and
4. loss sustained through acceptance in good faith of counterfeit Canadian or United States paper currency.

### ***We do not pay for loss:***

- a. unless you have complied with all the conditions under which the cards have been issued;
- b. caused by the use of your cards by a resident of your household or by a person to whom cards have been entrusted.

At our option and expense we may defend any claim against you under (1), (2) and (3).

No deductible applies to this coverage.

## **DEBRIS REMOVAL**

The single amount of insurance includes the cost of removing debris caused by loss or damage to property insured by this policy as a result of an Insured Peril. However, when the amount payable for loss or damage to property equals the single amount of insurance, we will pay up to an additional 5% of the single amount for debris removal expenses provided that the replacement of the building(s) takes place on the same site. If you must remove insured property from your premises to protect it from loss or damage, it is insured by this form for 30 days or until your policy term ends — whichever occurs first. The amount of insurance will be divided in the proportions that the value of the property removed bears to the value of all property at the time of loss.

## **FIRE DEPARTMENT CHARGES**

We will pay up to \$10,000 or such other amount as may be specified on the Coverage Summary page for your liability for Fire Department charges incurred when a Fire Department is called to save or protect property insured by this policy from an insured peril.

No deductible applies to this coverage.

## **FREEZER FOODS**

We insure foodstuffs up to the Contents Limit, but only while contained in a food freezer located within the dwelling or detached private structure and only for loss by spoilage caused by an outside power failure or mechanical or electrical breakdown of the freezer unit.

This coverage limit also includes loss or damage to the freezer itself resulting from spoilage of the foods contained within.

### ***We do not insure loss or damage caused by:***

1. improper or faulty wrapping, packing or handling;
2. inherent vice or natural spoilage;

## **IDENTITY FRAUD EXPENSE ENDORSEMENT**

Identity Fraud Expense coverage provides coverage against Identity Fraud Expenses you may incur as a result of the fraudulent use of your identity. This coverage is included in your policy as an Additional Coverage at no additional cost. This coverage reimburses you for expenses you incur while dealing with your identity fraud claim up to a 25,000 limit.

The above included limit is a maximum aggregate amount payable in any one insurance contract period regardless of the number of acts of identity fraud claims made or of the number of insureds affected.

## **Insuring Agreement**

If you hold a policy that qualifies for the Identity Fraud Expense Endorsement, we agree that coverage is extended to include reimbursement of cost you actually incur resulting from Identity Fraud as defined and limited herein.

## **Coverage**

We reimburse the following costs incurred directly and solely as a result of the fraudulent use of your identity;

- telephone expenses for calls to businesses, law enforcement agencies, financial institutions or similar credit grantors, and credit agencies;
- the loan application fees for re-applying for loan(s) due to the rejection of the original application because the lender received incorrect credit information;

- the reasonable lawyer fees incurred, with prior notice to and approval by us, for:
- your defense against any suit(s) brought against you by businesses or their collection agencies.
- the removal of any criminal or civil judgments wrongly entered against you; or
- any challenge to the information in your consumer credit report.
- the reasonable costs or expenses (including mileage, associated parking costs, taxi cab fees or public transit fees) incurred for notarizing affidavits or similar documents for law enforcement agencies, financial institutions or similar credit grantors, and credit agencies;
- the costs for sending certified mail to law enforcement agencies, financial institutions or similar credit grantors, and credit agencies;
- your loss of earnings by you as a result of time off from work to complete fraud affidavits, meet with law enforcement agencies, credit agencies, merchants, or legal counsel;
- reasonable costs of obtaining up to two credit reports after an Identity Fraud Occurrence has been reported to us, for a period of up to 12 months from the date of the reporting of the occurrence, but not limited by the expiry date of the policy.

### Conditions

**Notice:** The insured must report their Identity Theft to the police authorities immediately after his/her cognizance and the police authorities must open up an inquiry. The police report and the inquiry number must be provided to Portage Mutual.

All costs incurred which are submitted for payment under this endorsement must be directly and solely as a result of the fraudulent use of your credit or identity, and/or the process subsequently required to restore your credit history or to contact merchants, financial institutions, or similar credit grantors and credit agencies relating to the theft of your identity or to a fraud perpetrated against you. Under no circumstances shall Portage Mutual Insurance be required to pay more than the maximum specified limits laid out in this endorsement. The insured is responsible for any excess costs of the lawyer retained by him/her and in such cases the insured is responsible to make an agreement directly with the lawyer and shall remain solely responsible for any costs exceeding the maximum amounts provided in this endorsement.

No deductible applies to this coverage.

### Loss or Damage Not Insured

#### ***We do not insure:***

1. Any losses already covered under the "Credit Card, Forgery and Counterfeit Money" extension under your policy.
2. Any losses covered by credit card insurance, bank/credit union insurance or any other coverage provided to you. Other insurance will be considered primary and this endorsement will apply only after these other coverages or programs have been exhausted;
3. Any losses resulting from your non-compliance with the terms and rules to be adhered to with the issuance of any bank card or credit card including secure storage of PINs(Personal Identification Numbers) and personal information;

#### ***Nor do we insure direct or indirect loss or damage, in whole or in part:***

4. caused by or arising out of your fraudulent, dishonest or criminal acts;
5. caused by or arising out of your business pursuits;
6. caused by or arising out of your own use of your identity;
7. caused by or arising out of your intentional misuse of your identity.

This coverage is subject to all other provisions, conditions, definitions, limitations and exclusions of your policy.

### INFLATION ENDORSEMENT

During the term of this policy, we will automatically increase the limit of insurance on your Dwelling Building in the following manner:

By an amount up to but not exceeding

- 1% — 3 months after the current effective date
- 2% — 5 months after the current effective date
- 3% — 7 months after the current effective date
- 4% — 9 months after the current effective date

We will also automatically increase the limit of insurance on your Detached Private Structure, Unscheduled Personal Property and Additional Living Expense by the same proportion.

On renewal date we may elect to increase the limit of insurance shown on the Declaration Page in accordance with the latest published Statistics Canada Building Construction Index and adjust the premium.

If at your request, we change the limit of insurance on your Dwelling Building shown on the Declaration page, we will apply the Inflation Protection on the changed limit of insurance from the date the change is made.

### MASS EVACUATION ENDORSEMENT ADDITIONAL LIVING EXPENSE – FORM 0127

We will pay any necessary and reasonable increase in living expense incurred by you while access to your principal residence dwelling is prohibited by order of civil authority, but only when such order is given for mass evacuation as a direct result of a sudden or accidental event within Canada or the United States of America. You are insured for a period not exceeding 30 days from the date of the order of evacuation. You are not insured for any claim arising from evacuation resulting from:

- a. flood, meaning waves, tidal waves and the rising of, the breaking out, or overflow of, any body of water, whether natural or man-made;
- b. earthquake;
- c. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution insurrection or military power;
- d. nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material.

This coverage does not increase the amount of insurance shown on the Coverage Summary for Coverage D. Additional Living Expense.

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

### MASTER KEY/LOCK REPAIR AND REPLACEMENT:

We will pay up to \$1,000 to replace or rekey, at our option, the locks on the insured premises if your keys are stolen, provided the theft is reported to the police or law enforcement agency having jurisdiction at the location of the theft.

No deductible applies to this coverage.

## **OUTDOOR TREES, SHRUBS AND PLANTS**

You may apply up to 5% in all of the amount of insurance on your dwelling to trees, shrubs and plants on your premises. We will not pay more than \$1,000 for any one tree, shrub or plant including debris removal expenses. We insure these items against loss caused by fire, lightning, explosion, impact by aircraft or land vehicle, riot, vandalism and malicious acts as described under Insured Perils.

### ***We do not insure:***

1. Lawns;
2. Cannabis;
3. items grown for commercial purposes;
4. items located on undeveloped portions of your premises or more than 75 meters (250 feet) from the dwelling.

## **SWIMMING POOLS DAMAGED BY WEIGHT OF ICE/SNOW/SLEET**

We will pay up to \$5,000 (per occurrence) if your swimming pool is damaged by the weight of ice, snow or sleet whether driven by wind or not

## **BASIS OF CLAIM PAYMENT**

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### **WHEN COVERAGE APPLIES**

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

### **DEDUCTIBLE**

We are responsible only for the amount by which the loss or damage caused by any of the insured perils exceeds the amount of the Deductible shown on the Coverage Summary Page(s) in any one occurrence.

If your claim involves personal property on which the special limits of insurance apply, the limitations apply to the losses exceeding the deductible amount.

### **INSURANCE UNDER MORE THAN ONE POLICY**

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

### **SUBROGATION**

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

### **DWELLING BUILDING AND DETACHED STRUCTURES**

If you repair or replace the damaged or destroyed building on the same location with a building of the same occupancy constructed of materials of similar quality within a reasonable time after the damage, you may choose as the basis of loss settlement either (A) or (B) below; otherwise, settlement will be as in (B).

- A. The cost of repairs or replacement (whichever is less) without deduction for depreciation, in which case we will pay in the proportion that the applicable amount of insurance bears to 80% of the Replacement Cost of the damaged building at the date of damage, but not exceeding the actual cost incurred.
- B. The Actual Cash Value of the damage at the date of the occurrence.

In determining the cost of repairs or replacement under (A) or the amount payable under (B) above, we will not pay or include the increased cost of repair or replacement due to the operation of any law regulating the zoning, demolition, repair or construction of buildings and their related services.

### **PERSONAL PROPERTY**

We will pay the Actual Cash Value of the damage up to the applicable amount of insurance.

### **ACTUAL CASH VALUE**

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

### **SPECIAL LIMITS ON PERSONAL PROPERTY**

Special limits of insurance apply to specific classes of Personal Property. These Special Limits may be expressed separately on individual coverages provided in this form or on other policies. These Special Limits are not cumulative and only one per specified class of personal property will be applied to each loss occurrence.

### **OBSOLESCENCE**

We will not pay for increased costs that result when you cannot repair or replace your property because material or parts are unavailable, obsolete or outmoded. We will pay only the cost that would have been required if material or parts were available. We will pay on the basis of the last known cost of materials or parts.

### **LOSS TO A PAIR OR SET**

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

### **LOSS TO PARTS**

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

# CONDOMINIUM UNIT OWNER COMPREHENSIVE FORM – FORM 1023

## ALL PERILS CONTENTS

### COVERAGE C – PERSONAL PROPERTY

#### *We insure:*

#### 1. Personal Property on Your Premises

We insure the contents of your unit and other personal property you own, wear or use, while on your premises (including on-site storage locker), and which is usual to the ownership or maintenance of a dwelling. If you wish, we will include uninsured personal property of others while it is on that portion of your premises which you occupy, but we do not insure property of roomers or boarders who are not related to you.

#### 2. Personal Property Temporarily Away from Your Premises

We insure your personal property which is usually kept throughout the year at your premises while it is temporarily away from your premises anywhere in the world. However, personal property kept at any other location you own, rent or occupy is not insured. If you wish, we will include uninsured personal property belonging to others while it is in your possession or belonging to a residence employee traveling for you.

Personal property kept at any other location you own, rent or occupy is not insured unless it is being kept at that or another location due to an insured loss.

Personal property stored in a warehouse is only insured for thirty (30) days unless the loss or damage is caused by theft. To extend cover in storage for a further period we must be notified in writing and endorse your policy as required.

#### 3. Personal Property Damaged by Change of Temperature

We insure your personal property damaged by change of temperature resulting from physical damage to your condominium unit or equipment by an Insured Peril. This applies only to personal property kept in the unit.

#### 4. Moving Your Personal Property to Another Home

We insure your personal property that is being moved from the premises shown in the Coverage Summary to another location within Canada which is to be occupied by you as your principal dwelling. The limit of insurance for Personal Property will be divided between the premises, in transit and at the new location on the basis of the percentage of the total value of the property at your premises, in transit and at the new location. This coverage applies only for a period of 30 days from the date you commenced removal or until your policy term ends, whichever occurs first.

#### 5. Personal Property Not Insured

We do not insure loss or damage to motorized vehicles, trailers and aircraft or their equipment (except for motorized wheelchairs, watercraft, motorized lawn mowers, other gardening equipment, snow blowers or motorized scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability). Equipment includes audio, visual, recording or transmitting equipment powered by the electrical system of a motor vehicle or aircraft.

### SPECIAL LIMITS OF INSURANCE

*Coverage for the following types of personal property is subject to Special Limits of Insurance, which are shown below. These limits are the most we will pay for insured loss or damage in any one occurrence.*

1. **Animals:** Animals, birds and fish up to \$2,500 in all and only if they are kept as household pets.
2. **Auto Parts:** Auto parts & accessories up to \$1,000 in all.
3. **Boats:** Watercraft, their furnishings, equipment, accessories and motors up to \$5,000 in all.
4. **Business Property:** Books, tools and instruments pertaining to a business, profession or occupation for an amount up to \$5,000 while on your premises and \$2,500 while off your premises. This applies to all items whether used in whole or in part for business, professional or occupational purposes. Other Business property, including samples and goods held for sale, is not insured.
5. **Cannabis and its accessories:** Cannabis, including cannabis plants either for recreational or medicinal use, in all consumable forms and its accessories up to \$500 in all.
6. **Cemetery Property/Headstones:** We will pay up to \$5,000 for loss or damage to grave markers and mausoleums that mark the grave of a spouse, child, parent or grandparent of an Insured, caused by a Specified Peril.
7. **Computer Software:** Computer software up to \$10,000 in all. We do not insure the cost of gathering or assembling information or data.
8. **Garden Equipment:** Motorized lawn mowers, other motorized garden equipment, garden tractors and their attachments, or snowblowers, up to \$15,000 in all.
9. **Memorabilia Collections:** Memorabilia collections including sports cards and comic books up to \$6,000 in all.
10. **Money/Bullion:** Money or bullion, gold other than goldware, silver other than silverware and platinum up to \$1,000 in all.
11. **Motorized Golf Carts:** Motorized Golf Carts, contents limit.
12. **Motorized Wheelchairs:** Motorized wheelchairs, contents limit.
13. **Personal Property of a Student:** The Personal Property of a student, insured by the policy, up to \$20,000 while at a residence away from home if the student was there at any time during the 45 days before any loss.
14. **Securities:** Securities (bonds, stocks etc.) up to \$6,000 in all.
15. **Silverware:** Silverware, contents limit.

*The following special limits of insurance do not apply to any claim caused by a Specified Peril:*

16. **Jewellery/Furs:** Jewellery, watches, gems, fur garments and garments trimmed with fur, up to \$6,000 in all
17. **Numismatic Property:** Numismatic Property (such as coin collections and metals) up to \$2,000 in all
18. **Philatelic Property:** Manuscripts and philatelic property (such as stamp collections) up to \$3,000 in all

### SPECIFIED PERILS

*Subject to the exclusions and conditions in this policy, Specified Perils means:*

1. fire;
2. lightning;
3. explosion;
4. smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the premises;
5. falling object which strikes the exterior of the building;
6. impact by aircraft or land vehicle;
7. riot;
8. vandalism or malicious acts, not including loss or damage caused by theft or attempted theft;

9. freezing of any part of a plumbing, heating, interior sprinkler or air conditioning system or domestic appliance;
10. rupture of a heating, plumbing, interior sprinkler or air conditioning system or escape of water from such a system, or from a swimming pool or equipment attached, or from a public watermain;
11. windstorm or hail;
12. transportation meaning loss or damage caused by collision, upset, overturn, derailment, stranding or sinking of any automobile or attached trailer in which the insured property is being carried. This would also apply to any conveyance of a common carrier, but does not include loss or damage to property in a vacation or home trailer which you own;
13. weight of ice, snow or sleet;
14. collapse of a building or any part of a building;
15. sudden and accidental damage from artificially generated electrical current.

## **COVERAGE D – ADDITIONAL LIVING EXPENSE**

The amount of insurance for Coverage D is the total amount for any one or combination of the following coverages. The periods of time stated below are not limited by the expiration of the policy.

### **1. Additional Living Expense**

If an insured peril makes your condominium unit unfit for occupancy, or you have to move out while repairs are being made, we insure any necessary increase in living expenses, including moving expenses incurred by you, so that your household can maintain its normal standard of living. For Condominium Unit Owners, this will also include the cost of temporary membership to fitness or health club facilities that you would normally have access to in the Condominium building your unit is part of. Payment shall be for the reasonable time required to repair or rebuild your unit or, if you permanently relocate, the reasonable time required for your household to settle elsewhere.

### **2. Maintenance Fees**

If an Insured Peril makes that part of your condominium unit unfit for occupancy or you have to move out while repairs are being made, we will pay your maintenance fees for your unit. Payment shall be for the reasonable time required to repair or rebuild your unit or if you permanently relocate, the reasonable time required for your household to settle elsewhere.

### **3. Fair Rental Value**

If an Insured Peril makes that part of the dwelling or detached private structures rented to others or held for rental by you unfit for occupancy, we insure its Fair Rental Value. Payment shall be for the reasonable time required to repair or replace that part of the dwelling or detached private structures rented or held for rental. Fair Rental Value shall not include any expense that does not continue while that part of the dwelling or detached private structure rented or held for rental is unfit for occupancy.

If a civil authority prohibits access to your dwelling as a direct result of damage to neighboring premises by an Insured Peril under this form, we insure any resulting Additional Living Expense and Fair Rental Value loss for a period not exceeding two weeks.

We do not insure the cancellation of a lease or agreement.

## **INSURED PERILS**

You are insured against all risks of direct physical loss or damage subject to the exclusions and conditions in this form.

### ***We do not insure:***

1. sporting equipment where loss or damage is due to its use;
2. contact lenses unless the loss or damage is caused by a Specified Peril, accident to a land vehicle, watercraft or aircraft, theft or attempted theft;
3. animals, birds, or fish unless loss or damage is caused by a Specified Peril other than impact by aircraft or land vehicle;
4. property at any fairground, exhibition or exposition for the purpose of exhibition;
5. any property illegally acquired, kept, imported, stored or transported;
6. books of account and evidences of debt or title;
7. any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
8. losses or increased costs of repair due to operation of any law regulating the zoning, demolition, repair or construction of buildings and their related services;
9. marring or scratching of any property or breakage of eyeglasses, glassware, statuary, marbles, bric-a-brac, chinaware, porcelains or any other fragile or brittle articles unless caused by a Specified Peril, accident to a land vehicle, watercraft or aircraft, or theft or attempted theft;
10. loss or damage resulting from wear and tear, deterioration, defect or mechanical breakdown, rust or corrosion, extremes of temperature, condensation, wet or dry rot or mould, and contamination;
11. the cost of making good faulty material or workmanship;
12. settling, expansion, contraction, moving, bulging, buckling, cracking or the falling of ceiling or wall plaster except resulting damage to building glass;
13. lawns, driveways or items grown for commercial purposes;
14. outdoor trees, shrubs and plants except as shown under Additional Coverages;

### ***We do not insure loss or damage:***

15. caused directly or indirectly from the cultivating, harvesting, processing, manufacturing, distribution or sale of any drug or narcotic or illegal substance; this includes any alterations to the premises to facilitate such activity. This exclusion applies regardless of the amount of substance or product, and with or without the knowledge of the Insured however, any dwelling or detached private structure with a total of four or less cannabis plants being grown legally for personal recreational use by the occupying insured or tenant, and this action is allowed by both Federal and Provincial law, those cannabis plants are not considered a drug, narcotic or illegal substance.
16. occurring after your dwelling has, to your knowledge, been vacant for more than 30 days;
17. caused by any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
18. caused by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
19. resulting from any intentional or criminal act or failure to act by:
  - a. any person insured by this policy; or
  - b. any other person at the direction of any person insured by this policy;
20. to personal property undergoing any process or while being worked on, where the damage results from such process or work, but resulting damage to other property is insured;
21. caused by artificially generated electric current, including electric arcing, that disturbs any tubes, transistors or similar electronic components. If loss by fire results, we will pay only for the resulting loss or damage;
22. caused by continuous or repeated seepage or leakage of water or steam from within a plumbing, heating, sprinkler or air conditioning system or domestic appliance;
23. caused by birds, vermin (as defined herein), rodents or insects, except resulting damage to building glass;
24. caused by smoke caused by agricultural smudging or industrial operations;

25. caused by snowslide, earthquake, landslide or any other earth movement. If any of these results in fire or explosion, we will pay only for the resulting loss or damage;
26. caused by theft or attempted theft of property in or from a dwelling under construction or of materials and supplies for use in the construction until the dwelling is completed and occupied;
27. caused by theft or attempted theft by any tenant, members of a tenant's household or employees of the tenant. "Tenant" includes any person who has your permission to occupy your dwelling or any part of it;
28. to satellite receivers greater than 36" in diameter, and their attachments caused by windstorm or hail, weight of ice, snow or sleet, or collapse;
29. caused by vandalism or malicious acts or glass breakage occurring while your dwelling is under construction or vacant even if permission for construction or vacancy has been given by us;
30. caused by flood, overland water, surface water, spray, ice or water-borne objects, all whether driven by wind or not, unless the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached;
31. caused by rupture or bursting, backing up or escape of water from a sewer or drain, sump, septic tank, eaves trough or downspout, unless the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached;
32. caused by seepage or leakage of water. This includes, but is not limited to, water entering through sidewalks, driveways, foundations, walls, basement or other floors or through doors, windows or any other openings; however you will still be insured if the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached;
33. caused by accidental discharge or overflow of water or steam from within a plumbing, heating, sprinkler or air conditioning system, domestic appliance, waterbed, aquarium, swimming pools or equipment attached and public watermains occurring while your dwelling is under construction or vacant even if permission for construction or vacancy has been given by us;
34. caused by sudden or accidental bursting, tearing apart, cracking, burning or bulging due to pressure of water or steam, or lack of water or steam, in a plumbing, heating, sprinkler or air conditioning system or appliance for heating water, occurring while your dwelling is under construction or vacant even if permission for construction or vacancy has been given by us;
35. to an outdoor swimming pool, outdoor hot tub or similar installation or equipment attached or a public watermain, caused by water escape, rupture or freezing;
36. caused by freezing of a plumbing, heating, sprinkler or air conditioning system or domestic appliance unless it happens within a building heated during the usual heating season and you have not been away from your premises for more than four consecutive days; however you will still be insured if:
  - a. you had arranged for a competent person to enter your dwelling daily to ensure that heating was being maintained; or
  - b. you had shut off the water supply and had drained all the pipes and appliances; or
  - c. you have a 24 hour a day monitored building temperature alarm installed and maintained. (Any disconnection of the alarm or cancellation of the monitoring service will void this provision)

If the loss or damage occurs while your building is under construction or vacant, you would not be insured, even if permission for construction or vacancy has been given by us;

37. caused by or resulting from freezing, thawing, or pressure or weight of water, ice, snow or sleet, whether driven by wind or not, to any fence, patio, pavement, swimming pool or attached equipment, public water main, foundation, retaining wall, bulkhead, pier, wharf or dock.
38. caused by the entrance of water through any roof unless:
  - a. through an aperture concurrently and directly caused by a peril not otherwise excluded; or
  - b. due to the accumulation of ice or snow on the exterior of the roof or eaves trough.
39. caused by domestic animals and/or pets of any kind:
  - a. owned by you;
  - b. in your care, custody or control;
  - c. owned by or in the care, custody or control of anyone residing in your dwelling
40. caused directly or indirectly, in whole or in part, by Terrorism or by any activity or decision of a government, 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.

## ADDITIONAL COVERAGES

The following additional coverages are included under the Condominium Unit Owner Comprehensive Form 1023:

### CONDOMINIUM PROTECTION ENDORSEMENT – FORM 1035

If the Coverage Summary Page indicates Comprehensive Condominium Form 1023, this endorsement will be added automatically to the policy. **We will pay up to \$500,000 in any one occurrence for loss or damage caused by an insured peril.** The amount of insurance under this endorsement applies to any one or a combination of the following:

#### 1. Unit Additional Protection

We insure under Section I, your unit, excluding your improvements and betterments to it, if the Condominium Corporation has no insurance, its insurance is inadequate, or it is not effective. "Inadequate" includes a deductible in the insurance policy of the condominium corporation but only where, the condominium corporation's governing rules specifically permits it to place the responsibility for any portion of the master policy deductible on an individual unit owner.

#### 2. Improvements and Betterments

We insure your improvements and betterments made by you or acquired at your expense, including:

- a. Any building, structure or swimming pool on the premises
- b. Materials and supplies on the premises for use in such improvements and betterments.

#### 3. Loss Assessment Coverage for Common Elements

We will pay your share of any special assessment if:

- a. The assessment is valid under the Condominium Corporation's governing rules; and
- b. It is made necessary by direct loss to the collectively owned condominium property caused by an Insured Peril in the Condominium Unit Owner's Policy.

Coverage is included for that part of an assessment made necessary by a deductible in the insured policy of the Condominium Corporation, up to the limit of Insurance.

If an assessment is made necessary by an Earthquake Deductible, we will not pay more than \$2,500.

### CONVICTION REWARD

We will pay \$1,000 for information which leads to a conviction for arson, theft, robbery or burglary in connection with a fire loss to property insured by this policy. This coverage may increase the amount otherwise applicable. The \$1,000 limit will not be increased regardless of the number of people giving information.

No deductible applies to this coverage.



## CREDIT CARD, FUND TRANSFER CARD, FORGERY AND COUNTERFEIT MONEY

### ***We will pay up to \$10,000 for:***

1. your legal obligation to pay because of theft or unauthorized use of credit cards issued to you or registered in your name;
2. loss caused by theft of your fund transfer cards;
3. loss caused by forgery or alteration of any cheque or negotiable instrument; and
4. loss sustained through acceptance in good faith of counterfeit Canadian or United States paper currency.

### ***We do not pay for loss:***

- a. unless you have complied with all the conditions under which the cards have been issued;
- b. caused by the use of your cards by a resident of your household or by a person to whom cards have been entrusted.

At our option and expense we may defend any claim against you under (1), (2) and (3).

No deductible applies to this coverage.

## FIRE DEPARTMENT CHARGES

We will pay up to \$5,000, or such other amount as may be specified on the Coverage Summary page for your liability for Fire Department charges incurred when a Fire Department is called to save or protect property insured by this policy from an insured peril.

No deductible applies to this coverage.

## FREEZER FOODS

We insure foodstuffs up to the Contents Limit, but only while contained in a food freezer located within the dwelling or detached private structure and only for loss by spoilage caused by an outside power failure or mechanical or electrical breakdown of the freezer unit.

This coverage limit also includes loss or damage to the freezer itself resulting from spoilage of the foods contained within.

### ***We do not insure loss or damage caused by:***

1. improper or faulty wrapping, packing or handling;
2. inherent vice or natural spoilage;

## IDENTITY FRAUD EXPENSE ENDORSEMENT

Identity Fraud Expense coverage provides coverage against Identity Fraud Expenses you may incur as a result of the fraudulent use of your identity. This coverage is included in your policy as an Additional Coverage at no additional cost. This coverage reimburses you for expenses you incur while dealing with your identity fraud claim up to a 15,000 limit.

The above included limit is a maximum aggregate amount payable in any one insurance contract period regardless of the number of acts of identity fraud claims made or of the number of insureds affected.

## Insuring Agreement

If you hold a policy that qualifies for the Identity Fraud Expense Endorsement, we agree that coverage is extended to include reimbursement of cost you actually incur resulting from Identity Fraud as defined and limited herein.

## Coverage

We reimburse the following costs incurred directly and solely as a result of the fraudulent use of your identity;

- telephone expenses for calls to businesses, law enforcement agencies, financial institutions or similar credit grantors, and credit agencies;
- the loan application fees for re-applying for loan(s) due to the rejection of the original application because the lender received incorrect credit information;
- the reasonable lawyer fees incurred, with prior notice to and approval by us, for:
- your defense against any suit(s) brought against you by businesses or their collection agencies.
- the removal of any criminal or civil judgments wrongly entered against you; or
- any challenge to the information in your consumer credit report.
- the reasonable costs or expenses (including mileage, associated parking costs, taxi cab fees or public transit fees) incurred for notarizing affidavits or similar documents for law enforcement agencies, financial institutions or similar credit grantors, and credit agencies;
- the costs for sending certified mail to law enforcement agencies, financial institutions or similar credit grantors, and credit agencies;
- your loss of earnings by you as a result of time off from work to complete fraud affidavits, meet with law enforcement agencies, credit agencies, merchants, or legal counsel;
- reasonable costs of obtaining up to two credit reports after an Identity Fraud Occurrence has been reported to us, for a period of up to 12 months from the date of the reporting of the occurrence, but not limited by the expiry date of the policy.

## Conditions

**Notice:** The insured must report their Identity Theft to the police authorities immediately after his/her cognizance and the police authorities must open up an inquiry. The police report and the inquiry number must be provided to Portage Mutual.

All costs incurred which are submitted for payment under this endorsement must be directly and solely as a result of the fraudulent use of your credit or identity, and/or the process subsequently required to restore your credit history or to contact merchants, financial institutions, or similar credit grantors and credit agencies relating to the theft of your identity or to a fraud perpetrated against you. Under no circumstances shall Portage Mutual Insurance be required to pay more than the maximum specified limits laid out in this endorsement. The insured is responsible for any excess costs of the lawyer retained by him/her and in such cases the insured is responsible to make an agreement directly with the lawyer and shall remain solely responsible for any costs exceeding the maximum amounts provided in this endorsement.

No deductible applies to this coverage.

## Loss or Damage Not Insured

### ***We do not insure:***

1. Any losses already covered under the "Credit Card, Forgery and Counterfeit Money" extension under your policy.
2. Any losses covered by credit card insurance, bank/credit union insurance or any other coverage provided to you. Other insurance will be considered primary and this endorsement will apply only after these other coverages or programs have been exhausted;
3. Any losses resulting from your non-compliance with the terms and rules to be adhered to with the issuance of any bank card or credit card including secure storage of PINS(Personal Identification Numbers) and personal information;

**Nor do we insure direct or indirect loss or damage, in whole or in part:**

4. caused by or arising out of your fraudulent, dishonest or criminal acts;
5. caused by or arising out of your business pursuits;
6. caused by or arising out of your own use of your identity;
7. caused by or arising out of your intentional misuse of your identity.

This coverage is subject to all other provisions, conditions, definitions, limitations and exclusions of your policy.

**MASS EVACUATION ENDORSEMENT ADDITIONAL LIVING EXPENSE – FORM 0127**

We will pay any necessary and reasonable increase in living expense incurred by you while access to your principal residence dwelling is prohibited by order of civil authority, but only when such order is given for mass evacuation as a direct result of a sudden or accidental event within Canada or the United States of America. You are insured for a period not exceeding 30 days from the date of the order of evacuation. You are not insured for any claim arising from evacuation resulting from:

- a. flood, meaning waves, tidal waves and the rising of, the breaking out, or overflow of, any body of water, whether natural or man-made;
- b. earthquake;
- c. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution insurrection or military power;
- d. nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material.

This coverage does not increase the amount of insurance shown on the Coverage Summary for Coverage D. Additional Living Expense.

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

**MASTER KEY/LOCK REPAIR AND REPLACEMENT**

We will pay up to \$1,000 to replace or rekey, at our option, the locks on the insured premises if your keys are stolen, provided the theft is reported to the police or law enforcement agency having jurisdiction at the location of the theft.

No deductible applies to this coverage.

**OUTDOOR TREES, SHRUBS AND PLANTS**

You may apply up to 5% in all of the amount of insurance on your personal property to trees, shrubs and plants on your premises. We will not pay more than \$1,000 for any one tree, shrub or plant. We insure these items against loss caused by fire, lightning, explosion, impact by aircraft or land vehicle, riot, vandalism and malicious acts as described under Insured Perils.

**We do not insure:**

1. Lawns;
2. Cannabis;
3. items grown for commercial purposes;
4. items located on undeveloped portions of your premises or more than 75 meters (250 feet) from the dwelling.

**SWIMMING POOLS DAMAGED BY WEIGHT OF ICE/SNOW/SLEET**

We will pay up to \$5,000 (per occurrence) if your swimming pool is damaged by the weight of ice, snow or sleet whether driven by wind or not.

**BASIS OF CLAIM PAYMENT**

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**WHEN COVERAGE APPLIES**

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

**DEDUCTIBLE**

We are responsible only for the amount by which the loss or damage caused by any of the insured perils exceeds the amount of the Deductible shown on the Coverage Summary Page(s) in any one occurrence.

If your claim involves personal property on which the special limits of insurance apply, the limitations apply to the losses exceeding the deductible amount.

**INSURANCE UNDER MORE THAN ONE POLICY**

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

**SUBROGATION**

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

**PERSONAL PROPERTY**

We will pay the Actual Cash Value of the damage up to the applicable amount of insurance.

**ACTUAL CASH VALUE**

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

**SPECIAL LIMITS ON PERSONAL PROPERTY**

Special limits of insurance apply to specific classes of Personal Property. These Special Limits may be expressed separately on individual coverages provided in this form or on other policies. These Special Limits are not cumulative and only one per specified class of personal property will be applied to each loss occurrence.

**OBSOLESCENCE**

We will not pay for increased costs that result when you cannot repair or replace your property because material or parts are unavailable, obsolete or outmoded. We will pay only the cost that would have been required if material or parts were available. We will pay on the basis of the last known cost of materials or parts.

**LOSS TO A PAIR OR SET**

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

**LOSS TO PARTS**

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

# TENANTS PACKAGE COMPREHENSIVE FORM – FORM 1123

## ALL PERILS CONTENTS

### COVERAGE C – PERSONAL PROPERTY

#### *We insure:*

#### 1. Personal Property on Your Premises

We insure the contents of your unit and other personal property you own, wear or use, while on your premises (including on-site storage locker), and which is usual to the ownership or maintenance of a dwelling. If you wish, we will include uninsured personal property of others while it is on that portion of your premises which you occupy, but we do not insure property of roomers or boarders who are not related to you.

#### 2. Personal Property Temporarily Away from Your Premises

We insure your personal property which is usually kept throughout the year at your premises while it is temporarily away from your premises anywhere in the world. However, personal property kept at any other location you own, rent or occupy is not insured. If you wish, we will include uninsured personal property belonging to others while it is in your possession or belonging to a residence employee traveling for you.

Personal property kept at any other location you own, rent or occupy is not insured unless it is being kept at that or another location due to an insured loss.

Personal property stored in a warehouse is only insured for thirty (30) days unless the loss or damage is caused by theft. To extend cover in storage for a further period we must be notified in writing and endorse your policy as required.

#### 3. Personal Property Damaged by Change of Temperature

We insure your personal property damaged by change of temperature resulting from physical damage to your rented dwelling or unit or equipment by an Insured Peril. This applies only to personal property kept in the rented dwelling or unit.

#### 4. Moving Your Personal Property to Another Home

We insure your personal property that is being moved from the premises shown in the Coverage Summary to another location within Canada which is to be occupied by you as your principal dwelling. The limit of insurance for Personal Property will be divided between the premises, in transit and at the new location on the basis of the percentage of the total value of the property at your premises, in transit and at the new location. This coverage applies only for a period of 30 days from the date you commenced removal or until your policy term ends, whichever occurs first.

#### 5. Personal Property Not Insured

We do not insure loss or damage to motorized vehicles, trailers and aircraft or their equipment (except for motorized wheelchairs, watercraft, motorized lawn mowers, other gardening equipment, snow blowers or motorized scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability). Equipment includes audio, visual, recording or transmitting equipment powered by the electrical system of a motor vehicle or aircraft.

### SPECIAL LIMITS OF INSURANCE

*Coverage for the following types of personal property is subject to Special Limits of Insurance, which are shown below. These limits are the most we will pay for insured loss or damage in any one occurrence.*

1. **Animals:** Animals, birds and fish up to \$1,000 in all and only if they are kept as household pets.
2. **Boats:** Watercraft, their furnishings, equipment, accessories and motors up to \$1,000 in all.
3. **Business Property:** Books, tools and instruments pertaining to a business, profession or occupation for an amount up to \$2,000 in all, only while on your premises. This applies to all items whether used in whole or in part for business, professional or occupational purposes. Other Business property, including samples and goods held for sale, is not insured.
4. **Cannabis and its accessories:** Cannabis, including cannabis plants either for recreational or medicinal use, in all consumable forms and its accessories up to \$500 in all
5. **Computer Software:** Computer software up to \$1,000 in all. We do not insure the cost of gathering or assembling information or data.
6. **Garden Equipment:** Motorized lawn mowers, other motorized garden equipment, garden tractors and their attachments, or snowblowers, up to \$5,000 in all.
7. **Memorabilia Collections:** Memorabilia collections including sports cards and comic books up to \$2,000 in all
8. **Money/Bullion:** Money or bullion, gold other than goldware, silver other than silverware and platinum up to \$300 in all
9. **Personal Property of a Student:** The Personal Property of a student, insured by the policy, up to \$2,500 while at a residence away from home if the student was there at any time during the 45 days before any loss.
10. **Securities:** Securities (bonds, stocks etc.) up to \$2,000 in all

*The following special limits of insurance do not apply to any claim caused by a Specified Peril:*

11. **Jewellery/Furs:** Jewellery, watches, gems, fur garments and garments trimmed with fur, up to \$2,000 in all
12. **Numismatic Property:** Numismatic Property (such as coin collections and metals) up to \$500 in all
13. **Philatelic Property:** Manuscripts and philatelic property (such as stamp collections) up to \$500 in all

### SPECIFIED PERILS

*Subject to the exclusions and conditions in this policy, Specified Perils means:*

1. fire;
2. lightning;
3. explosion;
4. smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the premises;
5. falling object which strikes the exterior of the building;
6. impact by aircraft or land vehicle;
7. riot;
8. vandalism or malicious acts, not including loss or damage caused by theft or attempted theft;
9. freezing of any part of a plumbing, heating, interior sprinkler or air conditioning system or domestic appliance;
10. rupture of a heating, plumbing, interior sprinkler or air conditioning system or escape of water from such a system, or from a swimming pool or equipment attached, or from a public watermain;
11. windstorm or hail;
12. transportation meaning loss or damage caused by collision, upset, overturn, derailment, stranding or sinking of any automobile or attached trailer in which the insured property is being carried. This would also apply to any conveyance of a common carrier, but does not include loss or damage to property in a vacation or home trailer which you own;

13. weight of ice, snow or sleet;
14. collapse of a building or any part of a building;
15. sudden and accidental damage from artificially generated electrical current.

## COVERAGE D – ADDITIONAL LIVING EXPENSE

The amount of insurance for Coverage D is the total amount for any one or combination of the following coverages. The periods of time stated below are not limited by the expiration of the policy.

### 1. Additional Living Expense

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

### 2. Fair Rental Value

If an Insured Peril makes that part of the rented dwelling, detached private structures or unit rented to others or held for rental by you unfit for occupancy, we insure its Fair Rental Value. Payment shall be for the reasonable time required to repair or replace that part of the rented dwelling, detached private structures or unit rented or held for rental. Fair Rental Value shall not include any expense that does not continue while that part of the rented dwelling, detached private structure or unit rented or held for rental is unfit for occupancy.

If a civil authority prohibits access to your rented dwelling or unit as a direct result of damage to neighboring premises by an Insured Peril under this form, we insure any resulting Additional Living Expense and Fair Rental Value loss for a period not exceeding two weeks.

We do not insure the cancellation of a lease or agreement.

## INSURED PERILS

You are insured against all risks of direct physical loss or damage subject to the exclusions and conditions in this form.

### *We do not insure:*

1. sporting equipment where loss or damage is due to its use;
2. contact lenses unless the loss or damage is caused by a Specified Peril, accident to a land vehicle, watercraft or aircraft, theft or attempted theft;
3. animals, birds, or fish unless loss or damage is caused by a Specified Peril other than impact by aircraft or land vehicle;
4. property at any fairground, exhibition or exposition for the purpose of exhibition;
5. any property illegally acquired, kept, imported, stored or transported;
6. books of account and evidences of debt or title;
7. any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
8. marring or scratching of any property or breakage of eyeglasses, glassware, statuary, marbles, bric-a-brac, chinaware, porcelains or any other fragile or brittle articles unless caused by a Specified Peril, accident to a land vehicle, watercraft or aircraft, or theft or attempted theft;
9. loss or damage resulting from wear and tear, deterioration, defect or mechanical breakdown, rust or corrosion, extremes of temperature, condensation, wet or dry rot or mould, and contamination;
10. the cost of making good faulty material or workmanship;
11. settling, expansion, contraction, moving, bulging, buckling, cracking or the falling of ceiling or wall plaster except resulting damage to building glass;
12. lawns, driveways or items grown for commercial purposes;

### *We do not insure loss or damage:*

13. caused directly or indirectly from the cultivating, harvesting, processing, manufacturing, distribution or sale of any drug or narcotic or illegal substance; this includes any alterations to the premises to facilitate such activity. This exclusion applies regardless of the amount of substance or product, and with or without the knowledge of the Insured however, any dwelling or detached private structure with a total of four or less cannabis plants being grown legally for personal recreational use by the occupying insured or tenant, and this action is allowed by both Federal and Provincial law, those cannabis plants are not considered a drug, narcotic or illegal substance.
14. occurring after your dwelling has, to your knowledge, been vacant for more than 30 days;
15. caused by any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
16. caused by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
17. resulting from any intentional or criminal act or failure to act by:
  - a. any person insured by this policy; or
  - b. any other person at the direction of any person insured by this policy;
18. to personal property undergoing any process or while being worked on, where the damage results from such process or work, but resulting damage to other property is insured;
19. caused by artificially generated electric current, including electric arcing, that disturbs any tubes, transistors or similar electronic components. If loss by fire results, we will pay only for the resulting loss or damage;
20. caused by continuous or repeated seepage or leakage of water or steam from within a plumbing, heating, sprinkler or air conditioning system or domestic appliance;
21. caused by birds, vermin (as defined herein), rodents or insects, except resulting damage to building glass;
22. caused by smoke caused by agricultural smudging or industrial operations;
23. caused by snowslide, earthquake, landslide or any other earth movement. If any of these results in fire or explosion, we will pay only for the resulting loss or damage;
24. caused by theft or attempted theft of property in or from a dwelling under construction or of materials and supplies for use in the construction until the dwelling is completed and occupied;
25. caused by theft or attempted theft by any tenant, members of a tenant's household or employees of the tenant. "Tenant" includes any person who has your permission to occupy your dwelling or any part of it;
26. to satellite receivers greater than 36" in diameter, and their attachments caused by windstorm or hail, weight of ice, snow or sleet, or collapse;
27. caused by vandalism or malicious acts or glass breakage occurring while your dwelling is under construction or vacant even if permission for construction or vacancy has been given by us;
28. caused by flood, overland water, surface water, spray, ice or water-borne objects, all whether driven by wind or not, unless the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached;
29. caused by rupture or bursting, backing up or escape of water from a sewer or drain, sump, septic tank, eaves trough or downspout, unless the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached;
30. caused by seepage or leakage of water. This includes, but is not limited to, water entering through sidewalks, driveways, foundations, walls, basement or other floors or through doors, windows or any other openings; however you will still be insured if the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached;

31. caused by accidental discharge or overflow of water or steam from within a plumbing, heating, sprinkler or air conditioning system, domestic appliance, waterbed, aquarium, swimming pools or equipment attached and public watermains occurring while your dwelling is under construction or vacant even if permission for construction or vacancy has been given by us;
32. caused by sudden or accidental bursting, tearing apart, cracking, burning or bulging due to pressure of water or steam, or lack of water or steam, in a plumbing, heating, sprinkler or air conditioning system or appliance for heating water, occurring while your dwelling is under construction or vacant even if permission for construction or vacancy has been given by us;
33. to an outdoor swimming pool, outdoor hot tub or similar installation or equipment attached or a public watermain, caused by water escape, rupture or freezing;
34. caused by freezing of a plumbing, heating, sprinkler or air conditioning system or domestic appliance unless it happens within a building heated during the usual heating season and you have not been away from your premises for more than four consecutive days; however you will still be insured if:
  - a. you had arranged for a competent person to enter your dwelling daily to ensure that heating was being maintained; or
  - b. you had shut off the water supply and had drained all the pipes and appliances; or
  - c. you have a 24 hour a day monitored building temperature alarm installed and maintained. (Any disconnection of the alarm or cancellation of the monitoring service will void this provision)

If the loss or damage occurs while your building is under construction or vacant, you would not be insured, even if permission for construction or vacancy has been given by us;
35. caused by or resulting from freezing, thawing, or pressure or weight of water, ice, snow or sleet, whether driven by wind or not, to any fence, patio, pavement, swimming pool or attached equipment, public water main, foundation, retaining wall, bulkhead, pier, wharf or dock.
36. caused by the entrance of water through any roof unless:
  - a. through an aperture concurrently and directly caused by a peril not otherwise excluded; or
  - b. due to the accumulation of ice or snow on the exterior of the roof or eaves trough.
37. caused by domestic animals and/or pets of any kind:
  - a. owned by you;
  - b. in your care, custody or control;
  - c. owned by or in the care, custody or control of anyone residing in your dwelling
38. caused directly or indirectly, in whole or in part, by Terrorism or by any activity or decision of a government, 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.

## **ADDITIONAL COVERAGES**

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The following coverages are included under the Tenants Package Comprehensive Form 1123:

### **CONVICTION REWARD**

We will pay \$1,000 for information which leads to a conviction for arson, theft, robbery or burglary in connection with a fire loss to property insured by this policy. This coverage may increase the amount otherwise applicable. The \$1,000 limit will not be increased regardless of the number of people giving information.

No deductible applies to this coverage.

### **CREDIT CARD, FUND TRANSFER CARD, FORGERY AND COUNTERFEIT MONEY**

*We will pay up to \$1,000 for:*

1. your legal obligation to pay because of theft or unauthorized use of credit cards issued to you or registered in your name;
2. loss caused by theft of your fund transfer cards;
3. loss caused by forgery or alteration of any cheque or negotiable instrument; and
4. loss sustained through acceptance in good faith of counterfeit Canadian or United States paper currency.

*We do not pay for loss:*

- a. unless you have complied with all the conditions under which the cards have been issued;
- b. caused by the use of your cards by a resident of your household or by a person to whom cards have been entrusted.

At our option and expense we may defend any claim against you under (1), (2) and (3).

No deductible applies to this coverage.

### **DAMAGE TO DWELLING**

If you are a tenant, you may apply up to \$500 of your Personal Property insurance to pay for damage, not including fire damage:

1. to the dwelling directly caused by theft or attempted theft;
2. to the interior of the dwelling directly caused by vandalism or malicious acts.

### **FIRE DEPARTMENT CHARGES**

We will pay up to \$1,000, or such other amount as may be specified on the Coverage Summary page for your liability for Fire Department charges incurred when a Fire Department is called to save or protect property insured by this policy from an insured peril.

No deductible applies to this coverage.

### **FREEZER FOODS**

We insure foodstuffs up to \$2,000 in all, but only while contained in a food freezer located within the dwelling or detached private structure and only for loss by spoilage caused by an outside power failure or mechanical or electrical breakdown of the freezer unit.

This coverage limit also includes loss or damage to the freezer itself resulting from spoilage of the foods contained within.

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

1. improper or faulty wrapping, packing or handling;
2. inherent vice or natural spoilage;

## IDENTITY FRAUD EXPENSE ENDORSEMENT

Identity Fraud Expense coverage provides coverage against Identity Fraud Expenses you may incur as a result of the fraudulent use of your identity. This coverage is included in your policy as an Additional Coverage at no additional cost. This coverage reimburses you for expenses you incur while dealing with your identity fraud claim up to a 15,000 limit.

The above included limit is a maximum aggregate amount payable in any one insurance contract period regardless of the number of acts of identity fraud claims made or of the number of insureds affected.

### Insuring Agreement

If you hold a policy that qualifies for the Identity Fraud Expense Endorsement, we agree that coverage is extended to include reimbursement of cost you actually incur resulting from Identity Fraud as defined and limited herein.

### Coverage

We reimburse the following costs incurred directly and solely as a result of the fraudulent use of your identity;

- telephone expenses for calls to businesses, law enforcement agencies, financial institutions or similar credit grantors, and credit agencies;
- the loan application fees for re-applying for loan(s) due to the rejection of the original application because the lender received incorrect credit information;
- the reasonable lawyer fees incurred, with prior notice to and approval by us, for:
- your defense against any suit(s) brought against you by businesses or their collection agencies.
- the removal of any criminal or civil judgments wrongly entered against you; or
- any challenge to the information in your consumer credit report.
- the reasonable costs or expenses (including mileage, associated parking costs, taxi cab fees or public transit fees) incurred for notarizing affidavits or similar documents for law enforcement agencies, financial institutions or similar credit grantors, and credit agencies;
- the costs for sending certified mail to law enforcement agencies, financial institutions or similar credit grantors, and credit agencies;
- your loss of earnings by you as a result of time off from work to complete fraud affidavits, meet with law enforcement agencies, credit agencies, merchants, or legal counsel;
- reasonable costs of obtaining up to two credit reports after an Identity Fraud Occurrence has been reported to us, for a period of up to 12 months from the date of the reporting of the occurrence, but not limited by the expiry date of the policy.

### Conditions

**Notice:** The insured must report their Identity Theft to the police authorities immediately after his/her cognizance and the police authorities must open up an inquiry. The police report and the inquiry number must be provided to Portage Mutual.

All costs incurred which are submitted for payment under this endorsement must be directly and solely as a result of the fraudulent use of your credit or identity, and/or the process subsequently required to restore your credit history or to contact merchants, financial institutions, or similar credit grantors and credit agencies relating to the theft of your identity or to a fraud perpetrated against you. Under no circumstances shall Portage Mutual Insurance be required to pay more than the maximum specified limits laid out in this endorsement. The insured is responsible for any excess costs of the lawyer retained by him/her and in such cases the insured is responsible to make an agreement directly with the lawyer and shall remain solely responsible for any costs exceeding the maximum amounts provided in this endorsement.

No deductible applies to this coverage.

### Loss or Damage Not Insured

#### ***We do not insure:***

1. Any losses already covered under the "Credit Card, Forgery and Counterfeit Money" extension under your policy.
2. Any losses covered by credit card insurance, bank/credit union insurance or any other coverage provided to you. Other insurance will be considered primary and this endorsement will apply only after these other coverages or programs have been exhausted;
3. Any losses resulting from your non-compliance with the terms and rules to be adhered to with the issuance of any bank card or credit card including secure storage of PINs(Personal Identification Numbers) and personal information;

#### ***Nor do we insure direct or indirect loss or damage, in whole or in part:***

4. caused by or arising out of your fraudulent, dishonest or criminal acts;
5. caused by or arising out of your business pursuits;
6. caused by or arising out of your own use of your identity;
7. caused by or arising out of your intentional misuse of your identity. This coverage is subject to all other provisions, conditions, definitions, limitations and exclusions of your policy.

### MASTER KEY/LOCK REPAIR AND REPLACEMENT:

We will pay up to \$500 to replace or rekey, at our option, the locks on the insured premises if your keys are stolen, provided the theft is reported to the police or law enforcement agency having jurisdiction at the location of the theft.

No deductible applies to this coverage.

### TENANTS IMPROVEMENTS AND BETTERMENTS

If you are a tenant we also insure improvements and betterments made by you or acquired at your expense, including:

1. any building, structure or swimming pool on the premises.
2. materials and supplies on the premises for use in such improvements or betterments.

If you are a tenant, payment under this coverage reduces the Coverage C amount of insurance by the sum paid.

## **BASIS OF CLAIM PAYMENT**

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### **WHEN COVERAGE APPLIES**

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

### **DEDUCTIBLE**

We are responsible only for the amount by which the loss or damage caused by any of the insured perils exceeds the amount of the Deductible shown on the Coverage Summary Page(s) in any one occurrence.

If your claim involves personal property on which the special limits of insurance apply, the limitations apply to the losses exceeding the deductible amount.

### **INSURANCE UNDER MORE THAN ONE POLICY**

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

### **SUBROGATION**

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

### **PERSONAL PROPERTY**

We will pay the Actual Cash Value of the damage up to the applicable amount of insurance.

### **ACTUAL CASH VALUE**

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

### **SPECIAL LIMITS ON PERSONAL PROPERTY**

Special limits of insurance apply to specific classes of Personal Property. These Special Limits may be expressed separately on individual coverages provided in this form or on other policies. These Special Limits are not cumulative and only one per specified class of personal property will be applied to each loss occurrence.

### **IMPROVEMENTS AND BETTERMENTS**

If you are a tenant, and within a reasonable time after damage, you replace or repair loss or damage to your improvements or betterments with materials of similar quality, we will pay the actual cost of repairs or replacement (whichever is less) without deduction for depreciation.

If loss or damage is not replaced or repaired within a reasonable time, we will pay the Actual Cash Value of the loss or damage at the date of the occurrence.

### **OBSOLESCENCE**

We will not pay for increased costs that result when you cannot repair or replace your property because material or parts are unavailable, obsolete or outmoded. We will pay only the cost that would have been required if material or parts were available. We will pay on the basis of the last known cost of materials or parts.

### **LOSS TO A PAIR OR SET**

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

### **LOSS TO PARTS**

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



# FIRE AND EXTENDED COVERAGE – FORM 0202

## NAMED PERILS BUILDING(S) AND CONTENTS

The following described coverages are applicable to Fire and Extended Coverage on:

- Basic Residential and / or Contents
- Seasonal Residence / Contents; and

## COVERAGES

**Amounts of Insurance:** The amounts of insurance are shown on the Coverage Summary page. Amounts of insurance are scheduled separately for building, outbuildings and contents and are shown accordingly on your Coverage Summary page.

**Debris Removal:** The amount of insurance shown on the Coverage Summary page for Building coverage includes the cost of removing debris caused by loss or damage to property insured by this policy as a result of an Insured Peril. If you must remove insured property from your premises to protect it from loss or damage, it is insured by this form for 30 days or until your policy term ends – whichever occurs first. The amount of insurance will be divided in the proportions that the value of the property removed bears to the value of all property at the time of loss.

**Fire Department Charges:** If there is an agreement with a fire department outside the municipality where your premises are located, we will reimburse you for up to \$1,000 (without deductible) if that fire department charges for attending your premises because of an insured peril.

## DWELLING BUILDING

**We insure:**

1. The dwelling and attached structures.
2. Permanently installed outdoor equipment on the premises, including fences within 75 meters (250 ft.) of the dwelling building, used principally for the service of the dwelling.
3. Outdoor swimming pool and attached equipment on the premises.
4. Materials and supplies located on or adjacent to the premises intended for use in construction, alteration or repair of your dwelling or private structures on the premises.

## OPTIONAL COVERAGE EXTENSIONS – DWELLING BUILDING

**The following extensions are available without increasing the amount of insurance on the Coverage Summary page. You may apply up to 10% of the amount of insurance on the dwelling to insure each of the following:**

1. **Building Fixtures and Fittings:** Temporarily removed from the premises for repair or seasonal storage.
2. **Detached Private Structures:** We insure private structures or buildings separated from the dwelling by a clear space, on your premises but not insured under Coverage A. If they are connected to the dwelling by a fence, utility line or similar connection only, they are considered to be a detached structure. If you have more than one detached structure, the amount of insurance will be divided in the proportions that the value of each structure has to the value of all such structures at the time of loss. We do not insure private structures used in whole or in part or designed for residential, business or agricultural purposes whether occupied, unoccupied or vacant regardless of their current use unless otherwise endorsed in this form. We do not insure detached buildings or structures where the wall(s) or roof construction consists of tarp, polyethylene or similar covering.

**The following extension does not apply to a seasonal residence:**

3. **Fair Rental Value:** If an Insured Peril makes that part of the dwelling, or detached private structures rented to others or held for rental by you unfit for occupancy, we insure its Fair Rental Value. Payment shall be for the reasonable time required to repair or replace that part of the dwelling or detached private structures rented or held for rental. Fair Rental Value shall not include any expense that does not continue while that part of the dwelling, or detached private structure rented or held for rental is unfit for occupancy.

## PERSONAL PROPERTY

We insure the contents of your dwelling and other personal property you own, wear or use, while on your premises, which is usual to the ownership or maintenance of a dwelling. If you do not own the dwelling, we also insure dwelling improvements and betterments made by you or acquired at your expense.

We do not insure loss or damage to motorized vehicles, trailers and aircraft or the equipment of either (except for motorized wheelchairs, watercraft, motorized lawn mowers, other gardening equipment or snow blowers or motorized scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability). Equipment includes audio, visual, recording or transmitting equipment powered by the electrical system of a motor vehicle or aircraft.

## OPTIONAL COVERAGE EXTENSIONS – PERSONAL PROPERTY

**The following extensions are available without increasing the amount of insurance on the Coverage Summary page. You may apply up to 10% of the amount of insurance on your personal property to insure each of the following:**

1. If you wish, we will include uninsured personal property of others while it is on that portion of your premises which you occupy, but we do not insure property of roomers or boarders who are not related to you.

**The following extensions of coverage do not apply to the Personal Property of a Seasonal Dwelling:**

2. **Personal Property Away from Premises:** Your personal property which is usually kept throughout the year at your premises, excluding watercraft, while temporarily removed from the premises anywhere in Canada or in the Continental United States of America. We do not insure personal property kept at any other location you own, rent or occupy, nor do we insure personal property stored in a warehouse.
3. **Additional Living Expense:** Any necessary increase in living expenses, including moving expenses incurred by you, so that your household can maintain its normal standard of living, if an insured peril makes the dwelling unfit for occupancy, or you have to move out while repairs are being made. Payment shall be for the reasonable time required to repair or rebuild your dwelling or, if you permanently relocate, the reasonable time required for your household to settle elsewhere.

If a civil authority prohibits access to your dwelling as a direct result of damage to neighboring premises by an Insured Peril under this form, we insure any resulting Additional Living Expense for a period not exceeding two weeks.

We do not insure the cancellation of a lease or agreement.

## SPECIAL LIMITS OF INSURANCE

Coverage for the following types of personal property is subject to Special Limits of Insurance, which are shown below. These limits are the most we will pay for insured loss or damage in any one occurrence.

1. **Animals:** Animals, birds and fish up to \$1,000. in all and only if they are kept as household pets.
2. **Boats:** Watercraft, their furnishings, equipment, accessories and motors up to \$1,000. in all;
3. **Business Property:** Books, tools and instruments pertaining to a business, profession or occupation for an amount up to \$2,000. in all, but only while on your premises. This applies to all items whether used in whole or in part for business, professional or occupational purposes. Other business property, including samples and goods held for sale, is not insured;
4. **Cannabis and its accessories:** Cannabis, including cannabis plants either for recreational or medicinal use, in all consumable forms and its accessories up to \$500 in all
5. **Computer Software:** Computer Software up to \$1,000. in all. We do not insure the cost of gathering or assembling information or data;
6. **Garden Equipment:** Motorized lawn mowers, other motorized gardening equipment or snow blowers, up to \$5,000. in all.

## INSURED PERILS

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You are insured against direct loss or damage caused by the following perils as described and limited:

1. **Fire or Lightning.**
2. **Explosion:** This peril does not include water hammer.
3. **Smoke:** This peril means smoke due to a sudden, unusual or faulty operation of any heating or cooking unit in or on the premises, but not smoke from fireplaces.
4. **Falling Object:** This peril means a falling object which strikes the exterior of a building but not objects which strike the building because of snowslide, landslide or other earth movement.
5. **Impact by Aircraft, Spacecraft or Land Vehicle:** Animals are not insured under this peril.
6. **Riot.**
7. **Water Escape, Rupture, Freezing:** This peril means;
  - a. accidental discharge or overflow of water or steam from within a plumbing, heating, interior sprinkler or air conditioning system, domestic appliance, swimming pool or equipment attached and public watermains;
  - b. sudden or accidental bursting, tearing apart, cracking, burning or bulging due to pressure of water or steam, or lack of water or steam, in a plumbing, heating, interior sprinkler or air conditioning system or appliance for heating water;
  - c. freezing of any part of a plumbing, heating, sprinkler or air conditioning system or domestic appliance within a building heated during the usual heating season.This peril does not include damage:
  - d. caused by continuous or repeated seepage or leakage;
  - e. caused by backing up or escape of water from a sewer;
  - f. caused by flood or overland water;
  - g. to the system or appliance caused by rust or corrosion;
  - h. to public watermains, outdoor swimming pools, outdoor hot tubs or similar installations or equipment attached;
  - i. occurring while the building is under construction or vacant even if we have given permission for construction or vacancy.
  - j. caused by freezing which occurs during the usual heating season and you have been away from your premises for more than four consecutive days. However, if you had arranged for a competent person to enter your dwelling daily to ensure that heating was being maintained or if you had shut off the water supply and had drained all the pipes and appliances you would still be insured.A plumbing system under this peril does not include sewers, sumps, septic tanks, eaves troughs and downspouts.

We will repair or replace any part of the building that must be removed or torn apart before any insured damage can be repaired, except damage related to an outdoor swimming pool or equipment attached, or public watermains.
8. **Windstorm or Hail:** This peril does not include loss or damage to the interior of a building or your personal property within a building caused by windstorm, hail or coincidental rain damage, unless the storm first creates an opening in the building. Any watercraft you own are insured up to \$1,000. if they were inside a fully enclosed building at the time of loss. Canoes and rowboats are insured while in the open.

This peril does not include:

  - a. damage to fences;
  - b. damage to outdoor radio and TV antennae (including Satellite receivers) and their attachments;
  - c. damage due to weight or pressure or melting of ice or snow, waves, floods whether driven by wind or not;
  - d. any dent damage to the outer metal cover of any mobile home, caused by windstorm and/or hail, unless the metal cover is punctured (pierced to make an opening in the metal roofing or siding).
9. **Vandalism or Malicious Acts:** Does not apply to any Seasonal Dwelling or Contents.

This peril does not include loss or damage:

  - a. occurring while the building is under construction or vacant even if permission for construction or vacancy has been given by us;
  - b. caused by you, any tenant, employee or member of the tenant's household;
  - c. caused by theft or attempted theft;
  - d. to glass which forms part of a building.

## LOSS OR DAMAGE NOT INSURED

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We do not insure:

1. loss or damage caused directly or indirectly from the cultivating, harvesting, processing, manufacturing, distribution or sale of any drug or narcotic or illegal substance; this includes any alterations to the premises to facilitate such activity. This exclusion applies regardless of the amount of substance or product, and with or without the knowledge of the Insured however, any dwelling or detached private structure with a total of four or less cannabis plants being grown legally for personal recreational use by the occupying insured or tenant, and this action is allowed by both Federal and Provincial law, those cannabis plants are not considered a drug, narcotic or illegal substance.
2. loss or damage occurring after your dwelling has, to your knowledge, been vacant for more than 30 days;
3. loss or damage caused by any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
4. loss or damage caused by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
5. buildings or structures used in whole or part for business or agricultural purposes unless shown on the Coverage Summary page;

6. losses or increased costs of repair due to the operation of any law regulating the zoning, demolition, repair or construction of buildings and their related services;
7. loss or damage resulting from any intentional or criminal act or failure to act by:
  - a. any person insured by this policy; or
  - b. any other person at the direction of any person insured by this policy;
8. loss or damage to personal property undergoing any process, including a process involving the application of heat, or while being worked on, where the damage results from such process or work, but resulting damage to other property is insured;
9. loss of or damage to any property illegally acquired, imported, kept, stored or transported;
10. loss of or damage to books of account and evidences of debt or title;
11. loss of or damage to any property lawfully seized or confiscated unless such property is destroyed to prevent spread of fire;
12. money, bullion and securities, except as insured in the Optional Burglary and Robbery Extension;
13. lawns, driveways and outdoor trees, shrubs and plants;
14. loss or damage caused by snowslide, earthquake, landslide or any other earth movement. If any of these results in fire or explosion, we will pay only for the resulting loss or damage.
15. caused by domestic animals and/or pets of any kind:
  - a. owned by you;
  - b. in your care, custody or control;
  - c. owned by or in the care, custody or control of anyone residing in your dwelling
16. caused directly or indirectly, in whole or in part, by Terrorism or by any activity or decision of a government, 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.

## SEASONAL RESIDENCE EXTENSIONS

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### VANDALISM OR MALICIOUS ACTS – FORM 0079

If the Coverage Summary page indicates that Vandalism and Malicious Acts is included, the following perils and limitations apply:

***We insure Vandalism or Malicious Acts:***

This peril does not include loss or damage:

- a. occurring while the building is under construction or vacant even if permission for construction or vacancy has been given by us;
- b. caused by you;
- c. caused by any tenant, employee or member of the tenant's household if the part of the dwelling containing the property insured normally occupied by you is rented to others;
- d. to glass which forms part of the building;
- e. loss or damage caused by theft, burglary or pilferage or attempted theft, burglary or pilferage.

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

### BURGLARY AND ROBBERY – FORM 0736

If the Coverage Summary page indicates that the Burglary and Robbery Extension is included under Seasonal Residence coverage, the following perils and limitations apply:

***We insure:***

1. **Burglary:** This peril means the theft of personal property from the premises following illegal and forcible entry or exit, leaving visible marks at the point of forced entry or exit. We will pay up to \$500. of the amount of insurance on your personal property for damage to the building caused by burglary.
2. **Robbery:** This peril means theft by violence or threat of violence to any person.

***These perils do not include loss or damage:***

- a. of animals, birds or fish;
- b. occurring while the building is under construction or vacant even if permission for construction or vacancy has been given by us;
- c. caused by any tenant, employee or member of the tenant's household if the part of the dwelling containing the property insured normally occupied by you is rented to others;

### Special Limits of Insurance

Coverage for the following types of personal property is subject to Special Limits of Insurance, which are shown below. These limits are the most we will pay for insured loss or damage in any one occurrence.

1. **Jewellery/Furs:** Jewellery, watches, gems fur garments and garments trimmed with fur, up to \$2,000. in all;
2. **Money/Bullion:** Money or bullion, gold other than goldware, silver other than silverware and platinum up to \$300. in all;
3. **Numismatic Property:** Numismatic property (such as coin collections) up to \$500. in all;
4. **Philatelic Property:** Manuscripts, stamps and philatelic property (such as stamp collections) up to \$500. in all;
5. **Securities:** Securities, memorabilia collections (such as sports cards or comic books) up to \$2,000. in all.

### HOUSEHOLDERS FLOATER – FORM 7806

If the Coverage Summary indicates form 7806, Householders Floater applies the coverage for Personal Property under form 0202 Fire and Extended Coverage is expanded as follows:

#### Additional Insured Perils

10. **Theft, Including Damage Caused by Attempted Theft:** This peril does not include loss or damage:
  - a. which happens at any other premises which you own, rent or occupy, except while you are temporarily living there;
  - b. caused by any tenant, employee or member of the tenant's household if the part of the dwelling containing the property insured normally occupied by you is rented to others;
  - c. of animals, birds or fish;
  - d. caused by theft or attempted theft of property in or from a dwelling under construction or of materials and supplies for use in the construction until the building is completed and ready to be occupied.

The following special limits of insurance apply if the items described below are stolen:

**We insure:**

1. **Jewellery/Furs:** Jewellery, watches, gems, fur garments and garments trimmed with fur, up to \$2,000. in all;
2. **Money/Bullion:** Money or bullion, gold other than goldware, silver other than silverware and platinum up to \$300. in all;
3. **Numismatic Property:** Numismatic property (such as coin collections) up to \$500. in all;
4. **Philatelic Property:** Manuscripts, stamps and philatelic property (such as stamp collections) up to \$500. in all;
5. **Securities:** Securities, memorabilia collections (such as sports cards or comic books) up to \$2,000. in all;

**Optional Extension**

At the option of the Insured, not exceeding \$500 of the limit of insurance may be applied to insure damage (except by fire) to the premises, directly caused by theft or attempt thereat, and for damage to the interior of that part of any building occupied by the Insured at the premises caused by vandalism or malicious acts. Coverage under this floater is subject to all other terms and conditions of form 0202 which it extends.

All statutory and additional conditions of the policy also apply to this endorsement.

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**BASIS OF CLAIM PAYMENT**

**WHEN COVERAGE APPLIES**

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

**DEDUCTIBLE**

We are responsible only for the amount by which the loss or damage caused by any of the insured perils exceeds the amount of the Deductible shown on the Coverage Summary Page(s) in any one occurrence.

If your claim involves personal property on which the special limits of insurance apply, the limitations apply to the losses exceeding the deductible amount.

**INSURANCE UNDER MORE THAN ONE POLICY**

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

**SUBROGATION**

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

**DWELLING BUILDING AND DETACHED STRUCTURES**

If you repair or replace the damaged or destroyed building on the same location with a building of the same occupancy constructed of materials of similar quality within a reasonable time after the damage, you may choose as the basis of loss settlement either (A) or (B) below; otherwise, settlement will be as in (B).

- A. The cost of repairs or replacement (whichever is less) without deduction for depreciation, in which case we will pay in the proportion that the applicable amount of insurance bears to 80% of the Replacement Cost of the damaged building at the date of damage, but not exceeding the actual cost incurred.
- B. The Actual Cash Value of the damage at the date of the occurrence.

In determining the cost of repairs or replacement under (A) or the amount payable under (B) above, we will not pay or include the increased cost of repair or replacement due to the operation of any law regulating the zoning, demolition, repair or construction of buildings and their related services.

**PERSONAL PROPERTY**

We will pay the Actual Cash Value of the damage up to the applicable amount of insurance.

**ACTUAL CASH VALUE**

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

**SPECIAL LIMITS ON PERSONAL PROPERTY**

Special limits of insurance apply to specific classes of Personal Property. These Special Limits may be expressed separately on individual coverages provided in this form or on other policies. These Special Limits are not cumulative and only one per specified class of personal property will be applied to each loss occurrence.

**OBSOLESCENCE**

We will not pay for increased costs that result when you cannot repair or replace your property because material or parts are unavailable, obsolete or outmoded. We will pay only the cost that would have been required if material or parts were available. We will pay on the basis of the last known cost of materials or parts.

**LOSS TO A PAIR OR SET**

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

**LOSS TO PARTS**

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

**SEASONAL DWELLING – FIRE AND EXTENDED COVERAGE**

We will pay the Actual Cash Value of insured loss or damage up to your financial interest in the property but not exceeding the applicable amount(s) of insurance for any loss or damage arising out of one occurrence.

# SEASONAL HOMEOWNERS COMPREHENSIVE FORM – FORM 1010

## ALL PERILS BUILDING(S) AND CONTENTS

### DEFINITION AMENDMENT

The definition of "Dwelling" in the Definitions section as it is referred to under Form 1010 is amended to read as follows:

"Dwelling" means the building described on the Coverage Summary Page, occupied by you as a private secondary or seasonal residence.

### COVERAGE A – DWELLING BUILDING

**We insure:**

1. The dwelling and attached structures.
2. Permanently installed outdoor equipment on the premises, including fences within 75 meters (250 ft.) of the dwelling building, used principally for the service of the dwelling.
3. Outdoor swimming pool and attached equipment on the premises.
4. Materials and supplies located on or adjacent to the premises intended for use in construction, alteration or repair of your dwelling or private structures on the premises, other than private structures to be used in whole or in part for business or agricultural purposes. We insure against the peril of theft only when your dwelling is completed and occupied.

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

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

### COVERAGE B – DETACHED PRIVATE STRUCTURES

We insure private structures or buildings separated from the dwelling by a clear space, on your premises but not insured under Coverage A. If they are connected to the dwelling by a fence, utility line or similar connection only, they are considered to be a detached structure. We also insure bunk houses, boathouses, boatlifts, docks, piers, wharves and swimming rafts while on your premises as well as those located elsewhere in the same resort area.

If you have more than one detached structure, the amount of insurance will be divided in the proportions that the value of each structure has to the value of all such structures at the time of loss.

We do not insure private structures used in whole or in part or designed for residential, business or agricultural purposes whether occupied, unoccupied or vacant regardless of their current use unless otherwise endorsed in this form. We do not insure detached buildings or structures where the wall(s) or roof construction consists of tarp, polyethylene or similar covering.

### COVERAGE C – PERSONAL PROPERTY

**We insure:**

**1. Personal Property on Your Premises**

We insure the contents of your dwelling and other personal property you own, wear or use, while on the premises, which is usual to the ownership or maintenance of a dwelling and usually kept at the premises throughout the year.

Personal property usually kept throughout the year at any other location you own, rent or occupy is not insured.

If you wish, you may apply up to \$2,000 of the amount of insurance on your personal property to property of others while it is on that portion of your premises that you occupy.

We do not insure property of roomers or boarders who are not related to you.

**2. Personal Property Temporarily Away from Your Premises**

You may apply up to 20% of the amount of insurance on your personal property to cover your personal property while it is temporarily away from your premises anywhere in the world.

We do not insure personal property usually kept at any other location you own, rent or occupy.

Personal property removed from your premises for storage is covered for 30 consecutive days only. Personal property stored in a warehouse is only insured against the peril of theft.

**3. Personal Property Damaged by Change of Temperature**

We insure your personal property damaged by change of temperature resulting from physical damage to your dwelling, unit, or equipment by an Insured Peril. This applies only to personal property kept in the dwelling or unit.

**4. Moving Your Personal Property to Another Home**

We insure your personal property that is being moved from the premises shown in the Coverage Summary to another location within Canada which is to be occupied by you as your seasonal dwelling. The limit of insurance for Personal Property will be divided between the premises, in transit and at the new location on the basis of the percentage of the total value of the property at your seasonal dwelling, in transit and at the new location. This coverage applies only for a period of 30 days from the date you commenced removal or until your policy term ends, whichever occurs first.

**5. Personal Property Not Insured**

We do not insure loss or damage to motorized vehicles, trailers, and aircraft or their equipment (except for motorized wheelchairs, watercraft, motorized lawn mowers, other gardening equipment, snow blowers or motorized scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability). Equipment includes audio, visual, recording or transmitting equipment powered by the electrical system of a motor vehicle or aircraft.

### SPECIAL LIMITS OF INSURANCE

**Coverage for the following types of personal property is subject to Special Limits of Insurance, which are shown below. These limits are the most we will pay for insured loss or damage in any one occurrence.**

1. **Animals:** Animals, birds and fish up to \$1,000 in all and only if they are kept as household pets.

2. **Boats:** Watercraft, their furnishings, equipment, accessories and motors up to \$1,000 in all.
3. **Business Property:** Books, tools and instruments pertaining to a business, profession or occupation for an amount up to \$2,000 in all, only while on your premises. This applies to all items whether used in whole or in part for business, professional or occupational purposes. Other Business property, including samples and goods held for sale, is not insured.
4. **Cannabis and its accessories:** Cannabis, including cannabis plants either for recreational or medicinal use, in all consumable forms and its accessories up to \$500 in all
5. **Computer Software:** Computer software up to \$1,000 in all. We do not insure the cost of gathering or assembling information or data.
6. **Garden Equipment:** Motorized lawn mowers, other motorized garden equipment, garden tractors and their attachments, or snowblowers, up to \$5,000 in all.
7. **Memorabilia Collections:** Memorabilia collections including sports cards and comic books up to \$2,000 in all
8. **Money/Bullion:** Money or bullion, gold other than goldware, silver other than silverware and platinum up to \$500 in all
9. **Personal Property of a Student:** The Personal Property of a student, insured by the policy, up to \$2,500 while at a residence away from home if the student was there at any time during the 45 days before any loss.
10. **Securities:** Securities (bonds, stocks etc.) up to \$2,000 in all

**The following special limits of insurance do not apply to any claim caused by a Specified Peril:**

11. **Jewellery/Furs:** Jewellery, watches, gems, fur garments and garments trimmed with fur, up to \$2,000 in all
12. **Numismatic Property:** Numismatic Property (such as coin collections and metals) up to \$500 in all
13. **Philatelic Property:** Manuscripts and philatelic property (such as stamp collections) up to \$500 in all

## SPECIFIED PERILS

**Subject to the exclusions and conditions in this policy, Specified Perils means:**

1. fire;
2. lightning;
3. explosion;
4. smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the premises;
5. falling object which strikes the exterior of the building;
6. impact by aircraft or land vehicle;
7. riot;
8. vandalism or malicious acts, not including loss or damage caused by theft or attempted theft;
9. freezing of any part of a plumbing, heating, interior sprinkler or air conditioning system or domestic appliance;
10. rupture of a heating, plumbing, interior sprinkler or air conditioning system or escape of water from such a system, or from a swimming pool or equipment attached, or from a public watermain;
11. windstorm or hail;
12. transportation meaning loss or damage caused by collision, upset, overturn, derailment, stranding or sinking of any automobile or attached trailer in which the insured property is being carried. This would also apply to any conveyance of a common carrier, but does not include loss or damage to property in a vacation or home trailer which you own;
13. weight of ice, snow or sleet;
14. collapse of a building or any part of a building;
15. sudden and accidental damage from artificially generated electrical current;
16. damage by bears.

## COVERAGE D – ADDITIONAL LIVING EXPENSE

The amount of insurance for Coverage D is the total amount for any one or combination of the following coverages. The periods of time stated below are not limited by the expiration of the policy.

### 1. Additional Living Expense

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

### 2. Fair Rental Value

Under Form 1010, Fair Rental Value coverage only applies if, at the time of the loss, the dwelling was rented to others or you had an agreement for its rental to others.

If an Insured Peril makes that part of the dwelling or detached private structures rented to others or held for rental by you unfit for occupancy, we insure its Fair Rental Value. Payment shall be for the reasonable time required to repair or replace that part of the dwelling or detached private structures rented or held for rental. Fair Rental Value shall not include any expense that does not continue while that part of the dwelling or detached private structure rented or held for rental is unfit for occupancy.

If a civil authority prohibits access to your dwelling as a direct result of damage to neighboring premises by an Insured Peril under this form, we insure any resulting Additional Living Expense and Fair Rental Value loss for a period not exceeding two weeks.

We do not insure the cancellation of a lease or agreement.

## INSURED PERILS

You are insured against all risks of direct physical loss or damage subject to the exclusions and conditions in this form.

**We do not insure:**

1. buildings or structures used in whole or in part for any business or agricultural purpose unless declared on the Coverage Summary page;
2. sporting equipment where loss or damage is due to its use;
3. contact lenses unless the loss or damage is caused by a Specified Peril, accident to a land vehicle, watercraft or aircraft, theft or attempted theft;
4. animals, birds, or fish unless loss or damage is caused by a Specified Peril other than impact by aircraft or land vehicle;
5. property at any fairground, exhibition or exposition for the purpose of exhibition;
6. any property illegally acquired, kept, imported, stored or transported;
7. books of account and evidences of debt or title;
8. any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;

9. losses or increased costs of repair due to operation of any law regulating the zoning, demolition, repair or construction of buildings and their related services;
10. marring or scratching of any property or breakage of eyeglasses, glassware, statuary, marbles, bric-a-brac, chinaware, porcelains or any other fragile or brittle articles unless caused by a Specified Peril, accident to a land vehicle, watercraft or aircraft, or theft or attempted theft;
11. loss or damage resulting from wear and tear, deterioration, defect or mechanical breakdown, rust or corrosion, extremes of temperature, condensation, wet or dry rot or mould, and contamination;
12. the cost of making good faulty material or workmanship;
13. settling, expansion, contraction, moving, bulging, buckling, cracking or the falling of ceiling or wall plaster except resulting damage to building glass;
14. lawns, driveways or items grown for commercial purposes;
15. outdoor trees, shrubs and plants except as shown under Additional Coverages;

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

16. caused directly or indirectly from the cultivating, harvesting, processing, manufacturing, distribution or sale of any drug or narcotic or illegal substance; this includes any alterations to the premises to facilitate such activity. This exclusion applies regardless of the amount of substance or product, and with or without the knowledge of the Insured however, any dwelling or detached private structure with a total of four or less cannabis plants being grown legally for personal recreational use by the occupying insured or tenant, and this action is allowed by both Federal and Provincial law, those cannabis plants are not considered a drug, narcotic or illegal substance.
17. occurring after your dwelling has, to your knowledge, been vacant for more than 30 days;
18. caused by any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
19. caused by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
20. resulting from any intentional or criminal act or failure to act by:
  - a. any person insured by this policy; or
  - b. any other person at the direction of any person insured by this policy;
21. to personal property undergoing any process or while being worked on, where the damage results from such process or work, but resulting damage to other property is insured;
22. caused by artificially generated electric current, including electric arcing, that disturbs any tubes, transistors or similar electronic components. If loss by fire results, we will pay only for the resulting loss or damage;
23. caused by continuous or repeated seepage or leakage of water or steam from within a plumbing, heating, sprinkler or air conditioning system or domestic appliance;
24. caused by birds, vermin (as defined herein), rodents or insects, except resulting damage to building glass;
25. caused by smoke caused by agricultural smudging or industrial operations;
26. caused by snowslide, earthquake, landslide or any other earth movement. If any of these results in fire or explosion, we will pay only for the resulting loss or damage;
27. caused by theft or attempted theft of property in or from a dwelling under construction or of materials and supplies for use in the construction until the dwelling is completed and occupied;
28. caused by theft or attempted theft by any tenant, members of a tenant's household or employees of the tenant. "Tenant" includes any person who has your permission to occupy your dwelling or any part of it;
29. to satellite receivers greater than 36" in diameter, and their attachments caused by windstorm or hail, weight of ice, snow or sleet, or collapse;
30. caused by vandalism or malicious acts or glass breakage occurring while your dwelling is under construction or vacant even if permission for construction or vacancy has been given by us;
31. caused by flood, overland water, surface water, spray, ice or water-borne objects, all whether driven by wind or not, unless the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached;
32. caused by rupture or bursting, backing up or escape of water from a sewer or drain, sump, septic tank, eaves trough or downspout, unless the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached;
33. caused by seepage or leakage of water. This includes, but is not limited to, water entering through sidewalks, driveways, foundations, walls, basement or other floors or through doors, windows or any other openings; however you will still be insured if the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached;
34. caused by accidental discharge or overflow of water or steam from within a plumbing, heating, sprinkler or air conditioning system, domestic appliance, waterbed, aquarium, swimming pools or equipment attached and public watermains occurring while your dwelling is under construction or vacant even if permission for construction or vacancy has been given by us;
35. caused by sudden or accidental bursting, tearing apart, cracking, burning or bulging due to pressure of water or steam, or lack of water or steam, in a plumbing, heating, sprinkler or air conditioning system or appliance for heating water, occurring while your dwelling is under construction or vacant even if permission for construction or vacancy has been given by us;
36. to an outdoor swimming pool, outdoor hot tub or similar installation or equipment attached or a public watermain, caused by water escape, rupture or freezing;
37. caused by freezing of a plumbing, heating, sprinkler or air conditioning system or domestic appliance unless it happens within a building heated during the usual heating season and you have not been away from your premises for more than four consecutive days; however you will still be insured if:
  - a. you had arranged for a competent person to enter your dwelling daily to ensure that heating was being maintained; or
  - b. you had shut off the water supply and had drained all the pipes and appliances; or
  - c. you have a 24 hour a day monitored building temperature alarm installed and maintained. (Any disconnection of the alarm or cancellation of the monitoring service will void this provision)

If the loss or damage occurs while your building is under construction or vacant, you would not be insured, even if permission for construction or vacancy has been given by us;

38. caused by or resulting from freezing, thawing, or pressure or weight of water, ice, snow or sleet, whether driven by wind or not, to any fence, patio, pavement, swimming pool or attached equipment, public water main, foundation, retaining wall, bulkhead, pier, wharf or dock.
39. caused by the entrance of water through any roof unless:
  - a. through an aperture concurrently and directly caused by a peril not otherwise excluded; or
  - b. due to the accumulation of ice or snow on the exterior of the roof or eaves trough.
40. caused by domestic animals and/or pets of any kind:
  - a. owned by you;
  - b. in your care, custody or control;
  - c. owned by or in the care, custody or control of anyone residing in your dwelling
41. caused directly or indirectly, in whole or in part, by Terrorism or by any activity or decision of a government, 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.

## ADDITIONAL COVERAGES

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The following coverages are included under the Seasonal Homeowners Comprehensive Form 1010:

### SECTION II – LIABILITY COVERAGE AMENDMENT

The following only applies if you do not have any other insurance for your legal liability:

The insurance under Coverage E–Legal Liability–applies only to the following and not as otherwise stated:

- a. Your legal liability for Bodily Injury or Property Damage arising out of your ownership, use, or occupancy of the premises shown on the Coverage Summary page. This insurance also applies if you assume, by written contract, the legal liability of others in relation to the premises.
- b. “Watercraft Liability” as described in Coverage E, but only if “Watercraft Liability Extension” is shown on the Coverage Summary Page.

Your Legal liability for Bodily Injury or Property Damage will also extend to boat houses, boat lifts, docks, piers, wharves, and swimming rafts located elsewhere in the same resort area as the seasonal location indicated on the Declarations Page.

### CONVICTION REWARD

We will pay \$1,000 for information which leads to a conviction for arson, theft, robbery or burglary in connection with a fire loss to property insured by this policy. This coverage may increase the amount otherwise applicable. The \$1,000 limit will not be increased regardless of the number of people giving information.

No deductible applies to this coverage.

### DEBRIS REMOVAL

The single amount of insurance includes the cost of removing debris caused by loss or damage to property insured by this policy as a result of an Insured Peril. However, when the amount payable for loss or damage to property equals the single amount of insurance, we will pay up to an additional 5% of the single amount for debris removal expenses provided that the replacement of the building(s) takes place on the same site. If you must remove insured property from your premises to protect it from loss or damage, it is insured by this form for 30 days or until your policy term ends — whichever occurs first. The amount of insurance will be divided in the proportions that the value of the property removed bears to the value of all property at the time of loss.

### FIRE DEPARTMENT CHARGES

We will pay up to \$1,000, or such other amount as may be specified on the Coverage Summary page for your liability for Fire Department charges incurred when a Fire Department is called to save or protect property insured by this policy from an insured peril.

No deductible applies to this coverage.

### FREEZER FOODS

We insure foodstuffs up to \$2,000 in all, but only while contained in a food freezer located within the dwelling or detached private structure and only for loss by spoilage caused by an outside power failure or mechanical or electrical breakdown of the freezer unit.

This coverage limit also includes loss or damage to the freezer itself resulting from spoilage of the foods contained within.

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

1. improper or faulty wrapping, packing or handling;
2. inherent vice or natural spoilage;

### GUARANTEED REPLACEMENT COST (BUILDING) – FORM 0115

If the Coverage Summary page indicates that Guaranteed Replacement Cost – Building (Form 0115) is included under Form 1010, the endorsement form will be amended to read as follows:

We agree to pay any loss under Coverage A–Dwelling Building on the basis of the following:

- a. We will pay the full cost of repairs or replacement without deduction for depreciation to a maximum of an additional 15% of the limit of insurance for Coverage A, as stated on the Coverage Summary Page.

**Conditions for Guaranteed Replacement Cost (Building) Endorsement (Form 0115)**

- i. This extension applies only to the building occupied by you as a private secondary or seasonal residence.
- ii. You will maintain insurance on your building to 100% of its replacement cost based on your having presented an accurate description of your building at the time of application.
- iii. You will advise us within 30 days of any work performed on your building which increases the estimated replacement cost of you building by \$10,000 or more.
- iv. If any law, by-law or zoning regulation prohibits the repair or replacement of the damaged or destroyed building with similar materials or the replacement by a building of similar size, we will pay the Actual Cash Value of the damage up to the applicable amount of insurance stated on the Coverage Summary page.
- v. You will repair, rebuild, or replace the building on the same location, with building(s) of the same occupancy constructed with material of similar quality.

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

All other terms and conditions of the policy remain unchanged.

### INFLATION ENDORSEMENT

During the term of this policy, we will automatically increase the limit of insurance on your Dwelling Building in the following manner:

By an amount up to but not exceeding

- 1% — 3 months after the current effective date
- 2% — 5 months after the current effective date
- 3% — 7 months after the current effective date
- 4% — 9 months after the current effective date

We will also automatically increase the limit of insurance on your Detached Private Structure, Unscheduled Personal Property and Additional Living Expense by the same proportion. On renewal date we may elect to increase the limit of insurance shown on the Declaration Page in accordance with the latest published Statistics Canada Building Construction Index and adjust the premium. If at your request, we change the limit of insurance on your Dwelling Building shown on the Declaration page, we will apply the Inflation Protection on the changed limit of insurance from the date the change is made.



## **MASTER KEY/LOCK REPAIR AND REPLACEMENT**

We will pay up to \$500 to replace or rekey, at our option, the locks on the insured premises if your keys are stolen, provided the theft is reported to the police or law enforcement agency having jurisdiction at the location of the theft.

No deductible applies to this coverage.

## **OUTDOOR TREES, SHRUBS AND PLANTS**

You may apply up to 5% in all of the amount of insurance on your dwelling to trees, shrubs and plants on your premises. We will not pay more than \$250 for any one tree, shrub or plant including debris removal expenses. We insure these items against loss caused by fire, lightning, explosion, impact by aircraft or land vehicle, riot, vandalism and malicious acts as described under Insured Perils.

### ***We do not insure:***

- a. Lawns;
- b. Cannabis;
- c. items grown for commercial purposes;
- d. items located on undeveloped portions of your premises or more than 75 meters (250 feet) from the dwelling.

## **SWIMMING POOLS DAMAGED BY WEIGHT OF ICE/SNOW/SLEET**

We will pay up to \$5,000 (per occurrence) if your swimming pool is damaged by the weight of ice, snow or sleet whether driven by wind or not.

## **BASIS OF CLAIM PAYMENT**

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### **WHEN COVERAGE APPLIES**

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

### **DEDUCTIBLE**

We are responsible only for the amount by which the loss or damage caused by any of the insured perils exceeds the amount of the Deductible shown on the Coverage Summary Page(s) in any one occurrence.

If your claim involves personal property on which the special limits of insurance apply, the limitations apply to the losses exceeding the deductible amount.

### **INSURANCE UNDER MORE THAN ONE POLICY**

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

### **SUBROGATION**

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

### **DWELLING BUILDING AND DETACHED STRUCTURES**

If you repair or replace the damaged or destroyed building on the same location with a building of the same occupancy constructed of materials of similar quality within a reasonable time after the damage, you may choose as the basis of loss settlement either (A) or (B) below; otherwise, settlement will be as in (B).

- A. The cost of repairs or replacement (whichever is less) without deduction for depreciation, in which case we will pay in the proportion that the applicable amount of insurance bears to 80% of the Replacement Cost of the damaged building at the date of damage, but not exceeding the actual cost incurred.
- B. The Actual Cash Value of the damage at the date of the occurrence.

In determining the cost of repairs or replacement under (A) or the amount payable under (B) above, we will not pay or include the increased cost of repair or replacement due to the operation of any law regulating the zoning, demolition, repair or construction of buildings and their related services.

### **PERSONAL PROPERTY**

We will pay the Actual Cash Value of the damage up to the applicable amount of insurance.

### **ACTUAL CASH VALUE**

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

### **SPECIAL LIMITS ON PERSONAL PROPERTY**

Special limits of insurance apply to specific classes of Personal Property. These Special Limits may be expressed separately on individual coverages provided in this form or on other policies. These Special Limits are not cumulative and only one per specified class of personal property will be applied to each loss occurrence.

### **OBSOLESCENCE**

We will not pay for increased costs that result when you cannot repair or replace your property because material or parts are unavailable, obsolete or outmoded. We will pay only the cost that would have been required if material or parts were available. We will pay on the basis of the last known cost of materials or parts.

### **LOSS TO A PAIR OR SET**

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

### **LOSS TO PARTS**

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

## OPTIONAL PROPERTY COVERAGES AND/OR LIMITATIONS

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The following Optional Coverage(s) apply only when indicated on the Coverage Summary page. We provide the insurance described in return for the premium specified and subject to the terms and conditions set out in the Optional Coverage(s).

### TV / RADIO ANTENNAE FLOATER — FORM 0041

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If the Coverage Summary Page indicates Form 0041 applies, we insure your permanently mounted television and or radio antenna and attachments listed on the Coverage Summary page against all risks of direct physical loss or damage subject to the terms and conditions set out below. The word "antenna" includes satellite dish receivers.

#### LOSS OR DAMAGE NOT INSURED

**We do not insure:**

1. any property illegally acquired, imported, kept, stored or transported;
2. any property lawfully seized or confiscated unless the property is destroyed to prevent the spread of fire;
3. marring or scratching of any property unless caused by fire, explosion, theft or accident to a land vehicle, watercraft or aircraft.

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

4. wear, tear, deterioration, defect or mechanical breakdown;
5. any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
6. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
7. electrical currents, other than lightning unless fire or explosion follows, and then only for the resulting damage;
8. any process or work being performed on the property where the damage results from such process or work;
9. earthquake;
10. flood, overland water, surface water, spray, ice or waterborne objects, all whether driven by wind or not, unless the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached;
11. any intentional or criminal act or failure to act by:
  - a. any person insured under this form; or
  - b. any other person at the direction of any person insured under this form.

#### SPECIAL CONDITIONS

Installation Warranty — The scheduled articles must be installed and erected by a person qualified to do the work in accordance with any by-law or manufacturers' instructions.

Any loss or damage shall not reduce the amounts of insurance provided by this floater. If, following settlement of a claim, you acquire any articles to replace those which were lost or damaged, you must tell us within 30 days.

### REPLACEMENT COST ON CONTENTS — FORM 0048

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If the Coverage Summary page indicates that Replacement Cost on Contents Form RCC2 is included, we agree to pay any loss under Coverage C — Personal Property — on the basis of Replacement Cost. As well, if it is stated that "Replacement Cost Cover" is applicable to personal property insured in the Optional Property Coverages section, we will pay for loss or damage to such property on the basis of "Replacement Cost". In both cases, it being provided that:

- (a) the property at the time of loss was usable for its original purpose;
- (b) you have repaired or replaced the property promptly;
- (c) you are the owner of the lost or damaged property.

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

**Replacement Cost coverage does not apply to:**

1. Property no longer in use for its originally intended purpose nor property, the age or historic condition of which has rendered it obsolete or unusable for the purpose for which it was originally intended;
2. Property that has not been maintained in good or workable condition;
3. Antiques, fine arts, paintings, statuary and similar articles which, by their inherent value, cannot be replaced with a similar article;
4. Articles whose age or history contribute substantially to their value including, but not limited to memorabilia, souvenirs, and collector's items.

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

### TENANTS RESTRICTION ENDORSEMENT — FORM 0054

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When indicated on the Coverage Summary Page there is NO coverage under the perils of Vandalism or Malicious Acts, for loss or damage caused by tenants occupying the premises.

This exclusion does not apply to the peril of fire.

### EARTHQUAKE COVERAGE — FORM 0076

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If the Coverage Summary page indicates that Form 0076 — EARTHQUAKE is included, you are insured against direct loss or damage to property insured under Building, Contents or Building and Contents, as specified, caused by Earthquake.

1. One or more earthquake shocks that occur within any consecutive one hundred and sixty eight hour period shall constitute a single earthquake.
2. We will pay only that part of the loss over the deductible percentage specified on the Coverage Summary page of the total amount of insurance that applies. This deductible shall apply separately to loss under Building and Contents. The deductible shall not be less than \$500. in any one loss. No other deductible applies to this optional coverage.
3. We do not insure loss or damage caused directly or indirectly by flood of any nature or tidal wave, whether or not caused by, resulting from, contributed to or aggravated by earthquake.

This coverage does not increase the amounts of insurance stated in this policy.

## LIMITED OPTIONAL LOSS SETTLEMENT — FORM 0094

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If this coverage is indicated on the Coverage Summary the optional loss settlement clause, as expressed by paragraph (A) under Dwelling Building and Detached Structures of the Basis of Claim Payment section, will not apply to loss or damage to roof surfacing of buildings caused by Windstorm or Hail.

Settlement will be based on the Actual Cash Value of the damage at the date of the occurrence per paragraph (B).

## SEWER BACK-UP ENDORSEMENT – FORM 0104

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If Sewer Back-Up Endorsement, form 0104 is shown as an additional coverage for any location, the form insuring that location is extended to insure, at that location, against direct physical loss or damage to insured property caused by the sudden and accidental backing up or escape of water or sewage within your dwelling or detached private structures on your premises through a:

1. Sewer on your premises;
2. Septic system on your premises;
3. Sump located within your dwelling or additional buildings on your premises; or
4. Drain located within or on your dwelling or additional buildings on your premises.

This coverage does not apply to loss or damage:

5. Caused directly or indirectly by flood, spray, ice or waterborne objects, all whether driven by wind or not;
6. Caused by sewer back-up if overland water directly or indirectly contributes concurrently or in any other sequence to the loss or damage;
7. Caused directly or indirectly by water below the surface of the ground, including water which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors or through doors, windows or any other openings;
8. Occurring while the dwelling is under construction or vacant unless we have given permission for construction or vacancy;
9. Caused directly or indirectly by backup, escape or overflow of water or sewage from sewers or drains outside your dwelling;
10. Caused directly or indirectly by continuous or repeated seepage or leakage.

These exclusions apply whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any other sequences to the occasioning of the loss or damage.

### AMOUNT OF INSURANCE

With the exception of any amount we pay for a Loss Prevention Device, the total maximum we will pay for all loss or damage from any single occurrence is the aggregate sum of the following limits as specified on your Coverage Summary page:

1. Coverage A – Dwelling Building
2. Coverage B – Detached Private Structures
3. Coverage C – Personal Property
4. Coverage D – Additional Living Expenses

Notwithstanding the total maximum limit, the amounts under Items 1 to 4 are always applied and limited separately depending on the coverage(s) that are impacted by the loss or damage from any single occurrence.

In the event for loss or damage for which coverage is provided by this endorsement, the following clauses do not apply:

1. Guaranteed Replacement Cost on Buildings
2. Single Limit of Insurance

### DEDUCTIBLE

The coverages set out in this form are subject to the terms of your policy except where modified by this form, in which case the terms of this form shall apply. All other terms of the policy to which this form applies remain unchanged.

### SEWER BACK-UP MITIGATION COVERAGE

After a sewer back-up loss that is not otherwise excluded, we will pay an additional amount up to \$1,000 for expenses incurred by you for the installation of an approved loss prevention device to protect your dwelling from the same loss occurring again. Approved loss prevention devices include, a mainline normally open back flow valve, a sump pump, a higher capacity sump pump and a back-up power system for your sump pump.

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

### DEFINITIONS

Words and phrases in quotation marks have the following special meaning in this Extension;

“**Sewer Back-Up**” means the sudden and accidental backing up or escape of water or sewage within your dwelling or detached private structures on your premises through a:

- Sewer on your premises;
- Septic system on your premises;
- Sump located within your dwelling or additional buildings on your premises; or
- Drain located within or on your dwelling or additional buildings on your premises.

“**Single Occurrence**” means all causes or events which occur within 96 consecutive hours of the first cause or event causing loss or damage, shall be considered as one occurrence. Provided that the first cause or event occurs before policy expiration, policy termination will not interrupt the 96 hour period.

All the statutory and additional conditions of the policy also apply to this endorsement

## DAY CARE COVERAGE — FORM 0113

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If the Coverage Summary indicates that Liability is extended to Day Care, you are insured under Coverage E — Legal Liability and Coverage F — Voluntary Medical Payments for claims made or actions brought against you for bodily injury or property damage arising out of the use of your residence premises for day care.

You are not insured for claims made or actions brought against you for bodily injury or property damage arising out of sexual molestation, corporal punishment, or physical or mental abuse inflicted upon any person by you or at your direction, by your employees or by any other person involved in any capacity in the day care enterprise.

## GUARANTEED REPLACEMENT COST (BUILDING) — FORM 0115

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Subject to the conditions stated below, if the Coverage Summary page indicates that Guaranteed Replacement Cost — Building (Form GRC-1) is included, we agree to pay any loss under Coverage A — Dwelling Building on the basis of the following:

- a) We will pay the full cost of repairs or replacement without deduction for depreciation even if it exceeds the limit or amount of insurance stated on the Coverage Summary page.

### CONDITIONS

1. This extension applies only to the building occupied by you as a principal residence.
2. You will maintain insurance on your building to 100% of its replacement cost based on your having presented an accurate description of your building at the time of application.
3. You will advise us within 30 days of any work performed on your building which increases the estimated replacement cost of your building by \$10,000. or more.
4. If any law, by-law or zoning regulation prohibits the repair or replacement of the damaged or destroyed building with similar materials or the replacement by a building of similar size, we will pay the Actual Cash Value of the damage up to the applicable amount of insurance stated on the Coverage Summary page.
5. You will repair, rebuild or replace the building on the same location, with building(s) of the same occupancy constructed with material of similar quality.

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

All other terms and conditions of the policy remain unchanged.

## SEWER BACK-UP LIMITED FORM ENDORSEMENT — FORM 0116

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If Sewer Back-Up Limited Form Endorsement, form 0116 is shown as an additional coverage for any location, the form insuring that location is extended to insure, at that location, against direct physical loss or damage to insured property caused by the sudden and accidental backing up or escape of water or sewage within your dwelling or detached private structures on your premises through a:

1. Sewer on your premises;
2. Septic system on your premises;
3. Sump located within your dwelling or additional buildings on your premises; or
4. Drain located within or on your dwelling or additional buildings on your premises.

This coverage does not apply to loss or damage:

1. Caused directly or indirectly by flood, spray, ice or waterborne objects, all whether driven by wind or not;
2. Caused by sewer back-up if overland water directly or indirectly contributes concurrently or in any other sequence to the loss or damage;
3. Caused directly or indirectly by water below the surface of the ground, including water which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors or through doors, windows or any other openings;
4. Occurring while the dwelling is under construction or vacant unless we have given permission for construction or vacancy;
5. Caused directly or indirectly by backup, escape or overflow of water or sewage from sewers or drains outside your dwelling;
6. Caused directly or indirectly by continuous or repeated seepage or leakage.

These exclusions apply whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any other sequences to the occasioning of the loss or damage.

### AMOUNT OF INSURANCE

The amount of insurance provided for Sewer Back-up is the amount shown on the Coverage Summary page for Sewer Back-up. With the exception of any amount we pay for a Loss Prevention Device, the total maximum we will pay for all loss or damage from any single occurrence is that stated individual amount of insurance.

### DEDUCTIBLE

The coverages set out in this form are subject to the terms of your policy except where modified by this form, in which case the terms of this form shall apply. All other terms of the policy to which this form applies remain unchanged.

### SEWER BACK-UP MITIGATION COVERAGE

After a sewer back-up loss that is not otherwise excluded, we will pay an additional amount up to \$1,000 for expenses incurred by you for the installation of an approved loss prevention device to protect your dwelling from the same loss occurring again. Approved loss prevention devices include, a mainline normally open back flow valve, a sump pump, a higher capacity sump pump and a back-up power system for your sump pump.

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

### DEFINITIONS

Words and phrases in quotation marks have the following special meaning in this Extension;

**“Sewer Back-Up”** means the sudden and accidental backing up or escape of water or sewage within your dwelling or detached private structures on your premises through a:

- Sewer on your premises;
- Septic system on your premises;
- Sump located within your dwelling or additional buildings on your premises; or
- Drain located within or on your dwelling or additional buildings on your premises.

**“Single Occurrence”** means all causes or events which occur within 96 consecutive hours of the first cause or event causing loss or damage, shall be considered as one occurrence. Provided that the first cause or event occurs before policy expiration, policy termination will not interrupt the 96 hour period.

All the statutory and additional conditions of the policy also apply to this endorsement

## SPECIAL LIMITATIONS — FORM 0118

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It is understood and agreed that all loss or damage arising from the coverage provided by the Water Damage Extension Endorsement is subject to a \$1,000 deductible for each occurrence.

It is further understood and agreed that all such loss or damage shall be adjusted on the basis of Actual Cash Value on Personal Property and carpets (whether or not permanently installed).

## ROOF COVERING RESTRICTION CLAUSE — FORM 0119

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It is hereby understood and agreed that the roof covering of the building to which this clause is endorsed will not be covered for loss or damage caused by the perils of Windstorm or Hail.

## RENTED CONDOMINIUM — FORM 0120

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It is hereby understood and agreed that form 1004 Broad Condominium Unit Owners Package Form, Coverage C, Section I, on Premises, is amended to read as follows:

"This policy covers personal property including improvements or betterments made by or acquired at the expense of the Insured, whether required to be specifically mentioned by any Statutory Condition of the policy or not, usual or incidental to the occupancy of the premises as a rental condominium unit.

It is further understood and agreed that Coverage C, Section 2 Away From Premises, under the same form, is deleted in its entirety.

It is further understood and agreed that under Perils Insured Against, Item #11, "Theft or Attempt Thereat", is deleted in its entirety except for refrigerators, stoves, freezers, automatic dishwashing equipment, laundry washers and dryers."

## PERSONAL COMPUTER FLOATER — FORM 0124

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If the Coverage Summary Page indicates Form 0124 applies, we insure your Personal Computer System listed on the Coverage Summary page against all risks of direct physical loss or damage subject to the terms and conditions set out below.

- "Personal Computer System" means Equipment, Media and Software.
- "Equipment" means the central processing unit and auxiliary equipment including, but not limited to terminals, keyboards, printers, disk and tape drives, cassette tape recorders and word processing equipment.

### LOSS OR DAMAGE NOT INSURED

#### *We do not insure:*

1. any property illegally acquired, imported, kept, stored or transported, or property seized or confiscated for breach of any law or by order of any public authority;
2. any property lawfully seized or confiscated unless the property is destroyed to prevent the spread of fire;
3. property undergoing any process, repair or operation where the damage results from such process, repair or operation, but we do insure resultant damage to other property scheduled on the Coverage Summary page;
4. the cost of gathering or assembling information or data.

#### *We do not insure loss or damage caused by or resulting from:*

5. wear, tear, deterioration, defect or mechanical breakdown;
6. birds, vermin (as defined herein), rodents or insects;
7. any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
8. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
9. any intentional or criminal act or failure to act by;
  - a. any person insured by this policy; or
  - b. any other person at the direction of any person insured by this policy;
10. electric or magnetic injury, disturbance, or erasure of electronic recordings except by lightning;
11. electrical currents, other than lightning, which damage electrical devices or appliances. If, however, a fire results, we will pay for the fire damage.

### BASIS OF CLAIM PAYMENT

We will pay up to the amount shown for each item. Claims for loss or damage will be settled on the basis of Replacement Cost provided that:

- a. the property at time of loss was usable for its original purpose, and
- b. you have repaired or replaced the property promptly.

Otherwise the basis of claim settlement will be the Actual Cash Value at the date of the occurrence.

### SPECIAL CONDITIONS

Any loss or damage shall not reduce the amounts of insurance provided. If, following payment of a claim, you acquire any articles to replace those which were lost or damaged, you must tell us within 30 days.

**Newly Acquired Articles:** If you acquire any additional equipment, media or software we will automatically insure these under this form provided you notify us within 30 days. We will not pay more than \$5,000 under this extension for equipment nor more than \$1,000 for media or software.

All the statutory and additional conditions of the policy apply to this endorsement.

## VACANCY PERMIT — FORM 0125

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In consideration of the additional premium indicated, if any, permission is hereby granted for the building(s) described in the Coverage Summary to be vacant or unoccupied for the period indicated. If the Coverage Summary indicates Vacancy Permit 2/3 Coverage Form, then in case of loss or damage during the term of Vacancy, the liability of the Company shall not exceed TWO-THIRDS of the amount the Company would otherwise be liable for had the property not become vacant.

Provided that during such period, the building(s) shall be under the supervision and care of some competent person, and the doors and windows shall be securely closed and all rubbish removed from the building(s); otherwise this policy is null and void.

**WARNING: PLEASE READ YOUR POLICY, AS CERTAIN PERILS MAY NOT APPLY DURING VACANCY OR UNOCCUPANCY.**

## BUILDING BYLAWS EXTENSION — FORM 0126

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If the Coverage Summary page indicates that this coverage is included and if there is a loss insured by this policy, we will pay the additional cost of demolition, construction or repair which is required to comply with any law regulating demolition, repair or construction of buildings.

#### *We will not pay:*

1. more than the amount of insurance shown on the Coverage Summary page;

2. more than the minimum amount required to comply with any law;
3. the additional cost, unless your property is actually repaired, rebuilt or replaced on the same location.

This endorsement applies only to Coverage A: Dwelling Building and B: Detached Private Structures at the location specified in the Coverage Summary.

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

## MASS EVACUATION ENDORSEMENT ADDITIONAL LIVING EXPENSE – FORM 0127

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We will pay any necessary and reasonable increase in living expense incurred by you while access to your principal residence dwelling is prohibited by order of civil authority, but only when such order is given for mass evacuation as a direct result of a sudden or accidental event within Canada or the United States of America.

You are insured for a period not exceeding 30 days from the date of the order of evacuation.

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

1. flood meaning waves, tidal waves and the rising of, the breaking out or overflow of, any body of water, whether natural or manmade;
2. earthquake;
3. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution insurrection or military power;
4. nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material.

This coverage does not increase the amount of insurance shown on the Coverage Summary for Coverage D. Additional Living Expense.

**Definition:** The term “civil authority” referred to in this endorsement shall mean any person acting under the authority of the Governor General in Council of Canada or the Lieutenant Governor in Council of a Province, and/or any person within authority under a Federal, Provincial or Territorial legislation with respect to protection of persons and property in the event of an emergency.

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

## TRAVEL TRAILER COVERAGE – FORM 0128

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If the Coverage Summary page specifies Form – 0128, Travel Trailer Coverage, we insure:

1. your Travel Trailers(s) described on the Coverage Summary page for which an amount of insurance and premium are shown, and
2. contents of such trailers if the Coverage Summary page specifies an amount of insurance on contents.
3. If your personal property is insured under Coverage C of Section 1 of this policy, then “Replacement Cost Cover”, as described in the Basis of Claim Payment – Property section, will apply to the travel trailer contents insured under this coverage.

### INSURED PERILS

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

**Special Limits of Insurance:** We insure jewellery, precious and semi-precious stones, watches, fur garments and garments trimmed with fur for a maximum of 25% of the total amount of insurance for which contents coverage is written but not for more than \$500 on any one article. If your claim involves personal property on which the Special Limits of Insurance apply, the limitations apply to losses exceeding the deductible amount.

### LOSS OR DAMAGE NOT INSURED

**We do not insure:**

1. motorized vehicles, motors, bicycles, aircraft, watercraft or other conveyances or their furnishings, equipment or appurtenances except the insured Travel Trailer;
2. books of account, evidences of debt or title, bills, currency, money, bullion, notes, securities, letters of credit, railroad or other tickets, passports or documents;
3. contact lens, artificial teeth or limbs;
4. plants, animals, birds and fish;
5. property illegally imported, acquired, kept, stored or transported or used in any illicit or prohibited trade or transportation;
6. property lawfully seized or confiscated unless the property is destroyed to prevent the spread of fire;
7. property pertaining to any profession or occupation; merchandise for sale or exhibition, salesmen’s samples;
8. property while waterborne except while being transported by regular ferries;
9. property rented to others;

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

10. wear and tear, gradual deterioration, vermin (as defined herein), inherent vice, latent defect, mechanical breakdown, delay, loss of use, corrosion, rust, dampness of atmosphere, freezing or extremes of temperature;
11. property undergoing any process or while being worked on, where the damage results from such process or work, but resulting damage to other property is insured;
12. dishonesty of persons to whom the property is entrusted. This exclusion does not apply where the person entrusted is a carrier for hire;
13. marring or scratching. This exclusion does not apply to loss or damage caused by theft;
14. electrical currents other than lightning. If loss by fire or explosion ensues, we will pay for the damage caused by fire or explosion;
15. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
16. any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
17. your intentional or criminal acts;
18. damage to tires or tubes unless caused by fire or theft;
19. breakage of brittle articles unless cause by fire, theft or accident to the insured trailer(s).

### TERRITORIAL LIMITS

We insure the described property within the territorial limits of Canada and the continental United States of America.

## ADDITIONAL FREEZER CONTENTS – FORM 0130

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If the Coverage Summary page indicates that Additional Freezer Contents coverage applies, we will increase the amount of coverage provided for Food Freezer Contents under the Additional Coverage section of your policy. The limit of Food Freezer Contents coverage is increased by the amount of insurance indicated on the Coverage Summary page.

All the Statutory and additional conditions of the policy also apply to this endorsement.

## **ACTUAL CASH VALUE ENDORSEMENT – FORM 0131**

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If this coverage is indicated on the Coverage Summary the optional loss settlement clause, as expressed by paragraph (A) under Dwelling Building and Detached Structures of the Basis of Claim Payment Section, will not apply.

Settlement will be based on the Actual Cash Value of the damage at the date of the occurrence per paragraph (B)

## **DEFERRED LOSS SETTLEMENT CLAUSE – FORM 0132**

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If there is loss or damage to the building by an insured peril, the Basis of Claim Payment will be as follows:

- (a) We will not pay more than 50% of the amount we would otherwise have paid if this clause had not been in effect.
- (b) If you repair or replace the damaged or destroyed building within 9 months of the date of loss, and if you replace the building on the same site or within 200 feet (65 meters) with a building designed for the same purpose for which the destroyed building was originally intended, we will, upon receipt of satisfactory evidence of your expenditures for repair or replacement, pay the remaining 50% of the loss.

Our total payment under paragraph (a) and (b) above will not exceed:

- (i) the expense you have actually incurred for repair or replacement;
- (ii) the actual cash value of the building at time of loss;
- (iii) the applicable amount of insurance; or
- (iv) your financial interest in the building,

whichever is less.

- (c) If you do not repair or replace the damaged or destroyed building within the provisions of paragraph (b) above the reduced payment you receive under the provisions of paragraph (a) shall constitute full and final settlement under this policy with respect to such loss. We will then refund one-half the premium you paid us for the insurance on the building if you request us to do so.
- (d) If you have other insurance on the building, we will pay our ratable proportion of the loss subject to this clause.

We do not pay for any loss, expense, or increased cost of repair or replacement due to the operation of any law or ordinance regulating zoning, demolition, repair or construction of buildings and their related services.

## **WATER DAMAGE EXCLUSION – FORM 0133**

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There is no coverage under this policy for loss or damage caused by the entering of water through the roof.

## **NO SOLID FUEL HEAT WARRANTY CLAUSE – FORM 0134**

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It is agreed between the Insurer and the Insured that the following shall be applicable to any building and its contents insured under this Policy which is shown on the Cover Page as being Subject to the "No Solid Fuel Heat Warranty Clause".

It is warranted by the Insured that no solid fuel heat will be used in this building during the term of this Policy and that the solid fuel heating appliance will be physically disconnected and made incapable of being used.

If this warranty is in any way disregarded, coverage afforded to this building (including any and all contents therein) shall be null and void with respect to any claim which occurs as a direct result of the use of solid fuel heat.

### **DEFINITION**

**"Solid Fuel Heat"** means the heating source is fueled in whole or in part by wood or coal and includes stoves, cook stoves, space heaters, furnaces (including combination units) and fireplaces when used for a heat source.

Except as otherwise provided, all terms, provisions and conditions of this Policy shall have full force and effect.

## **REMOVED SOLID FUEL HEAT EXCLUSION ENDORSEMENT – FORM 0135**

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### **PROPERTY EXCLUSION**

It is hereby understood and agreed that this policy excludes any loss or damage to outdoor hot water heating unit(s) on the premises, including the structure or enclosure housing the unit(s), the contents of the structure, attached piping, radiators, all other associated equipment, and the heat transfer medium (liquid). It is further understood and agreed that any loss or damage resulting from or caused by escape of the heat transfer medium (liquid) is excluded by this policy.

### **POLLUTION EXCLUSION**

It is hereby understood and agreed that this policy excludes any Bodily Injury or Property Damage arising out of the actual, alleged, or threatened discharge, dispersal, release or escape of pollutants from an outdoor hot water heating unit(s). This policy also excludes the cost of removing, nullifying, containing, treating, detoxifying, neutralizing or cleaning up of the pollutant.

This pollution exclusion applies to outdoor hot water heating units only, and in no way does it amend any other exclusion or restriction on the policy.

## **CLAIMS FREE PROTECTION ENDORSEMENT – FORM 0139**

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If the Coverage Summary page indicates that Claims Free Protection Endorsement coverage applies, the Claims Free Discount is protected following the first property loss being paid or an open claim pending settlement providing that:

1. There has been continuous insurance for the past three (3) years whether as a Portage Mutual customer or not; and
2. There have been no other claims paid or any claims open, pending settlement in the past three (3) years.

To retain the benefit of the Claims Free Protection, the endorsement must remain on the policy following the first loss.

All other terms and conditions of the policy remain unchanged.

## **BARE LAND CONDOMINIUM LOSS ASSESSMENT ENDORSEMENT – FORM 0140**

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### **Property Loss Assessment Coverage for Common Elements:**

We will pay for an additional amount of up to 250% of the amount of insurance on Coverage C Personal Property, of your share of any special assessment if:

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

We will pay up to \$25,000 for that part of an assessment made necessary by a deductible in the insurance policy of the Condominium Corporation. However, if an assessment is made necessary by an Earthquake Deductible, we will not pay more than \$2,500.

### **Liability Loss Assessment Coverage for Common Elements:**

We will pay up to a total of the limit of Coverage E in any one annual policy period for your share of special assessments if:

1. the assessment is valid under the Condominium Corporation's governing rules, and
2. the assessments are made necessary by occurrences to which this Section of the form applies.

We will pay up to \$25,000 for that part of an assessment made necessary by a deductible in the insurance policy of the Condominium Corporation.

All the statutory and additional conditions of the policy also apply to this coverage.

## **DWELLING UNDER CONSTRUCTION ENDORSEMENT – FORM 0141**

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It is hereby understood and agreed that we insure for direct physical loss to property covered under Section 1 caused by:

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

## **BUSINESS AT HOME EXTENSION – FORM 0142**

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This Extension provides you with the following coverages relating to the home based business operated by you, or a member of your family residing with you:

### **BUSINESS PROPERTY COVERAGE**

Section 1, Coverage C – Personal Property, of this policy is extended to include Business Property (including stock, equipment and tools belonging to you, or for which you are responsible), while contained in the dwelling building or locked outbuilding up to the amount specified for this Extension on the Coverage Summary page. Business Property anywhere else in Canada is covered up to a limit of \$5,000.

### **Exclusions**

Coverage on your Business Property is subject to all the limitations and exclusions listed in this Policy (except as they may be expressly modified by this endorsement).

#### ***In addition, there is no coverage for:***

1. any furs, jewellery, precious metals or watches;
2. property you have loaned or rented to others, or have sold under a conditional sales agreement or deferred payment plan, once it has left your custody;
3. any lost business or extra expense resulting from damage by an insured peril, other than as provided separately under the Extra Expenses section of this Extension. However, under Section D – Additional Living Expenses, you can rent temporary living accommodation of sufficient size to enable you to continue to operate your home based business. The amount insured under Section D shown on the Coverage Summary Page will still apply;
4. any loss resulting from dishonesty on the part of you or any of your employees;
5. unexplained loss, mysterious disappearance, or shortage discovered when taking inventory;
6. theft of property from automobiles, trailers or other conveyances unless the theft is a result of forcible entry (of which there must be visible evidence) into a fully enclosed body or compartment which has been securely locked;
7. books of account and other records, other than the cost of blank records, plus the cost of re-entering the lost information.

### **Basis of Settlement**

Losses on Stock will be paid on an "Actual Cash Value" basis; all other losses will be paid on a "Replacement Cost" basis. The terms "Actual Cash Value" and "Replacement Cost" are defined in Section 1 – Basis of Claim Payment – Property Coverages of this policy.

### **Money**

At your option, the \$300. limit on money provided by this Policy can apply to money held in connection with the home based business. However, coverage provided by this Policy in respect of Credit, Debit, Cash, Bank or similar Cards, Forgery, and Counterfeit Money is expressly excluded from this Extension.

### **Inflation Endorsement**

The inflation protection coverage provided by this Policy does not apply to this Extension.

### **Single Limit Homeowners**

Business Property is expressly excluded from the additional provisions and enhanced Special Limits of the Single Limit Extension forming part of this policy.

### **Co-Insurance**

For property on premises, we will only pay the same portion of a loss that the amount insured bears to 80% of the actual replacement value (in the case of stock, 80% of the actual cash value) of the property insured.



## Deductible

We are responsible only for the amount by which the loss or damage caused by any of the insured perils exceeds the amount of the deductible shown on the Coverage Summary Page in any one occurrence. If your claim involves Business Personal Property as well as non-business personal property, arising from one incident, only one deductible will apply. The Section 1, Principle Residence property deductible will also apply to business personal property.

## Extra Expense Coverage

This Policy is extended to cover the necessary Extra Expense you incur to continue as nearly as practicable the normal conduct of your business following damage to or destruction of property insured by this Policy by the perils insured against. The most we will pay under this section is \$2,500.

### CONDITIONS

1. The destruction or damage must occur during the term of the Policy.
2. We will pay for Extra Expense incurred during a period of twelve months from the date of the loss, or until you are able to resume normal occupancy of your residence, whichever comes first. This period shall not be limited by the expiration date of this Policy.
3. You agree to resume complete or partial business operations, and to reduce or dispense with such extra expenses as are being incurred, as soon as practicable after the loss.

### EXCLUSIONS

This coverage is subject to all the limitations and exclusions listed in the Policy. In addition, there is no coverage for:

1. any loss of income;
2. the cost of repairing or replacing damaged property, except for cost in excess of the normal cost for such repair or replacement, incurred in order to reduce the amount of the total Extra Expense otherwise payable;
3. loss due to fines or damages due to breach of contract for late or non-completion of orders, or for any penalties;
4. loss due to suspension, lapse or cancellation of any lease or license, contract or order;
5. the cost of re-writing books of account and other records, whether hard copies or electronic data;
6. increase of loss due to delays in resumption of business caused directly or indirectly by strikers or other persons.

## LIABILITY COVERAGE

If the Coverage Summary page shows "Liability Extended to Cover Business at Home" you are insured for:

### Coverage

Section II, Coverage E — Legal Liability, of this Policy is extended to include all sums which you become legally liable to pay as compensatory damages for bodily injury or property damage arising out of the operation of your home based business.

### Exclusions

This coverage is subject to all the limitations and exclusions listed in the Policy. In addition, you are not insured for claims made against you arising from:

1. liability for bodily injury or property damage by reason of assumption of liability in a contract or agreement;
2. any obligation under a workers' compensation, disability benefits or unemployment compensation law or any similar law;
3. bodily injury to any of your employees arising out of and in the course of employment by you, however this exclusion does not apply to employees on whose behalf contributions are made by or required to be made by the insured under the provisions of any workers' compensation law;
4. damage to that particular part of real property on which you or any contractor or sub-contractor working directly or indirectly on your behalf is performing operations if the property damage arises out of those operations;
5. property damage to that particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it, other than property damage included in the "products-completed operations hazard";
6. property damage to "your product" arising out of it or any part of it;
7. property damage to "your work" arising out of it or any part of it and included in the "products-completed operations hazard"; however this Exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a sub-contractor;
8. property damage to "impaired property" or property that has not been physically injured, arising out of:
  - a. a defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
  - b. a delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to loss of use of other property arising out of a sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use;

9. any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal, or disposal of "your product", "your work" or "impaired property" if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy, or dangerous condition in it;
10. bodily injury or property damage due to the rendering or failure to render any professional service. This includes but is not limited to:
  - a. the rendering or failing to render:
    - i. medical, surgical, dental, x-ray or nursing service or treatment, or the related furnishing of food or beverages;
    - ii. any health service or treatment; or
    - iii. and cosmetic or tonsorial service or treatment;
  - b. the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
  - c. the handling or treatment of dead bodies, including autopsies, organ donation or other procedures;
  - d. professional services in the practice of optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
  - e. the preparing, approving, or failing to prepare or approve maps, drawings, opinions reports, surveys, change orders, designs or specifications;
  - f. the rendering or failure to render professional architectural or engineering services including supervisory or inspection services connected therewith;
  - g. the rendering or failure to render professional accountant's, lawyer's, real estate broker's or agent's, insurance broker's or agent's, travel agent's, stock broker's or counseling services;

If it is indicated on the Coverage Summary page that Hairdressers Professional Liability is included, Paragraph (a) (iii) of this exclusion does not apply to any insured whose business is a hairdresser or barber. However, this insurance does not apply to bodily injury caused by or due to:

- i. plastic surgery, the removal or attempted removal of warts, moles or other growths;
- ii. the use of electrolysis or any electrically operated apparatus for removal of hair;
- iii. the application of any preparation, the use or sale of which is prohibited under any Federal, Provincial or Municipal Law;

- iv. the use of any product before the application of which the manufacturer or distributor recommends predisposition or allergy tests or shall have used the manner other than as a result of the tests;
  - v. the use or application of any preparation, material, appliance or apparatus in connection with exercising, slenderizing or reducing services;
  - vi. body massage (other than facial massage);
  - vii. body (including ear and nose) piercing, physiotherapy or chiropody;
  - viii. the use of suntanning lamps or other irradiating devices;
  - ix. the use of electrical heat or steam baths;
11. a) "bodily injury" or "property damage" arising out of the actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of pollutants:
- i. at or from any premises, site or location which is or was at any time, owned or occupied or rented or loaned to an insured;
  - ii. at or from any premises, site or location which is or was at any time, used by or to any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - iii. which are or were at any time transported, handled, stored, treated, disposed of or processed as waste by or for any insured or any person or organization from whom the Insured may be legally responsible; or
  - iv. at or from any premises, site or location on which any Insured or contractors or subcontractors working directly or indirectly on any Insured's behalf are performing operations:
    - a. if the pollutants are brought on or to the premises, site or location in connection with such operations by such Insured, contractor or subcontractor; or
    - b. if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify, decontaminate, stabilize, remediate or neutralize, or in any way respond to, or assess the effect of pollutants.

Sub paragraphs (i) and (iv)(a) of paragraph 11(a) of this exclusion do not apply to "bodily Injury" or "property damage" caused by heat, smoke or fumes from a fire which becomes uncontrollable or breaks out from where it was intended to be.

- b) any loss, cost or expense arising out of any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, heat, detoxify, decontaminate, stabilize, remediate or neutralize, or in any way respond to, or assess the effect of pollutants, unless such loss, cost or expense is consequent upon "bodily Injury" or "property damage" covered by this policy.

**"Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapours, soot, fumes, acid, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

## DEFINITIONS

Words and phrases in quotation marks have the following special meanings in this Extension;

**"Impaired Property"** means tangible property, other than your product or your work that cannot be used or is less useful because:

- 1. it incorporates your product or your work that is known or thought to be defective, deficient, inadequate, or dangerous; or
- 2. you have failed to fulfill the terms of a contract or agreement, if such property can be restored to use by:
  - a. the repair, replacement, adjustment or removal of your product or your work; or
  - b. your fulfilling the terms of the contact or agreement.

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

**"Products-Completed Operations Hazard"** includes all bodily Injury or property damage occurring away from the premises you own or rent and arising out of your product or your work, except:

- 1. products that are still in your physical possession; or
- 2. work that has not yet been completed or abandoned.

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

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

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed. This hazard does not include bodily injury or property damage arising out of the existence of tools, uninstalled equipment or abandoned or unused materials.

**"Your Product"** means:

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

"Your Product" includes warranties or representations made at any time with respect to the fitness, quality, durability, or performance of any of the items included in 1. and 2. above.

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

**"Your Work"** means:

- 1. work or operations performed by you or on your behalf; and
- 2. materials, part and equipment furnished in connection with such work or operations.

"Your Work" includes warranties or representations made at any time in respect to the fitness, quality, durability, or performance of any of the items included in 1. or 2. above.

## LIMIT OF LIABILITY

The amount of insurance shown in the Coverage Summary page is the maximum amount we will pay under one or more sections of Coverage E for all compensatory damages in respect of one accident or occurrence or series of accidents or occurrences resulting from one cause and is the maximum amount we will pay for any number of accidents or occurrences in any one Policy Period if caused by the products-completed operations hazard.

## DEDUCTIBLE

You will pay the first \$500 of each and every claim for property damage. If more than one claim arises or results from a single occurrence, the deductible shall apply only once. The terms of the Policy, including those with respect to notice of accident or occurrence and our right to investigate, negotiate and settle any claim or suit, apply irrespective of the application of the deductible amount.

## TERRITORY

This insurance applies only to occurrences taking place in Canada.

## COVERAGE

Section II, Coverage F — Voluntary Medical Payments is amended to delete the exclusion reading “your business or any business use of your premises except as specified in this Policy” as it applies to this coverage.

## EXCLUSIONS

This coverage is subject to all the limitations and exclusions listed in the Policy. In addition, if the bodily injury arises out of your business or any business use of your premises we will not pay medical expenses for bodily injury:

1. to any insured;
2. to a person hired to do work for or on behalf of any insured or a tenant of any insured;
3. to a person injured on that part of premises you own or rent that the person normally occupies;
4. to a person, whether or not an employee of any insured, who at the time of injury is entitled to benefits under any workers compensation or disability benefits law or a similar law;
5. to a person injured while taking part in athletics;
6. the payment of which is prohibited by law;
7. included within the “products-completed operations hazard”;
8. excluded under Coverage E, Legal Liability of the Policy and amended by this endorsement.

## GENERAL CONDITIONS

These conditions apply to all sections of this extension:

1. “Home based business” means business that you operate out of the dwelling insured by this policy, and described in the Application you have given to us.
2. You do not operate any part of your business from any other permanent location. If your business is operated in whole or in part from any location other than the insured dwelling, this insurance is invalidated.
3. The coverage under this Extension replaces, and is not in addition to, any coverage for business personal property or liability relating to the home based business already provided under this Policy.

## MOTORIZED GOLF CART ENDORSEMENT – FORM 0153

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If the ‘Motorized Golf Cart Endorsement’ is attached to your Residential Insurance Policy coverage summary page, the following change is made to Motorized Vehicles- Vehicles You Own under Special Limitations in Section II Liability Coverage of the policy: Item 2, ‘motorized golf carts while in use of a golf course’ is amended to ‘motorized golf carts while in use on or in a golf course, private mobile home park, gated community, trailer park, retirement home park or recreational vehicle park and/or private camp ground’ and while operating primarily off public roads.

Or

If the ‘Motorized Golf Cart Endorsement’ is attached to your Agricultural Business Protection Policy coverage summary page, the following change is made to 9. Motorized Vehicle Liability (a) Vehicles You Own: item 4, ‘motorized golf carts while on the insured premises or while used for golfing purposes’ is amended to ‘motorized golf carts while in use on or in a golf course, on the insured premises, private mobile home park, gated community, trailer park, retirement home park or recreational vehicle park and/or private camp ground’ and while operating primarily off public roads.

We do not insure loss or damage when this endorsement is attached to a Residential Insurance Policy or an Agricultural Business Protection Policy:

1. When the motorized golf cart is operated by anyone without a valid driver’s licence issued by the Province or equivalent licence for out of Province residents.
2. For any bodily injury or property damage arising out of the ownership, use of operation of the motorized golf cart if convicted for an offence related to consumption of alcohol or drugs, or having over 80 mg of alcohol in the blood.
3. When the motorized golf cart is used without permission of the insured.
4. Caused by motorized golf carts with off-factory modified engines or golf carts with maximum rated speed in excess of 40 km per hour.
5. if the vehicle is subject to motor vehicle registration and/or is designed for use on public roads.

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

## OVERLAND WATER ENDORSEMENT – FORM 0180

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If Overland Water Endorsement, form 0180 is shown as an additional coverage for any location, the form insuring that location is extended to insure, at that location, against:

1. Direct physical loss or damage caused by overland water from any single occurrence;
2. Direct physical loss or damage caused by sewer back-up if overland water directly or indirectly contributes concurrently or in any other sequence to the loss or damage;
3. Direct physical loss or damage caused by the sudden and accidental entrance of water that enters your dwelling or detached private structures on your premises through a point at or above the surface of the ground;
4. Direct physical loss or damage caused by sewer back-up if water enters your dwelling or detached private structures through a point at or above the surface of the ground and directly or indirectly contributes concurrently or in any other sequence to the loss or damage;
5. For Mass Evacuation Additional Living Expense, as defined in your policy, provided the evacuation is a direct result of overland water.

This coverage does not apply to loss or damage:

1. Caused directly or indirectly by flood, spray, ice or waterborne objects, all whether driven by wind or not;
2. Caused directly or indirectly by ground water or rising of the water table;
3. Caused directly or indirectly by the escape of water resulting from the intentional breach of any man made structure constructed for the purpose of holding back, containing or controlling any body of water. These structures include but are not limited to dams, dikes or levees;
4. Caused directly or indirectly by landslide or any other earth movement;
5. Occurring while the dwelling is under construction or vacant unless we have given permission for construction or vacancy;

6. Caused directly or indirectly by continuous or repeated seepage or leakage.

These exclusions apply whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any other sequences to the occasioning of the loss or damage.

## AMOUNT OF INSURANCE

The amount of insurance provided for Overland Water is the amount shown on the Coverage Summary page for Overland Water. The total maximum we will pay for all loss or damage from any single occurrence is that stated individual amount of insurance.

## DEDUCTIBLE

The coverages set out in this form are subject to the terms of your policy except where modified by this form, in which case the terms of this form shall apply. All other terms of the policy to which this form applies remain unchanged.

## DEFINITIONS

Words and phrases in quotation marks have the following special meaning in this Extension;

**"Sewer Back-Up"** means the sudden and accidental backing up or escape of water or sewage within your dwelling or detached private structures on your premises through a:

- Sewer on your premises;
- Septic system on your premises;
- Sump located within your dwelling or additional buildings on your premises; or
- Drain located within or on your dwelling or additional buildings on your premises.

**"Single Occurrence"** means all causes or events which occur within 168 consecutive hours of the first cause or event causing loss or damage, shall be considered as one occurrence. Provided that the first cause or event occurs before policy expiration, policy termination will not interrupt the 168 hour period.

All the statutory and additional conditions of the policy also apply to this endorsement.

## ROOF SURFACE – BASIS OF SETTLEMENT – FORM 0300

It is understood and agreed that under Basis of Claim Settlement, we will settle losses to:

- The roof(s) of the building(s) or outbuilding(s) insured by this policy caused by windstorm, hail or weight of ice and/or snow, on the basis of Depreciated Replacement Cost up to the limits of your coverage as shown on the Coverage Summary Page.

Roof includes, but is not limited to, roof coverings and materials, roof assembly, eavestroughs, gutters, fascia, downspouts, vents and flashing.

**Depreciated Replacement Cost** means the cost, including labour, on the date of the loss or damage, of the lesser of:

- Repairing the insured property with materials of similar kind, quality and usefulness; or,
- Replacing with new materials of similar kind, quality and usefulness.

Both options are subject to a deduction for depreciation based on the following chart:

ROOFING MATERIAL	DEPRECIATION DURING FIRST 5 YEARS	ANNUAL DEPRECIATION % AFTER YEAR 5	MAXIMUM DEPRECIATION %
Built-up	0%	10.00%	75%
Asphalt Composition	0%	5.00%	75%
Wood Shakes or Shingles	0%	4.00%	75%
Membrane	0%	3.00%	75%
Metal, Tile, Rubber or Slate	0%	2.00%	75%
Other	0%	5.00%	75%
Gutters, Fascia, Downspouts, Vents and Flashing	0%	4.00%	75%

This endorsement will not apply in the event of a total loss to a building subject to Coverage A.

All other limits, terms, conditions, provisions, definitions and exclusions shall have full force and effect.

## ENHANCED SPECIAL LIMITS ENDORSEMENT – FORM 0401

If the Coverage Summary indicates Enhanced Special Limits Endorsement is included, your policy is subject to the following enhancements:

**The Insuring Agreement for Coverage C – Personal Property for both Broad Form and Comprehensive Form, Principal Residence riders is enhanced with the following amendment:**

Motorized golf carts are considered as covered motorized vehicles by adding "motorized golf carts" after "snow blowers" in the paragraph of Coverage 5.

**The Special Limits of Insurance Under Coverage C – Personal Property are increased as follows:**

1. Books, tools and instruments pertaining to a business, profession or occupation for an amount up to \$5,000 while on your premises and \$2,500 while off your premises. This applied to all items whether used in whole or in part for business, professional or occupational purposes. Other business property, including samples and goods held for sale, is not insured.
2. Securities and memorabilia collections (such as sports cards or comic books) up to \$6,000 in all.
3. Money or Bullion, gold other than goldware, silver other than silverware and platinum up to \$1,000 in all.
4. Watercraft, their furnishings, equipment, accessories and motors up to \$5,000 in all.
5. Jewellery, watches, gems, fur garments and garments trimmed with fur up to \$6,000 in all.
6. Manuscripts, stamps and philatelic property (such as stamp collections) up to \$3,000 in all.

7. The personal property of a student, insured by the policy, while at a residence away from home if the student was there at any time during the 45 days before any loss up to \$20,000 in all.
8. Motorized lawn mowers, other motorized garden equipment, garden tractors and their attachments, or snow blowers up to \$15,000 in all.
9. Motorized golf carts: contents limit.

**The limits provided under Additional Coverages are increased as follows:**

1. Outdoor Trees, Shrubs and Plants: The limit shown for any one tree, shrub or plant including debris removal expenses is increased to \$1,000. (Not applicable to Tenants Packages).
2. Fire Department Charges: The limit shown is increased to \$5,000. or such other amount as may be specified on the Coverage Summary Page.
3. Food Freezer Contents: contents limit.
4. Lock Repair or Replacement: The limit shown is increased to \$1,000.
5. Credit Card, Fund Transfer Card, Forgery and Counterfeit Money: The limit shown is increased to \$10,000.

**The following is added under Additional Coverages:**

Cemetery Property/Headstones: We will pay up to \$5,000. for loss or damage caused by a Specified Peril to grave markers and mausoleums, that mark the grave of a spouse, child, parent or grandparent of an Insured.

**Section II Liability coverage limits are increased to provide as follows:**

1. Coverage F – Voluntary Medical Payments: The amount shown on the Coverage Summary Page is increased to \$5,000.
2. Coverage G – Voluntary Property Damage: The amount shown on the Coverage Summary Page is increased to \$1,000.

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## **RESIDENCE GLASS EXTENSION – FORM 0721**

If this coverage is indicated on the Coverage Summary page we insure glass that forms part of your dwelling, seasonal dwelling, or private structure on your premises including glass in windows and doors against accidental breakage.

***We do not cover Loss or Damage:***

1. Recoverable under the policy to which this endorsement is attached.
2. Occurring while a building in which the insured glass is located under construction or vacant even if we have given permission for construction or vacancy. Seasonal unoccupancy will not be considered to be vacancy unless the unoccupancy extends beyond 12 months.
3. Caused or resulting from your intentional or criminal acts or the intentional or criminal acts of any person whose property is covered under the policy to which this endorsement is attached.

We are responsible only for the amount by which the breakage exceeds the deductible mentioned on the Coverage Summary page.

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## **REDUCED GLASS DEDUCTIBLE (DWELLING BUILDING(S) ONLY) – FORM 0722**

If the Coverage Summary Page indicates Form 0722 applies, we insure glass that forms part of your dwelling or private structure on your premises, including glass in storm windows and doors against accidental breakage. We are responsible only for the amount by which the breakage exceeds the amount of the deductible shown on the Coverage Summary page.

All the statutory and additional conditions of the policy apply to this extension.

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## **VOLUNTARY COMPENSATION FOR EMPLOYEES ENDORSEMENT – FORM 0753**

If the Coverage Summary page indicates that Voluntary Compensation is included, we offer to pay the benefits described below if your employee is injured or dies accidentally while working for you, even though you are not legally liable. If your employee does not accept these benefits or sues you, we may withdraw our offer, but this will not affect your legal liability insurance. An employee who accepts these benefits must sign a release giving up any right to sue you. We have the right to recover from anyone, other than you, who is responsible for the employee's injury or death.

***An insured employee will, if requested:***

1. submit to physical examination at our expense by doctors we select as often as we may reasonably require;
2. authorize us to obtain medical and other records.

In case of death, we can require an autopsy before we make payment.

***We will not pay benefits:***

1. unless your employee was actually performing duties for you when the accident happened;
2. for any hernia injury;
3. for death or injury caused by war, invasion, act of a foreign enemy, civil war, rebellion, revolution, insurrection or military power.

### **DEFINITIONS**

As used in this coverage, "**Employee**" means your residence employee and any person claiming or acting on his behalf.

"**Weekly Indemnity**" means two-thirds of your employee's weekly wage at the time of the accident, but we will not pay more than \$100. per week.

### **SCHEDULE OF BENEFITS**

#### **Loss of Life**

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

1. to those wholly dependent upon him, a total of 100 times the weekly indemnity in addition to any benefit for Temporary Total Disability paid up to the date of death;
2. actual funeral expenses up to \$500.

#### **Temporary Total Disability**

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

## Permanent Total Disability

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

## Injury Benefits

If, as a result of an accident, your employee suffers the loss of, or permanent loss of use of any of the following within 26 weeks of the accident, we will pay weekly indemnity for the number of weeks shown. These benefits will be paid in addition to Temporary Total Disability Benefits but no others and for not more than 100 times the weekly indemnity.

### Loss of or permanent loss of use of:

### No. of Weeks

1. Arm	
(a) at or above elbow .....	100
(b) below elbow .....	80
2. Hand at wrist .....	80
3. Thumb*	
(a) at or above the second phalangeal joint .....	25
(b) below the second phalangeal joint, involving a portion of the second phalange .....	18
Index Finger*	
(a) at or above the second phalangeal joint .....	25
(b) at or above the third phalangeal joint .....	18
(c) below the third phalangeal joint, involving a portion of the third phalangeal .....	12
Any other Finger*	
(a) at or above the second phalangeal joint .....	15
(b) at or above the third phalangeal joint .....	8
(c) below the third phalangeal joint, involving a portion of the third phalangeal .....	5
4. Leg	
(a) at or above knee .....	100
(b) below knee .....	75
5. Foot at ankle .....	75
6. Great toe**	
(a) at or above the second phalangeal joint .....	15
(b) below the second phalangeal joint, involving a portion of the second phalangeal .....	8
Any other Toe**	
(a) at or above the second phalangeal joint .....	10
(b) at or above the third phalangeal joint .....	5
(c) below the third phalangeal joint, involving a portion of the third phalangeal .....	3
7. One eye .....	50
Both eyes .....	100
8. Hearing of one ear .....	25
Hearing for both ears .....	100

**Note:** For a combination of two or more of the items marked \*, we will not pay more than 80 times the weekly indemnity. For a combination of two or more of the items marked \*\*, we will not pay more than 35 times the weekly indemnity.

## Medical Expenses

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

- We will pay the cost of supplying or renewing artificial limbs or braces, made necessary by the accident, for up to 52 weeks after the accident, subject to a maximum of \$5,000.
- We will not pay expenses covered by any medical, dental, surgical, or hospitalization plan or law, or under any other insurance contract.
- We will not pay your medical expenses or those of persons residing with you, other than residence employees.
- We will not pay medical expenses of any person covered by any workers' compensation statute.

## LIABILITY INSURING AGREEMENT – FORM 0757

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### INSURING AGREEMENT

The Insurer, in consideration of the payment of the premium, in reliance upon the statements in the Declarations made a part of this policy and subject to all the terms and conditions of this policy and the riders and endorsements attached, agrees with the Named Insured as specified in the Insuring Agreements of the riders and endorsements attached hereto.

The following Definitions, Environmental Exclusion, Nuclear Energy Liability Exclusion and Conditions apply to all Liability Riders and/or Endorsements attached to this policy except as they may be modified or supplemented by the riders and/or endorsements attached.

## DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

**“automobile”** means any self-propelled land motor vehicle, trailers or semi-trailers while attached thereto or unattached (including its equipment mounted on or attached thereto) other than any of the following or their trailers, accessories and equipment:

- i) vehicles of the crawler type (other than motorized snow vehicles);
- ii) tractors (other than road transport tractors designed to haul trailers or semi-trailers), road rollers, graders, scrapers, bulldozers, paving machines and concrete mixers (other than concrete mixers of the mix-in-transit type);
- iii) other construction machinery or equipment mounted on wheels but not self-propelled while not attached to any self-propelled land motor vehicle;
- iv) self-propelled land motor vehicles used solely on the premises of the Insured;

**“bodily injury”** means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom.

**“completed operations hazard”** includes bodily injury or property damage arising out of operations, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the Named Insured. Operations include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- i) when all operations to be performed by or on behalf of the Named Insured under the contract have been completed;
- ii) when all operations to be performed by or on behalf of the Named Insured at the site of the operations have been completed;
- iii) when the portion of the work out of which the bodily injury or property damage arises has been put to its intended use by any persons or organization other than another contractor or sub-contractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete shall be deemed completed.

The completed operations hazard shall not include:

- i) operations in connection with the pickup and delivery of property;
- ii) the existence of tools, uninstalled equipment or abandoned or unused materials.

**“elevator”** means any hoisting or lowering device to connect floors or landings whether or not in service, and all appliances thereof, including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery, but shall not include:

- i) dumbwaiters, the floor area of which does not exceed 1 square metre (10.76 square feet), and used exclusively for carrying property;
- ii) hod or material hoists used in connection with alterations, construction or demolition operations;
- iii) inclined conveyors used exclusively for carrying property;
- iv) automobile servicing hoists.

**“incidental contract”** means any written agreement which is a lease of premises, easement agreement, agreement required by municipal ordinance, sidetrack agreement or elevator maintenance agreement.

**“insured”** means any person or organization qualifying as an Insured in the “Persons Insured” provision of the applicable coverage rider. The insurance afforded applies separately to each Insured against whom a claim is made or suit is brought.

**“Named Insured”** means the person or organization named in the Declarations of this policy.

**“Named Insured’s products”** means goods or products manufactured, sold, handled or distributed by the Named Insured or by others trading under his name, including any container thereof (other than a vehicle), but shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold.

**“policy territory”** means:

- i) Canada or the United States of America, its territories or possessions, or
- ii) anywhere in the world with respect to compensatory damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (i) above, provided suit for such compensatory damages is brought within such territory.

**“products hazard”** includes bodily injury and property damage arising out of the Named Insured’s products but only if such bodily injury or property damage occurs away from premises owned by or rented to the Named Insured and after physical possession of such products has been relinquished to others.

**“property damage”** means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an accident occurring during the policy period.

## ENVIRONMENTAL LIABILITY EXCLUSION

It is agreed that this policy does not apply to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water of any description no matter where located or how contained, or into any watercourse, drainage or sewage system, but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

## NUCLEAR ENERGY LIABILITY EXCLUSION

(Applicable to all coverage riders other than Comprehensive Personal Liability, Farmers Comprehensive Liability and Storekeepers Liability)

**It is agreed that this policy does not apply:**

- a) to liability imposed by or arising under the Nuclear Liability Act; nor
- b) to bodily injury or property damage with respect to which an Insured under this policy is also insured under a contract of nuclear energy liability insurance (whether the Insured is unnamed in such contract and whether or not it is legally enforceable by the Insured) issued by the Nuclear Insurance Association of Canada or any other insurer or group or pool of insurers or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; nor
- c) to bodily injury or property damage resulting directly or indirectly from the nuclear energy hazard arising from:
  - i) the ownership, maintenance, operation or use of a nuclear facility by or on behalf of an Insured;
  - ii) the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility; and
  - iii) the possession, consumption, use, handling, disposal or transportation of fissionable substances, or of other radioactive material (except radioactive isotopes, away from a nuclear facility, which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled or sold by an Insured.

**As used in this policy:**

1. The term “nuclear energy hazard” means the radioactive, toxic, explosive, or other hazardous properties of radioactive material;

2. The term "radioactive material" means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances that the Atomic Energy Control Board may, by regulation, designate as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy;
3. The term "nuclear facility" means:
  - a) any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
  - b) any equipment or device designed or used for (i) separating the isotopes of plutonium, thorium and uranium or any one or more of them, (ii) processing or utilizing spent fuel, or (iii) handling, processing or packaging waste;
  - c) any equipment or device used for the processing, fabricating or alloying of plutonium, thorium, or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
  - d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste radioactive material; and includes the site on which any of the foregoing is located, together with all operations conducted thereon and all premises used for such operations.
4. The term "fissionable substance" means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.

This policy is subject to the terms and conditions set forth herein together with such other terms and conditions as may be endorsed hereon or added hereto. No term or condition of this policy shall be deemed to be waived in whole or in part by the Insurer unless the waiver is clearly expressed in writing signed by a person authorized for that purpose by the Insurer.

## CONDITIONS

### 1. Premium and Adjustment of Premiums

- a) Unless otherwise stated, the premium stated in the declarations is an estimated deposit premium only. Adjustment of premium shall be made at least annually and for this purpose the premium bases and rates shown in the declarations or in any endorsement attached hereto, shall be used in ascertaining the earned premium with respect to the specific hazards mentioned herein.
- b) In the case of any hazards existing and covered under coverage rider(s) attached but not specified in the declarations, or in any endorsement, the earned premium with respect thereto shall be computed in accordance with the Insurer's rules, rates, rating plans and minimum premiums applicable to such hazards.
- c) Subject to the retention by the Insurer of the minimum premium provided for in the declarations, if the earned premium for this policy thus computed exceeds the estimated deposit premium paid, the Named Insured shall pay such excess to the Insurer; on the other hand, if the estimated deposit premium exceeds the earned premium, the Insurer shall return to the Named Insured such excess.
- d) The Named Insured shall maintain for each hazard hereby insured against, a record of the information necessary for premium computation on the basis stated, and shall submit such record to the Insurer at the end of the policy period and at such other times during the policy period as the Insurer may direct.

### 2. Inspection – Audit

The Named Insured shall permit the Insurer to inspect the insured premises, operations and elevators and to examine and audit the Named Insured's books and records at any time during the policy period (and any extension thereof and within one year after the termination of this policy), as far as they relate to the premium basis or the subject matter of this insurance. The Insurer assumes no responsibility and waives no rights by reason of such inspection, examination, audit or the omission thereof.

### 3. Insured's Duties in the event of Accident, Occurrence, Claim or Suit

- a) In the event of an accident or occurrence, written notice containing particulars sufficient to identify the Insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given promptly by or for the Insured to the Insurer or any of its authorized agents.
- b) If the claim is made or suit is brought against the Insured, the Insured shall immediately forward to the Insurer every writ, letter, document or advice received by him or his representative.
- c) The Insured shall cooperate with the Insurer and, upon the Insurer's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the Insured because of injury or damage with respect to which insurance is afforded under this policy; and the Insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expenses other than for the first aid to others at the time of accident.

### 4. Action against Insurer

No action shall lie against the Insurer under any Insuring Agreement of this policy including the Insuring Agreement relating to "Defense – Settlement – Supplementary Payments" unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and the Insurer. Every action or proceeding against the Insurer shall be commenced within one year next after the date of such judgment or written agreement and not afterwards. If this policy is governed by the law of Quebec, every action or proceeding against the Insurer shall be commenced within three years from the time the right of action arises. Nothing contained in this policy shall give any person or organization any right to join the Insurer as a co-defendant in any action against the Insured to determine the Insured's liability. Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Insurer of any of its obligations hereunder.

### 5. Subrogation

In the event of any payment under this policy, the Insurer shall be subrogated to all the Insured's rights of recovery therefor against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

### 6. Other Insurance

The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the Insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis the amounts of the Insurer's liability under this policy shall not be reduced by the existence of such other insurance. When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the Insurer shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

- a) Contribution by Equal Shares

If all of such other valid and collectible insurance provides for contribution by equal shares, this Insurer shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.



b) Contribution by Limits

If any of such other insurance does not provide for contribution by equal shares, this Insurer shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

**7. Changes**

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Insurer from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

**8. Assignment**

Assignment of interest under this policy shall not bind the Insurer until its consent is endorsed hereon; if, however, the Named Insured shall die or be adjudged bankrupt or insolvent within the policy period, this policy, unless cancelled, shall, if written notice be given to the Insurer within sixty days, after the date of such death or adjudication, cover the Named Insured's legal representative as the Named Insured except in the Province of Quebec where no notice is required.

**9. Notice**

Any written notice to the Insurer may be delivered at or sent by registered mail to the agent through whom this policy was issued or to any branch of the Insurer in Canada. Written notice may be given to the Named Insured by letter personally delivered to him or by registered letter addressed to him at his last post office address notified to the Insurer; or, except in Quebec, where no address is notified and the address is not known, addressed to him at the post office of the agency, if any, from which the application was received. In this condition the expression "registered" shall mean registered within or without Canada. Notice to the first Named Insured shall constitute notice to all Insureds.

**10. Cancellation – Termination**

- a) This policy may be terminated,
  - i) by the Insurer giving to the Named Insured 15 days written notice of termination by registered mail or personal delivery;
  - ii) by the Named Insured at any time on written request.
- b) Where the policy is terminated by the Insurer,
  - i) and where the premium is developed on other than an estimated basis, the Insurer will refund the excess of the paid premium for the time the policy has been in force, calculated pro rata; or
  - ii) where the premium is developed by an estimated basis, the Insurer will refund the excess of the premium above the premium earned, when determined.
- c) Where the policy is terminated by the Named Insured,
  - i) and where the premium is developed on other than an estimated basis, the Insurer will refund the excess of the paid premium above the short rate premium for the time the policy has been in force calculated in accordance with the short rate premium table in use by the Insurer, and except in Quebec, subject to the retention of the minimum premium, if any, provided by the policy, or
  - ii) where the premium is developed by an estimated basis, the Insurer will refund the excess of the paid premium above the premium earned, when determined, and except in Quebec, subject to the retention of the minimum premium, if any, provided by the policy.
- d) Refund of premium may be made by money, postal or express company money order or by cheque payable at par.
- e) Except in Quebec, the fifteen days mentioned above in this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.
- f) In Quebec, the Notice of Cancellation from the Insurer takes effect 15 days after receipt by the Insured at the last known address.
- g) premium adjustment may be made at the time cancellation is effected and if not then made shall be made as soon as practicable after cancellation becomes effective but payment or tender of unearned premium is not a condition of cancellation.

**11. Declarations**

By acceptance of this policy, the Named Insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the Insurer or any of its agents relating to this insurance.

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**OWNERS' LANDLORDS' & TENANTS' LIABILITY COVERAGE RIDER – FORM 0765**

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**COVERAGE FOR DESIGNATED PREMISES AND RELATED OPERATIONS IN PROGRESS**

The Insurer agrees, subject to the statements contained in the declarations of the policy and the liability declarations (both of which are herein referred to as the declarations), the liability definitions and liability insurance conditions attached to the policy and such additional declarations, exclusions, limitations, conditions and other terms of this rider, as follows:

**INSURING AGREEMENTS**

**I. Coverage A – Bodily Injury Liability**

To pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as compensatory damages because of bodily injury arising out of the ownership, maintenance or use of the insured premises and all operations necessary or incidental thereto.

**Coverage B – Property Damage Liability**

To pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as compensatory damages because of property damage caused by accident and arising out of the ownership, maintenance or use of the insured premises and all operations necessary or incidental thereto.

**II. Defence – Settlement – Supplementary Payments**

As respects insurance afforded by this Policy, the Insurer shall:

- 1) defend in the name and on behalf of the Insured and at the cost of the Insurer any civil action which may at any time be brought against the Insured on account of such bodily injury or property damage but the Insurer shall have the right to make such investigation, negotiation and settlement of any claim as may be deemed expedient by the Insurer;
- 2) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this Policy, all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish such bonds;

- 3) pay all costs taxed against the Insured in any civil action defended by the Insurer and any interest accruing after entry of judgment (or, in those jurisdictions where statute prescribes interest from some other date, from such prescribed date) upon that part of the judgment which is within the limits of the Insurer's liability;
- 4) pay expenses incurred by the Insured for such immediate medical and surgical relief to others as shall be imperative at the time of accident;
- 5) pay reasonable expenses incurred by the Insured at the Insurer's request in assisting the Insured in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25.00 per day

The amounts so incurred except settlement of claims or suits are payable in addition to the applicable limits of liability.

### III. Persons Insured

Each of the following is an Insured under this insurance to the extent set forth below:

- 1) if the Named Insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor;
- 2) if the Named Insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- 3) if the Named Insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- 4) any person (other than an employee of the Named Insured) or organization while acting as real estate manager for the Named Insured.

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the Insured is a partner or member and which is not designated in this policy as a Named Insured.

### IV. Policy Territory

This insurance applies only to bodily injury or property damage which occurs within the policy territory.

## EXCLUSIONS

#### *This insurance does not apply to:*

- a) liability assumed by the Insured under any contract or agreement except an incidental contract, but this exclusion does not apply to a warranty of fitness or quality of the Named Insureds products with respect to consumption, handling or use thereof on the insured premises;
- b) bodily injury or property damage arising out of the ownership, maintenance, use or operation by or on behalf of the Insured of any automobile;
- c) bodily injury or property damage arising out of the ownership, maintenance, use, operation, loading or unloading by or on behalf of the Insured of any watercraft, but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the Named Insured;
- d)
  - 1) bodily injury or property damage arising out of the ownership, maintenance, use, operation, loading or unloading by or on behalf of the Insured of:
    - i) any aircraft, or
    - ii) any air cushion vehicle;
  - 2) bodily injury or property damage arising out of the ownership, existence, use or operation by or on behalf of the Insured of any premises for the purpose of an airport or aircraft landing strip and all operations necessary or incidental thereto;
- e) bodily injury to any employee of the Insured arising out of and in the course of his employment by the Insured, but this exclusion does not apply to liability assumed by the Insured under an incidental contract
- f) any obligation for which the Insured or his Insurer may be held liable under any workmen's compensation law;
- g) bodily injury caused intentionally by or at the direction of the Insured;
- h) property damage to
  - 1) property owned or occupied by or rented to the insured, or
  - 2) property used by the Insured, or
  - 3) property in the care, custody or control of the Insured or property as to which the Insured is for any purpose exercising physical control, or
  - 4) any personal property or any fixtures as the result of any work performed thereon by the Insured or anyone on his behalf,

but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the Named Insured;
- i) property damage to the Named Insured's products arising out of such products or any part of such products;
- j) property damage to work performed by or on behalf of the Named Insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- k) bodily injury or property damage included within the completed operations hazard or the products hazard;
- l) bodily injury or property damage arising out of operations on or from premises (other than the insured premises) owned by, rented to or controlled by the Named Insured, or to liability assumed by the Insured under any contract or agreement relating to such premises;
- m) bodily injury or property damage arising out of structural alterations which involve changing the size of or moving buildings or other structures, new construction or demolition operations performed by or on behalf of the Named Insured;
- n) loss of use of tangible property which has not been physically injured or destroyed resulting from
  - 1) a delay in or lack of performance by or on behalf of the Named Insured of any contract or agreement, or
  - 2) the failure of the Named Insured's products or work performed by or on behalf of the Named Insured to meet the level of performance, quality, fitness or durability warranted or represented by the Named Insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the Named Insured's products or work performed by or on behalf of the Named Insured after such products or work have been put to use by any person or organization other than an Insured;
- o. bodily injury or property damage due to war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power;
- p. Nuclear Energy Liability—see exclusion herein;
- q. Environmental Liability—see exclusion herein.

## LIMITS OF LIABILITY

Regardless of the number of (1) Insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the Insurer's liability is limited as follows:

### 1. Limits of Liability – Coverage A

The limit of bodily injury liability stated in the schedule as applicable to "each person" is the limit of the Insurer's liability for all compensatory damages, including compensatory damages for care and loss of services, arising out of bodily injury sustained by one person in any one occurrence; the limit of such liability stated in the

schedule as applicable to "each occurrence" is, subject to the above provision respecting each person, the total limit of the Insurer's liability for all compensatory damages, including compensatory damages for care and loss of services, arising out of bodily injury sustained by two or more persons in any one occurrence.

## 2. Limits of Liability – Coverage B

The limit of property damage liability stated in the schedule as applicable to "each accident" is the total limit of the Insurer's liability for all compensatory damages arising out of property damage, as the result of any one accident, or series of accidents arising out of one event.

## 3. Limits of Liability – Coverages A & B

The inclusive limit of liability stated in the schedule as applicable to "bodily injury each occurrence property damage each accident" is the total limit of the Insurer's liability under Coverages A or B or Coverages A and B combined for all compensatory damages, including compensatory damages for care and loss of services, arising out of bodily injury in any one occurrence or property damage as a result of any one accident or series of accidents arising out of one event.

4. For the purpose of determining the limit of the Insurer's liability, all bodily injury arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

## ADDITIONAL DEFINITION

When used in reference to this insurance (including endorsements forming a part of the policy):

"insured premises" means (1) the premises designated in the schedule, and (2) premises as to which the Named Insured acquires ownership or control provided the Named Insured notifies the Insurer within 30 days following the effective date of such acquisition, but the insurance with respect to the newly acquired premises does not apply to any loss against which the named Insured has other valid and collectible insurance, and includes the ways immediately adjoining such premises.

## DESCRIPTION OF TERMS USED FOR PREMIUM BASES

1. "Area" means the square footage of the buildings to be insured excluding that portion of the basement used exclusively for storage or that portion of the premises used for heating or air conditioning plant purposes.
2. "Receipts" means the gross amount of money charged by the Named Insured for such operations as are rated on a receipts basis during the policy period.
3. "Remuneration" means the total earnings during the policy period for each owner, partner, executive officer or employee.

## AMENDATORY ENDORSEMENT

This endorsement modifies such insurance as is afforded by the policy relating to the following coverage riders:

Comprehensive General Liability, Storekeepers Liability, Owners' Landlords' and Tenants' Liability.

### 1. Definition – Products and Completed Operations Hazards

Products and Completed Operations Hazards shall be defined as follows:

- a) the consumption, handling or use of or the existence by any condition in goods or products manufactured, handled or distributed by the Insured which have passed into possession of others, after removal from premises owned, rented or controlled by the Insured, or
- b) construction, installation, service or repair operations for others away from premises owned, rented or controlled by the Insured, after such operations have been completed or abandoned, provided operations shall not be deemed incomplete because improperly or defectively performed or because further operations may be required pursuant to a service or maintenance agreement.

### 2. Amended – Environmental Liability Exclusion (Pollution Exclusion)

It is agreed that the exclusion relating to the dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants is replaced by the following:

- 1) bodily injury or property damage arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants;
  - a) at or from premises owned, rented or occupied by the Insured;
  - b) at or from any site or location used by or for the Insured or others for the handling, storage, disposal, processing or treatment of waste;
  - c) which are at any time transported, handled, stored, treated disposed of, or processed as waste by or for the Insured or any person or organization for whom the Insured may be legally responsible; or
  - d) at or from any site or location on which the Insured or any contractors or subcontractors working directly or indirectly on behalf of the Insured are performing operations; or
    - i) if the pollutants are brought on or to the site or location in connection with such operations; or
    - ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize the pollutants.
- 2) any loss, cost or expense arising out of any governmental direction or request that the Insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.
- 3) fines, penalties, punitive or exemplary damages arising directly or indirectly out of the discharge, dispersal, release or escape of any pollutants.

"Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

### 3. Additional Exclusion – Alcoholic Beverage Exclusion

This insurance does not apply to bodily injury or property damage for which the Insured may be held liable by reason of:

- 1) causing or contributing to the intoxication of any person;
- 2) the furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- 3) any statute ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if the insured is in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

### 4. Additional Exclusion – Professional Liability Exclusions

- A) This insurance does not apply to bodily injury or property damage due to the rendering of or failure to render any professional service.
- B) This insurance does not apply to bodily injury or property damage due to the rendering of or failure to render any cosmetic, ear piercing, tonsorial, massage, physiotherapy, chiropody, hearing aid, optical or optometrical service or treatments.
- C) This insurance does not apply to bodily injury or property damage due to:
  - a) the rendering of or failure to render
    - 1) medical, surgical, dental, x-ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith, or
    - 2) any service or treatment conducive to health or of a professional nature, or
    - 3) any cosmetic or tonsorial service or treatment;

- b) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
- c) the handling of deceased human bodies or performing of autopsies thereon.
- D) This insurance does not apply to bodily injury or property damage arising out of any professional services performed by or for the Named Insured, including (i) the preparation of approval of maps, plans, opinions, reports, surveys, designs or specifications, or (ii) supervisory, inspection or engineering services.

## 5. Property Damage Deductible Endorsement (Per Accident Basis)

Amount of Deductible: As indicated in the Policy Declarations.

### *It is agreed that:*

1. The Insurer's obligation under the Property Damage Liability coverage to pay compensatory damages on behalf of the Insured applies only to the amount of compensatory damages in excess of the deductible amount stated above.
2. The deductible amount applies to all compensatory damages because of property damage as the result of any one accident.
3. The terms of the policy, including those with respect to (a) the Insurer's rights and duties with respect to the defence of suits and (b) the Insured's duties in the event of an accident apply irrespective of the application of the deductible amount.
4. The Insurer may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the Named Insured shall promptly reimburse the Insurer for such part of the deductible amount as has been paid by the Insurer.

All terms and conditions of the policy to which this endorsement is attached remain unchanged except as herein provided.

## PERSONAL ARTICLES FLOATER – FORM 7800

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If the Coverage Summary Page indicates form 7800 applies, we insure your Personal Articles listed on the Supplementary Schedule against all risks of direct physical loss or damage, subject to the terms and conditions below.

We will pay up to the amount shown for each item. We may elect to repair any damaged articles or replace any lost or damaged articles with another of like quality and value. If your personal property is insured under Coverage C of Section 1 of this policy, then "Replacement Cost Cover", as described in the Basis of Claim Payment – Property section, will apply to your property insured under this Floater.

### LOSS OR DAMAGE NOT INSURED

#### *We do not insure:*

1. any property illegally acquired, imported, kept, stored or transported, or property seized or confiscated for breach of any law or by order of any public authority;
2. any property lawfully seized or confiscated unless the property is destroyed to prevent the spread of fire;
3. any musical instrument played for a fee unless we have given our written permission.

#### *We do not insure loss or damage caused by or resulting from:*

4. wear, tear, deterioration, defect or mechanical breakdown;
5. birds, vermin (as defined herein), rodents or insects;
6. any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
7. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
8. electrical currents, other than lightning, which damage electrical devices or appliances. If, however, a fire results, we will pay for the fire damage;
9. any intentional or criminal act or failure to act by:
  - a. any person insured under this form; or
  - b. any other person at the direction of any person insured under this form.

### SPECIAL CONDITIONS

**Stamp and Coin Collections:** We will pay for loss or damage to your collection in the proportion that the amount of insurance on your collection bears to its cash market value at the time of loss. We will not pay more than \$250. on any single article of your collection. A single article means any one stamp, coin or other individual article or pair, strip, block, series, sheet, cover, frame, card or the like.

**Newly Acquired Articles:** If you acquire any additional articles of the type for which an Amount of Insurance is shown, we will automatically insure these under this coverage provided you notify us within 30 days. We will not pay more than \$5,000. under this extension.

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

**Camera Deductible Clause:** Each claim for loss or damage under this coverage for cameras and their equipment shall be adjusted separately and from the amount of such loss or damage we will deduct the sum of \$25.

All the statutory and additional conditions of the policy also apply to this coverage.

## BOAT AND MOTOR FLOATER – FORM 7802 OR BM-11

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### *If the Coverage Summary Page indicates Form 7802 or BM-11, we insure:*

1. the boat(s) described in the Coverage Summary Page including its permanently attached equipment(except outboard motors);
2. the motor(s) described in the Coverage Summary Page including fuel containers and electric starting equipment or controls supplied as integral equipment by the manufacturer;
3. the boat trailers(s) described in the Coverage Summary Page;
4. boat and motor accessories not included in (1) or (2) above, including life preservers/jackets/personal floatation devices, batteries, oars, oarlocks, anchors, boat/motor covers, cushions, fire extinguishers, extra gasoline tanks, horns, pumps and similar property essential for usual operation, while such property is attached to or contained in or on the boat(s) covered by this insurance. Boat equipment does not include outboard motors, parasails, hang gliders, water skiing equipment, scuba gear, fishing tackle, other sporting equipment or other personal property. This class of equipment would be categorized under the personal property section of your policy and therefore subject to coverage terms pertinent to that section.

### INSURED PERILS

The Coverage Summary page will describe the items to be insured and specify whether a Limited Form or All Risk Form applies.

If the Coverage Summary page indicates the Limited Form is chosen, you are insured against loss or damage to the insured property directly caused by the following perils;

1. Fire, lightning or explosion;
2. Theft of the entire boat and/or motor including, if stolen therewith, property described as equipment in the Schedule of Property Insured;

3. Collision while afloat with any other vessel or object but, excluding loss or damage directly or indirectly caused by windstorm or flood, unless the boat is occupied at the time of loss or damage. Contact with the river, lake or sea bed shall not be considered to be a collision;
4. Impact by any vehicle or aircraft or object falling there from;
5. The collision, derailment or overturn of any land conveyance on which the insured property is being transported.

If the Coverage Summary page indicates the **All Risk Form** is chosen, you are insured against all risks of direct physical loss or damage from any external cause.

Both the **Limited** and **All Risks** forms are subject to the exclusions, terms and conditions set out below.

## LOSS OR DAMAGE NOT INSURED

### ***We do not insure:***

1. any property illegally acquired, imported, kept, stored or transported;
2. any property lawfully seized or confiscated unless the property is destroyed to prevent the spread of fire;
3. loss or damage to electrical apparatus caused by electricity other than lightning. If fire ensues, we will pay for the damage caused by the fire;
4. any property used outside the territorial limits as described in the Definitions Section of this Form.

### ***Loss or damage to any watercraft, outboard motors, boating equipment or boat trailers caused by or resulting from:***

1. wear and tear, gradual deterioration (including gradual loss or damage by any form of marine life), mechanical defects or breakdown, marring, (scratching, denting, chipping unless caused by theft or attempted theft), electrolysis, rust, corrosion, dampness or dryness of atmosphere or weathering, dry rot, fungi, spores or bacteria;
2. birds, vermin (as defined herein), rodents or insects;
3. any repairing, adjusting, servicing, maintenance operation, or while any work is being performed or if the loss is due to electrical currents, except lightning. Should fire or explosion ensue we will insure your loss, but only for the loss due to the fire or explosion;
4. ice, freezing, or extremes of temperature;
5. any watercraft or equipment illegally acquired by the insured or kept or seized or confiscated by an order of a public authority or as a result of a violation of any law;
6. any illicit or prohibited/illegal trade or transportation;
7. intentional or criminal acts of others who borrow or use your watercraft;
8. any intentional or criminal act or failure to act by;
  - a. any person insured under this form, or;
  - b. any person at the direction of any person insured under this form;
9. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
10. any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive materials;
11. the inability of the operator to maintain proper control of the watercraft while under the influence of intoxicating and/or illegal substances, and/or medications indicating restrictions pertaining to the operation of transportation devices or machinery.
12. We do not insure any property while it is:
  - a. rented or leased to others;
  - b. used to carry passengers for compensation, or;
  - c. being operated in any race, speed contest, speed test, except for sailboats in non-professional races organized by a yacht club of which you are a member.
13. dishonesty of persons to whom the insured property is entrusted, except carriers for hire;
14. We do not insure any property not being operated in accordance with the Canada Shipping Act regulations governing age and horsepower restrictions and operator competency requirements.

## BASIS OF CLAIM PAYMENT

In the event of loss to watercraft, outboard motors, boating equipment and boat trailers we agree to pay on the basis of replacement cost, **up to the amount(s) of insurance shown on your Coverage Summary page.**

At the time of loss, we have the right to pay the cost of repairs or replacement (which ever is lower), with new property of similar kind, quality, and usefulness, without deduction for depreciation.

### ***We will not pay more than the Actual Cash Value in the event of loss to watercraft, outboard motors, boating equipment and boat trailers;***

1. if the damaged watercraft, outboard motor, boating equipment or boat trailer was more than 10 model years old at the beginning of the policy term;
2. if the damaged watercraft, outboard motor, boating equipment or boat trailer was not in proper working condition immediately before the loss;
3. if the watercraft, outboard motor, boating equipment or boat trailer was no longer used for its originally intended purpose;
4. unless repair or replacement is effected as soon as reasonably possible for boats &/or motors that qualify for replacement cost, and in no event more than one year after the date of loss.
5. should the Coverage Summary page indicate an ACV settlement clause pertaining to any of the watercraft, outboard motor, boating equipment or boat trailer as endorsed by our underwriting department.

## GENERAL CONDITIONS, DEFINITIONS & EXTENSIONS OF COVERAGE

**Actual Cash Value:** means the cost at the time of loss to repair or replace property after applying a depreciation factor. In determining depreciation we will consider the condition immediately before the damage, the age, the resale value, obsolescence, the normal life expectancy of the property, or other factors deemed appropriate at the time of loss.

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

**Territory:** The insurance covers only within the limits of Canada and Continental United States (excludes Alaska and Hawaii), unless otherwise endorsed hereon.

**Newly Acquired Equipment:** If you acquire any additional watercraft, outboard motors, boat trailers or miscellaneous equipment while this coverage is in effect, we will automatically insure it provided you tell us within 30 days of acquisition. We will not pay more than the amount(s) of insurance shown on your Coverage Summary page plus 25%. This extension only applies to newly acquired watercraft of a type already insured under this coverage and which meets our underwriting requirements. We'll adjust your premium on a pro-rata basis from the date of the acquisition.

**Loss of Use:** If an insured peril causes your boat or motor to become unfit for use, we will reimburse your expenses to a total of \$500 per occurrence for the rental of a substitute boat or motor.

**Minimum Retained Premium:** Any return premium due you shall be subject to retention by us of a Minimum Premium equivalent to 75% of the premium charged for the form.

All statutory and additional conditions of the policy apply to this coverage.

## FOOD FREEZER FLOATER — FORM 7805

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If the Coverage Summary Page indicates Form 7805 applies, we insure up to the amount specified on the Coverage Summary page or up to \$1,000. in all on:

1. food freezer(s) on your premises against all risks of direct physical loss or damage;
2. frozen foods against spoilage caused by power failure or mechanical breakdown of the food freezer(s) on your premises.

All the statutory and additional conditions of the policy apply to this extension.

### LOSS OR DAMAGE NOT INSURED

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

1. to the insured freezer(s) caused by or resulting from wear and tear, gradual deterioration, inherent vice, latent defect, mechanical breakdown, dampness of atmosphere, vermin (as defined herein), insects, rust, corrosion, mould, marring or scratching;
2. to insured food caused by:
  - a. improper or faulty wrapping, packing or handling;
  - b. inherent vice or natural spoilage;
3. caused by or resulting from your intentional or criminal acts.

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

All the statutory and additional conditions of the policy apply to this extension.

## SPORTS EQUIPMENT FLOATER — FORM 7810

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If the Coverage Summary Page indicates Form 7810 applies, we insure your Sports Equipment listed on the Coverage Summary page against all risks of direct physical loss or damage, subject to the terms and conditions set out below.

If your personal property is insured under Coverage C of Section 1 of this policy, then "Replacement Cost Cover", as described in the Basis of Claim Payment – Property section, will apply to your property insured under this Floater.

### LOSS OR DAMAGE NOT INSURED

***We do not insure:***

1. any property illegally acquired, imported, kept, stored or transported, or property seized or confiscated for breach of any law or by order of any public authority;
2. any property lawfully seized or confiscated unless the property is destroyed to prevent the spread of fire;
3. loss or damage to tires or tubes unless co-incident with other loss or damage insured under this floater.

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

4. wear, tear, deterioration, defect or mechanical breakdown;
5. birds, vermin (as defined herein), rodents or insects;
6. any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
7. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
8. any intentional or criminal act or failure to act by:
  - a. any person insured under this form; or
  - b. any other person at the direction of any person insured under this form;
9. dampness or dryness of atmosphere, extremes or changes of temperature, heating, shrinking, breakage of glass or similar fragile materials, marring, scratching, denting, tearing, rust or corrosion, exposure to light or change in colour or finish;
10. breakage while in use;
11. property undergoing any process or while being worked on, where the damage results from such process or work, but the resulting damage to other property is insured.

### SPECIAL CONDITIONS

**Newly Acquired Articles:** If you acquire any additional sports equipment, we will automatically insure these provided you tell us within 15 days of acquisition. Under this extension we will not pay more than 25% of the total amount of insurance provided by this form.

All the statutory and additional conditions of the policy apply to this Floater.

## BICYCLE FLOATER — FORM 7812

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### PROPERTY INSURED

We insure only your bicycles that are specifically described in the Coverage Summary Page.

If your personal property is insured under Coverage C of Section 1 of this policy, then "Replacement Cost Cover", as described in the Basis of Claim Payment – Property section, will apply to your property insured under this Floater.

### PROPERTY NOT INSURED

***We do not insure any property:***

1. used as a public or livery conveyance for carrying passengers for compensation;
2. while rented to others;
3. while operated in any official race or speed test;
4. illegally acquired, kept, stored or transported or property subject to forfeiture;
5. lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;

### INSURED PERILS

You are insured against all risks of direct physical loss or damage subject to the exclusions and conditions in this policy and coverage.

## LOSS OR DAMAGE NOT INSURED

### *We do not insure loss or damage caused by or resulting from:*

1. dishonesty of persons to whom the insured property is entrusted. This exclusion does not apply where the person entrusted is a carrier for hire;
2. wear and tear, gradual deterioration, latent defect or inherent vice;
3. mechanical breakdown;
4. marring and scratching, rust or corrosion, extremes of temperature, condensation, dampness of atmosphere, wet or dry rot, mould or contamination;
5. the cost of making good faulty material or workmanship;
6. personal property undergoing any process or being worked on where damage results from such process or work;
7. birds, raccoons, vermin (as defined herein), rodents or insects;
8. any nuclear incident as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute, or any law amendatory thereof or nuclear explosion, except for ensuing loss or damage which results directly from fire, lightning or explosion of natural, coal or manufactured gas;
9. by contamination by radioactive material;
10. war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
11. your intentional or criminal acts;
12. loss or damage resulting from a change in ownership of property that is agreed to, even if that change was brought about by trickery or fraud.

## DEDUCTIBLE

We are responsible only for the amount by which the loss or damage caused by any of the Insured Perils exceeds the amount of the deductible shown on the Coverage Summary page in any one occurrence.

## FINE ARTS FLOATER – FORM 7814

If the Coverage Summary page indicates Form 7814 applies, we insure your fine arts listed on the Coverage Summary page against all risks of direct loss or damage subject to the terms and conditions set out below. We will pay up to the amount shown for each item. We insure the fine arts listed at the locations specified, unless the *Floater* coverage is indicated.

If the *Floater* cover is indicated, coverage will apply while in transit, or exhibition elsewhere within the Territorial Limits of Canada and the Continental United States, excluding the premises of Fairgrounds or any National or International exposition.

## LOSS OR DAMAGE NOT INSURED

### *We do not insure:*

- a. property illegally imported, acquired, kept, stored or transported;
- b. property seized or confiscated unless such property is destroyed to prevent the spread of fire;
- c. breakage of fragile articles unless caused by fire, earthquake, explosion, falling object striking the exterior of a building, flood, impact by aircraft or land vehicle, lightning, riot, smoke, vandalism of malicious acts, windstorm or hail, or by accident to land vehicle, watercraft or aircraft or by theft or attempted theft.

If the Coverage Summary page shows breakage coverage applies, the exclusion (c) shall not be applicable.

### *We do not insure loss or damage caused by or resulting from:*

1. wear and tear, deterioration, defect or mechanical breakdown;
2. birds, vermin (as defined herein), rodents or insects;
3. any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
4. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
5. any intentional or criminal act or failure to act by:
  - a. any person insured under this form; or
  - b. any other person at the direction of any person insured under this form;
6. any process or work being performed on your fine arts.

## SPECIAL CONDITIONS

**Newly Acquired Articles:** If you acquire any additional fine arts, we will automatically insure these provided you tell us within 30 days of acquisition. Under this extension we will not pay more than 25% of the total amount of insurance provided by this floater.

**Packing and Unpacking:** The fine arts must be packed and unpacked by competent packers.

**Agreed Value:** If the Coverage Summary Page indicates "Agreed Value" for an insured item, it means we have agreed that the amount of insurance shown for that item is its Actual Cash Value.

Any loss or damage shall not reduce the amounts of insurance provided by this floater. If, following payment of claim, you acquire any articles to replace those which were lost or damaged, you must tell us within 30 days of acquisition.

All the statutory and additional conditions of the policy also apply to this coverage.

## UNREGISTERED/UNLICENSED VEHICLE FLOATER – FORM 7820

## ALL RISK

### 1. PROPERTY INSURED

This policy insures equipment as described herein, the property of the Insured or any member of the Insured's family permanently residing with the Insured, for not exceeding the limit expressed for each of the following units:

ITEM NO.	DESCRIPTION	AMOUNT OF INSURANCE
	AS STATED IN THE DECLARATIONS	
		Total \$

It is understood and agreed that the Insurer will not be liable if the vehicle is registered or licensed under the OFF-ROAD VEHICLE ACT or the HIGHWAY TRAFFIC ACT, or is being operated in contravention of either Act.

### **Deductible Clause**

The Insurer is liable only for the amount by which the loss or damage caused by any of the perils insured against under this policy exceeds \$100 in any one occurrence.

## **2. TERRITORIAL LIMITS**

The insured property is covered anywhere within the territorial limits of Canada and the Continental United States of America.

## **3. PERILS INSURED**

This Policy insures against all risks of direct physical loss or damage except as herein provided.

## **4. PERILS EXCLUDED**

*This Policy does not insure against:*

- a. Loss or damage caused (1) by any process of refinishing, renovating, or repairing; (2) by dampness of atmosphere and or extremes of temperature; (3) by moths, vermin (as defined herein), wear and tear, gradual deterioration, inherent defect or faulty manufacture;
- b. Marring, scratching, tearing or denting unless caused by fire, lightning, theft or the collision or upset of a transporting conveyance;
- c. Infidelity of Insured's employees or persons to whom the insured property may be entrusted or rented;
- d. Loss or damage due to breakage of fishing or skiing equipment while in use;
- e. Loss or damage caused by or resulting from
  - i. hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (a) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval, or air forces; or (b) by military, naval or air forces; or (c) by an agent of any such government, power, authority or forces,
  - ii. any weapon of war employing atomic fission or radioactive force whether in time of peace or war;
  - iii. insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.
- f. Loss or damage caused by contamination by radioactive material.

## **5. CO-INSURANCE**

The Insurer shall be liable in the event of loss for no greater proportion thereof than the amount insured bears to the actual cash value of the property insured hereunder at the time when such loss shall happen. This condition shall apply separately to each item insured.

## **6. OTHER INSURANCE**

Where there is any other valid insurance providing indemnity for loss for which this policy provides indemnity, the Insurer shall be liable only for its rateable proportion of the loss.

# **RENT OR RENTAL VALUE ENDORSEMENT – FORM 7829**

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## **1. INDEMNITY AGREEMENT**

This Form insures, up to the amount in the Declarations, the rent and rental value of the described building(s) and additions and extensions communicating and in contact therewith.

## **2. MEASURE OF RECOVERY**

The measure of recovery in the event of loss hereunder shall be the reduction in "gross rent and rental value" directly resulting from being untenable solely and directly due to destruction or damage by the perils insured against to the described building(s), less charges and expenses which do not necessarily continue during the period the building(s) is so untenable, for not exceeding such length of time as would be required with the exercise of due diligence and dispatch to rebuild, repair or replace such part of the building(s) described as has been destroyed or damaged, commencing with the date of such destruction or damage and limited to a period of 12 consecutive calendar months from the date of such destruction or damage, but not exceeding the **actual loss sustained** by the Insured resulting from the building(s) being untenable.

## **3. CO-INSURANCE**

The Insured shall maintain insurance concurrent in form, range and wording with this insurance to the extent of at least the percentage stated in the Declarations of the annual "gross rent and rental value" herein defined of the described building(s) and that failing to do so, the Insured shall only be entitled to recover that portion of any loss that the amount of insurance in force at the time of loss bears to the amount of insurance required to be maintained by this clause.

## **4. INTERRUPTION BY CIVIL AUTHORITY**

This form is extended to include the actual loss as insured hereunder during the period of time, not exceeding two weeks, while access to the described premises is prohibited by order of civil authority, but only when such order is given as a direct result of damage to neighbouring premises by a peril insured against.

## **5. ADDITIONAL EXCLUSIONS**

*The Insurer shall not be liable for:*

- (a) any increase of loss directly or indirectly, proximately or remotely, resulting from, or contributed to by, the operation of any by-law, ordinance or law regulating zoning or the demolition, repair or construction of buildings or structures unless the liability is otherwise specifically assumed by endorsement hereon;
- (b) any increase of loss caused by delays or loss of time due to the presence of strikers or other persons or to labour disturbances on or about the premises interfering with the rebuilding, repairing or replacing the property damaged or destroyed or the resumption or continuation of business or free access to or control of the premises or due to the action of sympathetic strikers elsewhere;
- (c) loss due to the suspension, lapse or cancellation of any lease or license, contract or order, which may affect the Insured's "gross rent and rental value" after the period following any loss during which indemnity is payable.



## 6. WAIVER OF TERM OR CONDITION

No term or condition of this Policy shall be deemed to be waived by the Insurer in whole or in part unless the waiver is clearly expressed in writing signed by a person authorized for that purpose by the Insurer. Neither the Insurer nor the Insured shall be deemed to have waived any term or condition of this Policy by any act relating to the appraisal of the amount of loss or to the delivery and completion of proofs, or the investigation or adjustment of any claim under this Policy.

## 7. DEFINITIONS

“Gross Rent and Rental Value” is defined as the sum of;

- (a) the actual total annual gross rent or rental value of the occupied portion(s) of the building(s),
- (b) the estimated annual rental value of the unoccupied portion(s) of the building(s), and
- (c) a fair rental value of the proportion(s), if any, of the building(s) occupied by the Insured.

All other terms and conditions of this Policy remain unchanged.

## MISCELLANEOUS PROPERTY FLOATER – FORM 7832

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If the Coverage Summary page indicates that Form 7832 applies, we provide the insurance described below.

### PROPERTY INSURED

We insure the property described on the Coverage Summary page for which an amount of insurance is shown. If your personal property is insured under Coverage C of Section 1 of this policy, then “Replacement Cost Cover”, as described in the Basis of Claim Payment – Property section, will apply to your property insured under this Floater. This provision does not apply to any agricultural or commercial property which may be scheduled.

### INSURED PERILS

#### All Perils Form

If the Coverage Summary page specifies All Perils Form, you are insured against all risks of direct physical damage from any external cause, except the following:

***We do not insure:***

1. loss or damage caused by or resulting from wear, tear, gradual deterioration, latent defect, dampness of atmosphere, freezing or extremes of temperature, moths, rodents or vermin (as defined herein);
2. loss or damage caused by or resulting from mechanical or electrical breakdown, disturbance or failure, or repairing, adjusting, servicing or maintenance operations, but if any of these result in fire or explosion, we will pay only for the resulting loss or damage to insured property caused by fire or explosion;
3. loss or damage to tires or tubes unless the loss or damage is caused by fire, windstorm or theft, or is coincident with other loss or damage insured by this Form;
4. Vandalism or malicious acts caused by you or any person employed by you;
5. theft of property from automobiles, trailers or other conveyances unless the theft results from forcible entry (of which there must be visible evidence) into a fully enclosed body or compartment which has been securely locked;
6. any mysterious disappearance or unexplained loss;
7. accumulative damage, however caused.

#### Named Perils Form

If the Coverage Summary page Specifies Named Perils, you are insured against direct loss or damage caused by:

1. Fire, Lightning;
2. Explosion, except explosion originating in internal combustion engines;
3. Windstorm or Hail;
4. Collision, upset or overturning of a vehicle on which the insured property is being transported, including collapse of bridges or culverts;
5. Vandalism or Malicious Acts. This peril does not include loss or damage:
  - a. caused by theft or attempted theft,
  - b. caused by you, or any person employed by you;
  - c. to tires or tubes unless the loss or damage is co-incident with other loss or damage to the insured property;
6. Theft, unless the Coverage Summary page indicates “excluding theft”.

This peril does not include;

- a. any mysterious disappearance or unexplained loss;
- b. theft of property from automobiles, trailers or other conveyances unless the theft is a result of forcible entry (of which there must be visible evidence) into a fully enclosed body or compartment which has been securely locked.

### LOSS OR DAMAGE NOT INSURED

Applicable to All Perils and Named Perils Forms

***We do not insure:***

1. loss or damage resulting directly or indirectly from:
  - a. any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
  - b. war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
2. loss or damage resulting from your intentional acts;
3. loss or damage caused by or resulting from any fraudulent, dishonest or criminal act committed by you, or your partners, officers, directors, trustees, employees or agents or any person to whom the property is entrusted. This exclusion does not apply to property in the custody of a bailee hired by you;
4. loss due to delay or loss of market;
5. loss due to parting with title or possession of any property by you or others if induced to do so by any fraudulent scheme or false pretense;
6. any property illegally imported, acquired, kept, stored or transported;
7. any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
8. loss or damage directly or indirectly caused by or resulting from neglect, meaning neglected by you to use all reasonable means to save and preserve the property at and after the time of loss, or when property is endangered by an insured peril;
9. loss by theft, unless such loss is reported to the local police immediately.

**CO-INSURANCE CLAUSE**

We will not pay for a greater proportion of any loss than the applicable amount of insurance bears to the Actual Cash Value of the insured property at the time of loss. If two or more items are specifically described in the Coverage Summary page, this condition will apply separately to each item.

**TERRITORIAL LIMITS**

We insure the described property while on your premises and while temporarily away from your premises anywhere in Canada and the continental United States of America. However, if the Coverage Summary page indicates "Premises Coverage Only", we insure the property only while it is on your premises.

**ENDORSEMENTS 90 TO 99**

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Coverage may be limited or restricted by Endorsements 90 to 99 as described on the Coverage Summary page.

# SECTION II – LIABILITY COVERAGE

## DEFINITIONS (APPLICABLE TO SECTION II)

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

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

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

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

“**Premises**” in this Section means all premises where the person(s) named as Insured on the Declaration page, or his or her spouse, maintains a residence. It also includes:

1. other residential premises specified on the Declaration page, except business property and farms;
2. individual or family cemetery plots or burial vaults;
3. vacant land you own or rent, excluding farm land;
4. land where an independent contractor is building a one or two family residence to be occupied by you;
5. premises you are using or where you are temporarily residing if you do not own such premises.

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

“**You**” or “**Your**” in this Section have the same meaning as in Section I. In addition, the following persons are insured:

1. any person or organization legally liable for damages caused by a watercraft or animal owned by you, and to which this insurance applies. This does not include anyone using or having custody of the watercraft or animal in the course of any business or without your permission;
2. a residence employee while performing duties in connection with the ownership, use or operation of motorized vehicles and trailers for which coverage is provided in this form;
3. your legal representative having temporary custody of the insured premises, if you die while insured by this form, for legal liability arising out of the insured premises;
4. any person who is insured by this form at the time of your death and who continues residing on the insured premises.

## COVERAGES

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This insurance applies only to accidents or occurrences which take place during the term of this policy.

The amounts of insurance are shown on the Coverage Summary page. Each person insured is a separate Insured but this does not increase the limit of insurance.

### COVERAGE E – LEGAL LIABILITY

We pay all sums which you become legally liable to pay as compensatory damages because of bodily injury or property damage.

The amount of insurance is the maximum we will pay under one or more Sections of Coverage E, for all compensatory damages in respect of one accident or occurrence other than as provided under defense, settlement, supplementary payments.

You are insured for claims made against you arising from:

1. **Personal Liability** — legal liability arising out of your personal actions anywhere in the world.

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

- a. the ownership, use or operation of any motorized vehicle, trailer or watercraft, except those for which coverage is shown in this form;
- b. damage to property you own, use, occupy or lease;
- c. damage to property in your care, custody or control;
- d. damage to personal property or fixtures as a result of work done on them by you or anyone on your behalf;
- e. bodily injury to you or any person residing in your household other than a residence employee.

2. **Premises Liability** — legal liability arising out of your ownership, use or occupancy of the premises defined in Section II. This insurance also applies if you assume, by a written contract, the legal liability of other persons in relation to your premises.

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

- a. damage to property you own, use, occupy or lease;
- b. damage to property in your care, custody or control;
- c. damage to personal property or fixtures as a result of work done on them by you or anyone on your behalf;
- d. bodily injury to you or any person residing in your household other than a residence employee.

3. **Tenant's Legal Liability** — legal liability for property damage to residential premises or their contents which you are using, renting or have in your custody or control caused by the Insured Perils as described and limited in Section I respecting your particular Policy.

You are not insured for liability you have assumed by contract unless your legal liability would have applied even if no contract had been in force.

4. **Employers' Liability** — legal liability for bodily injury to residence employees arising out of and in course of their employment by you.

You are not insured for claims made against you resulting from the ownership, use or operation of aircraft while being operated or maintained by your employee.

You are not insured for liability imposed upon or assumed by you under any Workmen's Compensation Statute.

### DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS

We will defend you against any suit which makes claims against you for which you are insured under Coverage E and which alleges bodily injury or property damage and seeks compensatory damages, even if groundless, false or fraudulent. We reserve the right to investigate, negotiate and settle any claim or suit if we decide this is appropriate.

**In addition to the amount of insurance under Coverage E, we will pay:**

1. all expenses which we incur;
2. all costs charged against you in any suit insured under Coverage E;
3. any interest occurring after judgement on that part of the judgement which is within the amount of insurance of Coverage E;
4. premiums for appeal bonds required in any insured law suit involving you and bonds to release any property that is being held as security, up to the amount of insurance, but we are not obligated to apply for or provide these bonds;

5. expenses which you have incurred for emergency medical or surgical treatment to others following an accident or occurrence insured by this form;
6. reasonable expenses, including up to \$50 a day for your actual loss of wages or salary up to a maximum of \$250 in any one claim or suit, which you incur at our request.

## **COVERAGE F – VOLUNTARY MEDICAL PAYMENTS**

We will pay reasonable medical expenses, incurred within one year of the date of the accident, if you unintentionally injure another person or if they are accidentally injured on your premises even though you are not legally liable. Medical expenses include surgical, dental, hospital, nursing, ambulance service and funeral expenses. Medical expenses for residential employees are insured.

The amount of insurance shown on the Declaration page is the maximum amount we will pay for each person in respect of one accident or occurrence.

We will not pay expenses covered by any medical, dental, surgical, or hospitalization plan or law, or under any other insurance contract.

We will not pay your medical expenses or those of persons residing with you, other than residence employees.

We will not pay the medical expenses of any person covered by any Workers' Compensation Statute.

You are not insured for claims arising out of ownership, use or operation of any motorized vehicle, trailer or watercraft, except those for which coverage is shown in this policy

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

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

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

## **COVERAGE G – VOLUNTARY PROPERTY DAMAGE**

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

### ***You are not insured for claims:***

1. resulting from ownership, use or operation of any motorized vehicle, trailer or watercraft, except those for which coverage is provided by this form;
2. for property you or your tenants own or rent;
3. which are insured under Section I;
4. caused by the loss of use, disappearance or theft of property;

## **BASIS OF PAYMENT**

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### ***We will pay whichever is the least of the following:***

1. the actual cash value of the property at the time of loss;
2. what it would cost to repair or replace the property with materials of similar quality at the time of loss;
3. the amount shown on the Declaration page.

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

Within 60 days after the loss, you must submit to us (under oath if required) a PROOF OF LOSS FORM containing the following information;

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

If necessary, you must help us verify the damage.

## **LIABILITY LOSS ASSESSMENT COVERAGE FOR COMMON ELEMENTS**

If you are a Condominium Unit Owner, we will pay up to a total of the limit of Coverage E in any one annual policy period for your share of special assessments if;

1. the assessment is valid under the Condominium Corporation's governing rules, and
2. the assessments are made necessary by occurrences to which this Section of the form applies.

We will pay up to \$25,000 for any part of these assessments made necessary by a deductible in the insurance policy of the Condominium Corporation.

## **SPECIAL LIMITATIONS**

**Watercraft You Own:** You are insured against claims arising out of your ownership, use or operation of watercraft equipped with an outboard motor or motors of not more than 17 kw (25 HP) in total when used with or on a single watercraft. You are also insured if your watercraft has an inboard or inboard-outboard motor of not more than 38 kw (50 HP) or for any other type of watercraft not more than 8 meters (26 feet) in length.

If you own any motors or watercraft larger than those stated above, you are insured only if they are shown on the Declaration page.

If they are acquired after the effective date of this policy, you will be insured automatically for a period of 30 days only from the date of their acquisition.

**Watercraft You Do Not Own:** You are insured against claims arising out of your use or operation of watercraft which you do not own provided:

1. the watercraft is being used or operated with the owner's consent;
2. the watercraft is not owned by anyone included in the definition of "you" or "your" in Section II of this form.

You are not insured for damage to the watercraft itself.

**Motorized Vehicles – Vehicles You Own:** You are insured against claims arising out of your ownership, use or operation of the following, including their trailers and or attachments;

1. self-propelled lawn mowers, snow blowers, garden-type tractors of not more than 25 H.P., used or operated mainly on your property, provided they are not used for compensation or hire;
2. motorized golf carts while in use on a golf course;
3. motorized wheelchairs.

**Motorized Vehicles — Vehicles You Do Not Own:** You are insured against claims arising out of your use or operation of any self propelled land vehicle, amphibious vehicle or air cushion vehicle including their trailers which you do not own, provided that:

1. the vehicle is not subject to motor vehicle registration and is designed primarily for use off public roads;
2. you are not using it for business or organized racing;
3. the vehicle is being used or operated with the owner's consent;
4. the vehicle is not owned by anyone included in the definition of "you" or "Your" in Section II of this form.

You are not insured for damage to the vehicle itself.

**Trailers:** You are insured against claims arising out of your ownership, use or operation of any trailer or its equipment, provided that such trailer is not being towed by, attached to or carried on a motorized vehicle.

**Business and Business Property:** You are insured against claims arising out of:

1. your work for someone else as a sales representative, collector, messenger or clerk, provided that the claim does not involve injury to a fellow employee;
2. your work as a teacher, provided the claim does not involve physical disciplinary action to a student or injury to a fellow employee;
3. the occasional rental of your residence to others; rental to others of a one or two-family dwelling usually occupied in part by you as a residence, provided no family unit includes more than 2 roomers or boarders;
4. the rental of space in your residence to others for incidental office, school or studio occupancy;
5. the rental to others, or holding for rent, of not more than 3 car spaces or stalls in garages or stables;
6. activities during the course of your trade, profession or occupation which are ordinarily considered to be non-business pursuits;
7. the temporary or part time business pursuits of an insured person under the age of 21 years.

Claims arising from the following business pursuits are insured only if the properties or operations are shown on the Coverage Summary page:

1. the rental of residential buildings containing not more than 6 dwelling units;
2. the use of part of your residence by you for incidental office, school or studio occupancy.

## LOSS OR DAMAGE NOT INSURED

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**You are not insured for claims arising from:**

1. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
2. bodily injury or property damage which is also insured under a nuclear energy liability policy issued by the Nuclear Insurance Association of Canada, or any other group or pool of Insurers regardless of exhaustion of such policy amounts or its termination;
3. your business or any business use of the insured premises except as specified in this policy; the rendering of or failure to render any professional service;
4. bodily injury or property damage caused by any intentional or criminal act or failure to act by:
  - a. any person insured by this policy; or
  - b. any other person at the direction of any person insured by this policy;
5. the ownership, use or operation of any aircraft or premises used as an airport or landing strip, and all necessary or incidental operations;
6. the ownership, use or operation of any motorized vehicle, trailer or watercraft except those for which coverage is provided in this form;
7. the transmission of a communicable disease by any person insured by this policy.
8. the use or operation of any watercraft, whether owned by you or not, while it is:
  - a. being operated or controlled by you while you are under the influence of intoxicating liquor or drugs to such an extent as to be for the time being incapable of proper operation or control of the watercraft;
  - b. being operated or controlled by you while your alcohol-blood ratio exceeds 80 milligrams of alcohol in 100 milliliters of blood;
9. an animal you own or for which you are responsible which has been declared under any law, by-law or municipal ordinance to be a dangerous animal;
10. a. 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
  - b. 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;
11. the personal actions of a Named Insured who does not reside on the premises described in the Coverage Summary;
12. your use or operation of any motorized vehicle or watercraft while you are under such age as is prescribed by federal law or by the law of the province having jurisdiction as being the minimum age at which a licence or permit to operate that particular class of motorized vehicle or watercraft may be issued to you.
13. any claim that arises directly or indirectly, in whole or in part, out of the use or misuse of "social media" and/or the Internet. This includes the use of, distribution of, publication by, display of any material that offends another using social media and/or the Internet.
- 14.

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

## CONDITIONS

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

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

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

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

**Unauthorized Settlements — Coverage E:** You shall not, except at your cost, voluntarily make any payment, assume any obligations or incur expenses, other than first aid expenses necessary at the time of the accident.

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

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

**Insurance Under More Than One Policy:** If other insurance applies to a loss or claim, or would have applied if this policy did not exist, this policy will be considered excess insurance and will not pay any loss or claim until the amount of such other insurance is used up.

# STATUTORY AND ADDITIONAL CONDITIONS

## STATUTORY CONDITIONS (BRITISH COLUMBIA AND ALBERTA)

With respect to Section II — Liability Coverage, Statutory Conditions 1–14. Otherwise, all of the Conditions set forth under the titles Statutory Conditions and Additional Conditions apply as Policy Conditions, with respect to all of the perils insured by this policy except as these Conditions may be modified or supplemented by the Riders or Endorsements forming part of this policy.

### 1. MISREPRESENTATION

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

### 2. PROPERTY OF OTHERS

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

- a. otherwise specifically stated in the contract, or
- b. the interest of the insured in that property is stated in the contract.

### 3. CHANGE OF INTEREST

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

### 4. MATERIAL CHANGE IN RISK

- 1) The insured must promptly give notice in writing to the insurer or its agent of a change that is
  - a. material to the risk, and
  - b. within the control and knowledge of the insured.
- 2) If an insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.
- 3) If an insurer or its agent is notified of a change under subparagraph (1) of this condition, the insurer may
  - a. terminate the contract in accordance with Statutory Condition 5, or
  - b. notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.
- 4) If the insured fails to pay an additional premium when required to do so under subparagraph (3) (b) of this condition, the contract is terminated at that time and Statutory Condition 5 (2) (a) applies in respect of the unearned portion of the premium.

### 5. TERMINATION OF INSURANCE

- 1) The contract may be terminated
  - a. by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
  - b. by the insured at any time on request.
- 2) If the contract is terminated by the insurer,
  - a. the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and
  - b. the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.
- 1) If the contract is terminated by the insured, the insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.
- 2) The 15 day period referred to in subparagraph (1) (a) of this condition starts to run on the day the registered letter or notification of it is delivered to the insured's postal address.

### 6. REQUIREMENTS AFTER LOSS

- 1) On the happening of any loss of or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9,
  - a. immediately give notice in writing to the insurer,
  - b. deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration,
    - i. giving a complete inventory of that property and showing in detail quantities and cost of that property and particulars of the amount of loss claimed,
    - ii. stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
    - iii. stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured,
    - iv. stating the amount of other insurances and the names of other insurers,
    - v. stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
    - vi. stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued, and
    - vii. stating the place where the insured property was at the time of loss,
  - c. if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and
  - d. if required by the insurer and if practicable,
    - i. produce books of account and inventory lists,
    - ii. furnish invoices and other vouchers verified by statutory declaration, and
    - iii. furnish a copy of the written portion of any other relevant contract.
- 2) The evidence given, produced or furnished under subparagraph (1) (c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

## **7. FRAUD**

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

## **8. WHO MAY GIVE NOTICE AND PROOF**

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

- a. by the agent of the insured, if
  - i. the insured is absent or unable to give the notice or make the proof, and
  - ii. the absence or inability is satisfactorily accounted for, or
- b. by a person to whom any part of the insurance money is payable, if the insured refuses to do so or in the circumstances described in clause (a) of this condition.

## **9. SALVAGE**

- 1) In the event of loss or damage to insured property, the insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property
- 2) The insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under subparagraph (1) of this condition.

## **10. ENTRY, CONTROL, ABANDONMENT**

After loss or damage to insured property, the insurer has

- a. an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and
- b. after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but
  - i. without the insured's consent, the insurer is not entitled to the control or possession of the insured property, and
  - ii. without the insurer's consent, there can be no abandonment to it of the insured property.

## **11. IN CASE OF DISAGREEMENT**

- 1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the Insurance Act, whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.
- 2) There is no right to a dispute resolution process under this condition until
  - a. a specific demand is made for it in writing, and
  - b. the proof of loss has been delivered to the insurer.

## **12. WHEN LOSS PAYABLE**

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

## **13. REPAIR OR REPLACEMENT**

- 1) Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.
- 2) If the insurer gives notice under subparagraph (1) of this condition, the insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss, and must proceed with all due diligence to complete the work within a reasonable time.

## **14. NOTICE**

- 1) Written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the province.
- 2) Written notice to the insured may be personally delivered at, or sent by registered mail addressed to, the insured's last known address as provided to the insurer by the insured.

## **STATUTORY CONDITIONS (SASKATCHEWAN)**

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With respect to Section II — Liability Coverage, Statutory Conditions 1–14. Otherwise, all of the Conditions set forth under the titles Statutory Conditions and Additional Conditions apply as Policy Conditions, with respect to all of the perils insured by this policy except as these Conditions may be modified or supplemented by the Riders or Endorsements forming part of this policy.

### **1. MISREPRESENTATION**

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

### **2. PROPERTY OF OTHERS**

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

- a. otherwise specifically stated in the contract, or
- b. the interest of the insured in that property is stated in the contract.

### **3. CHANGE OF INTEREST**

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

#### **4. MATERIAL CHANGE IN RISK**

- 1) The insured must promptly give notice in writing to the insurer or its agent of a change that is
  - a. material to the risk, and
  - b. within the control and knowledge of the insured.
- 2) If an insurer or its agent is not promptly notified of a change under subsection (1) of this condition, the contract is void as to the part affected by the change.
- 3) If an insurer or its agent is notified of a change under subsection (1) of this condition, the insurer may
  - a. terminate the contract in accordance with Statutory Condition 5, or
  - b. notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.
- 4) If the insured fails to pay an additional premium when required to do so under clause (3) (b) of this condition, the contract is terminated at that time and Statutory Condition 5 (2) (a) applies in respect of the unearned portion of the premium.

#### **5. TERMINATION OF INSURANCE**

- 1) The contract may be terminated
  - a. by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
  - b. by the insured at any time on request.
- 2) If the contract is terminated by the insurer,
  - a. the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and
  - b. the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as is practicable.
- 3) If the contract is terminated by the insured, the insurer must refund as soon as is practicable the excess of premium actually paid by the insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.
- 4) The 15 day period referred to in clause (1) (a) of this condition starts to run on the day following the day on which the registered letter or notification of it is delivered to the insured's postal address.

#### **6. REQUIREMENTS AFTER LOSS**

- 1) On the happening of any loss of or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9,
  - a. immediately give notice in writing to the insurer,
  - b. deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration,
    - i. giving a complete inventory of that property and showing in detail quantities and cost of that property and particulars of the amount of loss claimed,
    - ii. stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
    - iii. stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured,
    - iv. stating the amount of other insurances and the names of other insurers,
    - v. stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
    - vi. stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued, and
    - vii. stating the place where the insured property was at the time of loss,
  - c. if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and
  - d. if required by the insurer and if practicable,
    - i. produce books of account and inventory lists,
    - ii. provide invoices and other vouchers verified by statutory declaration, and
    - iii. provide a copy of the written portion of any other relevant contract.
- 2) The evidence given, produced or provided under clauses (1) (c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

#### **7. FRAUD**

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

#### **8. WHO MAY GIVE NOTICE AND PROOF**

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

- a. by the agent of the insured, if
  - i. the insured is absent or unable to give the notice or make the proof, and
  - ii. the absence or inability is satisfactorily accounted for, or
- b. by a person to whom any part of the insurance money is payable, if the insured refuses to do so or in the circumstances described in clause (a) of this condition.

#### **9. SALVAGE**

- 1) In the event of loss or damage to insured property, the insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.
- 2) The insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under subsection (1) of this condition.

#### **10. ENTRY, CONTROL, ABANDONMENT**

After loss or damage to insured property, the insurer has

- a. an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and
- b. after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but



- i. without the insured's consent, the insurer is not entitled to the control or possession of the insured property, and
- ii. without the insurer's consent, there can be no abandonment to it of the insured property.

## 11. IN CASE OF DISAGREEMENT

- 1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the Insurance Act, whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.
- 2) There is no right to a dispute resolution process under this condition until
  - a. a specific demand is made for it in writing, and
  - b. the proof of loss has been delivered to the insurer.

## 12. WHEN LOSS PAYABLE

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

## 13. REPAIR OR REPLACEMENT

- 1) Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.
- 2) If the insurer gives notice under subparagraph (1) of this condition, the insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss, and must proceed with all due diligence to complete the work within a reasonable time.

## 14. NOTICE

- 1) Written notice to the insurer may be delivered at, or sent by registered mail to, the chief office or head office of the insurer in the province.
- 2) Written notice to the insured may be personally delivered at, or sent by registered mail addressed to, the insured's last known address as provided to the insurer by the insured.

## STATUTORY CONDITIONS (MANITOBA)

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With respect to Section II — Liability Coverage, Statutory Conditions 1–14. Otherwise, all of the Conditions set forth under the titles Statutory Conditions and Additional Conditions apply as Policy Conditions, with respect to all of the perils insured by this policy except as these Conditions may be modified or supplemented by the Riders or Endorsements forming part of this policy.

### 1. MISREPRESENTATION

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

### 2. PROPERTY OF OTHERS

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

- a. otherwise specifically stated in the contract, or
- b. the interest of the insured in that property is stated in the contract.

### 3. CHANGE OF INTEREST

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

### 4. MATERIAL CHANGE IN RISK

- 1) The insured must promptly give notice in writing to the insurer or its agent of a change that is
  - a. material to the risk, and
  - b. within the control and knowledge of the insured.
- 2) If an insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.
- 3) If an insurer or its agent is notified of a change under subparagraph (1) of this condition, the insurer may
  - a. terminate the contract in accordance with Statutory Condition 5, or
  - b. notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.
- 4) If the insured fails to pay an additional premium when required to do so under subparagraph (3) (b) of this condition, the contract is terminated at that time and Statutory Condition 5 (2) (a) applies in respect of the unearned portion of the premium.

### 5. TERMINATION OF CONTRACT

- 1) The contract may be terminated
  - a. by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
  - b. by the insured at any time on request.
- 2) If the contract is terminated by the insurer,
  - a. the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and
  - b. the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.
- 3) If the contract is terminated by the insured, the insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.
- 4) The 15 day period referred to in subparagraph (1) (a) of this condition starts to run on the day the registered letter or notification of it is delivered to the insured's postal address.

## 6. REQUIREMENTS AFTER LOSS

- 1) On the happening of any loss of or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9,
  - a. immediately give notice in writing to the insurer,
  - b. deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration,
    - i. giving a complete inventory of that property and showing in detail quantities and cost of that property and particulars of the amount of loss claimed,
    - ii. stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
    - iii. stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured,
    - iv. stating the amount of other insurances and the names of other insurers,
    - v. stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
    - vi. stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued, and
    - vii. stating the place where the insured property was at the time of loss,
  - c. if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and
  - d. if required by the insurer and if practicable,
    - i. produce books of account and inventory lists,
    - ii. furnish invoices and other vouchers verified by statutory declaration, and
    - iii. furnish a copy of the written portion of any other relevant contract.
- 2) The evidence given, produced or furnished under subparagraph (1) (c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

## 7. FRAUD

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

## 8. WHO MAY GIVE NOTICE AND PROOF

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

- a. by the agent of the insured, if
  - i. the insured is absent or unable to give the notice or make the proof, and
  - ii. the absence or inability is satisfactorily accounted for, or
- b. by a person to whom any part of the insurance money is payable, if the insured refuses to do so or in the circumstances described in clause (a) of this condition.

## 9. SALVAGE

- 1) In the event of loss or damage to insured property, the insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property
- 2) The insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under subparagraph (1) of this condition.

## 10. ENTRY, CONTROL, ABANDONMENT

After loss or damage to insured property, the insurer has

- a. an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and
- b. after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but
  - i. without the insured's consent, the insurer is not entitled to the control or possession of the insured property, and
  - ii. without the insurer's consent, there can be no abandonment to it of the insured property.

## 11. IN CASE OF DISAGREEMENT

- 1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the Insurance Act, whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.
- 2) There is no right to a dispute resolution process under this condition until
  - a. a specific demand is made for it in writing, and
  - b. the proof of loss has been delivered to the insurer.

## 12. WHEN LOSS PAYABLE

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

## 13. REPLACEMENT

- 1) Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.
- 2) If the insurer gives notice under subparagraph (1) of this condition, the insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss, and must proceed with all due diligence to complete the work within a reasonable time.

## 14. NOTICE

- 1) Written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the province.
- 2) Written notice to the insured may be personally delivered at, or sent by registered mail addressed to, the insured's last known address as provided to the insurer by the insured.

## STATUTORY CONDITIONS (ONTARIO)

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With respect to Section II — Liability Coverage, Statutory Conditions 1–15. Otherwise, all of the Conditions set forth under the titles Statutory Conditions and Additional Conditions apply as Policy Conditions, with respect to all of the perils insured by this policy except as these Conditions may be modified or supplemented by the Riders or Endorsements forming part of this policy.

### 1. MISREPRESENTATION

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

### 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 is liable for loss or damage occurring after an authorized assignment under the Bankruptcy Act (Canada) or change of title by succession, by operation of law or by death.

### 4. MATERIAL CHANGE

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

### 5. TERMINATION

- 1) The contract may be terminated
  - a. by the insurer giving to the insured fifteen days' notice of termination by registered mail or five days' written notice of termination personally delivered;
  - b. by the insured at any time on request.
- 2) Where this contract is terminated by the insurer,
  - a. the insurer shall refund the excess of premium actually paid by the insured over the proportionate premium for the expired time, but in no event shall the proportionate premium for the expired time be deemed to be less than any minimum retained premium specified in the contract; 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 specified, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.
- 4) The refund may be made by money, postal or express company money order or cheque payable at par.
- 5) The fifteen days mentioned in the clause (1) (a) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

### 6. REQUIREMENTS AFTER LOSS

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

### 7. FRAUD

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

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

## 10. ENTRY, CONTROL, ABANDONMENT

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

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

## 14. ACTION

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

## 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. Written notice may be given to the insured named in the contract by letter personally delivered to the insured or by registered mail addressed to the insured at the insured's latest post office address as notified to the insurer. In this condition, the expression "registered" means registered in or outside Canada.

## STATUTORY CONDITIONS (NOVA SCOTIA)

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With respect to Section II — Liability Coverage, Statutory Conditions 1–15. Otherwise, all of the Conditions set forth under the titles Statutory Conditions and Additional Conditions apply as Policy Conditions, with respect to all of the perils insured by this policy except as these Conditions may be modified or supplemented by the Riders or Endorsements forming part of this policy.

### 1. MISREPRESENTATION

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

### 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 Act (Canada) 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 avoid the contract as to the part affected thereby, unless the change is promptly notified in writing to the insurer or its local agent, and the insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the contract, or may notify the insured in writing that, if he desires the contract to continue in force, he must, within fifteen days of the receipt of the notice, pay to the insurer an additional premium, and in default of such payment the contract is no longer in force and the insurer shall return the unearned portion, if any, of the premium paid.

### 5. TERMINATION OF INSURANCE

- 1) The contract may be terminated
  - a. by the insurer giving to the insured fifteen days' notice of termination by registered mail or five days' written notice of termination personally delivered;
  - b. by the insured at any time on request.
- 2) Where this contract is terminated by the insurer,
  - a. the insurer shall refund the excess of premium actually paid by the insured over the 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 in the contract; 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 specified, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.
- 4) The refund may be made by money, postal or express company money order or cheque payable at par.
- 5) The fifteen days mentioned in the 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 of or damage to the insured property, the insured shall, if such loss or damage is covered by the contract, in addition to observing the requirements of conditions 9, 10 and 11,
  - a. forthwith give notice thereof in writing to the insurer;
  - b. deliver as soon as practicable to the insurer a proof of loss verified by a statutory declaration,
    - i. giving a complete inventory of the destroyed and damaged property and showing in detail quantities, costs, actual cash value and particulars of amount of loss claimed,
    - ii. stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
    - iii. stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured,
    - iv. showing the amount of other insurances and the names of other insurers,
    - v. showing the interest of the insured and of all others in the property with particulars of all liens, encumbrances and other charges upon the property,
    - vi. showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract,
    - vii. showing the place where the property insured was at the time of loss;
  - c. if required, give a complete inventory of undamaged property and showing in detail quantities, cost actual cash value;
  - d. if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other contract.
- 2) The evidence furnished under clauses (c) and (d) of sub-paragraph (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 such property so damaged and to prevent damage to other property insured hereunder including, if necessary, its removal to prevent damage or further damage thereto.
- 2) The insurer shall contribute pro rata towards any reasonable and proper expenses in connection with steps taken by the insured and required under sub-paragraph (1) of this condition according to the respective interests of the parties.

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

## **14. ACTION**

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

## **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 this Province. 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. In this condition, the expression "registered" means registered in or outside Canada.

## STATUTORY CONDITIONS (NEW BRUNSWICK)

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With respect to Section II — Liability Coverage, Statutory Conditions 1–15. Otherwise, all of the Conditions set forth under the titles Statutory Conditions and Additional Conditions apply as Policy Conditions, with respect to all of the perils insured by this policy except as these Conditions may be modified or supplemented by the Riders or Endorsements forming part of this policy.

### 1. MISREPRESENTATION

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

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

### 5. TERMINATION OF INSURANCE

- 1) The contract may be terminated
  - a. by the insurer giving to the insured fifteen days' notice of termination by registered mail or five days' written notice of termination personally delivered;
  - b. by the insured at any time on request.
- 2) Where this contract is terminated by the insurer,
  - a. the insurer shall refund the excess of premium actually paid by the insured over the 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 in the contract; 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 specified, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.
- 4) The refund may be made by money, postal or express company money order or cheque payable at par.
- 5) The fifteen days mentioned in the 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 of or damage to the insured property, the insured shall, if such loss or damage is covered by the contract, in addition to observing the requirements of conditions 9, 10 and 11,
  - a. forthwith give notice thereof in writing to the insurer;
  - b. deliver as soon as practicable to the insurer a proof of loss verified by a statutory declaration,
    - i. giving a complete inventory of the destroyed and damaged property and showing in detail quantities, costs, actual cash value and particulars of amount of loss claimed,
    - ii. stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
    - iii. stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured,
    - iv. showing the amount of other insurances and the names of other insurers,
    - v. showing the interest of the insured and of all others in the property with particulars of all liens, encumbrances and other charges upon the property,
    - vi. showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract,
    - vii. showing the place where the property insured was at the time of loss;
  - c. if required, give a complete inventory of undamaged property and showing in detail quantities, cost actual cash value;
  - d. if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other contract.
- 2) The evidence furnished under clauses (c) and (d) of sub-paragraph (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 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 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 sixty 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 thirty days after receipt of the proofs of loss.
- 2) In that event the insurer shall commence to so repair, rebuild, or replace the property within forty-five days after receipt of the proofs of loss, and shall thereafter proceed with all due diligence to the completion thereof.

## **14. ACTION**

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

## **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 this Province. 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. In this condition, the expression "registered" means registered in or outside Canada.

## **STATUTORY CONDITIONS (PEI)**

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With respect to Section II — Liability Coverage, Statutory Conditions 1–15. Otherwise, all of the Conditions set forth under the titles Statutory Conditions and Additional Conditions apply as Policy Conditions, with respect to all of the perils insured by this policy except as these Conditions may be modified or supplemented by the Riders or Endorsements forming part of this policy.

### **1. MISREPRESENTATION**

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

### **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 Act (Canada) R.S.C. 1985, Chap. B-3 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 avoid the contract as to the part affected thereby, unless the change is promptly notified in writing to the insurer or its local agent, and the insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the contract, or may notify the insured in writing that, if he desires the contract to continue in force, he must, within fifteen days of the receipt of the notice, pay to the insurer an additional premium, and in default of such payment the contract is no longer in force and the insurer shall return the unearned portion, if any, of the premium paid.

### **5. TERMINATION OF CONTRACT**

- 1) The contract may be terminated
  - a. by the insurer giving to the insured fifteen days' notice of termination by registered mail or five days' written notice of termination personally delivered;
  - b. by the insured at any time on request.
- 2) Where this contract is terminated by the insurer,
  - a. the insurer shall refund the excess of premium actually paid by the insured over the proportional premium for the expired time, but in no event shall the proportional premium for the expired time be deemed to be less than any minimum retained premium specified in the contract; 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 specified, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.
- 4) The refund may be made by money, postal or express company money order or cheque payable at par.
- 5) The fifteen days mentioned in the clause (1) (a) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

## 6. REQUIREMENTS AFTER LOSS

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

## 7. FRAUD OR WILFULLY FALSE STATEMENT

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 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 in proportion towards any reasonable and proper expenses in connection with steps taken by the insured and required under subsection (1) of this condition according to the respective interests of the parties.

## 10. ENTRY, CONTROL, ABANDONMENT

After any loss or damage to insured property, the insurer has 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 is 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 this Act before there can be any recovery under this contract whether the right to recover on the contract is disputed or not, and independently of all other questions. There shall be no right to an appraisal until a specific demand therefor is made in writing and until after proof of loss has been delivered.

## 12. WHEN LOSS PAYABLE

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

## 14. LIMITATION ACTION

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

## 15. NOTICE, DELIVERY

- 1) Any written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the province; written notice may be given to the insured named in this contract by letter personally delivered to him or by registered mail addressed to him at his latest known post office address as notified to the insurer.
- 2) In this condition, the expression "registered" means registered in or outside Canada.



## **ADDITIONAL CONDITIONS**

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### **NOTICE TO AUTHORITIES – I.**

Where the loss is due to a malicious act, burglary, robbery, theft or attempt thereof, or is suspected to be so due, the Insured shall give immediate notice thereof to the police or other authorities having jurisdiction.

### **NO BENEFIT TO BAILEE – II.**

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

### **PAIR AND SET – III.**

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

### **PARTS – IV.**

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

### **BASIS OF SETTLEMENT – V.**

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

### **PROPERTY OF OTHERS – LOSS SETTLEMENT – VI.**

In the case of loss or damage to property of others covered by this policy, we reserve the right to settle such loss or damage with the owner or owners of the property.

### **SUBROGATION – VII.**

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

### **CANADIAN CURRENCY – VIII.**

All amounts of insurance, premiums or other amounts stated in this policy are in Canadian Currency.

### **SUE AND LABOUR – IX.**

It is the duty of the Insured in the event that any property insured hereunder is lost to take all reasonable steps in and about the recovery of such property. The Insurer shall contribute pro rata towards any reasonable and proper expenses in connection with the foregoing according to the respective interests of the parties.

### **LIBERALIZATION CLAUSE – X.**

If, after the issuance of this Policy and before its expiration, there be adopted and published for use in this Province (Province – meaning the Province in which this policy was purchased.) by the insurer any forms, endorsements or rules by which the insurance provided by this Policy could be extended or broadened without additional premium charge, either by endorsement or substitution of form, then, as to loss occurring after the effective date of such adoption and publication, such extended or broadened insurance shall enure to the benefit of the Insured hereunder as though such endorsement or substitution had been made.

It is understood between the Insurer and Insured that if compensation becomes payable before the whole premium has been paid, the portion of the premium remaining unpaid shall be deducted from the amount of the compensation payable.

This policy is subject to the terms and conditions set forth herein together with such other terms and conditions as may be endorsed hereon or added hereto. No term or condition of this policy shall be deemed to be waived in whole or in part by the Insurer unless the waiver is clearly expressed in writing signed by a person authorized for that purpose by the Insurer.

# STANDARD MORTGAGE CLAUSE

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## MORTGAGE CLAUSE

Granted to the person named in the Declarations, as the Mortgagee, Vendor or other person to whom the whole or any part of this insurance is payable in the event of loss, hereinafter called the "Mortgagee".

IT IS HEREBY PROVIDED AND AGREED THAT:

1. **Breach of Conditions by Mortgagor Owner or Occupant** - This insurance and every documented renewal thereof - AS TO THE INTEREST OF THE MORTGAGEE ONLY THEREIN - is and shall be in force notwithstanding any act, neglect, omission or misrepresentation attributable to the mortgagor, owner or occupant of the property insured, including transfer of interest, any vacancy or non-occupancy, or the occupation of the property for purposes more hazardous than specified in the description of the risk; PROVIDED ALWAYS that the Mortgagee shall notify forthwith the Insurer (if known) of any vacancy or non-occupancy extending beyond thirty (30) consecutive days, or of any transfer of interest or increased hazard THAT SHALL COME TO HIS KNOWLEDGE; and that every increase of hazard (not permitted by the policy) shall be paid for by the Mortgagee - on reasonable demand - from the date such hazard existed, according to the established scale of rates for the acceptance of such increased hazard, during the continuance of this insurance.
2. **Right of Subrogation** - Whenever the Insurer pays the Mortgagee any loss award under this policy and claims that - as to the Mortgagor or Owner - no liability therefor existed, it shall be legally subrogated to all rights of the Mortgagee against the Insured; but any subrogation shall be limited to the amount of such loss payment and shall be subordinate and subject to the basic right of the Mortgagee to recover the full amount of its mortgage equity in priority to the Insurer; or the Insurer may at its option pay the Mortgagee all amounts due or to become due under the mortgage or on the security thereof, and shall thereupon receive a full assignment and transfer of the mortgage together with all securities held as collateral to the mortgage debt.
3. **Other Insurance** - If there be other valid and collectible insurance upon the property with loss payable to the Mortgagee - at law or in equity - then any amount payable thereunder shall be taken into account in determining the amount payable to the Mortgagee.
4. **Who May Give Proof of Loss** - In the absence of the Insured, or the inability, refusal or neglect of the Insured to give notice of loss or deliver the required Proof of Loss under the policy, then the Mortgagee may give the notice upon becoming aware of the loss and deliver as soon as practicable the Proof of Loss.
5. **Termination** - The term of this mortgage clause coincides with the term of the policy; PROVIDED ALWAYS that the Insurer reserves the right to cancel the policy as provided by Statutory provision but agrees that the Insurer will neither terminate nor alter the policy to the prejudice of the Mortgagee without the notice stipulated in such Statutory provision.
6. **Foreclosure** - Should title or ownership to said property become vested in the Mortgagee and / or assigns as owner or purchaser under foreclosure or otherwise, this insurance shall continue until expiry or cancellation for the benefit of the said Mortgagee and / or assigns.

SUBJECT TO THE TERMS OF THIS MORTGAGE CLAUSE (and these shall supersede any policy provisions in conflict therewith BUT ONLY AS TO THE INTEREST OF THE MORTGAGEE), loss under this policy is made payable to the Mortgagee.

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