



LAMBTON MUTUAL INSURANCE COMPANY

Should a claim arise, please contact your agent broker, or our after hours emergency claims service is available through Claimspro. Their telephone number is 1-877-488-6642.

YOUR MUTUAL RESIDENTIAL INSURANCE POLICY FORM RIDER PP-0700-0124

A GUIDE TO YOUR POLICY

This policy consists of the "Declaration Page" and this policy form wording, which may include Property Coverage, Liability Coverage, Miscellaneous Coverages and Endorsements to "your" policy.

The "Declaration Page" will show the insurance coverage that "You" have purchased.

This policy form consists of three sections:

- SECTION I – Property Coverage, which outlines the insurance coverage provided for "your" property;
- SECTION II – Liability Coverage, which outlines the insurance coverage provided for "your" "Legal Liability" to others and includes certain voluntary payment options; and
- SECTION III – Statutory and Additional conditions, which outlines the conditions which apply to SECTION I and II, as noted.

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

Words and phrases shown in "quotations" have special meaning, either as defined under Definitions, or as otherwise specifically defined within the policy.

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

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

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

All conditions, statutory and additional, apply to this policy.

AGREEMENT

"We" provide the insurance described in this policy in return for payment of the premium and subject to the terms and conditions set out. The "Declaration Page" summarizes the coverages and amounts of insurance "We" have agreed to provide and the period for which they are provided. Failure to comply with any term or condition may result in the denial of a claim under this policy.

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

DEFINITIONS

"Action" means a civil proceeding in a Canadian Court in which "Compensatory Damages" because of "Bodily Injury" or "Property damage" to which this insurance applies are alleged.

"Action" includes:

- a) an arbitration proceeding in Canada in which such "Compensatory Damages" are claimed and to which the named insured(s) must submit or does submit with "our" consent; or
- b) any other alternative dispute resolution proceeding in which such "Compensatory Damages" are claimed and to which the named insured(s) submits with "our" consent.

"Actual Cash Value" will consider the cost to repair or replace the lost or damaged property, whichever is less, with new materials of similar kind, quality, and usefulness, but with proper deduction for depreciation.

In determining the proper deduction for depreciation, "We" will consider:

- the condition of the property immediately before the loss or damage;
- the use of the property and its obsolescence;
- its resale value; and
- its normal life expectancy.

"Bodily Injury" means bodily injury, sickness or disease or resulting death sustained by a person.

"Business" means any full-time or part-time activity or pursuit; including occasional activities of any kind, undertaken for financial gain including a trade, profession, or occupation.

"Business" shall not include:

- a) activities during the course of "your" trade, profession or occupation which are ordinarily incidental to non-"Business" pursuits;
- b) the temporary or part-time "Business" activities or pursuits of a person(s) insured under the age of 21 years;
- c) the rental of part of "your" "Dwelling" where "You" live, provided there are no more than 2 roomers or boarders; or
- d) if it is "your" seasonal "Dwelling"; the occasional rental of "your" entire "Dwelling", for not more than 30 days per policy period.

"Business Premises" means:

- 1) all "Premises" on which a "Business" other than that specifically declared on the "Declaration Page" is conducted; and
- 2) all "Premises" rented in whole or in part to others or held for rental, except as specifically declared on the "Declaration Page".

"Business Premises" shall not include:

- a) the holding for rental of "your" primary residence "Premises" less than 14 days per year;
- b) the rental in whole or in part to others of a one, two or three-family "Dwelling" usually occupied in part by "You" as a primary residence, unless such rental is for the accommodation of more than two roomers or boarders;
- c) the rental or holding for rental of a part of "your" primary residence "Premises" as an incidental office, school, or studio.

"Cash Cards" means any card designed to store or record a cash value by electronic means for use as a mode of payment, including pre-paid credit and debit cards, gift cards, and e-gift cards, without a personal identification number and without direct access to a bank account or other account.

"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 acting with authority under a Federal, Provincial or Territorial legislation with respect to the protection of persons and property in the event of an emergency.

"Communicable Disease" means any disease, illness, infection, sickness, or syndrome which can be transmitted, either directly or indirectly, by any substance or agent between or from any organism to another organism (whether of the same or any other species) where:

- a) the substance or agent includes, is comprised of, or contains any virus, bacterium, prion, parasite or other organism or microorganism, or any variation, mutation, or evolution thereof whether living or not, and
- b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- c) the disease, illness, infection, sickness, syndrome, substance or agent can or does:
 - i. cause or threaten to cause damage to human health or human welfare; or
 - ii. cause or threaten to cause damage to, deterioration of, loss of value of, marketability of or loss of use of any property; or
 - iii. otherwise cause or threaten to cause any loss of revenue, income, market share, or patronage of any kind.

"Computer Software" and "Software" means computer programs and/or instructions stored on "Electronic Media" but does not include video games of any kind.

"Computer System" means any computer, hardware, media, electronic or digital "Data", "Software", communications or networking system, electronic device (including but not limited to smart phones, laptops, tablets, wearable devices, connected home device), server, cloud or microcontroller including any similar system or configuration of the aforementioned and including any associated input, output, "Data" storage device, networking equipment or back-up facility.

"Condominium Corporation" means a condominium or strata corporation, or legal entity, established under provincial legislation to represent unit owners, that manages the premises, including the building and common elements.

"Condominium Unit Owner" means an owner of a residential condominium standard unit forming part of property owned by a condominium, strata lot corporation or an exclusive portion as a private residence as described in the building's Condominium Declaration or Co-ownership Declaration.

"Compensatory Damages" means damages due or awarded in payment for actual injury or economic loss. "Compensatory Damages" does not include punitive or exemplary damages.

"Cryptocurrency" means an encrypted "Data" string that denotes a unit of digital or virtual currency that is secured by "Cryptography". It is not reliant on a central issuing or regulating financial authority and uses a decentralized peer-to-peer network system called a blockchain.

"Cryptography" means the enciphering and deciphering of messages in secret code or cipher, also the computerized encoding and decoding of information.

"Cyber Incident" means:

- a) unauthorized access to or use of any "Computer System";
- b) malicious code, virus or any other harmful code that is directed at, enacted upon or introduced to any "Computer System" (including "Data") and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use, or prevent or restrict access to or the use of any part of any "Computer System" or otherwise disrupt its normal functioning or operation; or
- c) denial of service attack which disrupts, prevents, or restricts access to or use of any "Computer System" or otherwise disrupts its normal functioning or operation.

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

"Data Problem" means:

- a) erasure, destruction, corruption, misappropriation, or misinterpretation of "Data";
- b) error in creating, amending, entering, deleting, or using "Data";
- c) inability to receive, transmit or use "Data"; or
- d) damage to electronic "Data" processing equipment or other related "Computer System" or device.

"Declaration Page" means the Section of "your" Insurance Policy containing basic information such as "your" name and address, the description and location of the insured property, the policy term, the amount of coverage, and premium amounts.

"Detached Private Structure(s)" means buildings or structures separated from the "Dwelling" by a clear space, on "your" "Premises" but not insured under Coverage A (if applicable). If they are connected to the "Dwelling" by a fence, utility line or similar connection only, they are considered to be "Detached Private Structure(s)". Owned docks and boathouses on the shoreline of "your" "Premises" are also included.

"Digital Assets" means electronic files, for which a fee has been paid, that are downloaded and stored on home "Computer Systems". "Digital Assets" does not include downloaded files pertaining to "your" "Business", non-fungible tokens (NFTs) or "Cryptocurrency".

"Domestic Fuel Tank" means a permanently installed, above-ground fuel tank(s) that is part of a heating system for the insured "Dwelling" or for the insured "Detached Private Structure(s)". This includes equipment, apparatus or piping which forms part of the permanent "Domestic Fuel Tank" installation. A permanently installed "Domestic Fuel

Tank(s)" located in the basement of an insured "Dwelling" or an insured "Detached Private Structure(s)" on the "Premises" is deemed to be above-ground.

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

"Dwelling" means:

- a) if "You" are a building owner, the building described on the "Declaration Page", wholly or partially occupied by "You" as a private residence; or
- b) if "You" are a tenant, the portion of the building described on the "Declaration Page" occupied by "You" as a private residence. This includes any other structures, or portion of the "Premises" which "You" have control of as a tenant. This does not include common areas that "You" have access to as a tenant but do not control nor are part of the insured "Premises"; or
- c) if "You" are a "Condominium Unit Owner", the portion of the building described on the "Declaration Page" occupied by "You" as a private residence. This includes any other structures or portion of the "Premises" which "You" have control of as a "Condominium Unit Owner". This does not include common areas that "You" have access to as a "Condominium Unit Owner" but do not control nor are part of the insured "Premises" or that is insured under a "Condominium Corporation" insurance policy.

"Electronic Media" means media that uses electronics or electromechanical devices to access content (opposite of print media) such as; video and audio recordings, multimedia presentations, CDs, DVDs, and online virtual cloud storage.

"Farm(s)" or "Farming" means an area of land and buildings for the growing of crops and/or raising of animals.

"Flood" includes, but is not limited to waves, tides, tidal waves, tsunamis, storm surges, seiches, "Coastal Flooding", or "Shoreline Flooding"; the rising of, the breaking out or overflow of any inland body of "Water", whether natural or man-made; regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

"Coastal Flooding" means flooding that occurs along the coasts of saltwater oceans or seas.

"Shoreline Flooding" means flooding that occurs along the shoreline of any of the "Great Lakes".

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

"Great Lakes" means the lakes known as Lake Erie, Lake Huron, Lake Michigan, Lake Ontario, and Lake Superior.

"Ground Water" means "Water" below the surface of the ground, including that 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 in such sidewalks, driveways, foundations, walls, or floors.

"Ice Damming" means when melted snow refreezes forming a dam that can trap "Water" under shingles or other roof finishing layers causing leaks through roof deck joints and nail holes.

"Identity Fraud" means the act or acts of knowingly transferring or using, without lawful consent or authority, "your" means of identity which constitutes a violation of any federal, provincial, territorial, or municipal law. "Identity Fraud" does not include the fraudulent alteration of account profile information, such as the address to which statements are sent. "Identity Fraud" does not include the unauthorized use of valid credit cards, credit accounts or bank accounts. "Identity Fraud" does not include the fraudulent use of a "Business" name, trade name, or brand identity or other method of identifying a "Business" activity.

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

"Leakage" means the accidental entry, escape, or release of "Water" or other fluid through a gap, flaw, or other opening.

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

"Pollutant(s)" means any solid, liquid, gaseous, or thermal irritant or contaminant, including but not limited to vapour, soot, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed. "Pollutant(s)" do not mean fuel oil that is contained in a "Domestic Fuel Tank" apparatus or pipes used to heat the "Dwelling".

"Premises" means:

a) the "Dwelling", the land, building(s), related structures and private approaches reserved for "your" use or occupancy contained within the lot lines on which the "Dwelling" is located.

Under SECTION II- LIABILITY COVERAGE, "Premises" also means all "Premises" where the person(s) named as insured on the "Declaration Page", or his or her "Spouse(s)", maintains a residence. It also includes:

1. seasonal and other residential "Premises", provided such "Premises" are specified on the "Declaration Page"; except "Business Premises" or "farm(s)";
2. individual or family cemetery plots or burial vaults;
3. vacant land in Canada "You" own or rent, but does not include "Farm(s)" land;
4. owned docks, boathouses and other "Detached Private Structure(s)" located on the shoreline of the insured "Premises".
5. land in Canada where an independent contractor is building a one, two, or three-family residence to be occupied by "You";
6. "Premises" "You" are using or where "You" are temporarily residing if "You" do not own such "Premises", as long as "You" are not the lessee or tenant of the "Premises" under any agreement which is longer than 90 consecutive days;
7. any site "You" own or rent for the recreational use or seasonal storage of any trailer;
8. "Premises" in Canada to be occupied by "You" as "your" principal residence from the date "You" acquire ownership or take possession but not beyond the earliest of:
 - a. 45 consecutive days;
 - b. the date the policy expires or is terminated;
 - c. the date upon which specific liability insurance is arranged for such "Premises".
9. "Premises" in Canada, leased or rented for a student who is dependent on the named insured or their "Spouse(s)" for support and maintenance when temporarily residing away from home, while enrolled in and attending a school, college, or university.

"Property damage" means:

1. physical damage to, or destruction of, tangible property;
2. loss of use of tangible property.

"Residence Employee" means a person employed by "You" to perform duties in connection with the maintenance or use of the insured "Premises". This includes persons who perform household or domestic services or duties of a similar nature for "You". This does not include contractors or sub-contractors. This does not include persons while performing duties in connection with "your" "Business" or "Farming" operation.

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

Loss of or damage to items and articles that, by their inherent nature, cannot be replaced with a comparable article; or for which their age or history substantially contributes to their value, such as:

- fine arts, antiques, paintings;
- memorabilia, souvenirs, and collector's items;
- property that has not been maintained in good or workable condition; or
- property that is no longer used for its original purpose;

will not be settled on a "Replacement Cost" basis.

If the 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.

"Seepage" means the slow movement or oozing of "Water" or other fluid through small openings, cracks, or pores.

"Specified Peril(s)" means, subject to the exclusions and conditions in this policy:

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 "Dwelling" or 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. "Water" escape meaning:
 - a. the sudden and accidental escape of "Water" from within a "Water main", swimming pool or equipment attached;
 - b. the sudden and accidental escape of "Water" or steam from within a heating, sprinkler, air conditioning or plumbing system, or a "Domestic Water Container" which is located inside "your" "Dwelling";
 - c. the sudden and accidental escape of "Water" from a "Domestic Water Container" located outside "your" "Dwelling" or inside "your" "Detached Private Structure(s)". However, such damage is not covered when the escape of "Water" is caused by or arises out of freezing;
 - d. "Water" which enters through an opening which has been created suddenly and accidentally by an insured peril;
10. windstorm or hail; or
11. 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 vehicle of a common carrier but does not include loss or damage to property in a vacation or home trailer which is owned by "You".

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

"Spouse(s)" means either of 2 persons who are:

- married to each other or who have together entered into a marriage that is voidable or void; or
- living together in a conjugal relationship outside marriage and have so lived together continuously for a period of 3 years or, if they are the natural or adoptive parents of a child, for a period of 1 year; or
- considered "Spouse(s)" under the Family Law Act, or its equivalent, in the jurisdiction in which the policy was issued.

"Surface waters" means "Water" or natural precipitation temporarily diffused over the surface of the ground where "Water" does not usually accumulate. It does not include accumulation caused by "Flood" or escape of "Water" from a "Domestic Water Container" or "Water main".

"Terrorism" means an ideologically motivated unlawful act or acts, including but not limited to the use 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.

"Under Construction" means construction from the foundation, or any alteration or repairs, including major renovations, to the "Dwelling" or "Detached Private Structure(s)" which result in the piercing of an exterior wall or the roof for more than 24 hours, or which necessitates "your" temporary relocation. It also includes the period of time commencing from the date site preparation is initiated and continuing through, excavation, demolition, removal, or weakening of any structural support, laying of foundations and the assembly of components; concluding when the "Dwelling" or "Detached Private Structure(s)" is completed and ready for "your" occupancy.

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

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

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

"Water" means the chemical element defined as H₂O in any of its three natural states, liquid, solid, and gaseous.

"Water main" means a pipe forming part of a public "Water" distribution system, which conveys consumable "Water" but not wastewater.

"We" or "us" or "our" means the Company or Insurer providing this insurance.

"You" or "your" means the person(s) named as Insured on the "Declaration Page" and, while living in the same household;

- a) his or her "Spouse(s)";
- b) the relatives of either;
- c) any person under the age of 21 and in your care; and
- d) any student who is enrolled in and attends a school, college, or university and who is dependent on the named insured or their "Spouse(s)" for support and maintenance; even if temporarily residing away from the principal residence stated on the "Declarations Page".

Under SECTION II- LIABILITY COVERAGE, "You" or "your" also means:

1. any person 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", "Farming" operation, or without the owner's permission;
2. a "Residence Employee" while performing their duties for "You" in connection with the ownership, use, maintenance, or operation of motorized vehicles or trailers for which coverage is otherwise provided in this policy;
3. "your" legal representative having temporary custody of the insured "Premises", if "You" die while insured by this policy, but only with respect to "Legal Liability" arising out of the insured "Premises";
4. any person who is insured by this policy at the time of "your" death and who continues residing on the insured "Premises";
5. if the "Premises" is situated on leased land, the owner of leased land in which "your" "Premises" is situated; but only with respect to "Legal Liability" arising out of ownership, use, or occupancy of the insured "Premises" by "You"; or
6. any named insured designated on the "Declaration Page" in the Estate Of, a corporation, partnership, or an organization, but only with respect to "Legal Liability" arising out of use or occupancy of the insured "Dwelling" or "Premises" by "You". If you are a legal entity, such as a corporation, partnership, or society, by "You" or "your", we strictly mean your legal entity.

Only the person(s) named on the "Declaration Page" may take legal "Action" against "us".

SECTION III - STATUTORY AND ADDITIONAL CONDITIONS

CONDITIONS REQUIRED BY LAW

With respect to SECTION II- LIABILITY COVERAGE, Statutory Conditions 1, 3, 4, 5 and 15 only apply. Otherwise, all of the Conditions set forth under the titles Statutory Conditions and Additional Conditions apply with respect to all of the perils insured by this policy except as these Conditions may be modified or supplemented by the Forms or Endorsements attached.

STATUTORY CONDITIONS

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 of 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 and Insolvency 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) This contract may be terminated,
 - a) by the Insurer giving to the Insured fifteen days notice of termination by registered mail or five days written notice of termination personally delivered or delivered by prepaid courier if there is a record by the person who delivered it that the notice has been sent;
 - 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; and
 - b) the refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.
- 3) Where this contract is terminated by the Insured, the Insurer shall refund as soon as practicable the excess of premium actually paid by the Insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.
- 4) The refund may be made by money, postal or express company money order or cheque payable at par.
- 5) The fifteen days mentioned in clause (1) (a) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed. The five days mentioned in clause (1) (a) of this condition commences to run on the day following the day there is a record by the person who delivered it that the notice has been sent.

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 sub condition (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.**
- (1) Written notice may be given to the insurer in the following ways:
 1. It may be personally delivered at the chief agency or head office of the insurer in the Province.
 2. It may be sent by registered mail to the chief agency or head office of the insurer in the Province.
 3. It may be delivered by electronic means.
 - (2) Written notice may be given to the insured named in the contract in the following ways:
 1. It may be personally delivered.
 2. It may be delivered by prepaid courier to the latest address of the insured on the records of the insurer if there is a record by the person who has delivered it that the notice has been sent.
 3. It may be sent by registered mail to the latest address of the insured on the records of the insurer.
 4. It may be delivered by electronic means if the insured consents to delivery by electronic means.
 - (3) In this condition, the expression "registered" means registered in or outside Canada.

ADDITIONAL CONDITIONS

1. **NOTICE TO AUTHORITIES.** Where the loss is due to a malicious act, burglary, robbery, theft or attempt thereat, or is suspected to be so due, "You" must notify the police or other authority immediately.
2. **NO BENEFIT TO BAILEE.** "We" will not recognize any assignment or provide any coverage for the benefit of any bailee, which includes any person or organization holding, storing, or transporting property for a fee regardless of any other provision of this policy.
3. **PAIR AND SET.** In the case of loss or damage to any article or articles, whether scheduled or unscheduled, which are a part of a set, "We" will pay only a reasonable and fair proportion of the total value of the set, and such loss or damage will not be understood to mean total loss of the set.
4. **PARTS.** 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, "We" will not pay for more than the insured value of the part lost or damaged, including the cost of installation.
5. **YOUR DUTY AFTER LOSS.** It is "your" duty in the event that any property insured by this policy is lost to take all reasonable steps to recover such property. "We" will contribute pro rata towards any reasonable and proper expenses in connection with such efforts according to the respective interests of the parties.

6. **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US.** "Your" rights to recover any part of "your" loss, for which "We" have made or agreed to make payment under this policy, are transferred to "us". "You" must not impair those rights and must help "us" enforce them. When the net amount recovered after deducting the costs of recovery is not enough to provide a complete indemnity for the loss or damage suffered, that amount will be divided between "You" and "us" in the proportion in which the loss or damage has been borne by "You" and "us".
7. **REBUILDING CLAUSE.** If the "Declaration Page" shows that the Rebuilding Clause applies, to the building(s) specified on the "Declaration Page", this clause applies to those specified buildings. In the event an insured peril damages or destroys any of the buildings to which this rebuilding clause applies, "You" must complete and submit a 'Proof of Loss' form to "us". Upon receipt of the Proof of Loss form, "We" will make a first payment of only 50% of the amount of loss payable on the damaged or destroyed building(s). The amount of loss payable will be the lesser of a) the actual amount of the damage; or b) the limit of insurance applicable to the damaged or destroyed buildings.
- The balance of the amount of loss payable is subject to the following:
- (a) If "You" notify "us" of "your" intention to repair, rebuild or replace the damaged building(s) within 300 feet (90 meters) of its original site on lands "You" own at the time of the loss with a building(s) of like use and "You" provide "us" with satisfactory proof within 12 months of the date of loss, that "You" spent an amount not less than the total amount of all insurance payable in doing so, "We" will pay the balance of the amount of loss payable under this policy within 30 days.
 - (b) If "You" notify "us" of "your" intention to rebuild or replace any building(s) which have been damaged or destroyed with a building(s) of like use on lands "You" own at the time of the loss within the Province of Ontario but at a distance of more than 300 (90 meters) feet from the site of the damaged or destroyed building(s) sought to be replaced, and provide "us" with satisfactory proof within 12 months of the date of loss that "You" spent an amount not less than the total amount of all insurance payable, in doing so, "We" will pay "You" the balance of funds within 30 days up to 75% of the amount of loss payable under this policy.
 - (c) If due to any regulation or law applying to construction or repair "You" are prohibited from repairing or rebuilding the damaged building(s) on the same site, and notify "us" of "your" intention to rebuild or replace the destroyed building(s) with a building(s) of like use on land "You" own on other than the same site within the Province of Ontario and "You" provide "us" with satisfactory proof within 12 months of the date of loss, that "You" spent an amount not less than the total amount of all insurance payable in doing so, "We" will pay "You" the balance of the amount of loss payable under this policy, within 30 days.
 - (d) If "You" do not comply with the conditions of Clauses (a) or (b) or (c), the first payment will be the only payment for the loss.
- If two or more items are subject to this clause, it will apply separately to each item.
8. **AUTOMOTIVE FUELS.** Any fuels used for automotive purposes must be stored in accordance with government regulations.
9. **LIBERALIZATION CLAUSE.** During the term of this policy, if "We" adopt and publish for use any forms, endorsements or rules which would extend or broaden the insurance provided by this policy, without additional premium charge, either by endorsement or substitution, then such extended or broadened insurance will apply to loss occurring after the effective date of such adoption and publication as though such endorsement or substitution had been made.
10. **NON-WAIVER.** "We" shall not be deemed to have waived any term or condition of this policy in whole or in part, unless "our" waiver is clearly stated and in writing and is signed by a person authorized to do so. In addition, neither "We" nor "You" may be lawfully considered to have waived any term or condition of this policy by any act relating to the appraisal of the amount of a claim, the delivery or completion of proof, or the investigation of or adjustment of any claim under the policy.
11. **EXAMINATION OF INSURED.** In the event of a claim under this policy, "You" must submit to examination under oath, at "our" request, and produce for examination at such reasonable place and time as designated by "us" or "our" representative, all documents in "your" possession or control that relate to the matters in question, and "You" must permit extracts and copies of such documents to be made.
12. **STANDARD MORTGAGE CLAUSE.**
Mortgage Conditions: It is hereby provided and agreed that subject to the terms of this mortgage condition (and these shall supersede any policy conditions in conflict therewith but only as to the interest of the mortgagee), loss under this policy is made payable to the Mortgagee specified on the "Declaration Page".

- a. **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 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.
- b. **Right of Subrogation** - Whenever the Insurer pays the Mortgagee any loss award under this policy and claims that as 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 as 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.
- c. **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.
- d. **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.
- e. **Termination** - The term of this mortgage condition coincides with the term of the policy:
Provided always that the Insurer reserves the right to cancel the policy as provided by Statutory condition 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 condition.
- f. **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.

RESIDENTIAL HOMEOWNERS NAMED PERILS PACKAGE POLICY
Form Rider PP-1701-0124

SECTION I- PROPERTY COVERAGE

COVERAGES

The amounts of insurance are shown on the "Declaration Page" for the coverages "You" have purchased. These amounts include the cost of removal of debris of the property insured by this policy as a result of an insured peril.

When the damage to the property plus the cost of cleaning and removal of debris exceed the limit of insurance for the damaged property, an additional 5% of the limit of insurance of COVERAGE A, B or C, whichever is applicable, will be available to cover debris removal expenses for the damaged property.

COVERAGE A - DWELLING BUILDING

"We" insure:

1. The "Dwelling" and attached structures.
2. Permanently installed outdoor equipment on the "Premises".
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 "Detached Private Structure(s)" on the "Premises". "We" insure against the peril of theft only when "your" "Dwelling" is completed and ready to be occupied.

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

COVERAGE B - DETACHED PRIVATE STRUCTURE(S)

"We" insure buildings or structures 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 "Detached Private Structure(s)". Owned docks and boathouses on the shoreline of "your" "Premises" are also included.

If "Your" have more than one "Detached Private Structure(s)", the amount of insurance under Coverage B will be proportioned among the structures, dependent upon "your" choice of basis of loss settlement described under Basis of Claim Payment, at the time of loss.

Property Not Included as Detached Private Structure(s)

This coverage does not apply to any building or structure that is or was designed for agricultural purposes or is or was used in whole or in part for "Farming" or any other commercial or "Business" purposes, whether it is in use, unoccupied, or "vacant".

COVERAGE C - PERSONAL PROPERTY

The description of Personal Property is as follows:

1. **ON PREMISES:** "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 "your" "Dwelling". If "You" wish, "We" will include uninsured personal property of others, while it is on "your" "Premises", but "We" do not insure property of tenants, roomers, or boarders who are not related to "You".
2. **OFF PREMISES:** "We" insure "your" personal property for an additional amount of up to 10% of the amount of insurance on "your" personal property or \$1,500, whichever is greater, while it is temporarily away from "your" "Premises", anywhere in the world.

This includes:

- Personal property newly acquired by "You" and in "your" possession when there has not been an opportunity to take such property to "your" "Premises".
- Personal property normally kept at any other location "You" own, rent or occupy is not insured.
- Personal property stored in a warehouse is only insured for the peril of theft.
- If "You" wish, "We" will include uninsured personal property belonging to others while it is in "your" possession or belonging to a "Residence Employee" travelling for "You" to a maximum of \$1,500.
- Personal property of students residing away from home is insured up to a limit of \$5,000 for each student.
- Personal property of a parent or family member who is dependent on "You" for support and maintenance, while residing in a nursing home or health-care facility, is insured up to a limit of \$5,000 each.
- Personal property belonging to others which is in "your" possession while "You" are acting as a "Volunteer" is limited to \$1,000.
- Personal property that "You" are moving to a new principal residence within Ontario is insured while in transit and while at "your" new principal residence for up to 30 consecutive days beginning the day "You" start "your" move. The amount of insurance will be divided in the proportion that the value of the property at each premise and in transit bears to the value of all "your" personal property, at the time of loss.

Property Not Included As Personal Property

"We" do not insure loss or damage to motorized vehicles, trailers, aircraft, unmanned air vehicles, drones, or their equipment, except:

- motorized wheelchairs and scooters having more than two wheels and specifically designed for the carriage of a person with a physical disability and are not subject to motor vehicle registration;
- watercraft (subject to Special Limits Applicable to Some Personal Property section of "your" policy);
- self-propelled lawn mowers, lawn and garden tractors up to 22 kW (30 HP), other gardening equipment or snow blowers;
- golf carts that are not subject to motor vehicle registration;
- electric power assisted cycles, with a maximum speed of 32km/h and are not subject to motor vehicle registration (subject to Special Limits Applicable to Some Personal Property section of "your" policy); and
- electric powered children's toys, maximum 10km/h and are not subject to vehicle registration (subject to Special Limits Applicable to Some Personal Property section of "your" policy).

Equipment includes audio, visual, recording, or transmitting equipment powered by the electrical system of a motor vehicle, aircraft, unmanned air vehicle, or drone.

"We" do not insure loss or damage to "your" Personal Property, while it is being rented or leased to others by "You" for a payment.

Special Limits Applicable to Some Personal Property:

The following Special Limits of Insurance apply to some Personal Property insured. The stated special limits are the maximum amounts that "We" will pay for insured loss or damage per occurrence; subject to the terms and conditions set out.

"We" insure:

1. jewellery, watches, gems, fur garments and garments trimmed with fur up to \$3,000 in all;
2. numismatic property (such as coin collections and bank note collections) up to \$500 in all;
3. collectibles, meaning specifically, sports cards, sports memorabilia, and comic book collections, up to \$1,500 in all;
4. stamps and philatelic property (such as stamp collections) up to \$1,500 in all; and
5. silverware, silver-plated ware, goldware, gold-plated ware, and pewterware up to \$10,000 in all.

The above limits only apply to loss or damage caused by the peril of theft.

"We" also insure:

6. books, tools, and instruments pertaining to a "Business", profession or occupation for an amount up to \$3,000 in all, but only while on "your" "Premises". Other "Business" property, including samples and goods held for sale, is not insured;
7. securities, books of account, deeds, evidences of debt or title, letters of credit, notes other than bank notes, manuscripts, passports, tickets and documents or other evidence to establish ownership or the right to claim a benefit for an amount up to \$4,000 in all;
8. legal tender money, bullion, or "Cash Cards" up to \$500 in all;
9. self-propelled lawn mowers, lawn and garden tractors, other gardening equipment, snow blowers and golf carts, including attachments and accessories up to \$15,000 in all;
10. watercraft, their furnishings, equipment, accessories, and motors up to \$1,000 in all. Loss or damage from windstorm or hail is insured only if they were inside a fully enclosed building. Canoes, pedalos, and rowboats are also insured while in the open;
11. "Computer Software", including "Digital Assets" up to \$1,000 in all. "We" do not insure the cost of gathering or assembling information;
12. antiques only for their depreciated value (antique value is not covered unless specifically scheduled);
13. parts for motorized vehicles that are not yet installed up to \$3,000 in all;
14. bicycles, tricycles, or unicycles; including those which are electric power assisted, that are not subject to motor vehicle registration, and their related equipment and accessories up to \$1,000 in all;
15. utility trailers up to \$1,000 in all;
16. wine or alcoholic beverage collections up to \$2,000 in all. "We" do not cover loss or damage caused by breakage or spoilage; and
17. "Your" legally owned cannabis seeds, plants, and cannabis in all consumable forms, whether for medicinal or recreational use; it's related equipment and paraphernalia, is insured up to \$500 in all, but only while on "your" "Premises". However, the following conditions apply:
 - a) failure to comply, at any time, with any provincial or federal law relating to cannabis, will negate coverage under this Special Limit; and
 - b) "Actual Cash Value" will be the basis of claim payment for this Personal Property.

COVERAGE D - ADDITIONAL LIVING EXPENSES

The amount of insurance for Additional Living Expenses is the total amount for any one or a combination of the following coverages. The periods of time stated below are not limited by the expiration of the policy. "We" do not insure the cancellation of a lease or agreement.

1. **Additional Living Expense:** If damage to "your" "Dwelling" by an insured peril makes it 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 damage to "your" "Dwelling" or "Detached Private Structure(s)" by an insured peril makes that part of the "Dwelling", or "Detached Private Structure(s)" 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 Structure(s)" 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(s)" rented or held for rental is unfit for occupancy.

3. **Civil Authority Prohibits Access:** If, as the direct result of damage to neighbouring "Premises" by an insured peril, a "Civil Authority" prohibits access to "your" "Dwelling", "We" insure any resulting Additional Living Expense and Fair Rental Value for a period not exceeding 30 days.
4. **Emergency Evacuation:** "We" will pay any necessary and reasonable increase in living expense incurred by "You" while access to "your" "Dwelling" is prohibited by order of "Civil Authority", but only when such order is given for evacuation as a direct result of a sudden and accidental emergency 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, or \$3,000, whichever is the lesser.

"You" are not insured for any claim arising from evacuation resulting from, in whole or in part by:

- a) "Flood", this exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but "You" are still insured for ensuing loss or damage which results directly from fire or explosion;
- b) earthquake;
- c) occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
- d) 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;
- e) contamination by radioactive material;
- f) "Terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "Terrorism" regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but "You" are still insured for ensuing loss or damage which results directly from fire or explosion; or
- g) caused by or arising out of any "Communicable Disease".

ADDITIONAL COVERAGES – SECTION I:

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

1. **Lawns, Outdoor Trees, Shrubs, and Plants:** "You" may apply up to 5% of the amount of insurance on "your" "Dwelling" to lawns, trees, shrubs, and plants owned by "You" on "your" "Premises". "We" will not pay more than \$500 for any one lawn, 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, or malicious acts, as described under Insured Perils.

"We" do not insure cannabis plants; or any items grown for commercial purposes.

2. **Tear out:** If any walls, ceilings, or other parts of the insured "Dwelling" or "Detached Private Structure(s)", including improvements or betterments made by "You" or acquired by "You", must be torn apart before "Water" damage covered by this form can be repaired, "We" will pay the cost of such work and its restoration. The cost of tearing out and replacing property to repair damage related to public "Water mains", sewers or outdoor swimming pools and outdoor plumbing systems is not insured.
3. **Pollution Damage - Insured Premises:** If a sudden and unintentional event occurs during the policy term resulting in pollution or contamination of property of the insured "Premises", which is required to be reported to any provincial authority, "We" will pay up to \$5,000, in any one policy year, subject to the policy deductible, for costs to remove and restore property of the insured "Premises".
4. **Credit or Debit Cards and Forgery and Counterfeit Money:**
"We" will pay for:
 - a) "your" legal obligation under the applicable provincial or Canadian law to pay because of the theft or unauthorized use of credit or debit cards, or automated teller cards issued to "You" or registered in "your" name provided "You" have complied with all of the conditions under which the card was issued;
 - b) loss to "You" caused by forgery or alteration of cheques, drafts, or other negotiable instruments;

- c) loss by "your" acceptance in good faith of counterfeit Canadian or United States paper currency.

"We" do not cover:

- (a) losses caused by a resident of "your" household;
- (b) losses caused by a person to whom the card has been entrusted;
- (c) losses arising out of "Cash Cards" or "Cryptocurrency";
- (d) losses arising out of "your" "Business" pursuits.

The most "We" will pay under this coverage during the term of this policy is \$5,000.

No deductible applies to this Additional Coverage.

5. Inflation Protection:

If there is a loss insured under SECTION I during the term of this policy, "We" will automatically increase the amounts of insurance shown on the "Declaration Page" under SECTION I by amounts which are solely attributable to the inflationary increase:

- since the inception date of this policy, or
- the latest renewal date; or
- from the date of the most recent change to the amounts of insurance shown on the "Declaration Page",

whichever is the latest.

On the renewal date of "your" policy, if required, "We" will automatically increase the amounts of insurance shown on the "Declaration Page" under SECTION I, by amounts which are solely attributable to the inflationary increases since the latest renewal date.

6. Refrigerator and Freezer Foods: "We" insure food and medication while contained in any refrigerator or food freezer unit(s) located within, or on "your" "Premises" for loss up to \$1,000 per occurrence when caused by a power failure or mechanical breakdown of such unit(s). "You" may apply a part of this limit to any reasonable expenses incurred but does not include repair or replacement parts; to reduce or avert the loss.

"We" do not insure loss or damage:

- a) due to accidental or deliberate manual disconnection of the appliance from the electrical power supply on "your" "Premises";
- b) due to inherent vice and/or natural spoilage;
- c) due to "your" failure to take all reasonable steps to prevent further loss or damage to the insured property; or
- d) due to expenses incurred in the acquisition of the food.

No deductible applies to this Additional Coverage.

7. Fire Department Charges: "We" will reimburse "You" for up to \$5,000 per occurrence if "You" are legally obligated to pay "your" municipal fire department resulting from charges incurred for attending "your" "Premises" to save or protect insured property from loss or damage, or further loss or damage, due to an insured peril.

No deductible applies to this Additional Coverage.

8. Reward Benefit: "We" will pay up to \$1,000 for information which leads directly to the conviction of any person who robs from any person insured under this policy, or steals, vandalizes, burglarizes, or commits arson to any covered property insured by this policy. This reward is not payable to law enforcement or security officers or agencies. The \$1,000 maximum payment under this section applies regardless of the number of persons providing information.

No deductible applies to this Additional Coverage.

9. LIMITED EXTENSION OF TERMINATION or EXPIRY DATE – DECLARED EMERGENCY SITUATION: The effective date of the termination or expiry date of this policy is extended, subject to the conditions and definitions set out below, when an "emergency" is declared by a Canadian public authority designated by statute for the purpose of issuing such an order.

- 1) The "emergency" must have a direct effect or impact on:
 - a) the insured, the insured site or insured property located in the declared emergency area; or
 - b) the operations of the insurer or its agent or broker located in the declared emergency area.
- 2) Any time limitation described in the Termination condition of this policy, with respect to termination of this policy by the Insurer, will not continue to run until the "emergency" is terminated plus the lesser of:

- a) 30 days; or
- b) the number of days equal to the total time the "emergency" order was in effect.
- 3) If the policy is due to expire during an "emergency", it will continue in force until the "emergency" is terminated plus the lesser of:
 - a) 30 days; or
 - b) the number of days equal to the total time the "emergency" order was in effect.
- 4) In no event shall the total term of this extension exceed 120 consecutive days;
- 5) The Insured agrees to pay the pro-rata premium earned for the additional time the Insurer remains on risk as a result of the above;
- 6) This coverage extension does not extend the indemnity period for any business interruption claim already in progress with the insurer;
- 7) This coverage extension does not extend the indemnity period for any business interruption claim arising from an insured loss that occurs during the time in which this endorsement has effect;
- 8) This coverage extension does not reinstate coverage for which the cancellation period has already expired; and
- 9) This coverage extension does not allow additional time for claims reporting provisions.

With respect to this Additional Coverage, "Emergency" means the first statutory declaration of an emergency:

- 1) With respect to a situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident, or an act whether intentional or otherwise; or
 - 2) Provided for by the relevant governing legislation if different from 1. above.
- but does not include any subsequent statutory declaration(s) that may be issued relating to the same event.
- 10. **Permission to Remove Property:** If "You" must remove insured property from "your" "Premises" to protect it from loss or damage by an insured peril, it is insured by this policy for 60 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.
 - 11. **Change of Temperature:** Loss or damage to personal property kept in "your" "Dwelling", caused by a change of temperature that results from physical damage to "your" "Dwelling" or equipment caused by an insured peril.

INSURED PERILS - SECTION I

COVERAGES A,B, C and D

"We" insure the property described in Coverages A,B,C and D against direct physical loss or damage caused by the following perils as described and subject to the exclusions, limitations, and conditions of this form.

- 1. FIRE or LIGHTNING.
- 2. EXPLOSION.
- 3. SMOKE: This peril means smoke due to a sudden, unusual, and 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 the "Dwelling" or building, but not objects which strike because of snowslide, iceslide, landslide or any other earth movement.
- 5. IMPACT BY AIRCRAFT OR LAND VEHICLE: Animals are not insured under this peril.
- 6. RIOT.
- 7. VANDALISM or MALICIOUS ACTS: This peril does not include:
 - (a) loss or damage occurring while the "Dwelling" is "Under Construction" or "Vacant" even if permission for construction or vacancy has been given by "us";
 - (b) damage caused by "You" or any members of "your" household, or "your" employees, or by any tenant, roomer or boarder or member of the tenant's household or their guest;
 - (c) loss or damage caused by theft or attempted theft.
- 8. WATER ESCAPE: This peril means:
 - (a) the sudden and accidental escape of "Water" from within a "Water main";
 - (b) the sudden and accidental escape of "Water" or steam from within a heating, sprinkler, air conditioning or plumbing system, or a "Domestic Water Container" which is located inside "your" "Dwelling";
 - (c) The sudden and accidental escape of "Water" from an outdoor plumbing system, or "Domestic Water Container", which is located outside "your" "Dwelling", and on "your" "Premises";
 - (d) "Water" which enters through an opening which has been created suddenly and accidentally by an insured peril;

But "We" do not cover loss or damage:

- i) caused by continuous or repeated "Seepage" or "Leakage" of "Water";
 - ii) caused by "Flood", this exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but "You" are still insured for ensuing loss or damage which results directly from fire or explosion;
 - iii) caused by backing up or escape of "Water" from a sewer or drain, sump or septic tank;
 - iv) caused by "Ground Water" or rising of the water table;
 - v) caused by "Surface Waters", unless the "Water" escapes from a "Water main" or "Domestic Water Container" located outside "your" "Dwelling";
 - vi) to "Water mains", heating, sprinkler, air conditioning or plumbing system, or a "Domestic Water Container" from which the "Water" escaped;
 - vii) to outdoor plumbing systems, "Domestic Water Containers" and attached equipment located outside "your" "Dwelling", and on "your" "Premises" caused by freezing, "Water", or rupture;
 - viii) occurring while the "Dwelling" is "Under Construction" or "Vacant", even if permission for construction or vacancy has been given by "us";
 - ix) caused by freezing of any part of a heating, sprinkler, air conditioning or plumbing system or "Domestic Water Container" unless it happens within a "Dwelling" heated during the usual heating season and "You" have not been away from "your" "Premises" for more than 4 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; or
 - x) caused by freezing in an unheated portion of the "Dwelling".
9. WINDSTORM or HAIL: This peril does not include loss or damage to the interior of a building caused by windstorm, hail, or coincidental rain damage, unless the storm first creates an opening in the building. This peril does not include damage:
- (a) to outdoor radio and/or TV antennae, towers, satellite receivers and their attachments;
 - (b) due to weight or pressure of ice or snow, waves, "Flood", land subsidence, whether driven by wind or not.
10. GLASS BREAKAGE. "We" insure glass that forms part of "your" "Dwelling" or "Detached Private Structure(s)" on "your" "Premises", including glass in storm windows and doors, against accidental breakage. This peril does not include loss or damage occurring while "your" building is "Under Construction" or "Vacant" even if permission for construction or vacancy has been given by "us".
11. TRANSPORTATION. This peril means loss or damage caused by collision, upset, overturn, derailment, stranding, or sinking of any automobile or attached trailer in which the insured property is being carried. This would also apply to any vehicle of a common carrier. This peril means loss or damage to:
- (a) "your" personal property while it is temporarily removed from "your" "Premises";
 - (b) building fixtures and fittings when they are temporarily removed from "your" "Premises" for repair or seasonal storage.
- This peril does not include loss or damage to:
- i) property in a cabin or home trailer which "You" own; or
 - ii) any watercraft, their furnishings, equipment, or motors.
12. THEFT, INCLUDING DAMAGE CAUSED BY ATTEMPTED THEFT: This peril does not include loss or damage:
- (a) which happens at any other "Dwelling" which "You" own, rent or occupy, except while "You" are temporarily living there;
 - (b) caused by "your" employee, or by any tenant, roomer or boarder or member of the tenant's household or their guest;
 - (c) to property in or from a "Dwelling" "Under Construction" or of materials and supplies for use in the construction until the "Dwelling" is completed and ready to be occupied.
13. COLLAPSE, INCLUDING COLLAPSE CAUSED BY THE WEIGHT OF ICE OR SNOW: This peril means the structural collapse of foundations, walls, floors, or roof of a "Dwelling". This peril does not include loss or damage caused directly or indirectly:
- (a) to outside property such as awnings, fences, trellises, fiberglass or plastic roof coverings, swimming pools, patios, driveways, walks or retaining walls, outdoor radio and/or TV antennae, towers, satellite receivers and their attachments;
 - (b) by earthquake, or by the settling, cracking, expanding, contracting, moving, shifting, or bulging of any "Dwelling";
 - (c) by rodents (such as squirrels and rats), insects or vermin (such as raccoons and skunks), bats, or by dampness of atmosphere, dryness of atmosphere, rotting, rust or corrosion.
14. 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) that is part of a heating unit for the insured "Dwelling" or "Detached Private Structure(s)".

LOSS OR DAMAGE NOT INSURED – SECTION I

Property Excluded:

"We" do not insure loss or damage to:

1. "your" insured property when "your" "Dwelling" has to "your" knowledge, been "Vacant" for more than 30 consecutive days;
2. "Dwellings", buildings, or structures used in whole or in part or designed for "Farming", commercial or "Business" purposes unless declared on the "Declaration Page";
3. "Dwellings" or "Detached Private Structure(s)" while being moved or transported;
4. any property illegally acquired, used, kept, stored, transported, or property subject to forfeiture;
5. any property lawfully seized, forfeited, or confiscated unless such property is destroyed to prevent the spread of fire;
6. property resulting from a change in ownership of property that is agreed to, even if that change was brought about by trickery or fraud;
7. electrical devices or appliances caused by electrical currents other than lightning;
8. lawns, outdoor trees, shrubs, or plants except as provided under ADDITIONAL COVERAGES – SECTION I of this policy;
9. 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;
10. domestic pets;
11. retaining walls not constituting part of any insured building, unless loss or damage is caused by fire, lightning, impact by land vehicle or aircraft, or vandalism or malicious acts;
12. buildings and/or structures, and their contents, including any Personal Property, used in whole or in part for the illegal cultivation, harvesting, processing, manufacture, distribution or sale of cannabis or any product derived from, or containing, cannabis or any other substance falling within the Schedules of the Controlled Drugs and Substances Act, whether or not the insured is aware of such use of the property;
13. livestock; or
14. a) "Data"; or
b) loss or damage resulting from, contributed to, or caused directly or indirectly by "Data Problem".
However, if loss or damage caused by "Data Problem" results in the occurrence of further loss or damage to property insured that is directly caused by "Specified Peril(s)" as defined in this policy, this exclusion (b) shall not apply to such resulting loss or damage.

Perils Excluded:

"We" do not insure loss or damage resulting from, contributed to, or caused directly or indirectly:

15. or occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
 16. by 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;
 17. by contamination by radioactive material;
 18. by or resulting from contamination or pollution or the release, discharge, or dispersal of contaminants or "Pollutant(s)", except damage to the "Dwelling" or Personal Property, caused by the sudden and accidental escape of fuel from a permanently installed "Domestic Fuel Tank" (including any attached equipment, apparatus or piping) that is part of a heating unit for the insured "Dwelling" or "Detached Private Structure(s)" or as provided under ADDITIONAL COVERAGES -SECTION I;
 19. by wear, tear, gradual deterioration, latent defect or mechanical breakdown, rust, corrosion, extremes of temperature, wet or dry rot, "Fungi" or "Spore(s)", or contamination;
 20. by scratching, marring, chipping or abrasion of any property or breakage of any fragile or brittle articles unless caused by a "Specified Peril(s)", impact by watercraft, or theft or attempted theft;
 21. by birds, moths, vermin (such as skunks and raccoons), rodents (such as squirrels and rats), insects, bats, or domestic pets, except loss or damage to building glass;
 22. by an intentional or criminal act or failure to act by:
 - a) "You" or any person insured by this policy; or
 - b) any other person at the direction of any person insured by this policy; or
 - c) "your" employees or anyone to whom the damaged or lost property was entrusted.
- 1) This exclusion applies only to the claim of a person:
 - i) whose act or omission caused the insured loss or damage;

- ii) who abetted or colluded in the act or omission;
 - iii) who consented to the act or omission and knew or ought to have known that the act or omission would cause the insured loss or damage; or
 - iv) who is in a class prescribed by regulation.
- 2) An insured person to whom this exclusion does not apply:
- i) must co-operate with "us" in respect of the investigation of the loss or damage, including without limitation;
 - by submitting to an examination under oath, if requested by "us";
 - by producing for examination at a reasonable time and place designated by "us", documents specified by "us" that relate to the loss or damage; and
 - by permitting extracts and copies of such documents to be made, all at a reasonable time and place designated by "us".
 - ii) cannot recover more than their proportionate interest in the lost or damaged property.
23. by the cost involved to correct faulty or improper material, workmanship, or design;
24. because of increased costs of repair or replacement due to the operation of any law or by-law regulating the zoning, demolition, repair or construction of buildings and their related services;
25. by impact of waterborne objects, including ice, whether driven by wind or not;
26. in whole or in part by "Terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "Terrorism" regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but "You" are still insured for ensuing loss or damage which results directly from fire or explosion;
27. by "Cyber Incident"; or
28. the transmission of any "Communicable Disease" by any person insured by this policy.
- 1) For the purpose of this exclusion, this policy does not insure any loss, damage, claim, fine, penalty, judgment, cost, expense, or other amount, directly or indirectly arising out of, caused by, resulting from, in consequence of, in connection with, contributed to by, attributable to, or in any way involving (regardless of any other cause or event contributing concurrently or in any other sequence thereto):
 - a) a "Communicable Disease";
 - b) the fear or threat (whether actual or perceived) of a "Communicable Disease"; or
 - c) any action taken in controlling, preventing, suppressing or in any way relating to any incidence, outbreak, epidemic or pandemic or threat of incidence, outbreak, epidemic or pandemic of a "Communicable Disease".
 - 2) For the purposes of this exclusion, loss, damage, claim, fine, penalty, judgment, cost, expense, or other amount includes, but is not limited to, loss of revenue or income and/or "Replacement Costs" of, deterioration of, depreciation of, loss of value or marketability of, or loss of use of any property, as well as any cost to clean, sanitize, remediate, detoxify, remove, monitor, or test with respect to:
 - a) for a "Communicable Disease", or
 - b) any property that is affected or may be affected by such "Communicable Disease".

BASIS OF CLAIM PAYMENT – SECTION I

"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.

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

Insurance cannot be a source of profit.

Deductible: In any one occurrence, "We" are responsible only for the amount by which the insured loss or damage exceeds the amount of the deductible shown on the "Declaration Page".

If one occurrence could lead to the application of more than one deductible, only the largest deductible will apply.

If "your" claim involves Personal Property on which the Special Limits Applicable to Some Personal Property apply, the limitations apply to losses exceeding the deductible amount.

Dwelling Building and Detached Private Structures: If "You" repair or replace the damaged or destroyed building on the same location with materials of similar quality within a reasonable amount of 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.

Personal Property (On Premises or Off Premises): "We" agree to pay any loss insured for Personal Property on the basis of "Replacement Cost" provided that:

- a) the property, at the time of loss, was maintained and in good working condition, useable for its original purpose and is not obsolete;
- b) "You" have repaired or replaced the property promptly;
- c) "Electronic Media" is reproduced from duplicates or from originals of the previous generation of the media ("We" will not pay the cost of gathering or assembling information or "Data" for reproduction);
- d) records, including books of account, drawings, or card index systems are transcribed or copied from duplicates;

Otherwise, the basis of claim payment will be the "Actual Cash Value" of the damage on the date of the occurrence.

"Actual Cash Value" will consider the cost to repair or replace the lost or damaged property, whichever is less, with new materials of similar kind, quality, and usefulness, but with proper deduction for depreciation.

In determining the proper deduction for depreciation, "We" will consider:

- the condition of the property immediately before the loss or damage;
- the use of the property and its obsolescence;
- its resale value; and
- its normal life expectancy.

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

Loss of or damage to items and articles that, by their inherent nature, cannot be replaced with a comparable article; or for which their age or history substantially contributes to their value, such as:

- fine arts, antiques, paintings;
- memorabilia, souvenirs, and collector's items;
- property that has not been maintained in good or workable condition; or
- property that is no longer used for its original purpose;

will not be settled on a "Replacement Cost" basis.

If the 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.

Insurance Under More Than One Policy:

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

In all other cases, "our" policy will pay its ratable proportion of an insured loss.

PP-1701-0124

RESIDENTIAL HOMEOWNERS BROAD PACKAGE POLICY
Form Rider PP-1702-0124

SECTION I- PROPERTY COVERAGE

COVERAGES

The amounts of insurance are shown on the "Declaration Page" for the coverages "You" have purchased. These amounts include the cost of removal of debris of the property insured by this policy as a result of an insured peril.

When the damage to the property plus the cost of cleaning and removal of debris exceed the limit of insurance for the damaged property, an additional 5% of the limit of insurance of COVERAGE A, B or C, whichever is applicable, will be available to cover debris removal expenses for the damaged property.

COVERAGE A - DWELLING BUILDING

"We" insure:

1. The "Dwelling" and attached structures.
2. Permanently installed outdoor equipment on the "Premises".
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 "Detached Private Structure(s)" on the "Premises". "We" insure against the peril of theft only when "your" "Dwelling" is completed and ready to be occupied.

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

COVERAGE B - DETACHED PRIVATE STRUCTURE(S)

"We" insure buildings or structures 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 "Detached Private Structure(s)". Owned docks and boathouses on the shoreline of "your" "Premises" are also included.

If "Your" have more than one "Detached Private Structure(s)", the amount of insurance under Coverage B will be proportioned among the structures, dependent upon "your" choice of basis of loss settlement described under Basis of Claim Payment, at the time of loss.

Property Not Included as Detached Private Structure(s)

This coverage does not apply to any building or structure that is or was designed for agricultural purposes or is or was used in whole or in part for "Farming" or any other commercial or "Business" purposes, whether it is in use, unoccupied, or "vacant".

COVERAGE C - PERSONAL PROPERTY

The description of Personal Property is as follows:

1. **ON PREMISES:** "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 "your" "Dwelling". If "You" wish, "We" will include uninsured personal property of others, while it is on "your" "Premises", but "We" do not insure property of tenants, roomers, or boarders who are not related to "You".
2. **OFF PREMISES:** "We" insure "your" personal property for an additional amount of up to 10% of the amount of insurance on "your" personal property or \$1,500, whichever is greater, while it is temporarily away from "your" "Premises", anywhere in the world.

This includes:

- Personal property newly acquired by "You" and in "your" possession when there has not been an opportunity to take such property to "your" "Premises".
- Personal property normally kept at any other location "You" own, rent or occupy is not insured.
- Personal property stored in a warehouse is only insured for the peril of theft.
- If "You" wish, "We" will include uninsured personal property belonging to others while it is in "your" possession or belonging to a "Residence Employee" travelling for "You" to a maximum of \$1,500.
- Personal property of students residing away from home is insured up to a limit of \$5,000 for each student.
- Personal property of a parent or family member who is dependent on "You" for support and maintenance, while residing in a nursing home or health-care facility, is insured up to a limit of \$5,000 each.
- Personal property belonging to others which is in "your" possession while "You" are acting as a "Volunteer" is limited to \$1,000.
- Personal property that "You" are moving to a new principal residence within Ontario is insured while in transit and while at "your" new principal residence for up to 30 consecutive days beginning the day "You" start "your" move. The amount of insurance will be divided in the proportion that the value of the property at each premise and in transit bears to the value of all "your" personal property, at the time of loss.

Property Not Included As Personal Property

"We" do not insure loss or damage to motorized vehicles, trailers, aircraft, unmanned air vehicles, drones, or their equipment, except:

- motorized wheelchairs and scooters having more than two wheels and specifically designed for the carriage of a person with a physical disability and are not subject to motor vehicle registration;
- watercraft (subject to Special Limits Applicable to Some Personal Property section of "your" policy);

- self-propelled lawn mowers, lawn and garden tractors up to 22 kW (30 HP), other gardening equipment or snow blowers;
- golf carts that are not subject to motor vehicle registration;
- electric power assisted cycles, with a maximum speed of 32km/h and are not subject to motor vehicle registration (subject to Special Limits Applicable to Some Personal Property section of "your" policy); and
- electric powered children's toys, maximum 10km/h and are not subject to vehicle registration (subject to Special Limits Applicable to Some Personal Property section of "your" policy).

Equipment includes audio, visual, recording, or transmitting equipment powered by the electrical system of a motor vehicle, aircraft, unmanned air vehicle, or drone.

"We" do not insure loss or damage to "your" Personal Property, while it is being rented or leased to others by "You" for a payment.

Special Limits Applicable to Some Personal Property:

The following Special Limits of Insurance apply to some Personal Property insured. The stated special limits are the maximum amounts that "We" will pay for insured loss or damage per occurrence; subject to the terms and conditions set out.

"We" insure:

1. jewellery, watches, gems, fur garments and garments trimmed with fur up to \$3,000 in all;
2. numismatic property (such as coin collections and bank note collections) up to \$500 in all;
3. collectibles, meaning specifically, sports cards, sports memorabilia, and comic book collections, up to \$1,500 in all;
4. stamps and philatelic property (such as stamp collections) up to \$1,500 in all; and
5. silverware, silver-plated ware, goldware, gold-plated ware, and pewterware up to \$10,000 in all.

The above limits only apply to loss or damage caused by the peril of theft.

"We" also insure:

6. books, tools, and instruments pertaining to a "Business", profession or occupation for an amount up to \$3,000 in all, but only while on "your" "Premises". Other "Business" property, including samples and goods held for sale, is not insured;
7. securities, books of account, deeds, evidences of debt or title, letters of credit, notes other than bank notes, manuscripts, passports, tickets and documents or other evidence to establish ownership or the right to claim a benefit for an amount up to \$4,000 in all;
8. legal tender money, bullion, or "Cash Cards" up to \$500 in all;
9. self-propelled lawn mowers, lawn and garden tractors, other gardening equipment, snow blowers and golf carts, including attachments and accessories up to \$15,000 in all;
10. watercraft, their furnishings, equipment, accessories, and motors up to \$1,000 in all. Loss or damage from windstorm or hail is insured only if they were inside a fully enclosed building. Canoes, pedalos, and rowboats are also insured while in the open;
11. "Computer Software", including "Digital Assets" up to \$1,000 in all. "We" do not insure the cost of gathering or assembling information;
12. antiques only for their depreciated value (antique value is not covered unless specifically scheduled);
13. parts for motorized vehicles that are not yet installed up to \$3,000 in all;
14. bicycles, tricycles, or unicycles; including those which are electric power assisted, that are not subject to motor vehicle registration, and their related equipment and accessories up to \$2,000 in all;
15. utility trailers up to \$1,000 in all;
16. wine or alcoholic beverage collections up to \$2,000 in all. "We" do not cover loss or damage caused by breakage or spoilage; and
17. "Your" legally owned cannabis seeds, plants, and cannabis in all consumable forms, whether for medicinal or recreational use; it's related equipment and paraphernalia, is insured up to \$500 in all, but only while on "your" "Premises". However, the following conditions apply:
 - a) failure to comply, at any time, with any provincial or federal law relating to cannabis, will negate coverage under this Special Limit; and
 - b) "Actual Cash Value" will be the basis of claim payment for this Personal Property.

COVERAGE D - ADDITIONAL LIVING EXPENSES

The amount of insurance for Additional Living Expenses is the total amount for any one or a combination of the following coverages. The periods of time stated below are not limited by the expiration of the policy. "We" do not insure the cancellation of a lease or agreement.

1. **Additional Living Expense:** If damage to "your" "Dwelling" by an insured peril makes it 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 damage to "your" "Dwelling" or "Detached Private Structure(s)" by an insured peril makes that part of the "Dwelling", or "Detached Private Structure(s)" 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 Structure(s)" 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(s)" rented or held for rental is unfit for occupancy.
3. **Civil Authority Prohibits Access:** If, as the direct result of damage to neighbouring "Premises" by an insured peril, a "Civil Authority" prohibits access to "your" "Dwelling", "We" insure any resulting Additional Living Expense and Fair Rental Value for a period not exceeding 30 days.
4. **Emergency Evacuation:** "We" will pay any necessary and reasonable increase in living expense incurred by "You" while access to "your" "Dwelling" is prohibited by order of "Civil Authority", but only when such order is given for evacuation as a direct result of a sudden and accidental emergency 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, or \$3,000, whichever is the lesser.

"You" are not insured for any claim arising from evacuation resulting from, in whole or in part by:

- a) "Flood", this exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but "You" are still insured for ensuing loss or damage which results directly from fire or explosion;
- b) earthquake;
- c) occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
- d) 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;
- e) contamination by radioactive material;
- f) "Terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "Terrorism" regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but "You" are still insured for ensuing loss or damage which results directly from fire or explosion; or
- g) caused by or arising out of any "Communicable Disease".

ADDITIONAL COVERAGES – SECTION I:

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

1. **Lawns, Outdoor Trees, Shrubs, and Plants:** "You" may apply up to 5% of the amount of insurance on "your" "Dwelling" to lawns, trees, shrubs, and plants owned by "You" on "your" "Premises". "We" will not pay more than \$500 for any one lawn, 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, or malicious acts, as described under Insured Perils.

"We" do not insure cannabis plants; or any items grown for commercial purposes.

2. **Tear out:** If any walls, ceilings, or other parts of the insured "Dwelling" or "Detached Private Structure(s)", including improvements or betterments made by "You" or acquired by "You", must be torn apart before "Water" damage covered by this form can be repaired, "We" will pay the cost of such work and its restoration.

The cost of tearing out and replacing property to repair damage related to public "Water mains", sewers or outdoor swimming pools and outdoor plumbing systems is not insured.

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

4. **Credit or Debit Cards and Forgery and Counterfeit Money:**

"We" will pay for:

- a) "your" legal obligation under the applicable provincial or Canadian law to pay because of the theft or unauthorized use of credit or debit cards, or automated teller cards issued to "You" or registered in "your" name provided "You" have complied with all of the conditions under which the card was issued;
- b) loss to "You" caused by forgery or alteration of cheques, drafts, or other negotiable instruments;
- c) loss by "your" acceptance in good faith of counterfeit Canadian or United States paper currency.

"We" do not cover:

- (a) losses caused by a resident of "your" household;
- (b) losses caused by a person to whom the card has been entrusted;
- (c) losses arising out of "Cash Cards" or "Cryptocurrency";
- (d) losses arising out of "your" "Business" pursuits.

The most "We" will pay under this coverage during the term of this policy is \$5,000.

No deductible applies to this Additional Coverage.

5. **Inflation Protection:**

If there is a loss insured under SECTION I during the term of this policy, "We" will automatically increase the amounts of insurance shown on the "Declaration Page" under SECTION I by amounts which are solely attributable to the inflationary increase:

- since the inception date of this policy, or
- the latest renewal date; or
- from the date of the most recent change to the amounts of insurance shown on the "Declaration Page",

whichever is the latest.

On the renewal date of "your" policy, if required, "We" will automatically increase the amounts of insurance shown on the "Declaration Page" under SECTION I, by amounts which are solely attributable to the inflationary increases since the latest renewal date.

6. **Refrigerator and Freezer Foods:** "We" insure food and medication while contained in any refrigerator or food freezer unit(s) located within, or on "your" "Premises" for loss up to \$2,000 per occurrence when caused by a power failure or mechanical breakdown of such unit(s). "You" may apply a part of this limit to any reasonable expenses incurred but does not include repair or replacement parts; to reduce or avert the loss.

"We" do not insure loss or damage:

- a) due to accidental or deliberate manual disconnection of the appliance from the electrical power supply on "your" "Premises";
- b) due to inherent vice and/or natural spoilage;
- c) due to "your" failure to take all reasonable steps to prevent further loss or damage to the insured property; or
- d) due to expenses incurred in the acquisition of the food.

No deductible applies to this Additional Coverage.

7. **Fire Department Charges:** "We" will reimburse "You" for up to \$5,000 per occurrence if "You" are legally obligated to pay "your" municipal fire department resulting from charges incurred for attending "your" "Premises" to save or protect insured property from loss or damage, or further loss or damage, due to an insured peril.

No deductible applies to this Additional Coverage.

8. **Reward Benefit:** "We" will pay up to \$1,000 for information which leads directly to the conviction of any person who robs from any person insured under this policy, or steals, vandalizes, burglarizes, or commits arson to any covered property insured by this policy. This reward is not payable to law enforcement or security officers or

agencies. The \$1,000 maximum payment under this section applies regardless of the number of persons providing information.

No deductible applies to this Additional Coverage.

9. **Vacant Land Condominium Corporation Assessments:** If "You" are a vacant land "Condominium Unit Owner", and the "Dwelling" and "Detached Private Structure(s)" on "your" "Premises" are included within the boundaries of "your" condominium unit (defined as an area of land forming part of the property owned by the "Condominium Corporation"), "We" will pay up to a limit of \$10,000 for "your" share of a special assessment if:
- the assessment is valid under the "Condominium Corporation's" governing rules; and
 - the assessment is made necessary by a direct loss to the collectively owned condominium property caused by an insured peril in this policy.

"We" will pay up to \$1,000 for that part of an assessment made necessary by a deductible in the insurance policy of the "Condominium Corporation" and in accordance with clause 105 of the Condominium Act, 1998 Ontario.

10. **LIMITED EXTENSION OF TERMINATION or EXPIRY DATE – DECLARED EMERGENCY SITUATION:** The effective date of the termination or expiry date of this policy is extended, subject to the conditions and definitions set out below, when an "emergency" is declared by a Canadian public authority designated by statute for the purpose of issuing such an order.
- 1) The "emergency" must have a direct effect or impact on:
 - a) the insured, the insured site or insured property located in the declared emergency area; or
 - b) the operations of the insurer or its agent or broker located in the declared emergency area.
 - 2) Any time limitation described in the Termination condition of this policy, with respect to termination of this policy by the Insurer, will not continue to run until the "emergency" is terminated plus the lesser of:
 - a) 30 days; or
 - b) the number of days equal to the total time the "emergency" order was in effect.
 - 3) If the policy is due to expire during an "emergency", it will continue in force until the "emergency" is terminated plus the lesser of:
 - a) 30 days; or
 - b) the number of days equal to the total time the "emergency" order was in effect.
 - 4) In no event shall the total term of this extension exceed 120 consecutive days;
 - 5) The Insured agrees to pay the pro-rata premium earned for the additional time the Insurer remains on risk as a result of the above;
 - 6) This coverage extension does not extend the indemnity period for any business interruption claim already in progress with the insurer;
 - 7) This coverage extension does not extend the indemnity period for any business interruption claim arising from an insured loss that occurs during the time in which this endorsement has effect;
 - 8) This coverage extension does not reinstate coverage for which the cancellation period has already expired; and
 - 9) This coverage extension does not allow additional time for claims reporting provisions.

With respect to this Additional Coverage, "Emergency" means the first statutory declaration of an emergency:

- 1) With respect to a situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident, or an act whether intentional or otherwise; or
 - 2) Provided for by the relevant governing legislation if different from 1. above.
- but does not include any subsequent statutory declaration(s) that may be issued relating to the same event.
11. **Permission to Remove Property:** If "You" must remove insured property from "your" "Premises" to protect it from loss or damage by an insured peril, it is insured by this policy for 60 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.
12. **Change of Temperature:** Loss or damage to personal property kept in "your" "Dwelling", caused by a change of temperature that results from physical damage to "your" "Dwelling" or equipment caused by an insured peril.

INSURED PERILS - SECTION I

COVERAGES A,B and D

"We" insure "your" property described in Coverages A,B and D against direct physical loss or damage, subject to the exclusions, limitations, and conditions of this form.

COVERAGE C: "We" insure "your" personal property against direct physical loss or damage caused by the following perils as described and subject to the exclusions, limitations, and conditions of this form.

1. FIRE or LIGHTNING.
2. EXPLOSION.
3. SMOKE: This peril means smoke due to a sudden, unusual, and 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 the "Dwelling" or building, but not objects which strike because of snowslide, iceslide, landslide or any other earth movement.
5. IMPACT BY AIRCRAFT OR LAND VEHICLE: Animals are not insured under this peril.
6. RIOT.
7. VANDALISM or MALICIOUS ACTS: This peril does not include:
 - (a) loss or damage occurring while the "Dwelling" is "Under Construction" or "Vacant" even if permission for construction or vacancy has been given by "us";
 - (b) damage caused by "You" or any members of "your" household, or "your" employees, or by any tenant, roomer or boarder or member of the tenant's household or their guest;
 - (c) loss or damage caused by theft or attempted theft.
8. WATER ESCAPE: This peril means:
 - (a) the sudden and accidental escape of "Water" from within a "Water main";
 - (b) the sudden and accidental escape of "Water" or steam from within a heating, sprinkler, air conditioning or plumbing system, or a "Domestic Water Container" which is located inside "your" "Dwelling";
 - (c) The sudden and accidental escape of "Water" from an outdoor plumbing system, or "Domestic Water Container", which is located outside "your" "Dwelling", and on "your" "Premises";
 - (d) "Water" which enters through an opening which has been created suddenly and accidentally by an insured peril;

But "We" do not cover loss or damage:

 - i) caused by continuous or repeated "Seepage" or "Leakage" of "Water";
 - ii) caused by "Flood", this exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but "You" are still insured for ensuing loss or damage which results directly from fire or explosion;
 - iii) caused by backing up or escape of "Water" from a sewer or drain, sump or septic tank;
 - iv) caused by "Ground Water" or rising of the water table;
 - v) caused by "Surface Waters", unless the "Water" escapes from a "Water main" or "Domestic Water Container" located outside "your" "Dwelling";
 - vi) to "Water mains", heating, sprinkler, air conditioning or plumbing system, or a "Domestic Water Container" from which the "Water" escaped;
 - vii) to outdoor plumbing systems, "Domestic Water Containers" and attached equipment located outside "your" "Dwelling", and on "your" "Premises" caused by freezing, "Water", or rupture;
 - viii) occurring while the "Dwelling" is "Under Construction" or "Vacant", even if permission for construction or vacancy has been given by "us";
 - ix) caused by freezing of any part of a heating, sprinkler, air conditioning or plumbing system or "Domestic Water Container" unless it happens within a "Dwelling" heated during the usual heating season and "You" have not been away from "your" "Premises" for more than 4 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; or
 - x) caused by freezing in an unheated portion of the "Dwelling".
9. WINDSTORM or HAIL: This peril does not include loss or damage to the interior of a building caused by windstorm, hail, or coincidental rain damage, unless the storm first creates an opening in the building.

This peril does not include damage:

 - (a) due to weight or pressure of ice or snow, waves, "Flood", land subsidence, 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 insured property is being carried. This would also apply to any vehicle of a common carrier.

This peril means loss or damage to:

 - (a) "your" personal property while it is temporarily removed from "your" "Premises";

(b) building fixtures and fittings when they are temporarily removed from "your" "Premises" for repair or seasonal storage.

This peril does not include loss or damage to:

- i) property in a cabin or home trailer which "You" own; or
- ii) 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 "Dwelling" which "You" own, rent or occupy, except while "You" are temporarily living there;
 - (b) caused by "your" employee, or by any tenant, roomer or boarder or member of the tenant's household or their guest;
 - (c) to property in or from a "Dwelling" "Under Construction" or of materials and supplies for use in the construction until the "Dwelling" is completed and ready to be occupied.
12. **COLLAPSE, INCLUDING COLLAPSE CAUSED BY THE WEIGHT OF ICE OR SNOW:** This peril means loss or damage to "your" Personal Property caused by the structural collapse of foundations, walls, floors, or roof of a "Dwelling".
- This peril does not include loss or damage caused directly or indirectly:
- (a) to outside property such as awnings, fences, trellises, fiberglass or plastic roof coverings, patios, driveways, walks or retaining walls, outdoor radio and/or TV antennae, towers, satellite receivers and their attachments;
 - (b) by earthquake, or by the settling, cracking, expanding, contracting, moving, shifting, or bulging of any "Dwelling";
 - (c) while the "Dwelling" is "Under Construction" or "Vacant", even if permission for construction or vacancy has been given by "us";
 - (d) by rodents (such as squirrels and rats), insects or vermin (such as raccoons and skunks), bats, or by dampness of atmosphere, dryness of atmosphere, rotting, rust or corrosion.
13. **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) that is part of a heating unit for the insured "Dwelling" or "Detached Private Structure(s)".

LOSS OR DAMAGE NOT INSURED – SECTION I

Property Excluded:

"We" do not insure loss or damage to:

- 1. "your" insured property when "your" "Dwelling" has to "your" knowledge, been "Vacant" for more than 30 consecutive days;
 - 2. "Dwellings", buildings, or structures used in whole or in part or designed for "Farming", commercial or "Business" purposes unless declared on the "Declaration Page";
 - 3. "Dwellings" or "Detached Private Structure(s)" while being moved or transported;
 - 4. any property illegally acquired, used, kept, stored, transported, or property subject to forfeiture;
 - 5. any property lawfully seized, forfeited, or confiscated unless such property is destroyed to prevent the spread of fire;
 - 6. property resulting from a change in ownership of property that is agreed to, even if that change was brought about by trickery or fraud;
 - 7. electrical devices or appliances caused by electrical currents other than lightning;
 - 8. lawns, outdoor trees, shrubs, or plants except as provided under ADDITIONAL COVERAGES – SECTION I of this policy;
 - 9. 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;
 - 10. domestic pets;
 - 11. retaining walls not constituting part of any insured building, unless loss or damage is caused by fire, lightning, impact by land vehicle or aircraft, or vandalism or malicious acts;
 - 12. buildings and/or structures, and their contents, including any Personal Property, used in whole or in part for the illegal cultivation, harvesting, processing, manufacture, distribution or sale of cannabis or any product derived from, or containing, cannabis or any other substance falling within the Schedules of the Controlled Drugs and Substances Act, whether or not the insured is aware of such use of the property;
 - 13. livestock; or
 - 14. a) "Data"; or
b) loss or damage resulting from, contributed to, or caused directly or indirectly by "Data Problem".
- However, if loss or damage caused by "Data Problem" results in the occurrence of further loss or damage to property insured that is directly caused by "Specified Peril(s)" as defined in this policy, this exclusion (b) shall not apply to such resulting loss or damage.

Perils Excluded:

"We" do not insure loss or damage resulting from, contributed to, or caused directly or indirectly:

15. or occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
16. by 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;
17. by contamination by radioactive material;
18. by or resulting from contamination or pollution or the release, discharge, or dispersal of contaminants or "Pollutant(s)", except damage to the "Dwelling" or Personal Property, caused by the sudden and accidental escape of fuel from a permanently installed "Domestic Fuel Tank" (including any attached equipment, apparatus or piping) that is part of a heating unit for the insured "Dwelling" or "Detached Private Structure(s)" or as provided under ADDITIONAL COVEAGES -SECTION I;
19. by wear, tear, gradual deterioration, latent defect or mechanical breakdown, rust, corrosion, extremes of temperature, wet or dry rot, "Fungi" or "Spore(s)", or contamination;
20. by scratching, marring, chipping or abrasion of any property or breakage of any fragile or brittle articles unless caused by a "Specified Peril(s)", impact by watercraft, or theft or attempted theft;
21. by birds, moths, vermin (such as skunks and raccoons), rodents (such as squirrels and rats), insects, bats, or domestic pets, except loss or damage to building glass;
22. by an intentional or criminal act or failure to act by:
 - a) "You" or any person insured by this policy; or
 - b) any other person at the direction of any person insured by this policy; or
 - c) "your" employees or anyone to whom the damaged or lost property was entrusted.
- 1) This exclusion applies only to the claim of a person:
 - i) whose act or omission caused the insured loss or damage;
 - ii) who abetted or colluded in the act or omission;
 - iii) who consented to the act or omission and knew or ought to have known that the act or omission would cause the insured loss or damage; or
 - iv) who is in a class prescribed by regulation.
- 2) An insured person to whom this exclusion does not apply:
 - i) must co-operate with "us" in respect of the investigation of the loss or damage, including without limitation;
 - by submitting to an examination under oath, if requested by "us";
 - by producing for examination at a reasonable time and place designated by "us", documents specified by "us" that relate to the loss or damage; and
 - by permitting extracts and copies of such documents to be made, all at a reasonable time and place designated by "us".
 - ii) cannot recover more than their proportionate interest in the lost or damaged property.
23. by the cost involved to correct faulty or improper material, workmanship, or design;
24. because of increased costs of repair or replacement due to the operation of any law or by-law regulating the zoning, demolition, repair or construction of buildings and their related services;
25. by impact of waterborne objects, including ice, whether driven by wind or not;
26. by settling, expansion, contraction, moving, bulging, buckling, or cracking except resulting damage to building glass;
27. by smoke from agricultural smudging or industrial operations;
28. by buildup of smoke. Smoke damage must be sudden and accidental;
29. by any earth movement whether natural or man-made occurring concurrently with and directly resulting from, but not limited to, earthquake, landslide, snowslide, or iceslide. If any of these results in fire or explosion, "We" will pay only for the resulting loss or damage;
30. by collapse of:
 - a) outside property such as awnings, fences, fibreglass or plastic roof coverings, or trellises unless resulting from structural collapse of foundations, walls, floors, or roof of a building;
 - b) patios, driveways, walks or retaining walls, outdoor radio and/or television antennae, towers, satellite receivers and their attachments;
 - c) the "Dwelling" while it is "Under Construction" or "Vacant", even if "We" have given permission for the policy to remain in force during construction or vacancy.
31. by "Water" unless the loss or damage directly resulted from:
 - a) the sudden and accidental escape of "Water" from within a "Water main";

- b) the sudden and accidental escape of "Water" or steam from within a heating, sprinkler, air conditioning or plumbing system, or a "Domestic Water Container" which is located inside "your" "Dwelling";
 - c) the sudden and accidental escape of "Water" from outdoor plumbing systems, or "Domestic Water Container", which is located outside "your" "Dwelling", and on "your" "Premises";
 - d) "Water" which enters through an opening which has been created suddenly and accidentally by a peril not otherwise excluded;
 - e) "Water" from the accumulation of ice or snow on the roof, downspout or eavestrough, which enters the "Dwelling" through the roof as a result of "Ice Damming".
- But "We" do not cover loss or damage:
- i) caused by continuous or repeated "Seepage" or "Leakage" of "Water";
 - ii) caused by "Flood", this exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but "You" are still insured for ensuing loss or damage which results directly from fire or explosion;
 - iii) caused by backing up or escape of "Water" from a sewer or drain, sump or septic tank;
 - iv) caused by "Ground Water" or rising of the water table;
 - v) caused by "Surface waters", unless the "Water" escapes from a "Water main" or "Domestic Water Container" located outside "your" "Dwelling";
 - vi) to "Water mains", heating, sprinkler, air conditioning or plumbing system, or a "Domestic Water Container" from which the "Water" escaped;
 - vii) to outdoor plumbing systems, "Domestic Water Containers" and attached equipment located outside "your" "Dwelling", and on "your" "Premises" caused by freezing, "Water", or rupture;
 - viii) occurring while the "Dwelling" is "Under Construction" or "Vacant", even if permission for construction or vacancy has been given by "us";
 - ix) caused by freezing of any part of a heating, sprinkler, air conditioning or plumbing system or "Domestic Water Container" unless it happens within a "Dwelling" 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" "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;
 - x) caused by freezing in an unheated portion of the "Dwelling".
- 32. by vandalism or malicious acts or theft or glass breakage occurring while "your" "Dwelling" is "Under Construction" or "Vacant" even if permission for construction or vacancy has been given by "us";
 - 33. by or due to vandalism or malicious acts caused by "You" or any members of "your" household, or "your" employees, or by any tenant, roomer or boarder, employee or member of the tenant's household or their guest;
 - 34. by theft or attempted theft by any roomer or boarder, tenant, employee, or members of a tenant's household or their guest;
 - 35. in whole or in part by "Terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "Terrorism" regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but "You" are still insured for ensuing loss or damage which results directly from fire or explosion;
 - 36. by "Cyber Incident"; or
 - 37. the transmission of any "Communicable Disease" by any person insured by this policy.
 - 1) For the purpose of this exclusion, this policy does not insure any loss, damage, claim, fine, penalty, judgment, cost, expense, or other amount, directly or indirectly arising out of, caused by, resulting from, in consequence of, in connection with, contributed to by, attributable to, or in any way involving (regardless of any other cause or event contributing concurrently or in any other sequence thereto):
 - a) a "Communicable Disease";
 - b) the fear or threat (whether actual or perceived) of a "Communicable Disease"; or
 - c) any action taken in controlling, preventing, suppressing or in any way relating to any incidence, outbreak, epidemic or pandemic or threat of incidence, outbreak, epidemic or pandemic of a "Communicable Disease".
 - 2) For the purposes of this exclusion, loss, damage, claim, fine, penalty, judgment, cost, expense, or other amount includes, but is not limited to, loss of revenue or income and/or "Replacement Costs" of, deterioration of, depreciation of, loss of value or marketability of, or loss of use of any property, as well as any cost to clean, sanitize, remediate, detoxify, remove, monitor, or test with respect to:
 - a) for a "Communicable Disease", or
 - b) any property that is affected or may be affected by such "Communicable Disease".

BASIS OF CLAIM PAYMENT – SECTION I

"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.

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

Insurance cannot be a source of profit.

Deductible: In any one occurrence, "We" are responsible only for the amount by which the insured loss or damage exceeds the amount of the deductible shown on the "Declaration Page".

If one occurrence could lead to the application of more than one deductible, only the largest deductible will apply.

If "your" claim involves Personal Property on which the Special Limits Applicable to Some Personal Property apply, the limitations apply to losses exceeding the deductible amount.

Dwelling Building and Detached Private Structure(s): If "You" repair or replace the damaged or destroyed building on the same location with materials of similar quality within a reasonable amount of 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.

Personal Property (On Premises or Off Premises): "We" agree to pay any loss insured for Personal Property on the basis of "Replacement Cost" provided that:

- a) the property, at the time of loss, was maintained and in good working condition, useable for its original purpose and is not obsolete;
- b) "You" have repaired or replaced the property promptly;
- c) "Electronic Media" is reproduced from duplicates or from originals of the previous generation of the media ("We" will not pay the cost of gathering or assembling information or "Data" for reproduction);
- d) records, including books of account, drawings, or card index systems are transcribed or copied from duplicates;

Otherwise, the basis of claim payment will be the "Actual Cash Value" of the damage on the date of the occurrence.

"Actual Cash Value" will consider the cost to repair or replace the lost or damaged property, whichever is less, with new materials of similar kind, quality, and usefulness, but with proper deduction for depreciation.

In determining the proper deduction for depreciation, "We" will consider:

- the condition of the property immediately before the loss or damage;
- the use of the property and its obsolescence;
- its resale value; and
- its normal life expectancy.

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

Loss of or damage to items and articles that, by their inherent nature, cannot be replaced with a comparable article; or for which their age or history substantially contributes to their value, such as:

- fine arts, antiques, paintings;
- memorabilia, souvenirs, and collector's items;
- property that has not been maintained in good or workable condition; or
- property that is no longer used for its original purpose;

will not be settled on a "Replacement Cost" basis.

If the 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.

Insurance Under More Than One Policy:

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

In all other cases, "our" policy will pay its ratable proportion of an insured loss.

RESIDENTIAL HOMEOWNERS COMPREHENSIVE PACKAGE POLICY
Form Rider PP-1703-0124

SECTION I- PROPERTY COVERAGE

COVERAGES

The amounts of insurance are shown on the "Declaration Page" for the coverages "You" have purchased.

These amounts include the cost of removal of debris of the property insured by this policy as a result of an insured peril.

When the damage to the property plus the cost of cleaning and removal of debris exceed the limit of insurance for the damaged property, an additional 5% of the limit of insurance of COVERAGE A, B or C, whichever is applicable, will be available to cover debris removal expenses for the damaged property.

COVERAGE A - DWELLING BUILDING

"We" insure:

1. The "Dwelling" and attached structures.
2. Permanently installed outdoor equipment on the "Premises".
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 "Detached Private Structure(s)" on the "Premises". "We" insure against the peril of theft only when "your" "Dwelling" is completed and ready to be occupied.

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

COVERAGE B - DETACHED PRIVATE STRUCTURE(S)

"We" insure buildings or structures 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 "Detached Private Structure(s)". Owned docks and boathouses on the shoreline of "your" "Premises" are also included.

If "Your" have more than one "Detached Private Structure(s)", the amount of insurance under Coverage B will be proportioned among the structures, dependent upon "your" choice of basis of loss settlement described under Basis of Claim Payment, at the time of loss.

Property Not Included as Detached Private Structure(s)

This coverage does not apply to any building or structure that is or was designed for agricultural purposes or is or was used in whole or in part for "Farming" or any other commercial or "Business" purposes, whether it is in use, unoccupied, or "vacant".

COVERAGE C - PERSONAL PROPERTY

The description of Personal Property is as follows:

1. **ON PREMISES:** "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 "your" "Dwelling". If "You" wish, "We" will include uninsured personal property of others, while it is on "your" "Premises", but "We" do not insure property of tenants, roomers, or boarders who are not related to "You".
2. **OFF PREMISES:** "We" insure "your" personal property while it is temporarily away from "your" "Premises", anywhere in the world.

This includes:

- Personal property newly acquired by "You" and in "your" possession when there has not been an opportunity to take such property to "your" "Premises".
- Personal property normally kept at any other location "You" own, rent or occupy is not insured.
- Personal property stored in a warehouse is only insured for 30 days unless the loss or damage is caused by theft. To extend coverage for this property in storage for a further period "We" must be notified in writing and endorse "your" policy as required.
- If "You" wish, "We" will include uninsured personal property belonging to others while it is in "your" possession or belonging to a "Residence Employee" travelling for "You" to a maximum of \$3,000.
- Personal property of students residing away from home is insured up to a limit of \$10,000 for each student.

- Personal property of a parent or family member who is dependent on "You" for support and maintenance, while residing in a nursing home or health-care facility, is insured up to a limit of \$7,000 each.
- Personal property belonging to others which is in "your" possession while "You" are acting as a "Volunteer" is limited to \$1,000.
- Personal property that "You" are moving to a new principal residence within Ontario is insured while in transit and while at "your" new principal residence for up to 30 consecutive days beginning the day "You" start "your" move. The amount of insurance will be divided in the proportion that the value of the property at each premise and in transit bears to the value of all "your" personal property, at the time of loss.

Property Not Included As Personal Property

"We" do not insure loss or damage to motorized vehicles, trailers, aircraft, unmanned air vehicles, drones, or their equipment, except:

- motorized wheelchairs and scooters having more than two wheels and specifically designed for the carriage of a person with a physical disability and are not subject to motor vehicle registration;
- watercraft (subject to Special Limits Applicable to Some Personal Property section of "your" policy);
- self-propelled lawn mowers, lawn and garden tractors up to 22 kW (30 HP), other gardening equipment or snow blowers;
- golf carts that are not subject to motor vehicle registration;
- electric power assisted cycles, with a maximum speed of 32km/h and are not subject to motor vehicle registration (subject to Special Limits Applicable to Some Personal Property section of "your" policy); and
- electric powered children's toys, maximum 10km/h and are not subject to vehicle registration (subject to Special Limits Applicable to Some Personal Property section of "your" policy).

Equipment includes audio, visual, recording, or transmitting equipment powered by the electrical system of a motor vehicle, aircraft, unmanned air vehicle, or drone.

"We" do not insure loss or damage to "your" Personal Property, while it is being rented or leased to others by "You" for a payment.

Special Limits Applicable to Some Personal Property:

The following Special Limits of Insurance apply to some Personal Property insured. The stated special limits are the maximum amounts that "We" will pay for insured loss or damage per occurrence; subject to the terms and conditions set out.

"We" insure:

1. jewellery, watches, gems, fur garments and garments trimmed with fur up to \$6,000 in all;
2. numismatic property (such as coin collections and bank note collections) up to \$1,000 in all;
3. collectibles, meaning specifically, sports cards, sports memorabilia, and comic book collections, up to \$2,500 in all;
4. stamps and philatelic property (such as stamp collections) up to \$2,000 in all; and
5. silverware, silver-plated ware, goldware, gold-plated ware, and pewterware up to \$10,000 in all.

The above limits do not apply to any loss or damage caused by the "Specified Perils" as defined.

"We" also insure:

6. books, tools, and instruments pertaining to a "Business", profession or occupation for an amount up to \$10,000 in all, but only while on "your" "Premises". Other "Business" property, including samples and goods held for sale, is not insured;
7. securities, books of account, deeds, evidences of debt or title, letters of credit, notes other than bank notes, manuscripts, passports, tickets and documents or other evidence to establish ownership or the right to claim a benefit for an amount up to \$6,000 in all;
8. legal tender money, bullion, or "Cash Cards" up to \$1,000 in all;
9. self-propelled lawn mowers, lawn and garden tractors, other gardening equipment, snow blowers and golf carts, including attachments and accessories up to \$15,000 in all;
10. watercraft, their furnishings, equipment, accessories, and motors up to \$3,000 in all. These are insured only for "Specified Peril(s)" and theft or attempted theft. Loss or damage from windstorm or hail is insured only if they were inside a fully enclosed building. Canoes, pedalos, and rowboats are also insured while in the open;
11. "Computer Software", including "Digital Assets" up to \$5,000 in all, including the cost of gathering or assembling information;

12. antiques only for their depreciated value (antique value is not covered unless specifically scheduled);
13. parts for motorized vehicles that are not yet installed up to \$3,000 in all;
14. bicycles, tricycles, or unicycles; including those which are electric power assisted, that are not subject to motor vehicle registration, and their related equipment and accessories up to \$3,000 in all;
15. utility trailers up to \$1,000 in all;
16. wine or alcoholic beverage collections up to \$2,000 in all. "We" do not cover loss or damage caused by breakage or spoilage; and
17. "Your" legally owned cannabis seeds, plants, and cannabis in all consumable forms, whether for medicinal or recreational use; it's related equipment and paraphernalia, is insured up to \$500 in all, but only while on "your" "Premises". However, the following conditions apply:
 - a) failure to comply, at any time, with any provincial or federal law relating to cannabis, will negate coverage under this Special Limit; and
 - b) "Actual Cash Value" will be the basis of claim payment for this Personal Property.

COVERAGE D - ADDITIONAL LIVING EXPENSES

The amount of insurance for Additional Living Expenses is the total amount for any one or a combination of the following coverages. The periods of time stated below are not limited by the expiration of the policy. "We" do not insure the cancellation of a lease or agreement.

1. **Additional Living Expense:** If damage to "your" "Dwelling" by an insured peril makes it 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 damage to "your" "Dwelling" or "Detached Private Structure(s)" by an insured peril makes that part of the "Dwelling", or "Detached Private Structure(s)" 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 Structure(s)" 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(s)" rented or held for rental is unfit for occupancy.
3. **Civil Authority Prohibits Access:** If, as the direct result of damage to neighbouring "Premises" by an insured peril, a "Civil Authority" prohibits access to "your" "Dwelling", "We" insure any resulting Additional Living Expense and Fair Rental Value for a period not exceeding 30 days.
4. **Emergency Evacuation:** "We" will pay any necessary and reasonable increase in living expense incurred by "You" while access to "your" "Dwelling" is prohibited by order of "Civil Authority", but only when such order is given for evacuation as a direct result of a sudden and accidental emergency 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, or \$3,000, whichever is the lesser.

"You" are not insured for any claim arising from evacuation resulting from, in whole or in part by:

- a) "Flood", this exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but "You" are still insured for ensuing loss or damage which results directly from fire or explosion;
- b) earthquake;
- c) occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
- d) 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;
- e) contamination by radioactive material;
- f) "Terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "Terrorism" regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but "You" are still insured for ensuing loss or damage which results directly from fire or explosion; or
- g) caused by or arising out of any "Communicable Disease".

ADDITIONAL COVERAGES – SECTION I:

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

1. **Lawns, Outdoor Trees, Shrubs, and Plants:** "You" may apply up to 5% of the amount of insurance on "your" "Dwelling" to lawns, trees, shrubs, and plants owned by "You" on "your" "Premises". "We" will not pay more than \$2,500 for any one lawn, 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, or malicious acts, as described under Insured Perils.

"We" do not insure cannabis plants; or any items grown for commercial purposes.

2. **Tear out:** If any walls, ceilings, or other parts of the insured "Dwelling" or "Detached Private Structure(s)", including improvements or betterments made by "You" or acquired by "You", must be torn apart before "Water" damage covered by this form can be repaired, "We" will pay the cost of such work and its restoration. The cost of tearing out and replacing property to repair damage related to public "Water mains", sewers or outdoor swimming pools and outdoor plumbing systems is not insured.

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

4. **Credit or Debit Cards and Forgery and Counterfeit Money:**

"We" will pay for:

- a) "your" legal obligation under the applicable provincial or Canadian law to pay because of the theft or unauthorized use of credit or debit cards, or automated teller cards issued to "You" or registered in "your" name provided "You" have complied with all of the conditions under which the card was issued;
- b) loss to "You" caused by forgery or alteration of cheques, drafts, or other negotiable instruments;
- c) loss by "your" acceptance in good faith of counterfeit Canadian or United States paper currency.

"We" do not cover:

- (a) losses caused by a resident of "your" household;
- (b) losses caused by a person to whom the card has been entrusted;
- (c) losses arising out of "Cash Cards" or "Cryptocurrency";
- (d) losses arising out of "your" "Business" pursuits.

The most "We" will pay under this coverage during the term of this policy is \$5,000.

No deductible applies to this Additional Coverage.

5. **Inflation Protection:**

If there is a loss insured under SECTION I during the term of this policy, "We" will automatically increase the amounts of insurance shown on the "Declaration Page" under SECTION I by amounts which are solely attributable to the inflationary increase:

- since the inception date of this policy, or
- the latest renewal date; or
- from the date of the most recent change to the amounts of insurance shown on the "Declaration Page",

whichever is the latest.

On the renewal date of "your" policy, if required, "We" will automatically increase the amounts of insurance shown on the "Declaration Page" under SECTION I, by amounts which are solely attributable to the inflationary increases since the latest renewal date.

6. **Safety Deposit Box:** "We" will pay up to \$10,000 for loss or damage caused by any insured perils to "your" Personal Property while contained in a financial institution safety deposit box.
7. **Lock Replacement:** "We" will pay up to \$500 for the replacement or rekeying, whichever is less or at "our" option, the locks for "your" principal residence "Dwelling" 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 Additional Coverage.

8. **Refrigerator and Freezer Foods:** "We" insure food and medication while contained in any refrigerator or food freezer unit(s) located within, or on "your" "Premises" for loss up to \$3,000 per occurrence when caused by a power failure or mechanical breakdown of such unit(s). "You" may apply a part of this limit to any reasonable expenses incurred but does not include repair or replacement parts; to reduce or avert the loss.

"We" do not insure loss or damage:

- a) due to accidental or deliberate manual disconnection of the appliance from the electrical power supply on "your" "Premises";
- b) due to inherent vice and/or natural spoilage;
- c) due to "your" failure to take all reasonable steps to prevent further loss or damage to the insured property; or
- d) due to expenses incurred in the acquisition of the food.

No deductible applies to this Additional Coverage.

9. **Fire Department Charges:** "We" will reimburse "You" for up to \$5,000 per occurrence if "You" are legally obligated to pay "your" municipal fire department resulting from charges incurred for attending "your" "Premises" to save or protect insured property from loss or damage, or further loss or damage, due to an insured peril.

No deductible applies to this Additional Coverage.

10. **Reward Benefit:** "We" will pay up to \$1,000 for information which leads directly to the conviction of any person who robs from any person insured under this policy, or steals, vandalizes, burglarizes, or commits arson to any covered property insured by this policy. This reward is not payable to law enforcement or security officers or agencies. The \$1,000 maximum payment under this section applies regardless of the number of persons providing information.

No deductible applies to this Additional Coverage.

11. **Emergency Services Forced Entry:** "We" will pay up to \$5,000 in all for loss or damage caused to the insured "Dwelling" or "Detached Private Structure(s)" when the fire, police or ambulance service has to force entry because of an emergency or perceived emergency involving "You" or "your" family.

No deductible applies to this Additional Coverage.

12. **By-Law Coverage:** In the event of direct damage caused by an insured peril, "We" will pay an additional amount up to \$10,000 for the increased cost of demolition, construction, or repair to comply with any law or by-law regulating the zoning, demolition, repair or construction of buildings and their related services. Coverage is extended to pay for:

- a) loss resulting from the demolition of any undamaged portion of the "Dwelling"; or
- b) the cost of demolishing, and clearing the site of, any undamaged portion of the "Dwelling"; or
- c) any increase in the cost of repairing, replacing, constructing, or reconstructing the "Dwelling" on the same site or on an adjacent site, of like height, floor area and style, and for like occupancy; arising from the enforcement of the minimum requirements of any law, by-law, regulation, or ordinance which:
 - i) regulates zoning or the demolition, repair or construction of damaged buildings or structures; and
 - ii) is in force at the time of such loss or damage.

"We" will not pay:

- a) more than the minimum amount required to comply with an enforceable law, by-law, regulation, or ordinance;
- b) any cost incurred in the acquisition of land; or
- c) the additional costs caused by the enforcement of any law, by-law, regulation, or ordinance which prohibits "You" from rebuilding or repairing on the same site or an adjacent site or prohibits continuance of like occupancy.

13. **Identity Fraud:** "We" will pay up to \$10,000, for the following reasonable costs and expenses incurred by "You" as a result of an "Identity Fraud Occurrence". The limit applies regardless of the number of insured persons involved or affected.

- 1) Reasonable costs or expenses (including mileage, associated parking costs, registered mail, long distance telephone expenses, taxi cab fees or public transit fees) incurred for notarizing affidavits, or communicating

with law enforcement agencies, financial institutions, credit agencies, credit grantors, businesses, or similar credit grantors;

- 2) Fees for the re-application of loans which had been declined as a result of incorrect or erroneous information;
- 3) Earnings lost resulting from necessary time away from "your" employment for the purposes of completing affidavits and meeting with credit agencies, similar credit grantors, law enforcement departments, financial institutions, merchants, and legal counsel, up to \$250 per day, for each "Identity Fraud Occurrence";
- 4) Reasonable costs, fees, or expenses associated with the replacing of Canadian or Provincial Government issued documents as a result of an "Identity Fraud Occurrence";
- 5) Reasonable legal fees incurred directly as a result of an "Identity Fraud Occurrence" with prior notice to "us" for:
 - a) the removal of any criminal or civil judgments wrongly entered against "You";
 - b) to challenge the information in "your" consumer credit report;
 - c) the defence of lawsuits brought against "You" by businesses or their collection agencies.
- 6) Reasonable costs associated with 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.

"You" must promptly notify an applicable law enforcement agency of the "Identity Fraud Occurrence".

"We" do not insure:

- i) "your" fraudulent, dishonest, or criminal acts;
- i) "your" own use of "your" identity;
- ii) "your" commercial or "business" pursuits;
- iii) "your" intentional misuse of "your" identity; or
- iv) fraudulent, dishonest, criminal, or intentional misuse of "your" identity by a resident of "your" household;

Nor do "We" insure the following:

- v) any losses covered under the Credit or Debit Cards and Forgery and Counterfeit Money coverage; or
- vi) any losses covered by credit card insurance, bank insurance or other coverage available to "You". Other insurance will be considered primary and this additional coverage will only apply once other insurance available to "You" has been exhausted.

14. **Vacant Land Condominium Corporation Assessments:** If "You" are a vacant land "Condominium Unit Owner", and the "Dwelling" and "Detached Private Structure(s)" on "your" "Premises" are included within the boundaries of "your" condominium unit (defined as an area of land forming part of the property owned by the "Condominium Corporation"), "We" will pay up to a limit of \$10,000 for "your" share of a special assessment if:
 - the assessment is valid under the "Condominium Corporation's" governing rules; and
 - the assessment is made necessary by a direct loss to the collectively owned condominium property caused by an insured peril in this policy.

"We" will pay up to \$1,000 for that part of an assessment made necessary by a deductible in the insurance policy of the "Condominium Corporation" and in accordance with clause 105 of the Condominium Act, 1998 Ontario.

15. **Grave Markers and Mausoleums:** "We" agree to apply up to \$7,000 in all for sudden and accidental loss of or damage caused by a "Specified Peril(s)" to the grave markers or mausoleums of "your" deceased "Spouse(s)", child, parent, or grandparent; or owned by "You" in Canada.
16. **LIMITED EXTENSION OF TERMINATION or EXPIRY DATE – DECLARED EMERGENCY SITUATION:** The effective date of the termination or expiry date of this policy is extended, subject to the conditions and definitions set out below, when an "emergency" is declared by a Canadian public authority designated by statute for the purpose of issuing such an order.
 - 1) The "emergency" must have a direct effect or impact on:
 - a) the insured, the insured site or insured property located in the declared emergency area; or
 - b) the operations of the insurer or its agent or broker located in the declared emergency area.
 - 2) Any time limitation described in the Termination condition of this policy, with respect to termination of this policy by the Insurer, will not continue to run until the "emergency" is terminated plus the lesser of:
 - a) 30 days; or
 - b) the number of days equal to the total time the "emergency" order was in effect.
 - 3) If the policy is due to expire during an "emergency", it will continue in force until the "emergency" is terminated plus the lesser of:
 - a) 30 days; or

- b) the number of days equal to the total time the "emergency" order was in effect.
- 4) In no event shall the total term of this extension exceed 120 consecutive days;
- 5) The Insured agrees to pay the pro-rata premium earned for the additional time the Insurer remains on risk as a result of the above;
- 6) This coverage extension does not extend the indemnity period for any business interruption claim already in progress with the insurer;
- 7) This coverage extension does not extend the indemnity period for any business interruption claim arising from an insured loss that occurs during the time in which this endorsement has effect;
- 8) This coverage extension does not reinstate coverage for which the cancellation period has already expired; and
- 9) This coverage extension does not allow additional time for claims reporting provisions.

With respect to this Additional Coverage, "Emergency" means the first statutory declaration of an emergency:

- 1) With respect to a situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident, or an act whether intentional or otherwise; or
 - 2) Provided for by the relevant governing legislation if different from 1. above.
- but does not include any subsequent statutory declaration(s) that may be issued relating to the same event.

- 17. **Permission to Remove Property:** If "You" must remove insured property from "your" "Premises" to protect it from loss or damage by an insured peril, it is insured by this policy for 90 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.

INSURED PERILS - SECTION I

COVERAGES A, B, C and D

"We" insure "your" property described in Coverages A, B, C and D against direct physical loss or damage, subject to the exclusions, limitations, and conditions of this form.

LOSS OR DAMAGE NOT INSURED – SECTION I

Property Excluded:

"We" do not insure loss or damage to:

- 1. "your" insured property when "your" "Dwelling" has to "your" knowledge, been "Vacant" for more than 30 consecutive days;
- 2. "Dwellings", buildings, or structures used in whole or in part or designed for "Farming", commercial or "Business" purposes unless declared on the "Declaration Page";
- 3. "Dwellings" or "Detached Private Structure(s)" while being moved or transported;
- 4. any property illegally acquired, used, kept, stored, transported, or property subject to forfeiture;
- 5. any property lawfully seized, forfeited, or confiscated unless such property is destroyed to prevent the spread of fire;
- 6. property resulting from a change in ownership of property that is agreed to, even if that change was brought about by trickery or fraud;
- 7. lawns, outdoor trees, shrubs, or plants except as provided under ADDITIONAL COVERAGES – SECTION I of this policy;
- 8. 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;
- 9. domestic pets, unless the loss or damage is caused by a "Specified Peril(s)" other than; by impact by aircraft or land vehicle, and other means of transportation, as defined in "Specified Peril(s)";
- 10. sporting equipment where the loss or damage is due to its use;
- 11. property at any fairground, exhibition, or exposition for the purpose of exhibition or sale;
- 12. retaining walls not constituting part of any insured building, unless loss or damage is caused by fire, lightning, impact by land vehicle or aircraft, or vandalism or malicious acts;
- 13. buildings and/or structures, and their contents, including any Personal Property, used in whole or in part for the illegal cultivation, harvesting, processing, manufacture, distribution or sale of cannabis or any product derived from, or containing, cannabis or any other substance falling within the Schedules of the Controlled Drugs and Substances Act, whether or not the insured is aware of such use of the property;
- 14. livestock; or
- 15. a) "Data"; or
 - b) loss or damage resulting from, contributed to, or caused directly or indirectly by "Data Problem".

However, if loss or damage caused by "Data Problem" results in the occurrence of further loss or damage to property insured that is directly caused by "Specified Peril(s)" as defined in this policy, this exclusion (b) shall not apply to such resulting loss or damage.

Perils Excluded:

"We" do not insure loss or damage resulting from, contributed to, or caused directly or indirectly:

16. or occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
17. by 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;
18. by contamination by radioactive material;
19. by or resulting from contamination or pollution or the release, discharge, or dispersal of contaminants or "Pollutant(s)", except damage to the "Dwelling" or Personal Property, caused by the sudden and accidental escape of fuel from a permanently installed "Domestic Fuel Tank" (including any attached equipment, apparatus or piping) that is part of a heating unit for the insured "Dwelling" or "Detached Private Structure(s)" or as provided under ADDITIONAL COVEAGES -SECTION I;
20. by wear, tear, gradual deterioration, latent defect or mechanical breakdown, rust, corrosion, extremes of temperature, wet or dry rot, "Fungi" or "Spore(s)", or contamination;
21. by scratching, marring, chipping or abrasion of any property or breakage of any fragile or brittle articles unless caused by a "Specified Peril(s)", impact by watercraft, or theft or attempted theft;
22. by birds, moths, vermin (such as skunks and raccoons), rodents (such as squirrels and rats), insects, bats, or domestic pets, except loss or damage to building glass;
23. by an intentional or criminal act or failure to act by:
 - a) "You" or any person insured by this policy; or
 - b) any other person at the direction of any person insured by this policy; or
 - c) "your" employees or anyone to whom the damaged or lost property was entrusted.
- 1) This exclusion applies only to the claim of a person:
 - i) whose act or omission caused the insured loss or damage;
 - ii) who abetted or colluded in the act or omission;
 - iii) who consented to the act or omission and knew or ought to have known that the act or omission would cause the insured loss or damage; or
 - iv) who is in a class prescribed by regulation.
- 2) An insured person to whom this exclusion does not apply:
 - i) must co-operate with "us" in respect of the investigation of the loss or damage, including without limitation;
 - by submitting to an examination under oath, if requested by "us";
 - by producing for examination at a reasonable time and place designated by "us", documents specified by "us" that relate to the loss or damage; and
 - by permitting extracts and copies of such documents to be made, all at a reasonable time and place designated by "us".
 - ii) cannot recover more than their proportionate interest in the lost or damaged property.
24. by the cost involved to correct faulty or improper material, workmanship, or design;
25. by impact of waterborne objects, including ice, whether driven by wind or not;
26. by settling, expansion, contraction, moving, bulging, buckling, or cracking except resulting damage to building glass;
27. by smoke from agricultural smudging or industrial operations;
28. by buildup of smoke. Smoke damage must be sudden and accidental;
29. by any earth movement whether natural or man-made occurring concurrently with and directly resulting from, but not limited to, earthquake, landslide, snowslide, or iceslide. If any of these results in fire or explosion, "We" will pay only for the resulting loss or damage;
30. by collapse of:
 - a) outside property such as awnings, fences, fibreglass or plastic roof coverings, or trellises unless resulting from structural collapse of foundations, walls, floors, or roof of a building;
 - b) patios, driveways, walks or retaining walls, outdoor radio and/or television antennae, towers, satellite receivers and their attachments;
 - c) the "Dwelling" while it is "Under Construction" or "Vacant", even if "We" have given permission for the policy to remain in force during construction or vacancy.

31. by "Water" unless the loss or damage directly resulted from:
- a) the sudden and accidental escape of "Water" from within a "Water main";
 - b) the sudden and accidental escape of "Water" or steam from within a heating, sprinkler, air conditioning or plumbing system, or a "Domestic Water Container" which is located inside "your" "Dwelling";
 - c) the sudden and accidental escape of "Water" from outdoor plumbing systems, or "Domestic Water Container", which is located outside "your" "Dwelling", and on "your" "Premises";
 - d) "Water" which enters through an opening which has been created suddenly and accidentally by a peril not otherwise excluded;
 - e) "Water" from the accumulation of ice or snow on the roof, downspout or eavestrough, which enters the "Dwelling" through the roof as a result of "Ice Damming".
- But "We" do not cover loss or damage:
- i) caused by continuous or repeated "Seepage" or "Leakage" of "Water";
 - ii) caused by "Flood", this exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but "You" are still insured for ensuing loss or damage which results directly from fire or explosion;
 - iii) caused by backing up or escape of "Water" from a sewer or drain, sump or septic tank;
 - iv) caused by "Ground Water" or rising of the water table;
 - v) caused by "Surface waters", unless the "Water" escapes from a "Water main" or "Domestic Water Container" located outside "your" "Dwelling";
 - vi) to "Water mains", heating, sprinkler, air conditioning or plumbing system, or a "Domestic Water Container" from which the "Water" escaped;
 - vii) to outdoor plumbing systems, "Domestic Water Containers" and attached equipment located outside "your" "Dwelling", and on "your" "Premises" caused by freezing, "Water", or rupture;
 - viii) occurring while the "Dwelling" is "Under Construction" or "Vacant", even if permission for construction or vacancy has been given by "us";
 - ix) caused by freezing of any part of a heating, sprinkler, air conditioning or plumbing system or "Domestic Water Container" unless it happens within a "Dwelling" 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" "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;
 - x) caused by freezing in an unheated portion of the "Dwelling".
32. by change of temperature unless the loss or damage:
- a) is to personal property kept in "your" "Dwelling"; and
 - b) is the result of physical damage to "your" "Dwelling" or equipment caused by a peril not otherwise excluded;
33. by vandalism or malicious acts or theft or glass breakage occurring while "your" "Dwelling" is "Under Construction" or "Vacant" even if permission for construction or vacancy has been given by "us";
34. by or due to vandalism or malicious acts caused by "You" or any members of "your" household, or "your" employees, or by any tenant, roomer or boarder, employee or member of the tenant's household or their guest;
35. by theft or attempted theft by any roomer or boarder, tenant, employee, or members of a tenant's household or their guest;
36. in whole or in part by "Terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "Terrorism" regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but "You" are still insured for ensuing loss or damage which results directly from fire or explosion;
37. by "Cyber Incident"; or
38. the transmission of any "Communicable Disease" by any person insured by this policy.
- 1) For the purpose of this exclusion, this policy does not insure any loss, damage, claim, fine, penalty, judgment, cost, expense, or other amount, directly or indirectly arising out of, caused by, resulting from, in consequence of, in connection with, contributed to by, attributable to, or in any way involving (regardless of any other cause or event contributing concurrently or in any other sequence thereto):
 - a) a "Communicable Disease";
 - b) the fear or threat (whether actual or perceived) of a "Communicable Disease"; or
 - c) any action taken in controlling, preventing, suppressing or in any way relating to any incidence, outbreak, epidemic or pandemic or threat of incidence, outbreak, epidemic or pandemic of a "Communicable Disease".
 - 2) For the purposes of this exclusion, loss, damage, claim, fine, penalty, judgment, cost, expense, or other amount includes, but is not limited to, loss of revenue or income and/or "Replacement Costs" of, deterioration of, depreciation of, loss of value or marketability of, or loss of use of any property, as well as any cost to clean, sanitize, remediate, detoxify, remove, monitor, or test with respect to:
 - a) for a "Communicable Disease", or

- b) any property that is affected or may be affected by such "Communicable Disease".

BASIS OF CLAIM PAYMENT – SECTION I

"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.

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

Insurance cannot be a source of profit.

Deductible: In any one occurrence, "We" are responsible only for the amount by which the insured loss or damage exceeds the amount of the deductible shown on the "Declaration Page".

If one occurrence could lead to the application of more than one deductible, only the largest deductible will apply.

If "your" claim involves Personal Property on which the Special Limits Applicable to Some Personal Property apply, the limitations apply to losses exceeding the deductible amount.

Dwelling Building and Detached Private Structure(s): If "You" repair or replace the damaged or destroyed building on the same location with materials of similar quality within a reasonable amount of 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.

Personal Property (On Premises or Off Premises): "We" agree to pay any loss insured for Personal Property on the basis of "Replacement Cost" provided that:

- a) the property, at the time of loss, was maintained and in good working condition, useable for its original purpose and is not obsolete;
- b) "You" have repaired or replaced the property promptly;
- c) "Electronic Media" is reproduced from duplicates or from originals of the previous generation of the media ("We" will not pay the cost of gathering or assembling information or "Data" for reproduction);
- d) records, including books of account, drawings, or card index systems are transcribed or copied from duplicates;

Otherwise, the basis of claim payment will be the "Actual Cash Value" of the damage on the date of the occurrence.

"Actual Cash Value" will consider the cost to repair or replace the lost or damaged property, whichever is less, with new materials of similar kind, quality, and usefulness, but with proper deduction for depreciation.

In determining the proper deduction for depreciation, "We" will consider:

- the condition of the property immediately before the loss or damage;
- the use of the property and its obsolescence;
- its resale value; and
- its normal life expectancy.

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

Loss of or damage to items and articles that, by their inherent nature, cannot be replaced with a comparable article; or for which their age or history substantially contributes to their value, such as:

- fine arts, antiques, paintings;
- memorabilia, souvenirs, and collector's items;
- property that has not been maintained in good or workable condition; or
- property that is no longer used for its original purpose;

will not be settled on a "Replacement Cost" basis.

If the 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.

Insurance Under More Than One Policy:

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

In all other cases, "our" policy will pay its ratable proportion of an insured loss.

PP-1703-0124

**RESIDENTIAL CONDOMINIUM UNIT OWNERS COMPREHENSIVE PACKAGE POLICY
FORM RIDER PP-1705-0124**

SECTION I- PROPERTY COVERAGE

COVERAGES

The amounts of insurance are shown on the "Declaration Page" for the coverages "You" have purchased.

These amounts include the cost of removal of debris of the property insured by this policy as a result of an insured peril.

When the damage to the property plus the cost of cleaning and removal of debris exceed the limit of insurance for the damaged property, an additional 5% of the limit of insurance of COVERAGE A, B or C, whichever is applicable, will be available to cover debris removal expenses for the damaged property.

COVERAGE C - PERSONAL PROPERTY

The description of Personal Property is as follows:

1. **ON PREMISES:** "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 "your" "Dwelling". If "You" wish, "We" will include uninsured personal property of others, while it is on "your" "Premises", but "We" do not insure property of tenants, roomers, or boarders who are not related to "You".
2. **OFF PREMISES:** "We" insure "your" personal property while it is temporarily away from "your" "Premises", anywhere in the world.

This includes:

- Personal property newly acquired by "You" and in "your" possession when there has not been an opportunity to take such property to "your" "Premises".
- Personal property normally kept at any other location "You" own, rent or occupy is not insured.
- Personal property stored in a warehouse is only insured for 30 days unless the loss or damage is caused by theft. To extend coverage for this property in storage for a further period "We" must be notified in writing and endorse "your" policy as required.
- If "You" wish, "We" will include uninsured personal property belonging to others while it is in "your" possession or belonging to a "Residence Employee" travelling for "You" to a maximum of \$3,000.
- Personal property of students residing away from home is insured up to a limit of \$10,000 for each student.
- Personal property of a parent or family member who is dependent on "You" for support and maintenance, while residing in a nursing home or health-care facility, is insured up to a limit of \$7,000 each.
- Personal property belonging to others which is in "your" possession while "You" are acting as a "Volunteer" is limited to \$1,000.
- Personal property that "You" are moving to a new principal residence within Ontario is insured while in transit and while at "your" new principal residence for up to 30 consecutive days beginning the day "You" start "your" move. The amount of insurance will be divided in the proportion that the value of the property at each premise and in transit bears to the value of all "your" personal property, at the time of loss.

Property Not Included As Personal Property

"We" do not insure loss or damage to motorized vehicles, trailers, aircraft, unmanned air vehicles, drones, or their equipment, except:

- motorized wheelchairs and scooters having more than two wheels and specifically designed for the carriage of a person with a physical disability and are not subject to motor vehicle registration;
- watercraft (subject to Special Limits Applicable to Some Personal Property section of "your" policy);
- self-propelled lawn mowers, lawn and garden tractors up to 22 kW (30 HP), other gardening equipment or snow blowers;
- golf carts that are not subject to motor vehicle registration;

- electric power assisted cycles, with a maximum speed of 32km/h and are not subject to motor vehicle registration (subject to Special Limits Applicable to Some Personal Property section of "your" policy); and
- electric powered children's toys, maximum 10km/h and are not subject to vehicle registration (subject to Special Limits Applicable to Some Personal Property section of "your" policy).

Equipment includes audio, visual, recording, or transmitting equipment powered by the electrical system of a motor vehicle, aircraft, unmanned air vehicle, or drone.

"We" do not insure loss or damage to "your" Personal Property, while it is being rented or leased to others by "You" for a payment.

Special Limits Applicable to Some Personal Property:

The following Special Limits of Insurance apply to some Personal Property insured. The stated special limits are the maximum amounts that "We" will pay for insured loss or damage per occurrence; subject to the terms and conditions set out.

"We" insure:

1. jewellery, watches, gems, fur garments and garments trimmed with fur up to \$6,000 in all;
2. numismatic property (such as coin collections and bank note collections) up to \$1,000 in all;
3. collectibles, meaning specifically, sports cards, sports memorabilia, and comic book collections, up to \$2,500 in all;
4. stamps and philatelic property (such as stamp collections) up to \$2,000 in all; and
5. silverware, silver-plated ware, goldware, gold-plated ware, and pewterware up to \$10,000 in all.

The above limits do not apply to any loss or damage caused by the "Specified Perils" as defined.

"We" also insure:

6. books, tools, and instruments pertaining to a "Business", profession or occupation for an amount up to \$10,000 in all, but only while on "your" "Premises". Other "Business" property, including samples and goods held for sale, is not insured;
7. securities, books of account, deeds, evidences of debt or title, letters of credit, notes other than bank notes, manuscripts, passports, tickets and documents or other evidence to establish ownership or the right to claim a benefit for an amount up to \$6,000 in all;
8. legal tender money, bullion, or "Cash Cards" up to \$1,000 in all;
9. self-propelled lawn mowers, lawn and garden tractors, other gardening equipment, snow blowers and golf carts, including attachments and accessories up to \$15,000 in all;
10. watercraft, their furnishings, equipment, accessories, and motors up to \$3,000 in all. These are insured only for "Specified Peril(s)" and theft or attempted theft. Loss or damage from windstorm or hail is insured only if they were inside a fully enclosed building. Canoes, pedalos, and rowboats are also insured while in the open;
11. "Computer Software", including "Digital Assets" up to \$5,000 in all, including the cost of gathering or assembling information;
12. antiques only for their depreciated value (antique value is not covered unless specifically scheduled);
13. parts for motorized vehicles that are not yet installed up to \$3,000 in all;
14. bicycles, tricycles, or unicycles; including those which are electric power assisted, that are not subject to motor vehicle registration, and their related equipment and accessories up to \$3,000 in all;
15. utility trailers up to \$1,000 in all;
16. wine or alcoholic beverage collections up to \$2,000 in all. "We" do not cover loss or damage caused by breakage or spoilage; and
17. "Your" legally owned cannabis seeds, plants, and cannabis in all consumable forms, whether for medicinal or recreational use; it's related equipment and paraphernalia, is insured up to \$500 in all, but only while on "your" "Premises". However, the following conditions apply:
 - a) failure to comply, at any time, with any provincial or federal law relating to cannabis, will negate coverage under this Special Limit; and
 - b) "Actual Cash Value" will be the basis of claim payment for this Personal Property.

IMPROVEMENTS AND BETTERMENTS

"We" also insure improvements and betterments at the "Dwelling" made by "You" or acquired at "your" expense including:

- fittings and fixtures;
- any building, structure, swimming pool, hot tub, or sauna and their attached equipment on the "Premises";
- materials and supplies on the "Premises" for use in such improvements and betterments; and

- any upgrades to the standard unit as described in the bylaws of the "Condominium Corporation" under clause 56 (1) (h) of the Condominium Act, 1998 Ontario or as described in the schedule mentioned in clause 43 (5) (h) of the Condominium Act 1998 Ontario.

LOSS ASSESSMENT CHARGES

"We" will pay for "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 a direct loss to the collectively owned condominium property caused by an insured peril in this policy.

"We" will pay up to \$10,000 (or the amount shown on the "Declaration Page") for that part of an assessment made necessary by a deductible in the insurance policy of the "Condominium Corporation" and in accordance with clause 105 of the Condominium Act, 1998 Ontario.

ADDITIONAL PROTECTION FOR BUILDING

"We" insure items of real property that pertain exclusively to "your" "Dwelling" as a "Condominium Unit Owner" and that are not part of or apply to the standard unit as described in the bylaws of the "Condominium Corporation" under clause 56 (1) (h) of the Condominium Act, 1998 Ontario or as described in the schedule mentioned in clause 43 (5) (h) of the Condominium Act 1998 Ontario.

"We" insure the physical structure of "your" "Dwelling" as a "Condominium Unit Owner" (excluding Improvements and Betterments made or acquired by "You"), if the "Condominium Corporation" has no insurance, its insurance is inadequate, or it is not effective, but is made necessary by a direct loss to the property caused by an insured peril in this policy.

"We" will pay up to \$1,000, (or the amount shown on the "Declaration Page"), for any loss or portion of a loss that results from a deductible in the insurance policy of the "Condominium Corporation" and in accordance with clause 105 of the Condominium Act, 1998 Ontario.

COVERAGE D - ADDITIONAL LIVING EXPENSES

The amount of insurance for Additional Living Expenses is the total amount for any one or a combination of the following coverages. The periods of time stated below are not limited by the expiration of the policy. "We" do not insure the cancellation of a lease or agreement.

1. **Additional Living Expense:** If damage to "your" "Dwelling" by an insured peril makes it 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 damage to "your" "Dwelling" or "Detached Private Structure(s)" by an insured peril makes that part of the "Dwelling", or "Detached Private Structure(s)" 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 Structure(s)" 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(s)" rented or held for rental is unfit for occupancy.
3. **Civil Authority Prohibits Access:** If, as the direct result of damage to neighbouring "Premises" by an insured peril, a "Civil Authority" prohibits access to "your" "Dwelling", "We" insure any resulting Additional Living Expense and Fair Rental Value for a period not exceeding 30 days.
4. **Emergency Evacuation:** "We" will pay any necessary and reasonable increase in living expense incurred by "You" while access to "your" "Dwelling" is prohibited by order of "Civil Authority", but only when such order is given for evacuation as a direct result of a sudden and accidental emergency 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, or \$3,000, whichever is the lesser.

"You" are not insured for any claim arising from evacuation resulting from, in whole or in part by:

- a) "Flood", this exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but "You" are still insured for ensuing loss or damage which results directly from fire or explosion;
- b) earthquake;
- c) occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
- d) 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;
- e) contamination by radioactive material;
- f) "Terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "Terrorism" regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but "You" are still insured for ensuing loss or damage which results directly from fire or explosion; or
- g) caused by or arising out of any "Communicable Disease".

ADDITIONAL COVERAGES – SECTION I:

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

1. **Lawns, Outdoor Trees, Shrubs, and Plants:** "You" may apply up to 5% of the amount of insurance on "your" Personal Property to lawns, trees, shrubs, and plants owned by "You" on "your" "Premises". "We" will not pay more than \$2,500 for any one lawn, 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, or malicious acts, as described under Insured Perils.

"We" do not insure cannabis plants; or any items grown for commercial purposes.

2. **Tear out:** If any walls, ceilings, or other parts of the insured "Dwelling" or "Detached Private Structure(s)", including improvements or betterments made by "You" or acquired by "You", must be torn apart before "Water" damage covered by this form can be repaired, "We" will pay the cost of such work and its restoration. The cost of tearing out and replacing property to repair damage related to public "Water mains", sewers or outdoor swimming pools and outdoor plumbing systems is not insured.
3. **Pollution Damage - Insured Premises:** If a sudden and unintentional event occurs during the policy term resulting in pollution or contamination of property of the insured "Premises", which is required to be reported to any provincial authority, "We" will pay up to \$5,000, in any one policy year, subject to the policy deductible, for costs to remove and restore property of the insured "Premises".
4. **Credit or Debit Cards and Forgery and Counterfeit Money:**
 "We" will pay for:
 - a) "your" legal obligation under the applicable provincial or Canadian law to pay because of the theft or unauthorized use of credit or debit cards, or automated teller cards issued to "You" or registered in "your" name provided "You" have complied with all of the conditions under which the card was issued;
 - b) loss to "You" caused by forgery or alteration of cheques, drafts, or other negotiable instruments;
 - c) loss by "your" acceptance in good faith of counterfeit Canadian or United States paper currency.

"We" do not cover:

- (a) losses caused by a resident of "your" household;
- (b) losses caused by a person to whom the card has been entrusted;
- (c) losses arising out of "Cash Cards" or "Cryptocurrency";
- (d) losses arising out of "your" "Business" pursuits.

The most "We" will pay under this coverage during the term of this policy is \$5,000.

No deductible applies to this Additional Coverage.

5. **Inflation Protection:**

If there is a loss insured under SECTION I during the term of this policy, "We" will automatically increase the amounts of insurance shown on the "Declaration Page" under SECTION I by amounts which are solely attributable to the inflationary increase:

- since the inception date of this policy, or
- the latest renewal date; or
- from the date of the most recent change to the amounts of insurance shown on the "Declaration Page",

whichever is the latest.

On the renewal date of "your" policy, if required, "We" will automatically increase the amounts of insurance shown on the "Declaration Page" under SECTION I, by amounts which are solely attributable to the inflationary increases since the latest renewal date.

6. **Safety Deposit Box:** "We" will pay up to \$10,000 for loss or damage caused by any insured perils to "your" Personal Property while contained in a financial institution safety deposit box.
7. **Lock Replacement:** "We" will pay up to \$500 for the replacement or rekeying, whichever is less or at "our" option, the locks for "your" principal residence "Dwelling" 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 Additional Coverage.

8. **Refrigerator and Freezer Foods:** "We" insure food and medication while contained in any refrigerator or food freezer unit(s) located within, or on "your" "Premises" for loss up to \$3,000 per occurrence when caused by a power failure or mechanical breakdown of such unit(s). "You" may apply a part of this limit to any reasonable expenses incurred but does not include repair or replacement parts; to reduce or avert the loss.
"We" do not insure loss or damage:
 - a) due to accidental or deliberate manual disconnection of the appliance from the electrical power supply on "your" "Premises";
 - b) due to inherent vice and/or natural spoilage;
 - c) due to "your" failure to take all reasonable steps to prevent further loss or damage to the insured property; or
 - d) due to expenses incurred in the acquisition of the food.

No deductible applies to this Additional Coverage.

9. **Fire Department Charges:** "We" will reimburse "You" for up to \$5,000 per occurrence if "You" are legally obligated to pay "your" municipal fire department resulting from charges incurred for attending "your" "Premises" to save or protect insured property from loss or damage, or further loss or damage, due to an insured peril.

No deductible applies to this Additional Coverage.

10. **Reward Benefit:** "We" will pay up to \$1,000 for information which leads directly to the conviction of any person who robs from any person insured under this policy, or steals, vandalizes, burglarizes, or commits arson to any covered property insured by this policy. This reward is not payable to law enforcement or security officers or agencies. The \$1,000 maximum payment under this section applies regardless of the number of persons providing information.

No deductible applies to this Additional Coverage.

11. **Emergency Services Forced Entry:** "We" will pay up to \$5,000 in all for loss or damage caused to the insured "Dwelling" or "Detached Private Structure(s)" when the fire, police or ambulance service has to force entry because of an emergency or perceived emergency involving "You" or "your" family.

No deductible applies to this Additional Coverage.

12. **By-Law Coverage:** In the event of direct damage caused by an insured peril, "We" will pay an additional amount up to \$10,000 for the increased cost of demolition, construction, or repair to comply with any law or by-law regulating the zoning, demolition, repair or construction of buildings and their related services. Coverage is extended to pay for:

- a) loss resulting from the demolition of any undamaged portion of the "Dwelling"; or

- b) the cost of demolishing, and clearing the site of, any undamaged portion of the "Dwelling"; or
- c) any increase in the cost of repairing, replacing, constructing, or reconstructing the "Dwelling" on the same site or on an adjacent site, of like height, floor area and style, and for like occupancy; arising from the enforcement of the minimum requirements of any law, by-law, regulation, or ordinance which:
 - i) regulates zoning or the demolition, repair or construction of damaged buildings or structures; and
 - ii) is in force at the time of such loss or damage.

"We" will not pay:

- a) more than the minimum amount required to comply with an enforceable law, by-law, regulation, or ordinance;
- b) any cost incurred in the acquisition of land; or
- c) the additional costs caused by the enforcement of any law, by-law, regulation, or ordinance which prohibits "You" from rebuilding or repairing on the same site or an adjacent site or prohibits continuance of like occupancy.

13. **"Identity Fraud":** "We" will pay up to \$10,000, for the following reasonable costs and expenses incurred by "You" as a result of an "Identity Fraud Occurrence". The limit applies regardless of the number of insured persons involved or affected.

- 1) Reasonable costs or expenses (including mileage, associated parking costs, registered mail, long distance telephone expenses, taxi cab fees or public transit fees) incurred for notarizing affidavits, or communicating with law enforcement agencies, financial institutions, credit agencies, credit grantors, businesses, or similar credit grantors;
- 2) Fees for the re-application of loans which had been declined as a result of incorrect or erroneous information;
- 3) Earnings lost resulting from necessary time away from "your" employment for the purposes of completing affidavits and meeting with credit agencies, similar credit grantors, law enforcement departments, financial institutions, merchants, and legal counsel, up to \$250 per day, for each "Identity Fraud Occurrence";
- 4) Reasonable costs, fees, or expenses associated with the replacing of Canadian or Provincial Government issued documents as a result of an "Identity Fraud Occurrence";
- 5) Reasonable legal fees incurred directly as a result of an "Identity Fraud Occurrence" with prior notice to "us" for:
 - a) the removal of any criminal or civil judgments wrongly entered against "You";
 - b) to challenge the information in "your" consumer credit report;
 - c) the defence of lawsuits brought against "You" by businesses or their collection agencies.
- 6) Reasonable costs associated with 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.

"You" must promptly notify an applicable law enforcement agency of the "Identity Fraud Occurrence".

"We" do not insure:

- i) "your" fraudulent, dishonest, or criminal acts;
- i) "your" own use of "your" identity;
- ii) "your" commercial or "business" pursuits;
- iii) "your" intentional misuse of "your" identity; or
- iv) fraudulent, dishonest, criminal, or intentional misuse of "your" identity by a resident of "your" household;

Nor do "We" insure the following:

- v) any losses covered under the Credit or Debit Cards and Forgery and Counterfeit Money coverage; or
- vi) any losses covered by credit card insurance, bank insurance or other coverage available to "You". Other insurance will be considered primary and this additional coverage will only apply once other insurance available to "You" has been exhausted.

14. **Grave Markers and Mausoleums:** "We" agree to apply up to \$7,000 in all for sudden and accidental loss of or damage caused by a "Specified Peril(s)" to the grave markers or mausoleums of "your" deceased "Spouse(s)", child, parent, or grandparent; or owned by "You" in Canada.

15. **LIMITED EXTENSION OF TERMINATION or EXPIRY DATE – DECLARED EMERGENCY SITUATION:** The effective date of the termination or expiry date of this policy is extended, subject to the conditions and definitions set out below, when an "emergency" is declared by a Canadian public authority designated by statute for the purpose of issuing such an order.

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

- a) the insured, the insured site or insured property located in the declared emergency area; or
- b) the operations of the insurer or its agent or broker located in the declared emergency area.
- 2) Any time limitation described in the Termination condition of this policy, with respect to termination of this policy by the Insurer, will not continue to run until the "emergency" is terminated plus the lesser of:
 - a) 30 days; or
 - b) the number of days equal to the total time the "emergency" order was in effect.
- 3) If the policy is due to expire during an "emergency", it will continue in force until the "emergency" is terminated plus the lesser of:
 - a) 30 days; or
 - b) the number of days equal to the total time the "emergency" order was in effect.
- 4) In no event shall the total term of this extension exceed 120 consecutive days;
- 5) The Insured agrees to pay the pro-rata premium earned for the additional time the Insurer remains on risk as a result of the above;
- 6) This coverage extension does not extend the indemnity period for any business interruption claim already in progress with the insurer;
- 7) This coverage extension does not extend the indemnity period for any business interruption claim arising from an insured loss that occurs during the time in which this endorsement has effect;
- 8) This coverage extension does not reinstate coverage for which the cancellation period has already expired; and
- 9) This coverage extension does not allow additional time for claims reporting provisions.

With respect to this Additional Coverage, "Emergency" means the first statutory declaration of an emergency:

- 1) With respect to a situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident, or an act whether intentional or otherwise; or
 - 2) Provided for by the relevant governing legislation if different from 1. above.
- but does not include any subsequent statutory declaration(s) that may be issued relating to the same event.

16. **Permission to Remove Property:** If "You" must remove insured property from "your" "Premises" to protect it from loss or damage by an insured peril, it is insured by this policy for 90 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.

INSURED PERILS - SECTION I

COVERAGES C and D

"We" insure "your" personal property, Improvements and Betterments, Additional Protection for Building and Loss Assessment Charges against direct physical loss or damage, subject to the exclusions, limitations, and conditions of this form.

LOSS OR DAMAGE NOT INSURED – SECTION I

Property Excluded:

"We" do not insure loss or damage to:

- 1. "your" insured property when "your" "Dwelling" has to "your" knowledge, been "Vacant" for more than 30 consecutive days;
- 2. "Dwellings", buildings, or structures used in whole or in part or designed for "Farming", commercial or "Business" purposes unless declared on the "Declaration Page";
- 3. "Dwellings" or "Detached Private Structure(s)" while being moved or transported;
- 4. any property illegally acquired, used, kept, stored, transported, or property subject to forfeiture;
- 5. any property lawfully seized, forfeited, or confiscated unless such property is destroyed to prevent the spread of fire;
- 6. property resulting from a change in ownership of property that is agreed to, even if that change was brought about by trickery or fraud;
- 7. lawns, outdoor trees, shrubs, or plants except as provided under ADDITIONAL COVERAGES – SECTION I of this policy;
- 8. 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;
- 9. domestic pets, unless the loss or damage is caused by a "Specified Peril(s)" other than; by impact by aircraft or land vehicle, and other means of transportation, as defined in "Specified Peril(s)";
- 10. sporting equipment where the loss or damage is due to its use;
- 11. property at any fairground, exhibition, or exposition for the purpose of exhibition or sale;

12. retaining walls not constituting part of any insured building, unless loss or damage is caused by fire, lightning, impact by land vehicle or aircraft, or vandalism or malicious acts;
13. buildings and/or structures, and their contents, including any Personal Property, used in whole or in part for the illegal cultivation, harvesting, processing, manufacture, distribution or sale of cannabis or any product derived from, or containing, cannabis or any other substance falling within the Schedules of the Controlled Drugs and Substances Act, whether or not the insured is aware of such use of the property;
14. livestock; or
15. a) "Data"; or
b) loss or damage resulting from, contributed to, or caused directly or indirectly by "Data Problem".
However, if loss or damage caused by "Data Problem" results in the occurrence of further loss or damage to property insured that is directly caused by "Specified Peril(s)" as defined in this policy, this exclusion (b) shall not apply to such resulting loss or damage.

Perils Excluded:

"We" do not insure loss or damage resulting from, contributed to, or caused directly or indirectly:

16. or occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
17. by 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;
18. by contamination by radioactive material;
19. by or resulting from contamination or pollution or the release, discharge, or dispersal of contaminants or "Pollutant(s)", except damage to the "Dwelling", Personal Property, and if applicable, Improvements and Betterments, caused by the sudden and accidental escape of fuel from a permanently installed "Domestic Fuel Tank" (including any attached equipment, apparatus or piping) that is part of a heating unit for the insured "Dwelling" or "Detached Private Structure(s)" or as provided under ADDITIONAL COVEAGES -SECTION I;
20. by wear, tear, gradual deterioration, latent defect or mechanical breakdown, rust, corrosion, extremes of temperature, wet or dry rot, "Fungi" or "Spore(s)", or contamination;
21. by scratching, marring, chipping or abrasion of any property or breakage of any fragile or brittle articles unless caused by a "Specified Peril(s)", impact by watercraft, or theft or attempted theft;
22. by birds, moths, vermin (such as skunks and raccoons), rodents (such as squirrels and rats), insects, bats, or domestic pets, except loss or damage to building glass;
23. by an intentional or criminal act or failure to act by:
 - a) "You" or any person insured by this policy; or
 - b) any other person at the direction of any person insured by this policy; or
 - c) "your" employees or anyone to whom the damaged or lost property was entrusted.
 - 1) This exclusion applies only to the claim of a person:
 - i) whose act or omission caused the insured loss or damage;
 - ii) who abetted or colluded in the act or omission;
 - iii) who consented to the act or omission and knew or ought to have known that the act or omission would cause the insured loss or damage; or
 - iv) who is in a class prescribed by regulation.
 - 2) An insured person to whom this exclusion does not apply:
 - i) must co-operate with "us" in respect of the investigation of the loss or damage, including without limitation;
 - by submitting to an examination under oath, if requested by "us";
 - by producing for examination at a reasonable time and place designated by "us", documents specified by "us" that relate to the loss or damage; and
 - by permitting extracts and copies of such documents to be made, all at a reasonable time and place designated by "us".
 - ii) cannot recover more than their proportionate interest in the lost or damaged property.
24. by the cost involved to correct faulty or improper material, workmanship, or design;
25. by impact of waterborne objects, including ice, whether driven by wind or not;
26. by settling, expansion, contraction, moving, bulging, buckling, or cracking except resulting damage to building glass;
27. by smoke from agricultural smudging or industrial operations;
28. by buildup of smoke. Smoke damage must be sudden and accidental;

29. by any earth movement whether natural or man-made occurring concurrently with and directly resulting from, but not limited to, earthquake, landslide, snowslide, or iceslide. If any of these results in fire or explosion, "We" will pay only for the resulting loss or damage;
30. by collapse of:
- a) outside property such as awnings, fences, fibreglass or plastic roof coverings, or trellises unless resulting from structural collapse of foundations, walls, floors, or roof of a building;
 - b) patios, driveways, walks or retaining walls, outdoor radio and/or television antennae, towers, satellite receivers and their attachments;
 - c) the "Dwelling" while it is "Under Construction" or "Vacant", even if "We" have given permission for the policy to remain in force during construction or vacancy.
31. by "Water" unless the loss or damage directly resulted from:
- a) the sudden and accidental escape of "Water" from within a "Water main";
 - b) the sudden and accidental escape of "Water" or steam from within a heating, sprinkler, air conditioning or plumbing system, or a "Domestic Water Container" which is located inside "your" "Dwelling";
 - c) the sudden and accidental escape of "Water" from outdoor plumbing systems, or "Domestic Water Container", which is located outside "your" "Dwelling", and on "your" "Premises";
 - d) "Water" which enters through an opening which has been created suddenly and accidentally by a peril not otherwise excluded;
 - e) "Water" from the accumulation of ice or snow on the roof, downspout or eavestrough, which enters the "Dwelling" through the roof as a result of "Ice Damming".
- But "We" do not cover loss or damage:
- i) caused by continuous or repeated "Seepage" or "Leakage" of "Water";
 - ii) caused by "Flood", this exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but "You" are still insured for ensuing loss or damage which results directly from fire or explosion;
 - iii) caused by backing up or escape of "Water" from a sewer or drain, sump or septic tank;
 - iv) caused by "Ground Water" or rising of the water table;
 - v) caused by "Surface waters", unless the "Water" escapes from a "Water main" or "Domestic Water Container" located outside "your" "Dwelling";
 - vi) to "Water mains", heating, sprinkler, air conditioning or plumbing system, or a "Domestic Water Container" from which the "Water" escaped;
 - vii) to outdoor plumbing systems, "Domestic Water Containers" and attached equipment located outside "your" "Dwelling", and on "your" "Premises" caused by freezing, "Water", or rupture;
 - viii) occurring while the "Dwelling" is "Under Construction" or "Vacant", even if permission for construction or vacancy has been given by "us";
 - ix) caused by freezing of any part of a heating, sprinkler, air conditioning or plumbing system or "Domestic Water Container" unless it happens within a "Dwelling" 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" "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;
 - x) caused by freezing in an unheated portion of the "Dwelling".
32. by change of temperature unless the loss or damage:
- a) is to personal property kept in "your" "Dwelling"; and
 - b) is the result of physical damage to "your" "Dwelling" or equipment caused by a peril not otherwise excluded;
33. by vandalism or malicious acts or theft or glass breakage occurring while "your" "Dwelling" is "Under Construction" or "Vacant" even if permission for construction or vacancy has been given by "us";
34. by or due to vandalism or malicious acts caused by "You" or any members of "your" household, or "your" employees, or by any tenant, roomer or boarder, employee or member of the tenant's household or their guest;
35. by theft or attempted theft by any roomer or boarder, tenant, employee, or members of a tenant's household or their guest;
36. in whole or in part by "Terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "Terrorism" regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but "You" are still insured for ensuing loss or damage which results directly from fire or explosion;
37. by "Cyber Incident"; or
38. the transmission of any "Communicable Disease" by any person insured by this policy.
- 1) For the purpose of this exclusion, this policy does not insure any loss, damage, claim, fine, penalty, judgment, cost, expense, or other amount, directly or indirectly arising out of, caused by, resulting from, in consequence of, in connection with, contributed to by, attributable to, or in any way involving (regardless of any other cause or event contributing concurrently or in any other sequence thereto):

- a) a "Communicable Disease";
 - b) the fear or threat (whether actual or perceived) of a "Communicable Disease"; or
 - c) any action taken in controlling, preventing, suppressing or in any way relating to any incidence, outbreak, epidemic or pandemic or threat of incidence, outbreak, epidemic or pandemic of a "Communicable Disease".
- 2) For the purposes of this exclusion, loss, damage, claim, fine, penalty, judgment, cost, expense, or other amount includes, but is not limited to, loss of revenue or income and/or "Replacement Costs" of, deterioration of, depreciation of, loss of value or marketability of, or loss of use of any property, as well as any cost to clean, sanitize, remediate, detoxify, remove, monitor, or test with respect to:
- a) for a "Communicable Disease", or
- b) any property that is affected or may be affected by such "Communicable Disease".

BASIS OF CLAIM PAYMENT – SECTION I

"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.

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

Insurance cannot be a source of profit.

Deductible: In any one occurrence, "We" are responsible only for the amount by which the insured loss or damage exceeds the amount of the deductible shown on the "Declaration Page".

If one occurrence could lead to the application of more than one deductible, only the largest deductible will apply.

If "your" claim involves Personal Property on which the Special Limits Applicable to Some Personal Property apply, the limitations apply to losses exceeding the deductible amount.

Personal Property (On Premises or Off Premises): "We" agree to pay any loss insured for Personal Property on the basis of "Replacement Cost" provided that:

- a) the property, at the time of loss, was maintained and in good working condition, useable for its original purpose and is not obsolete;
- b) "You" have repaired or replaced the property promptly;
- c) "Electronic Media" is reproduced from duplicates or from originals of the previous generation of the media ("We" will not pay the cost of gathering or assembling information or "Data" for reproduction);
- d) records, including books of account, drawings, or card index systems are transcribed or copied from duplicates;

Otherwise, the basis of claim payment will be the "Actual Cash Value" of the damage on the date of the occurrence.

Improvements and Betterments and Additional Protection for Building: "We" agree to pay the cost of repairs or replacement (whichever is less) made or acquired by "You" at your expense at "your" "Dwelling", subject to the applicable amount of insurance, without deduction for depreciation provided that "You":

- a) repair or replace the damaged or destroyed "Dwelling" on the same site,
- b) use the "Dwelling" for the same purpose and the same occupancy;
- c) construct with materials of similar kind and quality available; and
- d) repair or replace the "Dwelling" and property promptly.

"Actual Cash Value" will consider the cost to repair or replace the lost or damaged property, whichever is less, with new materials of similar kind, quality, and usefulness, but with proper deduction for depreciation.

In determining the proper deduction for depreciation, "We" will consider:

- the condition of the property immediately before the loss or damage;
- the use of the property and its obsolescence;
- its resale value; and
- its normal life expectancy.

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

Loss of or damage to items and articles that, by their inherent nature, cannot be replaced with a comparable article; or for which their age or history substantially contributes to their value, such as:

- fine arts, antiques, paintings;
- memorabilia, souvenirs, and collector's items;
- property that has not been maintained in good or workable condition; or

- property that is no longer used for its original purpose; will not be settled on a "Replacement Cost" basis.

If the 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.

Insurance Under More Than One Policy:

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

In all other cases, "our" policy will pay its ratable proportion of an insured loss.

Waiver of Rights: "We" agree to waive "our" rights to any claim against the "Condominium Corporation", its Directors, Property Managers, agents, or employees of the Condominium, except for arson, fraud and vehicle impact. "We" will not consider independent contractors as being agents or employees of the "Condominium Corporation", its Directors, Property Managers or of the "Condominium Unit Owners".

PP-1705-0124

**TENANT NAMED PERILS PACKAGE POLICY
FORM RIDER PP-1050-0124**

SECTION I- PROPERTY

COVERAGES

The amounts of insurance are shown on the "Declaration Page" for the coverages "You" have purchased. These amounts include the cost of removal of debris of the property insured by this policy as a result of an insured peril.

When the damage to the property plus the cost of cleaning and removal of debris exceed the limit of insurance for the damaged property, an additional 5% of the limit of insurance of COVERAGE A, B or C, whichever is applicable, will be available to cover debris removal expenses for the damaged property.

COVERAGE C - PERSONAL PROPERTY

The description of Personal Property is as follows:

1. **ON PREMISES:** "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 "your" "Dwelling". If "You" wish, "We" will include uninsured personal property of others, while it is on "your" "Premises", but "We" do not insure property of tenants, roomers, or boarders who are not related to "You".
2. **OFF PREMISES:** "We" insure "your" personal property for an additional amount of up to 10% of the amount of insurance on "your" personal property or \$1,500, whichever is greater, while it is temporarily away from "your" "Premises", anywhere in the world.

This includes:

- Personal property newly acquired by "You" and in "your" possession when there has not been an opportunity to take such property to "your" "Premises".
- Personal property normally kept at any other location "You" own, rent or occupy is not insured.
- Personal property stored in a warehouse is only insured for the peril of theft.
- If "You" wish, "We" will include uninsured personal property belonging to others while it is in "your" possession or belonging to a "Residence Employee" travelling for "You" to a maximum of \$1,500.
- Personal property of students residing away from home is insured up to a limit of \$5,000 for each student.
- Personal property of a parent or family member who is dependent on "You" for support and maintenance, while residing in a nursing home or health-care facility, is insured up to a limit of \$5,000 each.
- Personal property belonging to others which is in "your" possession while "You" are acting as a "Volunteer" is limited to \$1,000.
- Personal property that "You" are moving to a new principal residence within Ontario is insured while in transit and while at "your" new principal residence for up to 30 consecutive days beginning the day "You" start "your" move. The amount of insurance will be divided in the proportion that the value of the property at each premise and in transit bears to the value of all "your" personal property, at the time of loss.

Property Not Included As Personal Property

"We" do not insure loss or damage to motorized vehicles, trailers, aircraft, unmanned air vehicles, drones, or their equipment, except:

- motorized wheelchairs and scooters having more than two wheels and specifically designed for the carriage of a person with a physical disability and are not subject to motor vehicle registration;
- watercraft (subject to Special Limits Applicable to Some Personal Property section of "your" policy);
- self-propelled lawn mowers, lawn and garden tractors up to 22 kW (30 HP), other gardening equipment or snow blowers;
- golf carts that are not subject to motor vehicle registration;
- electric power assisted cycles, with a maximum speed of 32km/h and are not subject to motor vehicle registration (subject to Special Limits Applicable to Some Personal Property section of "your" policy); and
- electric powered children's toys, maximum 10km/h and are not subject to vehicle registration (subject to Special Limits Applicable to Some Personal Property section of "your" policy).

Equipment includes audio, visual, recording, or transmitting equipment powered by the electrical system of a motor vehicle, aircraft, unmanned air vehicle, or drone.

"We" do not insure loss or damage to "your" Personal Property, while it is being rented or leased to others by "You" for a payment.

Special Limits Applicable to Some Personal Property:

The following Special Limits of Insurance apply to some Personal Property insured. The stated special limits are the maximum amounts that "We" will pay for insured loss or damage per occurrence; subject to the terms and conditions set out.

"We" insure:

1. jewellery, watches, gems, fur garments and garments trimmed with fur up to \$3,000 in all;
2. numismatic property (such as coin collections and bank note collections) up to \$500 in all;
3. collectibles, meaning specifically, sports cards, sports memorabilia, and comic book collections, up to \$1,500 in all;
4. stamps and philatelic property (such as stamp collections) up to \$1,500 in all; and
5. silverware, silver-plated ware, goldware, gold-plated ware, and pewterware up to \$10,000 in all.

The above limits only apply to loss or damage caused by the peril of theft.

"We" also insure:

6. books, tools, and instruments pertaining to a "Business", profession or occupation for an amount up to \$3,000 in all, but only while on "your" "Premises". Other "Business" property, including samples and goods held for sale, is not insured;
7. securities, books of account, deeds, evidences of debt or title, letters of credit, notes other than bank notes, manuscripts, passports, tickets and documents or other evidence to establish ownership or the right to claim a benefit for an amount up to \$4,000 in all;
8. legal tender money, bullion, or "Cash Cards" up to \$500 in all;
9. self-propelled lawn mowers, lawn and garden tractors, other gardening equipment, snow blowers and golf carts, including attachments and accessories up to \$15,000 in all;
10. watercraft, their furnishings, equipment, accessories, and motors up to \$1,000 in all. Loss or damage from windstorm or hail is insured only if they were inside a fully enclosed building. Canoes, pedalos, and rowboats are also insured while in the open;
11. "Computer Software", including "Digital Assets" up to \$1,000 in all. "We" do not insure the cost of gathering or assembling information;
12. antiques only for their depreciated value (antique value is not covered unless specifically scheduled);
13. parts for motorized vehicles that are not yet installed up to \$3,000 in all;
14. bicycles, tricycles, or unicycles; including those which are electric power assisted, that are not subject to motor vehicle registration, and their related equipment and accessories up to \$1,000 in all;
15. utility trailers up to \$1,000 in all;
16. wine or alcoholic beverage collections up to \$2,000 in all. "We" do not cover loss or damage caused by breakage or spoilage; and
17. "Your" legally owned cannabis seeds, plants, and cannabis in all consumable forms, whether for medicinal or recreational use; it's related equipment and paraphernalia, is insured up to \$500 in all, but only while on "your" "Premises". However, the following conditions apply:

- a) failure to comply, at any time, with any provincial or federal law relating to cannabis, will negate coverage under this Special Limit; and
- b) "Actual Cash Value" will be the basis of claim payment for this Personal Property.

IMPROVEMENTS AND BETTERMENTS

"We" also insure improvements and betterments at the "Dwelling" made by "You" or acquired at "your" expense including:

- fittings and fixtures;
- any building, structure, swimming pool, hot tub, or sauna and their attached equipment on the "Premises";
- materials and supplies on the "Premises" for use in such improvements and betterments.

COVERAGE D - ADDITIONAL LIVING EXPENSES

The amount of insurance for Additional Living Expenses is the total amount for any one or a combination of the following coverages. The periods of time stated below are not limited by the expiration of the policy. "We" do not insure the cancellation of a lease or agreement.

1. **Additional Living Expense:** If damage to "your" "Dwelling" by an insured peril makes it 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 damage to "your" "Dwelling" or "Detached Private Structure(s)" by an insured peril makes that part of the "Dwelling", or "Detached Private Structure(s)" 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 Structure(s)" 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(s)" rented or held for rental is unfit for occupancy.
3. **Civil Authority Prohibits Access:** If, as the direct result of damage to neighbouring "Premises" by an insured peril, a "Civil Authority" prohibits access to "your" "Dwelling", "We" insure any resulting Additional Living Expense and Fair Rental Value for a period not exceeding 30 days.
4. **Emergency Evacuation:** "We" will pay any necessary and reasonable increase in living expense incurred by "You" while access to "your" "Dwelling" is prohibited by order of "Civil Authority", but only when such order is given for evacuation as a direct result of a sudden and accidental emergency 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, or \$3,000, whichever is the lesser.

"You" are not insured for any claim arising from evacuation resulting from, in whole or in part by:

- a) "Flood", this exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but "You" are still insured for ensuing loss or damage which results directly from fire or explosion;
- b) earthquake;
- c) occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
- d) 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;
- e) contamination by radioactive material;
- f) "Terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "Terrorism" regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but "You" are still insured for ensuing loss or damage which results directly from fire or explosion; or
- g) caused by or arising out of any "Communicable Disease".

ADDITIONAL COVERAGES – SECTION I:

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

1. **Lawns, Outdoor Trees, Shrubs, and Plants:** "You" may apply up to 5% of the amount of insurance on "your" Personal Property to lawns, trees, shrubs, and plants owned by "You" on "your" "Premises". "We" will not pay more than \$500 for any one lawn, 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, or malicious acts, as described under Insured Perils.

"We" do not insure cannabis plants; or any items grown for commercial purposes.

2. **Tear out:** If any walls, ceilings, or other parts of the insured "Dwelling" or "Detached Private Structure(s)", including improvements or betterments made by "You" or acquired by "You", must be torn apart before "Water" damage covered by this form can be repaired, "We" will pay the cost of such work and its restoration. The cost of tearing out and replacing property to repair damage related to public "Water mains", sewers or outdoor swimming pools and outdoor plumbing systems is not insured.
3. **Pollution Damage - Insured Premises:** If a sudden and unintentional event occurs during the policy term resulting in pollution or contamination of property of the insured "Premises", which is required to be reported to any provincial authority, "We" will pay up to \$5,000, in any one policy year, subject to the policy deductible, for costs to remove and restore property of the insured "Premises".

4. **Credit or Debit Cards and Forgery and Counterfeit Money:**

"We" will pay for:

- a) "your" legal obligation under the applicable provincial or Canadian law to pay because of the theft or unauthorized use of credit or debit cards, or automated teller cards issued to "You" or registered in "your" name provided "You" have complied with all of the conditions under which the card was issued;
- b) loss to "You" caused by forgery or alteration of cheques, drafts, or other negotiable instruments;
- c) loss by "your" acceptance in good faith of counterfeit Canadian or United States paper currency.

"We" do not cover:

- (a) losses caused by a resident of "your" household;
- (b) losses caused by a person to whom the card has been entrusted;
- (c) losses arising out of "Cash Cards" or "Cryptocurrency";
- (d) losses arising out of "your" "Business" pursuits.

The most "We" will pay under this coverage during the term of this policy is \$5,000.

No deductible applies to this Additional Coverage.

5. **Inflation Protection:**

If there is a loss insured under SECTION I during the term of this policy, "We" will automatically increase the amounts of insurance shown on the "Declaration Page" under SECTION I by amounts which are solely attributable to the inflationary increase:

- since the inception date of this policy, or
- the latest renewal date; or
- from the date of the most recent change to the amounts of insurance shown on the "Declaration Page",

whichever is the latest.

On the renewal date of "your" policy, if required, "We" will automatically increase the amounts of insurance shown on the "Declaration Page" under SECTION I, by amounts which are solely attributable to the inflationary increases since the latest renewal date.

6. **Refrigerator and Freezer Foods:** "We" insure food and medication while contained in any refrigerator or food freezer unit(s) located within, or on "your" "Premises" for loss up to \$1,000 per occurrence when caused by a power failure or mechanical breakdown of such unit(s). "You" may apply a part of this limit to any reasonable expenses incurred but does not include repair or replacement parts; to reduce or avert the loss.
- "We" do not insure loss or damage:
- a) due to accidental or deliberate manual disconnection of the appliance from the electrical power supply on "your" "Premises";
 - b) due to inherent vice and/or natural spoilage;

- c) due to "your" failure to take all reasonable steps to prevent further loss or damage to the insured property; or
- d) due to expenses incurred in the acquisition of the food.

No deductible applies to this Additional Coverage.

7. **Fire Department Charges:** "We" will reimburse "You" for up to \$5,000 per occurrence if "You" are legally obligated to pay "your" municipal fire department resulting from charges incurred for attending "your" "Premises" to save or protect insured property from loss or damage, or further loss or damage, due to an insured peril.

No deductible applies to this Additional Coverage.

8. **Reward Benefit:** "We" will pay up to \$1,000 for information which leads directly to the conviction of any person who robs from any person insured under this policy, or steals, vandalizes, burglarizes or commits arson to any covered property insured by this policy. This reward is not payable to law enforcement or security officers or agencies. The \$1,000 maximum payment under this section applies regardless of the number of persons providing information.

No deductible applies to this Additional Coverage.

9. **LIMITED EXTENSION OF TERMINATION or EXPIRY DATE – DECLARED EMERGENCY SITUATION:** The effective date of the termination or expiry date of this policy is extended, subject to the conditions and definitions set out below, when an "emergency" is declared by a Canadian public authority designated by statute for the purpose of issuing such an order.
- 1) The "emergency" must have a direct effect or impact on:
 - a) the insured, the insured site or insured property located in the declared emergency area; or
 - b) the operations of the insurer or its agent or broker located in the declared emergency area.
 - 2) Any time limitation described in the Termination condition of this policy, with respect to termination of this policy by the Insurer, will not continue to run until the "emergency" is terminated plus the lesser of:
 - a) 30 days; or
 - b) the number of days equal to the total time the "emergency" order was in effect.
 - 3) If the policy is due to expire during an "emergency", it will continue in force until the "emergency" is terminated plus the lesser of:
 - a) 30 days; or
 - b) the number of days equal to the total time the "emergency" order was in effect.
 - 4) In no event shall the total term of this extension exceed 120 consecutive days;
 - 5) The Insured agrees to pay the pro-rata premium earned for the additional time the Insurer remains on risk as a result of the above;
 - 6) This coverage extension does not extend the indemnity period for any business interruption claim already in progress with the insurer;
 - 7) This coverage extension does not extend the indemnity period for any business interruption claim arising from an insured loss that occurs during the time in which this endorsement has effect;
 - 8) This coverage extension does not reinstate coverage for which the cancellation period has already expired; and
 - 9) This coverage extension does not allow additional time for claims reporting provisions.

With respect to this Additional Coverage, "Emergency" means the first statutory declaration of an emergency:

- 1) With respect to a situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident, or an act whether intentional or otherwise; or
 - 2) Provided for by the relevant governing legislation if different from 1. above.
- but does not include any subsequent statutory declaration(s) that may be issued relating to the same event.

10. **Permission to Remove Property:** If "You" must remove insured property from "your" "Premises" to protect it from loss or damage by an insured peril, it is insured by this policy for 60 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.

11. **Damage to Dwelling:**

"You" may apply up to \$1,500 of the amount of insurance on "your" personal property insurance to pay for damage, not including fire damage:

- a) to the "Dwelling" directly caused by theft or attempted theft;

- b) to the interior of the "Dwelling" directly caused by vandalism or malicious acts;
- c) to the "Dwelling" directly caused by vehicle impact while the vehicle is being operated by "You";
- d) to the "Dwelling" caused unintentionally by "You" while repairing or maintaining the "Dwelling" or "Premises".

We also insure loss or damage to the doors and glass that form part of "your" residence, caused by an insured peril, if "You" are responsible under the terms of "your" leasing agreement.

- 12. Change of Temperature:** Loss or damage to personal property kept in "your" "Dwelling", caused by a change of temperature that results from physical damage to "your" "Dwelling" or equipment caused by an insured peril.

INSURED PERILS - SECTION I

COVERAGES C and D

"We" insure "your" personal property and Improvements and Betterments against direct physical loss or damage caused by the following perils as described and subject to the exclusions, limitations, and conditions of this form.

1. FIRE or LIGHTNING.
2. EXPLOSION.
3. SMOKE: This peril means smoke due to a sudden, unusual, and 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 the "Dwelling" or building, but not objects which strike because of snowslide, iceslide, landslide or any other earth movement.
5. IMPACT BY AIRCRAFT OR LAND VEHICLE: Animals are not insured under this peril.
6. RIOT.
7. VANDALISM or MALICIOUS ACTS: This peril does not include:
 - (a) loss or damage occurring while the "Dwelling" is "Under Construction" or "Vacant" even if permission for construction or vacancy has been given by "us";
 - (b) damage caused by "You" or any members of "your" household, or "your" employees, or by any tenant, roomer or boarder or member of the tenant's household or their guest;
 - (c) loss or damage caused by theft or attempted theft.
8. WATER ESCAPE: This peril means:
 - (a) the sudden and accidental escape of "Water" from within a "Water main";
 - (b) the sudden and accidental escape of "Water" or steam from within a heating, sprinkler, air conditioning or plumbing system, or a "Domestic Water Container" which is located inside "your" "Dwelling";
 - (c) The sudden and accidental escape of "Water" from an outdoor plumbing system, or "Domestic Water Container", which is located outside "your" "Dwelling", and on "your" "Premises";
 - (d) "Water" which enters through an opening which has been created suddenly and accidentally by an insured peril;

But "We" do not cover loss or damage:

 - i) caused by continuous or repeated "Seepage" or "Leakage" of "Water";
 - ii) caused by "Flood", this exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but "You" are still insured for ensuing loss or damage which results directly from fire or explosion;
 - iii) caused by backing up or escape of "Water" from a sewer or drain, sump or septic tank;
 - iv) caused by "Ground Water" or rising of the water table;
 - v) caused by "Surface Waters", unless the "Water" escapes from a "Water main" or "Domestic Water Container" located outside "your" "Dwelling";
 - vi) to "Water mains", heating, sprinkler, air conditioning or plumbing system, or a "Domestic Water Container" from which the "Water" escaped;
 - vii) to outdoor plumbing systems, "Domestic Water Containers" and attached equipment located outside "your" "Dwelling", and on "your" "Premises" caused by freezing, "Water", or rupture;
 - viii) occurring while the "Dwelling" is "Under Construction" or "Vacant", even if permission for construction or vacancy has been given by "us";
 - ix) caused by freezing of any part of a heating, sprinkler, air conditioning or plumbing system or "Domestic Water Container" unless it happens within a "Dwelling" heated during the usual heating season and "You" have not been away from "your" "Premises" for more than 4 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; or
 - x) caused by freezing in an unheated portion of the "Dwelling".

9. WINDSTORM or HAIL: This peril does not include loss or damage to improvements and betterments or to the interior of a building or "Dwelling" caused by windstorm, hail, or coincidental rain damage, unless the storm first creates an opening in the building.
This peril does not include damage:
(a) to outdoor radio and/or TV antennae, towers, satellite receivers and their attachments;
(b) due to weight or pressure of ice or snow, waves, "Flood", land subsidence, 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 insured property is being carried. This would also apply to any vehicle of a common carrier.
This peril means loss or damage to:
(a) "your" personal property while it is temporarily removed from "your" "Premises";
(b) building fixtures and fittings when they are temporarily removed from "your" "Premises" for repair or seasonal storage.
This peril does not include loss or damage to:
i) property in a cabin or home trailer which "You" own; or
ii) 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 "Dwelling" which "You" own, rent or occupy, except while "You" are temporarily living there;
(b) caused by "your" employee, or by any tenant, roomer or boarder or member of the tenant's household or their guest;
(c) to property in or from a "Dwelling" "Under Construction" or of materials and supplies for use in the construction until the "Dwelling" is completed and ready to be occupied.
12. COLLAPSE, INCLUDING COLLAPSE CAUSED BY THE WEIGHT OF ICE OR SNOW: This peril means the structural collapse of foundations, walls, floors, or roof of a "Dwelling".
This peril does not include loss or damage caused directly or indirectly:
(a) to outside property such as awnings, fences, trellises, fiberglass or plastic roof coverings, swimming pools, patios, driveways, walks or retaining walls, outdoor radio and/or TV antennae, towers, satellite receivers and their attachments;
(b) by earthquake, or by the settling, cracking, expanding, contracting, moving, shifting, or bulging of any "Dwelling";
(c) by rodents (such as squirrels and rats), insects or vermin (such as raccoons and skunks), bats, or by dampness of atmosphere, dryness of atmosphere, rotting, rust or corrosion; and
13. 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) that is part of a heating unit for the insured "Dwelling" or "Detached Private Structure(s)".

LOSS OR DAMAGE NOT INSURED – SECTION I

Property Excluded:

"We" do not insure loss or damage to:

1. "your" insured property when "your" "Dwelling" has to "your" knowledge, been "Vacant" for more than 30 consecutive days;
2. "Dwellings", buildings, or structures used in whole or in part or designed for "Farming", commercial or "Business" purposes unless declared on the "Declaration Page";
3. "Dwellings" or "Detached Private Structure(s)" while being moved or transported;
4. any property illegally acquired, used, kept, stored, transported, or property subject to forfeiture;
5. any property lawfully seized, forfeited, or confiscated unless such property is destroyed to prevent the spread of fire;
6. property resulting from a change in ownership of property that is agreed to, even if that change was brought about by trickery or fraud;
7. electrical devices or appliances caused by electrical currents other than lightning;
8. lawns, outdoor trees, shrubs, or plants except as provided under ADDITIONAL COVERAGES – SECTION I of this policy;
9. 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;
10. domestic pets;
11. retaining walls not constituting part of any insured building, unless loss or damage is caused by fire, lightning, impact by land vehicle or aircraft, or vandalism or malicious acts;
12. buildings and/or structures, and their contents, including any Personal Property, used in whole or in part for the illegal cultivation, harvesting, processing, manufacture, distribution or sale of cannabis or any product derived

from, or containing, cannabis or any other substance falling within the Schedules of the Controlled Drugs and Substances Act, whether or not the insured is aware of such use of the property;

13. livestock; or

14. a) "Data"; or

b) loss or damage resulting from, contributed to, or caused directly or indirectly by "Data Problem".

However, if loss or damage caused by "Data Problem" results in the occurrence of further loss or damage to property insured that is directly caused by "Specified Peril(s)" as defined in this policy, this exclusion (b) shall not apply to such resulting loss or damage.

Perils Excluded:

"We" do not insure loss or damage resulting from, contributed to, or caused directly or indirectly:

15. or occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority;

16. by 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;

17. by contamination by radioactive material;

18. by or resulting from contamination or pollution or the release, discharge, or dispersal of contaminants or "Pollutant(s)", except damage to the "Dwelling", Personal Property, and if applicable, Improvements and Betterments, caused by the sudden and accidental escape of fuel from a permanently installed "Domestic Fuel Tank" (including any attached equipment, apparatus or piping) that is part of a heating unit for the insured "Dwelling" or "Detached Private Structure(s)" or as provided under ADDITIONAL COVEAGES -SECTION I;

19. by wear, tear, gradual deterioration, latent defect or mechanical breakdown, rust, corrosion, extremes of temperature, wet or dry rot, "Fungi" or "Spore(s)", or contamination;

20. by scratching, marring, chipping or abrasion of any property or breakage of any fragile or brittle articles unless caused by a "Specified Peril(s)", impact by watercraft, or theft or attempted theft;

21. by birds, moths, vermin (such as skunks and raccoons), rodents (such as squirrels and rats), insects, bats, or domestic pets, except loss or damage to building glass;

22. by an intentional or criminal act or failure to act by:

a) "You" or any person insured by this policy; or

b) any other person at the direction of any person insured by this policy; or

c) "your" employees or anyone to whom the damaged or lost property was entrusted.

1) This exclusion applies only to the claim of a person:

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

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

iii) who consented to the act or omission and knew or ought to have known that the act or omission would cause the insured loss or damage; or

iv) who is in a class prescribed by regulation.

2) An insured person to whom this exclusion does not apply:

i) must co-operate with "us" in respect of the investigation of the loss or damage, including without limitation;

• by submitting to an examination under oath, if requested by "us";

• by producing for examination at a reasonable time and place designated by "us", documents specified by "us" that relate to the loss or damage; and

• by permitting extracts and copies of such documents to be made, all at a reasonable time and place designated by "us".

ii) cannot recover more than their proportionate interest in the lost or damaged property.

23. by the cost involved to correct faulty or improper material, workmanship, or design;

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

25. by impact of waterborne objects, including ice, whether driven by wind or not;

26. in whole or in part by "Terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "Terrorism" regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but "You" are still insured for ensuing loss or damage which results directly from fire or explosion;

27. by "Cyber Incident"; or

28. the transmission of any "Communicable Disease" by any person insured by this policy.

- 1) For the purpose of this exclusion, this policy does not insure any loss, damage, claim, fine, penalty, judgment, cost, expense, or other amount, directly or indirectly arising out of, caused by, resulting from, in consequence of, in connection with, contributed to by, attributable to, or in any way involving (regardless of any other cause or event contributing concurrently or in any other sequence thereto):
 - a) a "Communicable Disease";
 - b) the fear or threat (whether actual or perceived) of a "Communicable Disease"; or
 - c) any action taken in controlling, preventing, suppressing or in any way relating to any incidence, outbreak, epidemic or pandemic or threat of incidence, outbreak, epidemic or pandemic of a "Communicable Disease".
- 2) For the purposes of this exclusion, loss, damage, claim, fine, penalty, judgment, cost, expense, or other amount includes, but is not limited to, loss of revenue or income and/or "Replacement Costs" of, deterioration of, depreciation of, loss of value or marketability of, or loss of use of any property, as well as any cost to clean, sanitize, remediate, detoxify, remove, monitor, or test with respect to:
 - a) for a "Communicable Disease", or
 - b) any property that is affected or may be affected by such "Communicable Disease".

BASIS OF CLAIM PAYMENT – SECTION I

"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.

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

Insurance cannot be a source of profit.

Deductible: In any one occurrence, "We" are responsible only for the amount by which the insured loss or damage exceeds the amount of the deductible shown on the "Declaration Page".

If one occurrence could lead to the application of more than one deductible, only the largest deductible will apply.

If "your" claim involves Personal Property on which the Special Limits Applicable to Some Personal Property apply, the limitations apply to losses exceeding the deductible amount.

Personal Property (On Premises or Off Premises): "We" agree to pay any loss insured for Personal Property; and if applicable, Improvements and Betterments, on the basis of "Replacement Cost" provided that:

- a) the property, at the time of loss, was maintained and in good working condition, useable for its original purpose and is not obsolete;
- b) "You" have repaired or replaced the property promptly;
- c) "Electronic Media" is reproduced from duplicates or from originals of the previous generation of the media ("We" will not pay the cost of gathering or assembling information or "Data" for reproduction);
- d) records, including books of account, drawings, or card index systems are transcribed or copied from duplicates;

Otherwise, the basis of claim payment will be the "Actual Cash Value" of the damage on the date of the occurrence.

"Actual Cash Value" will consider the cost to repair or replace the lost or damaged property, whichever is less, with new materials of similar kind, quality, and usefulness, but with proper deduction for depreciation.

In determining the proper deduction for depreciation, "We" will consider:

- the condition of the property immediately before the loss or damage;
- the use of the property and its obsolescence;
- its resale value; and
- its normal life expectancy.

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

Loss of or damage to items and articles that, by their inherent nature, cannot be replaced with a comparable article; or for which their age or history substantially contributes to their value, such as:

- fine arts, antiques, paintings;
- memorabilia, souvenirs, and collector's items;
- property that has not been maintained in good or workable condition; or
- property that is no longer used for its original purpose;

will not be settled on a "Replacement Cost" basis.

If the 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.

Insurance Under More Than One Policy:

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

In all other cases, "our" policy will pay its ratable proportion of an insured loss.

PP-1050-0124

**TENANT COMPREHENSIVE PACKAGE POLICY
FORM RIDER PP-1055-0124**

SECTION I- PROPERTY COVERAGE

COVERAGES

The amounts of insurance are shown on the "Declaration Page" for the coverages "You" have purchased. These amounts include the cost of removal of debris of the property insured by this policy as a result of an insured peril.

When the damage to the property plus the cost of cleaning and removal of debris exceed the limit of insurance for the damaged property, an additional 5% of the limit of insurance of COVERAGE A, B or C, whichever is applicable, will be available to cover debris removal expenses for the damaged property.

COVERAGE C - PERSONAL PROPERTY

The description of Personal Property is as follows:

1. **ON PREMISES:** "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 "your" "Dwelling". If "You" wish, "We" will include uninsured personal property of others, while it is on "your" "Premises", but "We" do not insure property of tenants, roomers, or boarders who are not related to "You".
2. **OFF PREMISES:** "We" insure "your" personal property while it is temporarily away from "your" "Premises", anywhere in the world.

This includes:

- Personal property newly acquired by "You" and in "your" possession when there has not been an opportunity to take such property to "your" "Premises".
- Personal property normally kept at any other location "You" own, rent or occupy is not insured.
- Personal property stored in a warehouse is only insured for 30 days unless the loss or damage is caused by theft. To extend coverage for this property in storage for a further period "We" must be notified in writing and endorse "your" policy as required.
- If "You" wish, "We" will include uninsured personal property belonging to others while it is in "your" possession or belonging to a "Residence Employee" travelling for "You" to a maximum of \$3,000.
- Personal property of students residing away from home is insured up to a limit of \$10,000 for each student.
- Personal property of a parent or family member who is dependent on "You" for support and maintenance, while residing in a nursing home or health-care facility, is insured up to a limit of \$7,000 each.
- Personal property belonging to others which is in "your" possession while "You" are acting as a "Volunteer" is limited to \$1,000.
- Personal property that "You" are moving to a new principal residence within Ontario is insured while in transit and while at "your" new principal residence for up to 30 consecutive days beginning the day "You" start "your" move. The amount of insurance will be divided in the proportion that the value of the property at each premise and in transit bears to the value of all "your" personal property, at the time of loss.

Property Not Included As Personal Property

"We" do not insure loss or damage to motorized vehicles, trailers, aircraft, unmanned air vehicles, drones, or their equipment, except:

- motorized wheelchairs and scooters having more than two wheels and specifically designed for the carriage of a person with a physical disability and are not subject to motor vehicle registration;
- watercraft (subject to Special Limits Applicable to Some Personal Property section of "your" policy);

- self-propelled lawn mowers, lawn and garden tractors up to 22 kW (30 HP), other gardening equipment or snow blowers;
- golf carts that are not subject to motor vehicle registration;
- electric power assisted cycles, with a maximum speed of 32km/h and are not subject to motor vehicle registration (subject to Special Limits Applicable to Some Personal Property section of "your" policy); and
- electric powered children's toys, maximum 10km/h and are not subject to vehicle registration (subject to Special Limits Applicable to Some Personal Property section of "your" policy).

Equipment includes audio, visual, recording, or transmitting equipment powered by the electrical system of a motor vehicle, aircraft, unmanned air vehicle, or drone.

"We" do not insure loss or damage to "your" Personal Property, while it is being rented or leased to others by "You" for a payment.

Special Limits Applicable to Some Personal Property:

The following Special Limits of Insurance apply to some Personal Property insured. The stated special limits are the maximum amounts that "We" will pay for insured loss or damage per occurrence; subject to the terms and conditions set out.

"We" insure:

1. jewellery, watches, gems, fur garments and garments trimmed with fur up to \$6,000 in all;
2. numismatic property (such as coin collections and bank note collections) up to \$1,000 in all;
3. collectibles, meaning specifically, sports cards, sports memorabilia, and comic book collections, up to \$2,500 in all;
4. stamps and philatelic property (such as stamp collections) up to \$2,000 in all; and
5. silverware, silver-plated ware, goldware, gold-plated ware, and pewterware up to \$10,000 in all.

The above limits do not apply to any loss or damage caused by the "Specified Perils" as defined.

"We" also insure:

6. books, tools, and instruments pertaining to a "Business", profession or occupation for an amount up to \$10,000 in all, but only while on "your" "Premises". Other "Business" property, including samples and goods held for sale, is not insured;
7. securities, books of account, deeds, evidences of debt or title, letters of credit, notes other than bank notes, manuscripts, passports, tickets and documents or other evidence to establish ownership or the right to claim a benefit for an amount up to \$6,000 in all;
8. legal tender money, bullion, or "Cash Cards" up to \$1,000 in all;
9. self-propelled lawn mowers, lawn and garden tractors, other gardening equipment, snow blowers and golf carts, including attachments and accessories up to \$15,000 in all;
10. watercraft, their furnishings, equipment, accessories, and motors up to \$3,000 in all. These are insured only for "Specified Peril(s)" and theft or attempted theft. Loss or damage from windstorm or hail is insured only if they were inside a fully enclosed building. Canoes, pedalos, and rowboats are also insured while in the open;
11. "Computer Software", including "Digital Assets" up to \$5,000 in all, including the cost of gathering or assembling information;
12. antiques only for their depreciated value (antique value is not covered unless specifically scheduled);
13. parts for motorized vehicles that are not yet installed up to \$3,000 in all;
14. bicycles, tricycles, or unicycles; including those which are electric power assisted, that are not subject to motor vehicle registration, and their related equipment and accessories up to \$3,000 in all;
15. utility trailers up to \$1,000 in all;
16. wine or alcoholic beverage collections up to \$2,000 in all. "We" do not cover loss or damage caused by breakage or spoilage; and
17. "Your" legally owned cannabis seeds, plants, and cannabis in all consumable forms, whether for medicinal or recreational use; it's related equipment and paraphernalia, is insured up to \$500 in all, but only while on "your" "Premises". However, the following conditions apply:
 - a) failure to comply, at any time, with any provincial or federal law relating to cannabis, will negate coverage under this Special Limit; and
 - b) "Actual Cash Value" will be the basis of claim payment for this Personal Property.

IMPROVEMENTS AND BETTERMENTS

"We" also insure improvements and betterments at the "Dwelling" made by "You" or acquired at "your" expense including:

- fittings and fixtures;
- any building, structure, swimming pool, hot tub, or sauna and their attached equipment on the "Premises";
- materials and supplies on the "Premises" for use in such improvements and betterments.

COVERAGE D - ADDITIONAL LIVING EXPENSES

The amount of insurance for Additional Living Expenses is the total amount for any one or a combination of the following coverages. The periods of time stated below are not limited by the expiration of the policy. "We" do not insure the cancellation of a lease or agreement.

1. **Additional Living Expense:** If damage to "your" "Dwelling" by an insured peril makes it 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 damage to "your" "Dwelling" or "Detached Private Structure(s)" by an insured peril makes that part of the "Dwelling", or "Detached Private Structure(s)" 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 Structure(s)" 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(s)" rented or held for rental is unfit for occupancy.
3. **Civil Authority Prohibits Access:** If, as the direct result of damage to neighbouring "Premises" by an insured peril, a "Civil Authority" prohibits access to "your" "Dwelling", "We" insure any resulting Additional Living Expense and Fair Rental Value for a period not exceeding 30 days.
4. **Emergency Evacuation:** "We" will pay any necessary and reasonable increase in living expense incurred by "You" while access to "your" "Dwelling" is prohibited by order of "Civil Authority", but only when such order is given for evacuation as a direct result of a sudden and accidental emergency 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, or \$3,000, whichever is the lesser.

"You" are not insured for any claim arising from evacuation resulting from, in whole or in part by:

- a) "Flood", this exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but "You" are still insured for ensuing loss or damage which results directly from fire or explosion;
- b) earthquake;
- c) occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
- d) 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;
- e) contamination by radioactive material;
- f) "Terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "Terrorism" regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but "You" are still insured for ensuing loss or damage which results directly from fire or explosion; or
- g) caused by or arising out of any "Communicable Disease".

ADDITIONAL COVERAGES – SECTION I:

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

1. **Lawns, Outdoor Trees, Shrubs, and Plants:** "You" may apply up to 5% of the amount of insurance on "your" Personal Property to lawns, trees, shrubs, and plants owned by "You" on "your" "Premises". "We" will not pay more than \$2,500 for any one lawn, 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, or malicious acts, as described under Insured Perils.

"We" do not insure cannabis plants; or any items grown for commercial purposes.

2. **Tear out:** If any walls, ceilings, or other parts of the insured "Dwelling" or "Detached Private Structure(s)", including improvements or betterments made by "You" or acquired by "You", must be torn apart before "Water" damage covered by this form can be repaired, "We" will pay the cost of such work and its restoration. The cost of tearing out and replacing property to repair damage related to public "Water mains", sewers or outdoor swimming pools and outdoor plumbing systems is not insured.
3. **Pollution Damage - Insured Premises:** If a sudden and unintentional event occurs during the policy term resulting in pollution or contamination of property of the insured "Premises", which is required to be reported to any provincial authority, "We" will pay up to \$5,000, in any one policy year, subject to the policy deductible, for costs to remove and restore property of the insured "Premises".
4. **Credit or Debit Cards and Forgery and Counterfeit Money:**
"We" will pay for:
 - a) "your" legal obligation under the applicable provincial or Canadian law to pay because of the theft or unauthorized use of credit or debit cards, or automated teller cards issued to "You" or registered in "your" name provided "You" have complied with all of the conditions under which the card was issued;
 - b) loss to "You" caused by forgery or alteration of cheques, drafts, or other negotiable instruments;
 - c) loss by "your" acceptance in good faith of counterfeit Canadian or United States paper currency.

"We" do not cover:

- (a) losses caused by a resident of "your" household;
- (b) losses caused by a person to whom the card has been entrusted;
- (c) losses arising out of "Cash Cards" or "Cryptocurrency";
- (d) losses arising out of "your" "Business" pursuits.

The most "We" will pay under this coverage during the term of this policy is \$5,000.

No deductible applies to this Additional Coverage.

5. **Inflation Protection:**
If there is a loss insured under SECTION I during the term of this policy, "We" will automatically increase the amounts of insurance shown on the "Declaration Page" under SECTION I by amounts which are solely attributable to the inflationary increase:
 - since the inception date of this policy, or
 - the latest renewal date; or
 - from the date of the most recent change to the amounts of insurance shown on the "Declaration Page",whichever is the latest.

On the renewal date of "your" policy, if required, "We" will automatically increase the amounts of insurance shown on the "Declaration Page" under SECTION I, by amounts which are solely attributable to the inflationary increases since the latest renewal date.

6. **Safety Deposit Box:** "We" will pay up to \$10,000 for loss or damage caused by any insured perils to "your" Personal Property while contained in a financial institution safety deposit box.
7. **Lock Replacement:** "We" will pay up to \$500 for the replacement or rekeying, whichever is less or at "our" option, the locks for "your" principal residence "Dwelling" 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 Additional Coverage.

8. **Refrigerator and Freezer Foods:** "We" insure food and medication while contained in any refrigerator or food freezer unit(s) located within, or on "your" "Premises" for loss up to \$3,000 per occurrence when caused by a power failure or mechanical breakdown of such unit(s). "You" may apply a part of this limit to any reasonable expenses incurred but does not include repair or replacement parts; to reduce or avert the loss.
"We" do not insure loss or damage:

- a) due to accidental or deliberate manual disconnection of the appliance from the electrical power supply on "your" "Premises";
- b) due to inherent vice and/or natural spoilage;
- c) due to "your" failure to take all reasonable steps to prevent further loss or damage to the insured property; or
- d) due to expenses incurred in the acquisition of the food.

No deductible applies to this Additional Coverage.

9. **Fire Department Charges:** "We" will reimburse "You" for up to \$5,000 per occurrence if "You" are legally obligated to pay "your" municipal fire department resulting from charges incurred for attending "your" "Premises" to save or protect insured property from loss or damage, or further loss or damage, due to an insured peril.

No deductible applies to this Additional Coverage.

10. **Reward Benefit:** "We" will pay up to \$1,000 for information which leads directly to the conviction of any person who robs from any person insured under this policy, or steals, vandalizes, burglarizes, or commits arson to any covered property insured by this policy. This reward is not payable to law enforcement or security officers or agencies. The \$1,000 maximum payment under this section applies regardless of the number of persons providing information.

No deductible applies to this Additional Coverage.

11. **Emergency Services Forced Entry:** "We" will pay up to \$5,000 in all for loss or damage caused to the insured "Dwelling" or "Detached Private Structure(s)" when the fire, police or ambulance service has to force entry because of an emergency or perceived emergency involving "You" or "your" family.

No deductible applies to this Additional Coverage.

12. **By-Law Coverage:** In the event of direct damage caused by an insured peril, "We" will pay an additional amount up to \$10,000 for the increased cost of demolition, construction, or repair to comply with any law or by-law regulating the zoning, demolition, repair or construction of buildings and their related services. Coverage is extended to pay for:

- a) loss resulting from the demolition of any undamaged portion of the "Dwelling"; or
- b) the cost of demolishing, and clearing the site of, any undamaged portion of the "Dwelling"; or
- c) any increase in the cost of repairing, replacing, constructing, or reconstructing the "Dwelling" on the same site or on an adjacent site, of like height, floor area and style, and for like occupancy; arising from the enforcement of the minimum requirements of any law, by-law, regulation, or ordinance which:
 - i) regulates zoning or the demolition, repair or construction of damaged buildings or structures; and
 - ii) is in force at the time of such loss or damage.

"We" will not pay:

- d) more than the minimum amount required to comply with an enforceable law, by-law, regulation, or ordinance;
- e) any cost incurred in the acquisition of land; or
- f) the additional costs caused by the enforcement of any law, by-law, regulation, or ordinance which prohibits "You" from rebuilding or repairing on the same site or an adjacent site or prohibits continuance of like occupancy.

13. **"Identity Fraud":** "We" will pay up to \$10,000, for the following reasonable costs and expenses incurred by "You" as a result of an "Identity Fraud Occurrence". The limit applies regardless of the number of insured persons involved or affected.

- 7) Reasonable costs or expenses (including mileage, associated parking costs, registered mail, long distance telephone expenses, taxi cab fees or public transit fees) incurred for notarizing affidavits, or communicating with law enforcement agencies, financial institutions, credit agencies, credit grantors, businesses, or similar credit grantors;
- 8) Fees for the re-application of loans which had been declined as a result of incorrect or erroneous information;
- 9) Earnings lost resulting from necessary time away from "your" employment for the purposes of completing affidavits and meeting with credit agencies, similar credit grantors, law enforcement departments, financial institutions, merchants, and legal counsel, up to \$250 per day, for each "Identity Fraud Occurrence";

- 10) Reasonable costs, fees, or expenses associated with the replacing of Canadian or Provincial Government issued documents as a result of an "Identity Fraud Occurrence";
- 11) Reasonable legal fees incurred directly as a result of an "Identity Fraud Occurrence" with prior notice to "us" for:
 - a) the removal of any criminal or civil judgments wrongly entered against "You";
 - b) to challenge the information in "your" consumer credit report;
 - c) the defence of lawsuits brought against "You" by businesses or their collection agencies.
- 12) Reasonable costs associated with 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.

"You" must promptly notify an applicable law enforcement agency of the "Identity Fraud Occurrence".

"We" do not insure:

- i) "your" fraudulent, dishonest, or criminal acts;
- i) "your" own use of "your" identity;
- ii) "your" commercial or "business" pursuits;
- iii) "your" intentional misuse of "your" identity; or
- iv) fraudulent, dishonest, criminal, or intentional misuse of "your" identity by a resident of "your" household;

Nor do "We" insure the following:

- v) any losses covered under the Credit or Debit Cards and Forgery and Counterfeit Money coverage; or
 - vi) any losses covered by credit card insurance, bank insurance or other coverage available to "You".
- Other insurance will be considered primary and this additional coverage will only apply once other insurance available to "You" has been exhausted.

14. **Grave Markers and Mausoleums:** "We" agree to apply up to \$7,000 in all for sudden and accidental loss of or damage caused by a "Specified Peril(s)" to the grave markers or mausoleums of "your" deceased "Spouse(s)", child, parent, or grandparent; or owned by "You" in Canada.
15. **LIMITED EXTENSION OF TERMINATION or EXPIRY DATE – DECLARED EMERGENCY SITUATION:** The effective date of the termination or expiry date of this policy is extended, subject to the conditions and definitions set out below, when an "emergency" is declared by a Canadian public authority designated by statute for the purpose of issuing such an order.
 - 1) The "emergency" must have a direct effect or impact on:
 - a) the insured, the insured site or insured property located in the declared emergency area; or
 - b) the operations of the insurer or its agent or broker located in the declared emergency area.
 - 2) Any time limitation described in the Termination condition of this policy, with respect to termination of this policy by the Insurer, will not continue to run until the "emergency" is terminated plus the lesser of:
 - a) 30 days; or
 - b) the number of days equal to the total time the "emergency" order was in effect.
 - 3) If the policy is due to expire during an "emergency", it will continue in force until the "emergency" is terminated plus the lesser of:
 - a) 30 days; or
 - b) the number of days equal to the total time the "emergency" order was in effect.
 - 4) In no event shall the total term of this extension exceed 120 consecutive days;
 - 5) The Insured agrees to pay the pro-rata premium earned for the additional time the Insurer remains on risk as a result of the above;
 - 6) This coverage extension does not extend the indemnity period for any business interruption claim already in progress with the insurer;
 - 7) This coverage extension does not extend the indemnity period for any business interruption claim arising from an insured loss that occurs during the time in which this endorsement has effect;
 - 8) This coverage extension does not reinstate coverage for which the cancellation period has already expired; and
 - 9) This coverage extension does not allow additional time for claims reporting provisions.

With respect to this Additional Coverage, "Emergency" means the first statutory declaration of an emergency:

- 1) With respect to a situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident, or an act whether intentional or otherwise; or
 - 2) Provided for by the relevant governing legislation if different from 1. above.
- but does not include any subsequent statutory declaration(s) that may be issued relating to the same event.

16. **Permission to Remove Property:** If "You" must remove insured property from "your" "Premises" to protect it from loss or damage by an insured peril, it is insured by this policy for 90 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.

17. **Damage to Dwelling:**

"You" may apply up to \$1,500 of the amount of insurance on "your" personal property insurance to pay for damage, not including fire damage:

- a) to the "Dwelling" directly caused by theft or attempted theft;
- b) to the interior of the "Dwelling" directly caused by vandalism or malicious acts;
- c) to the "Dwelling" directly caused by vehicle impact while the vehicle is being operated by "You";
- d) to the "Dwelling" caused unintentionally by "You" while repairing or maintaining the "Dwelling" or "Premises".

We also insure loss or damage to the doors and glass that form part of "your" residence, caused by an insured peril, if "You" are responsible under the terms of your leasing agreement.

INSURED PERILS - SECTION I

COVERAGES C and D

"We" insure "your" personal property and Improvements and Betterments against direct physical loss or damage, subject to the exclusions, limitations, and conditions of this form.

LOSS OR DAMAGE NOT INSURED – SECTION I

Property Excluded:

"We" do not insure loss or damage to:

1. "your" insured property when "your" "Dwelling" has to "your" knowledge, been "Vacant" for more than 30 consecutive days;
2. "Dwellings", buildings, or structures used in whole or in part or designed for "Farming", commercial or "Business" purposes unless declared on the "Declaration Page";
3. "Dwellings" or "Detached Private Structure(s)" while being moved or transported;
4. any property illegally acquired, used, kept, stored, transported, or property subject to forfeiture;
5. any property lawfully seized, forfeited, or confiscated unless such property is destroyed to prevent the spread of fire;
6. property resulting from a change in ownership of property that is agreed to, even if that change was brought about by trickery or fraud;
7. lawns, outdoor trees, shrubs, or plants except as provided under ADDITIONAL COVERAGES – SECTION I of this policy;
8. 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;
9. domestic pets, unless the loss or damage is caused by a "Specified Peril(s)" other than; by impact by aircraft or land vehicle, and other means of transportation, as defined in "Specified Peril(s)";
10. sporting equipment where the loss or damage is due to its use;
11. property at any fairground, exhibition, or exposition for the purpose of exhibition or sale;
12. retaining walls not constituting part of any insured building, unless loss or damage is caused by fire, lightning, impact by land vehicle or aircraft, or vandalism or malicious acts;
13. buildings and/or structures, and their contents, including any Personal Property, used in whole or in part for the illegal cultivation, harvesting, processing, manufacture, distribution or sale of cannabis or any product derived from, or containing, cannabis or any other substance falling within the Schedules of the Controlled Drugs and Substances Act, whether or not the insured is aware of such use of the property;
14. livestock; or
15. a) "Data"; or
b) loss or damage resulting from, contributed to, or caused directly or indirectly by "Data Problem".
However, if loss or damage caused by "Data Problem" results in the occurrence of further loss or damage to property insured that is directly caused by "Specified Peril(s)" as defined in this policy, this exclusion (b) shall not apply to such resulting loss or damage.

Perils Excluded:

"We" do not insure loss or damage resulting from, contributed to, or caused directly or indirectly:

16. or occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or

- confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
17. by 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;
 18. by contamination by radioactive material;
 19. by or resulting from contamination or pollution or the release, discharge, or dispersal of contaminants or "Pollutant(s)", except damage to the "Dwelling", Personal Property, and if applicable, Improvements and Betterments, caused by the sudden and accidental escape of fuel from a permanently installed "Domestic Fuel Tank" (including any attached equipment, apparatus or piping) that is part of a heating unit for the insured "Dwelling" or "Detached Private Structure(s)" or as provided under ADDITIONAL COVEAGES -SECTION I;
 20. by wear, tear, gradual deterioration, latent defect or mechanical breakdown, rust, corrosion, extremes of temperature, wet or dry rot, "Fungi" or "Spore(s)", or contamination;
 21. by scratching, marring, chipping or abrasion of any property or breakage of any fragile or brittle articles unless caused by a "Specified Peril(s)", impact by watercraft, or theft or attempted theft;
 22. by birds, moths, vermin (such as skunks and raccoons), rodents (such as squirrels and rats), insects, bats, or domestic pets, except loss or damage to building glass;
 23. by an intentional or criminal act or failure to act by:
 - a) "You" or any person insured by this policy; or
 - b) any other person at the direction of any person insured by this policy; or
 - c) "your" employees or anyone to whom the damaged or lost property was entrusted.
 - 1) This exclusion applies only to the claim of a person:
 - i) whose act or omission caused the insured loss or damage;
 - ii) who abetted or colluded in the act or omission;
 - iii) who consented to the act or omission and knew or ought to have known that the act or omission would cause the insured loss or damage; or
 - iv) who is in a class prescribed by regulation.
 - 2) An insured person to whom this exclusion does not apply:
 - i) must co-operate with "us" in respect of the investigation of the loss or damage, including without limitation;
 - by submitting to an examination under oath, if requested by "us";
 - by producing for examination at a reasonable time and place designated by "us", documents specified by "us" that relate to the loss or damage; and
 - by permitting extracts and copies of such documents to be made, all at a reasonable time and place designated by "us".
 - ii) cannot recover more than their proportionate interest in the lost or damaged property.
 24. by the cost involved to correct faulty or improper material, workmanship, or design;
 25. by impact of waterborne objects, including ice, whether driven by wind or not;
 26. by settling, expansion, contraction, moving, bulging, buckling, or cracking except resulting damage to building glass;
 27. by smoke from agricultural smudging or industrial operations;
 28. by buildup of smoke. Smoke damage must be sudden and accidental;
 29. by any earth movement whether natural or man-made occurring concurrently with and directly resulting from, but not limited to, earthquake, landslide, snowslide, or iceslide. If any of these results in fire or explosion, "We" will pay only for the resulting loss or damage;
 30. by collapse of:
 - a) outside property such as awnings, fences, fibreglass or plastic roof coverings, or trellises unless resulting from structural collapse of foundations, walls, floors, or roof of a building;
 - b) patios, driveways, walks or retaining walls, outdoor radio and/or television antennae, towers, satellite receivers and their attachments;
 - c) the "Dwelling" while it is "Under Construction" or "Vacant", even if "We" have given permission for the policy to remain in force during construction or vacancy.
 31. by "Water" unless the loss or damage directly resulted from:
 - a) the sudden and accidental escape of "Water" from within a "Water main";
 - b) the sudden and accidental escape of "Water" or steam from within a heating, sprinkler, air conditioning or plumbing system, or a "Domestic Water Container" which is located inside "your" "Dwelling";
 - c) the sudden and accidental escape of "Water" from outdoor plumbing systems, or "Domestic Water Container", which is located outside "your" "Dwelling", and on "your" "Premises";
 - d) "Water" which enters through an opening which has been created suddenly and accidentally by a peril not otherwise excluded;

- e) "Water" from the accumulation of ice or snow on the roof, downspout or eavestrough, which enters the "Dwelling" through the roof as a result of "Ice Damming".
- But "We" do not cover loss or damage:
- i) caused by continuous or repeated "Seepage" or "Leakage" of "Water";
 - ii) caused by "Flood", this exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but "You" are still insured for ensuing loss or damage which results directly from fire or explosion;
 - iii) caused by backing up or escape of "Water" from a sewer or drain, sump or septic tank;
 - iv) caused by "Ground Water" or rising of the water table;
 - v) caused by "Surface waters", unless the "Water" escapes from a "Water main" or "Domestic Water Container" located outside "your" "Dwelling";
 - vi) to "Water mains", heating, sprinkler, air conditioning or plumbing system, or a "Domestic Water Container" from which the "Water" escaped;
 - vii) to outdoor plumbing systems, "Domestic Water Containers" and attached equipment located outside "your" "Dwelling", and on "your" "Premises" caused by freezing, "Water", or rupture;
 - viii) occurring while the "Dwelling" is "Under Construction" or "Vacant", even if permission for construction or vacancy has been given by "us";
 - ix) caused by freezing of any part of a heating, sprinkler, air conditioning or plumbing system or "Domestic Water Container" unless it happens within a "Dwelling" 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" "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;
 - x) caused by freezing in an unheated portion of the "Dwelling".
- 32. by change of temperature unless the loss or damage:
 - a) is to personal property kept in "your" "Dwelling"; and
 - b) is the result of physical damage to "your" "Dwelling" or equipment caused by a peril not otherwise excluded;
 - 33. by vandalism or malicious acts or theft or glass breakage occurring while "your" "Dwelling" is "Under Construction" or "Vacant" even if permission for construction or vacancy has been given by "us";
 - 34. by or due to vandalism or malicious acts caused by "You" or any members of "your" household, or "your" employees, or by any tenant, roomer or boarder, employee or member of the tenant's household or their guest;
 - 35. by theft or attempted theft by any roomer or boarder, tenant, employee, or members of a tenant's household or their guest;
 - 36. in whole or in part by "Terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "Terrorism" regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but "You" are still insured for ensuing loss or damage which results directly from fire or explosion;
 - 37. by "Cyber Incident"; or
 - 39. the transmission of any "Communicable Disease" by any person insured by this policy.
 - 1) For the purpose of this exclusion, this policy does not insure any loss, damage, claim, fine, penalty, judgment, cost, expense, or other amount, directly or indirectly arising out of, caused by, resulting from, in consequence of, in connection with, contributed to by, attributable to, or in any way involving (regardless of any other cause or event contributing concurrently or in any other sequence thereto):
 - a) a "Communicable Disease";
 - b) the fear or threat (whether actual or perceived) of a "Communicable Disease"; or
 - c) any action taken in controlling, preventing, suppressing or in any way relating to any incidence, outbreak, epidemic or pandemic or threat of incidence, outbreak, epidemic or pandemic of a "Communicable Disease".
 - 2) For the purposes of this exclusion, loss, damage, claim, fine, penalty, judgment, cost, expense, or other amount includes, but is not limited to, loss of revenue or income and/or "Replacement Costs" of, deterioration of, depreciation of, loss of value or marketability of, or loss of use of any property, as well as any cost to clean, sanitize, remediate, detoxify, remove, monitor, or test with respect to:
 - a) for a "Communicable Disease", or
 - b) any property that is affected or may be affected by such "Communicable Disease".

BASIS OF CLAIM PAYMENT – SECTION I

"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.

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

Insurance cannot be a source of profit.

Deductible: In any one occurrence, "We" are responsible only for the amount by which the insured loss or damage exceeds the amount of the deductible shown on the "Declaration Page".

If one occurrence could lead to the application of more than one deductible, only the largest deductible will apply.

If "your" claim involves Personal Property on which the Special Limits Applicable to Some Personal Property apply, the limitations apply to losses exceeding the deductible amount.

Personal Property (On Premises or Off Premises): "We" agree to pay any loss insured for Personal Property; and if applicable, Improvements and Betterments, on the basis of "Replacement Cost" provided that:

- a) the property, at the time of loss, was maintained and in good working condition, useable for its original purpose and is not obsolete;
- b) "You" have repaired or replaced the property promptly;
- c) "Electronic Media" is reproduced from duplicates or from originals of the previous generation of the media ("We" will not pay the cost of gathering or assembling information or "Data" for reproduction);
- d) records, including books of account, drawings, or card index systems are transcribed or copied from duplicates;

Otherwise, the basis of claim payment will be the "Actual Cash Value" of the damage on the date of the occurrence.

"Actual Cash Value" will consider the cost to repair or replace the lost or damaged property, whichever is less, with new materials of similar kind, quality, and usefulness, but with proper deduction for depreciation.

In determining the proper deduction for depreciation, "We" will consider:

- the condition of the property immediately before the loss or damage;
- the use of the property and its obsolescence;
- its resale value; and
- its normal life expectancy.

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

Loss of or damage to items and articles that, by their inherent nature, cannot be replaced with a comparable article; or for which their age or history substantially contributes to their value, such as:

- fine arts, antiques, paintings;
- memorabilia, souvenirs, and collector's items;
- property that has not been maintained in good or workable condition; or
- property that is no longer used for its original purpose;

will not be settled on a "Replacement Cost" basis.

If the 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.

Insurance Under More Than One Policy:

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

In all other cases, "our" policy will pay its ratable proportion of an insured loss.

PP-1055-0124

**RESIDENTIAL LIMITED NAMED PERILS POLICY
FORM RIDER PP-1704-0124**

SECTION I- PROPERTY COVERAGE

COVERAGES

The amounts of insurance are shown on the "Declaration Page" for the coverages "You" have purchased.

These amounts include the cost of removal of debris of the property insured by this policy as a result of an insured peril.

When the damage to the property plus the cost of cleaning and removal of debris exceed the limit of insurance for the damaged property, an additional 5% of the limit of insurance of COVERAGE A, B or C, whichever is applicable, will be available to cover debris removal expenses for the damaged property.

COVERAGE A - DWELLING BUILDING

"We" insure:

1. The "Dwelling" and attached structures.
2. Permanently installed outdoor equipment on the "Premises".
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 "Detached Private Structure(s)" on the "Premises". "We" insure against the peril of theft only when "your" "Dwelling" is completed and ready to be occupied.

COVERAGE B - DETACHED PRIVATE STRUCTURE(S)

"We" insure buildings or structures 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 "Detached Private Structure(s)". Owned docks and boathouses on the shoreline of "your" "Premises" are also included.

If "Your" have more than one "Detached Private Structure(s)", the amount of insurance under Coverage B will be proportioned among the structures, dependent upon "your" choice of basis of loss settlement described under Basis of Claim Payment, at the time of loss.

Property Not Included as Detached Private Structure(s)

This coverage does not apply to any building or structure that is or was designed for agricultural purposes or is or was used in whole or in part for "Farming" or any other commercial or "Business" purposes, whether it is in use, unoccupied, or "vacant".

COVERAGE C - 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" while on "your" "Premises".

Property Not Included As Personal Property

"We" do not insure loss or damage to motorized vehicles, trailers, aircraft, unmanned air vehicles, drones, or their equipment, except:

- motorized wheelchairs and scooters having more than two wheels and specifically designed for the carriage of a person with a physical disability and are not subject to motor vehicle registration;
- watercraft (subject to Special Limits Applicable to Some Personal Property section of "your" policy);
- self-propelled lawn mowers, lawn and garden tractors up to 22 kW (30 HP), other gardening equipment or snow blowers;
- golf carts that are not subject to motor vehicle registration;
- electric power assisted cycles, with a maximum speed of 32km/h and are not subject to motor vehicle registration (subject to Special Limits Applicable to Some Personal Property section of "your" policy); and
- electric powered children's toys, maximum 10km/h and are not subject to vehicle registration (subject to Special Limits Applicable to Some Personal Property section of "your" policy).

Equipment includes audio, visual, recording, or transmitting equipment powered by the electrical system of a motor vehicle, aircraft, unmanned air vehicle, or drone.

"You" may apply up to 10% of the amount of insurance on "your" personal property to insure "your" personal property, excluding watercraft, while temporarily removed from the "Premises" anywhere in Canada or in the continental United States of America. Personal property temporarily removed to any other location "You" own is not insured nor is "your" property insured while stored in a warehouse.

"We" do not insure loss or damage to "your" Personal Property, while it is being rented or leased to others by "You" for a payment.

Special Limits Applicable to Some Personal Property:

The following Special Limits of Insurance apply to some Personal Property insured. The stated special limits are the maximum amounts that "We" will pay for insured loss or damage per occurrence; subject to the terms and conditions set out.

"We" insure:

1. jewellery, watches, gems, fur garments and garments trimmed with fur up to \$2,000 in all and no more than \$500 on any one item;
2. numismatic property (such as coin collections and bank note collections) up to \$300 in all;
3. collectibles, meaning specifically, sports cards, sports memorabilia, and comic book collections, up to \$500 in all;
4. stamps and philatelic property (such as stamp collections) up to \$500 in all;
5. silverware, silver-plated ware, goldware, gold-plated ware, and pewterware up to \$2,000 in all and no more than \$500 for any one item.
6. books, tools, and instruments pertaining to a "Business", profession or occupation for an amount up to \$1,000 in all, but only while on "your" "Premises". Other "Business" property, including samples and goods held for sale, is not insured;
7. securities, books of account, deeds, evidences of debt or title, letters of credit, notes other than bank notes, manuscripts, passports, tickets and documents or other evidence to establish ownership or the right to claim a benefit for an amount up to \$2,000 in all;
8. legal tender money, bullion, or "Cash Cards" up to \$300 in all;
9. self-propelled lawn mowers, lawn and garden tractors, other gardening equipment, snow blowers and golf carts, including attachments and accessories up to \$2,500 in all;
10. watercraft, their furnishings, equipment, accessories, and motors up to \$1,000 in all. Loss or damage from windstorm or hail is insured only if they were inside a fully enclosed building. Canoes, pedalos, and rowboats are also insured while in the open;
11. "Computer Software", including "Digital Assets" up to \$1,000 in all. "We" do not insure the cost of gathering or assembling information;
12. antiques only for their depreciated value (antique value is not covered unless specifically scheduled);
13. parts for motorized vehicles that are not yet installed up to \$1,000 in all;
14. bicycles, tricycles, or unicycles; including those which are electric power assisted, that are not subject to motor vehicle registration, and their related equipment and accessories up to \$1,000 in all;
15. utility trailers up to \$1,000 in all;
16. electric powered children's toys up to a maximum of \$500 in all;
17. wine or alcoholic beverage collections up to \$200 in all. "We" do not cover loss or damage caused by breakage or spoilage; and
18. "Your" legally owned cannabis seeds, plants, and cannabis in all consumable forms, whether for medicinal or recreational use; it's related equipment and paraphernalia, is insured up to \$500 in all, but only while on "your" "Premises". However, the following conditions apply:
 - a) failure to comply, at any time, with any provincial or federal law relating to cannabis, will negate coverage under this Special Limit; and
 - b) "Actual Cash Value" will be the basis of claim payment for this Personal Property.

ADDITIONAL COVERAGES – SECTION I:

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

1. Inflation Protection:

If there is a loss insured under SECTION I during the term of this policy, "We" will automatically increase the amounts of insurance shown on the "Declaration Page" under SECTION I by amounts which are solely attributable to the inflationary increase:

- since the inception date of this policy, or
- the latest renewal date; or
- from the date of the most recent change to the amounts of insurance shown on the "Declaration Page",

whichever is the latest.

On the renewal date of "your" policy, if required, "We" will automatically increase the amounts of insurance shown on the "Declaration Page" under SECTION I, by amounts which are solely attributable to the inflationary increases since the latest renewal date.

2. **Refrigerator and Freezer Foods:** "We" insure food and medication while contained in any refrigerator or food freezer unit(s) located within, or on "your" "Premises" for loss up to \$1,000 per occurrence when caused by a power failure or mechanical breakdown of such unit(s). "You" may apply a part of this limit to any reasonable expenses incurred but does not include repair or replacement parts; to reduce or avert the loss.
- "We" do not insure loss or damage:
- a) due to accidental or deliberate manual disconnection of the appliance from the electrical power supply on "your" "Premises";
 - b) due to inherent vice and/or natural spoilage;
 - c) due to "your" failure to take all reasonable steps to prevent further loss or damage to the insured property; or
 - d) due to expenses incurred in the acquisition of the food.

No deductible applies to this Additional Coverage.

3. **Fire Department Charges:** "We" will reimburse "You" for up to \$5,000 per occurrence if "You" are legally obligated to pay "your" municipal fire department resulting from charges incurred for attending "your" "Premises" to save or protect insured property from loss or damage, or further loss or damage, due to an insured peril.

No deductible applies to this Additional Coverage.

4. **LIMITED EXTENSION OF TERMINATION or EXPIRY DATE – DECLARED EMERGENCY SITUATION:** The effective date of the termination or expiry date of this policy is extended, subject to the conditions and definitions set out below, when an "emergency" is declared by a Canadian public authority designated by statute for the purpose of issuing such an order.
- 1) The "emergency" must have a direct effect or impact on:
 - a) the insured, the insured site or insured property located in the declared emergency area; or
 - b) the operations of the insurer or its agent or broker located in the declared emergency area.
 - 2) Any time limitation described in the Termination condition of this policy, with respect to termination of this policy by the Insurer, will not continue to run until the "emergency" is terminated plus the lesser of:
 - a) 30 days; or
 - b) the number of days equal to the total time the "emergency" order was in effect.
 - 3) If the policy is due to expire during an "emergency", it will continue in force until the "emergency" is terminated plus the lesser of:
 - a) 30 days; or
 - b) the number of days equal to the total time the "emergency" order was in effect.
 - 4) In no event shall the total term of this extension exceed 120 consecutive days;
 - 5) The Insured agrees to pay the pro-rata premium earned for the additional time the Insurer remains on risk as a result of the above;
 - 6) This coverage extension does not extend the indemnity period for any business interruption claim already in progress with the insurer;
 - 7) This coverage extension does not extend the indemnity period for any business interruption claim arising from an insured loss that occurs during the time in which this endorsement has effect;
 - 8) This coverage extension does not reinstate coverage for which the cancellation period has already expired; and
 - 9) This coverage extension does not allow additional time for claims reporting provisions.

With respect to this Additional Coverage, "Emergency" means the first statutory declaration of an emergency:

- 1) With respect to a situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident, or an act whether intentional or otherwise; or
 - 2) Provided for by the relevant governing legislation if different from 1. above.
- but does not include any subsequent statutory declaration(s) that may be issued relating to the same event.
5. **Permission to Remove Property:** If "You" must remove insured property from "your" "Premises" to protect it from loss or damage by an insured peril, it is insured by this policy 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.

INSURED PERILS - SECTION I

COVERAGES A,B and C

"We" insure the property described in Coverages A,B and C against direct physical loss or damage caused by the following perils as described and subject to the exclusions, limitations, and conditions of this form.

1. FIRE or LIGHTNING.
2. EXPLOSION. This peril does not include "Water" hammer or rupture of any vessel or conduit due to "Water" or steam pressure.
3. SMOKE: This peril means smoke due to a sudden, unusual, and faulty operation of any heating or cooking unit in or on the "Premises", but not smoke from fireplaces or wood stoves.
4. FALLING OBJECT: This peril means a falling object which strikes the exterior of the "Dwelling" or building, but not objects which strike because of snowslide, iceslide, landslide or any other earth movement.
5. IMPACT BY AIRCRAFT OR LAND VEHICLE: This peril does not include any impact by a vehicle owned or operated by "You", "your" employees, or members of "your" household. Animals are not insured under this peril.
6. RIOT.
7. WATER ESCAPE: This peril means:
 - (a) the sudden and accidental escape of "Water" from within a "Water main";
 - (b) the sudden and accidental escape of "Water" or steam from within a heating, sprinkler, air conditioning or plumbing system, or a "Domestic Water Container" which is located inside "your" "Dwelling";
 - (c) The sudden and accidental escape of "Water" from an outdoor plumbing system, or "Domestic Water Container", which is located outside "your" "Dwelling", and on "your" "Premises";
 - (d) "Water" which enters through an opening which has been created suddenly and accidentally by an insured peril;But "We" do not cover loss or damage:
 - i) caused by continuous or repeated "Seepage" or "Leakage" of "Water";
 - ii) caused by "Flood", this exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but "You" are still insured for ensuing loss or damage which results directly from fire or explosion;
 - iii) caused by backing up or escape of "Water" from a sewer or drain, sump or septic tank;
 - iv) caused by "Ground Water" or rising of the water table;
 - v) caused by "Surface Waters", unless the "Water" escapes from a "Water main" or "Domestic Water Container" located outside "your" "Dwelling";
 - vi) to "Water mains", heating, sprinkler, air conditioning or plumbing system, or a "Domestic Water Container" from which the "Water" escaped;
 - vii) to outdoor plumbing systems, "Domestic Water Containers" and attached equipment located outside "your" "Dwelling", and on "your" "Premises" caused by freezing, "Water", or rupture;
 - viii) occurring while the "Dwelling" is "Under Construction" or "Vacant", even if permission for construction or vacancy has been given by "us";
 - ix) caused by freezing of any part of a heating, sprinkler, air conditioning or plumbing system or "Domestic Water Container" unless it happens within a "Dwelling" heated during the usual heating season and "You" have not been away from "your" "Premises" for more than 4 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; or
 - x) caused by freezing in an unheated portion of the "Dwelling".

"We" will replace or repair any parts of the building that must be removed or torn apart before any before "Water" damage covered by this form can be repaired, except damage related to an outdoor swimming pool or equipment attached, or public "Water mains".

8. WINDSTORM or HAIL: This peril does not include loss or damage to "your" personal property not contained within a building. It also does not include loss or damage to "your" personal property or to the interior of a building caused by windstorm, hail, or coincidental rain damage, unless the storm first creates an opening in the building. This peril does not include damage:
 - (a) to awnings;
 - (b) to outdoor radio and/or TV antennae, towers, satellite receivers and their attachments;
 - (c) due to weight or pressure of ice or snow, waves, "Flood", land subsidence, whether driven by wind or not.

LOSS OR DAMAGE NOT INSURED – SECTION I

Property Excluded:

"We" do not insure loss or damage to:

1. "your" insured property when "your" "Dwelling" has to "your" knowledge, been "Vacant" for more than 30 consecutive days;
2. "Dwellings", buildings, or structures used in whole or in part or designed for "Farming", commercial or "Business" purposes unless declared on the "Declaration Page";
3. "Dwellings" or "Detached Private Structure(s)" while being moved or transported;
4. any property illegally acquired, used, kept, stored, transported, or property subject to forfeiture;
5. any property lawfully seized, forfeited, or confiscated unless such property is destroyed to prevent the spread of fire;
6. property resulting from a change in ownership of property that is agreed to, even if that change was brought about by trickery or fraud;
7. electrical devices or appliances caused by electrical currents other than lightning;
8. lawns, outdoor trees, shrubs or plants except as provided under ADDITIONAL COVERAGES – SECTION I of this policy;
9. 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;
10. domestic pets;
11. retaining walls not constituting part of any insured building;
12. buildings and/or structures, and their contents, including any Personal Property, used in whole or in part for the illegal cultivation, harvesting, processing, manufacture, distribution or sale of cannabis or any product derived from, or containing, cannabis or any other substance falling within the Schedules of the Controlled Drugs and Substances Act, whether or not the insured is aware of such use of the property;
13. livestock; or
14. a) "Data"; or
b) loss or damage resulting from, contributed to, or caused directly or indirectly by "Data Problem".
However, if loss or damage caused by "Data Problem" results in the occurrence of further loss or damage to property insured that is directly caused by "Specified Peril(s)" as defined in this policy, this exclusion (b) shall not apply to such resulting loss or damage.

Perils Excluded:

"We" do not insure loss or damage resulting from, contributed to, or caused directly or indirectly:

15. or occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
 16. by 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;
 17. by contamination by radioactive material;
 18. by or resulting from contamination or pollution or the release, discharge, or dispersal of contaminants or "Pollutant(s)";
 19. by wear, tear, gradual deterioration, latent defect or mechanical breakdown, rust, corrosion, extremes of temperature, wet or dry rot, "Fungi" or "Spore(s)", or contamination;
 20. by scratching, marring, chipping or abrasion of any property or breakage of any fragile or brittle articles unless caused by a "Specified Peril(s)", impact by watercraft, or theft or attempted theft;
 21. by birds, moths, vermin (such as skunks and raccoons), rodents (such as squirrels and rats), insects, bats, or domestic pets;
 22. by an intentional or criminal act or failure to act by:
 - a) "You" or any person insured by this policy; or
 - b) any other person at the direction of any person insured by this policy; or
 - c) "your" employees or anyone to whom the damaged or lost property was entrusted.
- 1) This exclusion applies only to the claim of a person:
 - i) whose act or omission caused the insured loss or damage;
 - ii) who abetted or colluded in the act or omission;
 - iii) who consented to the act or omission and knew or ought to have known that the act or omission would cause the insured loss or damage; or
 - iv) who is in a class prescribed by regulation.
 - 2) An insured person to whom this exclusion does not apply:
 - i) must co-operate with "us" in respect of the investigation of the loss or damage, including without limitation;
 - by submitting to an examination under oath, if requested by "us";

- by producing for examination at a reasonable time and place designated by “us”, documents specified by “us” that relate to the loss or damage; and
 - by permitting extracts and copies of such documents to be made, all at a reasonable time and place designated by “us”.
- ii) cannot recover more than their proportionate interest in the lost or damaged property.
23. by the cost involved to correct faulty or improper material, workmanship, or design;
 24. because of increased costs of repair or replacement due to the operation of any law or by-law regulating the zoning, demolition, repair or construction of buildings and their related services;
 25. by impact of waterborne objects, including ice, whether driven by wind or not;
 26. in whole or in part by “Terrorism” or by any activity or decision of a government agency or other entity to prevent, respond to or terminate “Terrorism” regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but “You” are still insured for ensuing loss or damage which results directly from fire or explosion;
 27. by “Cyber Incident”; or
 28. the transmission of any “Communicable Disease” by any person insured by this policy.
 - 1) For the purpose of this exclusion, this policy does not insure any loss, damage, claim, fine, penalty, judgment, cost, expense, or other amount, directly or indirectly arising out of, caused by, resulting from, in consequence of, in connection with, contributed to by, attributable to, or in any way involving (regardless of any other cause or event contributing concurrently or in any other sequence thereto):
 - a) a “Communicable Disease”;
 - b) the fear or threat (whether actual or perceived) of a “Communicable Disease”; or
 - c) any action taken in controlling, preventing, suppressing or in any way relating to any incidence, outbreak, epidemic or pandemic or threat of incidence, outbreak, epidemic or pandemic of a “Communicable Disease”.
 - 2) For the purposes of this exclusion, loss, damage, claim, fine, penalty, judgment, cost, expense, or other amount includes, but is not limited to, loss of revenue or income and/or “Replacement Costs” of, deterioration of, depreciation of, loss of value or marketability of, or loss of use of any property, as well as any cost to clean, sanitize, remediate, detoxify, remove, monitor, or test with respect to:
 - a) for a “Communicable Disease”, or
 - b) any property that is affected or may be affected by such “Communicable Disease”.

BASIS OF CLAIM PAYMENT – SECTION I

“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.

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

Insurance cannot be a source of profit.

Deductible: In any one occurrence, “We” are responsible only for the amount by which the insured loss or damage exceeds the amount of the deductible shown on the “Declaration Page”.

If one occurrence could lead to the application of more than one deductible, only the largest deductible will apply.

If “your” claim involves Personal Property on which the Special Limits Applicable to Some Personal Property apply, the limitations apply to losses exceeding the deductible amount.

“Actual Cash Value” will consider the cost to repair or replace the lost or damaged property, whichever is less, with new materials of similar kind, quality, and usefulness, but with proper deduction for depreciation.

In determining the proper deduction for depreciation, “We” will consider:

- the condition of the property immediately before the loss or damage;
- the use of the property and its obsolescence;
- its resale value; and
- its normal life expectancy.

Insurance Under More Than One Policy:

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

In all other cases, “our” policy will pay its ratable proportion of an insured loss.

PP-1704-0124

PRIVATE RESIDENCE UNDER RENOVATION ENDORSEMENT – EOB-0630-0113

Homeowners Comprehensive Form

If the "Declaration Page" indicates that this endorsement has been purchased the property and liability sections of the policy to which it is attached are amended as follows:

This endorsement will have full force and effect for a period not to exceed six (6) months from the inception date of the endorsement or when all spaces of the "dwelling" become occupied as a private residence, whichever occurs first. At the end of six months or when all spaces of the residence becomes occupied this endorsement will cease to be in effect, the coverage reverts to the coverage and exclusions contained in the Homeowners coverage indicated on the "Declaration Page".

The additional premium charged for this endorsement is fully earned after six (6) months from the inception date of the policy or when the "dwelling" becomes occupied as a private residence, whichever occurs first.

It is understood and agreed, that until such time that the private residence is completed and occupied, Residential Property – Standard Form applies and is amended as follows:

Under COVERAGE A – DWELLING BUILDING (Item 4) the following sentence is deleted "'We' insure against the peril of theft only when 'your' 'dwelling' is completed and ready to be occupied."

Under OPTION 2: RESIDENTIAL PROPERTY – PLUS FORM – EXCLUSIONS

Perils Excluded 15 vii) "occurring while the 'dwelling' is 'under construction' or 'vacant', even if permission for construction or vacancy has been given by 'us';" **is amended to read** "occurring while the 'dwelling' is 'vacant', even if permission for vacancy has been given by 'us';"

Perils Excluded 18 "by vandalism or malicious acts or theft or glass breakage occurring while 'your' 'dwelling' is 'under construction' or 'vacant' even if permission for construction or vacancy has been given for 'us'" **is amended to read** "by glass breakage or damage in the section being renovated occurring while a 'dwelling' is being renovated but glass coverage will apply as such time that the glass is properly installed, forming part of the 'dwelling'."

Additional Exclusions

The following exclusions are added:

- a. "'We' do not insure loss or damage to scaffolding, forms, tools and equipment including spare parts and accessories usual to the building trade, whether owned by, loaned to, rented to or leased to the Insured."
- b. "'We' do not insure any loss or shortage disclosed on taking inventory or making appraisal, or any mysterious disappearance."

PRIVATE RESIDENCE UNDER CONSTRUCTION OWNER'S CONSTRUCTION LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under

SECTION 2 – LIABILITY COVERAGE

If the "Declaration Page" indicates that this endorsement has been purchased the following 'Special Limitation' and 'Additional Definition' are added to this policy:

SPECIAL LIMITATIONS

Private Residence under Construction

Private Residence Being Built for You: "You" are insured against claims arising from the construction of a private residence, to be occupied by "you", at the "premises" described on the "Declaration Page" while you are acting as the general contractor including:

- a) operations performed for "you" by volunteers;
- b) "your" acts or omissions in connection with the general supervision of the operations of independent contractors which are covered by this endorsement.

Additional Definition:

"Residence Employee" in this Section has the same meaning as in Section 1. In addition the following persons are insured:

1. any person acting as a "volunteer" in the construction activity to which this endorsement applies.

All other terms and conditions of the policy remain in full force and effect.

EOB-0630-0113

PRIVATE RESIDENCE UNDER RENOVATION ENDORSEMENT – EOB-0635-0113

Homeowners Name Perils Form

If the "Declaration Page" indicates that this endorsement has been purchased the property and liability sections of the policy to which it is attached are amended as follows:

This endorsement will have full force and effect for a period not to exceed six (6) months from the inception date of the endorsement or when all spaces of the "dwelling" become occupied as a private residence, whichever occurs first. At the end of six months or when all spaces of the residence becomes occupied this endorsement will cease to be in effect, the coverage reverts to the coverage and exclusions contained in the Homeowners coverage indicated on the "Declaration Page".

The additional premium charged for this endorsement is fully earned after six (6) months from the inception date of the policy or when the "dwelling" becomes occupied as a private residence, whichever occurs first.

It is understood and agreed, that until such time that the private residence is completed and occupied, Residential Property – Standard Form applies and is amended as follows:

Under COVERAGE A – DWELLING BUILDING (Item 4) the following sentence is deleted "'We' insure against the peril of theft only when 'your' 'dwelling' is completed and ready to be occupied."

Under INSURED PERILS – Peril 7 VANDLISM or MALICIOUS ACTS Exclusion a) "loss or damage occurring while the 'dwelling' is 'under construction' or 'vacant' even if permission for construction or vacancy has been given by 'us'" **is amended to read** "loss or damage occurring while the 'dwelling' is 'vacant' even if permission for vacancy has been given by 'us'".

Under INSURED PERILS – Peril 8 WATER ESCAPE Exclusion vii) "occurring while the 'dwelling' is 'under construction' or 'vacant', even if permission for construction or vacancy has been given by us;" is amended to read "occurring while the 'dwelling' is 'vacant', even if permission for vacancy has been given by 'us';"

Under INSURED PERILS – Peril 10 GLASS BREAKAGE the sentence "This peril does not include loss or damage occurring while a building is 'under construction' or 'vacant' even if permission for construction or vacancy has been given by 'us'" **is amended to read** "This peril does not include loss or damage occurring while a building is 'under construction' but glass coverage will apply as such time that the glass is properly installed, forming part of the 'dwelling'."

Under INSURED PERILS – Peril 12 THEFT, INCLUDING DAMAGE CAUSED BY ATTEMPTED THEFT Exclusion (c) "to property in or from a 'dwelling' 'under construction' or of materials and supplies for use in the construction until the 'dwelling' is completed and ready to be occupied." is deleted.

Under LOSS OR DAMAGE NOT INSURED

The following exclusions are added:

- a. "'We' do not insure loss or damage to scaffolding, forms, tools and equipment including spare parts and accessories usual to the building trade, whether owned by, loaned to, rented to or leased to the Insured."
- b. "'We' do not insure any loss or shortage disclosed on taking inventory or making appraisal, or any mysterious disappearance."

PRIVATE RESIDENCE UNDER CONSTRUCTION OWNER'S CONSTRUCTION LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under

SECTION 2 – LIABILITY COVERAGE

If the "Declaration Page" indicates that this endorsement has been purchased the following 'Special Limitation' and 'Additional Definition' are added to this policy:

SPECIAL LIMITATIONS

Private Residence under Construction

Private Residence Being Built for You: "You" are insured against claims arising from the construction of a private residence, to be occupied by "you", at the "premises" described on the "Declaration Page" while you are acting as the general contractor including:

- a) operations performed for "you" by volunteers;
- b) "your" acts or omissions in connection with the general supervision of the operations of independent contractors which are covered by this endorsement.

Additional Definition:

"Residence Employee" in this Section has the same meaning as in Section 1. In addition the following persons are insured:

2. any person acting as a "volunteer" in the construction activity to which this endorsement applies.

All other terms and conditions of the policy remain in full force and effect.

EOB-0635-0113

BUILDERS RISK COVERAGE BROAD FORM – ECF-1580-0222

WORDS AND PHRASES IN QUOTATIONS HAVE SPECIAL MEANING AS DEFINED IN CLAUSE 9 DEFINITIONS

1. Indemnity Agreement

In the event that any of the property insured be lost or damaged by an insured peril, the Insurer will indemnify the Insured against the direct loss so caused to an amount not exceeding whichever is the least of:

- a. The "replacement cost" value of the property and the labour costs at the time of loss or damage but in no event to exceed the amount necessarily expended for "replacement";
- b. The interest of the Insured in the property;
- c. The limit of insurance specified on the "Declaration Page" in respect of the property lost or damaged.

Provided, however, that where the insurance applies to the property of more than one person or interest, the Insurer's total liability for loss sustained by all such persons and interests shall be limited in the aggregate to the limit of insurance as specified on the "Declaration Page".

2. Insured Property

This Coverage Form, except as provided in this Coverage Form, insures the following property at the "project site" to the limit of insurance as specified on the "Declaration Page":

- a. Property in the course of construction, installation, reconstruction or repair other than property as described in 2b and 2c:
 - i) Owned by the Insured;
 - ii) Owned by others, provided that the value of such property is included in the limit of insurance;all to enter into and form part of the completed project including expendable materials and supplies, not otherwise excluded, necessary to complete the project.
- b. Landscaping, growing trees, plants, shrubs or flowers provided that the value of such property is included in the limit of insurance. This property is insured only to the extent that "replacement" and restoration is necessary to complete the project.
- c. Temporary buildings, scaffolding, falsework, forms, hoardings, excavation, site preparation and similar work, provided that the value of these is included in the amount of insurance then only to the extent that "replacement" or restoration is necessary to complete the project.
- d. Temporary infrastructures, utilities, dewatering systems, protective equipment and site offices, including contents within the site offices then only to the extent that "replacement" or restoration is necessary to complete the project.

3. Extensions of Coverage

The following extensions of coverage shall not increase the limit of insurance applying under this Coverage Form and are subject to all conditions of this Coverage Form.

- a. **Removal:** If any of the insured property is necessarily removed from the "project site" to prevent loss or damage or further loss or damage thereto, that part of the insurance under this Coverage Form that exceeds the amount of the Insurer's liability for any loss already incurred shall, for 7 days only or for the unexpired term of the Policy, if less than 7 days, insure the property removed and any property remaining at the "project site" in the proportions which the value of the property in each of the respective locations bears to the value of the property in them all.
- b. i) **Debris Removal:** The Insurer will indemnify the Insured for expenses incurred in the removal from the "project site" of debris of the property insured, occasioned by loss or damage to such property, for which loss or

damage insurance is afforded under this Coverage Form. The amount payable under this extension shall not exceed 25% of the total amount payable for the direct physical loss to property insured plus the amount of the applicable deductible.

If applicable, debris removal expense shall not be considered in the determination of "actual cash value" for the purpose of applying the co-insurance clause.

Debris removal will not apply to the costs or expenses to "clean-up" "pollutants" from land or water or for testing, monitoring, evaluating or assessing of an actual, alleged, potential, or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants".

- A. **Removal of Windstorm Debris:** The Insurer will indemnify the Insured for expenses incurred in the removal of debris or other property which is not insured by this Coverage Form but which has been blown by windstorm upon the construction "project site".

Removal of windstorm debris will not apply to the costs or expenses to "clean-up" "pollutants" from land or water or for testing, monitoring, evaluating or assessing of an actual, alleged, potential, or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants".

- c. **Offsite Coverage:** This Coverage Form insures the property described in section 2:
- i) while in transit in Canada and continental United States of America (excluding Alaska) for the limit of insurance as specified on the "Declaration Page";
 - ii) at any location in Canada and continental United States of America (excluding Alaska) other than in transit or while being manufactured or undergoing any process, for the limit of insurance as specified on the "Declaration Page".
- d. **Permission:** The Insurer hereby grants permission to the Insured to immediately carry out necessary and reasonable repairs which can be undertaken by the Insured in respect of partial damage insured herein, up to a maximum of \$10,000 but not exceeding any applicable limit of liability. If insurance in respect of such repairs is provided by this Coverage Form and subject to the deductible and any limit of liability stated in Section 2, the Insurer will reimburse the Insured for their proportion of the actual cost of such repairs. Nothing in this clause shall be deemed to have waived the requirement that notice of loss be given forthwith to the Insurer as provided by this Coverage Form.

4. Deductible

The Insurer is liable for the amount by which the loss or damage caused by any of the perils insured against exceeds the amount of the deductible specified on the "Declaration Page" in any one "occurrence". If one "occurrence" could lead to the application of more than one deductible only the largest deductible will apply.

5. Insured Perils

This Coverage Form, except as herein provided, insures against all risks of direct physical loss of or damage to the property insured.

6. Property Excluded

This Coverage Form does not insure loss of or damage to:

- a. Property at a "project site", which to the knowledge of the Insured is vacant, unoccupied, or has been shut down for more than 30 consecutive days.
- b. Electrical devices, appliances or wiring caused by artificially generated electrical currents, including arcing, unless fire or "explosion" ensues and then only for such ensuing loss or damage, provided such perils are not excluded in 7A, 7B, 7C, 7D, 7E, or 7F
- c. Money, bullion, platinum and other precious metals and alloys, securities, stamps, tickets and tokens, evidence of debt or title.

- d. Automobiles, watercraft, amphibious or air cushioned vehicles, aircraft, unmanned air vehicles, spacecraft, trailers, motors or other accessories attached to or mounted on such property.
- e. Property illegally acquired, kept, stored, transported or property subject to forfeiture, seized or confiscated for breach of any law or by order of any public authority.
- f. Property
 - i) while waterborne, from the commencement of loading until completion of discharge except on a ferry, railway car or transfer barge or all in connection with land transportation;
 - ii) insured under a marine or ocean cargo policy;
 - iii) aboard or being transported by any aircraft.
- g. "Contractor's" tools and equipment including spare parts and accessories whether owned, loaned, hired or leased, other than property specified in 2©.

7. Perils Excluded

- A. This Coverage Form does not insure against loss or damage resulting from, contributed to or caused directly or indirectly by:
 - a. the cost of making good:
 - i) faulty or improper material;
 - ii) faulty or improper workmanship;
 - iii) faulty or improper design;unless physical damage not otherwise excluded by this policy results, in which event this coverage form will insure such "resultant damage";
 - b. penalties or liquidated damages for non-completion of or delay in completion of contract or non-compliance with contract conditions or costs incurred solely in an effort to eliminate or reduce penalties or liquidated damages for which the Insured may be contractually liable;
 - c. any increase in the "replacement cost" occasioned by a restriction or prohibition in any by-law, regulation, ordinance or law;
 - d. wear and tear, gradual deterioration, maintenance and repair, latent defect or inherent vice, provided, however, to the extent otherwise insured and not otherwise excluded under this Coverage Form, "resultant damage" to the property is insured;
 - e. mysterious disappearance or shortage of insured property disclosed on taking inventory;
 - f. cessation of work or by interruption of construction, unless directly caused by a peril otherwise insured and not otherwise excluded under this Coverage Form;
 - g. by seepage, leakage or influx of water derived from natural sources through basement walls, doors, windows or other openings therein, foundations, basement floors, sidewalks, sidewalk lights, or by the backing up of sewers, sumps, septic tanks or drains, unless concurrently and directly caused by a peril not otherwise excluded under this Coverage Form;
 - h. by the entrance of rain, sleet or snow through doors, windows, skylights or other similar wall or roof openings unless through an aperture concurrently and directly caused by a peril not otherwise excluded under this Coverage Form

- i. earthquake, except for ensuing loss or damage which results directly from fire, "explosion", smoke or "leakage from fire protective equipment", provided such perils are not otherwise excluded in this Coverage Form;
- j. "flood", including waves, tides, tidal waves, tsunamis, storm surge whether caused by "Coastal Flooding" or "Shoreline Flooding, but this exclusion does not apply to ensuing loss or damage which results directly from fire, "explosion", smoke or "leakage from fire protective equipment", provided such perils are not otherwise excluded in this Coverage;
- k. centrifugal force, mechanical or electrical breakdown or derangement provided, however to the extent otherwise insured and not otherwise excluded under this Coverage Form, "resultant damage" to the property shall be insured;
- l. rust or corrosion, frost or freezing or contamination unless caused directly by a peril not otherwise excluded in this Coverage Form;
- m. dampness or dryness of atmosphere, changes of temperature, heating, shrinkage, evaporation, loss of weight, leakage of contents, exposure to light, change in colour or texture or finish, marring, scratching or crushing, but this exclusion does not apply to loss or damage caused directly by fire, lightning, "explosion", "impact by aircraft, spacecraft or land vehicle", riot, strike, vandalism, malicious acts, rupture of pipes or breakage of apparatus, theft or attempt thereof or accident to transporting conveyance provided such perils are not otherwise excluded in this Coverage Form;
- n. smoke from agricultural smudging or industrial operations;
- o. birds, moths, vermin (such as skunks and raccoons), rodents (such as squirrels and rats), insects, bats but this exclusion does not apply to loss or damage caused directly by a peril not otherwise excluded in this Coverage Form;
- p. delay, loss of market or loss of use or occupancy;
- q. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power;
- r. any nuclear incident as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute, by contamination by radioactive material 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;
- s. any dishonest, fraudulent or criminal act on the part of the Insured, partner or any other party of interest, employees or agents (Directors, Officers, Trustees or Managers) of the Insured, or any person to whom the property may be entrusted (bailees for hire excepted) where acting alone or in collusion with others, but this exclusion does not apply to physical damage caused directly by employees of the Insured, which results from peril otherwise insured and not otherwise excluded under this Coverage Form;
- t. loss directly or indirectly, approximately or remotely, arising in consequence of or contributed to by the enforcement of any by-law, regulation, ordinance or law regulating zoning or the demolition, repair or

construction of buildings or structures, which by-law, regulation, ordinance or law makes it impossible to repair or reinstate the property as it was immediately prior to the loss;

- u. the disturbance or erasure of electronic recordings by electric or magnetic injury except by lightning;
- v. property used in whole or in part for the illegal cultivation, harvesting, processing, manufacture, distribution or sale of cannabis or any product derived from, or containing, cannabis or any other substance falling within the Cannabis Act, whether or not the insured is aware of such use of the property.

B. Asbestos Exclusion

This Coverage Form does not insure against asbestos material removal or demolition or increased cost of reconstruction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating asbestos material or any government direction declaring that asbestos material present in, or part of, or utilized on any portion of the insured "project site" must be removed or modified.

C. Data and Data Problem Exclusion

- a. This Coverage Form does not insure "Data".
- b. This Coverage Form does not insure loss or damage caused directly or indirectly by "Data Problem". However, if loss or damage caused by "Data Problem" results in the occurrence of further loss of or damage to property insured that is directly caused by fire or lightning, "explosion", "impact by aircraft, spacecraft or land vehicle", "leakage from fire protective equipment", "windstorm or hail", this exclusion b. shall not apply to such resulting loss or damage.

D. Fungi and Spores Exclusion

This form does not insure:

- a. loss or damage consisting of or caused directly or indirectly, in whole or in part, by any "fungi" or "spores". This exclusion does not apply:
 - i) if the "fungi" or "spores" are directly caused by a peril not otherwise excluded in this coverage form, or
 - ii) to loss or damage caused directly by a resultant peril not otherwise excluded in this coverage form;
- b. the cost or expense for any testing, monitoring, evaluation or assessing of "fungi" or "spores".

E. Pollution Exclusion

This Form does not insure against:

- a. loss or damage caused directly or indirectly by any actual or alleged spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants", nor the cost or expense of any resulting "clean up", but this exclusion does not apply:
 - i) If the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants" is the direct result of a peril not otherwise excluded under this Form;
 - ii) to loss or damage caused directly by a peril not otherwise excluded under this Form;
- b. cost or expense for any testing, monitoring, evaluating or assessing of an actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants".

F. Terrorism Exclusion

This Coverage Form does not insure loss or damage caused directly or indirectly, in whole or in part, by "terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism", regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the loss or damage except for ensuing loss or damage which results directly from fire or "explosion";

8. Conditions

a. Basis of Settlement

Any claim for loss or damage insured hereunder shall be adjusted with the Named Insured and the measure of recovery shall be based on the cost of repairing, replacing or reinstating (whichever is the least) with new material of like kind and quality and for like occupancy, on the same site without deduction for depreciation and normal profit and overhead of insured "contractors", "subcontractors", and consultants provided that:

- i) liability shall in no event exceed the amount actually and necessarily expended for repairs, "replacement" or reinstatement; and
- ii) liability shall in no event exceed the applicable limit of insurance specified in the "Declaration Page" for this Coverage Form.

If the property is not repaired, replaced or reinstated the measure of recovery shall be the actual cash value of the property at the time of loss.

Any "contractor" or "subcontractor" insured hereunder shall be entitled to recovery of the normal margin of profit on repairs, "replacement" or reinstatement done by an Insured or for an Insured, of property loss or damage of which is insured hereunder. This margin of profit shall not apply to materials and supplies which have not entered into construction at the time of loss.

b. Co-Insurance

This clause applies to each item for which a co-insurance percentage is specified on the "Declarations Page" and only where the total loss exceeds the lesser of 5% of the applicable amount or \$10,000

The Insured shall maintain insurance concurrent with this Form on the property insured to the extent of at least the amount produced by multiplying the "actual cash value" of the property by the co-insurance percentage specified on the "Declaration Page", and failing so to do, 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.

c. Bills of Lading

The Insured may, without prejudice to this insurance, accept such bills of lading, receipts or contracts of carriage as are ordinarily issued by carriers, containing a limitation as to value of goods and/or merchandise, but only in connection with the insured construction "project site".

d. Breach of Conditions

Where damage or a loss occurs and there has been a breach of condition relating to a matter before the happening of the damage or loss, which breach would otherwise disentitle the Insured from recovery under this Coverage Form, the breach shall not disentitle the Insured from recovery if the Insured establishes that the damage or loss was not caused or contributed to by the breach of condition or if the breach of condition occurred in any portion of the construction "project site" over which the Insured has no control.

If a condition is breached the Insurer is automatically discharged from liability in respect to a claim for loss or damage and therefore has no reason to suggest that in the circumstances of a breach of condition the Insurer should not be free to elect whether to reject or accept the claim for damage or loss.

e. Cessation of Coverage

This Coverage Form ceases to insure the construction "project site":

- i) when the insured construction "project site" is formally accepted by the owner as being complete; or
- ii) when left unattended for more than 30 (thirty) consecutive days or when construction activity has ceased for more than 30 (thirty) consecutive days; or
- iii) the expiration of this insurance;

whichever first occurs.

f. Inspection

The Insurer shall be permitted to inspect the insured construction "project site" and operations at any reasonable time during the Policy period and any extension thereof. The Insurer waives no right and undertakes no responsibility by reason of such inspection or the omission thereof.

g. Loss Adjustment

Any claim for loss or damage under this Coverage Form shall be adjusted with, if named herein, the Owner or the General Contractor.

h. Other Insurance

The Insurer shall not be liable hereunder for more than the proportion of any loss or damage which the amount of this Coverage Form bears to the total of insurance under all contracts attaching, irrespective of whether such other contracts provide extended coverage:

- i) if this Coverage Form covers two or more items this clause shall apply separately to each item; and
- ii) if the Insured has at the date of this Policy any other insurance on property covered hereby, which is not disclosed to the Insurer or hereafter effects any other insurance thereon without the written consent of the Insurer, this Policy shall be void.

i. **Premium Adjustment**

This clause is applicable only if the premium terms for this Coverage Form is on a reporting basis and an adjustable rate (provisional) is being applied. The following will apply:

- i) Within 30 days after the construction project ends or the termination or expiration of this policy, the Insured shall report to the Insurer the actual completed contract price and the value of any property not included in such completed contract price and insured herein or in the absence of a contract price, the Insured shall report the total completed value of the construction project.
- ii) Within 30 days after the construction project ends or the termination or expiration of this policy, the Insured shall report to the Insurer the actual completed construction project end date.

The actual premium shall be calculated from the inception date of this Coverage Form or from the actual start date of the construction at the "project site" to the actual construction completion date of the construction project, on the total contract price or value reported, at the rate agreed upon.

If the premium so calculated exceeds the provisional premium, the Insured shall pay to the Insurer the amount of such excess. If such premium is less than the provisional premium, the Insurer shall refund to the Insured the amount of the difference.

j. **Reinstatement**

Damage or loss under any item of this Coverage Form shall not reduce the applicable limit of insurance.

k. **Subrogation**

The Insurer, upon making any payment or assuming liability therefor under this Coverage Form, shall be subrogated to all rights of recovery of the Insured against others and may bring action to enforce such rights. Notwithstanding the foregoing, all rights of subrogation are hereby waived against any corporation, firm, individual or other interest with respect to which insurance is provided by this Coverage Form.

Where the net amount recovered, after deducting the costs of recovery, is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount shall be divided between the Insurer and the Insured in the proportion in which the loss or damage has been borne by them respectively.

Any release from liability entered into by the Insured prior to loss shall not affect the right of the Insured to recover.

However, the Insurer shall retain their subrogated rights against architects and engineers for their liability in the event of loss or damage caused by or resulting from any error in design or any other professional error or omission pertaining to the subject of this insurance.

l. **Verification of Values**

The Insurer or its duly appointed representative shall be permitted at all reasonable times during the term of this Coverage Form or within a year after terminating or expiration to inspect the property insured and to examine the insured's books, records and such policies as they relate to any property insured hereunder. This inspection or examination shall not waive nor in any manner affect any of the terms or conditions of this Coverage Form.

9. Definitions

Wherever used in this Coverage Form:

- a. **"Actual Cash Value"** will consider the cost to repair or replace the lost or damaged property, whichever is less, with new materials of similar kind, quality, and usefulness, but with proper deduction for depreciation. In determining the proper deduction for depreciation, "we" will consider:
 - a. The use of the property and its obsolescence;
 - b. Its resale value; and

- c. Its normal life expectancy.
- b. **"Clean-up"** means the removal, containment, treatment, decontamination, detoxification, stabilization, neutralization or remediation of "pollutants", including testing which is integral to the aforementioned processes.
- c. **"Coastal Flooding"** means flooding that occurs along the coasts of saltwater oceans or seas.
- d. **"Contractor"** means any person, firm or corporation entering into a contract with or agreeing with or being requested by the owner to provide, supply or lease work, services, materials, or equipment, or any combination thereof, in connection with the insured construction project.

Contractor will not include consulting engineers, consulting architects, or suppliers who perform no work at the insured construction "project site".

- e. **"Data"** means representations of information or concepts in any form.
- f. **"Data Problem"** means:
 - i) erasure, destruction, corruption, misappropriation, misinterpretation of "data"; or
 - ii) error in creating, amending, entering, deleting or using "data"; or
 - iii) inability to receive, transmit or use "data".
- g. **"Declaration Page"** means the Declaration Page applicable to this Coverage Form.
- h. **"Explosion"** means, except with respect to explosion of natural, coal or manufactured gas, there shall in no event be any liability hereunder for loss or damage caused by explosion, rupture or bursting or of the following property owned, operated or controlled by the Insured:
 - 1.
 - a. the portions containing steam or water under steam pressure of all boilers generating steam, and piping or other equipment connected to said boilers and containing steam or water under steam pressure;
 - b. piping and apparatus or parts thereof normally containing steam or water under steam pressure from an external source and while under such pressure;
 - c. the combustion chambers or fire boxes of steam generating boilers of the chemical recovery type and the flues or passages which conduct the gases of combustion therefrom;
 - d. smelt dissolving tanks;
 - 2. other vessels and apparatus, and pipes connected therewith, while under pressure, or while in use or in operation, provided their maximum normal internal working pressure exceeds 103 kilopascals (15 pounds per square inch) above atmospheric pressure except that liability is specifically assumed for loss or damage resulting from the explosion of manually portable gas cylinders;
 - 3. moving or rotating machinery or parts of same when such loss or damage is caused by centrifugal force or mechanical breakdown;
 - 4. any vessels and apparatus and pipes connected therewith while undergoing pressure tests, but this exclusion shall not apply to other property insured hereunder that has been damaged by such explosion;
 - 5. gas turbines;

The following are not explosions within the intent or meaning of this section:

- 1. electric arcing or any coincident rupture of electrical equipment due to such arcing;
 - 2. bursting or rupture caused by hydrostatic pressure or freezing;
 - 3. bursting or rupture of any safety disc, rupture diaphragm or fusible plug.
- i. **"Fungi"** includes, but is not limited to, any form or type of mould, yeast, mushroom or mildew whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by,

emitted from or arising out of any fungi or "spore(s)" or resultant mycotoxins, allergens, or pathogens.

j. **"Flood"** means the rising of, the breaking out or overflow of any inland body of "water" whether natural or man-made but does not include "coastal flooding" or "shoreline flooding".

k. **"Great Lakes"** means the lakes known as Lake Erie, Lake Huron, Lake Michigan, Lake Ontario and Lake Superior

l. **"Impact by Aircraft, Spacecraft or Land Vehicle"** The terms aircraft and spacecraft include articles dropped therefrom. There shall in no event be any liability hereunder due to cumulative damage or for loss or damage:

- i) caused by land vehicles belonging to or under the control of the insured or any of his employees;
- ii) to aircraft, spacecraft or land vehicles causing the loss;
- iii) caused by any aircraft or spacecraft when being taxied or moved inside or outside of buildings.

m. **"Leakage from Fire Protective Equipment"** means the leakage or discharge of water or other substance from within the equipment used for fire protection purposes for the construction "project site" or for adjoining premises and loss or damage caused by the fall or breakage or freezing of such equipment.

Fire Protective Equipment includes tanks, water mains, hydrants, valves and any other equipment whether used solely for fire protection or jointly for fire protection and for other purposes, but does not include:

- i) branch piping from a joint system where such branches are used entirely for purposes other than fire protection;
- ii) any water mains or appurtenances located outside of the construction "project site" and forming a part of the public water distribution system;
- iii) any pond or reservoir in which the water is impounded by a dam.

n. **"Occurrence"** means any one loss, disaster or casualty or series of losses, disasters or casualties arising out of one event. If the same event continues for a period of time, the event shall be deemed to be one occurrence. If the inception of the loss commences prior to the date of the expiration of this Coverage Form, then the Insurer will be liable for any loss incurred after the expiration of this Coverage Form if caused by such event.

o. **"Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including odour, vapour, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

p. **"Project Site"** means the building or project location as described on the "Declaration Page"; or multiple building or project locations as reported to the Insurer.

q. **"Replacement"** includes repair, construction or reconstruction with new property of like kind and quality.

r. **"Replacement Cost"** means the cost of replacing, repairing, constructing or reconstruction (whichever is the least) the property on the same construction "project site" with new property of like kind and quality and for like occupancy without deduction for depreciation.

s. **"Resultant damage"** means physical damage to the insured property other than the cost of rectifying the defect or fault that caused the physical damage. The cost of rectifying the defect or fault (the cost of making good) shall be the cost which the Insured would have incurred to do so had such defect or fault been discovered immediately before the physical damage occurred and rectified at that time.

- t. **"Shoreline Flooding"** means flooding that occurs along the shoreline of any of the "Great Lakes".
- u. **"Spore(s)"** includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any "fungi".
- v. **"Subcontractor"** means:
- i) any person, firm or corporation entering into a contract with any "contractor", and
 - ii) any person, firm, or corporation entering into a contract derived through any such contract with a "contractor" to provide, supply, or lease work, services, materials, or equipment, or any combination thereof, in connection with the insured construction project referenced to as part of this Coverage Form.
- Subcontractor will not include consulting engineers, consulting architects, or suppliers who perform no work at the insured construction project referenced to as part of this Coverage Form.
- w. **"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 individual(s), 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.
- x. **"Water"** means the chemical element defined as H₂O only in its liquid state.

ALL STATUTORY CONDITIONS AND ADDITIONAL CONDITIONS APPLY TO THIS COVERAGE FORM.
ECF-1580-0222

WATER BACKUP COVERAGE ENDORSEMENT- EO-1025-0124

Insuring Agreement:

If the "Declaration Page" shows that the Water Backup Endorsement applies, it is agreed that coverage is extended to include direct loss or damage to insured property caused by the peril provided by this endorsement.

Definitions:

For the purposes of this endorsement:

"Flood" means the rising of, the breaking out or overflow of any inland body of "Water" whether natural or man-made but does not include "Coastal Flooding" or "Shoreline Flooding".

"Water" means the chemical element defined as H₂O only in its liquid state.

Perils Insured:

"You" are insured 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 Structure(s)" on "your" "Premises" from a sewer, septic system, sump pit or drain.

Exclusions:

"We" do not insure loss or damage resulting from, contributed to, or caused directly or indirectly:

- a) by "Flood";
- b) by "Coastal Flooding" or "Shoreline Flooding" including but not limited to waves, tides, tidal waves, tsunamis, storm surges or seiches, regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage;
- c) by continuous or repeated "Seepage" or "Leakage" of "Water" or sewage;
- d) from any earth movement, whether natural or man-made occurring with and directly resulting from, but not limited to, earthquake, landslide, snow slide, or ice slide;

- e) occurring while the "Dwelling" or "Detached Private Structure(s)" is "Under Construction" or "Vacant", even if permission for construction or vacancy has been given by "us"; or
- f) if "Surface Waters" enter "your" "Dwelling" or "Detached Private Structure(s)" on "your" "Premises".

Deductible:

"We" will only pay the amount by which the insured loss or damage exceeds the deductible shown on the "Declaration Page".

All other terms, definitions, exclusions, and conditions of the policy to which this endorsement is attached apply and remain unchanged

EO-1025-0124

WATER PROTECTION ENDORSEMENT – EO-1020-0118

Insuring Agreement:

If the "Declaration Page" shows that the Water Protection Endorsement applies, it is agreed that coverage is extended to include direct loss or damage to insured property caused by the perils provided by this Endorsement subject to the limits shown on the "Declaration Page" for this coverage.

Definitions:

For the purposes of this Endorsement:

"Flood" means the rising of, the breaking out or overflow of any inland body of water whether natural or man-made.

"Exterior Sewer Line(s)" means line(s) or pipe(s) that connect the exterior of "your" "dwelling" or a detached private structure to a public sewer system or private septic system.

"Water Service Line(s)" means the line(s) or pipe(s) carrying "water" that connects from the exterior of "your" "dwelling" or a detached private structure to a public "water" supply system, private well system, and cistern or retention pond.

Perils Insured:

"You" are insured against direct physical loss or damage to insured property caused by:

- 1) "flood";
- 2) the sudden and accidental entrance of "surface waters";
- 3) the sudden and accidental entrance of "ground water" or the rising of the "water" table;
- 4) the sudden and accidental backup or escape of "water" or sewage from a sewer, septic system, sump pit or drain.

Exclusions:

"We" do not insure loss or damage resulting from, contributed to or caused directly or indirectly:

- a) by coastal flooding including but not limited to waves, tides, tidal waves, tsunami, storm surge, or seiche, the overflow of any body of "water", whether natural or man-made, breakage or overflow of man-made dikes, flood walls, levees or similar "water" control measures;
- b) by continuous or repeated "seepage" or "leakage" of "water" or sewage;
- c) from any earth movement including, but not limited to, earthquake, landslide, snow slide, or icesslide.
- d) occurring while the "dwelling" or detached private structure is "under construction" or "vacant", even if permission for construction or vacancy has been given by "us".

Deductible:

"We" will only pay the amount by which the insured loss or damage exceeds the deductible shown on the "Declaration Page".

Extended Coverages:

- 1. **Lawns, Outdoor Trees, Shrubs and Plants**

Coverage provided under Additional Coverages of Section 1 for Lawns, Outdoor Trees, Shrubs and Plants in the Policy to which this Endorsement is attached is extended to respond to the perils insured by this Endorsement as defined and limited.

2. Emergency Evacuation

Coverage provided by Coverage D – Additional Living Expenses in the Policy to which this Endorsement is attached is extended to respond to the perils insured by this Endorsement as defined and limited.

Additional Coverages:

1. Loss Mitigation Expenses:

a) Sewer or Sump Pit Backup Mitigation Device

"We" will pay up to \$1,000 (or amount as shown on the "Declaration Page") for expenses incurred by "you" for the installation in each of "your" "dwelling" and detached private structure of a sewer or sump pit backup loss mitigation device following an event for which coverage is provided by this Endorsement. Sewer or sump pit backup loss mitigation includes but is not limited to such devices as:

- (i) a backwater valve installed on the main line(s) and/or;
- (ii) a sump pump with battery backup power.

b) Response to Warning by Civil Authority

"We" will pay up to \$5,000 (or amount as shown on the "Declaration Page") in all for expenses incurred by "you" for costs related to the prevention of damage to insured property by a peril insured by this Endorsement. This coverage is only available for costs "you" incur in response to a warning issued by a civil authority in respect to a peril insured by this Endorsement posing a threat to insured property.

2. Exterior Sewer Line(s) and Water Service Line(s):

"We" will pay up to \$10,000 (or amount as shown on the "Declaration Page" for this coverage) in all to repair or replace "your" "exterior sewer line(s)" and/or "your" "water service line(s)" due to direct physical loss or damage resulting from a leak, break, tear, rupture or collapse of the line(s). The "exterior sewer line(s)" and the "water service line(s)" must be located on the "premises" designated on the "Declaration Page" and the line(s) must be owned by "you" or, "you" must be legally liable for the repair or replacement of those line(s).

Perils Insured:

"You" are insured against loss or damage to insured property caused directly or indirectly by:

- 1) wear, tear, gradual deterioration, latent defect or mechanical breakdown, rust, corrosion, extremes of temperature, wet or dry rot, "fungi" or spore(s) or contamination; or
- 2) settling, expansion, contraction, moving, bulging, buckling, or cracking; or
- 3) freezing.

Exclusions:

"You" are not insured for any loss or damage resulting from, contributed to or caused directly or indirectly to "exterior sewer line(s)" and the "water service line(s)":

- a) by a blockage or low pressure of the line(s);
- b) for treatment, removal, recovery or disposal of pollutants or hazardous material;
- c) by a breakdown arising from the disconnection from or interruption to the utility main line(s);
- d) that run through or under a body of "water", including but not limited to a swimming pool, pond or lake;
- e) for piping that runs through or under the "dwelling" or detached private structures;
- f) for piping that is connected to outdoor property including, but not limited to, sprinklers, irrigation systems, swimming pools, hot tubs and decorative ponds; or
- g) for piping that is not connected and ready for use.

Extension of Coverage:

"We" will also pay for:

- 1) the reasonable and necessary cost of excavation to repair or replace the damaged line(s);
- 2) the cost involved to correct faulty material, workmanship, or design;
- 3) the reasonable and necessary cost to repair or replace outdoor property including, but not limited to trees, shrubs, plants, lawns, sidewalks and driveways damaged, replaced or excavated to make repairs to the line(s). "We" will not pay more than \$1,000 for any one lawn, tree, shrub or plant including debris removal expenses.

Deductible:

"We" will only pay the amount by which the insured loss or damage exceeds the deductible shown on the "Declaration Page".

ALL OTHER EXCLUSIONS, DEFINITIONS, CONDITIONS, PROVISIONS AND STATUTORY CONDITIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED APPLY.

EO-1020-0118

**GUARANTEED REBUILDING COST BASIS OF CLAIM PAYMENT ENDORSEMENT – DWELLING
ED-0050-0124**

If the "Declaration Page" shows that the Guaranteed Rebuilding Cost Basis of Claim Payment Endorsement - Dwelling applies, the Basis of Claim Payment for the "Dwelling" is amended as follows:

When an insured peril causes damage to the insured "Dwelling" "we" will pay the cost of repairs or rebuilding, even if it exceeds the amount of insurance shown on the Declaration Page for the insured "Dwelling" provided the following conditions are met:

1. the amount of insurance shown on the "Declaration Page" for the insured "Dwelling":
 - a. on the inception date of the policy; or
 - b. the most recent renewal date; or
 - c. the increased amount under the Inflation Protection Additional Coverage on the date the increase took effect;is not less than 100% of the cost to rebuild the "Dwelling" on the date of the occurrence, as determined by a dwelling valuation guide acceptable to us; and
2. the amount of insurance applicable to the Dwelling has not been reduced below the amount determined by the dwelling valuation guide acceptable to us; and
3. "you" notified "us" within 30 days of the start of any additions or other physical changes to the "Dwelling" where the value of the improvement, extension or addition increased the rebuilding cost of the "Dwelling" by 5% or more; and
4. "you" repair or rebuild the damaged or destroyed "Dwelling" on the same site with a "Dwelling" with materials of similar quality using current building techniques within a reasonable amount of time after the date of the occurrence.

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

All other terms, definitions, exclusions, and conditions of the policy to which this endorsement is attached apply and remain unchanged.

ED-0050-0124

**ADDITIONAL REBUILDING COST BASIS OF CLAIM PAYMENT ENDORSEMENT – DWELLING
ED-0040-0124**

If the "Declaration Page" shows that the Additional Rebuilding Cost Basis of Claim Payment Endorsement - Dwelling applies, the Basis of Claim Payment for the "Dwelling" is amended as follows:

When an insured peril causes damage to the insured "Dwelling" "we" will pay an additional amount, not exceeding 25% of the "Dwelling" limit stated on the "Declaration Page", to respond to the cost of repairs or rebuilding, even if it exceeds the amount of insurance shown on the Declaration Page for the insured "Dwelling" provided the following conditions are met:

1. the amount of insurance shown on the "Declaration Page" for the insured "Dwelling":
 - a. on the inception date of the policy; or
 - b. the most recent renewal date; or
 - c. the increased amount under the Inflation Protection Additional Coverage on the date the increase took effect;is not less than 100% of the cost to rebuild the "Dwelling" on the date of the occurrence, as determined by a dwelling valuation guide acceptable to us; and
2. the amount of insurance applicable to the Dwelling has not been reduced below the amount determined by the dwelling valuation guide acceptable to us; and
3. "you" notified "us" within 30 days of the start of any additions or other physical changes to the "Dwelling" where the value of the improvement, extension or addition increased the rebuilding cost of the "Dwelling" by 5% or more; and
4. "you" repair or rebuild the damaged or destroyed "Dwelling" on the same site with a "Dwelling" with materials of similar quality using current building techniques within a reasonable amount of time after the date of the occurrence.

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

All other terms, definitions, exclusions, and conditions of the policy to which this endorsement is attached apply and remain unchanged.

ED-0040-0124

PERSONAL ARTICLES COVERAGE ENDORSEMENT – EO-0795-0124

INSURING AGREEMENT:

If the "Declaration Page" shows that Personal Articles Floater applies, it is agreed that coverage is provided to include direct loss or damage caused by the perils provided in this endorsement.

INSURED PERILS:

"We" insure "your" personal property, against direct physical loss or damage, subject to the exclusions, limitations, and conditions of this form.

Valued Form:

"We" will pay up to the amount shown for each item on the "Declarations Page". Where a "**V**" appears beside an item, that article is valued for the amount shown.

Property Excluded:

"We" do not insure loss or damage to:

- any musical instrument played for a fee unless "We" have given "our" written permission.

SPECIAL CONDITIONS:

Stamp Collections, Coin Collections, or Bank Note Collections: "We" will pay for loss or damage to "your" collection in the proportion that the amount of insurance on "your" collection bears to its cash market value at the time of loss. "We" will not pay more than \$250 on any single article of "your" collection. A single article means any one stamp, coin or other individual article or pair, strip, block, series, sheet, cover, frame, card, or the like. This condition does not apply to articles listed on the "Declaration Page".

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.

Any loss or damage will not reduce the amount of insurance provided by this coverage. 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 of acquisition.

BASIS OF CLAIM PAYMENT:

Unless stated otherwise, "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.

"Actual Cash Value" will consider the cost to repair or replace the lost or damaged property, whichever is less, with new materials of similar kind, quality, and usefulness, but with proper deduction for depreciation.

In determining the proper deduction for depreciation, "We" will consider:

- the condition of the property immediately before the loss or damage;
- the use of the property and its obsolescence;
- its resale value; and
- its normal life expectancy.

Any loss or damage will not reduce the amounts of insurance provided by this policy.

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 "Declaration Page" in any one occurrence.

Insurance Under More Than One Policy: If "You" have other insurance on specifically described property which applies to a loss or claim or would have applied if this endorsement did not exist, "our" policy will be considered excess insurance and "We" will not pay any loss or claim until the amount of such other insurance is used up. In all other cases, "our" policy will pay its ratable proportion of an insured loss.

All other terms, definitions, exclusions, and conditions of the Policy to which this endorsement is attached apply and remain unchanged.

EO-0795-0124

RECREATIONAL TRAVEL TRAILER COVERAGE PLUS FORM – EO-0005-0118

Insuring Agreement

If the "Declaration Page" shows that Recreational Trailer Coverage Endorsement applies "we" insure "your" "trailer" and "contents" and "outdoor structures" listed on the "Declaration Page" for this coverage, against direct physical loss or damage, subject to the terms and conditions below.

"You" are insured within the territorial limits of Canada and the continental United States of America.

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

Definitions:

The following definitions apply to this form:

"You" or "your" means the person(s) named as Insured on the "Declaration Page" and, while living in the same household, his or her "spouse", the relatives of either or any person under the age of 21 in their care. This also includes any "student" insured by this policy, who is temporarily living away from home for the purpose of attending a school, college or university. The "student" must be dependent on the Named Insured or his or her "spouse" for support and maintenance in order for coverage on this policy to extend to him/her. "Spouse" includes either of two persons who are not married to each other and have lived together continuously for a period of not less than three years or, in a relationship of some permanence where there is a child born of whom they are the natural or adoptive parents, and have cohabited within the preceding year. Only the person named on the "Declaration Page" may take legal action against "us".

"We", or "us" or "Our" means the Company or Insurer providing this insurance.

"Business" means any full time or part time pursuit undertaken for financial gain including a trade, profession or occupation.

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

“Data Problem” means:

- i) erasure, destruction, corruption, misappropriation or misinterpretation of “Data”;
- ii) error in creating, amending, entering, deleting or using “Data”; or
- iii) inability to receive, transmit or use “Data”; or
- iv) damage to electronic data processing equipment or other related component system, process or device.

“Contents” means personal property related to the use and operation of the insured “trailer” that are in the “trailer” permanently.

“Digital Assets” means electronic files for which a fee has been paid that are downloaded and stored on home electronic equipment, computers or mobile phones.

“Declaration Page” means the Section of “your” Insurance Policy containing basic information such as “your” name and address, the description and location of the insured property, the policy term, the amount of coverage, and premium amounts.

“Domestic Water Container” means a device or apparatus for personal use on the “premises” for containing, heating, chilling, or dispensing “water”.

“Electronic Media” means media that uses electronics or electromechanical audience to access content (opposite of print media). Video and audio recordings, multimedia presentations, CD, DVD.

“Farming” means an area of land and “trailers” or “outdoor structures” used for the growing of crops and/or raising of animals.

“Flood” includes, but is not limited to waves, tides, tidal waves, tsunami, storm surge, or seiche, the overflow of any body of “water”, whether natural or man-made, breakage or overflow of man-made dikes, flood walls, levees or similar “water” control measures.

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

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

“Ice Damming” means when melted snow refreezes, forming a dam that can trap “water” under shingles or other roof finishing layers causing leaks through roof deck joints and nail holes.

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

“Outdoor Structures” means permanently installed outdoor equipment, located on the insured “premises”, that has been installed for the use of the insured while at the “trailer” site including sheds, decks, add-a-rooms, lighting fixtures and patios.

“Pollutant” means any solid, liquid, gaseous or thermal irritant or contaminant, including vapour, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed. “Pollutants” do not mean fuel oil that is contained in a “domestic fuel tank”, apparatus or pipes used to heat the “trailer”.

“Premises” means the lot designated for the use of the “trailer” and related “outdoor structures” contained within the lot lines on which the “trailer” is situated.

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

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

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

“Terrorism” means an ideologically motivated unlawful act or acts, including but not limited to the use of violence 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.

"Trailer" means travel "trailers", tent "trailers" and slide on "camper units" including built-in accessories, attached equipment including sway-bar or stabilizer, not equipped with its own motive power but has to be hauled by a private passenger or commercial type automobile of less than 4500 kg gross vehicle weight. Not included in this definition are: horse trailers with living quarters or trailers mounted on a permanent foundation.

"Under Construction" means construction from the foundation, or any alterations or repairs to the "trailer" which result in the piercing of an exterior wall or the roof for more than 24 hours, or which necessitates "your" temporary relocation.

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

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

"Water" means the chemical element defined as H₂O in any of its three natural states, liquid, solid and gaseous.

"Water main" means a pipe forming part of a public "water" distribution system, which conveys consumable "water" but not wastewater.

COVERAGES

Coverage A: "Trailer"

We insure to the limit shown on the "Declarations Page":

1. The "trailer" as described on the "Declarations Page";
2. The built-in accessories and furnishings forming a permanent part of the "trailer";
3. Permanently attached equipment;
4. Any trailer hitch, sway control devices and weight distributing components used to attach the "trailer" to a tow vehicle.

Coverage B: Contents

1. We insure to the limit shown on the "Declarations Page":

- a) "Contents" related to the use and operation of the insured "trailer" that is contained inside.

2. We do not insure:

- a) "contents" not contained inside the "trailer";
- b) Books, tools and instruments pertaining to your business, profession or occupation, including samples and goods held for sale;
- c) Motorized vehicles or their equipment*;
- d) Aircraft, unmanned air vehicles, drones and their equipment, watercraft, truck caps or their equipment*;
- e) Securities, money, bank notes, bullion, precious metals;
- f) Computer software or hardware, including "digital assets";
- g) Jewelry, watches, gems, fur garments and garments trimmed in fur;
- h) Numismatic property;
- i) Manuscripts, stamps, philatelic property;
- j) "Electronic media";
- k) Collectible cards;
- l) Bicycles, equipment or accessories, electric bicycles.

*Equipment includes audio, visual, recording or transmitting equipment powered by the electrical system of a motor vehicle, watercraft or aircraft, unmanned air vehicle or drone and also includes spare auto parts.

Coverage C: Outdoor Structures:

We insure to the limit shown on the "Declarations Page":

1. Permanently installed "outdoor structures", located on the "premises" that has been installed for "your" use, including sheds, decks, add-a-rooms, lighting fixtures and patios.

Extensions of Coverage:

The following extensions do not increase the Limit of Insurance shown on the "Declaration Page" for this Endorsement:

1. **Loss of Use:**

"Your" limit of insurance for this extension is \$2,000 for any one occurrence.

If an insured peril makes "your" "trailer" unfit for occupancy, "we" will pay:

- a. the necessary increase in living expense incurred by "you" so that "you" can maintain "your" normal standard of living, while on vacation, for the lesser period of:
 - (i) the intended period of vacation.
 - (ii) the time required to repair or replace the damaged or destroyed property within a reasonable time after the damage.
 - b. loss of irrecoverable prepaid deposit(s) for rental space in camps or trailer parks due to cancellation, curtailment or delay of scheduled travel arrangements.
 - c. expense reasonably incurred by "you" for rental of a substitute "trailer".
 - d. expense reasonably incurred by "you" in arranging for return of the "trailer" to "your" principal residence address following completion of necessary repairs where such repairs could not be completed within the intended period of the vacation.
2. **Emergency Road Service Expenses:**
"Your" limit of insurance for this extension shall not exceed \$1,000 for any one occurrence.
"We" agree to reimburse "you" upon presentation of receipted bills and acceptable evidence of loss for Emergency Service Expenses necessitated by the disablement of a towed "trailer" insured by this Endorsement. "We" will not reimburse "you" for the cost of parts, supplies or tires nor shall this extension extend to the towing vehicle. No deductible applies to this extension.
3. **Debris Removal:**
"Your" limit of liability for this extension shall not exceed \$1,000 for any one occurrence.
"We" will reimburse "you" for the cost of removing debris of the "trailer" as a result of an Insured Peril.
4. **Septic Back-Up:**
If "Septic Back-up" is shown as an Extension of Coverage on the "Declaration Page", coverage is extended up to the declared limit to insure against direct loss or damage caused by the backing up or escape of water from a septic tank. Coverage is subject to the deductible and all other terms and conditions of the attached policy.
5. **Fire Department Charges:** "We" will reimburse "you" for up to \$5,000 per occurrence if "you" are legally obligated to pay "your" municipal fire department resulting from charges incurred for attending "your" "premises" to save or protect insured property from loss or damage, or further loss or damage, due to an insured peril.
No deductible applies to this Extension of Coverage.

Insured Perils:

"We" insure "your" "trailer", "outdoor structures", and "your" "contents", against direct physical loss or damage, subject to the exclusions, limitations and conditions of this form.

LOSS OR DAMAGE NOT INSURED

Property Excluded:

"We" do not insure loss of or damage to:

1. "your" insured property when "your" "trailer" has to "your" knowledge, been "vacant" for more than 30 consecutive days;
2. "trailers" or "outdoor structures" used in whole or in part or designed for farming, commercial or "business" purposes unless declared on the "Declaration Page";
3. "outdoor structures" while being moved or transported;
4. any property illegally acquired or kept;
5. any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
6. property because of the voluntary parting with title or ownership, whether or not induced to do so by any fraudulent scheme, trick, device or false pretence;
7. 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;
8. sporting equipment where the loss or damage is due to its use;
9. property at any fairground, exhibition or exposition for the purpose of exhibition or sale;
10. "trailers" and/or "outdoor structures", and their "contents", used in whole or in part for the cultivation, harvesting, processing, manufacture, distribution or sale of marijuana or any product derived from, or containing, marijuana or any other substance falling within the Schedules of the Controlled Drugs and Substances Act, whether or not the insured is aware of such use of the property;
11. livestock;
12. "your" insured "trailer" and "contents" therein and "outdoor structures" when the "trailer" is used as a principal residence;
13. "your" insured "trailer" and "contents" therein when the driver of the towing vehicle is not authorized by law to drive the towing vehicle;
14. lawns, outdoor trees, shrubs or plants;
15. electrical devices or appliances caused by electrical currents other than lightning;
16. household pets;

17. tires or consisting of or caused by mechanical fracture or breakdown of any part of the unit, or by rusting, corrosion, wear and tear, freezing, or explosion within the combustion chamber, but we will be liable if the loss or damage is coincidental with other loss or damage, which is covered;
18. retaining walls.

Perils Excluded:

"We" do not insure against loss or damage resulting from, contributed to or caused directly or indirectly:

1. by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
2. by any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
3. by or resulting from contamination or pollution or the release, discharge or dispersal of contaminants or "pollutants";
4. by wear, tear, gradual deterioration, latent defect or mechanical breakdown, rust, corrosion, extremes of temperature, wet or dry rot, "fungi" or spore(s), or contamination;
5. by scratching or marring of any property or breakage of any fragile or brittle articles unless caused by; impact by watercraft or aircraft, or theft or attempted theft;
6. by birds, moths, vermin (such as skunks and raccoons), rodents (such as squirrels and rats), insects, bats or household pets, except loss or damage to "trailer" glass;
7. because of increased costs of repair or replacement due to operation of any law regulating the zoning, demolition, repair or construction of "trailers", "outdoor structures" and their related services;
8. by an intentional or criminal act or failure to act by:
 - a) "you" or any person insured by this policy; or
 - b) any other person at the direction of any person insured by this policy; or
 - c) "your" employees or anyone to whom the damaged or lost property was entrusted.
 1. This exclusion applies only to the claim of a person:
 - i. whose act or omission caused the insured loss or damage;
 - ii. who abetted or colluded in the act or omission;
 - iii. who consented to the act or omission and knew or ought to have known that the act or omission would cause the insured loss or damage; or
 - iv. who is in a class prescribed by regulation.
 2. An insured person to whom this exclusion does not apply:
 - i) must co-operate with "us" in respect of the investigation of the loss or damage, including without limitation
 - by submitting to an examination under oath, if requested by "us";
 - by producing for examination at a reasonable time and place designated by "us", documents specified by "us" that relate to the loss or damage; and
 - by permitting extracts and copies of such documents to be made, all at a reasonable time and place designated by "us".
 - ii) cannot recover more than their proportionate interest in the lost or damaged property.
9. by settling, expansion, contraction, moving, bulging, buckling, or cracking except resulting damage to "trailer" glass;
10. by smoke from agricultural smudging or industrial operations;
11. by buildup of smoke. Smoke damage must be sudden and accidental;
12. by any earth movement including, but not limited to, earthquake, landslide, snowslide, or iceslide. If any of these results in fire or explosion, "we" will pay only for the resulting loss or damage;
13. by collapse of:
 - a) "outside structures" such as awnings, fences, or trellises unless resulting from structural collapse of foundations, walls, floors or roof of a "trailer" or "outdoor structure";
 - b) patios, driveways, walks or retaining walls, outdoor radio and/or television antennae, towers, satellite receivers and their attachments;
14. by "water" unless the loss or damage directly resulted from:
 - a) the sudden and accidental escape of "water" from within a "water main";
 - b) the sudden and accidental escape of "water" or steam from within a heating, sprinkler, air conditioning or plumbing system, or a "domestic water container" which is located inside "your" "trailer";
 - c) The sudden and accidental escape of water from an outdoor plumbing system, or "domestic water container", which is located outside "your" "trailer", and on "your" "premises";
 - d) "water" which enters through an opening which has been created suddenly and accidentally by a peril not otherwise excluded;

But "we" do not cover loss or damage:

 - i. caused by continuous or repeated "seepage" or "leakage" of "water";
 - ii. caused by "flood"; this exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but "you" are still insured for ensuing loss or damage which results directly from fire or explosion;

- iii. caused by backing up or escape of "water" from a sewer or drain, sump or septic tank;
 - iv. caused by "ground water" or rising of the water table;
 - v. caused by "surface waters", unless the "water" escapes from a "water main" or "domestic water container" located outside "your" "trailer";
 - vi. to "water mains", heating, sprinkler, air conditioning or plumbing system, or a "domestic water container" from which the "water" escaped;
 - vii. to outdoor plumbing systems, "domestic water containers" and attached equipment located outside "your" "trailer", and on "your" "premises caused by freezing, "water", or rupture;
 - viii. occurring while the "trailer" is "under construction" or "vacant", even if permission for construction or vacancy has been given by "us";
 - ix. caused by freezing of any part of a heating, sprinkler, air conditioning or plumbing system or "domestic water container" unless it happens within a "trailer" 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" "trailer" 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;
 - x. caused by freezing in an unheated portion of the "trailer";
15. by change of temperature unless the loss or damage:
- a) is to "contents" kept in "your" "trailer"; and
 - b) is the result of physical damage to "your" "trailer" or equipment caused by a peril not otherwise excluded;
16. or due to vandalism or malicious acts caused by "you" or any members of "your" household, or "your" employees, or by any tenant, employee or member of the tenant's household;
17. by vandalism or malicious acts or theft or glass breakage occurring while "your" "trailer" is "under construction" or "vacant" even if permission for construction or vacancy has been given by "us";
18. by theft or attempted theft by any tenant, members of a tenant's household or employees of the tenant;
19. by the inability of the driver of the towing vehicle to maintain proper control of the towing vehicle because the driver is driving under the influence of alcohol or drugs; if you use or permit the vehicle to be used in race or speed test; if you drive the vehicle while not authorized by law; if you allow any other person to operate the vehicle under any of these conditions;
20. if you are convicted of one of the following offences under the Criminal Code of Canada related to the operation, care or control of the vehicle, or committed by means of a vehicle, or any similar offence under any law in Canada or the United States:
- (a) causing death by criminal negligence
 - (b) causing bodily harm by criminal negligence
 - (c) dangerous operation of motor vehicles
 - (d) failure to stop at the scene of an accident
 - (e) operation of a motor vehicle when impaired or with more than 80 mg of alcohol in the blood
 - (f) refusal to comply with demand for breath sample
 - (g) causing bodily harm during the operation of vehicle while impaired or over 80 mg of alcohol in the blood or,
 - (h) operating a motor vehicle while disqualified from doing so;
21. due to the cost involved to correct faulty material, workmanship, or design;
22. mysterious disappearance;
23. in whole or in part by "terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism" regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but "you" are still insured for ensuing loss or damage which results directly from fire or explosion.

Data Exclusion

This policy does not insure:

- (a) "Data";
- (b) loss or damage resulting from, contributed to or caused directly or indirectly by "Data Problem".

However, if loss or damage caused by "Data Problem" results in the occurrence of further loss or damage to property insured that is directly caused by "Specified Perils" as defined in this policy, this exclusion (b) shall not apply to such resulting loss or damage.

BASIS OF CLAIM PAYMENT:

Deductible: In any one occurrence "we" are responsible only for the amount by which the insured loss or damage exceeds the amount of the deductible shown on the "Declaration Page". If one occurrence could lead to the application of more than one deductible only the largest deductible will apply.

Waiver of Depreciation Basis of Claim Payment:

When the "Declaration Page" shows that the Waiver of Depreciation applies, in the event of a total loss to the described "trailer" and, if at the time of loss, "your" described "trailer" is less than 24 months old, "we" will pay the lesser of:

- a) The amount actually and necessarily expended for replacement;
- b) The manufacturer's suggested list price for a "trailer" of like, kind and quality or
- c) The policy limit shown on the "Declaration Page";

Provided:

- i. The damage or destroyed trailer is replaced within 180 days of the date of loss;
- ii. The "trailer" is in good physical condition;
- iii. The Limit of Liability on this coverage must be equal to at least 100% of the actual purchase price of the "trailer" as shown on "your" purchase agreement.

Otherwise, settlement will be made as outlined under "Replacement Cost Basis of Claim Payment" (if qualifies) or "Actual Cash Value" Basis of Claim Payment.

Replacement Cost Basis of Claim Payment:

When the "Declaration Page" shows that Replacement Cost is the Basis of Claim Payment "we" will pay for loss, damage or destruction of the "trailer", "contents" and "outdoor structures" on the basis of the cost of repairs with material of like kind and quality or to replace the unit with a current model year unit of like kind and quality (whichever is the lesser) without deduction for depreciation, subject to policy conditions, exclusions and:

- a) that the Limit of Liability on this coverage must be equal to at least 100% of the actual purchase price of the "trailer" as shown on "your" purchase agreement;
- b) that repair or replacement be made within 180 days of the date of loss;
- c) the amount of the loss shall not exceed the least of:
 - i) the replacement cost of the "trailer", "contents" or "outdoor structures" at the time of the loss, damage or destruction;
 - ii) "your" financial interest in the "trailer", "contents" or "outdoor structures"; or
 - iii) the applicable limit of insurance stated on the "Declaration Page".

Otherwise, settlement will be made as outlined under "Actual Cash Value" Basis of Claim Payment.

Actual Cash Value Basis of Claim Payment:

When the "Declaration Page" shows that "Actual Cash Value" is the Basis of Claim Payment "we" will pay for insured loss or damage up to "your" financial interest in the "trailer", "contents" and "outdoor structures" but not exceeding the "Actual Cash Value" at the time the loss or damage occurred.

"Actual Cash Value" will consider the cost to repair or replace the lost or damaged property, whichever is less, with new materials of similar kind, quality, and usefulness, but with proper deduction for depreciation.

In determining the proper deduction for depreciation, "we" will consider:

- The condition of the property immediately before the loss or damage;
- The use of the property and its obsolescence;
- Its resale value; and
- Its normal life expectancy.

"We" will pay the lesser of the following:

- a) the cost to repair the loss or damage minus depreciation;
- b) the financial interest of the insured;
- c) the amount of insurance indicated on the policy "Declaration Page".

If, as a result of the repairs, the "Actual Cash Value" of the "trailer" is more than it was before the loss or damage, "you" may be asked to contribute to the cost of the repairs. The amount "you" will be asked to pay is the difference between the "Actual Cash Value" of the "trailer" after the repairs and the "Actual Cash Value" of the "trailer" before the loss or damage occurred. If a part needed to repair the "trailer" is no longer available, "we" will pay an amount equal to the manufacturer's latest list price for the part.

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

If "you" qualify for a tax credit the loss payment will be reduced by that amount.

Coinurance:

It is understood that the coinsurance percentage applicable to the items insured on this form is equal to 90%, except as provided under Replacement Cost Basis of Claim Payment.

The Insured shall maintain insurance concurrent with this Form on the property insured to the extent of at least the amount produced by multiplying the "actual cash value" of the property by the co-insurance percentage of 90% and failing so to do, 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.

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

Policy Statutory & Additional Conditions also apply.

EO-0005-0118

**RECREATIONAL TRAVEL TRAILER COVERAGE ENDORSEMENT
STANDARD NAMED PERILS COVERAGE – EO-0010-0118**

Insuring Agreement

If the "Declaration Page" shows that the Recreational Travel Trailer Coverage Endorsement applies "we" insure "your" "trailer" and "contents" and "outdoor structures" listed on the "Declaration Page" for this coverage, against direct physical loss or damage caused by named perils as listed, subject to the terms and conditions below.

"You" are insured within the territorial limits of Canada and the continental United States of America.

Definitions

The following definitions apply to this form:

"You" or "your" means the person(s) named as Insured on the "Declaration Page" and, while living in the same household, his or her "spouse", the relatives of either or any person under the age of 21 in their care. This also includes any "student" insured by this policy, who is temporarily living away from home for the purpose of attending a school, college or university. The "student" must be dependent on the Named Insured or his or her "spouse" for support and maintenance in order for coverage on this policy to extend to him/her. "Spouse" includes either of two persons who are not married to each other and have lived together continuously for a period of not less than three years or, in a relationship of some permanence where there is a child born of whom they are the natural or adoptive parents, and have cohabited within the preceding year. Only the person named on the "Declaration Page" may take legal action against "us".

"We", or "us" or "our" means the Company or Insurer providing this insurance.

"Business" means any full time or part time pursuit undertaken for financial gain including a trade, profession or occupation.

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

"Data Problem" means:

- (i) erasure, destruction, corruption, misappropriation or misinterpretation of "Data";
- (ii) error in creating, amending, entering, deleting or using "Data"; or
- (iii) inability to receive, transmit or use "Data"; or
- (iv) damage to electronic data processing equipment or other related component system, process or device.

"Declaration Page" means the Section of "your" Insurance Policy containing basic information such as "your" name and address, the description and location of the insured property, the policy term, the amount of coverage, and premium amounts.

"Digital Assets" means electronic files for which a fee has been paid that are downloaded and stored on home electronic equipment, computers or mobile phones.

"Collision" means a "collision" with another object. Object includes an automobile, the surface of the ground and any object in or on the ground.

"Contents" means personal property related to the use and operation of the insured "trailer" that are kept in the "trailer" permanently.

“Electronic Media” means media that uses electronics or electromechanical audience to access content (opposite of print media). Video and audio recordings, multimedia presentations, CD, DVD.

“Farming” means an area of land and “trailers” or “outdoor structures utilized for the growing of crops and/or raising of animals.

“Flood” includes, but is not limited to waves, tides, tidal waves, tsunamis, storm surge, or seiche, the overflow of any body of “water”, whether natural or man-made, breakage or overflow of man-made dikes, flood walls, levees or similar “water” control measures.

“Outdoor Structures” means permanently installed outdoor equipment, located on the insured “premises”, that has been installed for the use of the insured while at the “trailer” site including sheds, decks, add-a-rooms, lighting fixtures and patios.

“Premises” means the lot designated for the use of the “trailer” and related “outdoor structures” contained within the lot lines on which the “trailer” is situated.

“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.

“Trailer” means travel “trailers”, tent “trailers” and slide on camper units including built-in accessories, attached equipment including sway-bar or stabilizer and not equipped with its own motive power, but has to be hauled by a private passenger or commercial type automobile of less than 4500kg gross vehicle weight. Not included in this definition are: horse trailers with living quarters or trailers mounted on a permanent foundation.

“Under Construction” means construction from the foundation, or any alterations or repairs to the “trailer” which result in the piercing of an exterior wall or the roof for more than 24 hours, or which necessitates “your” temporary relocation.

“Vacant” refers to the circumstance where, regardless of the presence of furnishings:

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

COVERAGES

Coverage A: “Trailer”

We insure to the limit shown on the “Declarations Page”:

5. The “trailer” as described on the “Declarations Page”;
6. The built-in accessories and furnishings forming a permanent part of the “trailer”;
7. Permanently attached equipment;
8. Any trailer hitch, sway control devices and weight distributing components used to attach the “trailer” to a tow vehicle.

Coverage B: “Contents”

3. We insure to the limit shown on the “Declarations Page”:

m) **“Contents”** related to the use and operation of the insured “trailer” that is contained inside the “trailer”.

4. We do not insure:

- b) “Contents” not contained inside the “trailer”;
- n) Books, tools and instruments pertaining to “your” business, profession or occupation, including samples and goods held for sale;
- o) Motorized vehicles or their equipment*;
- p) Aircraft, unmanned air vehicles, drones and their equipment, watercraft, truck caps or their equipment*;
- q) Securities, money, bank notes, bullion, precious metals;
- r) Computer software or hardware, including “digital assets”;
- s) Jewelry, watches, gems, fur garments and garments trimmed in fur;
- t) Numismatic property;
- u) Manuscripts, stamps, philatelic property;
- v) “Electronic media”;
- w) Collectible cards;

- x) Bicycles, equipment or accessories, electric bicycles.

*Equipment includes audio, visual, recording or transmitting equipment powered by the electrical system of a motor vehicle, watercraft or aircraft, unmanned air vehicles, drones and their equipment and includes spare auto parts.

Coverage C: Outdoor Structures:

We insure to the limit shown on the "Declarations Page":

- 2. Permanently installed "outdoor structures", located on the "premises" that has been installed for the "your" use including sheds, decks, add-a-rooms, lighting fixtures and patios.

Extensions of Coverage:

The following extensions do not increase the Limit of Insurance shown on the "Declaration Page" for this endorsement:

1. Loss of Use:

"Your" limit of insurance for this extension is \$1,000 for any one occurrence.

If an Insured Peril makes "your" "trailer" unfit for occupancy, "we" will pay:

- e. the necessary increase in living expense incurred by "you" so that "you" can maintain "your" normal standard of living, while on vacation, for the lesser period of:
 - (i) the intended period of vacation.
 - (ii) the time required to repair or replace the damaged or destroyed property within a reasonable time after the damage.
- f. loss of irrecoverable prepaid deposit(s) for rental space in camps or trailer parks due to cancellation, curtailment or delay of scheduled travel arrangements;
- g. expense reasonably incurred by "you" for rental of a substitute "trailer";
- h. expense reasonably incurred by "you" in arranging for return of the "trailer" to "your" principal residence address following completion of necessary repairs where such repairs could not be completed within the intended period of the vacation.

2. Emergency Road Service Expenses:

"Your" limit of insurance for this extension shall not exceed \$500 for any one occurrence.

"We" agree to reimburse "you" upon presentation of receipted bills and acceptable evidence of loss for emergency service expenses necessitated by the disablement of a towed "trailer" insured by this endorsement. "We" will not reimburse "you" for the cost of parts, supplies or tires nor shall this extension extend to the towing vehicle.

3. Debris Removal:

"Your" limit of insurance for this extension shall not exceed \$1000 for any one occurrence.

"We" will reimburse "you" for the cost of removing debris of the "trailer" as a result of an insured peril.

- 4. **Fire Department Charges:** "We" will reimburse "you" for up to \$5,000 per occurrence if "you" are legally obligated to pay "your" municipal fire department resulting from charges incurred for attending "your" "premises" to save or protect insured property from loss or damage, or further loss or damage, due to an insured peril. No deductible applies to this Additional Coverage.

Insured Perils:

"You" are insured against direct loss or damage caused by the following Named Perils, subject to the exclusions, limitations and conditions of this form:

- 14. FIRE or LIGHTNING.
- 15. EXPLOSION.
- 16. FALLING OBJECT: This peril means a falling object which strikes the exterior of the "trailer" or "outdoor structures", but not objects which strike because of snowslide, iceslide, landslide or any other earth movement.
- 17. IMPACT BY AIRCRAFT OR LAND VEHICLE: Animals are not insured under this peril.
- 18. THEFT OF ENTIRE TRAILER: theft of the entire "trailer", "contents", or "outdoor structures" but this does not include:
theft or attempted theft by any tenant, members of a tenant's household or employees of the tenant.
- 19. RIOT, VANDALISM or MALICIOUS ACTS: This peril does not include:
 - a) loss or damage occurring while the "trailer" is "under construction" or "vacant" even if permission for construction or vacancy has been given by "us";
 - b) damage caused by "you", members of "your" household, or "your" employees, any tenant's, employees or member of the tenant's household;
 - c) loss or damage caused by theft or attempted theft.
- 20. WINDSTORM or HAIL: This peril does not include loss or damage to the interior of a "trailer" caused by windstorm, hail or coincidental rain damage, unless the storm first creates an opening in the "trailer".
This peril does not include damage:
 - a) to outdoor radio and/or TV antennae, towers, satellite receivers and their attachments;

- b) to awnings;
 - c) due to weight or pressure of ice or snow, waves, "floods", land subsidence, whether driven by wind or not.
21. **TRANSPORTATION:** meaning loss or damage caused by collision, upset, overturn, derailment, stranding or sinking of any automobile or attached "trailer" in which the insured "trailer" is being carried.
22. **"COLLISION":** means a "collision" with another object. Object includes an automobile, the surface of the ground and any object in or on the ground.

LOSS OR DAMAGE NOT INSURED

Property Excluded:

"We" do not insure loss of or damage to:

1. "your" insured property when "your" "trailer" has to "your" knowledge, been "vacant" for more than 30 consecutive days;
2. "trailers" or "outdoor structures" used in whole or in part or designed for farming, commercial or "business" purposes unless declared on the "Declaration Page";
3. "outdoor structures" while being moved or transported;
4. any property illegally acquired or kept;
5. any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
6. property because of the voluntary parting with title or ownership, whether or not induced to do so by any fraudulent scheme, trick, device or false pretence;
7. 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;
8. sporting equipment where the loss or damage is due to its use;
9. property at any fairground, exhibition or exposition for the purpose of exhibition or sale;
10. "trailers" and/or "outdoor structures", and their "contents", used in whole or in part for the cultivation, harvesting, processing, manufacture, distribution or sale of marijuana or any product derived from, or containing, marijuana or any other substance falling within the Schedules of the Controlled Drugs and Substances Act, whether or not the insured is aware of such use of the property;
11. livestock;
12. "your" insured "trailer" and "contents" therein and "outdoor structures" when the "trailer" is used as a principal residence;
13. "your" insured "trailer" and "contents" therein when the driver of the towing vehicle is not authorized by law to drive the towing vehicle;
14. lawns, outdoor trees, shrubs or plants;
15. electrical devices or appliances caused by electrical currents other than lightning;
16. household pets;
17. tires or consisting of or caused by mechanical fracture or breakdown of any part of the unit, or by rusting, corrosion, wear and tear, freezing, or explosion within the combustion chamber, but we will be liable if the loss or damage is coincidental with other loss or damage, which is covered.
18. retaining walls

Perils Excluded:

"We" also do not insure against loss or damage resulting from, contributed to or caused directly or indirectly:

1. by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
 2. by any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
 3. by or resulting from contamination or pollution or the release, discharge or dispersal of contaminants or "pollutants",
 4. by wear, tear, gradual deterioration, latent defect or mechanical breakdown, rust, corrosion, extremes of temperature, wet or dry rot, "fungi" or spore(s), or contamination;
 5. by scratching or marring of any property or breakage of any fragile or brittle articles unless caused by; impact by watercraft or aircraft, or theft or attempted theft;
 6. by birds, moths, vermin (such as skunks and raccoons), rodents (such as squirrels and rats), insects, bats or household pets, except loss or damage to "trailer" glass;
 7. because of increased costs of repair or replacement due to operation of any law regulating the zoning, demolition, repair or construction of "trailers", "outdoor structures" and their related services;
 8. by an intentional or criminal act or failure to act by:
 - a) "you" or any person insured by this policy; or
 - b) any other person at the direction of any person insured by this policy; or
 - c) "your" employees or anyone to whom the damaged or lost property was entrusted.
1. This exclusion applies only to the claim of a person:
 - i. whose act or omission caused the insured loss or damage;

- ii. who abetted or colluded in the act or omission;
 - iii. who consented to the act or omission and knew or ought to have known that the act or omission would cause the insured loss or damage; or
 - iv. who is in a class prescribed by regulation.
2. An insured person to whom this exclusion does not apply:
- i) must co-operate with "us" in respect of the investigation of the loss or damage, including without limitation
 - by submitting to an examination under oath, if requested by "us";
 - by producing for examination at a reasonable time and place designated by "us", documents specified by "us" that relate to the loss or damage; and
 - by permitting extracts and copies of such documents to be made, all at a reasonable time and place designated by "us".
 - ii) cannot recover more than their proportionate interest in the lost or damaged property.
9. by settling, expansion, contraction, moving, bulging, buckling, or cracking except resulting damage to "trailer" glass;
10. by change of temperature unless the loss or damage:
- a) is to "contents" kept in "your" "trailer"; and
 - b) is the result of physical damage to "your" "trailer" or equipment caused by a peril not otherwise excluded;
11. by the inability of the driver of the towing vehicle to maintain proper control of the towing vehicle because the driver is driving under the influence of alcohol or drugs; if you use or permit the vehicle to be used in race or speed test; if you drive the vehicle while not authorized by law; if you allow any other person to operate the vehicle under any of these conditions;
12. if you are convicted of one of the following offences under the Criminal Code of Canada related to the operation, care or control of the vehicle, or committed by means of a vehicle, or any similar offence under any law in Canada or the United States:
- (i) causing death by criminal negligence
 - (j) causing bodily harm by criminal negligence
 - (k) dangerous operation of motor vehicles
 - (l) failure to stop at the scene of an accident
 - (m) operation of a motor vehicle when impaired or with more than 80 mg of alcohol in the blood
 - (n) refusal to comply with demand for breath sample
 - (o) causing bodily harm during the operation of vehicle while impaired or over 80 mg of alcohol in the blood or,
 - (p) operating a motor vehicle while disqualified from doing so;
13. due to the cost involved to correct faulty material, workmanship, or design;
14. mysterious disappearance;
15. in whole or in part by "terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism" regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, but "you" are still insured for ensuing loss or damage which results directly from fire or explosion.

BASIS OF CLAIM PAYMENT

Deductible: In any one occurrence "we" are responsible only for the amount by which the insured loss or damage exceeds the amount of the deductible shown on the "Declaration Page". If one occurrence could lead to the application of more than one deductible only the largest deductible will apply.

When coverage applies "we" will pay for insured loss or damage up to "your" financial interest in the "trailer", "contents" and "outdoor structures" but not exceeding the "Actual Cash Value" at the time the loss or damage occurred.

"We" will pay the lesser of the following:

- a. the cost to repair the loss or damage minus depreciation;
- b. the financial interest of the insured;
- c. the amount of insurance indicated on the policy "Declaration Page".

If, as a result of the repairs, the "Actual Cash Value" of the "trailer" is more than it was before the loss or damage, "you" may be asked to contribute to the cost of the repairs. The amount "you" will be asked to pay is the difference between the "Actual Cash Value" of the "trailer" after the repairs and the "Actual Cash Value" of the "trailer" before the loss or damage occurred. If a part needed to repair the "trailer" is no longer available, "we" will pay an amount equal to the manufacturer's latest list price for the part.

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

If "you" qualify for a tax credit the loss payment will be reduced by that amount.

"Actual Cash Value" will consider the cost to repair or replace the lost or damaged property, whichever is less, with new materials of similar kind, quality, and usefulness, but with proper deduction for depreciation.

In determining the proper deduction for depreciation, "we" will consider:

- The condition of the property immediately before the loss or damage;
- The use of the property and its obsolescence;
- Its resale value; and
- Its normal life expectancy.

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

Policy Statutory & Additional Conditions also apply.

EO-0010-0118

SEASONAL / SECONDARY ENDORSEMENT – EO-0930-0513

AGREEMENT

If the "Declaration Page" shows that the Seasonal / Secondary Endorsement applies, it is agreed the property section of the policy to which it is attached is amended as follows:

SECTION 1 – PROPERTY COVERAGES

COVERAGE B – DETACHED PRIVATE STRUCTURES

"We" insure 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 detached private structures. Owned docks and boathouses on the shoreline of "your" "premises" are also included in this section of coverage.

Property Not Included as Detached Private Structures

This coverage does not apply to any building or structure that is or was designed for agricultural purposes or is or was used in whole or in part for farming or any other commercial or "business" purposes, whether it is in use, unoccupied, or "vacant".

RESIDENTIAL PROPERTY – INSURED PERILS – DWELLING BUILDING, DETACHED PRIVATE STRUCTURES, PERSONAL PROPERTY

Vandalism & Malicious Acts

"We" agree to extend coverage to include loss or damage resulting from, contributed to or caused directly or indirectly due to vandalism or malicious acts caused by your tenant, employee or members of the tenant's household, up to a maximum of \$15,000.

Theft, including Damage Caused by Attempted Theft

"We" agree to extend coverage to include loss or damage resulting from, contributed to or caused directly or indirectly due to theft or damage caused by attempted theft by any tenant, employee or members of the tenant's household, up to a maximum of \$15,000.

All other terms, limits and conditions of the policy to which this form is attached apply.

EO-0930-0513

WATERCRAFT, OUTBOARD MOTOR AND MISCELLANEOUS EQUIPMENT

BROAD FORM COVERAGE ENDORSEMENT – EO-0810-0124

Insuring Agreement:

If the "Declaration Page" shows that Watercraft, Outboard Motor and Miscellaneous Equipment Broad Form Coverage Endorsement applies, "We" insure "your" "Watercraft", "Outboard Motor(s)" and "Miscellaneous Equipment" listed on the "Declaration Page" for this coverage, against risks of direct physical loss or damage, subject to the terms and conditions below.

"You" are only insured within the territorial limits of Canada and the continental United States of America.

DEFINITIONS:

For the purposes of this endorsement:

"Miscellaneous Equipment" means the onboard accessories and equipment that are not permanently attached to the "Watercraft" "We" insure and pertain to its use and safety. "Miscellaneous Equipment" does not include water skis or other related sports equipment.

"Miscellaneous Equipment" does include boat covers, anchors, life preservers, lines, fire extinguishers, seat cushions, flares, hors, flaps, batteries, boxes, battery chargers, pumps, sails, and similar equipment.

"Outboard Motor(s)" means the outboard motor shown on the "Declaration Page" including its fuel tanks, battery, and electric starting equipment.

"Watercraft" means the pleasure craft shown on the "Declaration Page" including accessories and equipment permanently attached.

LOSS OR DAMAGE NOT INSURED:

Property Excluded

"We" do not insure loss or damage to any "Watercraft", "Outboard Motor(s)", or "Miscellaneous Equipment":

1. which is used for carrying people or property for compensation or which is chartered, leased, or used for any commercial purpose;
2. which is used in any illegal trade or transportation, or while being operated in any official race or speed test;
3. used outside the territorial limits described;
4. used in whole or in part for the illegal cultivation, harvesting, processing, manufacture, distribution or sale of cannabis or any product derived from, or containing, cannabis or any other substance falling within the Schedules of the Controlled Drugs and Substances Act, whether or not the insured is aware of such use of the property.

Perils Excluded

"We" do not insure against loss or damage resulting from, contributed to, or caused directly or indirectly by:

1. contamination or pollution or the release, discharge or dispersal of contaminants or "pollutants";
2. birds, moths, vermin (such as skunks and raccoons), rodents (such as squirrels and rats), insects or bats or domestic pets;
3. any process of refinishing, renovating, repairing, servicing, or maintenance;
4. ice, freezing or extremes of temperature;
5. wear, tear, gradual deterioration (including damage by marine life), mechanical defects or breakdown, scratching, marring, denting, chipping or abrasion, electrolysis, rust, corrosion, dampness or dryness of atmosphere or weathering or by any "Fungi" or "Spore(s)"; or
6. infidelity of others who borrow or use the property insured.

SPECIAL CONDITIONS:

Newly Acquired Equipment: If "You" acquire any additional "Watercraft", "Outboard Motor(s)" or "Miscellaneous Equipment" while this coverage is in effect, "We" will automatically insure it provided "You" tell "us" within 14 days of acquisition. Under this condition "We" will not pay more than 25% of the total limit of insurance provided by this coverage.

It is specifically understood and agreed, however, that this coverage will cease to cover such items if they are not reported to "us" within the said 14-day period.

Any loss or damage will not reduce the amounts of insurance provided by this coverage. If, following payment of a claim, "You" acquire any articles to replace those which were lost or damaged, "You" must tell "us" within 14 days of acquisition.

BASIS OF CLAIM PAYMENT

Actual Cash Value:

Unless stated otherwise, "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.

"Actual Cash Value" will consider the cost to repair or replace the lost or damaged property, whichever is less, with new materials of similar kind, quality, and usefulness, but with proper deduction for depreciation.

In determining the proper deduction for depreciation, "We" will consider:

- the condition of the property immediately before the loss or damage;
- the use of the property and its obsolescence;
- its resale value; and
- its normal life expectancy.

Replacement Cost:

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

If the "Declaration Page" indicates "Replacement Cost" basis of claim payment for an item(s) insured by this coverage "We" agree to make settlement on the "Replacement Cost" basis subject to the policy conditions and exclusions and the following provisions:

- a. the item is in use for its original purpose and has been maintained in good physical condition and insured to 100% of the "Replacement Cost" of the item;
- b. the repair or replacement must be made within a reasonable time after the damage;
- c. loss or damage to tires and batteries and betterment resulting from the necessary repair or replacement of prior damage that was not repaired shall be settled on an "Actual Cash Value" basis; and
- d. "We" will pay the lesser of:
 - i. the cost to repair with materials of similar kind and quality; or
 - ii. the cost of new items of similar kind, quality, and usefulness without any deduction for depreciation; or
 - iii. the applicable limit of insurance for this item as stated on the "Declaration Page",

Otherwise, the basis of claim payment will be "Actual Cash Value".

Coinurance: "We" will only be liable for no greater proportion of any loss than the amount of insurance bears to 100% of the "Actual Cash Value" or "Replacement Cost" value of the insured property.

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 "Declaration Page" in any one occurrence.

Any loss or damage will not reduce the amounts of insurance provided by this policy.

All other terms, definitions, exclusions, and conditions of the Policy to which this endorsement is attached apply and remain unchanged.

EO-0810-0124

POWER FLUCTUATION ENDORSEMENT RESIDENTIAL – EO-0700-0814

This endorsement modifies insurance coverage provided under the following:

If the Declaration Page shows that "Power Fluctuation" Coverage applies you are insured against direct loss or damage resulting from power fluctuation to the "contents" of your dwelling or private structures insured under Section 1 of this policy, for an amount up to the amount shown on policy declaration page subject to the definitions and exclusions of this coverage.

DEFINITIONS:

"Power Fluctuation" means a sudden rise or fall of electrical power.

"Contents" means personal property, electrical devices (including fixtures & fittings attached to a building), equipment and appliances insured by this policy.

EXCLUSIONS:

We do not insure loss or damage:

1. when the loss or damage is to only one item, one piece of equipment or one appliance, but this exclusion does not apply if:
 - (i) the item, equipment or appliance was protected by a surge protection device which was also damaged or destroyed; or
 - (ii) there was a known power fluctuation in the insured's area.
2. to property undergoing any process or while being worked on, where the damage results from such process or work.
3. to the item, equipment or appliance that generated the power surge, but resulting damage to other items, equipment, or appliances is covered.

All other policy terms, limits and conditions apply.

EO-0700-0814

BOAT OWNER'S POLICY – PP-0075-0712

INSURING AGREEMENT

In return for payment of the premium, we agree to indemnify the Insured named on the Declaration Page for all necessary and reasonable costs incurred from loss by sudden and unexpected occurrences as described and limited in the policy and subject to the terms and conditions set out within the policy. Failure to comply with any term, condition or any breach of warranty may result in the denial of a claim under this policy.

The policy consists of the Declarations page and four sections within the policy

The Declarations Page will show the coverage that you have purchased.

Section A describes coverage for the watercraft and property that you wish to insure.

Section B describes the insurance for your legal liability to others for bodily injury or property damage.

Section C describes the coverage available for medical expenses.

Section D describes the coverage available for the trailer.

Warranties, Additional Conditions and Statutory Conditions follow the four sections.

Subrogation

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

Your right to recover from us is not affected by a release from liability (hold harmless agreement) entered into by you prior to loss with marinas, yacht clubs and similar authorities where such agreements are necessary and customary.

DEFINITIONS –Applicable to Sections A, B, C & D

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

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

“Data Problem” means:

- i) erasure, destruction, corruption, misappropriation or misinterpretation of "Data";

- ii) error in creating, amending, entering, deleting or using "Data"; or
- iii) inability to receive, transmit or use "Data"; or damage to electronic data processing equipment or other related component system, process or device.

"Insured" means person(s) named on the declaration page and, while living in the same household; his or her spouse, the relatives of either or any other person under the age of 21 in their care. "Spouse" includes either of two persons who are not married to each other and have lived together continuously for a period of not less than three years or, in a relationship of some permanence where there is a child born of whom they are the natural or adoptive parents, and have cohabited within the preceding year. This also includes any other person operating the watercraft with prior permission from the named insured. This does not include a paid captain or any paid crew member of the insured watercraft, or any person, firm, corporation or other legal entity or any of their agents or employees operating a shipyard, boat repair facility, marina, yacht club or other similar business. Only the person named on the Declaration Page may take action against us.

"Navigational Limits"

We will pay for all insured loss or damage that occurs while the insured watercraft is afloat within the Great Lakes (including Georgian Bay) and their tributaries, the St. Lawrence River to Quebec City, the inland waters of Canada as well as the Hudson River to Tarrytown, New York, USA.

"Parasailing" means using your watercraft to tow a person in a device designed for flight.

"Spinnaker Flying" means a special type of sail that is designed specifically for sailing off the wind from a reaching course to a downwind; the spinnaker fills with wind and balloons out in front of the boat when it is deployed, called flying.

"Tender" means any watercraft(s) or dinghy(s) used to transport passengers to and from the watercraft when it is anchored offshore or in conjunction with the main watercraft.

"Trailer" includes the trailer and equipment which is permanently attached to the trailer.

"Watercraft" means the insured boat as described on the Declaration Page and includes machinery inside and outside the hull, spars, sails, tackle, tackle fittings, and equipment permanently attached to the boat.

"We" or **"us"** mean the Company or Insurer providing the insurance.

"You" or **"your"** means the persons(s) named as Insured on the Declaration Page.

DEFINITIONS –Applicable to Section A

"Accessories" means those items of watercraft equipment not permanently attached to a watercraft, motor or trailer and which are normal and customarily used on the watercraft such as (but not limited to) oars and life saving equipment.

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

"Insured Property" means the watercraft, including the power units, accessories and equipment.

"Motor" includes fuel container(s) and electric starting equipment or controls supplied therewith as integral equipment by the manufacturer.

"Personal Property" includes uninsured clothing, personal effects belonging to the named insured and family members while aboard the watercraft or being loaded or unloaded from the watercraft.

"Spores" includes, but is not limited to, one or more reproductive particles or microscopic fragments produced by, emitted from or arising out of any "fungi".

COVERAGES OF SECTION A – WATERCRAFT AND EQUIPMENT

Watercraft

We insure against all perils of direct physical loss or damage to watercraft, motors, trailers, accessories and equipment as described in this policy, while afloat or ashore, but subject to the limits, exclusions and conditions of this form. Coverage is limited to the limits of insurance as shown on the Declaration Page of the policy.

Tenders (Dinghy(s)/Outboard Motors)

We further agree to insure tenders (dinghy(s)) and/or outboard motors against all perils of direct physical loss or damage, subject to policy conditions, limitations and exclusions, while being carried on board or being towed by the insured watercraft or used in conjunction with the watercraft, as declared and described on the Declaration Page.

Personal Property

We agree to insure uninsured personal property against all perils of direct physical loss or damage subject to policy conditions and exclusions while on board or being carried on board the watercraft or used in conjunction with the watercraft. Personal Property is included up to a limit of **\$2,500** or as declared on the Declaration Page. Unless otherwise specified on the Declaration Page, uninsured fishing equipment is also covered, subject to a maximum limit of **\$500**, but not while in use. "Personal Property" does not include: currency, securities, letters of credit, tickets, passports and documents. Nor shall it cover any loss resulting from wear and tear, gradual deterioration, corrosion, inherent vice, changes in temperature, dampness or dryness of atmosphere, mechanical or electrical failure or disturbances unless caused directly by lightning.

Where other coverage for personal property is in effect, the coverage available on this policy becomes excess.

ADDITIONAL COVERAGES OF SECTION A

Emergency Towing

If Emergency Towing Endorsement is included on the Declaration Page then we will pay a maximum of **\$500** per occurrence toward the cost of towing the insured watercraft to the nearest service facility, irrespective of the cause of breakdown. The policy will only reimburse to a maximum of \$500, subject to the presentation of the receipted bills and acceptable evidence of loss.

Land Transportation

We will only cover the insured watercraft within a radius of 1000 kilometres from the location your watercraft is usually laid-up. The watercraft must be transported on a trailer designed for the purpose. Any extended distance must be described in the Declaration Page, if applicable. Coverage applies subject to policy limitation, conditions and exclusions.

In the event of a loss, we will provide up to **\$1,000** for loading and land transportation of the watercraft from the point of the nearest marine facility capable of dealing with the damaged watercraft, from the location where the loss occurred, to an appropriate repair facility. Transportation will be provided subject to the watercraft being shipped via a transport facility suitable to perform the task.

Newly Acquired Watercraft

If you acquire any new or additional watercraft, outboard motor or miscellaneous equipment applicable hereto, while this coverage is in effect, we will automatically insure it, provided you inform us within 30 days of delivery and pay any additional premium required. Under this condition we will not pay more than **25%** of the total limit of insurance presently provided by this policy.

It is specifically understood and agreed, however, that this coverage will cease to cover any such items if they are not reported to us within the said 30 day period. Any loss or damage will not reduce the amounts of insurance provided by this coverage. 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 of acquisition.

LIMITS OF SECTION A

Under Section A, we will not be liable for loss or damage to moorings, electronic equipment such as television equipment or C.B. radios which are not specifically designed for marine use or permanently built into the watercraft in excess of the amount of coverage stated for personal property.

EXCLUSIONS: SECTION A

PROPERTY EXCLUDED

We do not insure loss or damage for property:

1. which is illegally acquired, kept, stored or transported, or any property seized or confiscated for breach of any law or by order of any civil authority, but this exclusion shall not apply to property seized or confiscated for the purpose of destruction at the time of fire for the prevention of the spread of such fire;
2. which is used for carrying people or property for compensation or which is being chartered, leased or used for any commercial purpose;
3. which is used in any illegal trade or transportation; or
4. while being operated in any race or speed test, this exclusion does not apply to sailboats;
5. arising out of the use of the watercraft for parasailing or spinnaker flying;
6. which is used outside the navigational limits described;
7. to sporting equipment where the loss is due to its use;
8. which is used in whole or in part for the cultivation, harvesting, processing, manufacture, distribution or sale of marijuana or any product derived from, or containing, marijuana or any other substance falling within the Schedules of the Controlled Drugs and Substance Act, whether or not the Insured is aware of such use of property.
9. which is normally used as personal property while not aboard the watercraft or where such effects are insured elsewhere.

PERILS EXCLUDED

We do not insure against loss or damage resulting from, contributed to or caused directly or indirectly by:

10. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power;
11. any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
12. contamination or pollution or the release, discharge or dispersal of contaminants or pollutants;
13. wear and tear, scratching, marring, denting, gradual deterioration, rot, rust, corrosion, mould, weathering, electrolysis or galvanic action, blistering, or osmosis;
14. animals insects, termites, birds, moths, vermin (such as skunks and raccoons), rodents (such as mice, squirrels and rats), or household pets except for resultant fire;
15. faulty design, faulty repair, faulty workmanship, inherent vice, latent defect, the use of improper or defective materials or for the cost of replacing or repairing any defective part of the motor or the watercraft, lack of maintenance or mechanical breakdown;
16. any process of refinishing, renovating, repairing, servicing or maintenance or to any property undergoing the application of heat;
17. electrical currents other than lightning;
18. ice, freezing or extremes of temperature;
19. your intentional or criminal acts or failure to act, by an Insured or an Insured's employee;
20. caused by or resulting from the inability of the operator to maintain proper control of the watercraft while under the influence of intoxicating substances;
21. operator being convicted of an offense under the Criminal Code of Canada relating to the operation, care or control of the watercraft;
22. caused by or resulting from wrongful conversion, secretion, infidelity or other dishonest act or omission of the Insured
23. infidelity of others who borrow or use the insured property;
24. loss or damage resulting from any accident while the insured watercraft is on exhibition or rented to others;
25. theft by any persons to whom you entrust the property other than carriers for hire;
26. mysterious disappearance of equipment and other property not permanently attached to the hull or machinery;
27. transportation of insured vessel outside the radius of 1000 kilometres from the location watercraft is usually laid-up or when being transported on a trailer not suited to carrying watercraft.
28. data; or loss or damage resulting from, contributed to or caused directly or indirectly by a Data Problem(s).
29. terrorism or by any activity or decision of a government agency or other entity to prevent, respond or terminate terrorism. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence.

PROVISIONS OF SECTION A

1. Duty of Insured after Loss:

It is the duty of the Insured in the event that any property insured hereunder is damaged or lost to take all reasonable steps to recover such property or to protect such property from further damage. The Company shall contribute pro rata towards any reasonable and proper expenses in connection with the foregoing according to the respective interest of the parties.

1. Notice to Authorities:

Where loss is claimed to be due to fire, theft, collision, burglary, robbery, vandalism, malicious acts or damage to the watercraft, the Insured shall give immediate notice thereof to the police or other authorities having jurisdiction.

2. No Benefit to Bailee:

It is warranted by the Insured that this insurance does not apply directly or indirectly to the benefit of any carrier or other bailee.

3. Reinstatement:

In the event of a loss payment under any Section of this policy the premium applicable to the amount of such loss payment shall be deemed to be earned for the full term of the policy and the reduction in the amount insured under any Section of this policy, due to the loss or losses shall reduce the amount insured under all Sections of the policy, on the item affected. The reduction shall be automatically reinstated to the value of the repairs or replacement as they are affected. The maximum reinstatement will be the amount of the reduction. A reinstatement premium shall be payable upon demand.

4. Subrogation:

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

5. Other Insurance:

(a) The Company shall not be liable hereunder for more than the proportion of any loss or damage which the amount of this policy bears to the total of Fire Insurance under all contracts attaching, irrespective of whether such other contracts provide for other perils. If this policy covers two or more items this clause shall apply separately to each item.

(b) If the insured has at the date of this policy any other insurance on property covered hereby which is not disclosed to the Company, or hereafter affects any other insurance thereon without the written consent of the Company, this policy shall be void.

6. Non Waiver:

The Company shall deem no Exclusion, Definition or Provision of this policy to be waived by the Company in whole or in part unless the waiver is clearly expressed in writing, signed by a person authorized for that purpose. Neither the Company 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 to the investigation or adjustment of any claim under this policy.

8. Repair:

If the hull of the watercraft is made of plywood, plastic or fibreglass, or other material of similar nature, it is understood and agreed that in the event of damage caused by a peril insured against, the Company shall only be liable for repairs made by applying suitable patches, in accordance with the manufacturer's specifications or good repair practices.

9. Lay Up:

The watercraft is to be laid-up for the period of November 1st to April 1st unless shown otherwise on the Declaration Page and it must be laid up ashore and may not be used for living on board.

10. Navigational Limits:

We will pay for all insured loss or damage that occurs while the insured watercraft is afloat within the Great Lakes (including Georgian Bay) and their tributaries, the St. Lawrence River to Quebec City, the inland waters of Canada as well as the Hudson River to Tarrytown, New York, USA.

11. Inspection of Damage

The insured shall permit the insurer at all reasonable times to inspect the watercraft and its' equipment. We reserve the right to inspect the insured property prior to any repairs being authorized.

BASIS OF CLAIM PAYMENT SECTION A

We agree to indemnify the insured named in the declaration and pay all necessary and reasonable costs to repair the insured property for loss or damage covered by this policy.

Our liability in the event of a loss will be the least of the following:

Actual cash value of the property at the time of loss, destruction or damage or;

The interest of the insured in the property or;

The applicable limit of insurance on the declaration page(s) for each item, subject to any pro rata division for the specified policy period and subject always to the condition that we are liable only under the section(s) or coverage(s) as indicated on each item as scheduled on the declaration page(s) of this policy.

Waiver of depreciation on Partial Losses

In the event of an insured partial loss;

- i. On property or items of less than 12 years of age; and
- ii. Where the applicable limit of insurance is equal to a minimum of 90% of the actual cash value of the property or item sustaining the loss

We agree to pay:

All necessary and reasonable costs to repair the damage or replace the lost property without deduction for depreciation. If the total costs of the repairs or item replacement exceed the actual cash value of the complete watercraft, our liability will not exceed the limits as outlined in original basis of claim payment section A above.

All sails, protective canvass covers or other similar materials which are three years old or less will be settled on the basis of full replacement cost with no depreciation, otherwise any claim shall be settled on the basis of actual cash value.

For "tenders/dinghy(s)" and auxiliary outboard motors less than five (5) years of age, full replacement cost subject to policy limitations will apply. For all "tenders" and auxiliary outboard motors five years and older, claims will be settled on an actual cash value basis, with proper deduction for depreciation and under no circumstances will our liability exceed the declared amount.

Under no circumstances will our liability exceed the amount indicated on the Declaration Page.

We reserve the right to repair or replace the watercraft with materials of similar kind and quality.

Repair Clause

We reserve the right to repair or replace the vessel or any part thereof. Repairs may be made by applying suitable patches to the damaged hull area in accordance with good repair practice. These principles shall also rule in determining whether an insured watercraft is a constructive total loss. Should you have un-repaired damage to your watercraft and later suffer a total loss, whether covered by this policy or not, then we will not pay for the un-repaired damage.

Parts Clause

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, we will not pay for more than the insured value of the part lost or damaged, including the cost of installation.

Pairs and Sets Clause

In the case of loss or damage to any article or articles, whether scheduled or unscheduled which are part of a set, we will pay only a reasonable and fair proportion of the total value of the set, and such loss or damage will not be understood to mean total loss of the set.

Deductible Clause

In any one occurrence, we are liable only for the amount by which the insured loss or damage exceeds the amount of the deductible shown on the Declaration Page.

Full Average Clause

We will not be liable for a greater proportion of any loss than the amount of insurance bears to the actual cash value of the affected item at the time the loss occurs. It is applied separately to each item.

DEFINITIONS –Applicable to Section B

"Bodily injury" means bodily injury, sickness or disease, including death resulting therefrom sustained by any person.

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

“Property Damage” means damage to or destruction of property including loss of use thereof.

“Unidentified Watercraft” means one whose owner or driver cannot be determined.

“Uninsured Watercraft” means neither the owner nor the driver has liability insurance to cover bodily injury or property damage arising out of its ownership, use or operation, or the insurance is not collectible. However, this does not include a watercraft owned by or registered in the name of the insured person or their spouse.

“Watercraft” means the insured boat as described on the Declaration Page and includes hull, equipment & motor as well as tender as described on the declarations page.

SECTION B – PROTECTION AND INDEMNITY

Under Section B, we will pay all sums that you become legally liable to pay as compensatory damages because of bodily injury or property damage arising out of the ownership, operation of, maintenance or use of the described watercraft, tenders/dinghies and/or motors described while in the defined navigational limits. We will pay up to the limit of liability as stated on the declaration page for any one occurrence.

1. Bodily Injury and Property Damage Liability

To pay on behalf of the Insured all sums which the Insured shall become obligated to pay by reason of the liability imposed by law upon the insured, or the liability of others assumed by the Insured under any written agreement relating to the ownership, maintenance or use for pleasure purposes of the watercraft and/or motors described, for damages, including damages for care and loss of service, because of bodily injury or property damage. We will pay up to the limit of liability as stated on the declaration page for any one occurrence.

2. Medical Payments

To pay covered medical expenses subject to limitations and exclusions of the policy and declarations which are not covered by any other health plan or medical insurance for loss sustained by any person not hereinafter excluded by reason of the payment by or on behalf of such person of reasonable; medical, surgical, ambulance, hospital, professional, nursing and funeral expense, resulting from bodily injury caused by an accident to such person as a result of operating, being carried in or upon or getting onto, or alighting from a watercraft described, and incurred within one year of the date of the accident.

3. Uninsured and Unidentified Watercraft

If an amount is shown on the Declarations Page for “Uninsured and Unidentified Watercraft” we will pay up to that amount for damages, which, because of bodily injury received aboard your Insured Watercraft, you are legally entitled to recover from the Uninsured or Unidentified Watercraft.

We do not provide Uninsured or Unidentified Watercraft coverage:

- (i) for claims settled without our written consent;
- (ii) if the Uninsured or Unidentified Watercraft is owned or operated by a government body or agency or employee or any contractor/subcontractor of any government body or agency or employee of such contractor/subcontractor;
- (iii) for watercraft owned by or furnished for regular use by any one falling under the definition of an “Insured” person for the purposes of this policy;
- (iv) for anyone using the Insured Property without the consent of the Insured.

This coverage will not apply directly or indirectly to the benefit of any Insurer under any provincial or federal compensation law or act.

A person entitled to claim compensation for the bodily injury or death of an insured person must:

- (1) give us written notice of the claim within 30 days of the accident or, if unable as soon as possible after that;
- (2) if an unidentified watercraft causes bodily injury or death to an insured person, the insured person or their representative must report the accident within 24 hours, or if unable, as soon as possible after that, to a police officer or similar authority;
- (3) provide us with as much evidence as possible in support of the claim, giving details of the accident and the resulting loss. This should be done within 90 days of the accident or, if unable, as soon as possible after that;

- (4) provide us with a certificate from the medical or psychological advisor of the insured person if we request it. The certificate must state the cause of injury or death and, if appropriate, the nature of the injury and how long any disability is expected to last;
- (5) provide us with details of any other insurance policy, other than a life insurance policy, under which there is a right to compensation.

Payment under this coverage shall be reduced by:

- (a) all sums paid by or on behalf of those legally responsible;
- (b) all sums paid by any provincial or federal compensation law or act;
- (c) all sums paid under the Liability or Medical Payments coverage of this policy.

4. U.S.A. Longshoremen's and Harbor Workers' Compensation

This coverage is in force only when the insured vessel is being operated within U.S.A. territorial waters and/or within U.S.A. jurisdiction in accordance with policy navigating limits and conditions. We will cover you as the owner of an insured boat for liability you incur under the U.S.A. Federal Longshoremen's and Harbor Workers' Compensation Act (being Public Act No.803 of the 69th Congress of the United States of America approved March 4th, 1927 and all laws amendatory or supplementary to which may be or become effective while this Section of the policy is in force) up to the applicable statutory limits while this policy is in effect. It is understood and agreed that this insurance covers the liability under said Act, but in no case does this insurance extend beyond the provisions of said Act.

5. Removal of the Wreck

If you are legally obligated to remove or otherwise dispose of the wreck of the insured vessel, we will contribute to the amount necessary to attempt or actually remove or otherwise dispose of the wreck, or the amount for which you are held liable for failing to do so. The most we will be liable for is **100%** of the actual cash value of the watercraft, but not exceeding the policy limit.

The amount on the Declaration Page is the maximum we will pay, regardless of the number of Insured Persons, claims made, or boats, involved in any one accident, or series of accidents arising out of the same event.

LIMITS OF SECTION B

We will pay up to the limit of liability as stated on the declarations page for any one occurrence. We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. Our duty to settle or defend ends when the limit of liability is exhausted.

- (a) Under Coverages B1, B2, and B4, the limit stated on the Declaration Page is the limit of the Company's liability for all damages including damages for care and loss of service, in respect of any one occurrence, exclusive of interest and costs;
- (b) Under Coverage B3, **\$10,000** is the limit of the Company's liability for all expenses incurred by or on behalf of any one person for loss sustained due to the negligence of the operator of an Uninsured or Unidentified Watercraft.
- (c) Under coverage B5, the limit is 100% of the Actual Cash Value of the watercraft, but not exceeding the policy limit.

The inclusion herein of more than one Insured shall not operate to increase the limits of the Company's liability.

ADDITIONAL AGREEMENTS OF SECTION B

Defence, Settlement, Supplementary Payments: With respect to such insurance as afforded by this Policy under Coverage B1 and B2, the Company shall:

- (a) defend any suit against an Insured alleging such bodily injury or property damage and seeking damages on account thereof, even if such suit is groundless, false or fraudulent; but the Company may make such investigation, negotiation and settlement of any claim or suit as it deems expedient;
- (b) pay in addition to the applicable limits of liability:
 - (i) all expenses incurred by the Company, all costs taxed against an Insured in any such suit and any interest accruing after entry of judgment (or in those jurisdictions where interest accrues from the date of action, any interest accruing from such date) upon that part of the judgment which is within the limit(s) of the Company's liability;
 - (ii) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this Coverage B, but without any obligation to apply for or furnish any such bonds;

- (iii) expenses incurred by an Insured for such immediate medical and surgical relief to others as shall be imperative at the time of the accident;
- (iv) all reasonable expenses, other than loss of earnings, incurred by an Insured at the Company's request;
- (c) cover the use or operation by an Insured of watercraft which is not owned by the Insured;
- (d) cover watercraft acquired by an Insured during the period this policy is in force which is declared to the Company within 30 days of acquisition and endorsed hereon;

EXCLUSIONS: SECTION B

We do not insure claims made against you arising from:

- (1) liability imposed upon or assumed by an Insured under any Worker's Compensation Statute except, however, claims arising out of legal liability imposed upon the Insured by Common Law as amended by such Statute;
- (2)
 - (a) bodily injury or property damage caused intentionally by or at the direction of an Insured;
 - (b) bodily injury to any Insured, any person residing on the watercraft other than an employee whose duties are not incidental to any business pursuits of the Insured or any person to or for whom benefits are payable under any Worker's Compensation Statute or Longshoreman's and Harbour Workers' Compensation Laws because of such bodily injury;
- (3) property damage to:
 - (a) property owned, used or occupied by or leased to an Insured; or
 - (b) any property in the care, custody or control of an Insured; or
 - (c) any personal property or any fixtures as a result of any work performed thereon, by an Insured or anyone on their behalf;
- (4) liability assumed by an Insured under contract except customary hold harmless agreements required by yacht clubs or marinas, or liability that would attach in the absence of such contract;
- (5) those portions of such expenses payable or recoverable under any medical, dental, surgical or hospitalization plan or law or under any other Insurance Policy or Certificate issued to, or for the benefit of, any person for whom indemnity is provided;
- (6) bodily injury or property damage caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not); civil war, rebellion, revolution, insurrection or military power;
- (7) 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 group or pool of Companies or would be an Insured under any such Policy but for its termination upon exhaustion of its limit of liability;
- (8) bodily injury arising out of passage of a Communicable Disease from an insured to another person;
- (9) the insured watercraft while on exhibition, being rented to others, being used to carry persons or property for a fee or used for other commercial purposes;
- (10) the insured watercraft being used for parasailing or spinnaker flying;
- (11) participation in any race or speed contest, this exclusion does not apply to sailboats;
- (12) property used in whole or in part for the cultivation, harvesting, processing, manufacture, distribution or sale of marijuana or any product derived from, or containing, marijuana or any other substance falling within the Schedules of the Controlled Drugs and Substance Act, whether or not the Insured is aware of such use of property;
- (13) contamination or pollution or the release, discharge or dispersal of contaminants or pollutants;
- (14) your intentional or criminal acts or failure to act, by an Insured or an Insured's employee;
- (15) data; or loss or damage resulting from, contributed to or caused directly or indirectly by a Data Problem(s).
- (16) terrorism or by any activity or decision of a government agency or other entity to prevent, respond or terminate Terrorism.
Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence.
- (17) uninsured or Unidentified Watercraft coverage, for claims settled without our written consent; if the Uninsured or Unidentified Watercraft is owned or operated by a government body or agency or employee or any contractor/subcontractor of any government body or agency or employee of such contractor/subcontractor; for watercraft owned by or furnished for regular use by any one falling under the definition of an "Insured" person for the purposes of this policy; or anyone using the Insured Property without the consent of the Insured;
- (18) the insured watercraft while outside the defined navigational limits.

PROVISIONS OF SECTION B

1. Notice of Accident or Occurrence

When an accident or occurrence takes place written notice shall be given by or on behalf of the Insured to the Company or any of its' authorized agents as soon as practicable. Such notice shall contain particulars sufficient to identify the Insured and also, reasonable obtainable information with respect to the time, place and circumstances of the accident or occurrence, the names and addresses of the injured and of available witnesses.

2. Notice of Claim or Suit - Coverage B (1)

If claim is made or suit is brought against an Insured, the Insured shall immediately forward to the Company every demand, notice, summons or other process received by him or his representatives.

3. Assistance and Co-operation of the Insured - Coverage B(1)

The Insured shall co-operate with the Company and, upon the Company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The Insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of the accident or occurrence.

4. Medical Reports/Proof and Payment of Claim - Coverage B (2)

As soon as practicable the Insured shall arrange for the injured person or someone on his behalf to give to the Company written proof of claim, under oath if required, and at the request of the Company execute authorization to enable the Company to obtain medical reports and copies of records. The injured person shall submit to examination by physicians selected by the Company when and as often as the Company may reasonably require. The Company may pay the injured person or any person or organization rendering the services and such payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute admission of liability.

5. Action Against Company- Coverage B (1)

No action shall lie against the Company unless, as a condition precedent thereto, the Insured shall have fully complied with all the terms neither 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 Company.

6. Action Against Company - Coverage B (2)

No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms neither of this Policy, nor until 60 days after the required proofs of claim has been filed with the Company.

7. Other Insurance

If, at the time of an accident or occurrence covered by Section B, there is any other insurance which would attach if this insurance had not been affected, the Company under Section B shall be liable only for the excess, if any, of any loss over the applicable limit of the other insurance covering such loss.

SECTION C – MEDICAL PAYMENTS

We will pay reasonable medical expenses up to **\$5,000** in total incurred within one year of the date of an accident if any person is injured or killed while operating, being carried on, boarding or leaving or being towed (except parasailing) by a watercraft insured by this policy provided the watercraft is being operated by you or with your permission.

Medical expenses include surgery, dental, hospital, nursing, ambulance service and funeral expenses, but exclude the following expenses:

1. liability for expenses resulting from bodily injury to or the death of any person while engaged in the business of selling, repairing, servicing, or storing watercraft;
2. liability for those portions of such expenses recoverable under any Workers' Compensation Law or under any medical, surgical or hospitalization plan or law or under any other insurance policy or certificate issued to or for the benefit of any person for whom indemnity is provided under this policy.

The limit of **\$5,000** applies to any one accident regardless of the number of persons injured or killed in the accident. You shall arrange for the injured person, if requested, to:

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

Proofs and authorization may be given by someone acting on behalf of the injured person. You shall not bring suit against us until the amount of our obligation to pay has been finally determined either by Judgment against you or by an agreement which has our consent.

SECTION D- WATERCRAFT TRAILER INSURANCE

This policy, subject to all of its terms and conditions except as otherwise provided in this section, insures the Watercraft Trailer described on the Declaration Page and as defined in Section A of the policy for all risks of direct physical loss subject to policy conditions, limitations and exclusions.

We shall not pay more than the actual cash value of the property at the time any loss or damage occurs and the amount of loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused; and, shall in no event exceed what it would then cost to repair the same with material of like kind and quality.

Deductible Clause

In any one occurrence, we are liable only for the amount by which the insured loss or damage exceeds the amount of the deductible shown on the Declaration Page.

WARRANTIES

This section contains warranties that apply to all coverages of the policy. The breach of any Warranty contained in the policy or on the Declaration Page, will void the policy and discharge the insurer from all liability under the policy regardless of whether or not the breach is material to the loss.

1. Pleasure Watercraft Warranty

Your watercraft must be used only for private pleasure purposes.

2. Navigational Limits Warranty

We will pay for all insured loss or damage that occurs while the insured watercraft is afloat within "Navigational Limits" as defined in the policy unless otherwise specified on the Declaration Page.

3. Lay-Up Warranty

You warrant that the insured watercraft will be laid-up ashore from November 1st to April 1st, unless otherwise stated on the Declaration Page.

4. Propane Appliance(s) Warranty

Warranted that no propane refrigerator(s), propane heater(s) or propane furnace(s) propane stove(s) and propane water heater(s) with a pilot light is, or will be, installed on board the insured watercraft during the term of this policy.

5. Qualified Operators Warranty

It is hereby warranted and agreed that all operators must be in compliance with all government regulations and licensing requirements.

ADDITIONAL CONDITIONS

This section contains conditions that apply to all sections of this policy.

1. POLICY PERIOD:

This policy applies only to losses, which occur during the policy period stated on the Declaration Page.

2. TERRITORY:

This policy applies only to losses which occur while the watercraft is afloat within the geographical limits of this policy unless otherwise provided.

3. CHANGES:

This policy and the application submitted for insurance contains all the agreements between "you" and "us". No changes may be effected unless they are in writing and signed by "us".

4. TRANSFER OF INTEREST:

If you sell, transfer, mortgage, or pledge your watercraft or this policy, all coverage's herein will cease without further notice to you unless we accept such change in writing.

5. SEVERABILITY CLAUSE:

If any clause, word, phrase, provision or portion of this Policy is found to be unenforceable or invalid for any reason whatsoever, by any court of competent jurisdiction or by any arbitration panel, such determination shall

not affect any other clauses, word, phrase, provision or portion of this Policy, and each shall remain in full force and effect.

6. RIGHT TO RECOVERY:

If we make a payment under this policy and the person to, or for whom, payment was made has a right to recover damages from another, we shall be subrogated to that right. That person shall do whatever is necessary to enable us to exercise our rights and do nothing to prejudice them.

7. REINSTATEMENT:

The amount insured will not change following a loss if:

- (1) We repair or replace the property;
- (2) You replace the property and advise us full details within fifteen (15) days.

However, if you accept a cash settlement, and do not replace the property, then the amount insured will be reduced by the amount of the claim payment or the amount insured on the property deleted.

8. NOTICE TO AUTHORITIES:

Where loss is claimed to be due to fire, theft, collision, burglary, robbery, vandalism, malicious acts or injury to the watercraft, the Insured shall give immediate notice thereof to the police or other authorities having jurisdiction.

9. LEGAL ACTION AGAINST US:

No legal action may be brought against us unless:

- (a) There has been full compliance with all the provisions of this policy, and;
- (b) The action is started within one year after the loss.

If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another, we shall be subrogated to that right. That person shall do whatever is necessary to enable us to exercise our rights and do nothing to prejudice them.

10. SUBMISSION OF CLAIM:

We will not pay for any claim presented after one year from the date the loss or damage occurs.

11. PREMIUMS EARNED:

If payment is made for a total loss or constructive total loss then all premiums are deemed to be earned on the date of loss.

CONDITIONS REQUIRED BY LAW

With respect to Section B-Protection and Indemnity, Statutory Conditions 1, 3, 4, 5 and 15 only apply. Otherwise, all of the Conditions set forth under the titles Statutory Conditions and Additional Conditions apply with respect to all of the perils insured by this policy except as these Conditions may be modified or supplemented by the Forms or Endorsements attached.

STATUTORY CONDITIONS

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 of 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. This contract may be terminated,
 - a. by the Insurer giving to the Insured fifteen days' notice of termination by registered mail or five days' written notice of termination personally delivered;
 - b. by the Insured at any time on request.
2. Where this contract is terminated by the Insurer,
 - a. the Insurer shall refund the excess of premium actually paid by the Insured over the 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; and
 - b. the refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.
3. Where this contract is terminated by the Insured, the Insurer shall refund as soon as practicable the excess of premium actually paid by the Insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.
4. The refund may be made by money, postal or express company money order or cheque payable at par.
5. The fifteen days mentioned in clause (1) (a) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

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 sub condition (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 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.

PP-0075-0712

COMBINED LIMIT ENDORSEMENT – ED-0005-0118

If the "Declaration Page" indicates that the Combined Limit Endorsement applies, the Basis of Claim Payment is amended as follows:

If the limit of insurance stated on the "Declaration Page" for any of the Property Section Coverages: "Dwelling", Detached Private Structures, Personal Property or Additional Living Expense is inadequate to satisfy "your" loss, "you" may apply the unused limits of insurance remaining under any of these coverages until the total limits of insurance under these coverages become exhausted. The sum of the limits of insurance for "Dwelling", Detached Private Structures, Personal Property and Additional Living Expense is the Combined Limit.

"You" must comply with the following conditions:

1. The "Dwelling" is insured to 100% of its rebuilding cost;
2. "You" agree to accept each annual adjustment in the coverage limits of liability as recommended by us and pay the additional premium;

3. "You" notify us within 30 days of the start of any additions or other physical changes to the building(s), which may increase the rebuilding cost of the structure by 5% or more, and pay any resulting additional premium; and
4. The "dwelling" is promptly built on the same site.

If "you" do not comply with the above conditions this Endorsement will not apply. The applicable individual policy limits stated on the "Declaration Page" for "Dwelling", Detached Private Structures, Personal Property or Additional Living Expense will apply.

If Guaranteed Rebuilding Cost Endorsement is shown on the "Declaration Page" and in the event of an insured loss to the "Dwelling", the limit shown for "Dwelling" is subtracted from the Combined Limit and the loss on the "Dwelling" is settled in accordance with Guaranteed Rebuilding Cost Endorsement. Additional loss on Detached Private Structures, Personal Property and/or Additional Living Expense will be paid up to the remaining portion of the Combined Limit.

All other terms, limits and conditions of the policy to which this form is attached apply.

ED-0005-0118

SECTION 4 - COVERAGE JJ - ANIMALS - STANDARD NAMED PERILS FORM EO-0115-0197

If the Declaration Page shows that Coverage JJ - Animals - Standard Named Perils Form applies, we insure your animal(s) shown on the Declaration Page for this coverage against direct death or destruction of the insured animal (s) caused by the perils as described and limited below. We will pay up to the amount shown for each animal. Where a "V" appears beside an animal, that animal is valued for the amount shown.

1. FIRE, EXPLOSION, OR LIGHTNING.
2. SMOKE: This peril means smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the premises, but not smoke from fireplaces or woodstoves.
3. WINDSTORM OR HAIL.
4. RIOT, RIOT ATTENDING A STRIKE.
5. EARTHQUAKE, COLLAPSE OF BUILDINGS, BRIDGES OR CULVERTS.
6. FLOOD: This peril means waves, tide or tidal water, and the rising (including the overflowing or breaking of boundaries) of lakes, ponds, reservoirs, rivers, harbours, streams and similar bodies of water, whether driven by wind or not.
7. COLLISION OR DERAILMENT OR OVERTURN of a vehicle on which insured property is being transported.
8. IMPACT BY AIRCRAFT OR LAND VEHICLE.
9. STRANDING, SINKING, BURNING OR COLLISION of vessels including general average and salvage charges incurred, while waterborne on land vehicles on board any regular ferry while operated on inland or coastal waterways only.
10. THEFT
11. ACCIDENTAL SHOOTING.
12. DROWNING.
13. ELECTROCUTION.
14. ATTACK BY WILD ANIMALS OR NON-OWNED DOGS.
15. BLIZZARD, SNOWSTORM, SLEETSTORM OR RAINSTORM.
16. VANDALISM OR MALICIOUS ACTS.
17. ELECTRICAL POWER INTERRUPTION.
18. HUDDLING, PILING, SMOTHERING, FREEZING, OR STAMPEDING: This peril does not apply unless it is the immediate and direct result of one of the perils 1 to 17 above causing actual physical damage to the buildings in which such insured animals are confined.
19. ENTRAPMENT: This peril means the accidental and involuntary physical restraint of an animal resulting in the death or destruction of the entrapped animal. There is no coverage under this peril:
 - (a) to animals in the process of being bred, either by natural or artificial means;
 - (b) for death due to animal birth or while the animal is birthing;
 - (c) for animals in transit or while being loaded or unloaded;
 - (d) for choking on objects or food, bloat or medicine taken;
 - (e) to any animal which contracted a disease or is sick prior to entrapment;
 - (f) for animals being handled or forcibly restrained for care or treatment;
 - (g) for death caused by huddling, piling, smothering, freezing or stampeding;
 - (h) for death resulting from physical injury due to a beast having been split;
 - (i) for suffocation of animals in their own fluids, when caused by the animals natural inability to regain an upright position.
20. FUMES.

LOSS OR DAMAGE NOT INSURED

We do not insure loss or damage:

1. caused by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
2. caused by any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
3. caused by or resulting from contamination or pollution, or the release, discharge or dispersal of contaminants or pollutants, except as provided under Additional Coverages;
4. caused by mechanical or electrical breakdown or failure, or repairing or maintenance operations unless specific coverage is included in your policy;
5. resulting from intentional or criminal acts or failure to act by you, your employees or anyone to whom the damaged or lost property is entrusted;
6. to any property illegally acquired or kept;
7. to any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
8. because of the voluntary parting with title or ownership, whether or not induced to do so by any fraudulent scheme, trick, device or false pretences;
9. caused by freezing or extremes of temperature unless specific coverage is included in your policy;
10. caused by mysterious disappearance.

SPECIAL CONDITION OF THIS COVERAGE

In case of an animal alleged to have been killed by lightning, fumes, electrical power interruption, or accidental physical entrapment, the carcass must not be moved without our approval. Satisfactory evidence that death occurred from one of these perils must be produced.

ADDITIONAL AGREEMENTS OF THIS COVERAGE

NEWLY ACQUIRED ANIMALS

If you acquire any additional animals similar to those scheduled, we will automatically insure these under this coverage if you notify us within 14 days. We will pay a maximum of 25% of the total amount of insurance per class of animal shown on the Declaration Page subject to a limit of \$1,000.00 per animal or the purchase price whichever is the lesser.

Any loss or damage will not reduce the amount of insurance provided by this coverage. If, following payment of a claim, you acquire any animals to replace those which were lost or damaged, you must tell us within 30 days of acquisition.

PROFESSIONAL FEES

We agree to pay for reasonable fees due to veterinarians or other professionals whom you employ at our request to confirm the cause of death, or other documents or relevant information on your business, which we will require following a loss to determine the amount payable under the present policy.

ALL THE OTHER CONDITIONS OF THIS POLICY APPLY TO THIS COVERAGE

EO-0115-0197

EARTHQUAKE ENDORSEMENT – EO-0016-0419

INSURING AGREEMENT:

If the "Declaration Page" shows that the Earthquake Endorsement applies, this insurance extends the insured perils to include direct loss or damage caused directly by the peril of "earthquake" as defined in this endorsement; subject to the terms and conditions of this endorsement. When applicable, coverage provided is at the specified location to the which this endorsement is attached and described on the "Declaration Page".

EARTHQUAKE DEFINED:

For the purpose of this coverage, "earthquake" includes snowslide, iceslide, landslide or other earth movements whether natural or man-made; occurring concurrently with and directly resulting from an "earthquake".

More than one "earthquake" occurring within any consecutive one hundred and sixty-eight (168) hours during the term of this policy will be deemed a single "earthquake" for the purpose of this coverage. Each loss caused by "earthquake" will be considered a single claim under this coverage. However, "we" shall not be liable for any loss or damage caused by any "earthquake" occurring before this endorsement becomes effective nor for any loss or damage caused by any "earthquake" occurring after the expiration of this policy; however, the expiration of this policy will not reduce the 168-hour period.

If applicable; Loss Assessment Charges in the Residential "Condominium Unit Owners" policy, we will pay for "your" share of any special assessment up to \$25,000 for that portion of any assessment made necessary by direct loss or

damage to the collectively owned property caused by "earthquake" if the assessment is valid under the governing rules of the "Condominium Corporation".

DEDUCTIBLE:

- A. "We" will pay for the amount by which the loss or damage caused by "earthquake" in any one occurrence exceeds the dollar deductible specified on the "Declaration Page" for this coverage;
- B. If a percentage is shown as the "earthquake" deductible, the amount of the deductible shall be that percentage of the "actual cash value" (or for property subject to a replacement cost endorsement, the "replacement cost"), of the total insured property;
- C. If both a dollar deductible and a percentage deductible are shown on the "Declaration Page" of this policy as "earthquake" deductible, the higher deductible amount will apply.

This deductible clause supersedes the provisions of any other deductible clause stated elsewhere in the policy.

LOSS OR DAMAGE NOT INSURED:

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

1. fire, explosion, smoke, "leakage" from fire protective equipment, theft, riot, vandalism and malicious acts, "flood" of any nature, waves, tidal waves, high "water", waterborne objects or ice, whether or not caused by or attributable to "earthquake";
2. wind, hail, rain or snow damage to your personal property within a building or to the interior of a building, unless the direct force of an "earthquake" first creates an opening in the roof or walls of the building;
3. by "earthquake"; if applicable, for the description of Additional Protection for Building in the Residential "Condominium Unit Owners" Policy in the event the "Condominium Corporation" has no insurance, or its insurance is inadequate, or its insurance is not effective, to insure your interest in the condominium unit you own.

ANNUAL AGGREGATE LIMIT

If an Annual Aggregate Limit is specified in the "Declaration Page" with respect to this endorsement, the stated limit is the maximum payable by the Insurer in each "annual period".

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

EO-0016-0419

HOME SYSTEMS PROTECTION COVERAGE ENDORSEMENT – EO-0940-0723

AGREEMENT:

If the Declaration Page shows that the Home Systems Protection Coverage applies "we" will provide the insurance described in this form in compliance with all applicable provisions (including but not limited to Conditions, Definitions and Exclusions) of "your" residential insurance policy. Coverage provided under this Endorsement does not increase any limit of liability under Section I. There is a "waiting period" for coverage. No claim incurred during the first thirty (30) days following the effective date is covered under the coverage provided by this Endorsement.

DEFINITIONS:

The following definitions are added:

"Actual Cash Value"

"Actual Cash Value" means the cost to replace the "Covered Home Equipment", with new materials of similar kind, quality, and usefulness, but with proper deduction for depreciation. In determining the proper deduction for depreciation, "we" will consider:

- (a) The condition of the property immediately before the loss or damage;
- (b) The use of the property and its obsolescence;
- (c) Its resale value; and
- (d) Its normal life expectancy.

"Covered Home Equipment"

1. "Covered home equipment" means property covered under Coverage A – Dwelling Building, Coverage B – Detached Private Structures or Coverage C – Personal Property:
 - (a) that generates, transmits or utilizes energy; or
 - (b) which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.
2. None of the following is "Covered Home Equipment":
 - (a) supporting structure, cabinet or compartment;

- (b) insulating material associated with "Covered Home Equipment";
- (c) household "water" piping other than boiler feedwater piping, boiler condensate return piping or "water" piping connected to a heating or air conditioning system;
- (d) wastewater piping or piping forming a part of a fire protective sprinkler or irrigation system;
- (e) buried or encased piping or buried vessels, however, interior buried or encased piping connected to a heating or air conditioning system is "Covered Home Equipment";
- (f) fuel storage tank or septic tank;
- (g) software or electronic data; or
- (h) vehicle, whether or not designed for travel on public roads. This includes, but is not limited to a car, truck, motor home, motorcycle, all-terrain vehicle, moped, snowmobile, trailer, watercraft, aircraft, unmanned aerial vehicle, tractor or riding mower, except motorized: wheelchairs, scooters, toys or model aircraft.

"Cyber Event"

"Cyber Event" means cyber activity including but not limited to:

1. The introduction of malicious code including viruses, worms, Trojans, spyware and key loggers within "Covered Home Equipment"; or
2. Unauthorized electronic access to "Covered Home Equipment" or to electronic data or software within or used with "Covered Home Equipment".

"Electronic Circuitry"

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

"Electronic Circuitry Impairment"

"Electronic Circuitry Impairment" means an accidental event involving "Electronic Circuitry" within "Covered Home Equipment" that causes "Covered Home Equipment" to suddenly lose its ability to function as it had been functioning immediately before such event. An "Electronic Circuitry Impairment" must also meet each of the following conditions:

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

"Equipment Breakdown"

1. "Equipment breakdown" means a sudden and accidental:
 - (a) Mechanical breakdown; or
 - (b) Electrical breakdown; or
 - (c) Bursting, cracking or splitting;
 of "Covered Home Equipment" that results in direct physical damage and requires repair or replacement of all or part of the damaged "Covered Home Equipment".
2. None of the following is an "Equipment Breakdown":
 - (a) Rust, corrosion (including pinhole leaks), erosion, deterioration or gradual loss of efficiency or functionality of "Covered Home Equipment";
 - (b) Leakage or seepage at or from any connection, valve, fitting, shaft or seal;
 - (c) Complete or partial interruption of electrical power, fuel or water supply, whether deliberate or accidental;
 - (d) Any condition which can be corrected by resetting, recalibrating or by the performance of maintenance; or
 - (e) Cosmetic or other damage that does not impair functionality.

"Home System Breakdown"

1. "Home System Breakdown" means an "Equipment Breakdown" or "Electronic Circuitry Impairment".
2. None of the following is a "Home System Breakdown":
 - (a) Any programming error, programming limitation, loss of data, loss of access, loss of use, loss of functionality or other condition within or involving data or media of any kind; or
 - (b) A "Cyber Event".However, an ensuing "Equipment Breakdown" or "Electronic Circuitry Impairment" will be considered a "Home System Breakdown".

"One Home System Breakdown"

"One Home System Breakdown" means if an initial "Home System Breakdown" causes other "Home System Breakdowns," all will be considered "One Home System Breakdown." All "Home System Breakdowns" that are the result of the same event will be considered "One Home System Breakdown."

"Waiting Period"

"Waiting Period" means the period of time specified which you must wait before any coverage comes into effect. Any "Home System Breakdown" which occurs during this time is not covered. You can file a claim only when the "Waiting Period" has passed.

PROPERTY COVERAGES:

The following coverages are added, subject to the applicable "Home Systems Protection" Limit of Liability, unless otherwise specified below:

1. Home Systems Protection**(a) Damage to "Covered Home Equipment"**

"We" will pay for physical loss or damage to "Covered Home Equipment" that is the direct result of a "Home System Breakdown" that occurs on or off the "premises." "We" will consider "Electronic Circuitry Impairment" to be physical damage to "Covered Home Equipment".

(b) Spoilage

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

- i) for physical damage due to spoilage that is the result of a "Home System Breakdown"; and
- ii) any necessary and reasonable expenses "you" incur to save and preserve the food from spoilage and reduce the amount of loss under this coverage to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.

Our payment will be determined based on the replacement cost of the food in a refrigerator or freezer at the time of the "Home System Breakdown". "We" will pay up to \$500 or the Limit shown in "your" policy for Refrigerated Property Coverage, whichever is greater. However, in no event "we" will pay more than \$5,000 under this Spoilage coverage for any "One Home System Breakdown", regardless of the number of appliances which stop working at the same time.

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

(c) Additional Living Expenses and Fair Rental Value

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

(d) Expediting Expenses

With respect to "your" "Covered Home Equipment" that is damaged as the result of a "Home System Breakdown," "we" will pay the reasonable extra cost to:

- i) make temporary repairs; or
- ii) expedite permanent repairs or permanent replacement.

EXCLUSIONS:

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

1. Earth Movement

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

- (a) Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
- (b) Landslide, mudslide or mudflow;
- (c) Subsidence or sinkhole collapse;
- (d) Tsunami or volcanic eruption; or
- (e) Any other naturally occurring earth movement including earth sinking, rising or shifting.

2. Electrical Disturbance

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

3. Installation or Repair

"We" do not cover loss or damage to "Covered Home Equipment" while it is being installed, dismantled or repaired. However, this exclusion shall not apply if a covered "Home System Breakdown" necessitated such installation, dismantling or repair.

4. Property Perils

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

- (a) fire, including fire resulting from a "Home System Breakdown", or Smoke;
- (b) water or other means used to extinguish a fire;
- (c) explosion;
- (d) lightning;
- (e) windstorm or hail;
- (f) impact by aircraft, spacecraft or land vehicle;
- (g) breakage of glass;
- (h) falling objects;
- (i) weight of snow, ice or sleet;
- (j) freezing caused by cold weather or resulting from a "Home System Breakdown";
- (k) collapse;
- (l) riot or civil commotion;
- (m) vandalism or malicious act that causes damage or destruction, however, this exclusion does not apply to a "Cyber Event";
- (n) theft, including damage by attempted theft; or
- (o) flood, surface water, waves, tides, tidal waves, overflow of any body of water or their spray, all whether driven by wind or not.

5. Water Damage

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

- a. water that backs up or overflows from a sewer, drain or sump; or
- b. any other water damage including water damage resulting from a "Home System Breakdown".

6. Property Not Covered

"We" will not pay for any property that is not "Covered Home Equipment" except for spoiled food to the extent it is covered under Spoilage in PROPERTY COVERAGES.

7. Property Covered Elsewhere

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

CONDITIONS:

The following Conditions are added:

1. Limit of Liability

The Limit of Liability under this Home Systems Protection coverage for loss, damage or expense during the policy period, arising from any "One Home System Breakdown" to "Covered Home Equipment", is \$50,000.

Individual coverages are subject to limits. The most we will pay under any such coverage for loss, damage or expense arising from any "One Home System Breakdown" is the amount indicated as the limit for that coverage in the PROPERTY COVERAGES. These limits are a part of, and not in addition to, the Home Systems Protection Limit of Liability.

2. Waiting Period

This Endorsement contains a "Waiting Period". No "Home System Breakdown" which occurs during the first thirty (30) days following the effective date of this Endorsement is covered.

This "Waiting Period" shall not apply to:

- (a) Any subsequent renewal of the Policy to which this Endorsement attaches; or
- (b) Where you had previous coverage substantially similar to that described in this Endorsement, provided that the effective date of this Endorsement immediately follows the expiry date of that previous coverage.

3. Deductible

"We" will pay only that part of the total payable loss, arising from any "One Home System Breakdown", that exceeds the Home Systems Protection Deductible shown in the Declaration Page, subject to the applicable Limit of Liability in this Endorsement.

4. Environmental, Safety and Efficiency Improvements

If "Covered Home Equipment" requires replacement due to a "Home System Breakdown," "we" will pay "your" additional cost to replace with equipment that is better for the environment, safer for people, or more energy or "water" efficient than the equipment being replaced.

However, "we" will not pay to increase the size or capacity of the equipment and "we" will not pay more than 150% of what the cost would have been to replace with like kind and quality. This condition does not apply to the replacement of component parts or to any property to which "Actual Cash Value" applies and does not increase any of the applicable limits.

5. Loss Settlement

Losses under this Endorsement will be settled as follows:

- (a) "Our" payment for damaged "Covered Home Equipment" that is less than fifteen (15) years old from the date of manufacture, will be the lesser of:
 - i. The applicable Limit of Liability;
 - ii. The cost to repair the damaged "Covered Home Equipment";
 - iii. The cost to replace the damaged "Covered Home Equipment" with similar kind, quality and capacity on the same premises; or
 - iv. The necessary amount actually spent to repair or replace the damaged "Covered Home Equipment".
- (b) "Our" payment for damaged "Covered Home Equipment" that is fifteen (15) years old or older from the date of manufacture, will be the lesser of:
 - i. The applicable Limit of Liability;
 - ii. The cost to repair the damaged "Covered Home Equipment"; or
 - iii. The "Actual Cash Value" of the damaged "Covered Home Equipment".
- (c) Except as described in Condition 4. Environmental, Safety and Efficiency Improvements above, "you" are responsible for the extra cost of replacing damaged "Covered Home Equipment" with property of a better kind or quality or of a different size or capacity.
- (d) If "you" do not repair or replace the damaged "Covered Home Equipment" within twenty four (24) months after the date of the "Home System Breakdown", then we will pay only the lesser of:
 - i. The cost it would have taken to repair or replace at the time of the "Home System Breakdown";
 - ii. The "Actual Cash Value" at the time of the "Home System Breakdown"; or
 - iii. The applicable Home Systems Protection Limit of Liability.

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

EO-0940-0723

SERVICE LINE COVERAGE ENDORSMENT- EO-0935-0723

AGREEMENT:

If the Declaration Page shows that the Service Line Coverage applies "we" will provide the insurance described in this form in compliance with all applicable provisions (including but not limited to Conditions, Definitions and Exclusions) of "your" residential insurance policy. The most "we" will pay for loss, damage or expense under this form arising from any "one service line failure" is \$10,000. There is a waiting period for coverage. No claim incurred during the first thirty (30) days following the effective date is covered under the coverage provided by this form.

DEFINITIONS:

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

"Covered Service Line"

1. "Covered Service Line" means exterior underground piping and wiring, including permanent connections, valves or attached devices providing one of the following services to "your" premises:
 - (a) communications, including cable transmission, data transmission, internet access and telecommunications;
 - (b) compressed air;
 - (c) drainage;
 - (d) electrical power;
 - (e) heating, including geothermal, natural gas, propane and steam;
 - (f) waste disposal; or
 - (g) water
2. A "Covered Service Line" must be owned by "you" or "you" must be responsible for its repair or replacement as required by law, regulation or service agreement. Should repair or replacement be "your" responsibility, a "Covered Service Line" ends at the precise location where "your" responsibility for such repair or replacement ends. However, in no event will a "Covered Service Line" extend beyond the point of connection to the main service or utility line.
3. "Covered Service Line" does not include:
 - (a) Piping or wiring that is not connected and ready for use;
 - (b) that part of piping or wiring that runs through or under a body of water, including but not limited to a swimming pool, pond or lake;
 - (c) that part of piping or wiring that runs under the dwelling or other structure, however, this clause 3.(c) shall not apply to piping or wiring that runs under:
 - i. a driveway or walkway;
 - ii. a structure, such as a deck raised sufficiently from the ground that such piping or wiring can be accessed without damaging or dismantling any structure; or
 - (d) sprinkler system pipes.

"Earth Movement" means:

1. earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
2. landslide, mudslide or mudflow;
3. subsidence or sinkhole collapse;
4. tsunami or volcanic action; or
5. any other naturally occurring earth movement including earth sinking, rising or shifting.

"One Service Line Failure" means if an initial "Service Line Failure" causes other "Service Line Failures," all will be considered "One Service Line Failure." All "Service Line Failures" that are the result of the same event will be considered "One Service Line Failure."

"Service Line Failure" means a leak, break tear, rupture, collapse or electrical arcing of a "Covered Service Line" not otherwise excluded by this Endorsement. A "Service Line Failure" may be caused by, but is not limited to, the following perils:

1. wear and tear, marring, deterioration or hidden decay;
2. rust or other corrosion;
3. mechanical breakdown, latent defect or inherent vice;
4. weight of vehicles, equipment, animals or people;

5. vermin, insects, rodents or other animals;
6. artificially generated electrical current;
7. freezing or frost heave;
8. external force from a shovel, backhoe or other form of excavation; or
9. tree or other root invasion.

"Service line failure" does not include blockage, sag or low pressure of a "Covered Service Line" when there is no physical damage to the "Covered Service Line".

"Waiting Period"

"Waiting Period" means the period of time specified which "you" must wait before any coverage comes into effect.

Any "Service Line Failure" which occurs during this time is not covered. "You" can file a claim only when the "Waiting Period" has passed.

COVERAGES:

The following coverages are added, subject to the limit provided under the Agreement section of this form:

1. **Damage to "Covered Service Line"**
"We" will pay for physical loss or damage to "your" "Covered Service Line" that is the direct result of a "Service Line Failure."
2. **Excavation Costs**
With respect to "your" "Covered Service Line" that is damaged as the result of a "Service Line Failure," "we" will pay the necessary and reasonable excavation costs that are required to repair or replace the damaged "Covered Service Line."
3. **Expediting Expenses**
With respect to "your" "Covered Service Line" that is damaged as the result of a "Service Line Failure", "we" will pay the reasonable extra cost to:
 - (a) make temporary repairs; and
 - (b) expedite permanent repairs or permanent replacement.
4. **Outdoor Property**
"We" will pay for "your" outdoor property, including but not limited to trees, shrubs, plants, lawns, walkways and driveways, that is damaged as a result of a "Service Line Failure" or that is damaged during the excavation of "your" "Covered Service Line" following a "Service Line Failure."
5. **Additional Living Expenses**
Coverage for Additional Living Expenses and Fair Rental Value, as described under Coverage D – Additional Living Expenses, is extended to the coverage provided by this Service Line Coverage.

EXCLUSIONS:

In addition to all other exclusions indicated in your Policy, the following exclusions are added to this Service Line Coverage:

1. **Earth Movement**
"We" will not pay for loss, damage or expense caused directly or indirectly by "Earth Movement", except for "Earth Movement" that results from the ground thawing after a freeze.
2. **Increased Usage of Services**
"We" will not pay additional costs incurred for loss or increased usage of "water", natural gas, propane or any other service caused by or resulting from a "Service Line Failure".
3. **Installation or Repair**
"We" will not pay for loss or damage to a "Covered Service Line" that is damaged while it is being installed, dismantled or repaired. However, this exclusion shall not apply if a covered "Service Line Failure" necessitated such installation, dismantling or repair.

4. **Pollutant Clean Up**

"We" will not pay to clean up or remove pollutants, hazardous waste or sewage.

5. **Property Perils**

"We" will not pay for loss, damage or expense caused directly or indirectly by any of the following perils:

- (a) fire, including fire resulting from a "Service Line Failure", or smoke;
- (b) "water" or other means used to extinguish a fire;
- (c) explosion;
- (d) lightning;
- (e) windstorm or hail;
- (f) impact by aircraft;
- (g) breakage of glass;
- (h) riot or civil commotion;
- (i) theft, including damage by attempted theft; or
- (j) flood, surface "water", waves, tides, tidal waves, overflow of any body of "water" or their spray, all whether driven by wind or not or "water" that backs up or overflows from a sewer, drain or sump.

6. **Property Not Covered**

"We" will not pay for loss or damage to:

- (a) Septic systems, including leach fields, septic tanks, pumps, motors or piping that runs from the septic tank to the leach fields, other than loss or damage to covered waste disposal piping running from "your" dwelling or other structure to a septic tank ;
- (b) "Water" wells, including well pumps or motors;
- (c) Above ground heating and cooling systems, including heat pumps; or
- (d) Sprinkler system pumps, motors or heads.

7. **Property Covered Elsewhere**

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

CONDITIONS:

The following conditions are added:

1. **Limit of Liability**

The most we will pay under this Endorsement for loss, damage or expense during the policy period, arising from any "One Service Line Failure" to any "Covered Service Line" is \$10,000.

2. **Waiting Period**

This Endorsement contains a "Waiting Period". No "Service Line Failure" which occurs during the first thirty (30) days following the effective date of this Endorsement is covered.

This "Waiting Period" shall not apply to:

- (a) Any subsequent renewal of the Policy to which this Endorsement attaches; or
- (b) Where "you" had previous coverage substantially similar to that described in this Endorsement, provided that the effective date of this Endorsement immediately follows the expiry date of that previous coverage.

3. **Deductible**

"We" will pay only that part of the total payable loss, arising from any "One Service Line Failure", that exceeds the Service Line Deductible shown in the Declarations, subject to the applicable Limit of Liability in this Endorsement.

4. **Environmental, Safety and Efficiency Improvements**

If a "Covered Service Line" requires replacement due to a "Service Line Failure," "we" will pay "your" additional cost to replace with materials that are better for the environment, safer for people, or more energy or "water" efficient than the materials being replaced.

However, "we" will not pay to increase the size or capacity of the materials and "we" will not pay more than 150% of what the cost would have been to replace with similar kind and quality. This condition does not increase the limit that applies to this Service Line Coverage.

5. **Loss Settlement**

Losses under this Service Line Coverage will be settled as follows:

- (a) Our payment for damaged "Covered Service Line" will be the lesser of:
- The applicable Limit of Liability;
 - The cost to repair the damaged "Covered Service Line";
 - The cost to replace the damaged "Covered Service Line" with similar kind, quality and capacity on the same premises; or
 - The necessary amount actually spent to repair or replace the damaged "Covered Service Line".
- (b) Except as described in Environmental, Safety and Efficiency Improvements above, you are responsible for the extra cost of replacing damaged "Covered Service Line", unless such alteration or relocation for the extra cost to alter or relocate "Covered Service Line", with materials of a better kind, quality or of a different size or capacity.
- (c) You are responsible for the extra cost to alter or relocate "Covered Service Line", unless such alteration or relocation is required by law or ordinance.
- (d) You are responsible for any extra cost incurred to remove, replace or repair any structure when such cost is incurred to access the "Covered Service Line".
6. **Other Insurance Clause:**
If there is other insurance that applies to a loss or claim, or would have applied if this coverage did not exist, this coverage will be considered excess insurance and there will be no payment for any loss or claim until the amount of such other insurance is used up.

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

EO-0935-0723

FUNCTIONAL REBUILDING COST ENDORSEMENT – ED-0055-0118

If the "Declaration Page" shows that the Functional Rebuilding Cost Endorsement applies, the Basis of Claim Payment for the "Dwelling" is amended as follows:

If this is an insured loss, "we" will pay for loss or damage if "you" repair or replace the damaged or destroyed "dwelling" on the same location with current and common building materials using current building techniques within a reasonable amount of 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 for the "dwelling" provided:

- The amount of insurance shown on the "Declaration Page" for the "dwelling" represents 100% of the cost to rebuild the insured "dwelling" on the same site with current and common materials and methods which are functionally equivalent to custom, antique or obsolete materials and methods used when the "dwelling" was first constructed;
- "You" agree to accept each annual adjustment in the amount of insurance as recommended by "us" and pay the additional premium; and
- "You" notify "us" within 30 days of the start of any additions or other physical changes to the "dwelling", which may increase the rebuilding cost of the structure by 5% or more, and pay any resulting additional premium.

(B) the "Actual Cash Value" of the damage at the date of the occurrence.

"Actual Cash Value" will consider the cost to repair or replace the lost or damaged property, whichever is less, with new materials of similar kind, quality, and usefulness, but with proper deduction for depreciation.

In determining the proper deduction for depreciation, "we" will consider:

- The condition of the property immediately before the loss or damage;
- The use of the property and its obsolescence;
- Its resale value; and
- Its normal life expectancy.

All other terms, limits and conditions of the policy to which this form is attached apply.

ED-0055-0118

Identity Fraud Endorsement – EO-0870-0612

Insuring Agreement

If the Declaration Page shows that the Identity Fraud Endorsement applies we agree that coverage is extended to include reimbursement of costs you actually incur resulting from Identity Fraud as defined and limited herein. The maximum limit paid in any one occurrence will be shown on the Declaration Page.

Definitions

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

Identity Fraud means the act or acts of knowingly transferring or using, without lawful consent or authority, your means of identity which constitutes a violation of any federal, provincial, territorial or municipal law. Identity Fraud does not include the fraudulent alteration of account profile information, such as the address to which statements are sent. Identity Fraud does not include the unauthorized use of valid credit cards, credit accounts or bank accounts. Identity Fraud does not include the fraudulent use of a business name, trade name or brand identity or other method of identifying a business activity.

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

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

Coverage

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

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

Loss or Damage Not Insured

We do not insure:

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

Nor do we insure the following:

6. Any losses covered under the **Credit or Debit Cards, Automated Teller Cards, Library or Video Cards, Forgery and Counterfeit Money** coverage already available in the underlying policy;
7. Any losses covered by credit card insurance, bank insurance or other coverage available to you. This endorsement will be secondary with other insurance being primary. This endorsement will only apply once the other insurance available to you has been exhausted.

Deductible: In any one occurrence, "we" are responsible only for the amount by which the insured loss or damage exceeds the amount of the deductible shown on the Declaration Page.

If one occurrence could lead to the application of more than one deductible, only the largest deductible will apply.

Notice to Authorities:

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

All other policy terms, limits and conditions apply.

EO-0870-0612

LAND LEASE CONDOMINIUM CORPORATION EXTENSION ENDORSEMENT – EO-0830-0818

When the "Declaration Page" indicates the Land Lease "Condominium Corporation" Extension Endorsement has been added to this policy the Property and Liability Sections of this policy are amended as follows.

Notwithstanding any provision on this policy or any endorsement attached thereto it is agreed that:

The following is added to Property Coverage:

LOSS ASSESSMENT CHARGES

The description of Loss Assessment Charges in the Land Lease "Condominium Corporation" Extension Endorsement is as follows:

"We" will pay for an additional amount of up to \$10,000 (or the amount shown on the "Declaration Page") in total 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 a direct loss to the collectively owned condominium property caused by an insured peril in this policy.

"We" will pay up to \$1,000 (or the amount shown on the "Declaration Page") for that part of an assessment made necessary by a deductible in the insurance policy of the "Condominium Corporation" and in accordance with clause 105 of the Condominium Act, 1998 Ontario.

The following is added to Personal Liability Coverage:

COVERAGE H - LOSS ASSESSMENT COVERAGE

"We" will pay up to a total of \$10,000 (or the amount shown on the "Declaration Page") in any annual policy period for "your" share of special assessments if:

1. the assessments are valid under the "Condominium Corporation's" governing rules, and
2. the assessments are made necessary by occurrences to which this Section of the policy applies.

"We" will pay up to \$1000 (or the amount shown on the "Declaration Page") for that part of an assessment made necessary by a deductible in the insurance policy of the "Condominium Corporation" and in accordance with clause 105 of the Condominium Act, 1998 Ontario.

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

EO-0830-0818

VACANT LAND CONDOMINIUM CORPORATION EXTENSION ENDORSEMENT – EO-0835-0113

When the "Declaration Page" indicates the "Vacant Land Condominium Corporation Extension Endorsement" has been added to this policy the Property and Liability Sections of this policy are amended as follows.

Notwithstanding any provision on this policy or any endorsement attached thereto it is agreed that:

The following is added to Property Coverage:

LOSS ASSESSMENT CHARGES

The description of Loss Assessment Charges in the Vacant Land Condominium Corporation Extension Endorsement is as follows:

"We" will pay for an additional amount of up to \$10,000 in total 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 a direct loss to the collectively owned condominium property caused by an Insured Peril in this policy.

"We" will pay up to \$1,000 (or the amount shown on the "Declaration Page") for that part of an assessment made necessary by a deductible in the insurance policy of the "Condominium Corporation" and in accordance with clause 105 of the Condominium Act, 1998 Ontario.

The following is added to Personal Liability Coverage:

COVERAGE H - LOSS ASSESSMENT COVERAGE

"We" will pay up to a total of \$10,000 in any annual policy period for your share of special assessments if:

1. the assessments are valid under the "Condominium Corporation's" governing rules, and
2. the assessments are made necessary by occurrences to which this Section of the policy applies.

"We" will pay up to \$1000 for that part of an assessment made necessary by a deductible in the insurance policy of the "Condominium Corporation" and in accordance with clause 105 of the Condominium Act, 1998 Ontario.

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

EO-0835-0113

RESTRICTION OF COVERAGE - ROOF ENDORSEMENT # 1 – EO-0105-0113

If the "Declaration Page" shows that Restriction of Coverage - Roof Endorsement applies to a specific building no coverage applies for loss or damage caused directly or indirectly to the roof and all roofing materials. Resultant damage to the interior of the building and contents is also not covered.

All other terms and conditions of the policy remain unchanged.

EO-0105-0113

RESTRICTION OF COVERAGE - ROOF ENDORSEMENT #2 – EO-0106-0113

If the "Declaration Page" shows that Restriction of Coverage - Roof Endorsement #2 applies to a specific building no coverage applies for loss or damage caused directly or indirectly to roofing materials resulting from windstorm or hail, or the melting of ice or snow on the exterior of the roof. Resultant damage to the interior of the building and contents is also not covered.

If there is coverage for direct loss or damage to roofing materials as a result of a peril which is still in effect, settlement of the claim will be on the basis of Option B of the Basis of Claim Payment clause in "your" policy.

All other terms and conditions of the policy remain unchanged.

EO-0106-0113

SOLAR ENERGY EQUIPMENT COVERAGE ENDORSEMENT- EM-0635-0822

WORDS AND PHRASES IN QUOTATIONS HAVE SPECIAL MEANING AS DEFINED IN CLAUSE 7

Indemnity Agreement

1. In the event that any of the property Insured be lost or damaged by the perils insured against, the insurer will indemnify the Insured against the direct loss so caused to an amount not exceeding whichever is the least of:
 - a. the actual cash value of the property at the time of loss or damage;
 - b. the interest of the Insured in the property;

- c. the amount of insurance specified on the "Declaration Page" in respect of the property lost or damaged.

Provided, however, that where the insurance applies to the property of more than one person or interest, the insurer's total liability for loss sustained by all such persons and interests shall be limited in the aggregate to the amount or amounts of insurance specified on the "Declaration Page".

Property Insured

2. This form insures the following property at the location(s) specified on the "Declaration Page".

Solar Energy Equipment, including all owned panels, mounting equipment and photovoltaic cells that form part of a solar energy installation.

Deductible

3. The insurer is liable for the amount by which the loss or damage caused by any of the perils insured against exceeds the amount of the deductible specified on the "Declaration Page" in any one occurrence. If one occurrence could lead to the application of more than one deductible only the largest deductible will apply.

Co-Insurance

4. This clause applies separately to each item for which a co-insurance percentage is specified on the "Declaration Page" and only where the total loss exceeds the lesser of 5% of the applicable amount of insurance or \$10,000.

The Insured shall maintain insurance concurrent with this Form on the property insured to the extent of at least the amount produced by multiplying the actual cash value of the property by the co-insurance percentage specified on the "Declaration Page", and failing so to do, 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.

Insured Perils

5. This Form, except as herein provided, insures against all risks of direct physical loss of or damage to the property insured.

Exclusions

6. A. PROPERTY EXCLUDED

This Endorsement does not insure loss or damage to:

- a. property at locations which to the knowledge of the Insured, are vacant, unoccupied or shut down for more than thirty (30) consecutive days;
- b. electrical devices, appliances or wiring caused by artificially generated electrical currents, including arcing, unless fire or explosion ensues and then only for each ensuing loss or damage, provided such perils are not excluded in this Endorsement;
- c. property insured under the terms of any Marine insurance and property while waterborne, except while on a regular ferry or railway car transfer in connection with land transportation;
- d. property illegally acquired, kept, stored or transported; property seized or confiscated for breach of any law or by order of any public authority.
- e. property used in whole or in part for the illegal cultivation, harvesting, processing, manufacture, distribution or sale of cannabis or any product derived from, or containing, cannabis or any other substance falling within the Schedules of the Controlled Drugs and Substance Act, whether or not the insured is aware of such use of the property.

6. B. PERILS EXCLUDED

This Endorsement does not insure against loss or damage resulting from, contributed to or caused directly or indirectly:

- a. by earthquake, except for ensuing loss or damage which results directly from fire, explosion, smoke or leakage from fire protective equipment, all as described in Clause 7 "Named Perils";
- b. by flood, including waves, tides, tidal waves, tsunamis, or the rising of, the breaking out or the overflow of, any body of water, whether natural or man-made, but this exclusion does not apply to ensuing loss or damage which results directly from fire, explosion, smoke, leakage from fire protective equipment, all as described in Clause 7 "Named Perils" or leakage from a water main;

exclusions (a) and (b) do not apply to property in transit;

- c. (i) by seepage, leakage or influx of water derived from natural sources through basement walls, doors, windows or other openings therein, foundations, basement floors, sidewalks, sidewalk lights, or by the backing up of sewers, sumps, septic tanks or drains, unless concurrently and directly caused by a peril not otherwise excluded in this Endorsement;

- (ii) by the entrance of rain, sleet or snow through doors, windows, skylights or other similar wall or roof openings unless through an aperture concurrently and directly caused by a peril not otherwise excluded in this Endorsement;
- d. by any "fungi" or "spores" unless such "fungi" or "spores" are directly caused by or directly result from a peril otherwise insured and not otherwise excluded by this Endorsement;
- e. by centrifugal force, mechanical or electrical breakdown or derangement in or on the "premises" unless fire ensues and then only for the loss or damage caused directly by such ensuing fire;
- f. by dampness or dryness of atmosphere, changes of temperature, contamination, freezing, heating, shrinkage, evaporation, loss of weight, leakage of contents, exposure to light, change in colour or texture or finish, rust or corrosion, marring, scratching or crushing, but this exclusion does not apply to loss or damage caused directly by "Named Perils", theft or attempt thereof or accident to transporting conveyance provided that such perils are not excluded in Clause 6.B or 6.C or 6.D of this Endorsement.
- g. by smoke from agricultural smudging or industrial operations;
- h. by rodents (such as squirrels and rats), insects or vermin (such as skunks and raccoons), but this exclusion does not apply to loss or damage caused directly by a peril not otherwise excluded in Clause 6.B or 6.C or 6.D of this Endorsement;
- i. by delay loss of market, or loss of use or occupancy;
- j. by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power;
- k.
 - (i) by 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;
 - (ii) by contamination by radioactive material;
- l.
 - (i) by misappropriation, secretion, conversion, infidelity or any dishonest or criminal act on the part of the Insured or any other party of interest, employees or agents of the Insured, or any person to whom the property may be entrusted (bailees for hire excepted), but this exclusion does not apply to physical damage, caused directly by employees of the Insured, which results from a peril otherwise insured and not otherwise excluded under this Endorsement;
 - (ii) by voluntary parting of ownership or title by the insured to any party whether from a legal or illegal transaction;
 - (iii) by loss or shortage disclosed on taking inventory or any mysterious disappearance;
- m. by wear and tear, gradual deterioration, latent defect, inherent vice or the cost of making good faulty or improper material, faulty or improper workmanship, faulty or improper design, provided, however, to the extent otherwise insured and not otherwise excluded under this Endorsement, resultant damage to the property is insured;
- n. by loss or damage sustained to solar energy equipment while actually being worked upon and directly resulting therefrom or caused by any repairing, adjusting or servicing of solar energy equipment unless fire or explosion ensues and then only for such ensuing loss or damage;

6.C. POLLUTION EXCLUDED

This Form does not insure against:

- (a) loss or damage caused directly or indirectly by any actual or alleged spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants", nor the cost or expense of any resulting "clean up", but this exclusion does not apply:
 - (i) If the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants" is the direct result of a peril not otherwise excluded under this Form;
 - (ii) to loss or damage caused directly by a peril not otherwise excluded under this Endorsement;
- (b) cost or expense for any testing, monitoring, evaluating or assessing of an actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants".

6.D. DATA & DATA PROBLEM EXCLUDED

- a. This Form does not insure "Data"
- b. This Form does not insure loss or damage caused directly or indirectly by "Data Problem".

However, if loss or damage caused by "Data Problem" results in the occurrence of further loss of or damage to property insured that is directly caused by fire or lightning, explosion, impact by aircraft, spacecraft or land vehicle, leakage from fire protective equipment, windstorm or hail, all as described in clause 7 "Named Perils" this exclusion (b) shall not apply to such resulting loss or damage.

Definitions

- 7. When used in this endorsement:

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

“Data Problem” means:

- (i) erasure, destruction, corruption, misappropriation or misinterpretation of “Data”;
- (ii) error in creating, amending, entering, deleting or using “Data”; or
- (iii) inability to receive, transmit or use “Data”; or
- (iv) damage to electronic data processing equipment or other related component system, process or device.

“Declaration Page” means the Declaration Page applicable to the policy to which this Endorsement is attached.

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

“Named Perils” means:

(A) FIRE OR LIGHTNING

(B) EXPLOSION: Except with respect to explosion of natural, coal or manufactured gas, there shall in no event be any liability hereunder for loss or damage caused by explosion, rupture or bursting in or of the following property owned, operated or controlled by the Insured:

- (i) (a) the portions containing steam or water under steam pressure of all boilers generating steam, and piping or other equipment connected to said boilers and containing steam or water under steam pressure;
- (b) piping and apparatus or parts thereof normally containing steam or water under steam pressure from an external source and while under such pressure
- (c) the combustion chambers or fire boxes of steam generating boilers of the chemical recovery type and the flues or passages which conduct the gases of combustion therefrom;
- (d) smelt dissolving tanks;
- (ii) other vessels and apparatus and pipes connected therewith, while under pressure or while in use or in operation, provided their maximum normal internal working pressure exceeds 103 kilopascals (15 pounds per square inch) above atmospheric pressure except that liability is specifically assumed for loss or damage resulting from the explosion of manually portable gas cylinders;
- (iii) moving or rotating machinery or parts of same when such loss or damage is caused by centrifugal force or mechanical breakdown;
- (iv) any vessels and apparatus and pipes connected therewith while undergoing pressure tests, but this exclusion shall not apply to other property insured hereunder that has been damaged by such explosion;
- (v) gas turbines

The following are not explosions within the intent or meaning of this section:

- (a) electric arcing or any coincident rupture of electrical equipment due to such arcing;
- (b) bursting or rupture caused by hydrostatic pressure or freezing;
- (c) bursting or rupture of any safety disc, rupture diaphragm or fusible plug.

(C) IMPACT BY AIRCRAFT, SPACECRAFT OR LAND VEHICLE:

The Terms “Aircraft” and “Spacecraft” include articles dropped therefrom. There shall in no event be any liability hereunder due to cumulative damage or for loss or damage:

- (i) caused by land vehicles belonging to or under the control of the Insured or any of his employees;
- (ii) to aircraft, spacecraft or land vehicles causing the loss;
- (iii) caused by any aircraft or spacecraft when being taxied or moved inside or outside of “buildings”.

(D) RIOT, VANDALISM OR MALICIOUS ACTS: The term Riot includes open assemblies of strikers inside or outside the “premises” who have quitted work and of locked out employees.

There shall in no event be any liability hereunder for loss or damage:

- (i) due to cessation of work or by interruption to process or business operations or by change(s) in temperature;
- (ii) due to flood or release of water impounded by a dam, or due to any explosion other than an explosion in respect of which there is insurance under Definition 7(B);
- (iii) due to theft or attempted theft

(E) SMOKE: The term “Smoke” means smoke due to a sudden, unusual and faulty operation of any stationary furnace. There shall in no event be any liability hereunder for any cumulative damage.

(F) LEAKAGE FROM FIRE PROTECTIVE EQUIPMENT: The term Leakage From Fire Protective Equipment means the leakage or discharge of water or other substance from within the equipment used

for fire protection purposes for the "premises" described on the "Declaration Page" or for adjoining premises and loss or damage caused by the fall or breakage or freezing of such equipment.

(G) **WINDSTORM OR HAIL:** There shall in no event be any liability hereunder for loss or damage:

- (i) to the interior of the "buildings" insured or their contents unless damage occurs concurrently with and results from an aperture caused by windstorm or hail;
- (ii) directly or indirectly caused by any of the following, whether driven by wind or due to windstorm or not; snow-load, ice-load, tidal wave, high water overflow, flood, waterborne objects, waves, ice, land subsidence, landslide

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including odour, vapour, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

"Premises" means the entire area within the property lines and areas under adjoining sidewalks and driveways at the locations described in the Declaration Page and in or on vehicles within 100 metres (328 feet) of such locations.

"Spores" includes, but is not limited to, one or more reproductive particles or microscopic fragments produced by, emitted from or arising out of any "fungi".

Territorial Limits

8. This insurance applies only to loss, destruction or damage occurring within Canada or the Continental United States of America (excluding Alaska), unless endorsed to the contrary.

Breach of Condition

9. Where a loss occurs and there has been a breach of condition relating to a matter before the happening of the loss, which breach would otherwise disentitle the Insured from recovery under this Form, the breach shall not disentitle the Insured from recovery if the Insured establishes that the loss was not caused or contributed to by the breach of condition or if the breach of condition occurred in any portion of the premises over which the Insured has no control.

Reinstatement

10. Loss under any item of this Form shall not reduce the applicable amount of insurance.

Subrogation

11. The insurer, upon making any payment or assuming liability therefore under this Form, shall be subrogated to all rights of recovery of the Insured against others and may bring action to enforce such rights. Notwithstanding the foregoing, all rights of subrogation are hereby waived against any corporation, firm, individual or other interest with respect to which insurance is provided by this Form.

Where the net amount recovered, after deducting the costs of recovery, is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount shall be divided between the insurer and the Insured in the proportion in which the loss or damage has been borne by them respectively.

Any release from liability entered into by the Insured prior to loss shall not affect the right of the Insured to recover.

Valuations

12. For the purpose of calculating the total value of the property for the application of Co-insurance, value reporting and for loss adjustment, the following valuation basis applies:

- (a) on all property insured under this Endorsement and for which no more specific conditions have been set out – the actual cash value at the time the loss or damage occurs but in no event to exceed what it would then cost to repair or replace with material of like kind and quality.

Actual Cash Value: Various factors shall be considered in the determination of actual cash value. The factors to be considered shall include, but not be limited to replacement cost less any depreciation and market value. In determining depreciation, consideration shall be given to the condition of the property immediately before the damage, the resale value, the normal life expectancy of the property and obsolescence.

Special Basis of Settlement

13. **Solar Energy Equipment:** Where the "Declaration Page" sets out the basis of claim settlement as Replacement Cost it is understood and agreed that settlement shall be based on the cost of repairing, replacing, constructing or reconstructing (whichever is the least) the property on the same site or on an adjacent site, with standard materials of like kind and quality and currently available in North America and for like use and function without

deduction for depreciation. The foregoing shall be subject otherwise to all the terms, conditions and limitations of the Policy including endorsements thereon and to the following:

- a. the repair, replacement, construction or reconstruction, as the case may be, must be affected by the Insured with due diligence and dispatch;
- b. until repair, replacement, construction or reconstruction has been affected by the Insured, liability shall be that which would have existed had this coverage not been in effect. Liability shall in no event exceed the amount actually and necessarily expended to repair, replace, construct or reconstruct;
- c. any other insurance effected by or on behalf of the Insured in respect of the perils insured against by the Policy on the property to which this coverage is applicable shall be upon the replacement cost basis as set out herein;
- d. failing compliance by the Insured with any of the foregoing provisions, this coverage shall be null and void;
- e. any reference to actual cash value in a co-insurance clause or amended co-insurance clause contained in this Policy is deemed to be a reference to replacement cost of the property insured.
- f. in the event that new property of like kind and quality is not obtainable, new property which is as similar as possible to that damaged or destroyed and which is capable of performing the same function shall be deemed to be new property of like kind and quality for the purposes of this endorsement.
- g. This provision does not apply to
 - i. manuscripts and records meaning scripts and records meaning books of account, drawings, card index systems and other records;
 - ii. "media" meaning the materials on which data is recorded electronically or digitally and data meaning the facts, concepts, instructions or computer programs used in data processing operations;
 - iii. any increase in the cost of replacement occasioned by a restriction or prohibition in any by-law, regulation, ordinance or law.

Failing compliance by the Insured with any of the foregoing provisions the basis of settlement will be on an actual cash value basis.

Property of Others

14. At the option of the Insurer, any loss may be paid to the Insured or adjusted with and paid to the customer or the owner of the property.

Locked Vehicle Warranty

15. This clause does not apply to property which is under the control of a common carrier.

Warranted by the Insured that any vehicle in which the property insured is carried is equipped with a fully enclosed metal body or compartment and the Insurer shall be liable in case of loss by theft from an unattended vehicle only as a direct result of forcible entry (of which there shall be visible evidence) into such body or compartment the doors and windows of which shall have been securely locked.

EM-0635-0822

LIFE LEASE EXTENSION ENDORSEMENT – EO-0820-0818

When the "Declaration Page" indicates the Life Lease Extension Endorsement has been added to this policy the Property and Liability Section of the attached policy is amended as follows:

Notwithstanding any provision on the attached policy or any endorsement attached, it is agreed that:

The following definition is added for the purposes of this endorsement:

"Sponsor" The organization that develops and/or operates a life lease project and usually has title to the land on which the project is built.

The following is added to Property Coverage section:

Additional Protection for Building:

We insure the physical structure of your unit (excluding the improvements made or acquired by you) if the "sponsor" of the life lease organization has no insurance, its insurance is inadequate, or it is not effective. We will indemnify you in these circumstances only if it is made necessary by direct damage to the physical structure of your unit caused by an insured peril on this policy.

We will not pay more than 250% of the amount shown on the "Declaration Page" for Personal Property on this policy.

The following is added to Personal Liability Coverage section:

Waiver of Subrogation:

We agree to waive our rights to any claim against the "sponsor" of the life lease organization, its managers, agents or employees of the life lease organization, and any other purchasers, residents and any of their permitted occupants and guests except for arson, fraud, vehicle impact, vandalism or malicious mischief. We will not consider independent contractors as being agents or employees of the "sponsor" of the life lease organization", its managers or of the purchasers or residents.

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

EO-0820-0818

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HOME CYBER PROTECTION COVERAGE ENDORSEMENT – EO-1545-0122

Cyber Attack, Cyber Extortion, Online Fraud and Data Breach and Cyberbullying

If the "Declarations Page" indicates that this endorsement has been purchased, the following additional coverage is added to:

- 1)** Section 1 of "your" residential Homeowners, Tenant, Condominium Unit Owners or Secondary Homeowners policy; or
- 2)** Section 1 – Residential Property Coverages of "your" Farm Insurance Policy, whichever is applicable.

Words, terms and phrases shown in "quotations" have special meaning, either as defined in this endorsement under Definitions, or otherwise have definitions assigned to them in the policy to which this endorsement attaches.

Coverage under this endorsement is subject to the limits and deductible as indicated on the "Declaration Page" and are separate from the limits and deductible that apply to the policy to which this endorsement attaches.

COVERAGE AGREEMENT

"We" will provide the insurance described in this endorsement in compliance with all applicable provisions (including but not limited to, Conditions, Definitions and Exclusions) of "your" residential Homeowners, Tenant, Condominium Unit Owners or Secondary Homeowners Policy, except as they may be varied herein. Coverage provided under this endorsement does not increase any limit of liability under "your" residential Homeowners, Tenant, Condominium Unit Owners or Secondary Homeowners Policy.

SECTION 1 – CYBER ATTACK

COVERAGE REQUIREMENTS

This Cyber Attack coverage applies only if all the following conditions are met:

1. There has been a "cyber attack"; and
2. Such "cyber attack" is first discovered by "you" during the policy period for which this endorsement is applicable; and
3. Such "cyber attack" is reported to "us" as soon as practicable, but in no event more than 60 days after the date it is first discovered by "you".

COVERAGES PROVIDED

If all of the conditions listed in the Cyber Attack COVERAGE REQUIREMENTS have been met, then "we" will provide "you" the following coverages for loss directly arising from such "cyber attack":

1. Data Recovery
"We" will pay "your" necessary and reasonable "data recovery costs".
2. System Restoration
"We" will pay "your" necessary and reasonable "system restoration costs".

SECTION 2 – CYBER EXTORTION

COVERAGE REQUIREMENTS

This Cyber Extortion coverage applies only if all of the following conditions are met:

1. There has been a “cyber extortion event” against “you” or another insured person; and
2. Such “cyber extortion event” is first discovered by “you” during the policy period for which this endorsement is applicable; and
3. Such “cyber extortion event” is reported to “us” as soon as practicable, but in no event more than 60 days after the date it is first discovered by “you”; and
4. Such “cyber extortion event” is reported in writing by “you” or another insured person to the police.

COVERAGES PROVIDED

If all of the conditions listed in the Cyber Extortion COVERAGE REQUIREMENTS have been met, then “we” will provide “you” with the following:

1. Professional assistance from a subject matter expert provided by “us” for advice and consultation regarding how best to respond to the threat; and
2. Reimbursement of “your” necessary and reasonable “cyber extortion response costs”.

SECTION 3 – ONLINE FRAUD

COVERAGE REQUIREMENTS

This Online Fraud coverage applies only if all of the following conditions are met:

1. There has been a “fraud event” against “you” or another insured person that is wholly or partially perpetrated through a “computing device” or “connected home device”; and
2. Such “fraud event” is first discovered by “you” during the policy period for which this endorsement is applicable; and
3. Such “fraud event” is reported to “us” as soon as practicable, but in no event more than 60 days after the date it is first discovered by “you”; and
4. Such “fraud event” is reported in writing by “you” or another insured person to the police.

COVERAGES PROVIDED

If all of the conditions listed in the Online Fraud COVERAGE REQUIREMENTS have been met, then “we” will pay “your” necessary and reasonable “fraud costs”.

SECTION 4 – DATA BREACH

COVERAGE REQUIREMENTS

This Data Breach coverage applies only if all of the following conditions are met:

1. There has been a “data breach” involving “personally identifying information”; and
2. Such “data breach” is first discovered by “you” during the policy period for which this endorsement is applicable; and
3. Such “data breach” is reported to “us” as soon as practicable, but in no event more than 60 days after the date it is first discovered by “you”.

COVERAGES PROVIDED

If all of the conditions listed in the Data Breach COVERAGE REQUIREMENTS have been met, then “we” will provide “you” the following coverages for loss directly arising from such “data breach”:

1. Forensic IT Review

“We” will pay the necessary and reasonable expense for a professional information technologies review, if needed, to determine within the constraints of what is possible and reasonable, the nature and extent of the “data breach” and the number and identities of the “affected individuals”.

This does not include costs to analyze, research or determine any of the following:

- a. Vulnerabilities in systems, procedures or physical security;
- b. Compliance with security standards; or
- c. The nature or extent of loss or damage to data that is not “personally identifying information”.

If there is reasonable cause to suspect that a covered “data breach” may have occurred, “we” will pay for costs covered under Forensic IT Review, even if it is eventually determined that there was no covered “data breach”. However, once it is determined that there was no covered “data breach”, “we” will not pay for any further costs.

2. Legal Review

"We" will pay the necessary and reasonable expense for a professional legal counsel review, if needed, of the "data breach" and how "you" should best respond to it.

If there is reasonable cause to suspect that a covered "data breach" may have occurred, "we" will pay for costs covered under Legal Review, even if it is eventually determined that there was no covered "data breach". However, once it is determined that there was no covered "data breach", "we" will not pay for any further costs.

3. Notification to Affected Individuals

"We" will pay "your" necessary and reasonable costs to provide notification of the "data breach" to "affected individuals".

4. Services to Affected Individuals

This coverage only applies if "you" have provided notification of the "data breach" to "affected individuals" as covered under paragraph 3, Notification to Affected Individuals and in accordance with Condition 5, Pre-Notification Consultation.

"We" will pay "your" necessary and reasonable costs to provide the following services to "affected individuals".

a. The following services apply to any "data breach":

1) Informational Materials

A packet of loss prevention and customer support information.

2) Help Line

A toll-free telephone line for "affected individuals" with questions about the "data breach". Where applicable, the line can also be used to request additional services as listed in b. 1) and 2).

b. The following additional services apply to "data breaches" involving "personally identifying information":

1) Fraud Alert

An alert placed on a credit file advising the creditor to validate the legitimacy of a credit application by contacting the "affected individual". This service is initiated by the "affected individual" contacting the service provider who will provide assistance with placement of alerts with all designated Canadian credit bureaus.

2) Identity Restoration Case Management

As respects any "affected individual" who is or appears to be a victim of "identity theft" that may reasonably have arisen from the "data breach", the services of an identity restoration professional who will assist that "affected individual" through the process of correcting credit and other records and, within the constraints of what is possible and reasonable, restoring control over his or her personal identity.

SECTION 5 – CYBERBULLYING

COVERAGE REQUIREMENTS

This Cyberbullying coverage applies only if all of the following conditions are met:

1. There has been a "cyberbullying event" against "you" or another insured person; and
2. Such "cyberbullying event" is first discovered by "you" or another insured person during the policy period for which this endorsement is applicable; and
3. Such "cyberbullying event" has caused harm significant enough for "you" or another insured person to:
 - a. Report such "cyberbullying event" to a "school administrator" or law enforcement; or
 - b. Require treatment by a licensed medical or mental health practitioner who is not a member of "your" immediate family. In the occurrence of such "cyberbullying event", at "our" discretion, "we" reserve the right to require "you" or another insured person to submit to an independent medical examination.

COVERAGES PROVIDED

If all of the conditions listed in the Cyberbullying COVERAGE REQUIREMENTS have been met, then "we" will provide reimbursement of "your" necessary and reasonable "cyberbullying costs".

EXCLUSIONS

The following additional exclusions apply to all coverages under this endorsement. "We" will not pay for loss,

damage or expense caused by or resulting from:

2. Any of the following by "you" or any insured person:

- a. Criminal, fraudulent or dishonest act, error or omission;
 - b. Intentional violation of the law; or
 - c. Intentional causing or contributing to a covered loss event;
3. Any criminal investigations or proceedings;
 4. Any physical damage;
 5. Any damage to a motor vehicle, watercraft, aircraft, or other motorized vehicle;
 6. Any third-party liability or legal defense costs;
 7. Any fines or penalties;
 8. Loss to the internet, an internet service provider or any device or system that is not owned or leased by "you" and operated under "your" control;
 9. Loss arising from any "business", including but not limited to any "business" owned or operated by "you" or any "business" employing "you" or any insured person;
 10. Loss arising from any farming operations, including but not limited to any farming operations owned or operated by "you" or any farming operations employing "you";
 11. Except as specifically provided under the System Restoration portion of Cyber Attack coverage, costs to research or correct any deficiency;
 12. Any "cyber attack", "cyberbullying event", "cyber extortion event", "fraud event" or "data breach" first discovered by "you" prior to the inception of "your" coverage under this endorsement;
 13. Any "cyber attack", "cyberbullying event", "cyber extortion event", "fraud event" or "data breach" first occurring more than 60 days prior to the inception of "your" coverage under this endorsement;
 14. Any costs or expenses associated with a "cyber attack", "cyberbullying event", "cyber extortion event", "fraud event" or "data breach event" if such costs or expenses are incurred more than one year from the expiration date of the policy as shown in the "Declaration Page".

LIMITS

The Home Cyber Protection Annual Aggregate Limit shown on the "Declaration Page" for is the most "we" will pay under this endorsement for all loss, damage or expense arising during any one policy period. This limit shall apply to the total of all loss, damage or expense arising from all "cyber attacks", "cyberbullying events", "cyber extortion events", "fraud events" or "data breaches" occurring during such policy period. "Our" costs under Section 2 – Cyber Extortion to provide "you" with professional assistance from a subject matter expert shall not count towards the loss, damage or expense included within "your" coverage limit.

The most "we" will pay under Section 2-Cyber Extortion for all loss, damage or expense arising from a "cyber extortion event" is 10% of the Home Cyber Protection Annual Aggregate Limit shown on the "Declaration Page". This sublimit is part of, and not in addition to, the Home Cyber Protection Annual Aggregate Limit shown on the "Declaration Page".

If "one cyber occurrence" causes loss, damage or expense in more than one policy period, all such loss, damage and expense will be subject to the Home Cyber Protection Annual Aggregate Limit of the first such policy period.

DEDUCTIBLES

"We" will not pay for loss, damage or expense arising from any "one cyber occurrence" until the amount of the covered loss, damage or expense exceeds the Home Cyber Protection Occurrence Deductible amount indicated on the "Declaration Page". "We" will then pay the amount of loss, damage or expense in excess of the applicable deductible amount, subject to the Home Cyber Protection Annual Aggregate Limit.

CONDITIONS

1. Confidentiality

As respects Section 2 – Cyber Extortion, "you" and any insured persons must make every reasonable effort not to divulge the existence of this coverage to anyone other than the police.

2. Due Diligence

"You" agree to use due diligence to prevent and mitigate costs covered under this endorsement. This includes, but is not limited to, complying with reasonable and widely-practiced steps for:

- a. Providing and maintaining appropriate system and data security; and
- b. Maintaining and updating at appropriate intervals, backups of electronic data.

3. Legal Advice

"We" are not "your" legal advisor. "Our" determination of what is or is not insured under this endorsement does not represent

advice or counsel from “us” about what “you” should or should not do.

4. Other Coverage

If elements of coverage under this endorsement are covered under the policy to which this endorsement is attached or under any other policy in force at the time of a covered event, then

coverage under this endorsement will apply as excess coverage only. If loss payment has been made under this or any other policy for the same event, the amount of such payment will count towards the deductible that applies to coverage under this endorsement.

5. Pre-Notification Consultation

- a. “You” agree to consult with “us” prior to the issuance of notification to “affected individuals” under Section 4 – Data Breach. “We” assume no responsibility for any services promised to “affected individuals” without “our” prior agreement.
- b. “We” will suggest a service provider for Notification to Affected Individuals and Services to Affected Individuals. If “you” prefer to use an alternate service provider, “our” coverage is subject to the following limitations:
 - (1) Such alternate service provider must be approved by “us”; and
 - (2) “Our” payment for services provided by any alternate service provider will not exceed the amount that “we” would have paid using the service provider “we” had suggested.
- c. “You” will provide “us” and the service provider the following at “our” pre-notification consultation with “you”:
 - (1) The exact list of “affected individuals” to be notified, including contact information;
 - (2) Information about the “data breach” that may appropriately be communicated to “affected individuals”; and
 - (3) The scope of services that “you” desire for the “affected individuals”. For example, coverage may be structured to provide fewer services in order to make those services available to more “affected individuals” without exceeding the available limit of coverage.

6. Services Providers

- a. “We” will only pay under this endorsement for services that are provided by service providers approved by “us”. “You” must obtain “our” prior approval for any service provider whose expenses “you” want covered under this endorsement. “We” will not unreasonably withhold such approval.
- b. “You” will have a direct relationship with the professional service firms paid for in whole or in part under this endorsement. Those firms work for “you”.
- c. As respects any services provided by any service firm paid for in whole or in part under this endorsement:
 - (1) The effectiveness of such services depends on “your” cooperation and assistance;
 - (2) “We” do not warrant or guarantee that the services will end or eliminate all problems associated with the covered events;
 - (3) “We” do not warrant or guarantee that services will be available or applicable to all individuals.

DEFINITIONS

With respect to the provisions of this endorsement only, the following definitions apply:

1. “Affected individual(s)” means any person whose “personally identifying information” is lost, stolen, accidentally released or accidentally published by a “data breach” covered under this endorsement. This definition is subject to the following provisions:
 - a. “Affected individual” must be someone whose “personally identifying information” is in “your” possession because of:
 - (1) A family or personal relationship with “you” or another insured person; or
 - (2) The activities or responsibilities of “you” or another insured person in connection with volunteer work for a non-profit organization.
 - b. “Affected individual” does not mean or include any of the following:
 - (1) “You” or another insured person;
 - (2) Anyone whose “personally identifying information” is in “your” possession because of the activities or responsibilities of “you” or another insured person in connection with a for-profit organization or in connection with a non-profit organization for which “you” or another insured person are a paid employee or contract worker. Such organizations include, but are not limited to, organizations that “you” or another insured person own or operate; or
 - (3) Any “business”, organization or entity. Only an individual person may be an “affected individual”.
2. “Computing device” means a desktop, laptop or tablet computer or wi-fi router or other internet access point. Such device must be owned or leased by “you” and operated under “your” control.
3. “Connected home device” means any electronic device, other than a “computing device”, that connects to the internet or to other electronic devices. This includes, but is not limited to, networked versions of any of the following:
 - a. Smart phones;
 - b. Thermostats;

- c. Entertainment systems;
- d. Appliances;
- e. Smoke, fire and home security monitoring systems; or
- f. Cameras.

Such device must be owned or leased by "you" and operated under "your" control.

4. "Cyber attack" means one of the following involving a "computing device" or "connected home device":
 - a. Unauthorized Access or Use - meaning the gaining of access to "your" "computing device" or "connected home device" by an unauthorized person or persons or by an authorized person or persons for unauthorized purposes; or
 - b. Malware Attack – meaning damage to "your" "computing device", "connected home device" or data arising from malicious code, including viruses, worms, Trojans, spyware and keyloggers. This does not mean damage from shortcomings or mistakes in legitimate electronic code or damage from code installed on "your" "computing device" or "connected home device" during the manufacturing process.
5. "Cyberbullying costs" means the following costs arising as a direct result of a "cyberbullying event" when incurred by "you" or another insured person within 12 months after the "cyberbullying event":
 - a. Costs for counseling from a licensed mental health professional for the victim of the "cyberbullying event";
 - b. Temporary relocation expenses;
 - c. Temporary private tutoring;
 - d. Enrollment expenses incurred due to relocation to a similar, alternate school, but enrollment expenses do not include tuition costs;
 - e. Professional cybersecurity consultation services;
 - f. Purchase of mobile applications, social monitoring software and web-based products when used to prevent further occurrence of "cyberbullying events";
 - g. Legal expenses, including legal expenses for the removal of online content related to the "cyberbullying event"; or
 - h. Lost wages, childcare and eldercare expenses.
6. "Cyberbullying event" means two or more similar or related acts of harassment, intimidation, defamation, invasion of privacy, threats of violence or other similar acts. These related acts must be perpetrated, wholly or partially, using computers, cell phones, tablets or any similar device. The "cyberbullying event", for purposes of this insurance, begins on the date of the first similar or related act of cyberbullying.
7. "Cyber extortion event" means one of the following involving a "computing device" or "connected home device":
 - a. A demand for money or other consideration based on a credible threat to damage, disable, deny access to or disseminate content from "your" "computing device", "connected home device" or data; or
 - b. A demand for money or other consideration based on an offer to restore access or functionality in connection with an attack on "your" "computing device", "connected home device", or data.
8. "Cyber extortion response costs" means any payment as directed by the extortion threat, but only when that payment is:
 - a. Incurred as a direct result of a "cyber extortion event" directed against "you" or another insured person; and
 - b. Approved in advance by "us". However, at "our" sole discretion, "we" may pay for "cyber extortion response costs" that were not approved in advance by "us" if "we" determine the following:
 - (1) It was not practical for "you" to obtain "our" prior approval; and
 - (2) If consulted at the time, "we" would have approved the payment.
9. "Data breach"
 - a. "Data breach" means the loss, theft, accidental release or accidental publication of "personally identifying information" as respects one or more "affected individuals". At the time of the breach, such information must be in the care, custody or control of:
 - (1) "You" or another insured person; or
 - (2) A professional entity with whom "you" or another insured person have a contract and to whom "you" or another insured person have entrusted the information.
 - b. As respects Data Breach coverage, if the date of the "data breach" as defined in a. above cannot be determined, such date shall be deemed to be the date "you" first become aware of the loss, theft, release or publication of the "personally identifying information", provided that such date falls within the policy period.
10. "Data recovery costs"
 - a. "Data recovery costs" means the costs of a professional firm hired by "you" to replace electronic data that has been lost or corrupted.
 - b. "Data recovery costs" does not mean costs to research, re-create or replace any of the following:
 - (1) Software programs or operating systems that are not commercially available;

- (2) Data that cannot reasonably be replaced. This includes, but is not limited to, personal photos, movies or recordings for which no back-up is available; or
 - (3) Data that is obsolete, unnecessary or useless to "you".
- 11. "Fraud costs" means the amount fraudulently taken from "you". This is the direct financial loss only. "Fraud costs" does not include any of the following:
 - a. Other expenses that arise from the "fraud event";
 - b. Indirect loss, such as "bodily injury", lost time, lost wages, identity recovery expenses or damaged reputation;
 - c. Any interest, time value or potential investment gain on the amount of financial loss; or
 - d. Any portion of such amount that has been or can reasonably be expected to be reimbursed by a third party, such as a financial institution.
- 12. "Fraud event"
 - a. "Fraud event" means any of the following, when such event results in direct financial loss to "you":
 - (1) An "identity theft";
 - (2) The unauthorized use of a card, card number or account number associated with a bank account or credit account issued to or registered in "your" name, when "you" are legally liable for such use;
 - (3) The forgery or alteration of any cheque or negotiable instrument;
 - (4) Acceptance in good faith of counterfeit currency; or
 - (5) An intentional and criminal deception to induce "you" to part voluntarily with something of value.
 - b. "Fraud event" does not mean or include any occurrence:
 - (1) In which "you" are threatened or coerced to part with something of value;
 - (2) Between "you" and any of the following:
 - (a) Any other persons insured under this endorsement;
 - (b) "Your" current or former "spouse"; or
 - (c) "Your" grandparent, parent, sibling, child, grandchild or any insured person.
 - (3) Involving use of a card, card number or account number associated with a bank account or credit account:
 - (a) By a person who has ever received any authorization from "you" to use such card, card number or account number, unless such authorization was obtained through a criminal deception of "you"; or
 - (b) If "you" have not complied with all terms and conditions under which such card, card number or account number was issued.
 - (4) Arising from any of the following:
 - (a) "Your" "business" or professional service;
 - (b) A dispute or a disagreement over the completeness, authenticity or value of a product, a service or a financial instrument;
 - (c) A gift or charitable contribution to an individual or any legitimate organization;
 - (d) An online auction or the use of an online auction site;
 - (e) A lottery, gambling or a game of chance; or
 - (f) An advance fee fraud or other fraud in which "you" provide money based on an expectation of receiving at some future time a larger amount of money or something with a greater value than the money provided.
- 13. "Identity theft" means the fraudulent use of "personally identifying information". This includes fraudulently using such information to establish credit accounts, secure loans, enter into contracts or commit crimes.
- 14. "One cyber occurrence" means all "cyber attacks", "cyberbullying events", "cyber extortion events", "fraud events" and "data breaches" that:
 - a. Take place at the same time; or
 - b. Arise during the same policy period from the same source, cause or vulnerability.
- 15. "Personally identifying information"
 - a. "Personally identifying information" means information that could be used to commit fraud or other illegal activity involving the credit or identity of an "affected individual". This information includes, but is not limited to, Social Insurance Numbers or other account numbers correlated with names or addresses.
 - b. "Personally identifying information" does not mean or include information that is otherwise available to the public, such as names and addresses with no correlated or associated Social Insurance Numbers or other account numbers.
- 16. "School administrator" means a principal, vice principal, headmaster or dean.

17. "System restoration costs"
- a. "System restoration costs" means the costs of a professional firm hired by "you" to do the following in order to restore "your" "computing device" or "connected home device" to the level of functionality it had before the "cyber attack":
- (1) Replace or reinstall computer software programs;
 - (2) Remove any malicious code; and
 - (3) Configure or correct the configuration of "your" "computing device" or "connected home device".
- b. "System restoration costs" does not mean any of the following:
- (1) Cost to repair or replace hardware. However, at "our" sole discretion, "we" may pay to repair or replace hardware if doing so reduces the amount of loss payable under this endorsement;
 - (2) Cost to increase the speed, capacity or utility of "your" "computing device" or "connected home device";
 - (3) Cost of "your" time or labour;
 - (4) Any costs in excess of the replacement value of "your" "computing device" or "connected home device", including applicable hardware and software; nor
 - (5) Cost to replace computer software programs or operating systems which are not commercially available.

ALL EXCLUSIONS, DEFINITIONS, CONDITIONS, PROVISIONS AND STATUTORY CONDITIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED APPLY.

EO-1545-0122

SECTION 1 COVERAGE F - OUTBUILDINGS – LAMB-EOB-2001-0223 BROAD FORM

If the Declaration Page shows that Coverage F - Broad Form applies, we will insure your building against direct physical loss of damage, subject to the terms and conditions below:

LOSS OR DAMAGE NOT INSURED

We do not insure loss or damage:

1. occurring after your building has, to your knowledge, been vacant for more than 30 consecutive days;
2. caused by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
3. caused by any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
4. caused by or resulting from contamination or pollution or the release, discharge or dispersal of contaminants or pollutants, except for damage to the dwelling (if you are the owner) caused by the sudden and accidental escape of fuel from a permanently installed domestic fuel tank (including any attached equipment, apparatus or piping) or as provided under Additional Coverages of Section 1;
5. caused by wear, tear, scratching, marring, gradual deterioration, latent defect or mechanical breakdown, rust, corrosion, extremes of temperature, wet or dry rot or mould, and contamination;
6. caused by birds, moths, vermin (such as skunks and raccoons,) rodents (such as squirrels and rats), insects or household pets, except loss or damage to building glass;
7. because of the increased costs of repair due to operation of any law regulating the zoning, demolition, repair or construction of buildings and their related services;
8. resulting from any intentional or criminal act or failure to act by you, your employees or anyone to whom the damaged or lost property is entrusted;
9. to buildings or structures used in whole or in part or designed for commercial or business purposes other than farming unless declared on the Declaration Page;
10. to any property illegally acquired or kept;
11. to any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
12. because of the voluntary parting with title or ownership, whether or not induced to do so by any fraudulent scheme, trick, device or false pretence;
13. to electrical devices or appliances caused by electrical currents other than lightning;
14. to lawns, outdoor trees, shrubs or plants except as provided under Additional Coverages of Section 1;
15. due to the cost involved to correct faulty material or workmanship;
16. caused by settling, expansion, contraction, moving, bulging, buckling or cracking except resulting damage to building glass;
17. caused by smoke from agricultural smudging or industrial operations;
18. due to the buildup of smoke. Smoke damage must be sudden and accidental;
19. caused by snowslide, iceslide, landslide, earthquake or any other earth movement. If any of these results in fire or explosion, we will pay only for the resulting loss or damage;
20. caused by collapse of:
 - a) outside property such as awnings, fences, or trellises unless resulting from structural collapse of foundations, walls, floors or roof of a building;

- b) swimming pools, patios, driveways, walks or retaining walls, outdoor radio and/or TV antennae, towers, satellite receivers and their attachments.
- 21. to outdoor radio and/or TV antennae, towers, satellite receivers and their attachments caused by windstorm or hail, weight of ice, snow or sleet, or collapse.
- 22. caused by water unless the loss or damage directly resulted from:
 - a) the sudden and accidental escape of water from within a watermain, swimming pool or equipment attached;
 - b) the sudden and accidental escape of water or steam from within a heating, sprinkler, air conditioning or plumbing system, domestic appliance or waterbed which is located inside your dwelling;
 - c) water which enters through an opening which has been created suddenly and accidentally by a peril not otherwise excluded;

But we do not cover loss or damage:

 - i) caused by continuous or repeated seepage or leakage of water;
 - ii) caused by backing up or escape of water from a sewer or drain, sump or septic tank, eavestrough or downspout;
 - iii) caused by ground water or rising of the water table;
 - iv) caused by surface waters, unless the water escapes from a watermain or swimming pool;
 - v) to watermains or outdoor plumbing systems and equipment attached (including but not limited to swimming pools, hot tubs or spas) caused by freezing, water or rupture;
 - vi) to the system or appliance from which the water escaped;
 - vii) occurring while the building is under construction or vacant, even if permission for construction or vacancy has been given by us;
 - viii) caused by freezing of any part of a heating, sprinkler, air conditioning or plumbing system or domestic appliance unless it happens within a dwelling heated during the usual heating season and you have not been away from your premises for more than 4 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 of the water supply and had drained all the pipes and appliances you would still be insured;
- 23. due to vandalism or malicious acts caused by you or any members of your household, or your employees, or by any tenant, employee or member of the tenant's household;
- 24. caused by vandalism or malicious acts or theft or glass breakage occurring while your building is under construction or vacant even if permission for construction or vacancy has been given by us;
- 25. caused by theft or attempted theft by any tenant, employee or member of the tenant's household;
- 26. to 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;
- 27. to retaining walls not constituting part of any insured building;
- 28. caused directly or indirectly by the failure of any;
 - a) electronic data processing equipment, or other equipment, including microchips embedded therein;
 - b) computer program;
 - c) software;
 - d) media
 - e) data;
 - f) memory storage system;
 - g) memory storage device;
 - h) real time clock;
 - i) date calculator; or
 - j) any other related component, system or device,

to correctly read, recognize, interpret or process any encoded abbreviated or encrypted date, time, or combined date/time data or field. Such failure shall include any error in original or modified data entry or programming. This exclusion does not apply to loss or damage caused directly by fire or lightning, explosion, smoke, impact by aircraft or land vehicle, riot, vandalism or malicious acts, or windstorm or hail, all described and limited under the heading Insured Perils - Residential Property- Standard Form.

SEE ALSO THE DEFINITIONS AND LOSS OR DAMAGE NOT INSURED OF SECTION 1

ALL THE STATUTORY AND ADDITIONAL CONDITIONS OF THIS POLICY ALSO APPLY TO THIS COVERAGE
LAMB-EOB-2001-0223

SECTION 1 COVERAGE E, OUTBUILDINGS – LAMB-EOB-2000-0223
STANDARD FORM

If the Declaration Page shows that Coverage E - Standard Perils Form applies, you are insured against direct loss of damage caused by the following perils as described and limited:

1. FIRE or LIGHTNING.
2. EXPLOSION.

3. SMOKE: This peril means smoke due to a sudden, unusual and 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 the building but not objects which strike because of snowslide, iceslide, landslide or any other earth movement.
5. IMPACT BY AIRCRAFT OR LAND VEHICLE: Animals are not insured under this peril.
6. RIOT.
7. VANDALISM OR MALICIOUS ACTS: This peril does not include:
 - a) loss or damage occurring while the building is under construction or vacant even if permission for construction or vacancy has been given by us;
 - b) damage caused by you, members of your household, or your employees, any tenant, employee or member of the tenant's household;
 - c) loss or damage caused by theft or attempted theft.
8. WATER ESCAPE: This peril means:
 - a) the sudden and accidental escape of water from within a watermain, swimming pool or equipment attached;
 - b) the sudden and accidental escape of water or steam from within a heating, sprinkler, air conditioning or plumbing system, domestic appliance or waterbed which is located inside your dwelling;
 - c) water which enters through an opening which has been created suddenly and accidentally by an insured peril; But we do not cover loss or damage:
 - i) caused by continuous or repeated seepage or leakage of water;
 - ii) caused by backing up or escape of water from a sewer or drain, sump or septic tank, eavestrough or downspout;
 - iii) caused by ground water or rising of the water table;
 - iv) caused by surface waters, unless the water escapes from a watermain or swimming pool;
 - v) to watermains or outdoor plumbing systems and equipment attached (including but not limited to swimming pools, hot tubs or spas) caused by freezing, water or rupture;
 - vi) to the system or appliance from which the water escaped;
 - vii) occurring while the building is under construction or vacant, even if permission for construction or vacancy has been given by us;
 - viii) caused by freezing of any part of a heating, sprinkler, air conditioning or plumbing system or domestic appliance unless it happens within a dwelling heated during the usual heating season and you have not been away from your premises for more than 4 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.
9. WINDSTORM OR HAIL: This peril does not include loss or damage to improvements and betterments or the interior of a building caused by windstorm, hail or coincidental rain damage, unless the storm first creates an opening in the building. This peril does not include damage:
 - a) To outdoor radio and/or TV antennae, towers, satellite receivers and their attachments;
 - b) due to weight or pressure of ice or snow, waves, floods, land subsidence, whether driven by wind or not;
10. GLASS BREAKAGE: We insure glass that forms part of your building on your premises, including glass in storm windows and doors, against accidental breakage.

This peril does not include loss or damage occurring while a building is under construction or vacant even if permission for construction or vacancy has been given by us.
11. TRANSPORTATION: This peril means loss or damage caused by collision, upset, overturn, derailment, stranding or sinking of any automobile or attached trailer in which the insured property is being carried. This would also apply to any vehicle of a common carrier.

This peril means loss of damage to:

 - a) your personal property while it is temporarily removed from your premises;
 - b) building fixtures and fittings when they are temporarily removed from your premises for repair or seasonal storage; This peril does not include loss or damage to:
 - a) property in a cabin or home trailer which you own;
 - b) any watercraft, their furnishings, equipment or motors.
12. THEFT, INCLUDING DAMAGE CAUSED BY ATTEMPTED THEFT: This peril does not include loss or damage:
 - a) which happens at any other dwelling which you own, rent or occupy, except while you are temporarily living there; caused by any tenant, employee or member of the tenant's household;
 - b) to property in or from a building under construction or of materials and supplies for use in the construction until the building is completed and ready to be occupied.
13. 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).

LOSS OR DAMAGE NOT INSURED

We do not insure loss or damage:

1. occurring after your building has, to your knowledge, been vacant for more than 30 consecutive days;
2. caused by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
3. caused by any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
4. caused by or resulting from contamination or pollution, or the release, discharge or dispersal of contaminants or pollutants, except for damage to the dwelling (if you are the owner) or personal property caused by Peril 13 or as provided under Additional Coverages of Section 1;
5. caused by wear, tear, scratching, marring, gradual deterioration, latent defect or mechanical breakdown, rust, corrosion, extremes of temperature, wet or dry rot or mould, and contamination;
6. caused by birds, moths, vermin (such as skunks and raccoons,) rodents (such as squirrels and rats), insects or household pets, except loss or damage to building glass;
7. because of the increased costs of repair due to the operation of any law regulating the zoning, demolition, repair or construction of buildings and their related services;
8. resulting from any intentional or criminal act or failure to act by you, your employees or anyone to whom the damaged or lost property is entrusted;
9. to buildings or structures used in whole or in part or designed for business purposes other than farming unless declared on the Declaration Page;
10. to any property illegally acquired or kept;
11. to any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
12. because of the voluntary parting with title or ownership, whether or not induced to do so by any fraudulent scheme, trick, device or false pretence;
13. to electrical devices or appliances caused by electrical currents other than lightning;
14. to lawns, outdoor trees, shrubs or plants if you are a tenant;
15. to building glass if you are a tenant;
16. to books of account and evidences of debt or title;
17. to property while undergoing a process involving the application of heat but resulting damage to other property is insured;
18. to household pets;
19. to retaining walls not constituting part of any insured building;
20. caused by mysterious disappearance;
21. caused directly or indirectly by the failure of any;
 - a) electronic data processing equipment, or other equipment, including microchips embedded therein;
 - b) computer program;
 - c) software;
 - d) media
 - e) data;
 - f) memory storage system;
 - g) memory storage device;
 - h) real time clock;
 - i) date calculator; or
 - j) any other related component, system or device, to correctly read, recognize, interpret or process any encoded, abbreviated or encrypted date, time, or combined date/time data or field. Such failure shall include any error in original or modified data entry or programming. This exclusion does not apply to loss or damage caused directly by fire or lightning, explosion, smoke, impact by aircraft or land vehicle, riot, vandalism or malicious acts, or windstorm or hail, all described and limited under the heading Insured Perils - Residential Property - Standard Form.

SEE ALSO THE DEFINITIONS AND LOSS OR DAMAGE NOT INSURED OF SECTION 1

ALL THE STATUTORY AND ADDITIONAL CONDITIONS OF THIS POLICY ALSO APPLY TO THIS COVERAGE

EOB-2000-0223

LAMB-

Gross Rental Income Form – EI-0025-1218

WORDS AND PHRASES IN QUOTATIONS HAVE SPECIAL MEANING AS DESCRIBED IN THE DEFINITIONS.

1. INDEMNITY AGREEMENT

This form insures, up to the amount stated on the “declarations page” against loss of “gross rents” directly resulting from or caused by destruction or damage by the perils insured against, to building(s) and additions, and extensions communicating and in contact therewith on the described “premises”.

2. MEASURE OF RECOVERY

The insurance is limited to loss of “gross rents” sustained due to a. Reduction in gross rents and b. Increase in cost of working and the amount payable shall be:

- a. **In Respect of Reduction of Gross Rents:** The amount by which the gross rents during the indemnity period shall, in consequence of the destruction or damage, fall short of the standard gross rents.
- b. **In Respect of Increase in Cost of Working:** The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in gross rents which but for that expenditure would have taken place during the indemnity period in consequence of the of the destruction or damage, but not exceeding the loss of gross rents thereby avoided; less any sum saved during the “indemnity period” in respect of costs as may cease or be reduced in consequence of the destruction or damage by the perils insured against, provided that if the amount of insurance be less than the annual gross rents, the amount payable shall be proportionally reduced.

3. AUDITOR'S FEES

The Insurer will pay the insured up to \$500 for reasonable fee payable to the insured's auditor for producing and certifying particulars and details of the insured's business required by the insurer in order to arrive at the loss payable under this form in the event of a claim.

4. ADDITIONAL EXCLUSIONS

- a. This Form does not insure loss or damage caused directly or indirectly, in whole or in part, by “terrorism” or by any activity or decision of a government agency or other entity to prevent, respond to or terminate “terrorism”. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, except for ensuing loss or damage which results directly from fire, lightning or explosion of natural, coal or manufactured gas.
- b. property used in whole or in part for the cultivation, harvesting, processing, manufacture, distribution or sale of cannabis or any product derived from, or containing, cannabis or any other substance falling within the Schedules of the Controlled Drugs and Substance Act, whether or not the insured is aware of such use of the property.

5. DEFINITIONS

- a. **Gross Rents:** The money paid or payable to the insured by tenants in respect of rental of the “premises”.
- b. **Indemnity Period:** The period beginning with the occurrence of a peril insured against and ending not later than 12 months thereafter during which gross rents shall be affected in consequence of the destruction or damage by a peril insured against.
- c. **Annual Gross Rentals:** The gross rents during the 12 months immediately before the date of the destruction or damage by a peril insured against to which such adjustments shall be made as may be necessary to provide for the trends of, variations in or special circumstances affecting gross rents either before or after the destruction or damage or which would have affected gross rents had the destruction or damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the destruction or damage would have been obtained during the relative period after the destruction or damage.

- d. **Standard Gross Rents:** The gross rents during that period in the 12 months immediately before the date of the destruction or damage by a peril insured against or which corresponds with the indemnity period to which such adjustments shall be made as may be necessary to provide for the trends of, variations in or special circumstances affecting gross rents either before or after the destruction or damage or which would have affected gross rents had the destruction or damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the destruction or damage would have been obtained during the relative period after the destruction or damage.
- e. **"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.

6. PROVISIONS

- a. If during the indemnity period services shall be rendered elsewhere than at the premises for the benefit of the business either by the insured or by others on his/her behalf the money paid or payable in respect of such services shall be brought into account in arriving at the gross rents during the indemnity period.
- b. The liability of the insurer shall in no case exceed the total amount of insurance specified herein or such other amount(s) as may hereafter be substituted therefore by endorsement signed by or on behalf of the insurer.
- c. The insurer shall not be liable for any loss due to fines or damages for breach of contract, or for any penalties of whatever nature.
- d. On the happening of any destruction or damage by a peril insured against in consequence of which a claim is or may be made under this endorsement, the Insured shall with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimize or check any interruption or interference with gross rents or to avoid or diminish the loss.
- e. The insurer shall be liable for actual loss sustained hereunder, during the period of time, not exceeding two consecutive weeks from the date when, as a direct result of the peril(s) insured against, access to the premises described is prohibited by order of civil authority.
- f. If, on the happening of any loss, there is in force more than one policy covering the same interest, irrespective of whether by any term in such contract the insurance granted thereby shall not cover, come into force, attach or become insurance until after full or partial payment of any loss under any other policy, it is a condition of this endorsement and policy that the claim hereunder shall be adjusted with the insured on the basis that such policy or policies will contribute a rateable proportion of the loss; unless it is otherwise expressly agreed in writing.
- g. No term or condition of this policy shall be deemed to be waived by this 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.

All other terms and conditions of this policy remain unchanged.

LOSS OF FARM INCOME NO-INSURANCE FORM LAMB-EI-0600-0106

If the Declaration Page shows that Coverage MM2 - Loss of Farm Income - No Co-Insurance Form applies we agree to indemnify you, up to the limit of insurance shown on the Declaration Page and subject to the restrictions noted below, for loss of income as a result of direct damage or destruction of property insured on this policy by the perils insured against, less operating expenses which do not necessarily continue.

We will only pay for:

- (a) such loss during that period of time, as would be required to rebuild, repair or replace the damaged or destroyed property. This period of time will be the reasonable amount of time required to rebuild, repair or replace the damaged or destroyed property, starting with the date of the damage or destruction, but not limited by the expiry date of this policy; and
- (b) expenses which are necessary to reduce any loss under this coverage (except for expenses charged to extinguish a fire), not exceeding however, the amount by which the loss under this coverage is reduced.

SPECIAL LIMIT OF THIS COVERAGE

We will not pay more than 25% of the amount shown on the Declaration Page for this coverage in any 30 consecutive calendar days.

SPECIAL CONDITIONS OF THIS COVERAGE

1. In determining loss under this coverage the following factors will be considered:
 - (a) the Farm Income before the date of damage or destruction, and the probable Farm Income after such damage or destruction, had no loss occurred;
 - (b) the continuation of operating expenses, including payroll expense which is necessary to resume operations during the restoration period with the same quality of service which existed immediately before the loss;
 - (c) the reduction of loss which could be made possible by resuming complete or partial operation of the described property, or by making use of other property.
2. If a claim is to be made under this form you will with due diligence do and agree to do and permit to be done all things which may be reasonably practicable to minimize or check any interruption of or interference with your operation or to avoid or diminish the loss.
3. If you decide not to resume normal farm operations this Loss of Income coverage shall be limited to the period of time that would normally have been required, with the exercise of due diligence and dispatch, to rebuild, repair or replace the damaged property.
4. We reserve the right to inspect your books and records which relate to this coverage for verification of any claim under this coverage.

SPECIAL DEFINITIONS OF THIS COVERAGE

Farm Income means the amount by which Revenue exceeds Expenses in a given period of time.

Revenue means the value of all goods produced and/or sold and all services rendered during the fiscal period from the operation of the business. Revenue may include amounts earned from investments. Revenue realizes increases in equity like the gain on a sale of a fixed asset.

Variable Operating Expense means an expense that varies directly with the volume of production or activity. If no production or activity takes place the variable expense is zero.

ADDITIONAL AGREEMENTS OF THIS COVERAGE

1. Extra Expenses

We will pay you for the necessary Extra Expenses which you incur in order to continue as nearly as possible the normal business operations following damage to or destruction which occurs during the term of this policy, to building(s) or additions to or contents of said building as described on the Declaration Page by the perils insured against.

We will pay for the Extra Expenses so incurred, not exceeding such length of time, referred to as the "period of restoration", starting with the date of loss and not limited by the expiry date of this policy, as would be required to repair, rebuild, or replace such part of said building(s) or additions to or contents of said buildings as may be destroyed or damaged within a reasonable time after the date of loss.

The Extra Expenses covered in this clause are in excess of those which are necessary to reduce any loss under this coverage.

The amount payable under this clause will not exceed \$ 2,000 (or other amount shown on the Declaration Page for Extra Expenses.)

2. Professional Fees

We will pay the reasonable fees to professionals whom you may hire to produce and certify particulars or details of your business required by you to arrive at the loss payable. The amount payable under this clause will not exceed \$2,000 (or other amount shown on the Declaration Page for professional fees.)

3. Interruption by Civil Authority

This coverage is extended, for a period not exceeding two weeks, to respond to a Loss of Income if a civil authority prohibits access to premises insured under this policy as a result of damage by an insured peril to a neighbouring premises.

LOSS OR DAMAGE NOT INSURED

We do not insure:

- (a) any increase of loss due to interference at the insured premises by strikers or other persons, with rebuilding, repairing or replacing the property, or with the resumption or continuation of business;
- (b) loss due to fines or damages for breach of contract for late or non-completion of orders, or for any penalties of whatever nature;
- (c) loss due to the suspension, lapse or cancellation of any lease or license, contract or order, which may affect your earnings after the period following any loss payable under this policy;
- (d) the cost of compiling books of account, abstracts, drawings, card index systems or other records including film, tape, disc, drum, cell or other magnetic recording or storage media for electronic data processing;
- (e) any other consequential loss or remote loss.

SEE ALSO DEFINITIONS AND GENERAL LOSS OR DAMAGE NOT INSURED OF SECTION 2

ALL THE STATUTORY AND ADDITIONAL CONDITIONS OF THIS POLICY ALSO APPLY TO THIS COVERAGE

LAMB-EI-0600-0106

SECTION 2

REPLACEMENT COST - BASIS OF SETTLEMENT - LAM-EOB-0605-0219

Where the Declaration Page states that Replacement Cost applies this endorsement amends the Basis of Settlement Clause with respect to those items.

- 1. The Insurer agrees to amend the basis of settlement from actual cash value to replacement cost subject to the following provisions:
 - a) replacement shall be effected by the Insured with due diligence and dispatch;
 - b) replacement shall be on the same site or on an adjacent site;
 - c) settlement on a replacement cost basis shall be made only when replacement has been effected by the Insured and in no event shall it exceed the amount actually and necessarily expended for such replacement;
 - d) failing compliance by the Insured with any of the foregoing provisions, settlement shall be made as if this endorsement had not been in effect;
 - e) any other insurance effected by or on behalf of the Insured in respect of the perils insured against by this Policy on the property to which this endorsement is applicable shall be on the basis of replacement cost as defined herein;
 - f) this endorsement applies separately to each item to which it applies
- 2. Any reference to actual cash value in a coinsurance clause in this Policy is deemed to be a reference to replacement cost of the property insured.
- 3. In this endorsement
 - a) replacement cost means the cost of replacing, repairing, constructing or reconstructing (whichever is the least) the property on the same site with new property of like kind and quality and for like occupancy without deduction for depreciation; and
 - b) replacement includes repair, construction or reconstruction with new property of like kind and quality.
- 4. In the event that new property of like kind and quality is not obtainable, new property which is as similar as possible to that damaged or destroyed and which is capable of performing the same function shall be deemed to be new property of like kind and quality for the purposes of this endorsement.
- 5. **EXCLUSIONS**
This endorsement does not apply to
 - a) stock;
 - b) livestock;
 - c) produce;
 - d) patterns, dies, moulds;
 - e) paintings, etchings, pictures, tapestries, statuary, marbles, bronzes, antique furniture, rare books, antique silver porcelain, rare glassware, bric-a-brac or other articles of art, rarity or antiquity
 - f) any increase in the cost of replacement occasioned by a restriction or prohibition in any by-law, regulation, ordinance or law.

6. Inflation protection coverage: It is agreed that:
- (1) the amount of insurance applicable shall be increased during the policy period by the proportion by which the latest published Statistics Canada Non-residential Price Indexes has increased since the last premium due date;
 - (2) at the renewal or anniversary date of this policy, the amount of insurance shall be increased automatically in accordance with the latest published Statistics Canada Non-residential Price Indexes and the applicable premium charged;
 - (3) if the amount of insurance applicable is changed at your request during the policy period, the effective date of this provision is deemed to coincide with the effective date of such change;
 - (4) if this form insures two or more items, the foregoing shall apply separately to each item to which this provision applies.

All other terms and conditions of this Policy remain unchanged.

LAM-EOB-0605-0219

COVERAGE SN – SNOWLOAD PERIL – EOB-0610-0100

If the Declaration Page shows that Coverage SN – Snowload Peril applies to designated buildings, you are insured against direct loss or damage caused by snowload as described and limited.

SNOWLOAD PERIL: This peril means the collapse of foundations, walls, floors or roof of a building caused directly by the weight of ice or snow. This peril does not include loss or damage caused directly or indirectly:

- a. to outside property such as fences or awnings,
- b. to exterior permanent fixtures and fittings, glass, permanent appliances for lighting, heating or ventilating the building, unless damage is in conjunction with the collapse of foundation walls, floors or roof of the building to which they are attached,
- c. by earthquake,
- d. by the settling, cracking, expanding, contraction, moving, shifting or bulging of any building,
- e. by wear, tear, rodents (such as squirrels and rats), insects or vermin (such as raccoons and skunks) or by dampness or atmosphere, dryness of atmosphere, rotting, rust or corrosion.

DEDUCTIBLE

We are responsible only for the amount by which the loss or damage caused by snowload exceeds the amount of the deductible shown on the Declaration Page or \$1000, whichever is higher.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY APPLY

EOB-0610-0100

LIVESTOCK LIMITED NAMED PERILS FORM- ELV-0600-1207

WORDS AND PHRASES IN QUOTATIONS HAVE SPECIAL MEANING AS DEFINED IN THE DEFINITIONS
(CLAUSE 12)
THE STATUTORY AND ADDITIONAL CONDITIONS ATTACHED TO THIS FORM APPLY TO ALL COVERAGES
WITHIN THIS FORM

Indemnity Agreement

1. In the event that any of the property insured be lost or damaged by the perils insured against, the insurer will indemnify the Insured against the direct loss so caused to an amount not exceeding whichever is the least of:
 - (a) the actual cash of the value of the property at the time of loss or damage;
 - (b) the interest of the Insured in the property;
 - (c) the amount of insurance specified on the "Declaration Page" in respect of the property lost or damaged.

Provided, however, that where the insurance applies to the property of more than one person or interest, the insurer's total

liability for loss sustained by all such persons and interests shall be limited in the aggregate to the amount or amounts of insurance specified on the "Declaration Page".

Property Insured

2. This Form insures the following property but only those items for which an amount of insurance is specified on the "Declaration Page":

"LIVESTOCK"

The insured property is covered anywhere within the territorial limits of Canada and the Continental United States of America and inland and coastal waterways.

Deductible

3. In any one occurrence, we are responsible only for the amount by which the insured loss or damage exceeds the amount of the deductible shown on the "Declaration Page". Coverage provided under the "Extensions of Coverage" is also subject to the policy deductible applicable to the insured premises. If one occurrence could lead to the application of more than one deductible only the largest deductible will apply.

Co-Insurance

4. If the "Declaration Page" shows that a co-insurance percentage applies to any item this clause will apply only where the total loss exceeds the lesser of 2% of the applicable amount of insurance or \$5,000. If no co-insurance percentage appears on the "Declaration Page" it is understood that the co-insurance percentage applicable to Machinery and Equipment, "Livestock" and Produce shall be 80%.

The Insured is required to maintain a limit of insurance on each item to which this clause applies equal to at least the amount that is calculated when the Co-insurance percentage designated on the "Declaration Page" (or 80% for Machinery and Equipment, "Livestock" and Produce) is multiplied against the actual cash value of the insured property at the time of the loss. Failure to do so will result in the Insured only being 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.

Insured Perils

5. If the Declaration Page shows Livestock Limited Named Perils Form applies, you are insured against direct loss or damage caused by the following perils as described and limited:

1. FIRE.
2. LIGHTNING.
3. EXPLOSION: This peril does not include loss or damage caused by explosion of steam pressure vessels when their normal internal working pressure exceeds 103 kilopascals (15 pounds per square inch) above atmospheric pressure.
4. SMOKE: This peril means smoke due to the sudden, unusual and faulty operation of any heating or cooking unit in or on the premises, but not smoke from fireplaces or woodstoves.
5. WINDSTORM OR HAIL.
6. RIOT, RIOT ATTENDING A STRIKE.
7. EARTHQUAKE, COLLAPSE OF BUILDINGS, BRIDGES OR CULVERTS.
8. FLOOD: This peril means waves, tide or tidal water, and the rising (including the overflowing or breaking of boundaries) of lakes, ponds, reservoirs, rivers, harbours, streams and similar bodies of water, whether driven by wind or not.
9. COLLISION, OR DERAILMENT OR OVERTURN of a vehicle on which insured property is being transported.
10. IMPACT BY AIRCRAFT OR LAND VEHICLE: This peril does not include any impact by a vehicle owned or operated by you, your employees or members of your household.
11. STRANDING, SINKING, OR BURNING OR COLLISION of vessels including general average and salvage charges incurred, while waterborne on land vehicles on board any regular ferry while operated on inland or coastal waterways only.

12. THEFT.
13. ACCIDENTAL SHOOTING.
14. DROWNING.
15. ELECTROCUTION.
16. ATTACK BY WILD ANIMALS OR NON-OWNED DOGS: Payment is limited to payment in excess of government compensation.
17. VANDALISM OR MALICIOUS ACTS.

General Exclusions

6.A PROPERTY EXCLUDED

This Form does not insure against loss or damage:

- (a) to any property illegally acquired or kept;
- (b) to any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
- (c) to books of account and evidences of debt or title;
- (d) to property while undergoing a process involving the application of heat, but resulting damage to property is insured;
- (e) to buildings and/or structures, used in whole or in part for the cultivation, harvesting, processing, manufacture, distribution or sale of marijuana or any product derived from, or containing, marijuana or any other substance falling within the Schedules of the Controlled Drugs and Substances Act, whether or not the insured is aware of such use of the property.

6.B PERILS EXCLUDED

This Form does not insure against loss or damage resulting from, contributed to, directly or indirectly:

- (a) caused by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
- (b) caused by any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
- (c) caused by or resulting from contamination or pollution, or the release, discharge or dispersal of contaminants or pollutants, except as provided under "Extensions of Coverage";
- (d) caused by wear, tear, scratching, marring, gradual deterioration, birds, moths, vermin (such as skunks and raccoons), rodents (such as squirrels or rats) or insects, latent defect, rust, corrosion, extremes of temperature, wet or dry rot, fungi or spore(s), or contamination;
- (e) caused by mechanical or electrical breakdown or failure, or repairing or maintenance operations unless specific coverage is included in your policy;
- (f) caused by freezing or extremes of temperature unless specific coverage is included in your policy;
- (g) resulting from intentional or criminal acts or failure to act by you, your employees or anyone to whom the damaged or lost property is entrusted;
- (h) because of the voluntary parting with title or ownership, whether or not induced to do so by any fraudulent scheme, trick, device or false pretences;
- (i) caused by mysterious disappearance.

6.C POLLUTION EXCLUDED

This Form does not insure against:

- (c) loss or damage caused directly or indirectly by any actual or alleged spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants", nor the cost or expense of any resulting "clean-up", but this exclusion does not apply:
 - (i) if the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants" is the direct result of a peril not otherwise excluded under this Form;
 - (ii) to loss or damage caused directly by a peril not otherwise excluded under this Form;
- (d) cost or expense for any testing, monitoring, evaluating or assessing of an actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants".

6.D DATA & DATA PROBLEM EXCLUDED

This Form does not insure:

- (a) "Data";

(b) loss or damage resulting from, contributed to or caused directly or indirectly by "Data Problem".

However, if loss or damage caused by "Data Problem" results in the occurrence of further loss or damage to property insured that is directly caused by 'Insured Perils' as defined in this Form, this exclusion (b) shall not apply to such resulting loss or damage.

Specific Exclusions to this Form

7. We will not pay under this coverage for loss resulting from or arising out of:

- (a) death or destruction due to or made necessary by acute mastitis and/or milk fever;
- (b) death or destruction due to any disease whether or not such loss be in any way caused by, contributed to or aggravated by any of the perils insured against by this coverage;
- (c) any livestock that have become non-functional for the purpose which the livestock is kept;
- (d) horses while on the grounds of any public racetrack or while engaged in any competitive events;
- (e) any diseased livestock that dies or is destroyed as a result of any of the coverages provided for in this coverage;
- (f) intentional destruction of any livestock without our prior approval.

Limits

8. The following limits apply to this coverage:

- (a) Livestock is subject to a limit of \$4,000 per animal unless specifically insured.

Conditions

9. The following conditions apply to this coverage:

- (a) Notice of Illness or Accident:
"You" must give immediate notice to "us" of any illness or accident to animal(s) insured by this coverage and must at your own expense immediately provide for adequate treatment by a qualified veterinary surgeon.
- (b) Salvage:
You will be responsible for the removal of deadstock. Salvage value, if any, will be payable to us.
- (c) The carcass must not be moved prior to our approval.
- (d) Payment under this coverage will not be made and until "you" produce a certificate from the veterinarian confirming that a Post Mortem was performed and certifying the cause of death.

Special Conditions

10. The following special conditions shall not increase the amounts of insurance applying under this Form and are subject to all conditions of this Form.

- (a) In case of livestock alleged to have been killed by lightning the carcass must not be moved without our approval. Satisfactory evidence that death occurred from this peril must be produced.
- (b) If you must remove insured property from your premises to protect it from loss or damage, it is insured by this Form for 7 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.
- (c) Unless permission is given by the policy or shown on the "Declaration Page", you are not covered for loss or damage to the Building(s) or Contents occurring:
 - (i) during or as a result of addition to or alteration of the building(s), other than normal repairs;
 - (ii) when the building(s) insured or containing the property insured is, to your knowledge, vacant for more than thirty consecutive days.
- (d) If within six months after the expiry or anniversary date of each period of insurance under this policy, you file with us a Premium Adjustment Form showing, for the said period, the actual cash value of the "Livestock" insured on the last day of each month at each location, subject to verification by your accountant, the actual premium for such period will then be calculated at the rate applying to each location for the average amount of the total values declared. If the premium paid by you for such coverage exceeds the actual premium calculated above, we will refund to you any excess paid, subject to a maximum refund of 50% of the

premium paid. If any monthly declared values exceed the limit of insurance, the amount of the excess will not be included in the premium.

Basis of Claim Payment

11. Unless stated otherwise, 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.

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.

Payment will include any accrued subsidies (where applicable) but limited to payment in excess of government compensation.

If you qualify for a tax credit, the loss payment will be reduced by that amount.
Any loss or damage will not reduce the amounts of insurance provided by this Form.

DEFINITIONS

12. Wherever used in this Form:

- (a) **"Clean-up"** means the removal, containment, treatment, decontamination, detoxification, stabilization, neutralization of "pollutants, including testing which is integral to the aforementioned processes.
- (b) **"Data"** means representations of information or concepts, in any form.
- (c) **"Data Problem"** means:
 - (i) erasure, destruction, corruption, misappropriation or misinterpretation of "Data";
 - (ii) error in creating, amending, entering, deleting or using "Data"; or
 - (iii) inability to receive, transmit or use "Data"; or damage to electronic data processing equipment or other related component system, process or device.
- (d) **"Declaration Page"** means the Declaration Page applicable to this Form.
- (e) **"Fungi"** includes, but is not limited to, any form or type of mould, yeast, mushroom or mildew whether or not allergenic, pathogenic, or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any "Fungi" or "Spore(s)" or resultant mycotoxins, allergens or pathogens.
- (f) **"Livestock"** includes such classes of livestock usual to the Insured's business with each class insured separately.
- (g) **"Pollutants"** means any solid, liquid, gaseous or thermal irritant, or contaminants including odour, vapour, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- (h) **"Premises"** means "Buildings" as named on the "Declaration Page" including the land immediately surrounding and belonging to it.
- (i) **"Spore(s)"** includes, but is not limited to, any reproductive particle of microscopic fragment produced by, emitted from or arising out of any "Fungi".
- (j) **"We" or "us"** means the Company or Insurer providing this insurance.
- (k) **"You" or "your"** means the person(s) named as Insured on the Declaration Page and, while living in the same household, his or her spouse, the relatives of either or any person under the age of 21 in their care. "Spouse" includes either of two persons who are not married to each other and have lived together continuously for a period of not less than three years or, in a relationship of some permanence where there is a child born of whom they are the natural or adoptive parents, and have cohabited within the preceding year. Only the person named on the "Declaration Page" may take legal action against us.

ELV-0600-1207

LIVESTOCK BROAD NAMED PERILS FORM – ELV-0605-1207

WORDS AND PHRASES IN QUOTATIONS HAVE SPECIAL MEANING AS DEFINED IN THE DEFINITIONS
(CLAUSE 13)
THE STATUTORY AND ADDITIONAL CONDITIONS ATTACHED TO THIS FORM APPLY TO ALL COVERAGES
WITHIN THIS FORM

Indemnity Agreement

1. In the event that any of the property insured be lost or damaged by the perils insured against, the insurer will indemnify the Insured against the direct loss so caused to an amount not exceeding whichever is the least of:

- (a) the actual cash of the value of the property at the time of loss or damage;
- (b) the interest of the Insured in the property;
- (c) the amount of insurance specified on the "Declaration Page" in respect of the property lost or damaged.

Provided, however, that where the insurance applies to the property of more than one person or interest, the insurer's total liability for loss sustained by all such persons and interests shall be limited in the aggregate to the amount or amounts of insurance specified on the "Declaration Page".

Property Insured

2. This Form insures the following property but only those items for which an amount of insurance is specified on the "Declaration Page":

"LIVESTOCK"

The insured property is covered anywhere within the territorial limits of Canada and the Continental United States of America and inland and coastal waterways.

Deductible

3. In any one occurrence, we are responsible only for the amount by which the insured loss or damage exceeds the amount of the deductible shown on the "Declaration Page". Coverage provided under the "Extensions of Coverage" is also subject to the policy deductible applicable to the insured premises. If one occurrence could lead to the application of more than one deductible only the largest deductible will apply.

Co-Insurance

4. If the "Declaration Page" shows that a co-insurance percentage applies to any item this clause will apply only where the total loss exceeds the lesser of 2% of the applicable amount of insurance or \$5,000. If no co-insurance percentage appears on the "Declaration Page" it is understood that the co-insurance percentage applicable to Machinery and Equipment, "Livestock" and Produce shall be 80%.

The Insured is required to maintain a limit of insurance on each item to which this clause applies equal to at least the amount that is calculated when the Co-insurance percentage designated on the "Declaration Page" (or 80% for Machinery and Equipment, "Livestock" and Produce) is multiplied against the actual cash value of the insured property at the time of the loss.

Failure to do so will result in the Insured only being 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.

Insured Perils

5. If the Declaration Page shows Farm Livestock Broad Named Perils Form applies, you are insured against direct loss or damage caused by the following perils as described and limited:
 1. FIRE.
 2. LIGHTNING.
 3. EXPLOSION: This peril does not include loss or damage caused by explosion of steam pressure vessels when their normal internal working pressure exceeds 103 kilopascals (15 pounds per square inch) above atmospheric pressure.
 4. SMOKE.
 5. WINDSTORM OR HAIL.
 6. RIOT, RIOT ATTENDING A STRIKE.
 7. EARTHQUAKE, COLLAPSE OF BUILDINGS, BRIDGES OR CULVERTS.
 8. FLOOD: This peril means waves, tide or tidal water, and the rising (including the overflowing or breaking of boundaries) of lakes, ponds, reservoirs, rivers, harbours, streams and similar bodies of water, whether driven by wind or not.
 9. COLLISION OR DERAILMENT OR OVERTURN of a vehicle on which insured property is being transported.
 10. IMPACT BY AIRCRAFT OR LAND VEHICLE.
 11. STRANDING, SINKING, OR BURNING OR COLLISION of vessels including general average and salvage charges incurred, while waterborne on land vehicles on board any regular ferry while operated on inland or coastal waterways only.
 12. THEFT.
 13. ACCIDENTAL SHOOTING.
 14. DROWNING.

15. ELECTROCUTION.
16. ATTACK BY WILD ANIMALS OR NON-OWNED DOGS: Payment is limited to payment in excess of government compensation.
17. BLIZZARD, SNOWSTORM, SLEETSTORM OR RAINSTORM.
18. VANDALISM OR MALICIOUS ACTS.
19. POWER INTERRUPTION.
20. ELECTRICAL OR MECHANICAL BREAKDOWN of the heating or ventilation systems of the building in which the insured livestock are confined.
21. HUDDLING, PILING, SMOTHERING, FREEZING or STAMPEDING. This peril does not apply unless it is the immediate and direct result of one of the perils 1 to 17 above causing actual physical damage to the buildings in which such insured livestock are confined.
22. ENTRAPMENT: This peril means the accidental and involuntary physical restraint of an animal resulting in the death or destruction of the entrapped animal. There is no coverage under this peril:
 - a. to animals in the process of being bred, either by natural or artificial means;
 - b. for death due to animal birth or while the animal is birthing;
 - c. for livestock in transit or while being loaded or unloaded;
 - d. for choking on objects or food, or medicine taken;
 - e. to any animal which contracted a disease or is sick prior to entrapment;
 - f. for livestock being handled or forcibly restrained for care or treatment;
 - g. for death resulting from physical injury due to an animal having been split;
 - h. for suffocation of animals in their own fluids, when caused by the animals natural inability to regain an upright position.
23. FUMES.
24. ACCIDENTAL STRANGULATION, not including loss or damage:
 - a. to any animal which contracted a disease or was sick or injured before strangulation;
 - b. to animals in transit or while being loaded or unloaded.
25. HARDWARE. - An autopsy will be required to confirm this condition.
26. FROTHY BLOAT, when the cause of death is a direct result of the ingestion of feed.
27. PHYSICAL INJURY, where a fracture of a bone(s) occurs accidentally causing incapacitation of the animal which leads to death or destruction
28. RABIES: Payment is limited to payment in excess of government compensation.
29. ANIMAL BIRTH, meaning death or destruction due to, or made necessary by, the direct birth of an offspring. The loss must occur within 72 hours of the animal birth.

General Exclusions

6.A PROPERTY EXCLUDED

This Form does not insure against loss or damage:

- (a) to any property illegally acquired or kept;
- (b) to any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
- (c) to books of account and evidences of debt or title;
- (d) to property while undergoing a process involving the application of heat, but resulting damage to property is insured;
- (e) to buildings and/or structures, used in whole or in part for the cultivation, harvesting, processing, manufacture, distribution or sale of marijuana or any product derived from, or containing, marijuana or any other substance falling within the Schedules of the Controlled Drugs and Substances Act, whether or not the insured is aware of such use of the property.

6.B PERILS EXCLUDED

This Form does not insure against loss or damage resulting from, contributed to, directly or indirectly:

- (a) caused by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
- (b) caused by any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
- (c) caused by or resulting from contamination or pollution, or the release, discharge or dispersal of contaminants or pollutants, except as provided under "Extensions of Coverage";
- (d) caused by wear, tear, scratching, marring, gradual deterioration, birds, moths, vermin (such as skunks and raccoons), rodents (such as squirrels or rats) or insects, latent defect, rust, corrosion, extremes of temperature, wet or dry rot, fungi or spore(s), or contamination;
- (e) caused by mechanical or electrical breakdown or failure, or repairing or maintenance operations unless specific coverage is included in your policy;

- (f) caused by freezing or extremes of temperature unless specific coverage is included in your policy;
- (g) resulting from intentional or criminal acts or failure to act by you, your employees or anyone to whom the damaged or lost property is entrusted;
- (h) because of the voluntary parting with title or ownership, whether or not induced to do so by any fraudulent scheme, trick, device or false pretences;
- (i) caused by mysterious disappearance.

6.C POLLUTION EXCLUDED

This Form does not insure against:

- (a) loss or damage caused directly or indirectly by any actual or alleged spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants", nor the cost or expense of any resulting "clean-up", but this exclusion does not apply:
 - (i) if the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants" is the direct result of a peril not otherwise excluded under this Form;
 - (ii) to loss or damage caused directly by a peril not otherwise excluded under this Form;
- (b) cost or expense for any testing, monitoring, evaluating or assessing of an actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants".

6.D DATA & DATA PROBLEM EXCLUDED

This Form does not insure:

- (a) "Data";
- (b) loss or damage resulting from, contributed to or caused directly or indirectly by "Data Problem".

However, if loss or damage caused by "Data Problem" results in the occurrence of further loss or damage to property insured that is directly caused by 'Insured Perils' as defined in this Form, this exclusion (b) shall not apply to such resulting loss or damage.

Specific Exclusions to this Form

7. We will not pay under this coverage for loss resulting from or arising out of:

- (a) death or destruction due to or made necessary to acute mastitis and/or milk fever;
- (b) any animals that have become non-functional for the purpose which the animal(s) is kept;
- (c) damage to reproductive organs;
- (d) animals on pasture without daily supervision or care;
- (e) horses while on the grounds of any public race track or while engaged in any competitive events;
- (f) any diseased animal(s) that dies or is destroyed as a result of any of the coverages provided for in this coverage other than the peril of rabies (5-27);
- (g) intentional destruction of any animal(s) without our prior approval;
- (h) animals under sixty (60) days of age;
- (i) poultry.

Limits

8. The following limits apply to this coverage:

- (a) Livestock is subject to a limit of \$4,000 per animal unless specifically insured.

Extensions of Coverage

9. The following extensions of coverage shall not increase the amounts of insurance applying under this Form and are subject to all conditions of this Form.

- (a) **Newly Acquired Livestock**
If you acquire any additional livestock similar to those scheduled, we will automatically insure these under this coverage if you notify us within 14 days. We will pay a maximum of 25% of the total amount of insurance on livestock shown on the "Declaration Page" subject to a limit of \$4,000 per head or the purchase price whichever is the lesser.
- (b) **Non-Owned Livestock**
If you wish, we will include uninsured livestock of others, to a maximum of \$4,000 while it is on your farm premises, but we do not insure livestock which you are boarding for a fee.
- (c) **Livestock Medicines**

Up to 5% of the total limit of insurance on Livestock shown on the Declaration Page may be applied to medication for livestock while stored on your premises if it is damaged or destroyed by any of the perils named in this coverage.

(d) Professional Fees

We agree to pay for reasonable fees due to veterinarians or other professionals whom you employ at our request to confirm the cause of death, or other documents or relevant information on your business, which we will require following a loss to determine the amount payable under the present policy.

(e) Deadstock Removal

This Coverage pays for the cost of removing deadstock of the property insured under this Form as a result of any insured peril.

When the value of the dead swine or poultry and the cost of the deadstock removal exceed the limit of insurance for the damaged property, an additional 5% of the limit of insurance on swine or poultry shown on the "Declaration Page" will be available to cover deadstock removal expenses.

This coverage, however, does not insure against direct or indirect loss, damage, cost or expense, arising out of the "clean-up", removal, containment, treatment, detoxification, decontamination, stabilization, neutralization, or remediation resulting from any actual, alleged, potential, or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release, or escape of "pollutants".

Further, this coverage does not insure against direct or indirect loss, damage, cost or expense, for any testing, monitoring, evaluating or assessing of an actual, alleged, potential, or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release, or escape of "pollutants".

Conditions

10. The following conditions apply to this coverage:

(a) Deductible:

The deductible will be 25% of the value of the animal to a maximum \$250.00.

(b) Notice of Illness or Accident:

"You" must give immediate notice to "us" of any illness or accident to animal(s) insured by this coverage and must at your own expense immediately provide for adequate treatment by a qualified veterinary surgeon.

(c) Salvage:

You will be responsible for the removal of deadstock. Salvage value, if any, will be payable to us.

(d) The carcass must not be moved prior to our approval.

(e) Payment under this coverage will not be made until "you" produce a certificate from the veterinarian confirming that a Post Mortem was performed and certifying the cause of death.

Special Conditions

11. The following special conditions shall not increase the amounts of insurance applying under this Form and are subject to all conditions of this Form.

(a) In case of livestock alleged to have been killed by lightning, fumes, power interruption, accidental physical entrapment, accidental strangulation, hardware, frothy bloat, physical injury, rabies or animal birth the carcass must not be moved without our approval. Satisfactory evidence that death occurred from one of these perils must be produced.

(b) If you must remove insured property from your premises to protect it from loss or damage, it is insured by this Form for 7 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.

(c) Unless permission is given by the policy or shown on the "Declaration Page", you are not covered for loss or damage to the Building(s) or Contents occurring:

(i) during or as a result of addition to or alteration of the building(s), other than normal repairs;

(ii) when the building(s) insured or containing the property insured is, to your knowledge, vacant for more than thirty consecutive days.

(d) If within six months after the expiry or anniversary date of each period of insurance under this policy, you file with us a Premium Adjustment Form showing, for the said period, the actual cash value of the "Livestock" insured on the last day of each month at each location, subject to verification by your accountant, the actual premium for such period will then be calculated at the rate applying to each location for the average amount of the total values declared. If the premium paid by you for such coverage exceeds the actual premium calculated above, we will refund to you any excess paid, subject to a maximum refund of 50% of the premium paid. If any monthly declared values exceed the limit of insurance, the amount of the excess will not be included in the premium.

Basis of Claim Payment

12. Unless stated otherwise, 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.

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.

Payment will include any accrued subsidies (where applicable) but limited to payment in excess of government compensation.

If you qualify for a tax credit, the loss payment will be reduced by that amount.

Any loss or damage will not reduce the amounts of insurance provided by this Form.

DEFINITIONS

13. Wherever used in this Form:

- (a) **"Clean-up"** means the removal, containment, treatment, decontamination, detoxification, stabilization, neutralization of "pollutants, including testing which is integral to the aforementioned processes.
- (b) **"Data"** means representations of information or concepts, in any form.
- (c) **"Data Problem"** means:
 - (i) erasure, destruction, corruption, misappropriation or misinterpretation of "Data";
 - (ii) error in creating, amending, entering, deleting or using "Data"; or
 - (iii) inability to receive, transmit or use "Data"; or damage to electronic data processing equipment or other related component system, process or device.
- (d) **"Declaration Page"** means the Declaration Page applicable to this Form.
- (e) **"Fungi"** includes, but is not limited to, any form or type of mould, yeast, mushroom or mildew whether or not allergenic, pathogenic, or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any "Fungi" or "Spore(s)" or resultant mycotoxins, allergens or pathogens.
- (f) **"Livestock"** includes such classes of livestock usual to the Insured's business with each class insured separately.
- (g) **"Pollutants"** means any solid, liquid, gaseous or thermal irritant, or contaminants including odour, vapour, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- (h) **"Premises"** means "Buildings" as named on the "Declaration Page" including the land immediately surrounding and belonging to it.
- (i) **"Spore(s)"** includes, but is not limited to, any reproductive particle of microscopic fragment produced by, emitted from or arising out of any "Fungi".
- (j) **"We" or "us"** means the Company or Insurer providing this insurance.
- (k) **"You" or "your"** means the person(s) named as Insured on the Declaration Page and, while living in the same household, his or her spouse, the relatives of either or any person under the age of 21 in their care. "Spouse" includes either of two persons who are not married to each other and have lived together continuously for a period of not less than three years or, in a relationship of some permanence where there is a child born of whom they are the natural or adoptive parents, and have cohabited within the preceding year. Only the person named on the "Declaration Page" may take legal action against us.

ELV-0605-1207

MISCELLANEOUS COVERAGES - SECTION 4 – EO-0125-0113

COVERAGE PP - POLLUTION DAMAGE INSURED PREMISES

If the "Declaration Page" shows that Coverage PP - Pollution Damage Insured Premises applies and if a sudden and unintentional event occurs during the policy term resulting in pollution or contamination of property on the insured "premises", which is required to be reported to any provincial authority, "we" will pay up to the amount stated on the "Declaration Page", for costs to remove and restore property of the insured "premises". The limit will be in excess of any limit given as an Additional Coverage of either Section 1 or Section 2.

EO-0125-0113

GRAVE MARKERS OR MAUSOLEUM COVERAGE – EO-0725-0118

If the "Declaration Page" shows that if this coverage applies, "we" agree apply up to \$3,000 in all for sudden and accidental direct physical loss or damage caused by a "specified peril" to grave markers or mausoleums located at any

public or church cemetery in the Province of Ontario that mark the grave of "your" grave or the grave of "your" deceased parent or grandparent. "We" will apply up to the limit shown on the "declaration page" for this coverage subject to the limitations, terms and conditions of the attached policy.

ALL OTHER LIMITS, TERMS AND CONDITIONS OF THE POLICY APPLY TO THIS COVERAGE

EO-0725-0118

EXTERIOR GLASS COVERAGE FORM – EO-735-0501

INSURING AGREEMENTS

The Insurer agrees, in consideration of the payment of the premium and of the statements contained in the Declarations, subject to all the terms and conditions of this policy:

1. Indemnity for Damage:

To indemnify the Insured for all damage to the glass, lettering, ornamentation, tape or foil described in the Schedule attached hereto caused by accidental breakage of such glass which occurs during the policy period.

2. Exclusions:

The Insurer shall not be liable for loss or damage:

- a. caused by fire in the Insured's premises or elsewhere;
- b. caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power;
- c. during construction of, alteration or addition to the premises described in the Declaration other than ordinary repair or maintenance;
- d. while the premises containing such glass is, to the knowledge of the Insured, vacant or unoccupied for more than thirty consecutive days or being a manufacturing premises ceases to be operated and continues out of operation for more than thirty consecutive days
- e. or increased costs of repair due to the operation of any law regulating the zoning, demolition, repair or construction of buildings.

3. Limit of Indemnity

The Insurer's liability is limited to the actual cost of replacement including installation charges, of such glass, lettering, ornamentation, tape and foil at the time of the breakage, not exceeding the Limit of Insurance (if any).

4. Deductible

The Insurer is liable for the amount by which the loss or damage caused by the accidental breakage exceeds the amount of the deductible specified on the "Declaration Page" in any one occurrence. If one occurrence could lead to the application of more than one deductible only the largest deductible will apply.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

EO-0735-0501

VANDALISM OR MALICIOUS DAMAGE COVERAGE ENDORSEMENT – EO-0805-0124

Insuring Agreement

If the "Declaration Page" shows that Vandalism or Malicious Damage Coverage Endorsement applies, coverage is extended to include loss or damage caused directly by Vandalism or Malicious Mischief subject to the following terms and conditions.

Loss or Damage Not Insured

"We" do not insure loss or damage:

1. to glass constituting part of a building;
2. to property insured contained in a building directly or indirectly caused by theft or attempted theft;
3. occurring while the building insured or containing property insured is "Under Construction", whether any permission is granted elsewhere in this policy to complete construction; or
4. caused by "You", or any members of "your" household, or "your" employees, or by any tenant, roomer or boarder, employee or member of the tenant's household or their guest.

Additional Condition

The Special Limits Applicable to Some Personal Property section of the policy to which this coverage is attached apply to loss or damage insured under this coverage endorsement.

All other terms, definitions, exclusions, and conditions of the policy to which this endorsement is attached apply and remain unchanged.

EO-0805-0124

SECTION II- LIABILITY COVERAGE - FORM RIDER PP-1700-0124**COVERAGES**

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

If an insured location(s) described on the "Declaration Page" is not occupied by "You" as "your" principal "Dwelling", "You" are only insured for Coverage E- **Premises Liability** of that "Premises", but only with respect to its ownership, maintenance, use or operations necessary or incidental to the insured "Premises".

By principal "Dwelling", we mean the primary home address the named insured registers with the Canada Revenue Agency.

COVERAGE E - LEGAL LIABILITY

"We" will pay all sums which "You" become legally liable to pay as "Compensatory Damages" because of unintentional "Bodily Injury" or "Property damage".

The amount of insurance is the maximum amount "We" will pay, under one or more sections of Coverage E, for all "Compensatory Damages" in respect of one accident or occurrence other than as provided under Defence, 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 policy;
- 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; or
- e) "Bodily Injury" to "You" or to 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 this policy. 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, lease, sell, give away or abandon;
- 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 to any person residing in "your" household other than a "Residence Employee".

3. **Tenants Legal Liability** - "Legal Liability" for "Property damage" to "Premises", or their contents, which "You" are using, renting or have in "your" custody or control caused by:

- a) fire,
- b) explosion,
- c) smoke due to a sudden, unusual, and faulty operation of any heating or cooking unit in or on the "Premises";

d) "Water" escape from a heating, plumbing, sprinkler or air conditioning system or household appliance. "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 the course of their employment by "You".

"You" are not insured for claims made against "You" resulting from the ownership, use or operation of aircraft, unmanned air vehicles, drones, or their equipment, while being operated or maintained by "your" employee.

"You" are not insured for liability imposed upon or assumed by "You" under any workers' compensation statute.

There are other exclusions and limits that apply to all coverages under SECTION II. Refer to SPECIAL LIMITATIONS-SECTION II and GENERAL EXCLUSIONS-SECTION II.

DEFENCE, SETTLEMENT, SUPPLEMENTARY PAYMENTS

If a claim is made against "You" which alleges "Bodily Injury", or "Property damage" and seeks "Compensatory Damages" for which you are insured under Coverage E, "We" will defend "You", even if the claim is groundless, false, or fraudulent.

"We" reserve the right to select legal counsel, investigate, negotiate, and settle any claim or suit if "We" decide this is appropriate. "We" will pay only for legal counsel "We" select.

In addition to the limit of insurance under Coverage E, "We" will pay:

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

COVERAGE F - VOLUNTARY MEDICAL PAYMENTS

"We" will pay reasonable medical expenses, incurred within one year of the date of the accident, if "You" unintentionally injure another person or if they are accidentally injured on "your" "Premises". This coverage is available even though "You" are not legally liable. Medical expenses include surgical, dental, hospital, nursing, ambulance service and funeral expenses. Medical expenses for "Residence Employees" are insured.

The sum of \$5,000 is the maximum amount "We" will pay in respect of one accident or occurrence.

Payment under COVERAGE F is not an admission of liability by "You" or "us".

"We" will not pay:

1. expenses covered by any medical, dental, surgical, or hospitalization plan or law or under any other insurance contract;
2. "your" medical expenses or those of persons residing with "You", other than "Residence Employees";
3. medical expenses of any person covered by any workers' compensation statute;
4. for claims arising out of the 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:

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

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

COVERAGE G - VOLUNTARY PAYMENT FOR DAMAGE TO PROPERTY

"We" will pay for unintentional 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 this policy, 12 years of age or under.

Payment under COVERAGE G is not an admission of liability by "You" or "us".

"You" are not insured for claims:

1. resulting from the ownership, use or operation of any motorized vehicle, trailer, or watercraft, except those for which coverage is provided by this policy;
2. for property "You" or "your" tenants own or rent;
3. which are insured under SECTION I; or
4. caused by the loss of use, disappearance, or theft of property.

Basis of Payment: "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; or
3. \$2,000.

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

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

1. the amount, place, time, and cause of loss;
2. the interest of all persons in the property affected; and
3. the "Actual Cash Value" of the property at the time of loss.

If necessary, "You" must help "us" verify the damage.

There are other exclusions that apply to Coverage G. Refer to EXCLUSIONS-SECTION II.

COVERAGE H - VOLUNTARY COMPENSATION FOR RESIDENCE EMPLOYEES

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

A "Residence Employee", or anyone acting on his or her behalf, who accepts these benefits must sign a release giving up any right to sue "You". "We" have the right to recover from anyone, other than "You", who is responsible for the "Residence Employee's" injury or death. If "your" "Residence Employee" does not accept these benefits or sues "You", "We" may withdraw "our" offer, but this will not affect "your" liability insurance.

Payment under COVERAGE H is not an admission of liability by "You" or "us".

"We" will not pay benefits:

- a) unless "your" employee was performing duties for "You" when the accident happened;
- b) for any hernia injury; or
- c) to "You" for costs recoverable from other insurance plans.

Weekly Indemnity

Weekly indemnity means two thirds of "your" "Residence Employee's" gross weekly wage at the date of the accident but "We" will not pay more than \$150 per week or the amount indicated on the "Declaration Page", whichever is greater.

Schedule of Benefits – Coverage H

1. Loss of Life:

If "your" "Residence Employee" dies from injuries received in the accident within the following 26 weeks, "We" will pay:

- a) to those wholly dependent upon him or her, a total of 100 times the weekly indemnity in addition to any benefit for temporary total disability paid up to the date of death. If there is more than one dependent, the amount will be divided equally among them; and
- b) actual funeral expenses up to \$500.

2. Temporary Total Disability:

If "your" "Residence 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 seven days unless the disability lasts for six weeks or more.

3. Permanent Total Disability:

If "your" "Residence Employee" becomes permanently and totally disabled from injuries received in the accident within the following 26 weeks and cannot work at any job, "We" will pay weekly indemnity for 104 weeks in addition to benefits provided under Temporary Total Disability.

4. Injury Benefits

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

"We" will not pay more than 104 weeks in total even in the accident results in loss of more than one item.

For loss of:

a) one or more of the following:

- i) hand
- ii) arm
- iii) foot
- iv) leg.....104 weeks

b) one finger or toe.....26 weeks
or

more than one finger or toe.....52 weeks

c) one eye.....52 weeks

or

both eyes.....104 weeks

d) hearing of one ear.....26 weeks

or

hearing of both ears.....104 weeks

5. Medical Expenses:

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

"We" will pay for 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" do not insure "You" for costs recoverable from other insurance plans.

Notice of Accident or Occurrence

1. When an accident occurs, "You" must promptly give "us" notice (in writing if requested). The notice must include:
 - a) the identity of the "Residence Employee" and the date, time, place, and circumstances of the accident;
 - b) names and addresses of witnesses.
2. If requested by "us", "You" must arrange for the injured "Residence Employee" to:
 - a) submit to physical examination at "our" expense by doctors "We" select as often as "We" may reasonably require;
 - b) authorize "us" to obtain medical and other records.

Autopsy

In case of death "We" can require an autopsy before "We" make payment.

SPECIAL LIMITATIONS - SECTION II

WATERCRAFT

Watercraft You Own: "You" are insured against claims arising out of "your" ownership, use or operation of watercraft provided the watercraft does not exceed 8 metres (26 feet) in length or is equipped with an outboard motor or motors of not more than 19kW (25 HP) in total when used with or on a single watercraft, or has an inboard or an inboard-outboard motor of not more than 38kW (50 HP).

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 this policy.

"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 attachments:

1. self-propelled lawn mowers, lawn and garden tractors, and snowblowers of not more than 22kW (30 HP), or implements used or operated mainly on "your" "Premises", provided they are not used for compensation or hire;
2. motorized golf carts while used or operated on "your" "Premises" or on a golf course;
3. motorized golf carts while used or operated on any "Premises" if coverage for the golf cart is shown on the "Declaration Page";
4. motorized wheelchairs, scooters having more than two wheels and specifically designed for the carriage of a person with a physical disability; and
5. while on the insured "Premises", recreational vehicles if they are designed for use off public roads and are not required to be registered under any government authority.

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 be registered under any government authority and it 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; and
4. the vehicle is not owned by anyone included in the definition of "You" or "your" in this policy.

"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 Premises": "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" "Dwelling" to others;
- 4) rental to others of a one, two or three-family "Dwelling" usually occupied in part by "You" as a residence, provided that no family unit includes more than two roomers or boarders per family;
- 5) the rental of space in "your" residence to others for incidental office, school, or studio occupancy;
- 6) the rental to others, or holding for rent, of not more than three car spaces or stalls in garages or stables;
- 7) "your" personal actions during the course of "your" trade, profession or occupation which are not related directly to "your" trade, profession, or occupation;
- 8) 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 declared on the "Declaration Page":

1. the rental of residential buildings containing not more than six "Dwelling" units;
2. the use of part of "your" residence by "You" for incidental office, school, or studio occupancy.

VACANT LAND CONDOMINIUM CORPORATION ASSESSMENTS

"We" will pay up to a total of \$10,000 (or the amount shown on the "Declaration Page") in any annual policy period for "your" share of a special assessment if:

1. the assessment is valid under the "Condominium Corporation's" governing rules, and
2. the assessment is made necessary by occurrences to which this section of the policy applies.

If "You" are a vacant land "Condominium Unit Owner", and the "Dwelling" and "Detached Private Structure(s)" on "your" "Premises" are included within the boundaries of "your" condominium unit (defined as an area of land forming part of the property owned by the "Condominium Corporation"), "We" will pay up to \$1000 (or the amount shown on

the "Declaration Page") for that part of an assessment made necessary by a deductible in the insurance policy of the "Condominium Corporation" and in accordance with clause 105 of the Condominium Act, 1998 Ontario.

GENERAL EXCLUSIONS-SECTION II

"You" are not insured for "Bodily Injury" or "Property damage" resulting from, contributed to, or caused directly or indirectly from:

1. or occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
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 limits or its termination;
3. "your" "Business" or any "Business" use of "your" "Premises" except as specified in this policy;
4. the rendering or failure to render any professional service;
5. an intentional or criminal act or failure to act by:
 - a) "You" or any person insured by this policy; or
 - b) any other person at the direction of any person insured by this policy.
6. the ownership, use or operation of any aircraft, unmanned air vehicles, drones or their equipment, or "Premises" used as an airport or landing strip, and all necessary or incidental operations;
7. the ownership, use or operation of any motorized vehicle, trailer, or watercraft; except as provided in SPECIAL LIMITATIONS-SECTION II;
8. the ownership, use or operation of any watercraft during participation in any race or speed contest other than a sailboat;
9. the transmission of any "Communicable Disease" by any person insured by this policy.
 - 1) For the purpose of this exclusion, this policy does not insure any loss, damage, claim, fine, penalty, judgment, cost, expense, or other amount, directly or indirectly arising out of, caused by, resulting from, in consequence of, in connection with, contributed to by, attributable to, or in any way involving (regardless of any other cause or event contributing concurrently or in any other sequence thereto):
 - a) a "Communicable Disease";
 - b) the fear or threat (whether actual or perceived) of a "Communicable Disease"; or
 - c) any action taken in controlling, preventing, suppressing or in any way relating to any incidence, outbreak, epidemic or pandemic or threat of incidence, outbreak, epidemic, or pandemic of a "Communicable Disease".
 - 2) For the purposes of this exclusion, loss, damage, claim, fine, penalty, judgment, cost, expense, or other amount includes, but is not limited to, loss of revenue or income and/or "Replacement Costs" of, deterioration of, depreciation of, loss of value or marketability of, or loss of use of any property, as well as any cost to clean, sanitize, remediate, detoxify, remove, monitor, or test with respect to:
 - a) for a "Communicable Disease", or
 - b) any property that is affected or may be affected by such "Communicable Disease".
10. a "Data Problem";
11. (a) directly or indirectly from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of "Fungi" or "Spore(s)" however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of "Fungi" or "Spore(s)"; or
(b) any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with (a) above; or
(c) any obligation to pay damages, share damages with or repay someone else who must pay damages because of such injury or damage referred to in (a) or (b) above;
12. any actual or alleged abuse or molestation, meaning any form of actual or threatened sexual, physical, psychological, mental and/or emotional abuse, molestation, or harassment, including corporal punishment, directly or indirectly, by:
 - a) "You" or any person who is insured by this policy;
 - b) "You" or any person who is insured by this policy having knowledge of such an activity taking place;
 - c) "You" or any person who is insured by this policy failing to prevent such activity from taking place;
 - d) at the direction of "You" or any person or any named insured who is insured by this policy.
13. arising from any type of actual or alleged discrimination, harassment or bullying of another person due to their gender, age, marital status, colour, race, creed, political affiliation, or national origin; directly or indirectly in person, electronically or virtually, caused by:
 - a) "You" or any person who is insured by this policy;

- b) "You" or any person who is insured by this policy having knowledge of such an activity taking place;
 - c) "You" or any person who is insured by this policy failing to prevent such activity from taking place;
 - d) at the direction of "You" or any person who is insured by this policy.
14. "Terrorism", regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the claim;
15. by "Cyber Incident"; or
16. arising directly or indirectly from the illegal cultivation, harvesting, processing, manufacture, distribution, or sale of cannabis or any product derived from, or containing, cannabis or any substance falling within the Schedules of the Controlled Drugs and Substances Act, whether or not the insured is aware of such use of the property and related activities.

CONDITIONS-SECTION II

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 accident.

"Action" Against Us Coverage E:

"You" shall not bring suit against "us":

1. 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;
2. more than one year after either the date of an agreement which has "our" consent or of the final determination of the "Action" against "You", including appeals, if any.

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

Insurance Under More Than One Policy:

If "You" have other insurance which applies to a loss or claim or would have applied if this policy did not exist, "our" policy will be considered excess insurance and "We" will not pay any loss or claim until the amount of such other insurance is used up. In all other cases, "our" policy will pay its ratable proportion of an insured loss.

PP-1700-0124

LIMITATION OF COVERAGE TO A DESIGNATED PREMISES – ELI-0745-0100

This endorsement modifies insurance provided under the following

LIABILITY COVERAGE – SECTION 2

This coverage applies only to "bodily injury" or "property damage" and medical expenses arising out of the ownership, maintenance or use of the premises shown on the Declaration Page and operations necessary or incidental to those premises.

ELI-0745-0100

COVERAGE H5 - OWNER'S CONSTRUCTION LIABILITY ENDORSEMENT – ELI-0011-0396

(To be used only with Residential Package Policies)

If the Declaration Page indicates that this coverage has been purchased and subject to the Additional Conditions, Limitations and Exclusions in this endorsement, the Company agrees to extend Section 2 Liability Coverage as follows:

INSURING AGREEMENTS

SPECIAL DEFINITIONS

The word "Insured" when used in this endorsement shall also mean "You or Yours" if defined in Section 2 of the Policy.

The word "Company" when used in this endorsement shall also mean "We" or "Us" if defined in Section 2 of the Policy.

1. **PREMISES LIABILITY**

To include legal liability for Bodily Injury or Property Damage arising from the construction of a building at the premises as described on the Declaration Page while the Named Insured is acting as general contractor, including;

- (a) operations performed for the Named Insured by his Employees or independent contractors;
- (b) acts or omissions of the Named Insured or his Employees in connection with the general supervision of the operations of independent contractors arising from construction activities covered by this endorsement.

This insurance does not apply to:

- (a) Bodily Injury or Property Damage occurring after
 - (1) all work (other than service, maintenance or repairs) to be performed by or on behalf of the Named Insured at the site of the operations has been completed, or
 - (2) that portion of an independent contractor's work out of which the Bodily Injury or Property Damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project;
- (b) Property Damage to property as to which the Insured is for any purpose exercising physical control;
- (c) 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.

2. **EMPLOYEES AS ADDITIONAL INSURED**

To include Employees as Additional Insureds, only while engaged in the construction activities described on the Declaration Page.

This insurance does not apply to

- (a) Bodily Injury to (i) another Employee of the Named Insured arising out of or in the course of his employment or (ii) the Named Insured or if the Named Insured is a partnership or joint venture, any partner or member thereof, or
- (b) Property Damage to Property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by (i) another Employee of the Named Insured, or (ii) the Named Insured, or, if the Named Insured is a partnership or joint venture, any partner or member thereof.

3. **EMPLOYERS LIABILITY**

To include legal liability for Bodily Injury caused by accident sustained by any person and arising out of and in the course of their employment by the Named Insured only while engaged in the construction activities described on the Declaration Page.

This insurance does not apply to Bodily Injury resulting from the acts or omissions of, or Bodily Injury sustained by, any person employed by the Named Insured in violation of the law as to age.

4. **VOLUNTARY COMPENSATION**

TO PAY VOLUNTARILY THE BENEFITS herein set out either to or on behalf of an Employee of the Named Insured on account of Bodily Injury including death resulting therefrom, accidentally suffered by such Employee and arising out of and in the course of his employment by the Named Insured, whether or not such Bodily Injury could give rise to liability imposed by law upon the Named Insured.

PROVIDED HOWEVER:

- (1) That if the injured Employee or any person claiming by, through or under him shall refuse to accept the Voluntary Compensation benefits offered under the provisions of the preceding paragraph, then the Company shall be permitted, at any time in its discretion and without notice, to withdraw such offer to

pay the said benefits under which circumstances the Company will no longer be bound by the undertakings expressed in the said preceding paragraph. If any claim or demand is made upon, or any suit instituted against the Named Insured for damages for such injuries, such claim, demand or suit shall be considered a refusal to accept such Voluntary Compensation benefits and such refusal shall abrogate in its entirety the Company's agreement to pay such Voluntary Compensation benefits. In such event the obligation of the Company as expressed in the other parts of the policy having reference thereto, shall be available to the Named Insured and shall be and remain the obligation of the Company as fully and completely as if this form had not been written.

- (2) That the benefits herein contained shall not be payable unless at the time of the accident the employee was engaged in duties coming within the scope of the classification of operations stated on the Declaration Page.
- (3) That a full legal release of all claims of such Employee or any person claiming by, through or under him, against the Named Insured is executed and delivered and that the Company be subrogated in any rights of such employee or person (excluding all services available under any Hospital Insurance Act) against anyone other than the Insured and/or that such rights be transferred to the Company.
- (4) That the Company shall in no event be liable hereunder for any claims arising from hernia, however caused.
- (5) That the company shall in no event be liable hereunder for any claims arising from war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, evolution, insurrection or military power.

ADDITIONAL DEFINITIONS OF COVERAGE H5

The word "Employee" when used in this endorsement shall also mean a person acting as a volunteer in the construction activities described on the Declaration Page.

The term "Weekly Indemnity" referred to in this endorsement shall mean two-thirds of the Employee's weekly wage at the date of the accident but not exceeding in any event the sum of \$200 per week.

When the Employee is a volunteer the "Weekly Indemnity" shall be the sum of \$100 per week.

SCHEDULE OF BENEFITS

Section 1 - LOSS OF LIFE:

In the event of death resulting from such Bodily Injury within a period of twenty-six (26) weeks after the date of the accident the Company will pay:

- (a) to dependents of the said employee who were wholly dependent upon him, an amount equal to one hundred (100) times the weekly indemnity in addition to the benefits provided under Section 1 up to the date of death.
- (b) the actual funeral expenses not exceeding, however, the sum of one thousand dollars (\$1000.00).

Section 2 - TEMPORARY TOTAL DISABILITY:

If such Bodily Injury shall within fourteen (14) days from the date of the accident totally and continuously disable the Employee and prevent him from performing any and every duty pertaining to any occupation or employment the Company will pay Weekly Indemnity for the period of such disability, or for twenty-six (26) weeks whichever is the lesser period. Provided however, that if the period of such disability is less than six (6) weeks, no benefit under this Section shall be payable for the first seven (7) days of such disability.

Section 3 - PERMANENT TOTAL DISABILITY:

If within twenty-six (26) weeks from the date of the accident and as a direct result of such Bodily Injury the Employee shall be deemed permanently and totally disabled, by medical evidence satisfactory to the Company, the Company will pay, in addition to the benefits provided under Section 2, Weekly Indemnity for a further period of one hundred (100) weeks.

Section 4 - DISMEMBERMENT BENEFITS

If such Bodily Injury shall within twenty-six (26) weeks from the date of the accident result in any one or more of the incapacities listed hereinafter in the "Schedule of Incapacities" the Company will pay Weekly Indemnity for the number of weeks shown opposite the incapacity in the said schedule in addition to the benefits payable under Section 2, but in no event shall it be payable in addition to the benefits provided by Sections 1 and 3.

The total amount payable under this Section for one or more incapacities shall not exceed one hundred (100) times the Weekly Indemnity.

SCHEDULE OF INCAPACITIES

LOSS or TOTAL IRRECOVERABLE LOSS of USE of:

DIVISION A

No. of Weeks

1. Arm

	(a) at or above elbow.....	100
	or	
	(b) below elbow.....	80
	or	
2.	Hand at wrist.....	80
	or	
3.*(i)	Thumb	
	(a) at or above the second phalangeal joint.....	25
	or	
	(b) below the second phalangeal joint, involving a portion of the second phalange.....	18
* (ii)	Index Finger	
	(a) at or above the second phalangeal joint.....	25
	or	
	(b) at or above the third phalangeal joint.....	18
	or	
	(c) below the third phalangeal joint, involving a portion of the third phalange.....	12
* (iii)	Any Other Finger	
	(a) at or above the second phalangeal joint.....	15
	or	
	(b) at or above the third phalangeal joint.....	8
	or	
	(c) below the third phalangeal joint, involving a portion of the third phalange.....	5

NOTE: For a combination of two or more of the incapacities marked with an * the total amount payable under this division shall not exceed eighty (80) times the weekly indemnity.

DIVISION B

1.	Leg	
	(a) at or above knee.....	100
	or	
	(b) below knee.....	75
	or	
2.	Foot at Ankle.....	75
	or	
3.+(i)	Great Toe	
	(a) at or above the second phalangeal joint.....	15
	(b) below the second phalangeal joint, involving a portion of the second phalang.....	
8		
+ (ii)	Any other Toe	
	(a) at or above the second phalangeal joint.....	10
	or	
	(b) at or above the third phalangeal joint.....	5
	or	
	(c) below the third phalangeal joint, involving a portion of the third phalange.....	3

NOTE: For a combination of two or more of the incapacitates marked with a + the total amount payable under this division shall not exceed thirty-five (35) times the weekly indemnity.

DIVISION C

1.	(i) One eye.....	50
	or	
	(ii) Both eyes.....	100

DIVISION D

2.	(i) Hearing of one ear.....	25
	or	
	(ii) Hearing of both ears.....	100

Section 5 - MEDICAL SURGICAL, DENTAL, PHARMACEUTICAL AND HOSPITAL EXPENSES:

If such Bodily Injury shall necessitate medical or surgical treatment or confinement to hospital, the Company will pay IN ADDITION TO ALL OTHER BENEFITS provided by this Form:

- (a) the cost of necessary medical, surgical, dental, pharmaceutical and hospital services (except those portions of such expenses payable or recoverable under any medical, surgical or hospitalization plan or law or under any other Insurance Policy or Certificate issued to or for the benefit of any person for whom indemnity is provided), in accordance with the scale of charges provided by the Workers' Compensation Act of the Province in which the accident occurred during a period not exceeding twenty-six (26) weeks from the date of the accident; and in addition,
- (b) the cost of supplying or the reasonable renewing of prosthetic or orthopedic appliances as may be necessary for a period not exceeding fifty-two (52) weeks from the date of the accident.

Special Condition

The Company shall have the right to examine the person of the injured Employee when and as often as may be required while the claim is pending and also in the case of death of the injured Employee to make an autopsy subject to any law of the Province relating to autopsies.

Nothing herein contained shall be held to vary, waive or extend any of the Declarations, conditions, agreements or limitations of the policy to which this Form is attached, other than as above stated.

ADDITIONAL CONDITIONS OF COVERAGE H5

Policy Territory

This insurance applies only to Bodily Injury and Property Damage which occurs within the province of the building under construction as specified on the Declaration Page.

Cancellation

Upon cancellation, the premium for this endorsement as stated on the Declaration Page shall be fully earned.

Subrogation

In the event of any payment under this endorsement, the Company shall be subrogated to all the Insured's rights of recovery therefore 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.

ADDITIONAL EXCLUSIONS OF COVERAGE H5

- (a) liability assumed by the Named Insured under any contract or agreement except an incidental contract, but this exclusion does not apply to a warranty that work performed by an independent contractor will be done in a workmanlike manner;
- (b) liability arising out of the consumption, handling or use of goods or products manufactured, sold handled or distributed by the Named Insured if such consumption, handling or use occurs away from the premises of the Named Insured after the Named Insured has relinquished possession of the goods or products.
- (c) liability as a result of blasting or the collapse of or structural injury to any building or structure due to excavation, moving, shoring, underpinning, raising or removal of any structural supports of any building.
- (d) any obligation for which the Named Insured or the Company may be held liable under any Workers' Compensation law.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

ELI-0011-0396

Thank you for your business

