

Rented Dwelling Policy Comprehensive Form

The policy consists of these wordings, the Certificate of Property Insurance which contains information that is unique to your insurance policy and other forms that may need to be attached to complete your package coverage. Together, these represent the legal contract of indemnity that exists between you and us. This policy contains various exclusions and limitations which eliminate or restrict coverage. Please read it carefully.

Insuring 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.

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

The Certificate of Property Insurance summarizes the Insurance coverage you have selected and the premiums, limits, amounts and deductibles that apply to them. Among other things, the Certificate of Property Insurance also identifies the policyholder, the policy term and any Endorsements that apply to your Insurance Coverage.

Only losses that occur within the policy term shown on the Certificate of Property Insurance will be covered under this policy. There will be no coverage for any loss that occurred or was in progress prior to the policy period inception date or after the policy period expiry date shown on the Certificate of Property Insurance.

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

If during the term of this policy we change the insurance of the kind provided by this policy to provide more coverage at no additional cost, you will automatically benefit from that change at no increase in premium.

This form consists of three sections:

Section I describes the insurance on your property. It also includes additional living expenses and/or fair rental value in certain circumstances.

Section II describes the insurance for your legal liability for bodily injury to others or damage to property of others arising out of your premises or your personal actions. It also includes benefits following injury and damage to property of others in certain other circumstances.

Section III describes the Optional Coverages you have purchased for an additional premium.

Section I – Definitions

"Actual Cash Value" means various factors shall be considered in the determination of actual cash value. Such factors shall include but are not 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 loss or damage, the resale value, the normal life expectancy of the property and obsolescence.

"Business or Business Pursuit" means any continuous, regular, or occasional activity of any kind undertaken for financial gain, and includes a trade, profession, or occupation. However, the following business uses by you are permitted without being stated on the Certificate of Property Insurance:

1. Rental of the premises

"Business Property" means property of any description related to a business pursuit conducted on the premises or elsewhere.

"Cash Cards" means cards designed to store a cash value by electronic means for use as a mode of payment, without a personal identification number and without direct access to a bank or other account.

"Civil Authority" means any person acting under the authority of 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.

"Collectible Personal Property" means property of rare, unique or novel personal interest, whether worn or not, or used by the Insured or not, such as, but not limited to, books, dolls, memorabilia, comic books, and sports cards.

"Computer system" means any computer, hardware, software, communications system, electronic device (including but not limited to smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

"Cyber act" means an unauthorized, malicious, or criminal act or series of related unauthorized, malicious, or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any computer system. It also includes malware or similar mechanism.

"Cyber incident" means:

1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any computer system; or
2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any computer system.

Cyber incident includes malware or similar mechanism.

"Data" means information, facts, concepts, code, or any other information of any kind:

1. that is recorded or transmitted in a form to be used, accessed, processed, transmitted, or stored by a computer system including programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment; or
2. that is used for records, including but not limited to books of account, drawing or card index systems.

"Data Problem" means:

1. erasure, destruction, corruption, misappropriation, misinterpretation of data;
2. error in creating, amending, deleting or using data; or
3. inability to access, receive, transmit or use data.

"Data Recovery" means services performed by a professional for the process of salvaging electronic data from damaged hard drive(s) installed in your personal computer.

"Data Recreation" means services performed by a professional to manually recreate electronic data stored on damaged hard drive(s) installed in your personal computer but does not include the value of electronic data even if such electronic data cannot be recreated.

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

"Dwelling" means the Building described in the Certificate of Property Insurance, wholly or partially occupied by you as a private residence.

"Electric Vehicle Supply Equipment (EVSE)" means an electric vehicle charging station that supplies recharging of plug-in private passenger electric vehicles and private passenger plug-in hybrid vehicles and, where required, has been installed by a qualified electrician and meets provincial installation requirements and is located on your premises.

"e-bike (electric bike)" means a power assisted bicycle that meets the federal and provincial definitions of a power assisted bicycle and is incapable of attaining speeds higher than 32 km/h on level ground.

"Flood" means 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.

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

"Garden tractor" means a tractor of not more than 25hp used for cutting lawns, tilling gardens, and removing weeds. May also be used for snow removal. Does not include backhoes, front loaders, or similar equipment.

"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.

Section I – Definitions

"Ice Damming" means the build-up of ice and water on the roof, or within the eaves trough and downspout system, caused by repeated thawing and freezing of ice and snow within the eaves trough and downspout system.

"Insured" means the Named Insured and, while living in the same household:

1. the Named Insured's spouse;

Only the person(s) named on the Certificate of Property Insurance may take legal action against us.

"Intangible Assets" means intangible assets including but not limited to non-fungible tokens (NFTs), other blockchain-based assets, digital collectibles, or digital art.

"Major Renovation(s)" means alterations or repairs to existing dwelling buildings or detached private structures where either a building permit is required, or any other permits are required by regulation. Including any alterations or repairs involving:

- a. site preparation;
- b. removal or weakening of any structural support, excluding foundations; or
- c. the opening of an exterior wall or roof component that extends beyond 48 consecutive hours.

The period of major renovation commences from the date the alterations or repairs are initiated and continues until such time as all interior fixtures are installed with all exterior finishes and finished carpentry completed.

If the premises is unoccupied during the period of major renovation, the dwelling building or detached private structure is considered under major renovation until the occupants have taken up residency even if the alterations or repairs have been substantially completed and the certificate of occupancy has been issued.

Examples of Major Renovations include but are not limited to:

- First floor addition or extension;
- Adding another floor;
- Adding a garage or replacing an existing garage (attached or detached)
- Removal of load-bearing walls;
- Opening an exterior wall;
- Kitchen, bathroom, basement renovations or any of the included Major Renovations that require any of the following:
 - Building permit is required or any other permits that are required by regulation;
 - Structural architect.

"Malware or Similar Mechanism" means any program code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with, or otherwise adversely affect computer programs, data files or operations (whether involving self-replication or not), including but not limited to 'virus', 'Trojan horses', 'worms', 'logic bombs' or 'denial of service attack'.

"Named Insured" means the person(s) named as Insured on the Certificate of Property Insurance.

"Premises" means the land contained within the lot lines on which the dwelling is situated.

"Reasonable Care" means measures customarily taken by a homeowner to ensure, to the best of their ability, that heating has been and will continue to be maintained. These measures include, but are not limited to, arranging for a competent person to regularly check your dwelling, regularly monitoring the heat in your dwelling by way of a remote system, ensuring the heating system is operational and functioning prior to departure, ensuring all windows and doors are closed and secured, and ensuring the thermostat has been set to a temperature that is sufficient to prevent freezing of pipes.

"Renewable Energy Equipment" means permanently installed solar panels, wind turbines, rechargeable batteries, geothermal equipment, and their apparatus installed on your premises and, where required, which have been installed by a qualified electrician and meet provincial installation requirements, and are used for the generation, transmission, storage, or utilization of mechanical or electrical power, predominately for personal use, not otherwise insured.

"Residence Employee" means a person employed by you to perform duties in connection with the maintenance or use of the premises. This includes persons who perform household or domestic services or duties of a similar nature for you. This does not include contractors or sub-contractors. It also does not cover persons while performing duties in connection with your business.

"Specified Perils"

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

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. a falling object which strikes the exterior of the building;
6. impact by aircraft, watercraft, or land vehicle;
7. riot;
8. vandalism or malicious acts, not including loss or damage caused by theft or attempted theft;
9. water damage meaning damage caused by:
 - a. the sudden and accidental escape of water from a watermain;
 - b. the sudden and accidental escape of water or steam from within a plumbing, heating, sprinkler, air conditioning system or 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. However, such damage is not covered when the escape of water is caused by freezing;
 - d. water which enters your dwelling through an opening which has been created suddenly and accidentally by a peril not otherwise excluded;
 - e. the backing up or escape of water from an eavestrough or down spout, or by ice damming, provided the water has not entered through a basement or foundation wall;
10. windstorm or hail, including loss or damage caused by weight of ice, snow, or sleet. This peril does not include loss or damage to your personal property within a building, caused by windstorm, hail or coincidental rain damage unless the storm first creates an opening in the building;
11. transportation meaning loss or damage to your personal property, caused by collision, upset, overturn, derailment, stranding or sinking of any motorized vehicle or attached trailer in which the insured property is being carried. This would also apply to any conveyance of a common carrier but does not include loss or damage to property in a vacation or home trailer which you own. Watercraft, their furnishings, equipment, or motors are also not covered.

"Secured Storage Facility" means, a building designed specifically for storage that is locked and has 24-hour security monitoring.

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

Section I – Definitions

"Spouse" means either of two persons who are married to each other or who have together entered into a marriage that is voidable or void, or either of two persons who are 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.

"Surface Waters" means water on the surface of the ground where water does not usually accumulate in ordinary watercourses, lakes, or ponds.

"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.

"Under Construction" means construction of a new dwelling building or detached private structure. The period of time commencing from the date site preparation is initiated and continuing through demolition, excavation, laying of foundations and the assembly of components, concluding when the dwelling building/detached private structure is substantially completed and the certificate of occupancy has been issued.

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

1. all occupants have moved out with no intention of returning and no new occupant has taken up residence; or
2. in the case of a newly constructed dwelling, no occupant has yet taken up residence.

"Virtual currency" means a digital representation of value that functions as, including but not limited to, a medium of exchange, a unit of account, and/or a store of value. It includes, but not limited to, digital currency, crypto currency, any other type of electronic currency, or on-line peer-to-peer mediums of exchange.

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

"We", "us" or "our" means the company providing this insurance.

"You" or "your" refers to the Insured.

Section I – Property Coverages

The amounts of insurance are shown on the Certificate of Property Insurance.

Coverage A – Dwelling Building

We insure:

1. The principal dwelling and attached structures.
2. Permanently installed outdoor equipment on the premises.
3. Outdoor hot tub, 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 structures on the premises. We insure against the peril of theft, only when your dwelling is completed and ready to be occupied.
5. Renewable Energy Equipment for an amount not exceeding \$100,000 in total.
6. Electric Vehicle Supply Equipment as defined and owned by you.

Extensions of Coverage

Tear Out

If any walls, ceilings or other parts of insured buildings or structures must be torn apart before water damage coverage 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 to outdoor swimming pools, public watermains or sewers is not insured.

Building Fixtures and Fittings

You may apply up to 10% of the amount of insurance on your dwelling to insure building fixtures and fittings temporarily removed from the premises for repair or seasonal storage. Outdoor Trees, Plants, Shrubs and Lawns

You may apply up to 5% in total of the amount of insurance on your dwelling to trees, plants, shrubs, and lawns on your premises, other than cannabis plants. We will not pay more than \$1,000 for any one tree, plant or shrub including debris removal expenses. We will not pay more than \$1,000 for grass including debris removal expenses.

We insure these items against loss caused by fire, theft, lightning, explosion, impact by aircraft, watercraft, or land vehicle, riot, vandalism, and malicious acts. We do not insure items or lawns grown for commercial purposes.

Coverage B – Detached Private Structures

We insure structures or buildings on your premises separated from the dwelling by a clear space 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 private detached structures.

Coverage C – Personal Property

1. 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 the rented dwelling.

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

We do not insure loss or damage to:

- a. motorized vehicles or their equipment (except for lawn mowers, other gardening equipment, garden tractors, snow blowers, wheelchairs, scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability, electric personal mobility assistive devices, watercraft other than personal watercraft powered by a jet- pump propulsion system, e-bikes, and golf carts);
- b. camper units, truck caps, trailers, or their equipment;
- c. aircraft or their equipment.

Equipment includes audio, visual, recording, or transmitting equipment powered by the electrical system of a motor vehicle or aircraft. It also includes automobile keys, automobile transponders, and frequency-operated keys. Equipment does not include spare automobile parts.

2. We insure your personal property for an additional amount up to 20% of Coverage C limit or \$2,500 whichever is greater while it is temporarily away from your premises, anywhere in the world. However, personal property normally kept at any other location you own, or rent is not insured.

If you wish, we will include uninsured personal property belonging to others while it is in your possession or belonging to a residence employee travelling for or with you.

Personal property stored in a secured storage facility is insured for a period of 30 days only, from the date the property was first stored. We will continue coverage beyond that period for the peril of theft only. The period of 30 days does not apply to personal property in storage as a result of a covered loss.

Extensions of Coverage**Change of Temperature**

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

Special Limits of Insurance

We insure:

1. Books, tools, and instruments pertaining to a business, profession, or occupation but only while on your premises for an amount up to \$7,500 in total, not otherwise insured. Other property used for business is not insured, including samples and goods held for sale.
2. Securities up to \$5,000 in total.
3. Money including cash cards or bullion, but not including virtual currency, up to \$500 in total.
4. Garden tractors and snow removal equipment including attachments and accessories up to \$10,000 in total.
5. Watercraft, their trailers, furnishings, equipment, accessories, and motors up to \$2,500 in total, but we do not insure personal watercraft powered by a jet-pump propulsion system.
6. Spare automobile parts up to \$250 for any one item, \$1,000 in total.
7. Animals, birds, or fish up to \$2,500 in total.
8. We insure your Personal Property while contained in a safety deposit box in a Bank or Trust Company, up to \$10,000 in total.
9. Golf carts up to \$5,000 in total.
10. Cannabis for personal use in all consumable forms and cannabis plants, except for medicinal use, up to \$500 in total.

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

11. Luggage, pet carriers, and handbags including, but not limited to, purses, wallets, totes, clutches, carrier bags, and other items of a similar nature, up to \$15,000 in total.
12. Jewellery, watches, gems, fur garments and garments trimmed with fur up to \$6,000 in total.
13. Numismatic property (such as coin collections) up to \$500 in total.
14. Manuscripts, stamps, and philatelic property, (such as stamp collections) up to \$2,000 in total.
15. Each bicycle, tricycle, unicycle or e-bike and its equipment and accessories up to \$1,000 each.
16. Collectible Personal Property up to \$5,000 per loss.
17. Golfing equipment and accessories, except golf carts, up to \$3,000 in total, while the golfing equipment is away from your premises.
18. Works of art, such as paintings, photographs, drawings etchings, prints and lithographs, including their frames, sculptures, statuary and antiques, and hand-made rugs and tapestries up to \$2,000 in total.
19. We insure your wine or spirits on the premises, for replacement cost against all risk of direct physical loss or damage subject to the terms and conditions of this form, for an amount up to \$1,000 in total.

Coverage D – Fair Rental Value and Prohibited Access

The amount of insurance for Coverage D 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.

1. **Fair Rental Value.** If a peril not otherwise excluded makes that part of the dwelling or detached private structures rented to others or held for rental by you unfit for occupancy, we insure its Fair Rental Value. Payment shall be for the reasonable time required to repair or replace that part of the dwelling or detached private structures rented or held for rental. Fair Rental Value shall not include any expense that does not continue while that part of the dwelling or detached private structures rented or held for rental is unfit for occupancy. Fair Rental Value does not apply when a peril not otherwise excluded results from the dwelling or detached private structure being under construction or under major renovation.
2. **Prohibited Access.** If a civil authority prohibits access to your dwelling:
 - a. as a direct result of damage to neighbouring premises by a peril not otherwise excluded under this form, we insure Fair Rental Value loss for a period not exceeding 2 weeks; or
 - b. by order for mass evacuation as a direct result of a sudden and accidental event within Canada or the United States of America, we insure any resulting necessary and reasonable increase in living expense to a maximum of \$2,500 incurred by you for the period access is prohibited, not exceeding 30 days from the date of the order of evacuation. This coverage for mass evacuation is not subject to a deductible.
 - c. You are not insured for any claim arising from evacuation resulting from:
 - i. flood;
 - ii. earthquake, unless the earthquake peril has been added to this policy by endorsement;
 - iii. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military power;
 - iv. Terrorism or 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 such loss or damage;
 - v. 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;
 - vi. contamination by radioactive material;
 - vii. any communicable disease;
 - viii. any cyber act

This coverage does not increase the amounts of Insurance for Coverage D, Additional Living Expense.

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

Special Coverage Features

In addition to the insurance provided by the Property Coverages, your policy provides these Special Coverage Features, subject to the terms and conditions set out.

Debris Removal

We will pay the cost of removing from your premises the debris of property insured which results from loss or damage insured by this form.

If the amount payable for loss, including expense for debris removal, is greater than the amount of insurance an additional 5% of that amount will be available to cover debris removal expense.

The deductible applies to this Coverage Feature.

Section I – Property Coverages

Fire Department Charges

We will reimburse you for fire department charges incurred for attending your premises to save or protect insured property from loss or damage or further loss or damage, insured against by this form.

This Coverage Feature is not subject to a deductible.

Inflation Guard

We will increase the limits of insurance stated on the Certificate of Property Insurance for Coverages A, B C and D by amounts which are solely attributable to the inflation increase since the inception date of this policy, the latest renewal or anniversary date or from the date of the most recent change to the amounts of insurance shown on the Certificate of Property Insurance, whichever is the latest.

On renewal or anniversary date, we will automatically increase the amounts of insurance shown on the Certificate of Property Insurance under Section I by amounts which are solely attributable to the inflation increase since the inception date of this policy or the latest renewal or anniversary date.

Lock Replacement

If your exterior door keys are lost or stolen, your policy provides up to \$500 to re-key your locks or to replace them if it is not possible to re-key them. You must notify us within 72 hours of the discovery of the keys being lost or stolen.

This Coverage Feature is not subject to a deductible.

Mortgage Rate Protector

Should your dwelling be rendered a total loss by a peril not otherwise excluded your mortgagor may have the right to call in your mortgage loan, making it necessary for you to arrange a new loan. If your new mortgage loan bears a higher rate of interest than the old one, we will pay:

1. the extra cost of your loan repayments on the balance of your outstanding mortgage, calculated as the difference between the old and the new payment amounts, each month until the maturity date of the original mortgage agreement; and
2. legal fees you incurred to obtain the new mortgage, but we will not pay for other costs such as judgments or service charges.

The payments provided by this Feature:

- a. are in addition to the amount of insurance shown for Coverage A on the Certificate of Property Insurance; and
- b. will cease on the date you relinquish title to or your interest in your dwelling.

Where found in this Feature, the words "total loss" means that the total cost of insured loss or damage equals or exceeds the amount shown for Coverage A on the Certificate of Property Insurance.

This Coverage Feature is not subject to a deductible.

Property Removed

If you must remove insured property from your premises to protect it from loss or damage that is covered by this policy, it is insured by this form for 90 consecutive 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 insured property at the time of loss.

The deductible applies to this Coverage Feature.

Reward Coverage

We will pay up to \$1,000 to any individual or organization for information leading to the arrest and conviction of any person(s) who robs from any person insured under this policy or steals, vandalizes, burglarizes, or commits arson to any insured property. Regardless of the number of persons providing information, payment will not exceed \$1,000 in total.

This Coverage Feature is not subject to a deductible.

Notice to Authorities

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

Insured Perils

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

Exclusions – Section I

Property not insured:

1. buildings or structures used in whole or in part for business or farming purposes;
2. retaining walls, unless the damage is caused by fire, lightning, impact by watercraft, land vehicle or aircraft, vandalism, and malicious acts;
3. sporting equipment where the loss or damage is due to its use;
4. animals, birds, or fish unless the loss or damage is caused by a Specified Peril, other than impact by aircraft, watercraft, or land vehicle;
5. property at any fairground, exhibition, or exposition for the purpose of exhibition or sale;
6. any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
7. any property illegally acquired, used, kept, stored, imported, or transported or any property subject to forfeiture;
8. evidences of debt or title;
9. loss or damage to wine or spirits caused directly or indirectly by
 - a. breakage
 - b. spoilage
10. virtual currency;
11. intangible assets;
12. Buildings or structures or personal property contained in them, 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, except as allowed by law.

Loss or damage not insured:

13. scratching, abrasion or chipping of any personal property or breakage of any fragile or brittle articles unless caused by a Specified Peril, accident to a land vehicle, watercraft or aircraft, or theft or attempted theft;
14. wear and tear, deterioration, defect, or mechanical breakdown;
15. inherent vice or latent defect;
16. the cost of making good:
 - a. faulty or improper material;
 - b. faulty or improper workmanship; or

Section I – Property Coverages

- c. faulty or improper design.

This exclusion does not apply to loss or damage caused directly by a resultant peril not otherwise excluded in this form.

17. a. data; or

b. loss or damage caused directly or indirectly by a data problem. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage except you are still insured for ensuing loss or damage caused directly by fire, explosion, smoke, or water damage, all as described Specified Perils.

18. loss involving virtual currency or intangible assets of any kind, by whatever name known, whether actual or fictitious.

Nor do we insure loss or damage:

19. caused by rust or corrosion, wet or dry rot, or fungi or spores;

20. resulting directly from settling, expansion, contraction, moving, bulging, buckling, or cracking except resulting damage to building glass;

21. occurring after your dwelling has, to your knowledge, been vacant for more than 30 consecutive days;

22. caused directly or indirectly by:

a. 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 coal, natural or manufactured gas; or

b. contamination by radioactive material;

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

23. caused directly or indirectly by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

24. 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". This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable, or contrary to statute, the remainder shall remain in full force and effect. This exclusion does not apply to ensuing loss or damage which directly results from fire or explosion of natural, coal or manufactured gas;

25. resulting from an intentional or criminal act or failure to act by:

a. any person insured by this policy;

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

c. any tenant, tenants' guests, boarder or employee, or any member of the tenants' household;

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

i. whose act or omission caused the 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 loss or damage

- (2) A 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 reasonable place and time designated by us.

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

26. from the part of the dwelling rented to others caused by theft or attempted theft by any tenant, tenant's employee or member of the tenant's household

27. arising directly or indirectly from the growing, manufacturing, processing, storing, possession, or distribution by anyone of any drug, narcotic or illegal substances or items of any kind. This includes any alteration of the premises to facilitate such activity, whether or not you have any knowledge of such activity. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;

28. to personal property undergoing any process involving the application of heat, or while being worked on, where the damage results from such process or work, but resulting damage to other property is insured;

29. caused by animals owned by you or in your care, custody, or control;

30. caused by birds, vermin, skunks, rodents, (other than raccoons and squirrels), bats or insects, except loss or damage to building glass;

31. caused by smoke from agricultural smudging or industrial operations;

32. caused directly or indirectly by snowslide, earthquake, landslide, mudflow, or any other earth movement. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage except you are still insured for ensuing loss or damage which directly results from fire or explosion;

33. caused by vandalism or malicious acts or glass breakage occurring while your dwelling or detached private structure is under construction, under major renovation, or vacant even if permission for construction or vacancy has been given by us;

34. resulting from a change in ownership of property that is agreed to even if that change was brought about by trickery or fraud;

35. caused by or resulting from contamination or pollution, or the release, discharge or dispersal of contaminants or pollutants, unless the loss or damage resulted from the sudden and accidental bursting or overflowing of your domestic fixed fuel oil tank, apparatus, or pipes;

We do not insure loss or damage:

a. to sewers;

b. caused by continuous or repeated leakage or seepage;

c. occurring while the dwelling or detached private structure is under construction, under major renovation, or vacant, even if we have given permission for construction or vacancy;

36. caused by theft or attempted theft of property in or from a dwelling or detached private structure under construction or under major renovation, or of materials and supplies for use in the construction or renovation, until the dwelling or detached private structure is substantially completed and the certificate of occupancy has been issued;

37. to an outdoor hot tub, outdoor swimming pool or equipment attached to a public watermain, caused by water escape, rupture or freezing;

38. caused directly or indirectly by continuous or repeated seepage or leakage of water. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;

Section I – Property Coverages

39. caused directly or indirectly by flood, surface water, spray, storm surge, ice, or waterborne objects, all whether driven by wind or not. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, unless the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached;
 40. caused directly or indirectly by water except as defined in Specified Perils; but we do not insure loss or damage:
 - a. caused by the backing up or escape of water from a sewer, sump or septic tank, retention tank, French drain, or water leader;
 - b. caused by ground water or rising of the water table;
 - c. caused by surface waters;
 - d. to a watermain;
 - e. to a system or domestic water container from which the water escaped;
 - f. caused by shoreline ice build-up or by water-borne ice or other objects, all whether driven by wind or not;
 - g. occurring while the dwelling or detached private structure is under construction, under major renovation, or vacant even if we have given permission for construction, major renovation, or vacancy;
 - h. caused by freezing during the usual heating season:
 - i. within a heated portion of your dwelling, if you have been away from your premises 8 or more consecutive days; but you will still be insured if:
 - a. you used reasonable care to maintain heat in the building; or
 - b. shut off and drained the water system and domestic water containers;
 - ii. within an unheated portion of your dwelling.
- This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.
41. or expenses, caused directly or indirectly, in whole or in part by any communicable disease regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage or expenses;
 42. directly or indirectly caused by, contributed to by, resulting from or arising out of any cyber act or any cyber incident. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage except you are still insured for ensuing loss or damage caused directly by fire, explosion, smoke, or water damage all as described in Specified Perils, and theft or attempted theft of property when such property is not otherwise excluded.

Basis of Claim Payment

We will pay for insured loss of or damage to the dwelling and detached private structures and personal property as described below up to your financial interest in the property, but not exceeding the applicable amount(s) of insurance for any loss or damage arising out of any one occurrence.

Amounts Not Reduced

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

Actual Cash Value

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

Deductible

We are responsible only for the amount by which the loss or damage covered by this policy of insurance exceeds the amount of the deductible shown on the Certificate of Property Insurance in any one occurrence.

If your claim involves personal property on which the Special Limits of Insurance apply, the limitations apply to losses exceeding the deductible amount.

Dwelling and Detached Private Structures

If you repair or replace the damaged or destroyed building with a building of the same occupancy constructed with materials of similar quality within a reasonable time after the damage, we will pay the cost of repairs or the Replacement Cost (whichever is less) without deduction for depreciation. If you do not repair or replace, we will pay the actual cash value of the damage on the date of occurrence, and you will not be eligible for By-law coverage.

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.

Guaranteed Replacement Cost on Dwelling Buildings

If Guaranteed Replacement cost is indicated in the Certificate of Property Insurance, we will pay the cost of repairs or replacement even if it is more than the amount of insurance for Coverage A, provided:

1. the amount of insurance for Coverage A shown on the Certificate of Property Insurance:
 - a. on the inception date of the policy; or
 - b. the most recent renewal date; or
 - c. the increased amount under the inflation protection coverage on the date the increase took effect was not less than 100% of the cost to replace the dwelling building, as determined by a valuation guide acceptable to us;
2. the amount of insurance applicable to Coverage A has not been reduced below the amount determined by the valuation guide; and
3. you notified us within 30 days of the start of any major renovations; and
4. you repair or replace the damaged or destroyed building on the same location with a building of the same occupancy constructed with materials of similar quality within a reasonable time after the damage.

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

Insurance Under More Than One Policy

If you have insurance on specifically described property, this policy will be considered excess insurance and we will not pay any loss or claim until the amount of such other insurance is used up.

In all other cases, we will pay our rateable proportion of the loss or claim under this policy.

Personal Property

1. For electronic media we will pay the cost of reproduction 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, or the value of electronic media if such electronic media cannot be recreated.
2. For other records, including books of account, drawings, or card index systems, we will pay the cost of blank books, pages, cards, or other materials plus the cost of actually transcribing or copying the records.
3. We will pay on the basis of replacement cost for all other personal property except:
 - a. articles that cannot be replaced with new articles because of their inherent nature, including antiques, fine arts, paintings, and statuary;

Section I – Property Coverages

- b. articles for which their age or history substantially contributes to their value, such as memorabilia, souvenirs, and collector's items;
- c. property that has not been maintained in good or workable condition;
- d. property that is no longer used for its original purpose; for which we will pay only on the basis of actual cash value.

Replacement cost means the cost, on the date of the loss or damage, of the lower of:

1. repairing the property with materials of similar kind and quality; or
2. new articles of similar kind, quality, and usefulness; without any deduction for depreciation.

We will pay on the basis of replacement cost only if the property lost or damaged is repaired or replaced as soon as reasonably possible. Otherwise, we will pay on the basis of actual cash value.

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

For personal property described under "special limits of insurance" we will not pay more than the applicable limit under either the replacement cost or actual cash value basis.

Single Limit of Insurance

If:

1. a single event or occurrence results in loss or damage which is insured under more than one of Coverages A, B, C and D, and
2. Single Amount of Insurance appears on the Certificate of Property Insurance, and
3. the Guaranteed Replacement Cost on Dwelling Buildings provision does not apply, and
4. the dwelling or detached private structure is not under construction or under major renovation,

the amount of insurance available to cover such insured loss or damage will be the total of the individual amounts for Coverages A, B, C and D.

If the Guaranteed Replacement Cost on Dwelling Buildings provision applies to your claim under Coverage A, the maximum amount of insurance available for insured loss or damage under Coverages B, C and D will be the total of the individual amounts for those Coverages.

Additional Agreement

Property of Others

At the option of the Insurer, any loss may be paid to the Named Insured or adjusted with and paid to the owner of the Renewable Energy Equipment. For leased or rented Renewable Energy Equipment, notwithstanding any payment made by us to the owner of such equipment, the insured's right to dispute resolution available under any condition of this policy or applicable insurance legislation is unaffected.

Conditions

The following conditions apply to the coverage provided by Section I of this policy.

Pair and Set

In the case of loss or damage to any article(s) which is (are) part of a set the measure of loss of or damage to such article(s) will be a reasonable and fair proportion of the total value of the set, but in no event will such loss or damage be construed to mean total loss of the set.

Parts

In the case of loss or damage to any part of the insured property 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.

Permissions Granted

You have our permission under the terms and conditions of this policy to:

1. make alterations, additions, and repairs to the dwelling building that you occupy and your detached private structures. (You may, however, need to request an increase in your Limits of Insurance.) We must be notified within 30 days of the commencement of any major renovations.
2. store and use reasonable and normal quantities of fuel oil, gasoline, benzene, naphtha, or other similar materials.

Statutory Conditions

All of the conditions set out under the title Statutory Conditions apply with respect to all of the perils insured under Section I except that these conditions may be modified or supplemented by the provisions of the said Section I or by forms or endorsements which modify Section 1.

Subrogation

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

If such action on our part does not fully indemnify both you and us, the amount that we recover will be divided between you and us in the proportions in which the loss or damage has been borne by each of us, respectively. The amounts so available for distribution shall be net of the costs of effecting the recovery.

Section II – Definitions

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

"Business or Business Pursuit" means any continuous, regular, or occasional activity of any kind undertaken for financial gain, and includes a trade, profession, or occupation. However, the following business uses by you are permitted without being stated on the Certificate of Property Insurance:

1. the rental of your residence to others;

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

"Computer system" in this Section has the same meaning as in Section I.

"Cyber act" in this Section has the same meaning as in Section I.

"Cyber incident" in this Section has the same meaning as in Section I.

"Dwelling" in this Section has the same meaning as in Section I.

"Electric Vehicle Supply Equipment (EVSE)" in this Section has the same meaning as in Section I.

"Insured" in this Section has the same meanings as in Section I. In addition, we will insure:

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

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

"Malware or Similar Mechanism" in this Section has the same meaning as in Section I.

"Named Insured" in this Section has the same meaning as in Section I.

"Premises" means the premises specifically described on the Certificate of Property Insurance

"Property Damage" means:

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

Tangible property does not include electronic data.

"Renewable Energy Equipment" means permanently installed solar panels, wind turbines, rechargeable batteries, geothermal equipment, and their apparatus installed on the land within the lot lines on which the dwelling building is situated and, where required, which have been installed by a qualified electrician and meet provincial installation requirements, and are used for the generation, transmission, storage, or utilization of mechanical or electrical power, predominately for personal use, not otherwise insured.

"Residence Employee" in this Section has the same meaning as "Residence Employee" in Section I.

"You" or **"your"** in this Section refer to the Insured.

"We" or **"us"** in this Section have the same meanings as in Section I.

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

Section II – Insurance of Your Liability To Others

Coverages

This insurance applies to accidents or occurrences which take place during the period this policy is in force;

Coverage E – Your Personal Liability Protection

This is the part of the policy you look to for protection if you are sued.

We will pay all sums which you become legally liable to pay as compensatory damages because of unintentional bodily injury or property damage arising out of your ownership, use or occupancy of the premises defined in Section II.

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

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

We do not insure claims made against you arising from:

1. liability you have assumed by contract unless your legal liability would have applied even if no contract had been in force, but we do insure claims made against you for the legal liability of other persons in relation to your premises that you have assumed under a written contract;
2. damage to property you own, use, occupy, lease, rent or in your care, custody or control; property damage to premises you sell, give away or abandon;
3. damage to personal property or fixtures as a result of work done on them by you or anyone on your behalf;
4. bodily injury to you or to any person residing in your household other than a residence employee;
5. the personal actions of a named insured who does not reside on the premises described on the Certificate of Property Insurance;
6. liability arising out of premises, other than as herein before defined.

There are other exclusions that apply to all Coverages under Section II. Please refer to "Exclusions – Section II".

Defence, Settlement Supplementary Payments

If a claim is made against you 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 if we decide this is appropriate. We will pay only for the legal counsel we select.

We will also 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 limit 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 limit of insurance, but we are not obligated to apply for or provide these bonds;
5. expenses which you have incurred for emergency medical or surgical treatment to others following an accident or occurrence insured by this form;
6. reasonable expenses, including actual loss of income up to \$100 per day, which you incur at our request.

Action Against Us

No suit may be brought against us:

1. until you have fully complied with all the terms of this Coverage, nor until the amount of your obligation to pay has been finally determined, either by a judgment against you or by an agreement which has our consent;
2. more than one year (two years in the Yukon Territories and the Provinces of Ontario and Manitoba) 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.

Unauthorized Settlements

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

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.

The amount of insurance shown on the Certificate of Property Insurance is the maximum amount we will pay for each person in respect of one accident or occurrence.

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. medical expenses of any person that arise from the construction or renovation activities being performed on your dwelling or detached private structure.

There are other exclusions that apply to all Coverages under Section II. Please refer to "Exclusions – Section II".

Notice of Accident or Occurrence

1. When an accident or occurrence takes place, you must promptly give us notice (in writing if required). The notice must include:
 - a. your name and policy number;
 - b. the time, place, and circumstances of the accident;
 - c. the names and addresses of witnesses and potential claimants.
2. If requested by us, you must arrange for the injured person(s) to:
 - a. give us written proof of claim as soon as possible, under oath if required;
 - b. submit to physical examination at our expense by doctors we select as often as we may reasonably require;
 - c. authorize us to obtain medical and other records.

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

No suit may be brought against us until you have fully complied with all the terms of this Coverage.

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 an Insured, 12 years of age or under.

We do not insure:

1. damage to property owned or rented by an insured or an insured's tenant;
2. damage to property which is insured under Section I;
3. claims resulting from the loss of use, disappearance, or theft of property;
4. damage to property occurring on the premises arising from the construction or renovation activities being performed on your dwelling or detached private structure.

There are other exclusions that apply to all Coverages under Section II. Please refer to "Exclusions – Section II".

Basis of Payment

We will pay whichever is the lower amount of:

1. what it would cost to repair or replace the property with materials of similar quality at the time of loss;
2. the amount of insurance shown on the Certificate of Property Insurance.

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.

1. You must give us a written proof of claim as soon as possible, under oath if required, containing the following information:
 - a. the date, time, place and circumstances of the accident or occurrence;
 - b. the interest of all persons in the property affected.
2. If requested by us, you must help us to verify the damage.

No suit may be brought against us until:

1. you have fully complied with all the terms of this Coverage;
2. 60 days after the written proof of claim has been filed with us.

Coverage H – Voluntary Compensation for Residence Employees

This coverage is automatically provided for all your occasional residence employees. It will be extended to your permanent residence employees if so, stated on the Certificate of Property Insurance.

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

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

A residence employee or anyone acting on their 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.

1. When an accident occurs, you must promptly give us notice (in writing if requested by us). 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:

Section II – Insurance of Your Liability To Others

- 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.

We will not pay benefits:

1. unless your employee was actually performing duties for you when the accident happened;
2. for any hernia injury;
3. for injury occurring on the premises arising from the construction or renovation activities being performed on your dwelling or detached private structure.

Schedule of Benefits

1. Loss of Life

If your residence employee dies from injuries received in the accident within the following 26 weeks, we will pay a total of 100 times the weekly indemnity to those wholly dependent upon him or her. If there is more than one dependent the amount will be divided equally among them. This payment is in addition to any benefit for Temporary Total Disability paid up to the date of death.

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 7 days unless the disability lasts for 6 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 100 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 100 weeks in total even if the accident results in loss from more than one item.

For Loss of	Number of Weeks
A. One or more of the following:	
Hand	100
Arm	100
Foot	100
Leg	100
B. One finger or toe or	25
More than one finger or toe	50
C. One eye or	50
Both eyes	100
D. Hearing of one ear or	25
Hearing of both ears	100

5. Medical Expenses

If as a result of the accident your residence employee incurs medical expenses 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.

Loss Assessment Coverage (Condominium Unit Owner)

We will pay for your share of special assessments if:

- a. the assessment(s) are valid under the Condominium Corporation's governing rules; and
- b. the assessment(s) are made necessary by occurrence(s) to which this Section of the policy applies.

We will not pay more than \$25,000 for that part of an assessment made necessary by a deductible in the insurance policy of the Condominium Corporation.

Special Limitations

Watercraft and Motorized Vehicles you Own

We will pay all sums which you become legally liable to pay as compensatory damages because of unintentional bodily injury or property damage arising out of your ownership, use or operation of:

Watercraft You Own

1. watercraft, including their attachments, equipped with any type of motor of not more than 38 kW (50 H.P.), other than personal watercraft powered by a jet-pump propulsion system;
2. non-motorized watercraft, including their attachments, not more than 8 metres (26 feet) in length

Any other watercraft is insured only if liability coverage for it is shown on the Certificate of Property Insurance. If the watercraft or motor with which it is equipped, other than personal watercraft powered by a jet-pump propulsion system, is acquired after the effective date of this policy, you will be insured automatically for a period of 30 days only from the date of acquisition, or until expiry of the policy, whichever comes first;

Section II – Insurance of Your Liability To Others

Motorized Vehicles You Own

1. self-propelled lawn mowers, snow blowers, garden tractors of not more than 19 kW (25 H.P.);
2. motorized golf carts while in use on a golf course;
3. motorized wheelchairs, including motorized scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability.
4. e-bikes

Territorial Limits – Watercraft and Motorized Vehicles You Own

You are covered for incidents occurring in Canada, the United States of America and on a vessel travelling between the ports of those countries.

Business and Business Property

We insure you against claims arising out of:

1. Renewable Energy Equipment.

Exclusions – Section II

We do not insure claims:

1. caused directly or indirectly by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
2. 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. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable, or contrary to statute, the remainder shall remain in full force and effect. This exclusion does not apply to ensuing loss or damage which directly results from fire or explosion of natural, coal or manufactured gas;
3. arising from
 - a. 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 coal, natural or manufactured gas; or
 - b. contamination by radioactive material;This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
4. arising from business pursuits or any business use of the premises except as provided under "business and business property" in Section II or specified on the Certificate of Property Insurance;
5. arising from the rendering or failure to render any professional service;
6. arising from bodily injury or property damage caused by any intentional or criminal act or failure to act by:
 - a. any person insured by this policy; or
 - b. any other person at the direction of any person insured by this policy;
7. arising from the ownership, use or operation of:
 - a. any aircraft;
 - b. premises used as an airport or landing facility; and all activities related to either;
8. arising from the ownership, use or operation of any watercraft, motorized vehicle, or trailer except as provided under "Watercraft and Motorized Vehicles You Own" in Section II;
9. arising from the ownership, use or operation of any trailer
10. arising from any communicable disease;
11. arising from:
 - a. sexual, physical, psychological, or emotional abuse, molestation, or harassment, including corporal punishment by, at the direction of, or with the knowledge of any person insured by this policy; or
 - b. failure of any person insured by this policy to take steps to prevent sexual, physical, psychological, or emotional abuse, molestation or harassment or corporal punishment;
12. arising from the distribution or display of data via a website, the internet, intranet or similar device or system designed or intended for electronic communication of data;
13. arising from liability imposed upon or assumed by you under any workers' compensation statute;
14. for punitive or exemplary damages, meaning that part of any award by a court which is in excess of compensatory damages and is stated or intended to be a punishment to you;
15. for property damage or bodily injury caused by rust or corrosion, wet or dry rot, or fungi or spores;
16. for bodily injury or property damage directly or indirectly, whole or in part, caused by, contributed to by, resulting from or arising out of any cyber act or any cyber incident. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the bodily injury or property damage.
17. against a Family Trust, Company or Estate, its Trustees and/or Beneficiaries, unless arising out of the ownership, use and maintenance of the premises defined in Section II.

Additional Agreement:

Electrical Authority and Electrical Generation, Transmission and Distribution Company

With respect to "Electrical Company(s) – Renewable Energy Equipment", that person(s) or organization(s) is added to your policy as an Additional Insured, but only with respect to liability arising out of your ownership, maintenance, or use of the Renewable Energy Equipment.

Lessor of Leased Renewable Energy Equipment

With respect to "Lessor – Renewable Energy Equipment", that person(s) or organization(s) is added to your policy as an Additional Insured, but only with respect to their liability arising out of the maintenance, operation, or use by you of the Renewable Energy Equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply to:

1. Any bodily injury or property damage which takes place after you cease to lease the Renewable Energy Equipment.
2. To bodily injury or property damage arising out of the sole negligence of the person(s) or organization(s) specified.
3. This additional insured shall not be entitled to protection under this policy if any other insurance applies to a loss or claim, or would have applied if this policy did not exist, whether that other insurance is primary or excess.

Conditions

Section II – Insurance of Your Liability To Others

1. Notwithstanding any other similar clause in this policy or any other policy, if any other insurance applies to a loss, or would have applied if this policy did not exist, this policy will be considered excess insurance and we will not pay any loss until the amount of such other insurance is used up.
2. Statutory Conditions Misrepresentation, Change of Interest, Material Change, Termination and Notice incorporated in this policy apply as conditions to all Coverages under Section II.
3. Only losses that occur within the policy term shown on the Certificate of Property Insurance will be covered under this policy. There will be no coverage for any loss that occurred or was in progress prior to the policy period inception date or after the policy period expiry date shown on the Certificate of Property Insurance.

Comprehensive Seasonal Homeowners Policy

The policy consists of these wordings, the Certificate of Property Insurance which contains information that is unique to your insurance policy and other forms that may need to be attached to complete your package coverage. Together, these represent the legal contract of indemnity that exists between you and us. This policy contains various exclusions and limitations which eliminate or restrict coverage. Please read it carefully.

Insuring 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.

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

The Certificate of Property Insurance summarizes the Insurance coverage you have selected and the premiums, limits, amounts and deductibles that apply to them. Among other things, the Certificate of Property Insurance also identifies the policyholder, the policy term and any Endorsements that apply to your Insurance Coverage.

Only losses that occur within the policy term shown on the Certificate of Property Insurance will be covered under this policy. There will be no coverage for any loss that occurred or was in progress prior to the policy period inception date or after the policy period expiry date shown on the Certificate of Property Insurance.

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

If during the term of this policy we change the insurance of the kind provided by this policy to provide more coverage at no additional cost, you will automatically benefit from that change at no increase in premium.

This form consists of three sections:

Section I describes the insurance on your property. It also includes additional living expenses and/or fair rental value in certain circumstances.

Section II describes the insurance for your legal liability for bodily injury to others or damage to property of others arising out of your premises or your personal actions. It also includes benefits following injury and damage to property of others in certain other circumstances.

Section III describes the Optional Coverages you have purchased for an additional premium.

Section I – Definitions

"Actual Cash Value" means various factors shall be considered in the determination of actual cash value. Such factors shall include but are not 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 loss or damage, the resale value, the normal life expectancy of the property and obsolescence.

"Business or Business Pursuit" means any continuous, regular, or occasional activity of any kind undertaken for financial gain, and includes a trade, profession, or occupation. However, the following business uses by you are permitted without being stated on the Certificate of Property Insurance:

1. The rental of your residence to others for no more than 30 days during a single policy term;

"Business Property" means property of any description related to a business pursuit conducted on the premises or elsewhere.

"Cash Cards" means cards designed to store a cash value by electronic means for use as a mode of payment, without a personal identification number and without direct access to a bank or other account.

"Civil Authority" means any person acting under the authority of 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.

"Collectible Personal Property" means property of rare, unique or novel personal interest, whether worn or not, or used by the Insured or not, such as, but not limited to, books, dolls, memorabilia, comic books, and sports cards.

"Computer system" means any computer, hardware, software, communications system, electronic device (including but not limited to smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

"Cyber act" means an unauthorized, malicious, or criminal act or series of related unauthorized, malicious, or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any computer system. It also includes malware or similar mechanism.

"Cyber incident" means:

1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any computer system; or
2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any computer system.

Cyber incident includes malware or similar mechanism.

"Data" means information, facts, concepts, code, or any other information of any kind:

1. that is recorded or transmitted in a form to be used, accessed, processed, transmitted, or stored by a computer system including programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment; or
2. that is used for records, including but not limited to books of account, drawing or card index systems.

"Data Problem" means:

1. erasure, destruction, corruption, misappropriation, misinterpretation of data;
2. error in creating, amending, deleting or using data; or
3. inability to access, receive, transmit or use data.

"Data Recovery" means services performed by a professional for the process of salvaging electronic data from damaged hard drive(s) installed in your personal computer.

"Data Recreation" means services performed by a professional to manually recreate electronic data stored on damaged hard drive(s) installed in your personal computer, but does not include the value of electronic data even if such electronic data cannot be recreated.

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

"Dwelling" means the Building described in the Certificate of Property Insurance, wholly or partially occupied by you as a private residence.

"Electric Vehicle Supply Equipment (EVSE)" means an electric vehicle charging station that supplies recharging of plug-in private passenger electric vehicles and private passenger plug-in hybrid vehicles and, where required, has been installed by a qualified electrician and meets provincial installation requirements and is located on your premises.

"e-bike (electric bike)" means a power assisted bicycle that meets the federal and provincial definitions of a power assisted bicycle and is incapable of attaining speeds higher than 32 km/h on level ground.

"Flood" means 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.

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

"Garden tractor" means a tractor of not more than 25hp used for cutting lawns, tilling gardens, and removing weeds. May also be used for snow removal. Does not include backhoes, front loaders, or similar equipment.

"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.

Section I – Definitions

"Ice Damming" means the build-up of ice and water on the roof, or within the eaves trough and downspout system, caused by repeated thawing and freezing of ice and snow within the eaves trough and downspout system.

"Insured" means the Named Insured and, while living in the same household:

1. the Named Insured's spouse;
2. the relatives of either; and
3. any person under the age of 21 in their care.

Only the person(s) named on the Certificate of Property Insurance may take legal action against us.

"Intangible Assets" means intangible assets including but not limited to non-fungible tokens (NFTs), other blockchain-based assets, digital collectibles, or digital art.

"Major Renovation(s)" means alterations or repairs to existing dwelling buildings or detached private structures where either a building permit is required, or any other permits are required by regulation. Including any alterations or repairs involving:

1. site preparation;
2. removal or weakening of any structural support, excluding foundations; or
3. the opening of an exterior wall or roof component that extends beyond 48 consecutive hours.

The period of major renovation commences from the date the alterations or repairs are initiated and continues until such time as all interior fixtures are installed with all exterior finishes and finished carpentry completed.

If the premises is unoccupied during the period of major renovation, the dwelling building or detached private structure is considered under major renovation until the occupants have taken up residency even if the alterations or repairs have been substantially completed and the certificate of occupancy has been issued.

Examples of Major Renovations include but are not limited to:

- First floor addition or extension;
- Adding another floor;
- Adding a garage or replacing an existing garage (attached or detached)
- Removal of load-bearing walls;
- Opening an exterior wall;
- Kitchen, bathroom, basement renovations or any of the included Major Renovations that require any of the following:
 - Building permit is required or any other permits that are required by regulation;
 - Structural architect.

"Malware or Similar Mechanism" means any program code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with, or otherwise adversely affect computer programs, data files or operations (whether involving self-replication or not), including but not limited to 'virus', 'Trojan horses', 'worms', 'logic bombs' or 'denial of service attack'.

"Named Insured" means the person(s) named as Insured on the Certificate of Property Insurance.

"Premises" means the land contained within the lot lines on which the dwelling is situated.

"Reasonable Care" means measures customarily taken by a homeowner to ensure, to the best of their ability, that heating has been and will continue to be maintained. These measures include, but are not limited to, arranging for a competent person to regularly check your dwelling, regularly monitoring the heat in your dwelling by way of a remote system, ensuring the heating system is operational and functioning prior to departure, ensuring all windows and doors are closed and secured, and ensuring the thermostat has been set to a temperature that is sufficient to prevent freezing of pipes.

"Renewable Energy Equipment" means permanently installed solar panels, wind turbines, rechargeable batteries, geothermal equipment, and their apparatus installed on your premises and, where required, which have been installed by a qualified electrician and meet provincial installation requirements, and are used for the generation, transmission, storage, or utilization of mechanical or electrical power, predominately for personal use, not otherwise insured.

"Residence Employee" means a person employed by you to perform duties in connection with the maintenance or use of the premises. This includes persons who perform household or domestic services or duties of a similar nature for you. This does not include contractors or sub-contractors. It also does not cover persons while performing duties in connection with your business.

"Specified Perils"

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

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. a falling object which strikes the exterior of the building;
6. impact by aircraft, watercraft, or land vehicle;
7. riot;
8. vandalism or malicious acts, not including loss or damage caused by theft or attempted theft;
9. water damage meaning damage caused by:
 - a. the sudden and accidental escape of water from a watermain;
 - b. the sudden and accidental escape of water or steam from within a plumbing, heating, sprinkler, air conditioning system or 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. However, such damage is not covered when the escape of water is caused by freezing;
 - d. water which enters your dwelling through an opening which has been created suddenly and accidentally by a peril not otherwise excluded;
 - e. the backing up or escape of water from an eavestrough or down spout, or by ice damming, provided the water has not entered through a basement or foundation wall;
10. windstorm or hail, including loss or damage caused by weight of ice, snow, or sleet. This peril does not include loss or damage to your personal property within a building, caused by windstorm, hail or coincidental rain damage unless the storm first creates an opening in the building;
11. transportation meaning loss or damage to your personal property, caused by collision, upset, overturn, derailment, stranding or sinking of any motorized vehicle or attached trailer in which the insured property is being carried. This would also apply to any conveyance of a common carrier but does not include loss or damage to property in a vacation or home trailer which you own. Watercraft, their furnishings, equipment, or motors are also not covered.

"Secured Storage Facility" means, a building designed specifically for storage that is locked and has 24-hour security monitoring.

Section I – Definitions

"**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**" means either of two persons who are married to each other or who have together entered into a marriage that is voidable or void, or either of two persons who are 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.

"**Surface Waters**" means water on the surface of the ground where water does not usually accumulate in ordinary watercourses, lakes, or ponds.

"**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.

"**Under Construction**" means construction of a new dwelling building or detached private structure. The period of time commencing from the date site preparation is initiated and continuing through demolition, excavation, laying of foundations and the assembly of components, concluding when the dwelling building/detached private structure is substantially completed and the certificate of occupancy has been issued.

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

1. all occupants have moved out with no intention of returning and no new occupant has taken up residence; or
2. in the case of a newly constructed dwelling, no occupant has yet taken up residence.

"**Virtual currency**" means a digital representation of value that functions as, including but not limited to, a medium of exchange, a unit of account, and/or a store of value. It includes, but not limited to, digital currency, crypto currency, any other type of electronic currency, or on-line peer-to-peer mediums of exchange.

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

"**We**", "**us**" or "**our**" means the company providing this insurance.

"**You**" or "**your**" refers to the Insured.

Section I – Property Coverages

The amounts of insurance are shown on the Certificate of Property Insurance.

Coverage A – Dwelling Building

We insure:

1. The principal dwelling and attached structures.
2. Permanently installed outdoor equipment on the premises.
3. Outdoor hot tub, 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 structures on the premises. We insure against the peril of theft, only when your dwelling is completed and ready to be occupied.
5. Renewable Energy Equipment for an amount not exceeding \$100,000 in total.
6. Electric Vehicle Supply Equipment as defined and owned by you.

Extensions of Coverage

Tear Out

If any walls, ceilings or other parts of insured buildings or structures must be torn apart before water damage coverage 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 to outdoor swimming pools, public water mains or sewers is not insured.

Building Fixtures and Fittings

You may apply up to 10% of the amount of insurance on your dwelling to insure building fixtures and fittings temporarily removed from the premises for repair or seasonal storage. Building fixtures and fittings normally kept at another location you own or rent is not covered.

Outdoor Trees, Plants, Shrubs and Lawns

You may apply up to 5% in total of the amount of insurance on your dwelling to trees, plants, shrubs, and lawns on your premises, other than cannabis plants. We will not pay more than \$1,000 for any one tree, plant or shrub including debris removal expenses. We will not pay more than \$1,000 for grass including debris removal expenses.

We insure these items against loss caused by fire, theft, lightning, explosion, impact by aircraft, watercraft, or land vehicle, riot, vandalism, and malicious acts. We do not insure items or lawns grown for commercial purposes.

Coverage B – Detached Private Structures

We insure structures or buildings on your premises separated from the dwelling by a clear space 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 private detached structures.

Coverage C – Personal Property

1. 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 that portion of your premises which you occupy but we do not insure property of roomers or boarders who are not related to you.
We do not insure loss or damage to:
 - a. motorized vehicles or their equipment (except for lawn mowers, other gardening equipment, garden tractors, snow blowers, wheelchairs, scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability, electric personal mobility assistive devices, watercraft other than personal watercraft powered by a jet- pump propulsion system, e-bikes, and golf carts);
 - b. camper units, truck caps, trailers, or their equipment;
 - c. aircraft or their equipment.Equipment includes audio, visual, recording, or transmitting equipment powered by the electrical system of a motor vehicle or aircraft. It also includes automobile keys, automobile transponders, and frequency-operated keys. Equipment does not include spare automobile parts.
2. We insure your personal property for an additional amount up to 20% of Coverage C limit or \$2,500 whichever is greater while it is temporarily away from your premises, anywhere in the world. However, personal property normally kept at any other location you own, or rent is not insured.
If you wish, we will include uninsured personal property belonging to others while it is in your possession or belonging to a residence employee travelling for or with you.
Personal property stored in a secured storage facility is insured for a period of 30 days only, from the date the property was first stored. We will continue coverage beyond that period for the peril of theft only. The period of 30 days does not apply to personal property in storage as a result of a covered loss.

Extensions of Coverage**Moving to Another Home**

We insure your personal property while in transit to and at another location within Canada which is to be occupied by you as your residence. Coverage applies for 30 consecutive days commencing on the date personal property is removed from your seasonal residence, but not beyond the date the policy expires or is terminated. This coverage does not increase the amounts of insurance.

Special Limits of Insurance

We insure:

1. Books, tools, and instruments pertaining to a business, profession, or occupation but only while on your premises for an amount up to \$7,500 in total, not otherwise insured. Other property used for business is not insured, including samples and goods held for sale.
2. Securities up to \$5,000 in total.
3. Money including cash cards or bullion, but not including virtual currency, up to \$500 in total.
4. Garden tractors and snow removal equipment including attachments and accessories up to \$10,000 in total.
5. Watercraft, their trailers, furnishings, equipment, accessories, and motors up to \$2,500 in total, but we do not insure personal watercraft powered by a jet-pump propulsion system.
6. Spare automobile parts up to \$250 for any one item, \$1,000 in total.
7. Animals, birds, or fish up to \$2,500 in total.
8. We insure your Personal Property while contained in a safety deposit box in a Bank or Trust Company, up to \$10,000 in total.
9. Golf carts up to \$5,000 in total.
10. Cannabis for personal use in all consumable forms and cannabis plants, except for medicinal use, up to \$500 in total.

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

11. Luggage, pet carriers, and handbags including, but not limited to, purses, wallets, totes, clutches, carrier bags, and other items of a similar nature, up to \$15,000 in total.
12. Jewellery, watches, gems, fur garments and garments trimmed with fur up to \$6,000 in total.
13. Numismatic property (such as coin collections) up to \$500 in total.
14. Manuscripts, stamps, and philatelic property, (such as stamp collections) up to \$2,000 in total.
15. Each bicycle, tricycle, unicycle or e-bike and its equipment and accessories up to \$1,000 each.
16. Collectible Personal Property up to \$5,000 per loss.
17. Golfing equipment and accessories, except golf carts, up to \$3,000 in total, while the golfing equipment is away from your premises.
18. Works of art, such as paintings, photographs, drawings etchings, prints and lithographs, including their frames, sculptures, statuary and antiques, and hand-made rugs and tapestries up to \$10,000 in total.
19. We insure your wine or spirits on the premises, for replacement cost against all risk of direct physical loss or damage subject to the terms and conditions of this form, for an amount up to \$5,000 in total.

Coverage D – Additional Living Expense

The amount of insurance for Coverage D 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.

1. **Additional Living Expense.** If, as a result of damage by a peril not otherwise excluded your dwelling is 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 a peril not otherwise excluded makes that part of the dwelling or detached private structures rented to others or held for rental by you unfit for occupancy, we insure its Fair Rental Value. Payment shall be for the reasonable time required to repair or replace that part of the dwelling or detached private structures rented or held for rental. Fair Rental Value shall not include any expense that does not continue while that part of the dwelling or detached private structures rented or held for rental is unfit for occupancy. Fair Rental Value does not apply when a peril not otherwise excluded results from the dwelling or detached private structure being under construction or under major renovation.
3. **Prohibited Access.** If a civil authority prohibits access to your dwelling:
 - a. as a direct result of damage to neighbouring premises by a peril not otherwise excluded under this form, we insure any resulting Additional Living Expense and Fair Rental Value loss for a period not exceeding 2 weeks; or
 - b. by order for mass evacuation as a direct result of a sudden and accidental event within Canada or the United States of America, we insure any resulting necessary and reasonable increase in living expense to a maximum of \$2,500 incurred by you for the period access is prohibited, not exceeding 2 weeks days from the date of the order of evacuation. This coverage for mass evacuation is not subject to a deductible.

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

- i. flood;
- ii. earthquake, unless the earthquake peril has been added to this policy by endorsement;
- iii. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military power;
- iv. Terrorism or 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 such loss or damage;
- v. 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;
- vi. contamination by radioactive material;
- vii. any communicable disease;
- viii. any cyber act

This coverage does not increase the amounts of Insurance for Coverage D, Additional Living Expense.

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

Special Coverage Features

In addition to the insurance provided by the Property Coverages, your policy provides these Special Coverage Features, subject to the terms and conditions set out.

By-Laws Coverage

The Insurance provided by Coverages A and B under Section I of this policy is, without increasing the amount of insurance, extended for an amount not exceeding the limit specified for the By-Laws Form as stated on the Certificate of Property Insurance, to provide the following coverage at the location specified and only as a result of an insured peril:

1. loss occasioned by the demolition of any undamaged portion of the buildings or structures, or
2. the cost of demolishing, and clearing the site of any undamaged portion of the buildings or structures, or
3. any increase in the cost of repairing, replacing, constructing, or reconstructing the buildings or structures 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 by-law, regulation, ordinance, or law which:

1. regulates zoning or the demolition, repair or reconstruction of damaged buildings or structures; and
2. is in force at the time of such loss or damage.

You are not insured against:

1. the enforcement of any by-law, regulation, ordinance, or law which prohibits the Insured from rebuilding or repairing on the same site or an adjacent site or prohibits continuance of like occupancy;
2. the enforcement of any by-law, regulation, ordinance, or law which could apply in absence of a loss.
3. making good faulty workmanship, material or design;
4. the additional cost to comply with any by-law, regulation, ordinance, or law unless your dwelling or detached structure are repaired, rebuilt or replaced on the same site.

The deductible applies to this Coverage Feature.

Credit Card, Automated Teller Card, Forgery and Counterfeit Money Coverage

We will pay for:

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

We do not cover loss caused by the use of your credit card or automated teller card by a resident of your household or by a person to whom the card has been entrusted.

We do not cover any loss resulting from your, or anyone acting on your authority, being induced by any dishonest act to voluntarily part with title to or possession of any money or property, including but not limited to, any loss resulting from a social engineering event.

The most we will pay under this coverage during the term of this policy is \$5,000. This Coverage Feature is not subject to a deductible.

Debris Removal

We will pay the cost of removing from your premises the debris of property insured which results from loss or damage insured by this form.

If the amount payable for loss, including expense for debris removal, is greater than the amount of insurance an additional 5% of that amount will be available to cover debris removal expense.

The deductible applies to this Coverage Feature.

Fire Department Charges

We will reimburse you for fire department charges incurred for attending your premises to save or protect insured property from loss or damage or further loss or damage, insured against by this form.

This Coverage Feature is not subject to a deductible.

Frozen Food Protection

We will pay for loss or damage to food while contained in a freezer located on your premises caused by the accidental interruption of electrical power on or off the premises or by mechanical breakdown of the freezer. This coverage includes damage to the freezer when it is due to the insured food spoilage and also reasonable expenses incurred by you to save and preserve the food from spoilage while your freezer is being repaired.

We do not insure:

1. loss from spoilage caused by the operation of an electrical circuit breaker or fuse or by accidental or intentional disconnection of the power supply in the building containing the freezer;
2. expenses incurred in the acquisition of frozen food.

This Coverage Feature is not subject to a deductible.

Inflation Guard

We will increase the limits of insurance stated on the Certificate of Property Insurance for Coverages A, B C and D by amounts which are solely attributable to the inflation increase since the inception date of this policy, the latest renewal or anniversary date or from the date of the most recent change to the amounts of insurance shown on the Certificate of Property Insurance, whichever is the latest.

On renewal or anniversary date, we will automatically increase the amounts of insurance shown on the Certificate of Property Insurance under Section I by amounts which are solely attributable to the inflation increase since the inception date of this policy or the latest renewal or anniversary date.

Lock Replacement

If your exterior door keys are lost or stolen, your policy provides up to \$500 to re-key your locks or to replace them if it is not possible to re-key them. You must notify us within 72 hours of the discovery of the keys being lost or stolen.

This Coverage Feature is not subject to a deductible.

Mortgage Rate Protector

Should your dwelling be rendered a total loss by a peril not otherwise excluded your mortgagor may have the right to call in your mortgage loan, making it necessary for you to arrange a new loan. If your new mortgage loan bears a higher rate of interest than the old one, we will pay:

1. the extra cost of your loan repayments on the balance of your outstanding mortgage, calculated as the difference between the old and the new payment amounts, each month until the maturity date of the original mortgage agreement; and
2. legal fees you incurred to obtain the new mortgage, but we will not pay for other costs such as judgments or service charges.

The payments provided by this Feature:

- a. are in addition to the amount of insurance shown for Coverage A on the Certificate of Property Insurance; and

Section I – Property Coverages

- b. will cease on the date you relinquish title to or your interest in your dwelling.

Where found in this Feature, the words "total loss" means that the total cost of insured loss or damage equals or exceeds the amount shown for Coverage A on the Certificate of Property Insurance.

This Coverage Feature is not subject to a deductible.

Personal Records Stored in a Personal Computer

We will pay for data recovery of personal records lost because of a peril not otherwise excluded. To the extent that data recovery of personal records is not possible, we will pay for data recreation. Virtual currency, intangible assets and data pertaining to business or business pursuits are not covered.

Coverage under this feature is limited to a maximum of \$3,000.

The deductible applies to this Coverage Feature.

Property Removed

If you must remove insured property from your premises to protect it from loss or damage that is covered by this policy, it is insured by this form for 90 consecutive 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 insured property at the time of loss.

The deductible applies to this Coverage Feature.

Reward Coverage

We will pay up to \$1,000 to any individual or organization for information leading to the arrest and conviction of any person(s) who robs from any person insured under this policy or steals, vandalizes, burglarizes, or commits arson to any insured property. Regardless of the number of persons providing information, payment will not exceed \$1,000 in total.

This Coverage Feature is not subject to a deductible.

Notice to Authorities

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

Insured Perils

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

Exclusions – Section I

Property not insured:

1. buildings or structures used in whole or in part for business or farming purposes;
2. retaining walls, unless the damage is caused by fire, lightning, impact by watercraft, land vehicle or aircraft, vandalism, and malicious acts;
3. sporting equipment where the loss or damage is due to its use;
4. animals, birds, or fish unless the loss or damage is caused by a Specified Peril, other than impact by aircraft, watercraft, or land vehicle;
5. property at any fairground, exhibition, or exposition for the purpose of exhibition or sale;
6. any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
7. any property illegally acquired, used, kept, stored, imported, or transported or any property subject to forfeiture;
8. evidences of debt or title;
9. loss or damage to wine or spirits caused directly or indirectly by
 - a. breakage
 - b. spoilage
10. virtual currency;
11. intangible assets;
12. Buildings or structures or personal property contained in them, 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, except as allowed by law.

Loss or damage not insured:

13. scratching, abrasion or chipping of any personal property or breakage of any fragile or brittle articles unless caused by a Specified Peril, accident to a land vehicle, watercraft or aircraft, or theft or attempted theft;
14. wear and tear, deterioration, defect, or mechanical breakdown;
15. inherent vice or latent defect;
16. the cost of making good:
 - a. faulty or improper material;
 - b. faulty or improper workmanship; or
 - c. faulty or improper design.

This exclusion does not apply to loss or damage caused directly by a resultant peril not otherwise excluded in this form.

17. a. data; or
 - b. loss or damage caused directly or indirectly by a data problem. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage except you are still insured for ensuing loss or damage caused directly by fire, explosion, smoke, or water damage, all as described Specified Perils.
18. loss involving virtual currency or intangible assets of any kind, by whatever name known, whether actual or fictitious.

Nor do we insure loss or damage:

19. caused by rust or corrosion, wet or dry rot, or fungi or spores;
20. resulting directly from settling, expansion, contraction, moving, bulging, buckling, or cracking except resulting damage to building glass;
21. occurring after your dwelling has, to your knowledge, been vacant for more than 30 consecutive days;
22. caused directly or indirectly by:
 - a. 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 coal, natural or manufactured gas; or
 - b. contamination by radioactive material;

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This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

23. caused directly or indirectly by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.
24. 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". This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable, or contrary to statute, the remainder shall remain in full force and effect. This exclusion does not apply to ensuing loss or damage which directly results from fire or explosion of natural, coal or manufactured gas;
25. resulting from an intentional or criminal act or failure to act by:
 - a. any person insured by this policy;
 - b. any other person at the direction of any person insured by this policy; or
 - c. any tenant, tenants' guests, boarder or employee, or any member of the tenants' household;(1) This exclusion applies only to the claim of a person:
 - i. whose act or omission caused the 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 loss or damage(2) A 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 reasonable place and time designated by us.
 - ii. cannot recover more than their proportionate interest in the lost or damage property.
26. from the part of the dwelling rented to others caused by theft or attempted theft by any tenant, tenant's employee, or member of the tenant's household;
27. arising directly or indirectly from the growing, manufacturing, processing, storing, possession, or distribution by anyone of any drug, narcotic or illegal substances or items of any kind. This includes any alteration of the premises to facilitate such activity, whether or not you have any knowledge of such activity. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
28. to personal property undergoing any process involving the application of heat, or while being worked on, where the damage results from such process or work, but resulting damage to other property is insured;
29. caused by animals owned by you or in your care, custody, or control;
30. caused by birds, vermin, skunks, rodents, (other than raccoons and squirrels), bats or insects, except loss or damage to building glass;
31. caused by smoke from agricultural smudging or industrial operations;
32. caused directly or indirectly by snowslide, earthquake, landslide, mudflow, or any other earth movement. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage except you are still insured for ensuing loss or damage which directly results from fire or explosion;
33. caused by vandalism or malicious acts or glass breakage occurring while your dwelling or detached private structure is under construction, under major renovation, or vacant even if permission for construction or vacancy has been given by us;
34. resulting from a change in ownership of property that is agreed to even if that change was brought about by trickery or fraud;
35. caused by or resulting from contamination or pollution, or the release, discharge or dispersal of contaminants or pollutants, unless the loss or damage resulted from the sudden and accidental bursting or overflowing of your domestic fixed fuel oil tank, apparatus, or pipes;

We do not insure loss or damage:

- a. to sewers;
 - b. caused by continuous or repeated leakage or seepage;
 - c. occurring while the dwelling or detached private structure is under construction, under major renovation, or vacant, even if we have given permission for construction or vacancy;
36. caused by theft or attempted theft of property in or from a dwelling or detached private structure under construction or under major renovation, or of materials and supplies for use in the construction or renovation, until the dwelling or detached private structure is substantially completed and the certificate of occupancy has been issued;
 37. to an outdoor hot tub, outdoor swimming pool or equipment attached to a public watermain, caused by water escape, rupture or freezing;
 38. caused directly or indirectly by continuous or repeated seepage or leakage of water. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
 39. caused directly or indirectly by flood, surface water, spray, storm surge, ice, or waterborne objects, all whether driven by wind or not. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, unless the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached;
 40. caused directly or indirectly by water except as defined in Specified Perils; but we do not insure loss or damage:
 - a. caused by the backing up or escape of water from a sewer, sump or septic tank, retention tank, French drain, or water leader;
 - b. caused by ground water or rising of the water table;
 - c. caused by surface waters;
 - d. to a watermain;
 - e. to a system or domestic water container from which the water escaped;
 - f. caused by shoreline ice build-up or by water-borne ice or other objects, all whether driven by wind or not;
 - g. occurring while the dwelling or detached private structure is under construction, under major renovation, or vacant even if we have given permission for construction, major renovation, or vacancy;
 - h. caused by freezing during the usual heating season:
 - i. within a heated portion of your dwelling, if you have been away from your premises 8 or more consecutive days; but you will still be insured if:
 - a. you used reasonable care to maintain heat in the building; or

Section I – Property Coverages

- b. shut off and drained the water system and domestic water containers;
- ii. within an unheated portion of your dwelling.

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

41. or expenses, caused directly or indirectly, in whole or in part by any communicable disease regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage or expenses;
42. directly or indirectly caused by, contributed to by, resulting from or arising out of any cyber act or any cyber incident. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage except you are still insured for ensuing loss or damage caused directly by fire, explosion, smoke, or water damage all as described in Specified Perils, and theft or attempted theft of property when such property is not otherwise excluded.

Basis of Claim Payment

We will pay for insured loss of or damage to the dwelling and detached private structures and personal property as described below up to your financial interest in the property, but not exceeding the applicable amount(s) of insurance for any loss or damage arising out of any one occurrence.

Amounts Not Reduced

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

Actual Cash Value

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

Deductible

We are responsible only for the amount by which the loss or damage covered by this policy of insurance exceeds the amount of the deductible shown on the Certificate of Property Insurance in any one occurrence. If your claim involves personal property on which the Special Limits of Insurance apply, the limitations apply to losses exceeding the deductible amount.

Dwelling and Detached Private Structures

If you repair or replace the damaged or destroyed building with a building of the same occupancy constructed with materials of similar quality within a reasonable time after the damage, we will pay the cost of repairs or the Replacement Cost (whichever is less) without deduction for depreciation. If you do not repair or replace, we will pay the actual cash value of the damage on the date of occurrence, and you will not be eligible for By-law coverage.

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.

Guaranteed Replacement Cost on Dwelling Buildings

If Guaranteed Replacement cost is indicated in the Certificate of Property Insurance, we will pay the cost of repairs or replacement even if it is more than the amount of insurance for Coverage A, provided:

1. the amount of insurance for Coverage A shown on the Certificate of Property Insurance:
 - a. on the inception date of the policy; or
 - b. the most recent renewal date; or
 - c. the increased amount under the inflation protection coverage on the date the increase took effect was not less than 100% of the cost to replace the dwelling building, as determined by a valuation guide acceptable to us;
2. the amount of insurance applicable to Coverage A has not been reduced below the amount determined by the valuation guide; and
 - a. you notified us within 30 days of the start of any major renovations; and
 - b. you repair or replace the damaged or destroyed building on the same location with a building of the same occupancy constructed with materials of similar quality within a reasonable time after the damage.

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

Insurance Under More Than One Policy

If you have insurance on specifically described property, this policy will be considered excess insurance and we will not pay any loss or claim until the amount of such other insurance is used up.

In all other cases, we will pay our rateable proportion of the loss or claim under this policy.

Personal Property

1. For electronic media we will pay the cost of reproduction 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, or the value of electronic media if such electronic media cannot be recreated.
2. For other records, including books of account, drawings, or card index systems, we will pay the cost of blank books, pages, cards, or other materials plus the cost of actually transcribing or copying the records.
3. We will pay on the basis of replacement cost for all other personal property except:
 - a. articles that cannot be replaced with new articles because of their inherent nature, including antiques, fine arts, paintings, and statuary;
 - b. articles for which their age or history substantially contributes to their value, such as memorabilia, souvenirs, and collector's items;
 - c. property that has not been maintained in good or workable condition;
 - d. property that is no longer used for its original purpose; for which we will pay only on the basis of actual cash value.

Replacement cost means the cost, on the date of the loss or damage, of the lower of:

1. repairing the property with materials of similar kind and quality; or
2. new articles of similar kind, quality, and usefulness; without any deduction for depreciation.

We will pay on the basis of replacement cost only if the property lost or damaged is repaired or replaced as soon as reasonably possible. Otherwise, we will pay on the basis of actual cash value.

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

For personal property described under "special limits of insurance" we will not pay more than the applicable limit under either the replacement cost or actual cash value basis.

Single Limit of Insurance

If:

1. a single event or occurrence results in loss or damage which is insured under more than one of Coverages A, B, C and D, and
2. Single Amount of Insurance appears on the Certificate of Property Insurance, and

Section I – Property Coverages

3. the Guaranteed Replacement Cost on Dwelling Buildings provision does not apply, and
4. the dwelling or detached private structure is not under construction or under major renovation,

the amount of insurance available to cover such insured loss or damage will be the total of the individual amounts for Coverages A, B, C and D.

If the Guaranteed Replacement Cost on Dwelling Buildings provision applies to your claim under Coverage A, the maximum amount of insurance available for insured loss or damage under Coverages B, C and D will be the total of the individual amounts for those Coverages.

Additional Agreement

Property of Others

At the option of the Insurer, any loss may be paid to the Named Insured or adjusted with and paid to the owner of the Renewable Energy Equipment. For leased or rented Renewable Energy Equipment, notwithstanding any payment made by us to the owner of such equipment, the insured's right to dispute resolution available under any condition of this policy or applicable insurance legislation is unaffected.

Conditions

The following conditions apply to the coverage provided by Section I of this policy.

Pair and Set

In the case of loss or damage to any article(s) which is (are) part of a set the measure of loss of or damage to such article(s) will be a reasonable and fair proportion of the total value of the set, but in no event will such loss or damage be construed to mean total loss of the set.

Parts

In the case of loss or damage to any part of the insured property 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.

Permissions Granted

You have our permission under the terms and conditions of this policy to:

1. make alterations, additions, and repairs to the dwelling building that you occupy and your detached private structures. (You may, however, need to request an increase in your Limits of Insurance.) We must be notified within 30 days of the commencement of any major renovations.
2. store and use reasonable and normal quantities of fuel oil, gasoline, benzene, naphtha, or other similar materials.

Statutory Conditions

All of the conditions set out under the title Statutory Conditions apply with respect to all of the perils insured under Section I except that these conditions may be modified or supplemented by the provisions of the said Section I or by forms or endorsements which modify Section 1.

Subrogation

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

If such action on our part does not fully indemnify both you and us, the amount that we recover will be divided between you and us in the proportions in which the loss or damage has been borne by each of us, respectively. The amounts so available for distribution shall be net of the costs of effecting the recovery.

Section II – Definitions

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

"Business or Business Pursuit" means any continuous, regular, or occasional activity of any kind undertaken for financial gain, and includes a trade, profession, or occupation. However, the following business uses by you are permitted without being stated on the Certificate of Property Insurance:

1. the rental of your residence to others for no more than 30 days during a single policy term;

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

"Computer system" in this Section has the same meaning as in Section I.

"Cyber act" in this Section has the same meaning as in Section I.

"Cyber incident" in this Section has the same meaning as in Section I.

"Dwelling" in this Section has the same meaning as in Section I.

"Electric Vehicle Supply Equipment (EVSE)" in this Section has the same meaning as in Section I.

"Insured" in this Section has the same meanings as in Section I. In addition, we will insure:

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

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

"Malware or Similar Mechanism" in this Section has the same meaning as in Section I.

"Named Insured" in this Section has the same meaning as in Section I.

"Premises" means the premises specifically described on the Certificate of Property Insurance

"Property Damage" means:

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

Tangible property does not include electronic data.

"Renewable Energy Equipment" means permanently installed solar panels, wind turbines, rechargeable batteries, geothermal equipment, and their apparatus installed on the land within the lot lines on which the dwelling building is situated and, where required, which have been installed by a qualified electrician and meet provincial installation requirements, and are used for the generation, transmission, storage, or utilization of mechanical or electrical power, predominately for personal use, not otherwise insured.

"Residence Employee" in this Section has the same meaning as "Residence Employee" in Section I.

"You" or **"your"** in this Section refer to the Insured.

"We" or **"us"** in this Section have the same meanings as in Section I.

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

Section II – Insurance of Your Liability To Others

Coverages

This insurance applies to accidents or occurrences which take place during the period this policy is in force;

Coverage E – Your Personal Liability Protection

This is the part of the policy you look to for protection if you are sued.

We will pay all sums which you become legally liable to pay as compensatory damages because of unintentional bodily injury or property damage arising out of your ownership, use or occupancy of the premises defined in Section II.

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

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

We do not insure claims made against you arising from:

1. liability you have assumed by contract unless your legal liability would have applied even if no contract had been in force, but we do insure claims made against you for the legal liability of other persons in relation to your premises that you have assumed under a written contract;
2. damage to property you own, use, occupy, lease, rent or in your care, custody or control; property damage to premises you sell, give away or abandon;
3. damage to personal property or fixtures as a result of work done on them by you or anyone on your behalf;
4. bodily injury to you or to any person residing in your household other than a residence employee;
5. the personal actions of a named insured who does not reside on the premises described on the Certificate of Property Insurance;
6. liability arising out of premises, other than as herein before defined.

There are other exclusions that apply to all Coverages under Section II. Please refer to "Exclusions – Section II".

Defence, Settlement Supplementary Payments

If a claim is made against you 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 if we decide this is appropriate. We will pay only for the legal counsel we select.

We will also 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 limit 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 limit of insurance, but we are not obligated to apply for or provide these bonds;
5. expenses which you have incurred for emergency medical or surgical treatment to others following an accident or occurrence insured by this form;
6. reasonable expenses, including actual loss of income up to \$100 per day, which you incur at our request.

Action Against Us

No suit may be brought against us:

1. until you have fully complied with all the terms of this Coverage, nor until the amount of your obligation to pay has been finally determined, either by a judgment against you or by an agreement which has our consent;
2. more than one year (two years in the Yukon Territories and the Provinces of Ontario and Manitoba) 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.

Unauthorized Settlements

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

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.

The amount of insurance shown on the Certificate of Property Insurance is the maximum amount we will pay for each person in respect of one accident or occurrence.

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. medical expenses of any person that arise from the construction or renovation activities being performed on your dwelling or detached private structure.

There are other exclusions that apply to all Coverages under Section II. Please refer to "Exclusions – Section II".

Notice of Accident or Occurrence

1. When an accident or occurrence takes place, you must promptly give us notice (in writing if required). The notice must include:
 - a. your name and policy number;
 - b. the time, place, and circumstances of the accident;
 - c. the names and addresses of witnesses and potential claimants.
2. If requested by us, you must arrange for the injured person(s) to:
 - a. give us written proof of claim as soon as possible, under oath if required;
 - b. submit to physical examination at our expense by doctors we select as often as we may reasonably require;
 - c. authorize us to obtain medical and other records.

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

No suit may be brought against us until you have fully complied with all the terms of this Coverage.

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 an Insured, 12 years of age or under.

We do not insure:

1. damage to property owned or rented by an insured or an insured's tenant;
2. damage to property which is insured under Section I;
3. claims resulting from the loss of use, disappearance, or theft of property;
4. damage to property occurring on the premises arising from the construction or renovation activities being performed on your dwelling or detached private structure.

There are other exclusions that apply to all Coverages under Section II. Please refer to "Exclusions – Section II".

Basis of Payment

We will pay whichever is the lower amount of:

1. what it would cost to repair or replace the property with materials of similar quality at the time of loss;
2. the amount of insurance shown on the Certificate of Property Insurance.

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.

1. You must give us a written proof of claim as soon as possible, under oath if required, containing the following information:
 - a. the date, time, place and circumstances of the accident or occurrence;
 - b. the interest of all persons in the property affected.
2. If requested by us, you must help us to verify the damage.

No suit may be brought against us until:

1. you have fully complied with all the terms of this Coverage;
2. 60 days after the written proof of claim has been filed with us.

Coverage H – Voluntary Compensation for Residence Employees

This coverage is automatically provided for all your occasional residence employees. It will be extended to your permanent residence employees if so, stated on the Certificate of Property Insurance.

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

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

A residence employee or anyone acting on their 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.

1. When an accident occurs, you must promptly give us notice (in writing if requested by us). 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:

Section II – Insurance of Your Liability To Others

- 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.

We will not pay benefits:

1. unless your employee was actually performing duties for you when the accident happened;
2. for any hernia injury;
3. for injury occurring on the premises arising from the construction or renovation activities being performed on your dwelling or detached private structure.

Schedule of Benefits

1. Loss of Life

If your residence employee dies from injuries received in the accident within the following 26 weeks, we will pay a total of 100 times the weekly indemnity to those wholly dependent upon him or her. If there is more than one dependent the amount will be divided equally among them. This payment is in addition to any benefit for Temporary Total Disability paid up to the date of death.

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 7 days unless the disability lasts for 6 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 100 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 100 weeks in total even if the accident results in loss from more than one item.

For Loss of	Number of Weeks
A. One or more of the following:	
Hand	100
Arm	100
Foot	100
Leg	100
B. One finger or toe or	25
More than one finger or toe	50
C. One eye or	50
Both eyes	100
D. Hearing of one ear or	25
Hearing of both ears	100

5. Medical Expenses

If as a result of the accident your residence employee incurs medical expenses 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.

Loss Assessment Coverage (Condominium Unit Owner)

We will pay for your share of special assessments if:

- a. the assessment(s) are valid under the Condominium Corporation's governing rules; and
- b. the assessment(s) are made necessary by occurrence(s) to which this Section of the policy applies.

We will not pay more than \$25,000 for that part of an assessment made necessary by a deductible in the insurance policy of the Condominium Corporation.

Special Limitations

Watercraft and Motorized Vehicles you Own

We will pay all sums which you become legally liable to pay as compensatory damages because of unintentional bodily injury or property damage arising out of your ownership, use or operation of:

Watercraft You Own

1. watercraft, including their attachments, equipped with any type of motor of not more than 38 kW (50 H.P.), other than personal watercraft powered by a jet-pump propulsion system;
2. non-motorized watercraft, including their attachments, not more than 8 metres (26 feet) in length

Any other watercraft is insured only if liability coverage for it is shown on the Certificate of Property Insurance. If the watercraft or motor with which it is equipped, other than personal watercraft powered by a jet-pump propulsion system, is acquired after the effective date of this policy, you will be insured automatically for a period of 30 days only from the date of acquisition, or until expiry of the policy, whichever comes first;

Section II – Insurance of Your Liability To Others

Motorized Vehicles You Own

1. self-propelled lawn mowers, snow blowers, garden tractors of not more than 19 kW (25 H.P.);
2. motorized golf carts while in use on a golf course;
3. motorized wheelchairs, including motorized scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability.
4. e-bikes

Territorial Limits – Watercraft and Motorized Vehicles You Own

You are covered for incidents occurring in Canada, the United States of America and on a vessel travelling between the ports of those countries.

Business and Business Property

We insure you against claims arising out of:

1. Renewable Energy Equipment.

Exclusions – Section II

We do not insure claims:

1. caused directly or indirectly by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
2. 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. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable, or contrary to statute, the remainder shall remain in full force and effect. This exclusion does not apply to ensuing loss or damage which directly results from fire or explosion of natural, coal or manufactured gas;
3. arising from:
 - a. 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 coal, natural or manufactured gas; or
 - b. contamination by radioactive material;This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
4. arising from business pursuits or any business use of the premises except as provided under "business and business property" in Section II or specified on the Certificate of Property Insurance;
5. arising from the rendering or failure to render any professional service;
6. arising from bodily injury or property damage caused by any intentional or criminal act or failure to act by:
 - a. any person insured by this policy; or
 - b. any other person at the direction of any person insured by this policy;
7. arising from the ownership, use or operation of:
 - a. any aircraft;
 - b. premises used as an airport or landing facility; and all activities related to either;
8. arising from the ownership, use or operation of any watercraft, motorized vehicle except as provided under "Watercraft and Motorized Vehicles You Own" in Section II;
9. arising from the ownership, use or operation of any trailer
10. arising from any communicable disease;
11. arising from:
 - a. sexual, physical, psychological, or emotional abuse, molestation, or harassment, including corporal punishment by, at the direction of, or with the knowledge of any person insured by this policy; or
 - b. failure of any person insured by this policy to take steps to prevent sexual, physical, psychological, or emotional abuse, molestation or harassment or corporal punishment;
12. arising from the distribution or display of data via a website, the internet, intranet or similar device or system designed or intended for electronic communication of data;
13. arising from liability imposed upon or assumed by you under any workers' compensation statute;
14. for punitive or exemplary damages, meaning that part of any award by a court which is in excess of compensatory damages and is stated or intended to be a punishment to you;
15. for property damage or bodily injury caused by rust or corrosion, wet or dry rot, or fungi or spores;
16. for bodily injury or property damage directly or indirectly, whole or in part, caused by, contributed to by, resulting from or arising out of any cyber act or any cyber incident. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the bodily injury or property damage.
17. against a Family Trust, Company or Estate, its Trustees and/or Beneficiaries, unless arising out of the ownership, use and maintenance of the premises defined in Section II.

Additional Agreement:

Electrical Authority and Electrical Generation, Transmission and Distribution Company

With respect to "Electrical Company(s) – Renewable Energy Equipment", that person(s) or organization(s) is added to your policy as an Additional Insured, but only with respect to liability arising out of your ownership, maintenance, or use of the Renewable Energy Equipment.

Lessor of Leased Renewable Energy Equipment

With respect to "Lessor – Renewable Energy Equipment", that person(s) or organization(s) is added to your policy as an Additional Insured, but only with respect to their liability arising out of the maintenance, operation, or use by you of the Renewable Energy Equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply to:

1. Any bodily injury or property damage which takes place after you cease to lease the Renewable Energy Equipment.
2. To bodily injury or property damage arising out of the sole negligence of the person(s) or organization(s) specified.
3. This additional insured shall not be entitled to protection under this policy if any other insurance applies to a loss or claim, or would have applied if this policy did not exist, whether that other insurance is primary or excess.

Conditions

Section II – Insurance of Your Liability To Others

1. Notwithstanding any other similar clause in this policy or any other policy, if any other insurance applies to a loss, or would have applied if this policy did not exist, this policy will be considered excess insurance and we will not pay any loss until the amount of such other insurance is used up.
2. Statutory Conditions Misrepresentation, Change of Interest, Material Change, Termination and Notice incorporated in this policy apply as conditions to all Coverages under Section II.
3. Only losses that occur within the policy term shown on the Certificate of Property Insurance will be covered under this policy. There will be no coverage for any loss that occurred or was in progress prior to the policy period inception date or after the policy period expiry date shown on the Certificate of Property Insurance.

Seasonal Dwelling Policy – Fire and E.C. Form

The policy consists of these wordings, the Certificate of Property Insurance which contains information that is unique to your insurance policy and other forms that may need to be attached to complete your package coverage. Together, these represent the legal contract of indemnity that exists between you and us. This policy contains various exclusions which eliminate or restrict coverage. Please read it carefully.

Insuring 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.

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

The Certificate of Property Insurance summarizes the Insurance coverage you have selected and the premiums, limits, amounts and deductibles that apply to them. Among other things, the Certificate of Property Insurance also identifies the policyholder, the policy term and any Endorsements that apply to your Insurance Coverage.

Only losses that occur within the policy term shown on the Certificate of Property Insurance will be covered under this policy. There will be no coverage for any loss that occurred or was in progress prior to the policy period inception date or after the policy period expiry date shown on the Certificate of Property Insurance.

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

If during the term of this policy we change the insurance of the kind provided by this policy to provide more coverage at no additional cost, you will automatically benefit from that change at no increase in premium.

This form consists of three sections:

Section I describes the insurance on your property. It also includes additional living expenses and/or fair rental value in certain circumstances.

Section II describes the insurance for your legal liability for bodily injury to others or damage to property of others arising out of your premises or your personal actions. It also includes benefits following injury and damage to property of others in certain other circumstances.

Section III describes the Optional Coverages you have purchased for an additional premium.

Section I – Definitions

"Actual Cash Value" means various factors shall be considered in the determination of actual cash value. Such factors shall include but are not 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 loss or damage, the resale value, the normal life expectancy of the property and obsolescence.

"Business or Business Pursuit" means any continuous, regular, or occasional activity of any kind undertaken for financial gain, and includes a trade, profession, or occupation. However, the following business uses by you are permitted without being stated on the Certificate of Property Insurance:

The rental of your residence to others for no more than 30 days during a single policy term;

"Business Property" means property of any description related to a business pursuit conducted on the premises or elsewhere.

"Cash Cards" means cards designed to store a cash value by electronic means for use as a mode of payment, without a personal identification number and without direct access to a bank or other account.

"Civil Authority" means any person acting under the authority of 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.

"Collectible Personal Property" means property of rare, unique or novel personal interest, whether worn or not, or used by the Insured or not, such as, but not limited to, books, dolls, memorabilia, comic books, and sports cards.

"Computer system" means any computer, hardware, software, communications system, electronic device (including but not limited to smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

"Cyber act" means an unauthorized, malicious, or criminal act or series of related unauthorized, malicious, or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any computer system. It also includes malware or similar mechanism.

"Cyber incident" means:

1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any computer system; or any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any computer system.

Cyber incident includes malware or similar mechanism.

"Data" means information, facts, concepts, code, or any other information of any kind:

1. that is recorded or transmitted in a form to be used, accessed, processed, transmitted, or stored by a computer system including programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment; or
2. that is used for records, including but not limited to books of account, drawing or card index systems.

"Data Problem" means:

1. erasure, destruction, corruption, misappropriation, misinterpretation of data;
2. error in creating, amending, deleting or using data; or
3. inability to access, receive, transmit or use data.

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

"Dwelling" means the Building described in the Certificate of Property Insurance, wholly or partially occupied by you as a private residence.

"e-bike (electric bike)" means a power assisted bicycle that meets the federal and provincial definitions of a power assisted bicycle and is incapable of attaining speeds higher than 32 km/h on level ground.

"Flood" means 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.

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

"Garden tractor" means a tractor of not more than 25hp used for cutting lawns, tilling gardens, and removing weeds. May also be used for snow removal. Does not include backhoes, front loaders, or similar equipment.

"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.

"Insured" means the Named Insured and, while living in the same household:

1. the Named Insured's spouse;
2. the relatives of either; and
3. any person under the age of 21 in their care.

Only the person(s) named on the Certificate of Property Insurance may take legal action against us.

"Intangible Assets" means intangible assets including but not limited to non-fungible tokens (NFTs), other blockchain-based assets, digital collectibles, or digital art.

Section I – Definitions

"Malware or Similar Mechanism" means any program code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with, or otherwise adversely affect computer programs, data files or operations (whether involving self-replication or not), including but not limited to 'virus', 'Trojan horses', 'worms', 'logic bombs' or 'denial of service attack'.

"Named Insured" means the person(s) named as Insured on the Certificate of Property Insurance.

"Premises" means the land contained within the lot lines on which the dwelling is situated.

"Reasonable Care" means measures customarily taken by a homeowner to ensure, to the best of their ability, that heating has been and will continue to be maintained. These measures include, but are not limited to, arranging a competent person to regularly check your dwelling, regularly monitoring the heat in your dwelling by way of a remote system, ensuring the heating system is operational and functioning prior to departure, ensuring all windows and doors are closed and secured, and ensuring the thermostat has been set to a temperature that is sufficient to prevent freezing of pipes.

"Renewable Energy Equipment" means solar panels and wind turbines and their apparatus permanently installed on your premises used for the generation, transmission, or utilization of mechanical or electrical power.

"Residence Employee" means a person employed by you to perform duties in connection with the maintenance or use of the premises. This includes persons who perform household or domestic services or duties of a similar nature for you. This does not include contractors or sub-contractors. It also does not cover persons while performing duties in connection with your business.

"Secured Storage Facility" means, a building designed specifically for storage that is locked and has 24-hour security monitoring.

"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" means either of two persons who are married to each other or who have together entered into a marriage that is voidable or void, or either of two persons who are 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.

"Surface Waters" means water on the surface of the ground where water does not usually accumulate in ordinary watercourses, lakes, or ponds.

"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.

"Under Construction" means:

For construction of a new dwelling building or detached private structure:

1. The period of time commencing from the date site preparation is initiated and continuing through, excavation, laying of foundations and the assembly of components, concluding when the dwelling building/detached private structure is completed and ready for occupancy.
2. For alterations or repairs to existing dwelling buildings or detached private structures:
The period of time during any alterations or repairs involving:
 - a. site preparation;
 - b. demolition;
 - c. laying of foundations;
 - d. removal or weakening of any structural support; or
 - e. the opening of an exterior wall or roof component that extends beyond 48 consecutive hours.

The period of construction commences from the date the alterations or repairs are initiated and continues until such time as all interior fixtures are installed with all exterior finishes and finished carpentry completed and until the occupants have taken up residency

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

1. all occupants have moved out with no intention of returning and no new occupant has taken up residence; or
2. in the case of a newly constructed dwelling, no occupant has yet taken up residence.

"Virtual currency" means a digital representation of value that functions as, including but not limited to, a medium of exchange, a unit of account, and/or a store of value. It includes, but not limited to, digital currency, crypto currency, any other type of electronic currency, or on-line peer-to-peer mediums of exchange.

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

"We", "us" or "our" means the company providing this insurance.

"You" or "your" refers to the Insured.

Section I – Property Coverages

The amounts of insurance are shown on the Certificate of Property Insurance.

Coverage A – Dwelling Building

We insure:

1. The principal dwelling and attached structures.
2. Permanently installed outdoor equipment on the premises.
3. Outdoor hot tub, 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 structures on the premises. We insure against the peril of theft, only when your dwelling is completed and ready to be occupied.

Extensions of Coverage

Tear Out

If any walls, ceilings or other parts of insured buildings or structures must be torn apart before water damage coverage 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 to outdoor swimming pools, public watermains or sewers is not insured.

Building Fixtures and Fittings

You may apply up to 10% of the amount of insurance on your dwelling to insure building fixtures and fittings temporarily removed from the premises for repair or seasonal storage. We do not insure personal property that is kept at another of your premises.

Coverage B – Detached Private Structures

If Coverage B – Detached Private Structures is shown on the Certificate for Property Insurance, 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 structures.

Section I – Property Coverages

If Coverage B – Detached Private Structures is not shown on the Certificate for Property Insurance, you may apply up to 10% of the amount of insurance on your dwelling

Coverage C – Your Personal Property

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

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

We do not insure loss or damage to:

- a. motorized vehicles or their equipment (except for lawn mowers, other gardening equipment, garden tractors, snow blowers, wheelchairs, scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability, electric personal mobility assistive devices, watercraft other than personal watercraft powered by a jet- pump propulsion system, e-bikes, and golf carts);
- b. camper units, truck caps, trailers, or their equipment;
- c. aircraft or their equipment.

Equipment includes audio, visual, recording, or transmitting equipment powered by the electrical system of a motor vehicle or aircraft. It also includes automobile keys, automobile transponders, and frequency-operated keys. Equipment does not include spare automobile parts.

2. We insure your personal property up to 10% in total of Coverage C while it is temporarily away from your premises, anywhere in the world. However, personal property normally kept at any other location you own or rent is not insured.

Special Limits of Insurance

We insure:

1. Books, tools, and instruments pertaining to a business, profession, or occupation but only while on your premises for an amount up to \$7,500 in total, not otherwise insured. Other property used for business is not insured, including samples and goods held for sale.
2. Securities up to \$5,000 in total.
3. Money including cash cards or bullion, but not including virtual currency, up to \$500 in total.
4. Garden tractors and snow removal equipment including attachments and accessories up to \$10,000 in total.
5. Watercraft, their trailers, furnishings, equipment, accessories, and motors up to \$2,000 in total,
6. Spare automobile parts up to \$250 for any one item, \$1,000 in total.
7. Animals, birds, or fish up to \$2,500 in total.
8. We insure your Personal Property while contained in a safety deposit box in a Bank or Trust Company, up to \$2,000 in total.
9. Golf carts up to \$5,000 in total.
10. We insure your wine or spirits, on the premises, for an amount up to \$1,000 in total.
11. Works of art, such as paintings, photographs, drawings etchings, prints and lithographs, including their frames, sculptures, statuary and antiques, and hand-made rugs and tapestries for an amount up to \$1,000 in total.
12. Cannabis for personal use in all consumable forms and cannabis plants, except for medicinal use, up to \$500 in total.

The following special limits of insurance do not apply to any claim caused by a peril listed under Perils Insured:

13. Luggage, pet carriers, and handbags including, but not limited to, purses, wallets, totes, clutches, carrier bags, and other items of a similar nature, up to \$15,000 in total.
14. Jewellery, watches, gems, fur garments and garments trimmed with fur up to \$6,000 in total.
15. Numismatic property (such as coin collections) up to \$500 in total.
16. Manuscripts, stamps, and philatelic property, (such as stamp collections) up to \$2,000 in total.
17. Each bicycle, tricycle, unicycle or e-bike and its equipment and accessories up to \$1,000 each.
18. Collectible Personal Property up to \$2,500 per loss.
19. Golfing equipment, including accessories, up to \$2,000 in total, while the golfing equipment is away from your premises.

Special Coverage Features

In addition to the insurance provided by the Property Coverages, your policy provides these Special Coverage Features, subject to the terms and conditions set out.

Debris Removal

We will pay the cost of removing from your premises the debris of property insured which results from loss or damage insured by this form.

If the amount payable for loss, including expense for debris removal, is greater than the amount of insurance an additional 5% of that amount will be available to cover debris removal expense.

The deductible applies to this Coverage Feature.

Fire Department Charges

We will reimburse you for fire department charges incurred for attending your premises to save or protect insured property from loss or damage or further loss or damage, insured against by this form.

This Coverage Feature is not subject to a deductible.

Inflation Guard

We will increase the limits of insurance stated on the Certificate of Property Insurance for Coverages A, B C and D by amounts which are solely attributable to the inflation increase since the inception date of this policy, the latest renewal or anniversary date or from the date of the most recent change to the amounts of insurance shown on the Certificate of Property Insurance, whichever is the latest.

On renewal or anniversary date, we will automatically increase the amounts of insurance shown on the Certificate of Property Insurance under Section I by amounts which are solely attributable to the inflation increase since the inception date of this policy or the latest renewal or anniversary date.

Property Removed

If you must remove insured property from your premises to protect it from loss or damage that is covered by this policy, it is insured by this form for 90 consecutive 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 insured property at the time of loss.

The deductible applies to this Coverage Feature.

Notice to Authorities

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

Section I – Property Coverages

Perils Insured

1. Fire or lightning.
2. Explosion. This peril does not include water hammer.
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 does not include smoke from fireplaces
4. Falling object. This peril means a falling object which strikes the exterior of a building.
5. Impact by aircraft, watercraft or land vehicle. Animals are not insured under this peril.
6. Riot
7. Water damage meaning damage caused by:
 - a. the sudden and accidental escape of water from a watermain;
 - b. the sudden and accidental escape of water or steam from within a plumbing, heating, sprinkler, air conditioning system or 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. However, such damage is not covered when the escape of water is caused by freezing;
 - d. water which enters your dwelling through an opening which has been created suddenly and accidentally by a peril not otherwise excluded;
8. Windstorm or hail. This peril does not include loss or damage to your personal property within a dwelling, or to the interior of the 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 to fences; outdoor radio and/ or T.V. antennae (including satellite receivers) and their attachments; or due to the weight or pressure, or the melting of ice or snow, waves, or floods, whether driven by wind or not.
9. Vandalism or malicious acts. Only covered if Vandalism and Malicious Acts coverage is shown on the Certificate for Property Insurance.

We do not cover loss or damage:

 - a. to glass constituting part of a building.
 - b. directly or indirectly caused by theft or attempted theft.
 - c. while your dwelling is under construction or vacant, even if permission for construction or vacancy has been given by us.
 - d. caused by you
 - e. caused by any tenant, tenant's guests, tenant's employees or member of the tenant's household.
10. Burglary. Only covered if Burglary coverage is shown on the Certificate for Property Insurance
 - a. Burglary. This peril means theft of personal property from the premises, following illegal and forcible entry and exit, leaving visible marks at the point of forced entry or exit.

This peril does not include loss or damage:

 - i. of animals, birds or fish;
 - ii. occurring while the dwelling is under construction or vacant, even if permission for construction or vacancy has been given by us;
 - iii. caused by any tenant, tenant's guest, any boarder of yours, employee or member of the tenant's household if the part of the dwelling containing the property insured normally occupied by you is rented to others.
 - b. Robbery. This peril means theft by violence or a threat of violence to any person.

This peril does not include loss or damage as described under (i), (ii), or (iii) as shown under Burglary above.
11. Electricity. This peril means sudden and accidental damage from artificially generated electrical current.

Exclusions – Section I

Property not insured:

1. buildings or structures used in whole or in part for business or farming purposes;
2. retaining walls, unless the damage is caused by Fire, Lightning, Impact by Land Vehicle or Aircraft, Vandalism and Malicious Acts;
3. sporting equipment where the loss or damage is due to its use;
4. animals, birds or fish unless the loss or damage is caused by a peril listed under Perils Insured, other than impact by aircraft, watercraft or land vehicle;
5. property at any fairground, exhibition or exposition for the purpose of exhibition or sale;
6. any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
7. any property illegally acquired, used, kept, stored, imported or transported or any property subject to forfeiture;
8. property of roomers or boarders;
9. renewable energy equipment
10. lawns and outdoor trees, shrubs and plants
11. virtual currency
12. intangible assets
13. buildings or structures or personal property contained in them, 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, except as allowed by law.

Loss or damage not insured:

14. scratching, abrasion or chipping of any personal property or breakage of any fragile or brittle articles unless caused by a peril listed under Perils Insured, accident to a land vehicle, watercraft or aircraft, or theft or attempted theft;
15. wear and tear, deterioration, defect, or mechanical breakdown,
16. inherent vice or latent defect
17. the cost of making good
 - a. faulty or improper material
 - b. faulty or improper workmanship; or
 - c. faulty or improper design

This exclusion does not apply to loss or damage caused directly by a resultant peril listed under Perils Insured and not otherwise excluded in this form;
18. a. data, or

Section I – Property Coverages

- b. loss or damage caused directly or indirectly by data problem, but you are still insured for ensuing loss or damage caused by fire, explosion, smoke or water damage, all as described under Perils Insured;

19. loss involving virtual currency or intangible assets of any kind, by whatever name known, whether actual or fictitious.

Nor do we insure loss or damage:

20. caused by rust or corrosion, wet or dry rot, or fungi or spores;

21. resulting directly from settling, expansion, contraction, moving, bulging, buckling or cracking except resulting damage to building glass;

22. occurring after your dwelling has become vacant;

23. caused directly or indirectly by:

- a. 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 coal, natural or manufactured gas;

- b. contamination by radioactive material;

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

24. caused by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power.

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

25. 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".

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect. This exclusion does not apply to ensuing loss or damage which directly results from fire or explosion of natural, coal or manufactured gas;

26. resulting from any intentional or criminal act or failure to act by:

- a. any person insured by this policy; or

- b. any other person at the direction of any person insured by this policy;

- c. any tenant, tenants' guests boarders, employee or any member of the tenants' household whether you have any knowledge of these activities or not;

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

- i. whose act or omission caused the 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 loss or damage

(2) A 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,

- a. by submitting to an examination under oath, if requested by us

- b. 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

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

- ii. cannot recover more than their proportionate interest in the lost or damage property.

27. arising directly or indirectly from the growing, manufacturing, processing storing, possession or distribution by anyone of any drug, narcotic or illegal substances or items of any kind. This includes any alteration of the premises to facilitate such activity whether or not you have any knowledge of such activity.

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;

28. to personal property undergoing any process involving the application of heat, or while being worked on, where the damage results from such process or work but resulting damage to other property is insured;

29. caused by animals owned by you or in your care, custody or control.

30. caused by birds, vermin, raccoons, skunks, rodents (other than raccoons and squirrels), bats or insects, except resulting damage, and loss or damage to building glass;

31. caused by smoke from agricultural smudging or industrial operations;

32. caused directly or indirectly by snowslide, earthquake, landslide, mudflow, or any other earth movement.

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage except you are still insured for ensuing loss or damage which directly results from fire or explosion;

33. caused by vandalism or malicious acts or glass breakage occurring while your dwelling is under construction or vacant even if permission for construction or vacancy has been given by us;

34. resulting from a change in ownership of property that is agreed to even if that change was brought about by trickery or fraud;

35. caused by or resulting from contamination or pollution, or the release, discharge or dispersal of contaminants or pollutants,

36. caused by theft or attempted theft of property in or from a dwelling under construction, or of materials and supplies for use in the construction, until the dwelling is completed and ready to be occupied;

37. to an outdoor hot tub, outdoor swimming pool or equipment attached to a public watermain, caused by water escape, rupture or freezing;

38. caused by continuous or repeated seepage or leakage of water. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage

39. caused by flood, surface water, spray, storm surge, ice or waterborne objects, all whether driven by wind or not. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, unless the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached unless the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached.

40. caused by water except as defined in Perils Insured;

but we do not insure loss or damage:

- a. caused by the backing up or escape of water from a sewer, sump or septic tank, retention tank, French drain or water leader;

- b. caused by ground water or rising of the water table;

- c. caused by surface waters;

- d. to a watermain;

Section I – Property Coverages

- e. to a system or domestic water container from which the water escaped;
- f. caused by shoreline ice build-up or by water-borne ice or other objects, all whether driven by wind or not;
- g. occurring while the building is under construction or vacant even if we have given permission for construction or vacancy;
- h. caused by freezing during the usual heating season:
 - i. within a heated portion of your dwelling, if you have been away from your premises 8 or more consecutive days; but you will still be insured if:
 - a. you used reasonable care to maintain heat in the building; or
 - b. shut off and drained the water system and domestic water containers;
 - ii. within an unheated portion of your dwelling.

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;

- 41. or expenses, caused directly or indirectly, in whole or in part by any communicable disease regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage or expenses;
- 42. directly or indirectly caused by, contributed to by, resulting from or arising out of any cyber act or any cyber incident. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage except you are still insured for ensuing loss or damage caused directly by fire, explosion, smoke or water damage all as described in Perils Insured, and theft or attempted theft of property when such property is not otherwise excluded.

Basis of Claim Payment

We will pay for insured loss of or damage to the dwelling and detached private structures and personal property as described below up to your financial interest in the property, but not exceeding the applicable amount(s) of insurance for any loss or damage arising out of any one occurrence.

Amounts Not Reduced

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

Actual Cash Value

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

Deductible

A deductible applies as stated in the Certificate of Property Insurance. We are responsible only for the amount by which the loss or damage caused by an insured peril exceeds the amount of the deductible in any one occurrence.

If your claim involves personal property on which the Special Limits of Insurance apply, the limitations apply to losses exceeding the deductible amount.

Dwelling and Detached Private Structures

If you repair or replace the damaged or destroyed building with a building of the same occupancy constructed with materials of similar quality within a reasonable time after the damage, we will pay the cost of repairs or the Replacement Cost (whichever is less) without deduction for depreciation. If you do not repair or replace, we will pay the actual cash value of the damage on the date of occurrence, and you will not be eligible for By-law coverage.

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.

Insurance Under More Than One Policy

If you have insurance on specifically described property, this policy will be considered excess insurance and we will not pay any loss or claim until the amount of such other insurance is used up.

In all other cases, we will pay our rateable proportion of the loss or claim under this policy.

Personal Property

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

Conditions

The following conditions apply to the coverage provided by Section I of this policy.

Pair and Set

In the case of loss or damage to any article(s) which is (are) part of a set the measure of loss of or damage to such article(s) will be a reasonable and fair proportion of the total value of the set, but in no event will such loss or damage be construed to mean total loss of the set.

Parts

In the case of loss or damage to any part of the insured property 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.

Permissions Granted

You have our permission under the terms and conditions of this policy to:

- a. make alterations, additions and repairs to the dwelling building that you occupy. (You may, however, need to request an increase in your Limits of Insurance.)
- b. keep and use reasonable and normal quantities of fuel oil, L.P.G. gasoline, benzene, naphtha or other similar materials

Statutory Conditions

All of the conditions set out under the title Statutory Conditions apply with respect to all of the loss or damage covered by this policy of insurance under Section I except that these conditions may be modified or supplemented by the provisions of the said Section I or by forms or endorsements which modify Section I.

Subrogation

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

If such action on our part does not fully indemnify both you and us, the amount that we recover will be divided between you and us in the proportions in which the loss or damage has been borne by each of us, respectively. The amounts so available for distribution shall be net of the costs of effecting the recovery.

Section II – Definitions

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

"Business or Business Pursuit" means any continuous, regular, or occasional activity of any kind undertaken for financial gain, and includes a trade, profession, or occupation. However, the following business uses by you are permitted without being stated on the Certificate of Property Insurance:

the rental of your residence to others for no more than 30 days during a single policy term

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

"Computer system" in this Section has the same meaning as in Section I.

"Cyber act" in this Section has the same meaning as in Section I.

"Cyber incident" in this Section has the same meaning as in Section I.

"Dwelling" in this Section has the same meaning as in Section I.

"Insured" in this Section has the same meanings as in Section I. In addition, we will insure:

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

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

"Malware or Similar Mechanism" in this Section has the same meaning as in Section I.

"Named Insured" in this Section has the same meaning as in Section I.

"Premises" means the premises specifically described on the Certificate of Property Insurance.

"Property Damage" means:

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

Tangible property does not include electronic data.

"Residence Employee" in this Section has the same meaning as "Residence Employee" in Section I.

"You" or **"your"** in this Section refer to the Insured.

"We" or **"us"** in this Section have the same meanings as in Section I.

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

Section II – Insurance of Your Liability To Others

Coverages

This insurance applies to accidents or occurrences which take place during the period this policy is in force;

Coverage E – Your Premises Liability Protection

This is the part of the policy you look to for protection if you are sued.

We will pay all sums which you become legally liable to pay as compensatory damages because of unintentional bodily injury or property damage arising out of your ownership, use or occupancy of the premises defined in Section II.

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

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

We do not insure claims made against you arising from:

1. liability you have assumed by contract unless your legal liability would have applied even if no contract had been in force, but we do insure claims made against you for the legal liability of other persons in relation to your premises that you have assumed under a written contract;
2. damage to property you own, use, occupy, lease, rent or in your care, custody or control; property damage to premises you sell, give away or abandon;
3. damage to personal property or fixtures as a result of work done on them by you or anyone on your behalf;
4. bodily injury to you or to any person residing in your household other than a residence employee;
5. the personal actions of a named insured who does not reside on the premises described on the Certificate of Property Insurance;
6. liability arising out of premises, other than as herein before defined.

There are other exclusions that apply to all Coverages under Section II. Please refer to "Exclusions – Section II".

Defence, Settlement Supplementary Payments

If a claim is made against you 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 if we decide this is appropriate. We will pay only for the legal counsel we select.

We will also 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 limit 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 limit of insurance, but we are not obligated to apply for or provide these bonds;
5. expenses which you have incurred for emergency medical or surgical treatment to others following an accident or occurrence insured by this form;
6. reasonable expenses, including actual loss of income up to \$100 per day, which you incur at our request.

Action Against Us

No suit may be brought against us:

1. until you have fully complied with all the terms of this Coverage, nor until the amount of your obligation to pay has been finally determined, either by a judgment against you or by an agreement which has our consent;

Section II – Insurance of Your Liability To Others

- more than one year (two years in the Yukon Territories and the Provinces of Ontario and Manitoba) 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.

Unauthorized Settlements

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

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.

The amount of insurance shown on the Certificate of Property Insurance is the maximum amount we will pay for each person in respect of one accident or occurrence.

We will not pay:

- expenses covered by any medical, dental, surgical or hospitalization plan or law, or under any other insurance contract;
- your medical expenses or those of persons residing with you, other than residence employees;
- medical expenses of any person covered by any Workers' Compensation Statute;
- medical expenses of any person that arise from the construction or renovation activities being performed on your dwelling or detached private structure.

There are other exclusions that apply to all Coverages under Section II. Please refer to "Exclusions – 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:
 - your name and policy number;
 - the time, place, and circumstances of the accident;
 - the names and addresses of witnesses and potential claimants.
- If requested by us, you must arrange for the injured person(s) to:
 - give us written proof of claim as soon as possible, under oath if required;
 - submit to physical examination at our expense by doctors we select as often as we may reasonably require;
 - authorize us to obtain medical and other records.

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

No suit may be brought against us until you have fully complied with all the terms of this Coverage.

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 an Insured, 12 years of age or under.

We do not insure:

- damage to property owned or rented by an insured or an insured's tenant;
- damage to property which is insured under Section I;
- claims resulting from the loss of use, disappearance, or theft of property.
- damage to property occurring on the premises arising from the construction or renovation activities being performed on your dwelling or detached private structure.

There are other exclusions that apply to all Coverages under Section II. Please refer to "Exclusions – Section II".

Basis of Payment

We will pay whichever is the lower amount of:

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

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.

- You must give us a written proof of claim as soon as possible, under oath if required, containing the following information:
 - the date, time, place and circumstances of the accident or occurrence;
 - the interest of all persons in the property affected.
- If requested by us, you must help us to verify the damage.

No suit may be brought against us until:

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

Coverage H – Voluntary Compensation for Residence Employees

This coverage is automatically provided for all your occasional residence employees. It will be extended to your permanent residence employees if so, stated on the Certificate of Property Insurance.

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

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

A residence employee or anyone acting on their 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.

- When an accident occurs, you must promptly give us notice (in writing if requested by us). The notice must include:
 - the identity of the residence employee and the date, time, place, and circumstances of the accident;
 - names and addresses of witnesses.
- If requested by us, you must arrange for the injured residence employee to:
 - submit to physical examination at our expense by doctors we select as often as we may reasonably require;
 - authorize us to obtain medical and other records.

Section II – Insurance of Your Liability To Others

We will not pay benefits:

1. unless your employee was actually performing duties for you when the accident happened;
2. for any hernia injury;
3. for injury occurring on the premises arising from the construction or renovation activities being performed on your dwelling or detached private structure.

Schedule of Benefits

1. Loss of Life

If your residence employee dies from injuries received in the accident within the following 26 weeks, we will pay a total of 100 times the weekly indemnity to those wholly dependent upon him or her. If there is more than one dependent the amount will be divided equally among them. This payment is in addition to any benefit for Temporary Total Disability paid up to the date of death.

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 7 days unless the disability lasts for 6 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 100 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 100 weeks in total even if the accident results in loss from more than one item.

For Loss of	Number of Weeks
A. One or more of the following:	
Hand	100
Arm	100
Foot	100
Leg	100
B. One finger or toe or	25
More than one finger or toe	50
C. One eye or	50
Both eyes	100
D. Hearing of one ear or	25
Hearing of both ears	100

5. Medical Expenses

If as a result of the accident your residence employee incurs medical expenses 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.

Loss Assessment Coverage (Condominium Unit Owner)

We will pay for your share of special assessments if:

- a. the assessment(s) are valid under the Condominium Corporation's governing rules; and
- b. the assessment(s) are made necessary by occurrence(s) to which this Section of the policy applies.

We will not pay more than \$25,000 for that part of an assessment made necessary by a deductible in the insurance policy of the Condominium Corporation.

Special Limitations

Watercraft and Motorized Vehicles you Own

We will pay all sums which you become legally liable to pay as compensatory damages because of unintentional bodily injury or property damage arising out of your ownership, use or operation of:

Watercraft You Own

1. watercraft, including their attachments, equipped with any type of motor of not more than 38 kW (50 H.P.), other than personal watercraft powered by a jet-pump propulsion system;
2. non-motorized watercraft, including their attachments, not more than 8 metres (26 feet) in length

Any other watercraft is insured only if liability coverage for it is shown on the Certificate of Property Insurance. If the watercraft or motor with which it is equipped, other than personal watercraft powered by a jet-pump propulsion system, is acquired after the effective date of this policy, you will be insured automatically for a period of 30 days only from the date of acquisition, or until expiry of the policy, whichever comes first;

Motorized Vehicles You Own

1. self-propelled lawn mowers, snow blowers, garden tractors of not more than 19 kW (25 H.P.);
2. motorized golf carts while in use on a golf course;
3. motorized wheelchairs, including motorized scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability.
4. e-bikes

Section II – Insurance of Your Liability To Others

Territorial Limits – Watercraft and Motorized Vehicles You Own

You are covered for incidents occurring in Canada, the United States of America and on a vessel travelling between the ports of those countries.

Exclusions – Section II

We do not insure claims:

1. caused directly or indirectly by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
2. 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. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable, or contrary to statute, the remainder shall remain in full force and effect. This exclusion does not apply to ensuing loss or damage which directly results from fire or explosion of natural, coal or manufactured gas;
3. arising from
 - a. 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 coal, natural or manufactured gas; or
 - b. contamination by radioactive material;This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
4. arising from business pursuits or any business use of the premises except as provided under "business and business property" in Section II or specified on the Certificate of Property Insurance;
5. arising from the rendering or failure to render any professional service;
6. arising from bodily injury or property damage caused by any intentional or criminal act or failure to act by:
 - a. any person insured by this policy; or
 - b. any other person at the direction of any person insured by this policy;
7. arising from the ownership, use or operation of:
 - a. any aircraft;
 - b. premises used as an airport or landing facility; and all activities related to either;
8. arising from the ownership, use or operation of any watercraft, motorized vehicle, or trailer except as provided under "Watercraft and Motorized Vehicles You Own" in Section II;
9. arising from the ownership, use or operation of any trailer
10. arising from any communicable disease;
11. arising from:
 - a. sexual, physical, psychological, or emotional abuse, molestation, or harassment, including corporal punishment by, at the direction of, or with the knowledge of any person insured by this policy; or
 - b. failure of any person insured by this policy to take steps to prevent sexual, physical, psychological, or emotional abuse, molestation or harassment or corporal punishment;
12. arising from the distribution or display of data via a website, the internet, intranet or similar device or system designed or intended for electronic communication of data;
13. arising from liability imposed upon or assumed by you under any workers' compensation statute;
14. for punitive or exemplary damages, meaning that part of any award by a court which is in excess of compensatory damages and is stated or intended to be a punishment to you;
15. caused by rust or corrosion, wet or dry rot, or fungi or spores;
16. for bodily injury or property damage directly or indirectly, whole or in part, caused by, contributed to by, resulting from or arising out of any cyber act or any cyber incident. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the bodily injury or property damage.
17. against a Family Trust, Company or Estate, its Trustees and/or Beneficiaries, unless arising out of the ownership, use and maintenance of the premises defined in Section II.

Conditions

1. Notwithstanding any other similar clause in this policy or any other policy, if any other insurance applies to a loss, or would have applied if this policy did not exist, this policy will be considered excess insurance and we will not pay any loss until the amount of such other insurance is used up.
2. Statutory Conditions Misrepresentation, Change of Interest, Material Change, Termination and Notice incorporated in this policy apply as conditions to all Coverages under Section II.
3. Only losses that occur within the policy term shown on the Certificate of Property Insurance will be covered under this policy. There will be no coverage for any loss that occurred or was in progress prior to the policy period inception date or after the policy period expiry date shown on the Certificate of Property Insurance.

Broad Homeowners Secondary Policy

The policy consists of these wordings, the Certificate of Property Insurance which contains information that is unique to your insurance policy and other forms that may need to be attached to complete your package coverage. Together, these represent the legal contract of indemnity that exists between you and us. This policy contains various exclusions and limitations which eliminate or restrict coverage. Please read it carefully.

Insuring 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.

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

The Certificate of Property Insurance summarizes the Insurance coverage you have selected and the premiums, limits, amounts and deductibles that apply to them. Among other things, the Certificate of Property Insurance also identifies the policyholder, the policy term and any Endorsements that apply to your Insurance Coverage.

Only losses that occur within the policy term shown on the Certificate of Property Insurance will be covered under this policy. There will be no coverage for any loss that occurred or was in progress prior to the policy period inception date or after the policy period expiry date shown on the Certificate of Property Insurance.

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

If during the term of this policy we change the insurance of the kind provided by this policy to provide more coverage at no additional cost, you will automatically benefit from that change at no increase in premium.

This form consists of three sections:

Section I describes the insurance on your property. It also includes additional living expenses and/or fair rental value in certain circumstances.

Section II describes the insurance for your legal liability for bodily injury to others or damage to property of others arising out of your premises or your personal actions. It also includes benefits following injury and damage to property of others in certain other circumstances.

Section III describes the Optional Coverages you have purchased for an additional premium.

Section I – Definitions

"Actual Cash Value" means various factors shall be considered in the determination of actual cash value. Such factors shall include but are not 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 loss or damage, the resale value, the normal life expectancy of the property and obsolescence.

"Business or Business Pursuit" means any continuous, regular, or occasional activity of any kind undertaken for financial gain, and includes a trade, profession, or occupation. However, the following business uses by you are permitted without being stated on the Certificate of Property Insurance:

The rental of your residence to others for no more than 30 days during a single policy term;

"Business Property" means property of any description related to a business pursuit conducted on the premises or elsewhere.

"Cash Cards" means cards designed to store a cash value by electronic means for use as a mode of payment, without a personal identification number and without direct access to a bank or other account.

"Civil Authority" means any person acting under the authority of 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.

"Collectible Personal Property" means property of rare, unique or novel personal interest, whether worn or not, or used by the Insured or not, such as, but not limited to, books, dolls, memorabilia, comic books, and sports cards.

"Computer system" means any computer, hardware, software, communications system, electronic device (including but not limited to smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

"Cyber act" means an unauthorized, malicious, or criminal act or series of related unauthorized, malicious, or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any computer system. It also includes malware or similar mechanism.

"Cyber incident" means:

1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any computer system; or
2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any computer system.

Cyber incident includes malware or similar mechanism.

"Data" means information, facts, concepts, code, or any other information of any kind:

1. that is recorded or transmitted in a form to be used, accessed, processed, transmitted, or stored by a computer system including programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment; or
2. that is used for records, including but not limited to books of account, drawing or card index systems.

"Data Problem" means:

1. erasure, destruction, corruption, misappropriation, misinterpretation of data;
2. error in creating, amending, deleting or using data; or
3. inability to access, receive, transmit or use data.

"Data Recovery" means services performed by a professional for the process of salvaging electronic data from damaged hard drive(s) installed in your personal computer.

"Data Recreation" means services performed by a professional to manually recreate electronic data stored on damaged hard drive(s) installed in your personal computer but does not include the value of electronic data even if such electronic data cannot be recreated.

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

"Dwelling" means the Building described in the Certificate of Property Insurance, wholly or partially occupied by you as a private residence.

"Electric Vehicle Supply Equipment (EVSE)" means an electric vehicle charging station that supplies recharging of plug-in private passenger electric vehicles and private passenger plug-in hybrid vehicles and, where required, has been installed by a qualified electrician and meets provincial installation requirements and is located on your premises.

"e-bike (electric bike)" means a power assisted bicycle that meets the federal and provincial definitions of a power assisted bicycle and is incapable of attaining speeds higher than 32 km/h on level ground.

"Flood" means 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.

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

"Garden tractor" means a tractor of not more than 25hp used for cutting lawns, tilling gardens, and removing weeds. May also be used for snow removal. Does not include backhoes, front loaders, or similar equipment.

"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.

Section I – Definitions

"Ice Damming" means the build-up of ice and water on the roof, or within the eaves trough and downspout system, caused by repeated thawing and freezing of ice and snow within the eaves trough and downspout system.

"Insured" means the Named Insured and, while living in the same household:

1. the Named Insured's spouse;
2. the relatives of either; and
3. any person under the age of 21 in their care.

Only the person(s) named on the Certificate of Property Insurance may take legal action against us.

"Intangible Assets" means intangible assets including but not limited to non-fungible tokens (NFTs), other blockchain-based assets, digital collectibles, or digital art.

"Major Renovation(s)" means alterations or repairs to existing dwelling buildings or detached private structures where either a building permit is required, or any other permits are required by regulation. Including any alterations or repairs involving:

- a. site preparation;
- b. removal or weakening of any structural support, excluding foundations; or
- c. the opening of an exterior wall or roof component that extends beyond 48 consecutive hours.

The period of major renovation commences from the date the alterations or repairs are initiated and continues until such time as all interior fixtures are installed with all exterior finishes and finished carpentry completed.

If the premises is unoccupied during the period of major renovation, the dwelling building or detached private structure is considered under major renovation until the occupants have taken up residency even if the alterations or repairs have been substantially completed and the certificate of occupancy has been issued.

Examples of Major Renovations include but are not limited to:

- First floor addition or extension;
- Adding another floor;
- Adding a garage or replacing an existing garage (attached or detached)
- Removal of load-bearing walls;
- Opening an exterior wall;
- Kitchen, bathroom, basement renovations or any of the included Major Renovations that require any of the following:
 - Building permit is required or any other permits that are required by regulation;
 - Structural architect.

"Malware or Similar Mechanism" means any program code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with, or otherwise adversely affect computer programs, data files or operations (whether involving self-replication or not), including but not limited to 'virus', 'Trojan horses', 'worms', 'logic bombs' or 'denial of service attack'.

"Named Insured" means the person(s) named as Insured on the Certificate of Property Insurance.

"Premises" means the land contained within the lot lines on which the dwelling is situated.

"Reasonable Care" means measures customarily taken by a homeowner to ensure, to the best of their ability, that heating has been and will continue to be maintained. These measures include, but are not limited to, arranging for a competent person to regularly check your dwelling, regularly monitoring the heat in your dwelling by way of a remote system, ensuring the heating system is operational and functioning prior to departure, ensuring all windows and doors are closed and secured, and ensuring the thermostat has been set to a temperature that is sufficient to prevent freezing of pipes.

"Renewable Energy Equipment" means permanently installed solar panels, wind turbines, rechargeable batteries, geothermal equipment, and their apparatus installed on your premises and, where required, which have been installed by a qualified electrician and meet provincial installation requirements, and are used for the generation, transmission, storage, or utilization of mechanical or electrical power, predominately for personal use, not otherwise insured.

"Residence Employee" means a person employed by you to perform duties in connection with the maintenance or use of the premises. This includes persons who perform household or domestic services or duties of a similar nature for you. This does not include contractors or sub-contractors. It also does not cover persons while performing duties in connection with your business.

"Specified Perils"

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

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. a falling object which strikes the exterior of the building;
6. impact by aircraft, watercraft, or land vehicle;
7. riot;
8. vandalism or malicious acts, not including loss or damage caused by theft or attempted theft;
9. water damage meaning damage caused by:
 - a. the sudden and accidental escape of water from a watermain;
 - b. the sudden and accidental escape of water or steam from within a plumbing, heating, sprinkler, air conditioning system or 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. However, such damage is not covered when the escape of water is caused by freezing;
 - d. water which enters your dwelling through an opening which has been created suddenly and accidentally by a peril not otherwise excluded;
 - e. the backing up or escape of water from an eavestrough or down spout, or by ice damming, provided the water has not entered through a basement or foundation wall;
10. windstorm or hail, including loss or damage caused by weight of ice, snow, or sleet. This peril does not include loss or damage to your personal property within a building, caused by windstorm, hail or coincidental rain damage unless the storm first creates an opening in the building;
11. transportation meaning loss or damage to your personal property, caused by collision, upset, overturn, derailment, stranding or sinking of any motorized vehicle or attached trailer in which the insured property is being carried. This would also apply to any conveyance of a common carrier but does not include loss or damage to property in a vacation or home trailer which you own. Watercraft, their furnishings, equipment, or motors are also not covered.

"Secured Storage Facility" means, a building designed specifically for storage that is locked and has 24-hour security monitoring.

Section I – Definitions

"**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**" means either of two persons who are married to each other or who have together entered into a marriage that is voidable or void, or either of two persons who are 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.

"**Surface Waters**" means water on the surface of the ground where water does not usually accumulate in ordinary watercourses, lakes, or ponds.

"**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.

"**Under Construction**" means construction of a new dwelling building or detached private structure. The period of time commencing from the date site preparation is initiated and continuing through demolition, excavation, laying of foundations and the assembly of components, concluding when the dwelling building/detached private structure is substantially completed and the certificate of occupancy has been issued.

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

1. all occupants have moved out with no intention of returning and no new occupant has taken up residence; or
2. in the case of a newly constructed dwelling, no occupant has yet taken up residence.

"**Virtual currency**" means a digital representation of value that functions as, including but not limited to, a medium of exchange, a unit of account, and/or a store of value. It includes, but not limited to, digital currency, crypto currency, any other type of electronic currency, or on-line peer-to-peer mediums of exchange.

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

"**We**", "**us**" or "**our**" means the company providing this insurance.

"**You**" or "**your**" refers to the Insured.

Section I – Property Coverages

The amounts of insurance are shown on the Certificate of Property Insurance.

Coverage A – Dwelling Building

We insure:

1. The principal dwelling and attached structures.
2. Permanently installed outdoor equipment on the premises.
3. Outdoor hot tub, 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 structures on the premises. We insure against the peril of theft, only when your dwelling is completed and ready to be occupied.
5. Renewable Energy Equipment for an amount not exceeding \$100,000 in total.
6. Electric Vehicle Supply Equipment as defined and owned by you.

Extensions of Coverage

Tear Out

If any walls, ceilings or other parts of insured buildings or structures must be torn apart before water damage coverage 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 to outdoor swimming pools, public watermains or sewers is not insured.

Building Fixtures and Fittings

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

Building fixtures and fittings normally kept at another location you own or rent is not covered.

Outdoor Trees, Plants, Shrubs and Lawns

You may apply up to 5% in total of the amount of insurance on your dwelling to trees, plants, shrubs, and lawns on your premises, other than cannabis plants. We will not pay more than \$1,000 for any one tree, plant or shrub including debris removal expenses. We will not pay more than \$1,000 for grass including debris removal expenses.

We insure these items against loss caused by fire, theft, lightning, explosion, impact by aircraft, watercraft, or land vehicle, riot, vandalism, and malicious acts. We do not insure items or lawns grown for commercial purposes.

Coverage B – Detached Private Structures

We insure structures or buildings on your premises separated from the dwelling by a clear space 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 private detached structures.

Coverage C – Personal Property

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

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

We do not insure loss or damage to:

- a. motorized vehicles or their equipment (except for lawn mowers, other gardening equipment, garden tractors, snow blowers, wheelchairs, scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability, electric personal mobility assistive devices, watercraft other than personal watercraft powered by a jet- pump propulsion system, e-bikes, and golf carts);
- b. camper units, truck caps, trailers, or their equipment;
- c. aircraft or their equipment, except for drones which are less than the federally regulated maximum weight permitted to be operated without valid licensing.

Equipment includes audio, visual, recording, or transmitting equipment powered by the electrical system of a motor vehicle or aircraft. It also includes automobile keys, automobile transponders, and frequency-operated keys. Equipment does not include spare automobile parts.

2. We insure your personal property up to 20% in total of Coverage C or \$2,500 whichever is greater, while it is temporarily away from your premises, anywhere in the world. However, personal property normally kept at any other location you own, or rent is not insured.

If you wish, we will include uninsured personal property belonging to others while it is in your possession or belonging to a residence employee travelling for or with you.

Section I – Property Coverages

Personal property stored in a secured storage facility is insured for a period of 30 days only, from the date the property was first stored. We will continue coverage beyond that period for the peril of theft only. The period of 30 days does not apply to personal property in storage as a result of a covered loss.

Extensions of Coverage

Moving to Another Home

We insure your personal property while in transit to and at another location within Canada which is to be occupied by you as your residence. Coverage applies for 30 consecutive days commencing on the date personal property is removed from your secondary residence, but not beyond the date the policy expires or is terminated. This coverage does not increase the amounts of insurance.

Special Limits of Insurance

We insure:

1. Books, tools, and instruments pertaining to a business, profession, or occupation but only while on your premises for an amount up to \$7,500 in total, not otherwise insured. Other property used for business is not insured, including samples and goods held for sale.
2. Securities up to \$5,000 in total.
3. Money including cash cards or bullion, but not including virtual currency, up to \$500 in total.
4. Garden tractors and snow removal equipment including attachments and accessories up to \$10,000 in total.
5. Watercraft, their trailers, furnishings, equipment, accessories, and motors up to \$2,500 in total, but we do not insure personal watercraft powered by a jet-pump propulsion system.
6. Spare automobile parts up to \$250 for any one item, \$1,000 in total.
7. Animals, birds, or fish up to \$2,500 in total.
8. We insure your Personal Property while contained in a safety deposit box in a Bank or Trust Company, up to \$10,000 in total.
9. Golf carts up to \$5,000 in total.
10. Cannabis for personal use in all consumable forms and cannabis plants, except for medicinal use, up to \$500 in total.

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

11. Luggage, pet carriers, and handbags including, but not limited to, purses, wallets, totes, clutches, carrier bags, and other items of a similar nature, up to \$15,000 in total.
12. Jewellery, watches, gems, fur garments and garments trimmed with fur up to \$6,000 in total.
13. Numismatic property (such as coin collections) up to \$500 in total.
14. Manuscripts, stamps, and philatelic property, (such as stamp collections) up to \$2,000 in total.
15. Each bicycle, tricycle, unicycle or e-bike and its equipment and accessories up to \$1,000 each.
16. Collectible Personal Property up to \$5,000 per loss.
17. Golfing equipment and accessories, except golf carts, up to \$3,000 in total, while the golfing equipment is away from your premises.
18. Works of art, such as paintings, photographs, drawings etchings, prints and lithographs, including their frames, sculptures, statuary and antiques, and hand-made rugs and tapestries up to \$10,000 in total.
19. We insure your wine or spirits on the premises, for replacement cost against all risk of direct physical loss or damage subject to the terms and conditions of this form, for an amount up to \$5,000 in total.

Coverage D – Additional Living Expense

The amount of insurance for Coverage D 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.

1. **Additional Living Expense.** If, as a result of damage by a peril not otherwise excluded your dwelling is 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 a peril not otherwise excluded makes that part of the dwelling or detached private structures rented to others or held for rental by you unfit for occupancy, we insure its Fair Rental Value. Payment shall be for the reasonable time required to repair or replace that part of the dwelling or detached private structures rented or held for rental. Fair Rental Value shall not include any expense that does not continue while that part of the dwelling or detached private structures rented or held for rental is unfit for occupancy. Fair Rental Value does not apply when a peril not otherwise excluded results from the dwelling or detached private structure being under construction or under major renovation.
3. **Prohibited Access.** If a civil authority prohibits access to your dwelling:
 - a. as a direct result of damage to neighbouring premises by a peril not otherwise excluded under this form, we insure any resulting Additional Living Expense and Fair Rental Value loss for a period not exceeding 2 weeks; or
 - b. by order for mass evacuation as a direct result of a sudden and accidental event within Canada or the United States of America, we insure any resulting necessary and reasonable increase in living expense to a maximum of \$2,500 incurred by you for the period access is prohibited, not exceeding 2 weeks from the date of the order of evacuation. This coverage for mass evacuation is not subject to a deductible.

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

- i. flood;
- ii. earthquake, unless the earthquake peril has been added to this policy by endorsement;
- iii. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military power;
- iv. terrorism or 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 such loss or damage;
- v. 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;
- vi. contamination by radioactive material;
- vii. any communicable disease;
- viii. any cyber act

This coverage does not increase the amounts of Insurance for Coverage D, Additional Living Expense.

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

Special Coverage Features

In addition to the insurance provided by the Property Coverages, your policy provides these Special Coverage Features, subject to the terms and conditions set out.

Section I – Property Coverages

By-Laws Coverage

The Insurance provided by Coverages A and B under Section I of this policy is, without increasing the amount of insurance, extended for an amount not exceeding the limit specified for the By-Laws Form as stated on the Certificate of Property Insurance, to provide the following coverage at the location specified and only as a result of an insured peril:

1. loss occasioned by the demolition of any undamaged portion of the buildings or structures, or
2. the cost of demolishing, and clearing the site of any undamaged portion of the buildings or structures, or
3. any increase in the cost of repairing, replacing, constructing, or reconstructing the buildings or structures 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 by-law, regulation, ordinance, or law which:

1. regulates zoning or the demolition, repair or reconstruction of damaged buildings or structures; and
2. is in force at the time of such loss or damage.

You are not insured against:

1. the enforcement of any by-law, regulation, ordinance, or law which prohibits the Insured from rebuilding or repairing on the same site or an adjacent site or prohibits continuance of like occupancy;
2. the enforcement of any by-law, regulation, ordinance, or law which could apply in absence of a loss.
3. making good faulty workmanship, material or design;
4. the additional cost to comply with any by-law, regulation, ordinance, or law unless your dwelling or detached structure are repaired, rebuilt or replaced on the same site.

The deductible applies to this Coverage Feature.

Credit Card, Automated Teller Card, Forgery and Counterfeit Money Coverage

We will pay for:

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

We do not cover loss caused by the use of your credit card or automated teller card by a resident of your household or by a person to whom the card has been entrusted.

We do not cover any loss resulting from your, or anyone acting on your authority, being induced by any dishonest act to voluntarily part with title to or possession of any money or property, including but not limited to, any loss resulting from a social engineering event.

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

This Coverage Feature is not subject to a deductible.

Debris Removal

We will pay the cost of removing from your premises the debris of property insured which results from loss or damage insured by this form.

If the amount payable for loss, including expense for debris removal, is greater than the amount of insurance an additional 5% of that amount will be available to cover debris removal expense.

The deductible applies to this Coverage Feature.

Fire Department Charges

We will reimburse you for fire department charges incurred for attending your premises to save or protect insured property from loss or damage or further loss or damage, insured against by this form.

This Coverage Feature is not subject to a deductible.

Frozen Food Protection

We will pay for loss or damage to food while contained in a freezer located on your premises caused by the accidental interruption of electrical power on or off the premises or by mechanical breakdown of the freezer. This coverage includes damage to the freezer when it is due to the insured food spoilage and also reasonable expenses incurred by you to save and preserve the food from spoilage while your freezer is being repaired.

We do not insure:

1. loss from spoilage caused by the operation of an electrical circuit breaker or fuse or by accidental or intentional disconnection of the power supply in the building containing the freezer;
2. expenses incurred in the acquisition of frozen food.

This Coverage Feature is not subject to a deductible.

Inflation Guard

We will increase the limits of insurance stated on the Certificate of Property Insurance for Coverages A, B C and D by amounts which are solely attributable to the inflation increase since the inception date of this policy, the latest renewal or anniversary date or from the date of the most recent change to the amounts of insurance shown on the Certificate of Property Insurance, whichever is the latest.

On renewal or anniversary date, we will automatically increase the amounts of insurance shown on the Certificate of Property Insurance under Section I by amounts which are solely attributable to the inflation increase since the inception date of this policy or the latest renewal or anniversary date.

Lock Replacement

If your exterior door keys are lost or stolen, your policy provides up to \$500 to re-key your locks or to replace them if it is not possible to re-key them. You must notify us within 72 hours of the discovery of the keys being lost or stolen.

This Coverage Feature is not subject to a deductible.

Mortgage Rate Protector

Should your dwelling be rendered a total loss by a peril not otherwise excluded your mortgagor may have the right to call in your mortgage loan, making it necessary for you to arrange a new loan. If your new mortgage loan bears a higher rate of interest than the old one, we will pay:

1. the extra cost of your loan repayments on the balance of your outstanding mortgage, calculated as the difference between the old and the new payment amounts, each month until the maturity date of the original mortgage agreement; and
2. legal fees you incurred to obtain the new mortgage, but we will not pay for other costs such as judgments or service charges.

The payments provided by this Feature:

- a. are in addition to the amount of insurance shown for Coverage A on the Certificate of Property Insurance.; and
- b. will cease on the date you relinquish title to or your interest in your dwelling.

Section I – Property Coverages

Where found in this Feature, the words "total loss" means that the total cost of insured loss or damage equals or exceeds the amount shown for Coverage A on the Certificate of Property Insurance.

This Coverage Feature is not subject to a deductible.

Personal Records Stored in a Personal Computer

We will pay for data recovery of personal records lost because of a peril not otherwise excluded. To the extent that data recovery of personal records is not possible, we will pay for data recreation. Virtual currency, intangible assets and data pertaining to business or business pursuits are not covered.

Coverage under this feature is limited to a maximum of \$3,000. The deductible applies to this Coverage Feature.

Property Removed

If you must remove insured property from your premises to protect it from loss or damage that is covered by this policy, it is insured by this form for 90 consecutive 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 insured property at the time of loss. The deductible applies to this Coverage Feature.

Reward Coverage

We will pay up to \$1,000 to any individual or organization for information leading to the arrest and conviction of any person(s) who robs from any person insured under this policy or steals, vandalizes, burglarizes, or commits arson to any insured property. Regardless of the number of persons providing information, payment will not exceed \$1,000 in total. This Coverage Feature is not subject to a deductible.

Notice to Authorities

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

Insured Perils - Coverage C

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

1. Fire or lightning.
2. Explosion. This peril does not include water hammer.
3. Smoke. This peril means smoke due to a sudden, unusual 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 a building.
5. Impact by aircraft, watercraft or land vehicle. Animals are not insured under this peril.
6. Riot.
7. Vandalism and malicious acts. This peril does not include loss or damage caused by theft or attempted theft.
8. Water damage. This peril means loss or damage caused by water as defined in Specified Perils.
9. Windstorm or hail. This peril does not include loss or damage to your personal property within a building, caused by windstorm, hail or coincidental rain damage unless the storm first creates an opening in the building. Except as provided under Insured Peril "Building Collapse", this peril does not include loss or damage due to:
 - a. weight, pressure or melting of ice or snow; or
 - b. waves or floods; whether driven by wind or not.
10. Transportation. This peril means loss or damage to your personal property while it is temporarily removed from your premises caused by collision, upset, overturn, derailment, stranding or sinking of any automobile or attached trailer in which the insured property is being carried. This would also apply to any conveyance of a common carrier.

This peril does not include loss or damage to:

 - a. property in a vacation or home trailer which you own;
 - b. any watercraft, their furnishings, equipment or motors.
11. Theft, including damage caused by attempted theft.

This peril does not include loss or damage:

 - a. which happens at any other dwelling which you own, rent or occupy, except while you are temporarily living there;
 - b. from the part of the dwelling rented to others caused by theft or attempted theft by any tenant, tenant's guest, tenant's employee or member of the tenant's household;
 - c. to animals, birds or fish.
12. Building collapse. This peril means loss or damage arising from the collapse of part or all of your dwelling building, including collapse caused by the weight of ice, snow or sleet.

This peril does not include loss or damage resulting from building collapse caused by:

 - a. settling, expansion, contraction, moving, bulging, buckling or cracking; or
 - b. flood, surface water, spray, storm surge, waves, tides, tidal waves, ice or water-borne objects, whether driven by wind or not.
13. Electricity. This peril means sudden and accidental damage from artificially generated electrical current.
14. Fuel oil escape. This peril means damage to your personal property from fuel oil caused by the bursting or overflowing of a domestic fixed fuel oil tank, apparatus or pipes.
15. Damage caused by bears.

Exclusions – Section I

Property not insured:

1. buildings or structures used in whole or in part for business or farming purposes;
2. retaining walls, unless the damage is caused by fire, lightning, impact by watercraft, land vehicle or aircraft, vandalism, and malicious acts;
3. sporting equipment where the loss or damage is due to its use;
4. animals, birds, or fish unless the loss or damage is caused by a Specified Peril, other than impact by aircraft, watercraft, or land vehicle;
5. property at any fairground, exhibition, or exposition for the purpose of exhibition or sale;
6. any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
7. any property illegally acquired, used, kept, stored, imported, or transported or any property subject to forfeiture;
8. evidences of debt or title;
9. loss or damage to wine or spirits caused directly or indirectly by

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- a. breakage
- b. spoilage
- 10. virtual currency;
- 11. intangible assets;
- 12. Buildings or structures or personal property contained in them, 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, except as allowed by law.

Loss or damage not insured:

- 13. scratching, abrasion or chipping of any personal property or breakage of any fragile or brittle articles unless caused by a Specified Peril, accident to a land vehicle, watercraft or aircraft, or theft or attempted theft;
- 14. wear and tear, deterioration, defect, or mechanical breakdown;
- 15. inherent vice or latent defect;
- 16. the cost of making good:
 - a. faulty or improper material;
 - b. faulty or improper workmanship; or
 - c. faulty or improper design.

This exclusion does not apply to loss or damage caused directly by a resultant peril not otherwise excluded in this form.

- 17. a. data; or
 - b. loss or damage caused directly or indirectly by a data problem. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage except you are still insured for ensuing loss or damage caused directly by fire, explosion, smoke, or water damage, all as described Specified Perils.
- 18. loss involving virtual currency or intangible assets of any kind, by whatever name known, whether actual or fictitious.

Nor do we insure loss or damage:

- 19. caused by rust or corrosion, wet or dry rot, or fungi or spores;
- 20. resulting directly from settling, expansion, contraction, moving, bulging, buckling, or cracking except resulting damage to building glass;
- 21. occurring after your dwelling has, to your knowledge, been vacant for more than 30 consecutive days;
- 22. caused directly or indirectly by:
 - a. 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 coal, natural or manufactured gas; or
 - b. contamination by radioactive material;

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.
- 23. caused directly or indirectly by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.
- 24. 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". This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable, or contrary to statute, the remainder shall remain in full force and effect. This exclusion does not apply to ensuing loss or damage which directly results from fire or explosion of natural, coal or manufactured gas;
- 25. resulting from an intentional or criminal act or failure to act by:
 - a. any person insured by this policy;
 - b. any other person at the direction of any person insured by this policy; or
 - c. any tenant, tenants' guests, boarder or employee, or any member of the tenants' household;
- (1) This exclusion applies only to the claim of a person:
 - i. whose act or omission caused the 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 loss or damage
- (2) A 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 reasonable place and time designated by us.
 - ii. cannot recover more than their proportionate interest in the lost or damage property.
- 26. from the part of the dwelling rented to others caused by theft or attempted theft by any tenant, tenant's employee, or member of the tenant's household;
- 27. arising directly or indirectly from the growing, manufacturing, processing, storing, possession, or distribution by anyone of any drug, narcotic or illegal substances or items of any kind. This includes any alteration of the premises to facilitate such activity, whether or not you have any knowledge of such activity. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
- 28. to personal property undergoing any process involving the application of heat, or while being worked on, where the damage results from such process or work, but resulting damage to other property is insured;
- 29. caused by animals owned by you or in your care, custody, or control;
- 30. caused by birds, vermin, skunks, rodents, (other than raccoons and squirrels), bats or insects, except loss or damage to building glass;
- 31. caused by smoke from agricultural smudging or industrial operations;
- 32. caused directly or indirectly by snowslide, earthquake, landslide, mudflow, or any other earth movement. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage except you are still insured for ensuing loss or damage which directly results from fire or explosion;

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33. caused by vandalism or malicious acts or glass breakage occurring while your dwelling or detached private structure is under construction, under major renovation, or vacant even if permission for construction or vacancy has been given by us;
34. resulting from a change in ownership of property that is agreed to even if that change was brought about by trickery or fraud;
35. caused by or resulting from contamination or pollution, or the release, discharge or dispersal of contaminants or pollutants, unless the loss or damage resulted from the sudden and accidental bursting or overflowing of your domestic fixed fuel oil tank, apparatus, or pipes;

We do not insure loss or damage:

- a. to sewers;
 - b. caused by continuous or repeated leakage or seepage;
 - c. occurring while the dwelling or detached private structure is under construction, under major renovation, or vacant, even if we have given permission for construction or vacancy;
36. caused by theft or attempted theft of property in or from a dwelling or detached private structure under construction or under major renovation, or of materials and supplies for use in the construction or renovation, until the dwelling or detached private structure is substantially completed and the certificate of occupancy has been issued;
 37. to an outdoor hot tub, outdoor swimming pool or equipment attached to a public watermain, caused by water escape, rupture or freezing;
 38. caused directly or indirectly by continuous or repeated seepage or leakage of water. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
 39. caused directly or indirectly by flood, surface water, spray, storm surge, ice, or waterborne objects, all whether driven by wind or not. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, unless the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached;
 40. caused directly or indirectly by water except as defined in Specified Perils; but we do not insure loss or damage:
 - a. caused by the backing up or escape of water from a sewer, sump or septic tank, retention tank, French drain, or water leader;
 - b. caused by ground water or rising of the water table;
 - c. caused by surface waters;
 - d. to a watermain;
 - e. to a system or domestic water container from which the water escaped;
 - f. caused by shoreline ice build-up or by water-borne ice or other objects, all whether driven by wind or not;
 - g. occurring while the dwelling or detached private structure is under construction, under major renovation, or vacant even if we have given permission for construction, major renovation, or vacancy;
 - h. caused by freezing during the usual heating season:
 - i. within a heated portion of your dwelling, if you have been away from your premises 8 or more consecutive days; but you will still be insured if:
 - a. you used reasonable care to maintain heat in the building; or
 - b. shut off and drained the water system and domestic water containers;
 - ii. within an unheated portion of your dwelling.

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

41. or expenses, caused directly or indirectly, in whole or in part by any communicable disease regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage or expenses;
42. directly or indirectly caused by, contributed to by, resulting from or arising out of any cyber act or any cyber incident. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage except you are still insured for ensuing loss or damage caused directly by fire, explosion, smoke, or water damage all as described in Specified Perils, and theft or attempted theft of property when such property is not otherwise excluded.

Basis of Claim Payment

We will pay for insured loss of or damage to the dwelling and detached private structures and personal property as described below up to your financial interest in the property, but not exceeding the applicable amount(s) of insurance for any loss or damage arising out of any one occurrence.

Amounts Not Reduced

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

Actual Cash Value

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

Deductible

We are responsible only for the amount by which the loss or damage covered by this policy of insurance exceeds the amount of the deductible shown on the Certificate of Property Insurance in any one occurrence.

If your claim involves personal property on which the Special Limits of Insurance apply, the limitations apply to losses exceeding the deductible amount.

Dwelling and Detached Private Structures

If you repair or replace the damaged or destroyed building with a building of the same occupancy constructed with materials of similar quality within a reasonable time after the damage, we will pay the cost of repairs or the Replacement Cost (whichever is less) without deduction for depreciation. If you do not repair or replace, we will pay the actual cash value of the damage on the date of occurrence, and you will not be eligible for By-law coverage.

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.

Guaranteed Replacement Cost on Dwelling Buildings

If Guaranteed Replacement cost is indicated in the Certificate of Property Insurance, we will pay the cost of repairs or replacement even if it is more than the amount of insurance for Coverage A, provided:

1. the amount of insurance for Coverage A shown on the Certificate of Property Insurance:
 - a. on the inception date of the policy; or
 - b. the most recent renewal date; or
 - c. the increased amount under the inflation protection coverage on the date the increase took effect was not less than 100% of the cost to replace the dwelling building, as determined by a valuation guide acceptable to us;
2. the amount of insurance applicable to Coverage A has not been reduced below the amount determined by the valuation guide; and

Section I – Property Coverages

3. you notified us within 30 days of the start of any major renovations; and
4. you repair or replace the damaged or destroyed building on the same location with a building of the same occupancy constructed with materials of similar quality within a reasonable time after the damage.

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

Insurance Under More Than One Policy

If you have insurance on specifically described property, this policy will be considered excess insurance and we will not pay any loss or claim until the amount of such other insurance is used up.

In all other cases, we will pay our rateable proportion of the loss or claim under this policy.

Personal Property

1. For electronic media we will pay the cost of reproduction 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, or the value of electronic media if such electronic media cannot be recreated.
2. For other records, including books of account, drawings, or card index systems, we will pay the cost of blank books, pages, cards, or other materials plus the cost of actually transcribing or copying the records.
3. We will pay on the basis of replacement cost for all other personal property except:
 - a. articles that cannot be replaced with new articles because of their inherent nature, including antiques, fine arts, paintings, and statuary;
 - b. articles for which their age or history substantially contributes to their value, such as memorabilia, souvenirs, and collector's items;
 - c. property that has not been maintained in good or workable condition;
 - d. property that is no longer used for its original purpose; for which we will pay only on the basis of actual cash value.

Replacement cost means the cost, on the date of the loss or damage, of the lower of:

1. repairing the property with materials of similar kind and quality; or
2. new articles of similar kind, quality, and usefulness; without any deduction for depreciation.

We will pay on the basis of replacement cost only if the property lost or damaged is repaired or replaced as soon as reasonably possible. Otherwise, we will pay on the basis of actual cash value.

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

For personal property described under "special limits of insurance" we will not pay more than the applicable limit under either the replacement cost or actual cash value basis.

Single Limit of Insurance

If:

1. a single event or occurrence results in loss or damage which is insured under more than one of Coverages A, B, C and D, and
2. Single Amount of Insurance appears on the Certificate of Property Insurance, and
3. the Guaranteed Replacement Cost on Dwelling Buildings provision does not apply, and
4. the dwelling or detached private structure is not under construction or under major renovation,

the amount of insurance available to cover such insured loss or damage will be the total of the individual amounts for Coverages A, B, C and D.

If the Guaranteed Replacement Cost on Dwelling Buildings provision applies to your claim under Coverage A, the maximum amount of insurance available for insured loss or damage under Coverages B, C and D will be the total of the individual amounts for those Coverages.

Additional Agreement

Property of Others

At the option of the Insurer, any loss may be paid to the Named Insured or adjusted with and paid to the owner of the Renewable Energy Equipment. For leased or rented Renewable Energy Equipment, notwithstanding any payment made by us to the owner of such equipment, the insured's right to dispute resolution available under any condition of this policy or applicable insurance legislation is unaffected.

Conditions

The following conditions apply to the coverage provided by Section I of this policy.

Pair and Set

In the case of loss or damage to any article(s) which is (are) part of a set the measure of loss of or damage to such article(s) will be a reasonable and fair proportion of the total value of the set, but in no event will such loss or damage be construed to mean total loss of the set.

Parts

In the case of loss or damage to any part of the insured property 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.

Permissions Granted

You have our permission under the terms and conditions of this policy to:

1. make alterations, additions, and repairs to the dwelling building that you occupy and your detached private structures. (You may, however, need to request an increase in your Limits of Insurance.) We must be notified within 30 days of the commencement of any major renovations.
2. store and use reasonable and normal quantities of fuel oil, gasoline, benzene, naphtha, or other similar materials.

Statutory Conditions

All of the conditions set out under the title Statutory Conditions apply with respect to all of the perils covered by this policy of insurance under Section I except that these conditions may be modified or supplemented by the provisions of the said Section I or by forms or endorsements which modify Section I.

Subrogation

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

If such action on our part does not fully indemnify both you and us, the amount that we recover will be divided between you and us in the proportions in which the loss or damage has been borne by each of us, respectively. The amounts so available for distribution shall be net of the costs of effecting the recovery.

Section II – Definitions

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

"Business or Business Pursuit" means any continuous, regular, or occasional activity of any kind undertaken for financial gain, and includes a trade, profession, or occupation. However, the following business uses by you are permitted without being stated on the Certificate of Property Insurance:

1. the rental of your residence to others for no more than 30 days during a single policy term

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

"Computer system" in this Section has the same meaning as in Section I.

"Cyber act" in this Section has the same meaning as in Section I.

"Cyber incident" in this Section has the same meaning as in Section I.

"Dwelling" in this Section has the same meaning as in Section I.

"Electric Vehicle Supply Equipment (EVSE)" in this Section has the same meaning as in Section I.

"Insured" in this Section has the same meanings as in Section I. In addition, we will insure:

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

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

"Malware or Similar Mechanism" in this Section has the same meaning as in Section I.

"Named Insured" in this Section has the same meaning as in Section I.

"Premises" means the premises specifically described on the Certificate of Property Insurance.

"Property Damage" means:

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

Tangible property does not include electronic data.

"Renewable Energy Equipment" means permanently installed solar panels, wind turbines, rechargeable batteries, geothermal equipment, and their apparatus installed on the land within the lot lines on which the dwelling building is situated and, where required, which have been installed by a qualified electrician and meet provincial installation requirements, and are used for the generation, transmission, storage, or utilization of mechanical or electrical power, predominately for personal use, not otherwise insured.

"Residence Employee" in this Section has the same meaning as "Residence Employee" in Section I.

"You" or **"your"** in this Section refer to the Insured.

"We" or **"us"** in this Section have the same meanings as in Section I.

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

Section II – Insurance of Your Liability To Others

Coverages

This insurance applies to accidents or occurrences which take place during the period this policy is in force;

Coverage E – Your Personal Liability Protection

This is the part of the policy you look to for protection if you are sued.

We will pay all sums which you become legally liable to pay as compensatory damages because of unintentional bodily injury or property damage arising out of your ownership, use or occupancy of the premises defined in Section II.

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

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

We do not insure claims made against you arising from:

1. liability you have assumed by contract unless your legal liability would have applied even if no contract had been in force, but we do insure claims made against you for the legal liability of other persons in relation to your premises that you have assumed under a written contract;
2. damage to property you own, use, occupy, lease, rent or in your care, custody or control; property damage to premises you sell, give away or abandon;
3. damage to personal property or fixtures as a result of work done on them by you or anyone on your behalf;
4. bodily injury to you or to any person residing in your household other than a residence employee;
5. the personal actions of a named insured who does not reside on the premises described on the Certificate of Property Insurance;
6. liability arising out of premises, other than as herein before defined.

There are other exclusions that apply to all Coverages under Section II. Please refer to "Exclusions – Section II".

Defence, Settlement Supplementary Payments

If a claim is made against you 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 if we decide this is appropriate. We will pay only for the legal counsel we select.

We will also 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 limit 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 limit of insurance, but we are not obligated to apply for or provide these bonds;
5. expenses which you have incurred for emergency medical or surgical treatment to others following an accident or occurrence insured by this form;
6. reasonable expenses, including actual loss of income up to \$100 per day, which you incur at our request.

Section II – Insurance of Your Liability To Others

Action Against Us

No suit may be brought against us:

1. until you have fully complied with all the terms of this Coverage, nor until the amount of your obligation to pay has been finally determined, either by a judgment against you or by an agreement which has our consent;
2. more than one year (two years in the Yukon Territories and the Provinces of Ontario and Manitoba) 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.

Unauthorized Settlements

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

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.

The amount of insurance shown on the Certificate of Property Insurance is the maximum amount we will pay for each person in respect of one accident or occurrence.

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. medical expenses of any person that arise from the construction or renovation activities being performed on your dwelling or detached private structure.

There are other exclusions that apply to all Coverages under Section II. Please refer to "Exclusions – Section II".

Notice of Accident or Occurrence

1. When an accident or occurrence takes place, you must promptly give us notice (in writing if required). The notice must include:
 - a. your name and policy number;
 - b. the time, place, and circumstances of the accident;
 - c. the names and addresses of witnesses and potential claimants.
2. If requested by us, you must arrange for the injured person(s) to:
 - a. give us written proof of claim as soon as possible, under oath if required;
 - b. submit to physical examination at our expense by doctors we select as often as we may reasonably require;
 - c. authorize us to obtain medical and other records.

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

No suit may be brought against us until you have fully complied with all the terms of this Coverage.

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 an Insured, 12 years of age or under.

We do not insure:

1. damage to property owned or rented by an insured or an insured's tenant;
2. damage to property which is insured under Section I;
3. claims resulting from the loss of use, disappearance, or theft of property.
4. damage to property occurring on the premises arising from the construction or renovation activities being performed on your dwelling or detached private structure.

There are other exclusions that apply to all Coverages under Section II. Please refer to "Exclusions – Section II".

Basis of Payment

We will pay whichever is the lower amount of:

1. what it would cost to repair or replace the property with materials of similar quality at the time of loss;
2. the amount of insurance shown on the Certificate of Property Insurance.

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.

1. You must give us a written proof of claim as soon as possible, under oath if required, containing the following information:
 - a. the date, time, place and circumstances of the accident or occurrence;
 - b. the interest of all persons in the property affected.
2. If requested by us, you must help us to verify the damage.

No suit may be brought against us until:

1. you have fully complied with all the terms of this Coverage;
2. 60 days after the written proof of claim has been filed with us.

Coverage H – Voluntary Compensation for Residence Employees

This coverage is automatically provided for all your occasional residence employees. It will be extended to your permanent residence employees if so, stated on the Certificate of Property Insurance.

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

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

A residence employee or anyone acting on their 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.

1. When an accident occurs, you must promptly give us notice (in writing if requested by us). 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:

Section II – Insurance of Your Liability To Others

- 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.

We will not pay benefits:

1. unless your employee was actually performing duties for you when the accident happened;
2. for any hernia injury;
3. for injury occurring on the premises arising from the construction or renovation activities being performed on your dwelling or detached private structure.

Schedule of Benefits

1. Loss of Life

If your residence employee dies from injuries received in the accident within the following 26 weeks, we will pay a total of 100 times the weekly indemnity to those wholly dependent upon him or her. If there is more than one dependent the amount will be divided equally among them. This payment is in addition to any benefit for Temporary Total Disability paid up to the date of death.

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 7 days unless the disability lasts for 6 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 100 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 100 weeks in total even if the accident results in loss from more than one item.

For Loss of	Number of Weeks
A. One or more of the following:	
Hand	100
Arm	100
Foot	100
Leg	100
B. One finger or toe or	25
More than one finger or toe	50
C. One eye or	50
Both eyes	100
D. Hearing of one ear or	25
Hearing of both ears	100

5. Medical Expenses

If as a result of the accident your residence employee incurs medical expenses 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.

Loss Assessment Coverage (Condominium Unit Owner)

We will pay for your share of special assessments if:

- b. the assessment(s) are valid under the Condominium Corporation's governing rules; and
- c. the assessment(s) are made necessary by occurrence(s) to which this Section of the policy applies.

We will not pay more than \$25,000 for that part of an assessment made necessary by a deductible in the insurance policy of the Condominium Corporation.

Special Limitations

Watercraft and Motorized Vehicles you Own

We will pay all sums which you become legally liable to pay as compensatory damages because of unintentional bodily injury or property damage arising out of your ownership, use or operation of:

Watercraft You Own

1. watercraft, including their attachments, equipped with any other type of motor of not more than 38 kW (50 H.P.), other than personal watercraft powered by a jet-pump propulsion system;
2. non-motorized watercraft, including their attachments, not more than 8 metres (26 feet) in length

Any other watercraft is insured only if liability coverage for it is shown on the Certificate of Property Insurance. If the watercraft or motor with which it is equipped, other than personal watercraft powered by a jet-pump propulsion system, is acquired after the effective date of this policy, you will be insured automatically for a period of 30 days only from the date of acquisition, or until expiry of the policy, whichever comes first;

Motorized Vehicles You Own

1. self-propelled lawn mowers, snow blowers, garden tractors of not more than 19 kW (25 H.P.);
2. motorized golf carts while in use on a golf course;
3. motorized wheelchairs, including motorized scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability.

Section II – Insurance of Your Liability To Others

4. e-bikes

Territorial Limits – Watercraft and Motorized Vehicles You Own

You are covered for incidents occurring in Canada, the United States of America and on a vessel travelling between the ports of those countries.

Business and Business Property

We insure you against claims arising out of:

1. Renewable Energy Equipment

Exclusions – Section II

We do not insure claims:

1. caused directly or indirectly by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
2. 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. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable, or contrary to statute, the remainder shall remain in full force and effect. This exclusion does not apply to ensuing loss or damage which directly results from fire or explosion of natural, coal or manufactured gas;
3. arising from
 - a. 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 coal, natural or manufactured gas; or
 - b. contamination by radioactive material;

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;

4. arising from business pursuits or any business use of the premises except as provided under "business and business property" in Section II or specified on the Certificate of Property Insurance;
5. arising from the rendering or failure to render any professional service;
6. arising from bodily injury or property damage caused by any intentional or criminal act or failure to act by:
 - a. any person insured by this policy; or
 - b. any other person at the direction of any person insured by this policy;
7. arising from the ownership, use or operation of:
 - a. any drone while being operated in an official race or speed test, or drones which exceed the federally regulated maximum weight permitted to be operated without valid licensing;
 - b. any other aircraft;
 - c. premises used as an airport or landing facility; and all activities related to either;
8. arising from the ownership, use or operation of any watercraft, motorized vehicle except as provided under "Watercraft and Motorized Vehicles You Own" in Section II;
9. arising from the ownership, use or operation of any trailer
10. arising from any communicable disease;
11. arising from:
 - a. sexual, physical, psychological, or emotional abuse, molestation, or harassment, including corporal punishment by, at the direction of, or with the knowledge of any person insured by this policy; or
 - b. failure of any person insured by this policy to take steps to prevent sexual, physical, psychological, or emotional abuse, molestation or harassment or corporal punishment;
12. arising from the distribution or display of data via a website, the internet, intranet or similar device or system designed or intended for electronic communication of data;
13. arising from liability imposed upon or assumed by you under any workers' compensation statute;
14. for punitive or exemplary damages, meaning that part of any award by a court which is in excess of compensatory damages and is stated or intended to be a punishment to you;
15. property damage or bodily injury caused by rust or corrosion, wet or dry rot, or fungi or spores;
16. for bodily injury or property damage directly or indirectly, whole or in part, caused by, contributed to by, resulting from or arising out of any cyber act or any cyber incident. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the bodily injury or property damage.
17. against a Family Trust, Company or Estate, its Trustees and/or Beneficiaries, unless arising out of the ownership, use and maintenance of the premises defined in Section II.

Additional Agreement:

Electrical Authority and Electrical Generation, Transmission and Distribution Company

With respect to "Electrical Company(s) – Renewable Energy Equipment", that person(s) or organization(s) is added to your policy as an Additional Insured, but only with respect to liability arising out of your ownership, maintenance, or use of the Renewable Energy Equipment.

Lessor of Leased Renewable Energy Equipment

With respect to "Lessor – Renewable Energy Equipment", that person(s) or organization(s) is added to your policy as an Additional Insured, but only with respect to their liability arising out of the maintenance, operation, or use by you of the Renewable Energy Equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply to:

1. Any bodily injury or property damage which takes place after you cease to lease the Renewable Energy Equipment.
2. To bodily injury or property damage arising out of the sole negligence of the person(s) or organization(s) specified.
3. This additional insured shall not be entitled to protection under this policy if any other insurance applies to a loss or claim, or would have applied if this policy did not exist, whether that other insurance is primary or excess

Conditions

1. Notwithstanding any other similar clause in this policy or any other policy, if any other insurance applies to a loss, or would have applied if this policy did not exist, this policy will be considered excess insurance and we will not pay any loss until the amount of such other insurance is used up.

Section II – Insurance of Your Liability To Others

2. Statutory Conditions Misrepresentation, Change of Interest, Material Change, Termination and Notice incorporated in this policy apply as conditions to all Coverages under Section II.
3. Only losses that occur within the policy term shown on the Certificate of Property Insurance will be covered under this policy. There will be no coverage for any loss that occurred or was in progress prior to the policy period inception date or after the policy period expiry date shown on the Certificate of Property Insurance.

Comprehensive Secondary Homeowners Policy

The policy consists of these wordings, the Certificate of Property Insurance which contains information that is unique to your insurance policy and other forms that may need to be attached to complete your package coverage. Together, these represent the legal contract of indemnity that exists between you and us. This policy contains various exclusions and limitations which eliminate or restrict coverage. Please read it carefully.

Insuring 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.

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

The Certificate of Property Insurance summarizes the Insurance coverage you have selected and the premiums, limits, amounts and deductibles that apply to them. Among other things, the Certificate of Property Insurance also identifies the policyholder, the policy term and any Endorsements that apply to your Insurance Coverage.

Only losses that occur within the policy term shown on the Certificate of Property Insurance will be covered under this policy. There will be no coverage for any loss that occurred or was in progress prior to the policy period inception date or after the policy period expiry date shown on the Certificate of Property Insurance.

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

If during the term of this policy we change the insurance of the kind provided by this policy to provide more coverage at no additional cost, you will automatically benefit from that change at no increase in premium.

This form consists of three sections:

Section I describes the insurance on your property. It also includes additional living expenses and/or fair rental value in certain circumstances.

Section II describes the insurance for your legal liability for bodily injury to others or damage to property of others arising out of your premises or your personal actions. It also includes benefits following injury and damage to property of others in certain other circumstances.

Section III describes the Optional Coverages you have purchased for an additional premium.

Section I – Definitions

"Actual Cash Value" means various factors shall be considered in the determination of actual cash value. Such factors shall include but are not 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 loss or damage, the resale value, the normal life expectancy of the property and obsolescence.

"Business or Business Pursuit" means any continuous, regular, or occasional activity of any kind undertaken for financial gain, and includes a trade, profession, or occupation. However, the following business uses by you are permitted without being stated on the Certificate of Property Insurance:

1. The rental of your residence to others for no more than 30 days during a single policy term;

"Business Property" means property of any description related to a business pursuit conducted on the premises or elsewhere.

"Cash Cards" means cards designed to store a cash value by electronic means for use as a mode of payment, without a personal identification number and without direct access to a bank or other account.

"Civil Authority" means any person acting under the authority of 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.

"Collectible Personal Property" means property of rare, unique or novel personal interest, whether worn or not, or used by the Insured or not, such as, but not limited to, books, dolls, memorabilia, comic books, and sports cards.

"Computer system" means any computer, hardware, software, communications system, electronic device (including but not limited to smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

"Cyber act" means an unauthorized, malicious, or criminal act or series of related unauthorized, malicious, or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any computer system. It also includes malware or similar mechanism.

"Cyber incident" means:

1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any computer system; or
2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any computer system.

Cyber incident includes malware or similar mechanism.

"Data" means information, facts, concepts, code, or any other information of any kind:

1. that is recorded or transmitted in a form to be used, accessed, processed, transmitted, or stored by a computer system including programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment; or
2. that is used for records, including but not limited to books of account, drawing or card index systems.

"Data Problem" means:

1. erasure, destruction, corruption, misappropriation, misinterpretation of data;
2. error in creating, amending, deleting or using data; or
3. inability to access, receive, transmit or use data.

"Data Recovery" means services performed by a professional for the process of salvaging electronic data from damaged hard drive(s) installed in your personal computer.

"Data Recreation" means services performed by a professional to manually recreate electronic data stored on damaged hard drive(s) installed in your personal computer but does not include the value of electronic data even if such electronic data cannot be recreated.

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

"Dwelling" means the building described in the Certificate of Property Insurance, wholly or partially occupied by you as a private residence.

"Electric Vehicle Supply Equipment (EVSE)" means an electric vehicle charging station that supplies recharging of plug-in private passenger electric vehicles and private passenger plug-in hybrid vehicles and, where required, has been installed by a qualified electrician and meets provincial installation requirements and is located on your premises.

"e-bike (electric bike)" means a power assisted bicycle that meets the federal and provincial definitions of a power assisted bicycle and is incapable of attaining speeds higher than 32 km/h on level ground.

"Flood" means 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.

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

"Garden tractor" means a tractor of not more than 25hp used for cutting lawns, tilling gardens, and removing weeds. May also be used for snow removal. Does not include backhoes, front loaders, or similar equipment.

"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.

Section I – Definitions

"Ice Damming" means the build-up of ice and water on the roof, or within the eaves trough and downspout system, caused by repeated thawing and freezing of ice and snow within the eaves trough and downspout system.

"Insured" means the Named Insured and, while living in the same household:

1. the Named Insured's spouse;
2. the relatives of either; and
3. any person under the age of 21 in their care.

Only the person(s) named on the Certificate of Property Insurance may take legal action against us.

"Intangible Assets" means intangible assets including but not limited to non-fungible tokens (NFTs), other blockchain-based assets, digital collectibles, or digital art.

"Major Renovation(s)" means alterations or repairs to existing dwelling buildings or detached private structures where either a building permit is required, or any other permits are required by regulation. Including any alterations or repairs involving:

- a. site preparation;
- b. removal or weakening of any structural support, excluding foundations; or
- c. the opening of an exterior wall or roof component that extends beyond 48 consecutive hours.

The period of major renovation commences from the date the alterations or repairs are initiated and continues until such time as all interior fixtures are installed with all exterior finishes and finished carpentry completed.

If the premises is unoccupied during the period of major renovation, the dwelling building or detached private structure is considered under major renovation until the occupants have taken up residency even if the alterations or repairs have been substantially completed and the certificate of occupancy has been issued.

Examples of Major Renovations include but are not limited to:

- First floor addition or extension;
- Adding another floor;
- Adding a garage or replacing an existing garage (attached or detached)
- Removal of load-bearing walls;
- Opening an exterior wall;
- Kitchen, bathroom, basement renovations or any of the included Major Renovations that require any of the following:
 - Building permit is required or any other permits that are required by regulation;
 - Structural architect.

"Malware or Similar Mechanism" means any program code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with, or otherwise adversely affect computer programs, data files or operations (whether involving self-replication or not), including but not limited to 'virus', 'Trojan horses', 'worms', 'logic bombs' or 'denial of service attack'.

"Named Insured" means the person(s) named as Insured on the Certificate of Property Insurance.

"Premises" means the land contained within the lot lines on which the dwelling is situated.

"Reasonable Care" means measures customarily taken by a homeowner to ensure, to the best of their ability, that heating has been and will continue to be maintained. These measures include, but are not limited to, arranging for a competent person to regularly check your dwelling, regularly monitoring the heat in your dwelling by way of a remote system, ensuring the heating system is operational and functioning prior to departure, ensuring all windows and doors are closed and secured, and ensuring the thermostat has been set to a temperature that is sufficient to prevent freezing of pipes.

"Renewable Energy Equipment" means permanently installed solar panels, wind turbines, rechargeable batteries, geothermal equipment, and their apparatus installed on your premises and, where required, which have been installed by a qualified electrician and meet provincial installation requirements, and are used for the generation, transmission, storage, or utilization of mechanical or electrical power, predominately for personal use, not otherwise insured.

"Residence Employee" means a person employed by you to perform duties in connection with the maintenance or use of the premises. This includes persons who perform household or domestic services or duties of a similar nature for you. This does not include contractors or sub-contractors. It also does not cover persons while performing duties in connection with your business.

"Specified Perils"

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

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. a falling object which strikes the exterior of the building;
6. impact by aircraft, watercraft, or land vehicle;
7. riot;
8. vandalism or malicious acts, not including loss or damage caused by theft or attempted theft;
9. water damage meaning damage caused by:
 - a. the sudden and accidental escape of water from a watermain;
 - b. the sudden and accidental escape of water or steam from within a plumbing, heating, sprinkler, air conditioning system or 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. However, such damage is not covered when the escape of water is caused by freezing;
 - d. water which enters your dwelling through an opening which has been created suddenly and accidentally by a peril not otherwise excluded;
 - e. the backing up or escape of water from an eavestrough or down spout, or by ice damming, provided the water has not entered through a basement or foundation wall;
10. windstorm or hail, including loss or damage caused by weight of ice, snow, or sleet. This peril does not include loss or damage to your personal property within a building, caused by windstorm, hail or coincidental rain damage unless the storm first creates an opening in the building;
11. transportation meaning loss or damage to your personal property, caused by collision, upset, overturn, derailment, stranding or sinking of any motorized vehicle or attached trailer in which the insured property is being carried. This would also apply to any conveyance of a common carrier but does not include loss or damage to property in a vacation or home trailer which you own. Watercraft, their furnishings, equipment, or motors are also not covered.

"Secured Storage Facility" means, a building designed specifically for storage that is locked and has 24-hour security monitoring.

Section I – Definitions

"**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**" means either of two persons who are married to each other or who have together entered into a marriage that is voidable or void, or either of two persons who are 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.

"**Surface Waters**" means water on the surface of the ground where water does not usually accumulate in ordinary watercourses, lakes, or ponds.

"**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.

"**Under Construction**" means construction of a new dwelling building or detached private structure. The period of time commencing from the date site preparation is initiated and continuing through demolition, excavation, laying of foundations and the assembly of components, concluding when the dwelling building/detached private structure is substantially completed and the certificate of occupancy has been issued.

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

1. all occupants have moved out with no intention of returning and no new occupant has taken up residence; or
2. in the case of a newly constructed dwelling, no occupant has yet taken up residence.

"**Virtual currency**" means a digital representation of value that functions as, including but not limited to, a medium of exchange, a unit of account, and/or a store of value. It includes, but not limited to, digital currency, crypto currency, any other type of electronic currency, or on-line peer-to-peer mediums of exchange.

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

"**We**", "**us**" or "**our**" means the company providing this insurance.

"**You**" or "**your**" refers to the Insured.

Section I – Property Coverages

The amounts of insurance are shown on the Certificate of Property Insurance.

Coverage A – Dwelling Building

We insure:

1. The principal dwelling and attached structures.
2. Permanently installed outdoor equipment on the premises.
3. Outdoor hot tub, 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 structures on the premises. We insure against the peril of theft, only when your dwelling is completed and ready to be occupied.
5. Renewable Energy Equipment for an amount not exceeding \$100,000 in total.
6. Electric Vehicle Supply Equipment as defined and owned by you.

Extensions of Coverage

Tear Out

If any walls, ceilings or other parts of insured buildings or structures must be torn apart before water damage coverage 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 to outdoor swimming pools, public watermains or sewers is not insured.

Building Fixtures and Fittings

You may apply up to 10% of the amount of insurance on your dwelling to insure building fixtures and fittings temporarily removed from the premises for repair or seasonal storage. Building fixtures and fittings normally kept at another location you own or rent is not covered.

Outdoor Trees, Plants, Shrubs and Lawns

You may apply up to 5% in total of the amount of insurance on your dwelling to trees, plants, shrubs, and lawns on your premises, other than cannabis plants. We will not pay more than \$1,000 for any one tree, plant or shrub including debris removal expenses. We will not pay more than \$1,000 for grass including debris removal expenses.

We insure these items against loss caused by fire, theft, lightning, explosion, impact by aircraft, watercraft, or land vehicle, riot, vandalism, and malicious acts. We do not insure items or lawns grown for commercial purposes.

Coverage B – Detached Private Structures

We insure structures or buildings on your premises separated from the dwelling by a clear space 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 private detached structures.

Coverage C – Personal Property

1. 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 that portion of your premises which you occupy but we do not insure property of roomers or boarders who are not related to you.
We do not insure loss or damage to:
 - a. motorized vehicles or their equipment (except for lawn mowers, other gardening equipment, garden tractors, snow blowers, wheelchairs, scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability, electric personal mobility assistive devices, watercraft other than personal watercraft powered by a jet- pump propulsion system, e-bikes, and golf carts);
 - b. camper units, truck caps, trailers, or their equipment;
 - c. aircraft or their equipment, except for drones which are less than the federally regulated maximum weight permitted to be operated without valid licensing.Equipment includes audio, visual, recording, or transmitting equipment powered by the electrical system of a motor vehicle or aircraft. It also includes automobile keys, automobile transponders, and frequency-operated keys. Equipment does not include spare automobile parts.
2. We insure your personal property for an additional amount up to 20% in total of Coverage C limit or \$2,500 whichever is greater, while it is temporarily away from your premises, anywhere in the world. However, personal property normally kept at any other location you own, or rent is not insured.

If you wish, we will include uninsured personal property belonging to others while it is in your possession or belonging to a residence employee travelling for or with you.

Personal property stored in a secured storage facility is insured for a period of 30 days only, from the date the property was first stored. We will continue coverage beyond that period for the peril of theft only. The period of 30 days does not apply to personal property in storage as a result of a covered loss.

Extensions of Coverage**Moving to Another Home**

We insure your personal property while in transit to and at another location within Canada which is to be occupied by you as your residence. Coverage applies for 30 consecutive days commencing on the date personal property is removed from your secondary residence, but not beyond the date the policy expires or is terminated. This coverage does not increase the amounts of insurance.

Special Limits of Insurance

We insure:

1. Books, tools, and instruments pertaining to a business, profession, or occupation but only while on your premises for an amount up to \$7,500 in total, not otherwise insured. Other property used for business is not insured, including samples and goods held for sale.
2. Securities up to \$5,000 in total.
3. Money including cash cards or bullion, but not including virtual currency, up to \$500 in total.
4. Garden tractors and snow removal equipment including attachments and accessories up to \$10,000 in total.
5. Watercraft, their trailers, furnishings, equipment, accessories, and motors up to \$2,500 in total, but we do not insure personal watercraft powered by a jet-pump propulsion system.
6. Spare automobile parts up to \$250 for any one item, \$1,000 in total.
7. Animals, birds, or fish up to \$2,500 in total.
8. We insure your Personal Property while contained in a safety deposit box in a Bank or Trust Company, up to \$10,000 in total.
9. Golf carts up to \$5,000 in total.
10. Cannabis for personal use in all consumable forms and cannabis plants, except for medicinal use, up to \$500 in total.

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

11. Luggage, pet carriers, and handbags including, but not limited to, purses, wallets, totes, clutches, carrier bags, and other items of a similar nature, up to \$15,000 in total.
12. Jewellery, watches, gems, fur garments and garments trimmed with fur up to \$6,000 in total.
13. Numismatic property (such as coin collections) up to \$500 in total.
14. Manuscripts, stamps, and philatelic property, (such as stamp collections) up to \$2,000 in total.
15. Each bicycle, tricycle, unicycle or e-bike and its equipment and accessories up to \$1,000 each.
16. Collectible Personal Property up to \$5,000 per loss.
17. Golfing equipment and accessories, except golf carts, up to \$3,000 in total, while the golfing equipment is away from your premises.
18. Works of art, such as paintings, photographs, drawings etchings, prints and lithographs, including their frames, sculptures, statuary and antiques, and hand-made rugs and tapestries up to \$10,000 in total.
19. We insure your wine or spirits on the premises, for replacement cost against all risk of direct physical loss or damage subject to the terms and conditions of this form, for an amount up to \$5,000 in total.

Coverage D – Additional Living Expense

The amount of insurance for Coverage D 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.

1. **Additional Living Expense.** If, as a result of damage by a peril not otherwise excluded your dwelling is 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 a peril not otherwise excluded makes that part of the dwelling or detached private structures rented to others or held for rental by you unfit for occupancy, we insure its Fair Rental Value. Payment shall be for the reasonable time required to repair or replace that part of the dwelling or detached private structures rented or held for rental. Fair Rental Value shall not include any expense that does not continue while that part of the dwelling or detached private structures rented or held for rental is unfit for occupancy. Fair Rental Value does not apply when a peril not otherwise excluded results from the dwelling or detached private structure being under construction or under major renovation.
3. **Prohibited Access.** If a civil authority prohibits access to your dwelling:
 - a. as a direct result of damage to neighbouring premises by a peril not otherwise excluded under this form, we insure any resulting Additional Living Expense and Fair Rental Value loss for a period not exceeding 2 weeks; or
 - b. by order for mass evacuation as a direct result of a sudden and accidental event within Canada or the United States of America, we insure any resulting necessary and reasonable increase in living expense to a maximum of \$2,500 incurred by you for the period access is prohibited, not exceeding 2 weeks days from the date of the order of evacuation. This coverage for mass evacuation is not subject to a deductible.

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

- i. flood;
- ii. earthquake, unless the earthquake peril has been added to this policy by endorsement;
- iii. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military power;
- iv. Terrorism or 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 such loss or damage;
- v. 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;
- vi. contamination by radioactive material;
- vii. any communicable disease;
- viii. any cyber act

This coverage does not increase the amounts of Insurance for Coverage D, Additional Living Expense.

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

Special Coverage Features

In addition to the insurance provided by the Property Coverages, your policy provides these Special Coverage Features, subject to the terms and conditions set out.

By-Laws Coverage

The Insurance provided by Coverages A and B under Section I of this policy is, without increasing the amount of insurance, extended for an amount not exceeding the limit specified for the By-Laws Form as stated on the Certificate of Property Insurance, to provide the following coverage at the location specified and only as a result of an insured peril:

Section I – Property Coverages

1. loss occasioned by the demolition of any undamaged portion of the buildings or structures, or
2. the cost of demolishing, and clearing the site of any undamaged portion of the buildings or structures, or
3. any increase in the cost of repairing, replacing, constructing, or reconstructing the buildings or structures 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 by-law, regulation, ordinance, or law which:

1. regulates zoning or the demolition, repair or reconstruction of damaged buildings or structures; and
2. is in force at the time of such loss or damage.

You are not insured against:

1. the enforcement of any by-law, regulation, ordinance, or law which prohibits the Insured from rebuilding or repairing on the same site or an adjacent site or prohibits continuance of like occupancy;
2. the enforcement of any by-law, regulation, ordinance, or law which could apply in absence of a loss.
3. making good faulty workmanship, material or design;
4. the additional cost to comply with any by-law, regulation, ordinance, or law unless your dwelling or detached structure are repaired, rebuilt or replaced on the same site.

The deductible applies to this Coverage Feature.

Credit Card, Automated Teller Card, Forgery and Counterfeit Money Coverage

We will pay for:

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

We do not cover loss caused by the use of your credit card or automated teller card by a resident of your household or by a person to whom the card has been entrusted.

We do not cover any loss resulting from your, or anyone acting on your authority, being induced by any dishonest act to voluntarily part with title to or possession of any money or property, including but not limited to, any loss resulting from a social engineering event.

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

This Coverage Feature is not subject to a deductible.

Debris Removal

We will pay the cost of removing from your premises the debris of property insured which results from loss or damage insured by this form.

If the amount payable for loss, including expense for debris removal, is greater than the amount of insurance an additional 5% of that amount will be available to cover debris removal expense.

The deductible applies to this Coverage Feature.

Fire Department Charges

We will reimburse you for fire department charges incurred for attending your premises to save or protect insured property from loss or damage or further loss or damage, insured against by this form.

This Coverage Feature is not subject to a deductible.

Frozen Food Protection

We will pay for loss or damage to food while contained in a freezer located on your premises caused by the accidental interruption of electrical power on or off the premises or by mechanical breakdown of the freezer. This coverage includes damage to the freezer when it is due to the insured food spoilage and also reasonable expenses incurred by you to save and preserve the food from spoilage while your freezer is being repaired.

We do not insure:

1. loss from spoilage caused by the operation of an electrical circuit breaker or fuse or by accidental or intentional disconnection of the power supply in the building containing the freezer;
2. expenses incurred in the acquisition of frozen food.

This Coverage Feature is not subject to a deductible.

Inflation Guard

We will increase the limits of insurance stated on the Certificate of Property Insurance for Coverages A, B C and D by amounts which are solely attributable to the inflation increase since the inception date of this policy, the latest renewal or anniversary date or from the date of the most recent change to the amounts of insurance shown on the Certificate of Property Insurance, whichever is the latest.

On renewal or anniversary date, we will automatically increase the amounts of insurance shown on the Certificate of Property Insurance under Section I by amounts which are solely attributable to the inflation increase since the inception date of this policy or the latest renewal or anniversary date.

Lock Replacement

If your exterior door keys are lost or stolen, your policy provides up to \$500 to re-key your locks or to replace them if it is not possible to re-key them. You must notify us within 72 hours of the discovery of the keys being lost or stolen.

This Coverage Feature is not subject to a deductible.

Mortgage Rate Protector

Should your dwelling be rendered a total loss by a peril not otherwise excluded your mortgagor may have the right to call in your mortgage loan, making it necessary for you to arrange a new loan. If your new mortgage loan bears a higher rate of interest than the old one, we will pay:

1. the extra cost of your loan repayments on the balance of your outstanding mortgage, calculated as the difference between the old and the new payment amounts, each month until the maturity date of the original mortgage agreement; and
2. legal fees you incurred to obtain the new mortgage, but we will not pay for other costs such as judgments or service charges.

The payments provided by this Feature:

- a. are in addition to the amount of insurance shown for Coverage A on the Certificate of Property Insurance; and
- b. will cease on the date you relinquish title to or your interest in your dwelling.

Where found in this Feature, the words "total loss" means that the total cost of insured loss or damage equals or exceeds the amount shown for Coverage A on the Certificate of Property Insurance.

This Coverage Feature is not subject to a deductible.

Section I – Property Coverages

Personal Records Stored in a Personal Computer

We will pay for data recovery of personal records lost because of a peril not otherwise excluded. To the extent that data recovery of personal records is not possible, we will pay for data recreation. Virtual currency, intangible assets and data pertaining to business or business pursuits are not covered.

Coverage under this feature is limited to a maximum of \$3,000.

The deductible applies to this Coverage Feature.

Property Removed

If you must remove insured property from your premises to protect it from loss or damage that is covered by this policy, it is insured by this form for 90 consecutive 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 insured property at the time of loss.

The deductible applies to this Coverage Feature.

Reward Coverage

We will pay up to \$1,000 to any individual or organization for information leading to the arrest and conviction of any person(s) who robs from any person insured under this policy or steals, vandalizes, burglarizes, or commits arson to any insured property. Regardless of the number of persons providing information, payment will not exceed \$1,000 in total.

This Coverage Feature is not subject to a deductible.

Notice to Authorities

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

Insured Perils

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

Exclusions – Section I

Property not insured:

1. buildings or structures used in whole or in part for business or farming purposes;
2. retaining walls, unless the damage is caused by fire, lightning, impact by watercraft, land vehicle or aircraft, vandalism, and malicious acts;
3. sporting equipment where the loss or damage is due to its use;
4. animals, birds, or fish unless the loss or damage is caused by a Specified Peril, other than impact by aircraft, watercraft, or land vehicle;
5. property at any fairground, exhibition, or exposition for the purpose of exhibition or sale;
6. any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
7. any property illegally acquired, used, kept, stored, imported, or transported or any property subject to forfeiture;
8. evidences of debt or title;
9. loss or damage to wine or spirits caused directly or indirectly by
 - a. breakage
 - b. spoilage
10. virtual currency;
11. intangible assets;
12. Buildings or structures or personal property contained in them, 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, except as allowed by law.

Loss or damage not insured:

13. scratching, abrasion or chipping of any personal property or breakage of any fragile or brittle articles unless caused by a Specified Peril, accident to a land vehicle, watercraft or aircraft, or theft or attempted theft;
14. wear and tear, deterioration, defect, or mechanical breakdown;
15. inherent vice or latent defect;
16. the cost of making good:
 - a. faulty or improper material;
 - b. faulty or improper workmanship; or
 - c. faulty or improper design.This exclusion does not apply to loss or damage caused directly by a resultant peril not otherwise excluded in this form.
17. a. data; or
 - a. loss or damage caused directly or indirectly by a data problem. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage except you are still insured for ensuing loss or damage caused directly by fire, explosion, smoke, or water damage, all as described Specified Perils.
18. loss involving virtual currency or intangible assets of any kind, by whatever name known, whether actual or fictitious.

Nor do we insure loss or damage:

19. caused by rust or corrosion, wet or dry rot, or fungi or spores;
20. resulting directly from settling, expansion, contraction, moving, bulging, buckling, or cracking except resulting damage to building glass;
21. occurring after your dwelling has, to your knowledge, been vacant for more than 30 consecutive days;
22. caused directly or indirectly by:
 - a. 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 coal, natural or manufactured gas; or
 - b. contamination by radioactive material;This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.
23. caused directly or indirectly by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

Section I – Property Coverages

24. 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". This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable, or contrary to statute, the remainder shall remain in full force and effect. This exclusion does not apply to ensuing loss or damage which directly results from fire or explosion of natural, coal or manufactured gas;
 25. resulting from an intentional or criminal act or failure to act by:
 - a. any person insured by this policy;
 - b. any other person at the direction of any person insured by this policy; or
 - c. any tenant, tenants' guests, boarder or employee, or any member of the tenants' household;(1) This exclusion applies only to the claim of a person:
 - i. whose act or omission caused the 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 loss or damage(2) A 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 reasonable place and time designated by us.
 - ii. cannot recover more than their proportionate interest in the lost or damage property.
 26. from the part of the dwelling rented to others caused by theft or attempted theft by any tenant, tenant's employee, or member of the tenant's household;
 27. arising directly or indirectly from the growing, manufacturing, processing, storing, possession, or distribution by anyone of any drug, narcotic or illegal substances or items of any kind. This includes any alteration of the premises to facilitate such activity, whether or not you have any knowledge of such activity. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
 28. to personal property undergoing any process involving the application of heat, or while being worked on, where the damage results from such process or work, but resulting damage to other property is insured;
 29. caused by animals owned by you or in your care, custody, or control;
 30. caused by birds, vermin, skunks, rodents, (other than raccoons and squirrels), bats or insects, except loss or damage to building glass;
 31. caused by smoke from agricultural smudging or industrial operations;
 32. caused directly or indirectly by snowslide, earthquake, landslide, mudflow, or any other earth movement. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage except you are still insured for ensuing loss or damage which directly results from fire or explosion;
 33. caused by vandalism or malicious acts or glass breakage occurring while your dwelling or detached private structure is under construction, under major renovation, or vacant even if permission for construction or vacancy has been given by us;
 34. resulting from a change in ownership of property that is agreed to even if that change was brought about by trickery or fraud;
 35. caused by or resulting from contamination or pollution, or the release, discharge or dispersal of contaminants or pollutants, unless the loss or damage resulted from the sudden and accidental bursting or overflowing of your domestic fixed fuel oil tank, apparatus, or pipes;
We do not insure loss or damage:
 - a. to sewers;
 - b. caused by continuous or repeated leakage or seepage;
 - c. occurring while the dwelling or detached private structure is under construction, under major renovation, or vacant, even if we have given permission for construction or vacancy;
 36. caused by theft or attempted theft of property in or from a dwelling or detached private structure under construction or under major renovation, or of materials and supplies for use in the construction or renovation, until the dwelling or detached private structure is substantially completed and the certificate of occupancy has been issued;
 37. to an outdoor hot tub, outdoor swimming pool or equipment attached to a public watermain, caused by water escape, rupture or freezing;
 38. caused directly or indirectly by continuous or repeated seepage or leakage of water. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
 39. caused directly or indirectly by flood, surface water, spray, storm surge, ice, or waterborne objects, all whether driven by wind or not. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, unless the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached;
 40. caused directly or indirectly by water except as defined in Specified Perils; but we do not insure loss or damage:
 - a. caused by the backing up or escape of water from a sewer, sump or septic tank, retention tank, French drain, or water leader;
 - b. caused by ground water or rising of the water table;
 - c. caused by surface waters;
 - d. to a watermain;
 - e. to a system or domestic water container from which the water escaped;
 - f. caused by shoreline ice build-up or by water-borne ice or other objects, all whether driven by wind or not;
 - g. occurring while the dwelling or detached private structure is under construction, under major renovation, or vacant even if we have given permission for construction, major renovation, or vacancy;
 - h. caused by freezing during the usual heating season:
 - i. within a heated portion of your dwelling, if you have been away from your premises 8 or more consecutive days; but you will still be insured if:
 - a. you used reasonable care to maintain heat in the building; or
 - b. shut off and drained the water system and domestic water containers;
 - ii. within an unheated portion of your dwelling.
- This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

Section I – Property Coverages

41. or expenses, caused directly or indirectly, in whole or in part by any communicable disease regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage or expenses;
42. directly or indirectly caused by, contributed to by, resulting from or arising out of any cyber act or any cyber incident. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage except you are still insured for ensuing loss or damage caused directly by fire, explosion, smoke, or water damage all as described in Specified Perils, and theft or attempted theft of property when such property is not otherwise excluded.

Basis of Claim Payment

We will pay for insured loss of or damage to the dwelling and detached private structures and personal property as described below up to your financial interest in the property, but not exceeding the applicable amount(s) of insurance for any loss or damage arising out of any one occurrence.

Amounts Not Reduced

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

Actual Cash Value

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

Deductible

We are responsible only for the amount by which the loss or damage covered by this policy of insurance exceeds the amount of the deductible shown on the Certificate of Property Insurance in any one occurrence.

If your claim involves personal property on which the Special Limits of Insurance apply, the limitations apply to losses exceeding the deductible amount.

Dwelling and Detached Private Structures

If you repair or replace the damaged or destroyed building with a building of the same occupancy constructed with materials of similar quality within a reasonable time after the damage, we will pay the cost of repairs or the Replacement Cost (whichever is less) without deduction for depreciation. If you do not repair or replace, we will pay the actual cash value of the damage on the date of occurrence, and you will not be eligible for By-law coverage.

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.

Guaranteed Replacement Cost on Dwelling Buildings

If Guaranteed Replacement cost is indicated in the Certificate of Property Insurance, we will pay the cost of repairs or replacement even if it is more than the amount of insurance for Coverage A, provided:

1. the amount of insurance for Coverage A shown on the Certificate of Property Insurance:
 - a. on the inception date of the policy; or
 - b. the most recent renewal date; or
 - c. the increased amount under the inflation protection coverage on the date the increase took effect was not less than 100% of the cost to replace the dwelling building, as determined by a valuation guide acceptable to us;
2. the amount of insurance applicable to Coverage A has not been reduced below the amount determined by the valuation guide; and
 - a. you notified us within 30 days of the start of any major renovations; and
 - b. you repair or replace the damaged or destroyed building on the same location with a building of the same occupancy constructed with materials of similar quality within a reasonable time after the damage.

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

Insurance Under More Than One Policy

If you have insurance on specifically described property, this policy will be considered excess insurance and we will not pay any loss or claim until the amount of such other insurance is used up.

In all other cases, we will pay our rateable proportion of the loss or claim under this policy.

Personal Property

1. For electronic media we will pay the cost of reproduction 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, or the value of electronic media if such electronic media cannot be recreated.
2. For other records, including books of account, drawings, or card index systems, we will pay the cost of blank books, pages, cards, or other materials plus the cost of actually transcribing or copying the records.
3. We will pay on the basis of replacement cost for all other personal property except:
 - a. articles that cannot be replaced with new articles because of their inherent nature, including antiques, fine arts, paintings, and statuary;
 - b. articles for which their age or history substantially contributes to their value, such as memorabilia, souvenirs, and collector's items;
 - c. property that has not been maintained in good or workable condition;
 - d. property that is no longer used for its original purpose; for which we will pay only on the basis of actual cash value.

Replacement cost means the cost, on the date of the loss or damage, of the lower of:

1. repairing the property with materials of similar kind and quality; or
2. new articles of similar kind, quality, and usefulness; without any deduction for depreciation.

We will pay on the basis of replacement cost only if the property lost or damaged is repaired or replaced as soon as reasonably possible. Otherwise, we will pay on the basis of actual cash value.

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

For personal property described under "special limits of insurance" we will not pay more than the applicable limit under either the replacement cost or actual cash value basis.

Single Limit of Insurance

If:

1. a single event or occurrence results in loss or damage which is insured under more than one of Coverages A, B, C and D, and
2. Single Amount of Insurance appears on the Certificate of Property Insurance, and
3. the Guaranteed Replacement Cost on Dwelling Buildings provision does not apply, and
4. the dwelling or detached private structure is not under construction or under major renovation,

the amount of insurance available to cover such insured loss or damage will be the total of the individual amounts for Coverages A, B, C and D.

Section I – Property Coverages

If the Guaranteed Replacement Cost on Dwelling Buildings provision applies to your claim under Coverage A, the maximum amount of insurance available for insured loss or damage under Coverages B, C and D will be the total of the individual amounts for those Coverages.

Additional Agreement

Property of Others

At the option of the Insurer, any loss may be paid to the Named Insured or adjusted with and paid to the owner of the Renewable Energy Equipment. For leased or rented Renewable Energy Equipment, notwithstanding any payment made by us to the owner of such equipment, the insured's right to dispute resolution available under any condition of this policy or applicable insurance legislation is unaffected.

Conditions

The following conditions apply to the coverage provided by Section I of this policy.

Pair and Set

In the case of loss or damage to any article(s) which is (are) part of a set the measure of loss of or damage to such article(s) will be a reasonable and fair proportion of the total value of the set, but in no event will such loss or damage be construed to mean total loss of the set.

Parts

In the case of loss or damage to any part of the insured property 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.

Permissions Granted

You have our permission under the terms and conditions of this policy to:

1. make alterations, additions, and repairs to the dwelling building that you occupy and your detached private structures. (You may, however, need to request an increase in your Limits of Insurance.) We must be notified within 30 days of the commencement of any major renovations.
2. store and use reasonable and normal quantities of fuel oil, gasoline, benzene, naphtha, or other similar materials.

Statutory Conditions

All of the conditions set out under the title Statutory Conditions apply with respect to all of the perils insured under Section I except that these conditions may be modified or supplemented by the provisions of the said Section I or by forms or endorsements which modify Section 1.

Subrogation

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

If such action on our part does not fully indemnify both you and us, the amount that we recover will be divided between you and us in the proportions in which the loss or damage has been borne by each of us, respectively. The amounts so available for distribution shall be net of the costs of effecting the recovery.

Section II – Definitions

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

"Business or Business Pursuit" means any continuous, regular, or occasional activity of any kind undertaken for financial gain, and includes a trade, profession, or occupation. However, the following business uses by you are permitted without being stated on the Certificate of Property Insurance:

1. the rental of your residence to others for no more than 30 days during a single policy term;

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

"Computer system" in this Section has the same meaning as in Section I.

"Cyber act" in this Section has the same meaning as in Section I.

"Cyber incident" in this Section has the same meaning as in Section I.

"Dwelling" in this Section has the same meaning as in Section I.

"Electric Vehicle Supply Equipment (EVSE)" in this Section has the same meaning as in Section I.

"Insured" in this Section has the same meanings as in Section I. In addition, we will insure:

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

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

"Malware or Similar Mechanism" in this Section has the same meaning as in Section I.

"Named Insured" in this Section has the same meaning as in Section I.

"Premises" means the premises specifically described on the Certificate of Property Insurance.

"Property Damage" means:

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

Tangible property does not include electronic data.

"Renewable Energy Equipment" means permanently installed solar panels, wind turbines, rechargeable batteries, geothermal equipment, and their apparatus installed on the land within the lot lines on which the dwelling building is situated and, where required, which have been installed by a qualified electrician and meet provincial installation requirements, and are used for the generation, transmission, storage, or utilization of mechanical or electrical power, predominately for personal use, not otherwise insured.

"Residence Employee" in this Section has the same meaning as "Residence Employee" in Section I.

"You" or **"your"** in this Section refer to the Insured.

"We" or **"us"** in this Section have the same meanings as in Section I.

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

Section II – Insurance of Your Liability To Others

Coverages

This insurance applies to accidents or occurrences which take place during the period this policy is in force;

Coverage E – Your Personal Liability Protection

This is the part of the policy you look to for protection if you are sued.

We will pay all sums which you become legally liable to pay as compensatory damages because of unintentional bodily injury or property damage arising out of your ownership, use or occupancy of the premises defined in Section II.

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

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

We do not insure claims made against you arising from:

1. liability you have assumed by contract unless your legal liability would have applied even if no contract had been in force, but we do insure claims made against you for the legal liability of other persons in relation to your premises that you have assumed under a written contract;
2. damage to property you own, use, occupy, lease, rent or in your care, custody or control; property damage to premises you sell, give away or abandon;
3. damage to personal property or fixtures as a result of work done on them by you or anyone on your behalf;
4. bodily injury to you or to any person residing in your household other than a residence employee;
5. the personal actions of a named insured who does not reside on the premises described on the Certificate of Property Insurance;
6. liability arising out of premises, other than as herein before defined.

There are other exclusions that apply to all Coverages under Section II. Please refer to "Exclusions – Section II".

Defence, Settlement Supplementary Payments

If a claim is made against you 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 if we decide this is appropriate. We will pay only for the legal counsel we select.

We will also 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 limit 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 limit of insurance, but we are not obligated to apply for or provide these bonds;
5. expenses which you have incurred for emergency medical or surgical treatment to others following an accident or occurrence insured by this form;
6. reasonable expenses, including actual loss of income up to \$100 per day, which you incur at our request.

Action Against Us

No suit may be brought against us:

1. until you have fully complied with all the terms of this Coverage, nor until the amount of your obligation to pay has been finally determined, either by a judgment against you or by an agreement which has our consent;
2. more than one year (two years in the Yukon Territories and the Provinces of Ontario and Manitoba) 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.

Unauthorized Settlements

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

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.

The amount of insurance shown on the Certificate of Property Insurance is the maximum amount we will pay for each person in respect of one accident or occurrence.

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. medical expenses of any person that arise from the construction or renovation activities being performed on your dwelling or detached private structure.

There are other exclusions that apply to all Coverages under Section II. Please refer to "Exclusions – Section II".

Notice of Accident or Occurrence

1. When an accident or occurrence takes place, you must promptly give us notice (in writing if required). The notice must include:
 - a. your name and policy number;
 - b. the time, place, and circumstances of the accident;
 - c. the names and addresses of witnesses and potential claimants.
2. If requested by us, you must arrange for the injured person(s) to:
 - a. give us written proof of claim as soon as possible, under oath if required;
 - b. submit to physical examination at our expense by doctors we select as often as we may reasonably require;
 - c. authorize us to obtain medical and other records.

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

No suit may be brought against us until you have fully complied with all the terms of this Coverage.

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 an Insured, 12 years of age or under.

We do not insure:

1. damage to property owned or rented by an insured or an insured's tenant;
2. damage to property which is insured under Section I;
3. claims resulting from the loss of use, disappearance, or theft of property;
4. damage to property occurring on the premises arising from the construction or renovation activities being performed on your dwelling or detached private structure.

There are other exclusions that apply to all Coverages under Section II. Please refer to "Exclusions – Section II".

Basis of Payment

We will pay whichever is the lower amount of:

1. what it would cost to repair or replace the property with materials of similar quality at the time of loss;
2. the amount of insurance shown on the Certificate of Property Insurance.

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.

1. You must give us a written proof of claim as soon as possible, under oath if required, containing the following information:
 - a. the date, time, place and circumstances of the accident or occurrence;
 - b. the interest of all persons in the property affected.
2. If requested by us, you must help us to verify the damage.

No suit may be brought against us until:

1. you have fully complied with all the terms of this Coverage;
2. 60 days after the written proof of claim has been filed with us.

Coverage H – Voluntary Compensation for Residence Employees

This coverage is automatically provided for all your occasional residence employees. It will be extended to your permanent residence employees if so, stated on the Certificate of Property Insurance.

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

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

A residence employee or anyone acting on their 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.

1. When an accident occurs, you must promptly give us notice (in writing if requested by us). 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;

Section II – Insurance of Your Liability To Others

- b. authorize us to obtain medical and other records.

We will not pay benefits:

1. unless your employee was actually performing duties for you when the accident happened;
2. for any hernia injury;
3. for injury occurring on the premises arising from the construction or renovation activities being performed on your dwelling or detached private structure.

Schedule of Benefits

1. Loss of Life

If your residence employee dies from injuries received in the accident within the following 26 weeks, we will pay a total of 100 times the weekly indemnity to those wholly dependent upon him or her. If there is more than one dependent the amount will be divided equally among them. This payment is in addition to any benefit for Temporary Total Disability paid up to the date of death.

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 7 days unless the disability lasts for 6 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 100 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 100 weeks in total even if the accident results in loss from more than one item.

For Loss of	Number of Weeks
A. One or more of the following:	
Hand	100
Arm	100
Foot	100
Leg	100
B. One finger or toe or	25
More than one finger or toe	50
C. One eye or	50
Both eyes	100
D. Hearing of one ear or	25
Hearing of both ears	100

5. Medical Expenses

If as a result of the accident your residence employee incurs medical expenses 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.

Loss Assessment Coverage (Condominium Unit Owner)

We will pay for your share of special assessments if:

- b. the assessment(s) are valid under the Condominium Corporation's governing rules; and
- c. the assessment(s) are made necessary by occurrence(s) to which this Section of the policy applies.

We will not pay more than \$25,000 for that part of an assessment made necessary by a deductible in the insurance policy of the Condominium Corporation.

Special Limitations

Watercraft and Motorized Vehicles you Own

We will pay all sums which you become legally liable to pay as compensatory damages because of unintentional bodily injury or property damage arising out of your ownership, use or operation of:

Watercraft You Own

1. watercraft, including their attachments, equipped with any type of motor of not more than 38 kW (50 H.P.), other than personal watercraft powered by a jet-pump propulsion system;
2. non-motorized watercraft, including their attachments, not more than 8 metres (26 feet) in length

Any other watercraft is insured only if liability coverage for it is shown on the Certificate of Property Insurance. If the watercraft or motor with which it is equipped, other than personal watercraft powered by a jet-pump propulsion system, is acquired after the effective date of this policy, you will be insured automatically for a period of 30 days only from the date of acquisition, or until expiry of the policy, whichever comes first;

Motorized Vehicles You Own

1. self-propelled lawn mowers, snow blowers, garden tractors of not more than 19 kW (25 H.P.);
2. motorized golf carts while in use on a golf course;
3. motorized wheelchairs, including motorized scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability.
4. e-bikes

Section II – Insurance of Your Liability To Others

Territorial Limits – Watercraft and Motorized Vehicles You Own

You are covered for incidents occurring in Canada, the United States of America and on a vessel travelling between the ports of those countries.

Business and Business Property We insure you against claims arising out of:

1. Renewable Energy Equipment.

Exclusions – Section II

We do not insure claims:

1. caused directly or indirectly by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
2. 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. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable, or contrary to statute, the remainder shall remain in full force and effect. This exclusion does not apply to ensuing loss or damage which directly results from fire or explosion of natural, coal or manufactured gas;
3. arising from:
 - a. 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 coal, natural or manufactured gas; or
 - b. contamination by radioactive material;This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
4. arising from business pursuits or any business use of the premises except as provided under "business and business property" in Section II or specified on the Certificate of Property Insurance;
5. arising from the rendering or failure to render any professional service;
6. arising from bodily injury or property damage caused by any intentional or criminal act or failure to act by:
 - a. any person insured by this policy; or
 - b. any other person at the direction of any person insured by this policy;
7. arising from the ownership, use or operation of:
 - a. any drone while being operated in an official race or speed test, or drones which exceed the federally regulated maximum weight permitted to be operated without valid licensing;
 - b. any other aircraft;
 - c. premises used as an airport or landing facility; and all activities related to either;
8. arising from the ownership, use or operation of any watercraft, motorized vehicle, except as provided under "Watercraft and Motorized Vehicles You Own" in Section II;
9. the ownership, use or operation of any trailer
10. arising from any communicable disease;
11. arising from:
 - a. sexual, physical, psychological, or emotional abuse, molestation, or harassment, including corporal punishment by, at the direction of, or with the knowledge of any person insured by this policy; or
 - b. failure of any person insured by this policy to take steps to prevent sexual, physical, psychological, or emotional abuse, molestation or harassment or corporal punishment;
12. arising from the distribution or display of data via a website, the internet, intranet or similar device or system designed or intended for electronic communication of data;
13. arising from liability imposed upon or assumed by you under any workers' compensation statute;
14. for punitive or exemplary damages, meaning that part of any award by a court which is in excess of compensatory damages and is stated or intended to be a punishment to you;
15. for property damage or bodily injury caused by rust or corrosion, wet or dry rot, or fungi or spores;
16. for bodily injury or property damage directly or indirectly, whole or in part, caused by, contributed to by, resulting from or arising out of any cyber act or any cyber incident. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the bodily injury or property damage.
17. against a Family Trust, Company or Estate, its Trustees and/or Beneficiaries, unless arising out of the ownership, use and maintenance of the premises defined in Section II.

Additional Agreement:

Electrical Authority and Electrical Generation, Transmission and Distribution Company

With respect to "Electrical Company(s) – Renewable Energy Equipment", that person(s) or organization(s) is added to your policy as an Additional Insured, but only with respect to liability arising out of your ownership, maintenance, or use of the Renewable Energy Equipment.

Lessor of Leased Renewable Energy Equipment

With respect to "Lessor – Renewable Energy Equipment", that person(s) or organization(s) is added to your policy as an Additional Insured, but only with respect to their liability arising out of the maintenance, operation, or use by you of the Renewable Energy Equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply to:

1. Any bodily injury or property damage which takes place after you cease to lease the Renewable Energy Equipment.
2. To bodily injury or property damage arising out of the sole negligence of the person(s) or organization(s) specified.
3. This additional insured shall not be entitled to protection under this policy if any other insurance applies to a loss or claim, or would have applied if this policy did not exist, whether that other insurance is primary or excess.

Conditions

1. Notwithstanding any other similar clause in this policy or any other policy, if any other insurance applies to a loss, or would have applied if this policy did not exist, this policy will be considered excess insurance and we will not pay any loss until the amount of such other insurance is used up.
2. Statutory Conditions Misrepresentation, Change of Interest, Material Change, Termination and Notice incorporated in this policy apply as conditions to all Coverages under Section II.
3. Only losses that occur within the policy term shown on the Certificate of Property Insurance will be covered under this policy. There will be no coverage for any loss that occurred or was in progress prior to the policy period inception date or after the policy period expiry date shown on the Certificate of Property Insurance.

Ovation Tenants Policy

The policy consists of these wordings, the Certificate of Property Insurance which contains information that is unique to your insurance policy and other forms that may need to be attached to complete your package coverage. Together, these represent the legal contract of indemnity that exists between you and us. This policy contains various exclusions which eliminate or restrict coverage. Please read it carefully.

Insuring 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.

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

The Certificate of Property Insurance summarizes the Insurance coverage you have selected and the premiums, limits, amounts and deductibles that apply to them. Among other things, the Certificate of Property Insurance also identifies the policyholder, the policy term and any Endorsements that apply to your Insurance Coverage.

Only losses that occur within the policy term shown on the Certificate of Property Insurance will be covered under this policy. There will be no coverage for any loss that occurred or was in progress prior to the policy period inception date or after the policy period expiry date shown on the Certificate of Property Insurance.

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

If during the term of this policy we change the insurance of the kind provided by this policy to provide more coverage at no additional cost, you will automatically benefit from that change at no increase in premium.

This form consists of three sections:

Section I describes the insurance on your property. It also includes additional living expenses, rental income and/or additional babysitting expenses in certain circumstances.

Section II describes the insurance for your legal liability for bodily injury or personal injury to others or damage to property of others arising out of your premises or your personal actions. It also includes benefits following injury and damage to property of others in certain other circumstances.

Section III describes the Optional Coverages you have purchased for an additional premium.

Section I – Definitions

"Actual Cash Value" means various factors shall be considered in the determination of actual cash value. Such factors shall include but are not 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 loss or damage, the resale value, the normal life expectancy of the property and obsolescence.

"Alternative Water System" means a plumbing system and its components, including cisterns and holding tanks, permanently installed on the grounds of the premises to supply or reuse non-potable, untreated or partially-treated household wastewater, ground water, or rain water, also called "grey water", for residential watering of the grounds of the premises in accordance with your local building codes. Alternative water system does not include water wells.

"Business or Business Pursuit" means any continuous, regular, or occasional activity of any kind undertaken for financial gain, and includes a trade, profession, or occupation. However, the following business uses by you are permitted without being stated on the Certificate of Property Insurance:

1. school, if not more than three students are under instruction at any one time;
2. babysitting or daycare, provided a license for such daycare or babysitting is not required by provincial by-law as per province shown on Certificate of Property Insurance;
3. storage of merchandise, providing the total value of such merchandise does not exceed \$2,500.
4. Incidental business use as defined

"Business Property" means property of any description related to a business pursuit conducted on the premises or elsewhere.

"Cash Cards" means cards designed to store a cash value by electronic means for use as a mode of payment, without a personal identification number and without direct access to a bank or other account.

"Civil Authority" means any person acting under the authority of 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.

"Collectible Personal Property" means property of rare, unique or novel items of personal interest, whether worn or not, or used by the insured or not, such as but not limited to books, dolls, memorabilia, sports cards, etc.

"Computer system" means any computer, hardware, software, communications system, electronic device (including but not limited to smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

"Cyber act" means an unauthorized, malicious, or criminal act or series of related unauthorized, malicious, or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any "computer system". It also includes "malware" or similar mechanism.

"Cyber incident" means:

1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any computer system; or
2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any computer system.

Cyber incident includes malware or similar mechanism.

"Data" means information, facts, concepts, code, or any other information of any kind:

1. that is recorded or transmitted in a form to be used, accessed, processed, transmitted, or stored by a computer system including programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment; or
2. that is used for records, including but not limited to books of account, drawing or card index systems.

"Data Problem" means:

1. erasure, destruction, corruption, misappropriation, misinterpretation of data;
2. error in creating, amending, deleting or using data; or
3. inability to access, receive, transmit or use data.

"Data Recovery" means services performed by a professional for the process of salvaging electronic data from damaged hard drive(s) installed in your personal computer.

"Data Recreation" means services performed by a professional to manually recreate electronic data stored on damaged hard drive(s) installed in your personal computer but does not include the value of electronic data even if such electronic data cannot be recreated.

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

"Dwelling" means the building described in the Certificate of Property Insurance, wholly or partially occupied by you as a private residence.

"e-bike (electric bike)" means a power assisted bicycle that meets the federal and provincial definitions of a power assisted bicycle and is incapable of attaining speeds higher than 32 km/h on level ground.

"Electric Vehicle Supply Equipment (EVSE)" means an electric vehicle charging station that supplies recharging of plug-in private passenger electric vehicles and private passenger plug-in hybrid vehicles and, where required, has been installed by a qualified electrician and meets provincial installation requirements and is located on your premises.

Section I – Definitions

"Flood" means 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.

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

"Garden Tractor" means a tractor of not more than 30hp used for cutting lawns, tilling gardens, and removing weeds. May also be used for snow removal. Does not include backhoes, front loaders, or similar equipment.

"Green Products" means any product meeting eco-labelling standards as defined by the International Organization for Standards (ISO) and bearing a label from any certifying body who's certification mark complies with the ISO standard

"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 the buildup of ice and water on the roof, or within the eaves trough and downspout system, caused by repeated thawing and freezing of ice and snow within the eaves trough and downspout system.

"Identity Theft" means the act of acquiring key pieces of an insured persons identifying information and knowingly transferring or using that information, without lawful authority, with the intent to commit, or to aid or abet, any unlawful activity that constitutes a violation of any federal, provincial, territorial, municipal or quasi-criminal law.

"Incidental Business Use" means:

1. a business activity other than a farm operation conducted by an insured person that:
 - a. does not produce more than \$25,000 in annual gross revenues;
 - b. does not involve the employment of others subject to any workers' compensation, disability benefits, unemployment compensation or other similar laws;
 - c. sales and services are confined solely to Canada; and
 - d. conforms to municipal, provincial and federal laws.
2. a farm operation conducted by an insured person on the premises that:
 - a. is located at and solely operated from the premises specified on the Declaration of Property Certificate;
 - b. does not produce more than \$25,000 in annual gross revenues from agriculture operations;
 - c. is restricted solely to the sale of crops, produce and hay. It may include the boarding of horses;
 - d. it does not involve the raising or sale of animals; and
 - e. does not involve the employment of others for more than 1,500 hours per policy term.

"Insured" means the Named Insured, while living in the same household:

1. the Named Insured's spouse;
2. the relatives of either; and
3. any person under the age of 21 in their care.

In addition, a student who is enrolled in and actually attends a school, college, or university and who is dependent on the Named Insured or his or her spouse for support and maintenance is also insured even if temporarily residing away from the principal residence stated on the Certificate of Property Insurance.

Only the person(s) named on the Certificate of Property Insurance may take legal action against us.

"Intangible Assets" means intangible assets including but not limited to non-fungible tokens (NFTs), other blockchain-based assets, digital collectibles or digital art.

"Major Renovation(s)" means alterations or repairs to existing dwelling buildings or detached private structures where either a building permit is required, or any other permits are required by regulation. Including any alterations or repairs involving:

- a. site preparation;
- b. removal or weakening of any structural support, excluding foundations; or
- c. the opening of an exterior wall or roof component that extends beyond 48 consecutive hours.

The period of major renovation commences from the date the alterations or repairs are initiated and continues until such time as all interior fixtures are installed with all exterior finishes and finished carpentry completed.

If the premises is unoccupied during the period of major renovation, the dwelling building or detached private structure is considered under major renovation until the occupants have taken up residency even if the alterations or repairs have been substantially completed and the certificate of occupancy has been issued.

Examples of Major Renovations include but are not limited to:

- First floor addition or extension;
- Adding another floor;
- Adding a garage or replacing an existing garage (attached or detached)
- Removal of load-bearing walls;
- Opening an exterior wall;
- Kitchen, bathroom, basement renovations or any of the included Major Renovations that require any of the following:
 - Building permit is required or any other permits that are required by regulation;
 - Structural architect.

"Malware or Similar Mechanism" means any program code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with, or otherwise adversely affect computer programs, data files or operations (whether involving self-replication or not), including but not limited to 'virus,' 'Trojan horses,' 'worms,' 'logic bombs' or 'denial of service attack.'

"Named Insured" means person(s) named as insured(s) on the Certificate of Property Insurance. **"Premises"** means the land contained within the lot lines on which the unit is situated.

"Reasonable Care" means measures customarily taken by a tenant to ensure, to the best of their ability, that heating has been and will continue to be maintained. These measures include, but are not limited to, arranging for a competent person to regularly check your dwelling, regularly monitoring the heat in your dwelling by way of a remote system, ensuring the heating system is operational and functioning prior to departure, ensuring all windows and doors are closed and secured, and ensuring the thermostat has been set to a temperature that is sufficient to prevent freezing of pipes.

"Renewable Energy Equipment" means permanently installed solar panels, wind turbines, rechargeable batteries, geothermal equipment, and their apparatus installed on your premises and, where required, which have been installed by a qualified electrician and meet provincial installation requirements, and are used for the generation, transmission, storage, or utilization of mechanical or electrical power, predominately for personal use, not otherwise insured.

"Rental Income" means the sum of money paid or payable to the insured by tenants in respect of rental of the premises less any non-continuing expenses.

"Residence Employee" means a person employed by you to perform duties in connection with the maintenance or use of the premises. This includes persons who perform household or domestic services or duties of a similar nature for you. This does not include contractors or sub-contractors. It also does not cover persons while performing duties in connection with your business.

Section I – Definitions

"Specified Perils"

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

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. a falling object which strikes the exterior of the building;
6. impact by aircraft, watercraft, or land vehicle;
7. riot;
8. vandalism or malicious acts, not including loss or damage caused by theft or attempted theft;
9. water damage meaning damage caused by:
 - a. the sudden and accidental escape of water from a watermain;
 - b. the sudden and accidental escape of water or steam from within a plumbing, heating, sprinkler, air conditioning system or domestic water container, which is located inside your unit;
 - c. the sudden and accidental escape of water from a domestic water container located outside the dwelling. However, such damage is not covered when the escape of water is caused by freezing;
 - d. water which enters your unit through an opening which has been created suddenly and accidentally by an Insured Peril;
 - e. the backing up or escape of water from an eavestrough or down spout, or by ice damming, provided the water has not entered through a basement or foundation wall;
10. windstorm or hail, including loss or damage caused by weight of ice, snow, or sleet. This peril does not include loss or damage to your personal property within a building, caused by windstorm, hail or coincidental rain damage unless the storm first creates an opening in the building;
11. transportation meaning loss or damage to your personal property, caused by collision, upset, overturn, derailment, stranding or sinking of any motorized vehicle or attached trailer in which the insured property is being carried. This would also apply to any conveyance of a common carrier but does not include loss or damage to property in a vacation or home trailer which you own. Watercraft, their furnishings, equipment, or motors are also not covered.

"Secured Storage Facility" means, a building designed specifically for storage that is locked and has 24-hour security monitoring.

"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" means either of two persons who are married to each other or who have together entered into a marriage that is voidable or void, or either of two persons who are 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.

"Surface Waters" means water on the surface of the ground where water does not usually accumulate in ordinary watercourses, lakes, or ponds.

"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

"Under Construction" means construction of a new dwelling building or detached private structure. The period of time commencing from the date site preparation is initiated and continuing through demolition, excavation, laying of foundations and the assembly of components, concluding when the dwelling building/detached private structure is substantially completed and the certificate of occupancy has been issued.

If the premises is unoccupied during the period of construction, the dwelling building or detached private structure is considered under construction until the occupants have taken up residency even if the construction has been completed and the certificate of occupancy has been issued.

"Unit" means the building, or portion of the building, rented by you, and detached private structures, garages, parking stalls, storage rooms or lockers, occupied by you for use as a private residence at the location shown on the Certificate of Property Insurance.

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

1. all occupants have moved out with no intention of returning and no new occupant has taken up residence; or
2. in the case of a newly constructed dwelling, no occupant has yet taken up residence.

"Virtual currency" means a digital representation of value that functions as, including but not limited to, a medium of exchange, a unit of account, and/or a store of value. It includes, but not limited to, digital currency, crypto currency, any other type of electronic currency, or on-line peer-to-peer mediums of exchange.

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

"We", "us" or "our" means the company providing this insurance.

"You" or "your" refers to the Insured.

Section I – Property Coverages

Coverage

The amounts of insurance are shown on the Certificate of Property Insurance.

Coverage C - Personal Property

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

If you are not the owner of the unit, we also insure unit improvements and betterments made by you or acquired at your expense but only in the portion that you occupy as a private residence.

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

We do not insure loss or damage to:

 - a. motorized vehicles or their equipment (except for lawn mowers, other gardening equipment, garden tractors, snow blowers, wheelchairs, scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability, electric personal mobility assistive devices, watercraft other than personal watercraft powered by a jet- pump propulsion system, e-bikes and golf carts);
 - b. aircraft or their equipment, except for drones which are less than the federally regulated maximum weight permitted to be operated without valid licensing.

Equipment includes audio, visual, recording, or transmitting equipment powered by the electrical system of a motor vehicle or aircraft. It also includes automobile keys, automobile transponders, and frequency-operated keys. Equipment does not include spare automobile parts.

Section I – Property Coverages

2. We insure your personal property while it is temporarily away from your premises, anywhere in the world.

Personal property normally kept at any other location that you own or rent in Canada is insured for up to 20% of the highest limit for Coverage C for any single location listed on this policy.

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 or with you.

Personal property stored in a secured storage facility is insured for a period of 60 days only, from the date the property was first stored. We will continue coverage beyond that period for the peril of theft only. The period of 60 days does not apply to personal property in storage as a result of a covered loss.

3. We insure the personal property of a student, who is insured by this policy but is temporarily residing away from home for the purpose of attending a school, college or university.
4. We insure the personal property of your spouse, your father or mother or your spouse's father or mother who are living in a nursing home or a home for the aged, but who are in your legal custody.
5. We insure the personal property of physically or mentally challenged persons, who are legally in your custody, while residing in a facility designed for the care of such persons.

Extensions of Coverage

Change of Temperature

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

Moving to Another Home

We insure your personal property while in transit to and at another location within Canada which is to be occupied by you as your principle residence. Coverage applies for 60 consecutive days commencing on the date personal property is removed from your principle residence, but not beyond the date the policy expires or is terminated. This coverage does not increase the amounts of insurance.

Landscaping

You may apply up to 5% in total of the amount of insurance on your dwelling to landscaping, on your premises. We will not pay more than \$10,000 for any grass, one tree, plant or shrub.

Landscaping includes but is not limited to outdoor trees, plants, shrubs and lawns. It also includes any design expenses. This extra coverage does not apply to naturally occurring or native grown vegetation, including but not limited to brush, woodlands, forest, grasslands, or wetlands.

We insure these items against loss caused by fire, theft, lightning, explosion, impact by aircraft, watercraft or land vehicle, riot, vandalism and malicious acts. We do not insure items or lawns grown for commercial purposes..

Tear Out

If any tenant's improvements or betterments insured by this policy must be removed or torn apart before water damage covered by this form can be repaired we will pay the cost of such work and its restoration. This includes tear out, remediation, and restoration of any tenant's improvements or betterments insured by this policy affected by fungi that grows because of a covered loss.

The cost of tearing out and replacing property to repair damage related to outdoor swimming pools or public water mains is not insured.

Special Limits of Insurance

We insure:

1. Books, tools, instruments, clothing, goods, and other property pertaining to an ongoing business up to \$25,000 if not covered under another policy of insurance. Other property used for business is not insured, including samples and goods held for sale;
2. Securities up to \$10,000 in total;
3. Evidences of Debt or Title up to \$10,000 in total;
4. Money including cash cards or bullion, up to \$2,500 in total but not including "virtual currency"
5. Watercraft, their trailers, furnishings, equipment, accessories and motors up to \$5,000 in total, but we do not insure personal watercraft powered by a jet- pump propulsion system;
6. Camper units, truck caps, trailers, or their equipment up to \$5,000 in total;
7. Cannabis for personal use in all consumable forms and cannabis plants, except for medicinal use, up to \$1000 in total.
8. Wine or spirits on the premises, up to a maximum of 15% of Coverage C as shown on the Certificate of Property Insurance. Loss or damage due to breakage is limited to 15% of Coverage C as shown on the Certificate of Property Insurance or \$50,000 whichever is less. Such property is also covered while away from the premises for an amount up to a maximum of 1% of Coverage C as shown on the Certificate of Property Insurance, but this limit of insurance does not apply when the wine is stored in the cellars of a wine club or similar location.

Coverage for wine or spirits while away from the premises does not include breakage.

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

1. Limited edition, custom, or designer handbags which may be made by a well known and renowned fashion house including but not limited to, purses, wallets, totes, clutches, and other items of a similar nature up to \$50,000 per claim;

In addition, we insure the following personal property up to a global limit of \$50,000 per claim:

2. Jewellery, watches, gems, fur garments and garments trimmed with fur;
3. Numismatic property (such as coin collections);
4. Manuscripts, stamps and philatelic property, (such as stamp collections);
5. Firearms
6. Collectible Personal Property

Coverage D - Additional Living Expense

The amount of insurance for Coverage D 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.

1. **Additional Living Expense.** If, as a result of damage by a Peril not otherwise excluded, the dwelling or your unit is unfit for occupancy, or you have to move out while repairs are being made, we insure any necessary increase in living expenses, including moving expenses incurred by you, so that your household can maintain its normal standard of living. Payment shall be for the reasonable time required to repair or rebuild your unit or, if you permanently relocate, the reasonable time required for your household to settle elsewhere.
2. **Rental Income.** If a peril not otherwise excluded makes that part of the dwelling or detached private structures rented to others or held for rental by you unfit for occupancy, we insure its Rental Income. Payment shall be for the reasonable time required to repair or replace that part of the dwelling or detached private structures rented or held for rental.

In the event that the rental unit was not occupied by a tenant at the time of the loss, payment will cease at the time the unit becomes fit for occupancy.

Section I – Property Coverages

There will be no coverage under this form if a tenant has not previously occupied the unit, or it has been unoccupied for a period in excess of 6 months.

If the unit was occupied or there was a signed lease to take up occupancy at the time of the loss and the tenant does not resume occupancy when the unit is fit for occupancy, coverage will continue until a tenant takes up occupancy up to a maximum of 90 days after the unit is fit for occupancy.

The amount paid will not exceed the lesser of:

- a. the actual rent owing for the last month rent was due for the insured unit
 - b. any amount payable as detailed in a signed lease agreement at the time of the loss, for the period the unit is unfit for occupancy.
3. **Rental Income Limitation.** If a peril not otherwise excluded makes that part of the dwelling or detached private structures rented to others or held for rental by you unfit for occupancy and that part of the dwelling or detached private structure was held for a noncontinuous rental period during the policy term, we insure its Rental Income. Payment shall be for no more than:
- a. 30 days during the policy term; or
 - b. The number of days reserved prior to the loss during the policy term for rental, whichever is less.

We do not insure the cancellation of a lease agreement

4. **Additional Babysitting Costs.** If, as a result of damage by a peril not otherwise excluded your dwelling is unfit for occupancy, or you have to move out while repairs are being made, we insure any necessary increase in babysitting costs for children below the age of 14.
5. **Prohibited Access.** If a civil authority prohibits access to the dwelling or your unit:
- a. as a direct result of damage to neighbouring premises by peril not otherwise excluded under this form, we insure any resulting Additional Living Expense and or
 - b. by order for mass evacuation as a direct result of a sudden and accidental event within Canada or the United States of America, we insure any resulting necessary and reasonable increase in living expense and additional babysitting costs incurred by you for the period access is prohibited, not exceeding 30 days from the date of the order of evacuation, or

by declaration of a state of emergency, we insure any resulting necessary and reasonable increase in living expense and additional babysitting costs incurred by you, if the emergency has a direct impact on you or insured property located in the declared emergency area. The most we will pay is 90 days or the limit shown on your Certificate of Property Insurance for Coverage D – Additional Living Expenses, whichever is less. This coverage for mass evacuation is not subject to a deductible.

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

- i. flood;
- ii. earthquake, unless the earthquake peril has been added to this policy by endorsement ;
- iii. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military power;
- iv. Terrorism or 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 such loss or damage;
- v. 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;
- vi. contamination by radioactive material;
- vii. any communicable disease;
- viii. any "cyber act"

This coverage does not increase the amounts of Insurance for Coverage D, Additional Living Expense.

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

Special Coverage Features

In addition to the insurance provided by the Property Coverages, your policy provides these Special Coverage Features, subject to the terms and conditions set out.

Alternate watering expenses

If a covered loss to your alternative water system makes it necessary for you to purchase replacement water for watering of the grounds of the premises, we will cover the increase in the watering expenses for the reasonable amount of time required to restore or replace the system, even if the policy period ends during that time. However, if the loss is to the sprinkler heads only, there is no coverage.

This Coverage Feature is not subject to a deductible.

Back-up Power System Installation Expense

After a covered water damage loss not otherwise excluded from this policy, we will pay up to \$5,000 for expenses incurred by you for the installation of back-up power system to protect your dwelling from the same loss occurring again. The covered water damage loss must have been caused by frozen watermain due to the loss of electrical power or failure of sump pumps due to the loss of electrical power.

A back-up power system means:

1. A back-up power generator system which in the event of a power outage, automatically supplies backup electricity to maintain operation of critical home systems such as the heating system, sump pumps, refrigerator or freezers and alarms or fire sprinkler systems located in your dwelling or detached private structures;
2. A back-up power home battery system which stores surplus electricity for later consumption, which in the event of a power outage, automatically supplies backup electricity to maintain operation of critical home systems such as the heating system, sump pumps, refrigerator or freezers and alarms or fire sprinkler systems located in your dwelling or detached private structures;

This Coverage Feature cannot be used in conjunction with the Loss Prevention Device Coverage Feature for the same covered loss.

This additional coverage only applies if the loss exceeds the deductible.

By-Laws Coverage

The Insurance provided by Coverages A and B under Section I of this policy is, without increasing the amount of insurance, to provide the following coverage at the location specified and only as a result of a covered loss:

1. loss occasioned by the demolition of any undamaged portion of the buildings or structures, or
2. the cost of demolishing, and clearing the site of any undamaged portion of the buildings or structures, or
3. any increase in the cost of repairing, replacing, constructing, or reconstructing the buildings or structures 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 by-law, regulation, ordinance, or law which:

1. regulates zoning or the demolition, repair or reconstruction of damaged buildings or structures; and
2. is in force at the time of such loss or damage.

You are not insured against:

Section I – Property Coverages

1. the enforcement of any by-law, regulation, ordinance, or law which prohibits the Insured from rebuilding or repairing on the same site or an adjacent site or prohibits continuance of like occupancy;
2. the enforcement of any by-law, regulation, ordinance, or law which could apply in absence of a loss
3. making good faulty workmanship, material or design
4. the additional cost to comply with any by-law, regulation, ordinance, or law, unless your dwelling or detached structure are repaired, rebuilt or replaced on the same site.

The deductible applies to this Coverage Feature.

Domestic Animal Coverage

We will pay up to a total of \$10,000 for the following expenses you incur as a result of a loss not otherwise excluded from this policy:

1. The boarding of your domestic animal if you are displaced from the premises;
2. Vet charges to treat your injured domestic animal;
3. Expenses related to the necessary euthanizing of your domestic animal, including burial and cremation expenses; and
4. The costs associated with replacing your deceased domestic animal with one of a similar breed and pedigree.

\$10,000 is the most we will pay regardless of number of services or domesticated animals.

This Coverage Feature is not subject to a deductible.

Fire Department Charges

We will reimburse you for fire department charges incurred for attending your premises to save or protect insured property from loss or damage or further loss or damage, insured against by this form.

This Coverage Feature is not subject to a deductible.

Fridge and Freezer Protection

We will pay for loss or damage to food, wine and/or prescribed medication while contained in a freezer and/or fridge located on your premises caused by the accidental interruption of electrical power on or off the premises or by mechanical breakdown of the freezer and/or fridge. This coverage includes damage to the freezer and/or fridge when it is due to the insured food, wine and/or prescribed medication spoilage and also reasonable expenses incurred by you to save and preserve the food, wine and/or prescribed medication from spoilage while your freezer and/or fridge is being repaired.

We do not insure:

1. loss from spoilage caused by the operation of an electrical circuit breaker or fuse or by accidental or intentional disconnection of the power supply in the building containing the freezer;

This Coverage Feature is not subject to a deductible.

Funeral Monuments

Funeral monuments situated in a burial place for any amount not exceeding Coverage C – Personal Property on the Certificate of Property Insurance, but only if loss or damage is caused by a Specified Peril as defined in this policy.

This Coverage Feature is not subject to a deductible.

Green Products

We will pay an additional amount up to 5% of each of Coverage C – Personal Property for any loss under Betterments and Improvements where Green Products of your choice have been used to repair or replace the damaged or destroyed building.

We will also pay an additional amount up to 5% of Coverage C – Personal Property for any loss where Green Products of your choice have been used to repair or replace your lost or damaged home appliances and home electronics.

The most we will pay for this coverage feature is \$100,000 in total

This Coverage Feature is not subject to a deductible.

Inflation Guard

We will increase the limits of insurance stated on the Certificate of Property Insurance for Coverages C by amounts which are solely attributable to the inflation increase since the inception date of this policy, the latest renewal or anniversary date or from the date of the most recent change to the amounts of insurance shown on the Certificate of Property Insurance, whichever is the latest.

On renewal or anniversary date, we will automatically increase the amounts of insurance shown on the Certificate of Property Insurance under Section I by amounts which are solely attributable to the inflation increase since the inception date of this policy or the latest renewal or anniversary date.

Lock Replacement

If your exterior door keys are lost or stolen, your policy provides up to \$3,000 to re-key your locks or to replace them if it is not possible to re-key them. You must notify us within 72 hours of the discovery of the keys being lost or stolen.

This Coverage Feature is not subject to a deductible.

Loss Prevention Device

After a loss that is not otherwise excluded from this policy, we will pay up to \$5,000 for expenses incurred by you for the installation of an approved loss prevention device to protect your dwelling from the same loss occurring again. Approved loss prevention devices include: fire alarm systems, fire suppression systems, security systems, sump pumps, automatic water shut off devices, lightning suppression systems and hail resistant roofing materials.

This Coverage Feature cannot be used in conjunction with the Back-up Power System Installation Expense Coverage Feature for the same covered loss.

This additional coverage only applies if the loss exceeds the deductible.

Personal Records Stored in a Personal Computer or Personal Electronic Device

We will pay for "data recovery" of personal records lost because of a peril not otherwise excluded. To the extent that "data recovery" of personal records is not possible, we will pay for "data recreation". "Virtual currency", "intangible assets" and "data" pertaining to "business" use are not covered

Coverage under this feature is limited to a maximum of \$20,000.

The deductible applies to this Coverage Feature.

Preventative Measures

We will pay up to \$10,000 to reimburse you for any reasonable and necessary costs incurred to protect the unit from any imminent danger due to a act of nature that is not otherwise excluded by this policy.

Property Removed

If you must remove insured property from your premises to protect it from loss or damage that is covered by this policy, it is insured by this form for 90 consecutive 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 insured property at the time of loss.

The deductible applies to this Coverage Feature.

Section I – Property Coverages

We will pay up to \$10,000 to any individual or organization for information leading to the arrest and conviction of any person(s) who robs from any person insured under this policy or steals, vandalizes, burglarizes or commits arson to any insured property. Regardless of the number of persons providing information, payment will not exceed \$10,000 in total.

Reward Coverage

This Coverage Feature is not subject to a deductible.

Insured Perils

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

Exclusions – Section I

Property not insured:

1. buildings or structures used in whole or in part for business or farming purposes except for incidental business use;
2. retaining walls, unless the damage is caused by fire, lightning, impact by watercraft, land vehicle or aircraft, vandalism, and malicious acts;
3. sporting equipment where the loss or damage is due to its use;
4. animals, birds, or fish unless the loss or damage is caused by a Specified Peril, other than impact by aircraft, watercraft, or land vehicle;
5. property at any fairground, exhibition, or exposition for the purpose of exhibition or sale;
6. any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
7. any property illegally acquired, used, kept, stored, imported, or transported or any property subject to forfeiture;
8. loss or damage to wine or spirits caused by spoilage
9. "virtual currency";
10. "intangible assets";

Loss or damage not insured:

11. scratching, abrasion or chipping of any personal property or breakage of any fragile or brittle articles unless caused by a Specified Peril, accident to a land vehicle, watercraft or aircraft, or theft or attempted theft;
12. wear and tear, deterioration, defect, or mechanical breakdown;
13. inherent vice or latent defect;
14. the cost of making good:
 - a. faulty or improper material;
 - b. faulty or improper workmanship; or
 - c. faulty or improper design.

This exclusion does not apply to loss or damage caused directly by a resultant peril not otherwise excluded in this form;

15. a. data; or
b. loss or damage caused directly or indirectly by a data problem. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage except you are still insured for ensuing loss or damage caused directly by fire, explosion, smoke, or water damage, all as described under Specified Perils.
16. loss involving "virtual currency" or "intangible" assets of any kind, by whatever name known, whether actual or fictitious.

Nor do we insure loss or damage:

17. caused by rust or corrosion, wet or dry rot, or fungi or spores. This exclusion does not apply when fungi or spores cause loss or damage directly as a result of a covered loss.
18. resulting directly from settling, expansion, contraction, moving, bulging, buckling, or cracking except resulting damage to building glass;
19. occurring after your unit has, to your knowledge, been vacant for more than 30 consecutive days;
20. caused directly or indirectly by:
 - a. 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 coal, natural or manufactured gas; or
 - b. contamination by radioactive material.

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.
21. caused directly or indirectly by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.
22. 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". This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable, or contrary to statute, the remainder shall remain in full force and effect. This exclusion does not apply to ensuing loss or damage which directly results from fire or explosion of natural, coal or manufactured gas;
23. resulting from an intentional or criminal act or failure to act by:
 - a. any person insured by this policy;
 - b. any other person at the direction of any person insured by this policy; or

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

 - i. whose act or omission caused the 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 loss or damage

(2) A 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 reasonable place and time designated by us.

Section I – Property Coverages

- ii. cannot recover more than their proportionate interest in the lost or damage property.
- 24. arising directly or indirectly from the growing, manufacturing, processing, storing, possession, or distribution by anyone of any drug, narcotic or illegal substances or items of any kind. This includes any alteration of the premises to facilitate such activity, whether or not you have any knowledge of such activity. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.
- 25. to personal property undergoing any process involving the application of heat, or while being worked on, where the damage results from such process or work, but resulting damage to other property is insured;
- 26. caused by birds, vermin, skunks, rodents, (other than raccoons and squirrels), bats or insects, except loss or damage to building glass;
- 27. caused by smoke from agricultural smudging or industrial operations;
- 28. caused directly or indirectly by snowslide, earthquake, landslide, mudflow, or any other earth movement. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage except you are still insured for ensuing loss or damage which directly results from fire or explosion;
- 29. caused by vandalism or malicious acts or glass breakage occurring while your unit is under construction, under major renovation or vacant even if permission for construction or vacancy has been given by us;
- 30. resulting from a change in ownership of property that is agreed to even if that change was brought about by trickery or fraud;
- 31. caused by or resulting from contamination or pollution, or the release, discharge or dispersal of contaminants or pollutants, unless the loss or damage resulted from the sudden and accidental bursting or overflowing of your domestic fixed fuel oil tank, apparatus, or pipes.

We do not insure loss or damage:

- a. to sewers;
- b. caused by continuous or repeated leakage or seepage;
- c. occurring while the unit is under construction or vacant, even if we have given permission for construction, under major renovation or vacancy;
- 32. caused by theft or attempted theft of property in or from a unit under construction or major renovation or of materials and supplies for use in the construction or major renovation until the unit is completed and ready to be occupied;
- 33. to an outdoor hot tub, outdoor swimming pool or equipment attached to a public watermain, caused by water escape, rupture or freezing;
- 34. caused directly or indirectly by continuous or repeated seepage or leakage of water. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
- 35. caused directly or indirectly by flood, surface water, spray, storm surge, ice, or waterborne objects, all whether driven by wind, wave or not. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, unless the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached;
- 36. caused directly or indirectly by water except as defined in Specified Perils; but we do not insure loss or damage:
 - a. caused by the backing up or escape of water from a sewer, sump or septic tank, retention tank, French drain, or water leader;
 - b. caused by ground water or rising of the water table;
 - c. caused by surface waters;
 - d. to a watermain;
 - e. caused by shoreline ice build-up or by water-borne ice or other objects, all whether driven by wind, wave or not;
 - f. occurring while the unit is under construction, under major renovation or vacant even if we have given permission for construction or vacancy;
 - g. caused by freezing in a plumbing, heating, or air conditioning system, or household appliance:
 - i. within a heated portion of your dwelling, unless you used reasonable care to maintain heat in the building or shut off and drained the water system or appliance; or
 - ii. within an unheated portion of your unit.

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

- 37. or expenses, caused directly or indirectly, in whole or in part by any communicable disease regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage or expenses;
- 38. directly or indirectly caused by, contributed to by, resulting from or arising out of any "cyber act" or any "cyber incident". This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage except you are still insured for ensuing loss or damage caused directly by fire, explosion, smoke, or water damage all as described in Specified Perils, and theft or attempted theft of property when such property is not otherwise excluded.

Basis of Claim Payment

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

Amounts Not Reduced

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

Actual Cash Value

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

Damage to Unit

If your unit is damaged by theft of attempted theft, or if its interior is damaged by vandalism or malicious acts, and the damage is repaired or replaced with materials of similar quality within a reasonable time after damage, we will pay for the actual cost of repairs or replacement (whichever is less) without deduction for depreciation.

If loss or damage is not replaced or repaired we will pay the actual cash value of the loss or damage at the date of the occurrence.

Deductible

We are responsible only for the amount by which the loss or damage covered by this policy of insurance exceeds the amount of the deductible shown on the Certificate of Property Insurance in any one occurrence.

If your claim exceeds \$100,000, and the applicable deductible amount on the Certificate of Property Insurance is \$50,000 or less, the deductible will not apply to your claim. This does not apply to claims made under the global limit as described under "Special Limits of Insurance", for such things as Jewellery, Numismatic Property and/or Stamps, nor does it apply to claims made under the limit for Limited edition, custom, or designer handbags as described under "Special Limits of Insurance". The deductible will always apply, regardless of the amount of the loss, if:

- a. the unit is vacant for more than 30 consecutive days even if permission has been given by us;
- b. the unit is under construction or under major renovation even if permission has been given by us, whether we have been advised or not;

Section I – Property Coverages

If your claim involves personal property on which the Special Limits of Insurance apply, the limitations apply to losses exceeding the deductible amount.

Insurance Under More Than One Policy

If you have insurance on specifically described property, this policy will be considered excess insurance and we will not pay any loss or claim until the amount of such other insurance is used up.

In all other cases, we will pay our rateable proportion of the loss or claim under this policy.

Personal Property

1. For electronic media we will pay the cost of reproduction 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, or the value of electronic media if such electronic media cannot be recreated.
2. For other records, including books of account, drawings, or card index systems, we will pay the cost of blank books, pages, cards or other materials plus the cost of actually transcribing or copying the records.
3. We will pay on the basis of replacement cost for all other personal property except:
 - a. articles that cannot be replaced with new articles because of their inherent nature, including antiques, fine arts, paintings, and statuary;
 - b. articles for which their age or history substantially contributes to their value, such as memorabilia, souvenirs, and collector's items;
 - c. property that has not been maintained in good or workable condition;
 - d. property that is no longer used for its original purpose; for which we will pay based on property of like quality and capable of performing the same function.

Replacement cost means the cost, on the date of the loss or damage, of the lower of:

1. repairing the property with materials of similar kind and quality; or
2. new articles of similar kind, quality and usefulness; without any deduction for depreciation.

For personal property described under "Special Limits of Insurance" we will not pay more than the applicable limit under either the replacement cost or actual cash value basis.

Your Unit Improvements and Betterments

If you replace or repair damaged or destroyed unit improvements and betterments at your expense with materials of similar quality within a reasonable time after damage we will pay for the actual cost of repairs or replacement (whichever is less) without deduction for depreciation.

If loss or damage is not replaced or repaired we will pay the actual cash value of the loss or damage at the date of the occurrence.

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

We will also pay any additional costs incurred for the removal of debris of property insured which results from loss or damage insured by this policy. Removal of trees and shrubs due to wind, hail and weight of ice and snow is limited to \$5000 in total.

Additional Agreement

Property of Others

At the option of the Insurer, any loss may be paid to the Named Insured or adjusted with and paid to the owner of the Renewable Energy Equipment. For leased or rented Renewable Energy Equipment, notwithstanding any payment made by us to the owner of such equipment, the insured's right to dispute resolution available under any condition of this policy or applicable insurance legislation is unaffected.

Conditions

The following conditions apply to the coverage provided by Section I of this policy.

Notice to Authorities

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

Pair, Set and Parts

For a covered loss to an article of personal property that is part of a larger unit, or a pair or set, we will pay whichever is less:

1. the cost to repair the damaged property to its pre-loss condition;
2. the cost to replace it;
3. the difference between its market value before the loss and after the loss;

However, if you agree to surrender the undamaged article(s) of the pair, set or parts to us, we will pay you the full replacement cost of the entire pair, set or parts.

Permissions Granted

You have our permission under the terms and conditions of this policy to:

1. make alterations, additions and repairs to the unit that you occupy. (You may, however, need to request an increase in your Limits of Insurance.) We must be notified within 30 days of the commencement of any major renovations and for any unit improvement that is not a major renovation that exceeds \$500,000.
2. store and use reasonable and normal quantities of fuel oil, gasoline, benzene, naphtha, or other similar materials.

Statutory Conditions

All of the conditions set out under the title Statutory Conditions apply with respect to all of the perils insured under Section I except that these conditions may be modified or supplemented by the provisions of the said Section I or by forms or endorsements which modify Section I.

Subrogation

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

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

If such action on our part does not fully indemnify both you and us, the amount that we recover will be divided between you and us in the proportions in which the loss or damage has been borne by each of us, respectively. The amounts so available for distribution shall be net of the costs of effecting the recovery.

Section II – Definitions

"Abuse" means any act or threat involving molestation, harassment, corporal punishment or any other form of physical, sexual or mental abuse.

"Actual Cash Value" in this Section has the same meaning as in Section I.

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

"Business or Business Pursuit" means any continuous, regular, or occasional activity of any kind undertaken for financial gain, and includes a trade, profession, or occupation. However, the following business uses by you are permitted without being stated on the Certificate of Property Insurance:

1. school, if not more than three students are under instruction at any one time;
2. babysitting or daycare, provided a license for such daycare or babysitting is not required by provincial by-law as per the province shown on the Certificate of Property Insurance.
3. Incidental business use as defined.

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

"Computer system" in this Section has the same meaning as in Section I.

"Cyber act" in this Section has the same meaning as in Section I.

"Cyber incident" in this Section has the same meaning as in Section I.

"Damages" means the sum, whether determined through judicial procedure or agreed to in writing by "Us", required to pay a claim for which coverage is provided by this policy.

"Dwelling" in this Section has the same meaning as in Section I.

"Electric Vehicle Supply Equipment (EVSE)" in this Section has the same meaning as in Section I.

"Incidental Business Use" has the same meaning as in Section I

"Insured" in this Section has the same meanings as in Section I. In addition, we will insure:

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

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

"Malware or Similar Mechanism" in this Section has the same meaning as in Section I.

"Named Insured" in this Section has the same meaning as in Section I.

"Personal Injury" means:

1. false arrest, false imprisonment, wrongful detention
2. wrongful entry, eviction, invasion of rights to privacy
3. malicious prosecution
4. humiliation
5. libel, slander, defamation of character

"Premises" means all premises where the Named Insured or the Named Insured's spouse, maintains a residence, including seasonal and other residences, provided such premises are specifically described on the Certificate of Property Insurance. It also includes:

1. premises where you are residing temporarily or which you are using temporarily, as long as you are not:
 - a. the owner of the premises;
 - b. the lessee or tenant of the premises under any agreement which is longer than 90 consecutive days except for student's premises described in item 6 below;
 - c. the lessee or renter of a hall or similar entertainment venue used for social events, such as weddings, parties, etc.
2. 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. 30 consecutive days;
 - b. the date the policy expires or is terminated;
 - c. the date upon which specific liability insurance is arranged for such premises;
3. individual or family cemetery plots or burial vaults;
4. vacant land in Canada you own or rent, other than farmland;
5. land in Canada where an independent contractor is building a one, two or three-family residence to be occupied by you.
6. premises in Canada where a student insured by this policy temporarily resides while attending school.

"Property Damage" means:

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

Tangible property does not include electronic data.

"Renewable Energy Equipment" means permanently installed solar panels, wind turbines, rechargeable batteries, geothermal equipment, and their apparatus installed on the land within the lot lines on which the dwelling building is situated and used for the generation, transmission, storage, or utilization of mechanical or electrical power, predominately for personal use, not otherwise insured.

"Residence Employee" in this Section has the same meaning as "Residence Employee" in Section I.

"You" or **"your"** in this Section refer to the Insured.

"We" or **"us"** in this Section have the same meanings as in Section I.

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

Coverages

This insurance applies to accidents or occurrences which take place during the period this policy is in force;

Coverage E - Your Personal Liability Protection

This is the part of the policy you look to for protection if you are sued.

We will pay all sums which you become legally liable to pay as damages because of unintentional personal injury, bodily injury or property damage arising out of:

1. your personal actions anywhere in the world, provided the dwelling building described on the Certificate of Insurance page is occupied by you as a principle residence, including your wrongful acts as a Director or Officer of a Condominium Corporation or non-profit corporation/organization, provided you do not receive any compensation other than reimbursement of expenses.

If the dwelling building described on the Certificate of Insurance page is not occupied by you as a principal residence, you are insured only for legal liability arising out of the ownership, maintenance or use of the premises described on the Certificate of Insurance page.

2. your ownership, use or occupancy of the premises defined in Section II.

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

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

We do not insure claims made against you arising from:

1. liability you have assumed by contract unless your legal liability would have applied even if no contract had been in force, but we do insure claims made against you for the legal liability of other persons in relation to your premises that you have assumed under a written contract;
2. damage to property owned by an insured or damage to premises sold, given away or abandoned by an insured, if the property damage arises out of any part of those premises;
3. damage to property used, occupied, leased, or rented by or in the care, custody, or control of an Insured, except for unintentional property damage to premises owned by others, or their contents, which you are using, renting or have in your custody or control caused by fire, explosion, water damage or smoke. This 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. Water Damage has the same meaning as in Section I;
4. damage to personal property or fixtures as a result of work done on them by you or anyone on your behalf;
5. bodily injury or personal injury to you or to any person residing in your household other than a residence employee;
6. the personal actions of a named insured who does not reside on the premises described on the Certificate of Property Insurance;
7. liability arising out of premises, other than as herein before defined.

There are other exclusions that apply to all Coverages under Section II. Please refer to "Exclusions - Section II".

Defence, Settlement Supplementary Payments

If a claim is made against you 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 if we decide this is appropriate. We will pay only for the legal counsel we select.

We will also pay:

1. all expenses which we incur;
2. all costs charged against you in any suit insured under Coverage E;
3. all prejudgment interest awarded against an "Insured" person on that part of the judgment we pay or offer to pay which is within the applicable limit of insurance. We will not pay any prejudgment interest based on that period of time after we make an offer to pay the amount of coverage;
4. any interest accruing after judgment on that part of the judgment which is within the limit of insurance of Coverage E;
5. 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 limit of insurance, but we are not obligated to apply for or provide these bonds;
6. expenses which you have incurred for emergency medical or surgical treatment to others following an accident or occurrence insured by this form;
7. reasonable expenses, including actual loss of income up to \$10,000 in total, which you incur at our request.

Action Against Us

No suit may be brought against us:

1. until you have fully complied with all the terms of this Coverage, nor until the amount of your obligation to pay has been finally determined, either by a judgment against you or by an agreement which has our consent;
2. more than one year (two years in the Yukon Territories and the Provinces of Ontario and Manitoba) 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.

Unauthorized Settlements

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

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.

The amount of insurance shown on the Certificate of Property Insurance is the maximum amount we will pay for each person in respect of one accident or occurrence.

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;

There are other exclusions that apply to all Coverages under Section II. Please refer to "Exclusions - Section II".

Notice of Accident or Occurrence

1. When an accident or occurrence takes place, you must promptly give us notice (in writing if required). The notice must include:
 - a. your name and policy number;
 - b. the time, place, and circumstances of the accident;
 - c. the names and addresses of witnesses and potential claimants.
2. If requested by us, you must arrange for the injured person(s) to:
 - a. give us written proof of claim as soon as possible, under oath if required;

Section II – Insurance of Your Liability To Others

- b. submit to physical examination at our expense by doctors we select as often as we may reasonably require;
- c. authorize us to obtain medical and other records.

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

No suit may be brought against us until you have fully complied with all the terms of this Coverage.

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 an Insured, 12 years of age or under.

We do not insure:

1. damage to property owned or rented by an insured or an insured's tenant;
2. damage to property which is insured under Section I;
3. claims resulting from the loss of use, disappearance, or theft of property;

There are other exclusions that apply to all Coverages under Section II. Please refer to "Exclusions - Section II".

Basis of Payment

We will pay whichever is the lower amount of:

1. what it would cost to repair or replace the property with materials of similar quality at the time of loss;
2. the amount of insurance shown on the Certificate of Property Insurance.

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.

1. You must give us a written proof of claim as soon as possible, under oath if required, containing the following information:
 - a. the date, time, place and circumstances of the accident or occurrence;
 - b. the interest of all persons in the property affected.
2. If requested by us, you must help us to verify the damage.

No suit may be brought against us until:

1. you have fully complied with all the terms of this Coverage;
2. 60 days after the written proof of claim has been filed with us.

Coverage H - Voluntary Compensation for Residence Employees

This coverage is automatically provided for all your occasional 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.

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

A residence employee or anyone acting on their 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.

1. When an accident occurs, you must promptly give us notice (in writing if requested by us). 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.

We will not pay benefits:

1. unless your employee was actually performing duties for you when the accident happened;
2. for any hernia injury;

Schedule of Benefits

1. Loss of Life

If your residence employee dies from injuries received in the accident within the following 26 weeks, we will pay a total of 100 times the weekly indemnity to those wholly dependent upon him or her. If there is more than one dependent the amount will be divided equally among them. This payment is in addition to any benefit for Temporary Total Disability paid up to the date of death.

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 7 days unless the disability lasts for 6 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 100 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 100 weeks in total even if the accident results in loss from more than one item.

For Loss of	Number of Weeks
A. One or more of the following:	
Hand	100
Arm	100
Foot	100
Leg	100
B. One finger or toe or	25
More than one finger or toe	50
C. One eye or	50
Both eyes	100
D. Hearing of one ear or	25
Hearing of both ears	100

5. Medical Expenses

If as a result of the accident your residence employee incurs medical expenses 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.

Loss Assessment Coverage (Homeowners and Condo only)

We will pay for your share of special assessments if:

- a. the assessment(s) are valid under the Condominium Corporation's governing rules and/or Homeowner's Associations and
- b. the assessment(s) are made necessary by occurrence(s) to which this Section of the policy applies.

We will not pay more than \$25,000 for that part of an assessment made necessary by a deductible in the insurance policy of the Condominium Corporation and/or Homeowner's Associations..

Special Limitations

Watercraft and Motorized Vehicles

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

- 1. watercraft, including their attachments, equipped with any type of motor or motors of not more than 38 kW (50 H.P.) in total when used with or on a single watercraft, other than personal watercraft powered by a jet-pump propulsion system
Any other watercraft is insured only if liability coverage for it is shown on the Certificate of Property Insurance.
- 2. non-motorized watercraft, including their attachments, not more than 8 metres (26 feet) in length;
- 3. self-propelled lawn mowers, snow blowers, garden tractors of not more than 22 kW (30 H.P.);
- 4. motorized golf carts while in use on a golf course;
- 5. motorized wheelchairs, including motorized scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability;
- 6. e-bikes.

Watercraft and Motorized Vehicles You Do Not Own

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

- 1. watercraft, of any type, you do not own;
- 2. any self-propelled land vehicle, amphibious vehicle, or air cushion vehicle, provided that the vehicle is not subject to vehicle registration and is designed primarily for recreational use off public roads;

provided that the motorized vehicle or watercraft is not owned by any person insured by this policy.

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

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

Trailers

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

Business and Business Property

We insure you against claims arising out of:

- 1. your personal actions during the course of your trade, profession or occupation which are not related directly to your trade, profession, or occupation;
- 2. the temporary or part-time business pursuits of an insured person under the age of 21 years;
- 3. the rental of your residence to others for no more than 30 days during a single policy term;
- 4. rental to others of a one or two-family dwelling usually occupied in part by you as a residence, provided no family unit includes more than 2 roomers or boarders;
- 5. the rental to others, or holding for rent, of not more than 3 car spaces or stalls in garages or stables;
- 6. Renewable energy equipment;

Section II – Insurance of Your Liability To Others

Claims arising from any other business pursuit or operation are insured only if liability coverage for it is shown on the Certificate of Property Insurance.

Exclusions - Section II

We do not insure claims:

1. caused directly or indirectly by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
2. 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. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable, or contrary to statute, the remainder shall remain in full force and effect. This exclusion does not apply to ensuing loss or damage which directly results from fire or explosion of natural, coal or manufactured gas;
3. arising from:
 - a. 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 coal, natural or manufactured gas; or
 - b. contamination by radioactive material;This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage
4. arising from business pursuits or any business use of the premises except as provided under "business and business property" in Section II or specified on the Certificate of Property Insurance;
5. arising from the rendering or failure to render any professional service;
6. arising from bodily injury or property damage caused by any intentional or criminal act or failure to act by:
 - a. any person insured by this policy; or
 - b. any other person at the direction of any person insured by this policy;
7. arising from the ownership, use or operation of:
 - a. any drone while being operated in an official race or speed test, or drones which exceed the federally regulated maximum weight permitted to be operated without valid licensing;
 - b. any other aircraft;
 - c. premises used as an airport or landing facility; and all activities related to either;
8. arising from the ownership, use or operation of any watercraft, motorized vehicle, or trailer except as provided under "watercraft and motorized vehicles" and "trailers" in Section II;
9. arising from any communicable disease;
10. arising directly or indirectly from abuse committed or alleged to have been committed by an insured, including the transmission of disease arising out of any act of abuse.
 - a. based on your practices of employee hiring, acceptance of volunteer workers or supervision or retention of any person alleged to have committed abuse.
 - b. alleging knowledge by an insured of, or failure to report, the alleged abuse to the appropriate authority(ies).
11. arising from the distribution or display of data via a website, the internet, intranet or similar device or system designed or intended for electronic communication of data; This exclusion does not apply if the insured's responsibility to pay damages are determined in an "action" on its merits, in Canada and the United States of America (including its territories and possessions) or in a settlement we agree to;
12. arising from liability imposed upon or assumed by you under any workers' compensation statute;
13. caused by rust or corrosion, wet or dry rot, or fungi or spores.
14. arising directly or indirectly from the use, growing, manufacturing, processing, storing, possession or distribution, by anyone of any drug, narcotic or illegal substances or items of any kind. This includes any alteration of the premises to facilitate such activity whether or not you have any knowledge of such activity;
15. for bodily injury or property damage directly or indirectly, whole or in part, caused by, contributed to by, resulting from or arising out of any "cyber act" or any "cyber incident". This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the bodily injury or property damage;
16. against a Family Trust, Company or Estate, its Trustees and/or Beneficiaries, unless arising out of the ownership, use and maintenance of the premises defined in Section II.
17. arising directly or indirectly out of actual, alleged or threatened discrimination or harassment due to age, race, colour, sex, religion, national origin, sexual preference, handicapped status or any other type of discrimination.
18. arising directly or indirectly out of the wrongful acts of an insured person as an officer or member of a board of directors of a corporation or organization, unless otherwise covered by this policy.

Where coverage is provided by this policy for your wrongful acts as a Director or Officer of a Condominium Corporation or non-profit corporation/organization, not withstanding any other similar clause in this policy or any other policy, if any other insurance applies to a loss, or would have applied if this policy did not exist, this policy will be considered excess and will not pay or contribute any loss until the amount of such other insurance has been used up.

Conditions

1. Notwithstanding any other similar clause in this policy or any other policy, if any other insurance applies to a loss, or would have applied if this policy did not exist, this policy will be considered excess insurance and we will not pay any loss until the amount of such other insurance is used up.
2. Statutory Conditions Misrepresentation, Change of Interest, Material Change, Termination and Notice incorporated in this policy apply as conditions to all Coverages under Section II.
3. Only losses that occur within the policy term shown on the Certificate of Property Insurance will be covered under this policy. There will be no coverage for any loss that occurred or was in progress prior to the policy period inception date or after the policy period expiry date shown on the Certificate of Property Insurance.

Broad Homeowners Policy

The policy consists of these wordings, the Certificate of Property Insurance which contains information that is unique to your insurance policy and other forms that may need to be attached to complete your package coverage. Together, these represent the legal contract of indemnity that exists between you and us. This policy contains various exclusions and limitations which eliminate or restrict coverage. Please read it carefully.

Insuring 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.

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

The Certificate of Property Insurance summarizes the Insurance coverage you have selected and the premiums, limits, amounts and deductibles that apply to them. Among other things, the Certificate of Property Insurance also identifies the policyholder, the policy term and any Endorsements that apply to your Insurance Coverage.

Only losses that occur within the policy term shown on the Certificate of Property Insurance will be covered under this policy. There will be no coverage for any loss that occurred or was in progress prior to the policy period inception date or after the policy period expiry date shown on the Certificate of Property Insurance.

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

If during the term of this policy we change the insurance of the kind provided by this policy to provide more coverage at no additional cost, you will automatically benefit from that change at no increase in premium.

This form consists of three sections:

Section I describes the insurance on your property. It also includes additional living expenses and/or fair rental value in certain circumstances.

Section II describes the insurance for your legal liability for bodily injury to others or damage to property of others arising out of your premises or your personal actions. It also includes benefits following injury and damage to property of others in certain other circumstances.

Section III describes the Optional Coverages you have purchased for an additional premium.

Section I – Definitions

"Actual Cash Value" means various factors shall be considered in the determination of actual cash value. Such factors shall include but are not 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 loss or damage, the resale value, the normal life expectancy of the property and obsolescence.

"Business or Business Pursuit" means any continuous, regular, or occasional activity of any kind undertaken for financial gain, and includes a trade, profession, or occupation. However, the following business uses by you are permitted without being stated on the Certificate of Property Insurance:

1. school, if not more than three students are under instruction at any one time;
2. babysitting or daycare, provided a license for such daycare or babysitting is not required by provincial by-law as per the province shown on the Certificate of Property Insurance;
3. storage of merchandise, providing the total value of such merchandise does not exceed \$2,500.

"Business Property" means property of any description related to a business pursuit conducted on the premises or elsewhere.

"Cash Cards" means cards designed to store a cash value by electronic means for use as a mode of payment, without a personal identification number and without direct access to a bank or other account.

"Civil Authority" means any person acting under the authority of 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.

"Collectible Personal Property" means property of rare, unique or novel personal interest, whether worn or not, or used by the Insured or not, such as, but not limited to, books, dolls, memorabilia, comic books, and sports cards.

"Computer system" means any computer, hardware, software, communications system, electronic device (including but not limited to smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

"Cyber act" means an unauthorized, malicious, or criminal act or series of related unauthorized, malicious, or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any computer system. It also includes malware or similar mechanism.

"Cyber incident" means:

1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any computer system; or
2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any computer system.

Cyber incident includes malware or similar mechanism.

"Data" means information, facts, concepts, code, or any other information of any kind:

1. that is recorded or transmitted in a form to be used, accessed, processed, transmitted, or stored by a computer system including programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment; or
2. that is used for records, including but not limited to books of account, drawing or card index systems.

"Data Problem" means:

1. erasure, destruction, corruption, misappropriation, misinterpretation of data;
2. error in creating, amending, deleting or using data; or
3. inability to access, receive, transmit or use data.

"Data Recovery" means services performed by a professional for the process of salvaging electronic data from damaged hard drive(s) installed in your personal computer.

"Data Recreation" means services performed by a professional to manually recreate electronic data stored on damaged hard drive(s) installed in your personal computer but does not include the value of electronic data even if such electronic data cannot be recreated.

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

"Dwelling" means the Building described in the Certificate of Property Insurance, wholly or partially occupied by you as a private residence.

"Electric Vehicle Supply Equipment (EVSE)" means an electric vehicle charging station that supplies recharging of plug-in private passenger electric vehicles and private passenger plug-in hybrid vehicles and, where required, has been installed by a qualified electrician and meets provincial installation requirements and is located on your premises.

"e-bike (electric bike)" means a power assisted bicycle that meets the federal and provincial definitions of a power assisted bicycle and is incapable of attaining speeds higher than 32 km/h on level ground.

"Flood" means 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.

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

Section I – Definitions

"Garden tractor" means a tractor of not more than 25hp used for cutting lawns, tilling gardens, and removing weeds. May also be used for snow removal. Does not include backhoes, front loaders, or similar equipment.

"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 the build-up of ice and water on the roof, or within the eaves trough and downspout system, caused by repeated thawing and freezing of ice and snow within the eaves trough and downspout system.

"Insured" means the Named Insured and, while living in the same household:

1. the Named Insured's spouse;
2. the relatives of either; and
3. any person under the age of 21 in their care.

In addition, a student who is enrolled in and actually attends a school, college, or university and who is dependent on the Named Insured or the Named Insured's spouse for support and maintenance is also insured even if temporarily residing away from the principal residence stated on the Certificate of Property Insurance.

Only the person(s) named on the Certificate of Property Insurance may take legal action against us.

"Intangible Assets" means intangible assets including but not limited to non-fungible tokens (NFTs), other blockchain-based assets, digital collectibles, or digital art.

"Major Renovation(s)" means alterations or repairs to existing dwelling buildings or detached private structures where either a building permit is required, or any other permits are required by regulation. Including any alterations or repairs involving:

- a. site preparation;
- b. removal or weakening of any structural support, excluding foundations; or
- c. the opening of an exterior wall or roof component that extends beyond 48 consecutive hours.

The period of major renovation commences from the date the alterations or repairs are initiated and continues until such time as all interior fixtures are installed with all exterior finishes and finished carpentry completed.

If the premises is unoccupied during the period of major renovation, the dwelling building or detached private structure is considered under major renovation until the occupants have taken up residency even if the alterations or repairs have been substantially completed and the certificate of occupancy has been issued.

Examples of Major Renovations include but are not limited to:

- First floor addition or extension;
- Adding another floor;
- Adding a garage or replacing an existing garage (attached or detached)
- Removal of load-bearing walls;
- Opening an exterior wall;
- Kitchen, bathroom, basement renovations or any of the included Major Renovations that require any of the following:
 - Building permit is required or any other permits that are required by regulation;
 - Structural architect.

"Malware or Similar Mechanism" means any program code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with, or otherwise adversely affect computer programs, data files or operations (whether involving self-replication or not), including but not limited to 'virus', 'Trojan horses', 'worms', 'logic bombs' or 'denial of service attack'.

"Named Insured" means the person(s) named as Insured on the Certificate of Property Insurance.

"Premises" means the land contained within the lot lines on which the dwelling is situated.

"Reasonable Care" means measures customarily taken by a homeowner to ensure, to the best of their ability, that heating has been and will continue to be maintained. These measures include, but are not limited to, arranging for a competent person to regularly check your dwelling, regularly monitoring the heat in your dwelling by way of a remote system, ensuring the heating system is operational and functioning prior to departure, ensuring all windows and doors are closed and secured, and ensuring the thermostat has been set to a temperature that is sufficient to prevent freezing of pipes.

"Renewable Energy Equipment" means permanently installed solar panels, wind turbines, rechargeable batteries, geothermal equipment, and their apparatus installed on your premises and, where required, which have been installed by a qualified electrician and meet provincial installation requirements, and are used for the generation, transmission, storage, or utilization of mechanical or electrical power, predominately for personal use, not otherwise insured.

"Residence Employee" means a person employed by you to perform duties in connection with the maintenance or use of the premises. This includes persons who perform household or domestic services or duties of a similar nature for you. This does not include contractors or sub-contractors. It also does not cover persons while performing duties in connection with your business.

"Specified Perils"

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

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. a falling object which strikes the exterior of the building;
6. impact by aircraft, watercraft, or land vehicle;
7. riot;
8. vandalism or malicious acts, not including loss or damage caused by theft or attempted theft;
9. water damage meaning damage caused by:
 - a. the sudden and accidental escape of water from a watermain;
 - b. the sudden and accidental escape of water or steam from within a plumbing, heating, sprinkler, air conditioning system or 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. However, such damage is not covered when the escape of water is caused by freezing;
 - d. water which enters your dwelling through an opening which has been created suddenly and accidentally by a peril not otherwise excluded;
 - e. the backing up or escape of water from an eavestrough or down spout, or by ice damming, provided the water has not entered through a basement or foundation wall;

Section I – Definitions

10. windstorm or hail, including loss or damage caused by weight of ice, snow, or sleet. This peril does not include loss or damage to your personal property within a building, caused by windstorm, hail or coincidental rain damage unless the storm first creates an opening in the building;
11. transportation meaning loss or damage to your personal property, caused by collision, upset, overturn, derailment, stranding or sinking of any motorized vehicle or attached trailer in which the insured property is being carried. This would also apply to any conveyance of a common carrier but does not include loss or damage to property in a vacation or home trailer which you own. Watercraft, their furnishings, equipment, or motors are also not covered.

"Secured Storage Facility" means, a building designed specifically for storage that is locked and has 24-hour security monitoring.

"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" means either of two persons who are married to each other or who have together entered into a marriage that is voidable or void, or either of two persons who are 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.

"Surface Waters" means water on the surface of the ground where water does not usually accumulate in ordinary watercourses, lakes, or ponds.

"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.

"Under Construction" means construction of a new dwelling building or detached private structure. The period of time commencing from the date site preparation is initiated and continuing through demolition, excavation, laying of foundations and the assembly of components, concluding when the dwelling building/detached private structure is substantially completed and the certificate of occupancy has been issued.

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

1. all occupants have moved out with no intention of returning and no new occupant has taken up residence; or
2. in the case of a newly constructed dwelling, no occupant has yet taken up residence.

"Virtual currency" means a digital representation of value that functions as, including but not limited to, a medium of exchange, a unit of account, and/or a store of value. It includes, but not limited to, digital currency, crypto currency, any other type of electronic currency, or on-line peer-to-peer mediums of exchange.

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

"We", "us" or "our" means the company providing this insurance.

"You" or "your" refers to the Insured.

Section I – Property Coverages

The amounts of insurance are shown on the Certificate of Property Insurance.

Coverage A – Dwelling Building

We insure:

1. The principal dwelling and attached structures.
2. Permanently installed outdoor equipment on the premises.
3. Outdoor hot tub, 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 structures on the premises. We insure against the peril of theft, only when your dwelling is completed and ready to be occupied.
5. Renewable Energy Equipment for an amount not exceeding \$100,000 in total.
6. Electric Vehicle Supply Equipment as defined and owned by you.

Extensions of Coverage

Tear Out

If any walls, ceilings or other parts of insured buildings or structures must be torn apart before water damage coverage 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 to outdoor swimming pools, public watermains or sewers is not insured.

Building Fixtures and Fittings

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

Outdoor Trees, Plants, Shrubs and Lawns

You may apply up to 5% in total of the amount of insurance on your dwelling to trees, plants, shrubs, and lawns on your premises, other than cannabis plants. We will not pay more than \$1,000 for any one tree, plant or shrub including debris removal expenses. We will not pay more than \$1,000 for grass including debris removal expenses.

We insure these items against loss caused by fire, theft, lightning, explosion, impact by aircraft, watercraft, or land vehicle, riot, vandalism, and malicious acts. We do not insure items or lawns grown for commercial purposes.

Coverage B – Detached Private Structures

We insure structures or buildings on your premises separated from the dwelling by a clear space 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 private detached structures.

Coverage C – Personal Property

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

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

We do not insure loss or damage to:

- a. motorized vehicles or their equipment (except for lawn mowers, other gardening equipment, garden tractors, snow blowers, wheelchairs, scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability, electric personal mobility assistive devices, watercraft other than personal watercraft powered by a jet- pump propulsion system, e-bikes, and golf carts);
- b. camper units, truck caps, trailers, or their equipment;
- c. aircraft or their equipment, except for drones which are less than the federally regulated maximum weight permitted to be operated without valid licensing.

Equipment includes audio, visual, recording, or transmitting equipment powered by the electrical system of a motor vehicle or aircraft. It also includes automobile keys, automobile transponders, and frequency-operated keys. Equipment does not include spare automobile parts.

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2. We insure your personal property while it is temporarily away from your premises, anywhere in the world. However, personal property normally kept at any other location you own, or rent is not insured.
If you wish, we will include uninsured personal property belonging to others while it is in your possession or belonging to a residence employee travelling for or with you.
Personal property stored in a secured storage facility is insured for a period of 30 days only, from the date the property was first stored. We will continue coverage beyond that period for the peril of theft only. The period of 30 days does not apply to personal property in storage as a result of a covered loss.
3. We insure the personal property of a student, who is insured by this policy but is temporarily residing away from home for the purpose of attending a school, college, or university, for an amount not exceeding \$10,000.
4. We insure the personal property of your spouse, your father or mother or your spouse's father or mother who are living in a nursing home or a home for the aged, but who are in your legal custody, for an amount not exceeding \$5,000.
5. We insure the personal property of physically or mentally challenged persons, who are legally in your custody, while residing in a facility designed for the care of such persons up to \$5,000.

Extensions of Coverage

Change of Temperature

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

Moving to Another Home

We insure your personal property while in transit to and at another location within Canada which is to be occupied by you as your residence. Coverage applies for 30 consecutive days commencing on the date personal property is removed from your principal residence, but not beyond the date the policy expires or is terminated. This coverage does not increase the amounts of insurance.

Special Limits of Insurance

We insure:

1. Books, tools, and instruments pertaining to a business, profession, or occupation but only while on your premises for an amount up to \$7,500 in total, not otherwise insured. Other property used for business is not insured, including samples and goods held for sale.
2. Securities up to \$5,000 in total.
3. Money including cash cards or bullion, but not including virtual currency, up to \$500 in total.
4. Garden tractors and snow removal equipment including attachments and accessories up to \$10,000 in total.
5. Watercraft, their trailers, furnishings, equipment, accessories, and motors up to \$2,500 in total, but we do not insure personal watercraft powered by a jet-pump propulsion system.
6. Spare automobile parts up to \$250 for any one item, \$1,000 in total.
7. Animals, birds, or fish up to \$2,500 in total.
8. We insure your Personal Property while contained in a safety deposit box in a Bank or Trust Company, up to \$10,000 in total.
9. Golf carts up to \$5,000 in total.
10. Cannabis for personal use in all consumable forms and cannabis plants, except for medicinal use, up to \$500 in total.

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

11. Luggage, pet carriers, and handbags including, but not limited to, purses, wallets, totes, clutches, carrier bags, and other items of a similar nature, up to \$15,000 in total.
12. Jewellery, watches, gems, fur garments and garments trimmed with fur up to \$6,000 in total.
13. Numismatic property (such as coin collections) up to \$500 in total.
14. Manuscripts, stamps, and philatelic property, (such as stamp collections) up to \$2,000 in total.
15. Each bicycle, tricycle, unicycle or e-bike and its equipment and accessories up to \$1,000 each.
16. Collectible Personal Property up to \$5,000 per loss.
17. Golfing equipment and accessories, except golf carts, up to \$3,000 in total, while the golfing equipment is away from your premises.
18. Works of art, such as paintings, photographs, drawings etchings, prints and lithographs, including their frames, sculptures, statuary and antiques, and hand-made rugs and tapestries up to \$15,000 per item and up to a maximum of 15% of Coverage C as shown on the Certificate of Property Insurance for all items.
19. We insure your wine or spirits on the premises, for replacement cost against all risk of direct physical loss or damage subject to the terms and conditions of this form, for an amount up to a maximum of 10% of Coverage C as shown on the Certificate of Property Insurance. Such property is also covered while away from the premises for an amount up to a maximum of 1% of Coverage C as shown on the Certificate of Property Insurance, but this limit of insurance does not apply when the wine is stored in the cellars of a wine club or similar location.

Coverage D – Additional Living Expense

The amount of insurance for Coverage D 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.

1. **Additional Living Expense.** If, as a result of damage by a peril not otherwise excluded your dwelling is 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 a peril not otherwise excluded makes that part of the dwelling or detached private structures rented to others or held for rental by you unfit for occupancy, we insure its Fair Rental Value. Payment shall be for the reasonable time required to repair or replace that part of the dwelling or detached private structures rented or held for rental. Fair Rental Value shall not include any expense that does not continue while that part of the dwelling or detached private structures rented or held for rental is unfit for occupancy. Fair Rental Value does not apply when a peril not otherwise excluded results from the dwelling or detached private structure being under construction or under major renovation.
3. **Prohibited Access.** If a civil authority prohibits access to your dwelling:
 - a. as a direct result of damage to neighbouring premises by a peril not otherwise excluded under this form, we insure any resulting Additional Living Expense and Fair Rental Value loss for a period not exceeding 2 weeks; or
 - b. by order for mass evacuation as a direct result of a sudden and accidental event within Canada or the United States of America, we insure any resulting necessary and reasonable increase in living expense to a maximum of \$2,500 incurred by you for the period access is prohibited, not exceeding 30 days from the date of the order of evacuation. This coverage for mass evacuation is not subject to a deductible.

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

- i. flood;

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- ii. earthquake, unless the earthquake peril has been added to this policy by endorsement;
- iii. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military power;
- iv. terrorism or 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 such loss or damage;
- v. 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;
- vi. contamination by radioactive material;
- vii. any communicable disease;
- viii. any cyber act

This coverage does not increase the amounts of Insurance for Coverage D, Additional Living Expense.

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

Special Coverage Features

In addition to the insurance provided by the Property Coverages, your policy provides these Special Coverage Features, subject to the terms and conditions set out.

By-Laws Coverage

The Insurance provided by Coverages A and B under Section I of this policy is, without increasing the amount of insurance, extended for an amount not exceeding the limit specified for the By-Laws Form as stated on the Certificate of Property Insurance, to provide the following coverage at the location specified and only as a result of an insured peril:

1. loss occasioned by the demolition of any undamaged portion of the buildings or structures, or
2. the cost of demolishing, and clearing the site of any undamaged portion of the buildings or structures, or
3. any increase in the cost of repairing, replacing, constructing, or reconstructing the buildings or structures 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 by-law, regulation, ordinance, or law which:

1. regulates zoning or the demolition, repair or reconstruction of damaged buildings or structures; and
2. is in force at the time of such loss or damage.

You are not insured against:

1. the enforcement of any by-law, regulation, ordinance, or law which prohibits the Insured from rebuilding or repairing on the same site or an adjacent site or prohibits continuance of like occupancy;
2. the enforcement of any by-law, regulation, ordinance, or law which could apply in absence of a loss.
3. making good faulty workmanship, material or design;
4. the additional cost to comply with any by-law, regulation, ordinance, or law unless your dwelling or detached structure are repaired, rebuilt or replaced on the same site.

The deductible applies to this Coverage Feature.

Credit Card, Automated Teller Card, Forgery and Counterfeit Money Coverage

We will pay for:

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

We do not cover loss caused by the use of your credit card or automated teller card by a resident of your household or by a person to whom the card has been entrusted.

We do not cover any loss resulting from your, or anyone acting on your authority, being induced by any dishonest act to voluntarily part with title to or possession of any money or property, including but not limited to, any loss resulting from a social engineering event.

The most we will pay under this coverage during the term of this policy is \$5,000. This Coverage Feature is not subject to a deductible.

Debris Removal

We will pay the cost of removing from your premises the debris of property insured which results from loss or damage insured by this form.

If the amount payable for loss, including expense for debris removal, is greater than the amount of insurance an additional 5% of that amount will be available to cover debris removal expense. The deductible applies to this Coverage Feature.

Fire Department Charges

We will reimburse you for fire department charges incurred for attending your premises to save or protect insured property from loss or damage or further loss or damage, insured against by this form. This Coverage Feature is not subject to a deductible.

Frozen Food Protection

We will pay for loss or damage to food while contained in a freezer located on your premises caused by the accidental interruption of electrical power on or off the premises or by mechanical breakdown of the freezer. This coverage includes damage to the freezer when it is due to the insured food spoilage and also reasonable expenses incurred by you to save and preserve the food from spoilage while your freezer is being repaired.

We do not insure:

1. loss from spoilage caused by the operation of an electrical circuit breaker or fuse or by accidental or intentional disconnection of the power supply in the building containing the freezer;
2. expenses incurred in the acquisition of frozen food.

This Coverage Feature is not subject to a deductible.

Inflation Guard

We will increase the limits of insurance stated on the Certificate of Property Insurance for Coverages A, B C and D by amounts which are solely attributable to the inflation increase since the inception date of this policy, the latest renewal or anniversary date or from the date of the most recent change to the amounts of insurance shown on the Certificate of Property Insurance, whichever is the latest.

On renewal or anniversary date, we will automatically increase the amounts of insurance shown on the Certificate of Property Insurance under Section I by amounts which are solely attributable to the inflation increase since the inception date of this policy or the latest renewal or anniversary date.

Lock Replacement

If your exterior door keys are lost or stolen, your policy provides up to \$500 to re-key your locks or to replace them if it is not possible to re-key them. You must notify us within 72 hours of the discovery of the keys being lost or stolen.

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This Coverage Feature is not subject to a deductible.

Mortgage Rate Protector

Should your dwelling be rendered a total loss by a peril not otherwise excluded your mortgagor may have the right to call in your mortgage loan, making it necessary for you to arrange a new loan. If your new mortgage loan bears a higher rate of interest than the old one, we will pay:

1. the extra cost of your loan repayments on the balance of your outstanding mortgage, calculated as the difference between the old and the new payment amounts, each month until the maturity date of the original mortgage agreement; and
2. legal fees you incurred to obtain the new mortgage, but we will not pay for other costs such as judgments or service charges.

The payments provided by this Feature:

- a. are in addition to the amount of insurance shown for Coverage A on the Certificate of Property Insurance.; and
- b. will cease on the date you relinquish title to or your interest in your dwelling.

Where found in this Feature, the words "total loss" means that the total cost of insured loss or damage equals or exceeds the amount shown for Coverage A on the Certificate of Property Insurance.

This Coverage Feature is not subject to a deductible.

Personal Records Stored in a Personal Computer

We will pay for data recovery of personal records lost because of a peril not otherwise excluded. To the extent that data recovery of personal records is not possible, we will pay for data recreation. Virtual currency, intangible assets and data pertaining to business or business pursuits are not covered.

Coverage under this feature is limited to a maximum of \$3,000.

The deductible applies to this Coverage Feature.

Property Removed

If you must remove insured property from your premises to protect it from loss or damage that is covered by this policy, it is insured by this form for 90 consecutive 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 insured property at the time of loss.

The deductible applies to this Coverage Feature.

Reward Coverage

We will pay up to \$1,000 to any individual or organization for information leading to the arrest and conviction of any person(s) who robs from any person insured under this policy or steals, vandalizes, burglarizes, or commits arson to any insured property. Regardless of the number of persons providing information, payment will not exceed \$1,000 in total.

This Coverage Feature is not subject to a deductible.

Notice to Authorities

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

Insured Perils - Coverage A, B and D

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

Insured Perils - Coverage C

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

1. Fire or lightning.
2. Explosion. This peril does not include water hammer.
3. Smoke. This peril means smoke due to a sudden, unusual 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 a building.
5. Impact by aircraft, watercraft or land vehicle. Animals are not insured under this peril.
6. Riot.
7. Vandalism and malicious acts. This peril does not include loss or damage caused by theft or attempted theft.
8. Water damage. This peril means loss or damage caused by water as defined in Specified Perils.
9. Windstorm or hail. This peril does not include loss or damage to your personal property within a building, caused by windstorm, hail or coincidental rain damage unless the storm first creates an opening in the building. Except as provided under Insured Peril "Building Collapse", this peril does not include loss or damage due to:
 - a. weight, pressure or melting of ice or snow; or
 - b. waves or floods; whether driven by wind or not.
10. Transportation. This peril means loss or damage to your personal property while it is temporarily removed from your premises caused by collision, upset, overturn, derailment, stranding or sinking of any automobile or attached trailer in which the insured property is being carried. This would also apply to any conveyance of a common carrier.

This peril does not include loss or damage to:

 - a. property in a vacation or home trailer which you own;
 - b. any watercraft, their furnishings, equipment or motors.
11. Theft, including damage caused by attempted theft. This peril does not include loss or damage:
 - a. which happens at any other dwelling which you own, rent or occupy, except while you are temporarily living there;
 - b. from the part of the dwelling rented to others caused by theft or attempted theft by any tenant, tenant's guest, tenant's employee or member of the tenant's household;
 - c. to animals, birds or fish.
12. Building collapse. This peril means loss or damage arising from the collapse of part or all of your dwelling building, including collapse caused by the weight of ice, snow or sleet. This peril does not include loss or damage resulting from building collapse caused by:
 - a. settling, expansion, contraction, moving, bulging, buckling or cracking; or
 - b. flood, surface water, spray, storm surge, waves, tides, tidal waves, ice or water-borne objects, whether driven by wind or not.
13. Electricity. This peril means sudden and accidental damage from artificially generated electrical current.
14. Fuel oil escape. This peril means damage to your personal property from fuel oil caused by the bursting or overflowing of a domestic fixed fuel oil tank, apparatus or pipes.

Exclusions – Section I

Property not insured:

1. buildings or structures used in whole or in part for business or farming purposes;
2. retaining walls, unless the damage is caused by fire, lightning, impact by watercraft, land vehicle or aircraft, vandalism, and malicious acts;
3. sporting equipment where the loss or damage is due to its use;
4. animals, birds, or fish unless the loss or damage is caused by a Specified Peril, other than impact by aircraft, watercraft, or land vehicle;
5. property at any fairground, exhibition, or exposition for the purpose of exhibition or sale;
6. any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
7. any property illegally acquired, used, kept, stored, imported, or transported or any property subject to forfeiture;
8. evidences of debt or title;
9. loss or damage to wine or spirits caused directly or indirectly by
 - a. breakage
 - b. spoilage
10. virtual currency;
11. intangible assets;
12. Buildings or structures or personal property contained in them, 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, except as allowed by law.

Loss or damage not insured:

13. scratching, abrasion or chipping of any personal property or breakage of any fragile or brittle articles unless caused by a Specified Peril, accident to a land vehicle, watercraft or aircraft, or theft or attempted theft;
 14. wear and tear, deterioration, defect, or mechanical breakdown;
 15. inherent vice or latent defect;
 16. the cost of making good:
 - a. faulty or improper material;
 - b. faulty or improper workmanship; or
 - c. faulty or improper design.
- This exclusion does not apply to loss or damage caused directly by a resultant peril not otherwise excluded in this form.

17. a. data; or
 - b. loss or damage caused directly or indirectly by a data problem. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage except you are still insured for ensuing loss or damage caused directly by fire, explosion, smoke, or water damage, all as described Specified Perils.
18. loss involving virtual currency or intangible assets of any kind, by whatever name known, whether actual or fictitious.

Nor do we insure loss or damage:

19. caused by rust or corrosion, wet or dry rot, or fungi or spores;
20. resulting directly from settling, expansion, contraction, moving, bulging, buckling, or cracking except resulting damage to building glass;
21. occurring after your dwelling has, to your knowledge, been vacant for more than 30 consecutive days;
22. caused directly or indirectly by:
 - a. 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 coal, natural or manufactured gas; or
 - b. contamination by radioactive material;

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.
23. caused directly or indirectly by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.
24. 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". This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable, or contrary to statute, the remainder shall remain in full force and effect. This exclusion does not apply to ensuing loss or damage which directly results from fire or explosion of natural, coal or manufactured gas;

25. resulting from an intentional or criminal act or failure to act by:

- a. any person insured by this policy;
- b. any other person at the direction of any person insured by this policy; or
- c. any tenant, tenants' guests, boarder or employee, or any member of the tenants' household;

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

- i. whose act or omission caused the 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 loss or damage

- (2) A 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 reasonable place and time designated by us.
- ii. cannot recover more than their proportionate interest in the lost or damage property.

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26. arising directly or indirectly from the growing, manufacturing, processing, storing, possession, or distribution by anyone of any drug, narcotic or illegal substances or items of any kind. This includes any alteration of the premises to facilitate such activity, whether or not you have any knowledge of such activity. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
27. to personal property undergoing any process involving the application of heat, or while being worked on, where the damage results from such process or work, but resulting damage to other property is insured;
28. caused by animals owned by you or in your care, custody, or control;
29. caused by birds, vermin, skunks, rodents, (other than raccoons and squirrels), bats or insects, except loss or damage to building glass;
30. caused by smoke from agricultural smudging or industrial operations;
31. caused directly or indirectly by snowslide, earthquake, landslide, mudflow, or any other earth movement. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage except you are still insured for ensuing loss or damage which directly results from fire or explosion;
32. caused by vandalism or malicious acts or glass breakage occurring while your dwelling or detached private structure is under construction, under major renovation, or vacant even if permission for construction or vacancy has been given by us;
33. resulting from a change in ownership of property that is agreed to even if that change was brought about by trickery or fraud;
34. caused by or resulting from contamination or pollution, or the release, discharge or dispersal of contaminants or pollutants, unless the loss or damage resulted from the sudden and accidental bursting or overflowing of your domestic fixed fuel oil tank, apparatus, or pipes;
We do not insure loss or damage:
 - a. to sewers;
 - b. caused by continuous or repeated leakage or seepage;
 - c. occurring while the dwelling or detached private structure is under construction, under major renovation, or vacant, even if we have given permission for construction or vacancy;
35. caused by theft or attempted theft of property in or from a dwelling or detached private structure under construction or under major renovation, or of materials and supplies for use in the construction or renovation, until the dwelling or detached private structure is substantially completed and the certificate of occupancy has been issued;
36. to an outdoor hot tub, outdoor swimming pool or equipment attached to a public watermain, caused by water escape, rupture or freezing;
37. caused directly or indirectly by continuous or repeated seepage or leakage of water. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
38. caused directly or indirectly by flood, surface water, spray, storm surge, ice, or waterborne objects, all whether driven by wind or not. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, unless the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached;
39. caused directly or indirectly by water except as defined in Specified Perils; but we do not insure loss or damage:
 - a. caused by the backing up or escape of water from a sewer, sump or septic tank, retention tank, French drain, or water leader;
 - b. caused by ground water or rising of the water table;
 - c. caused by surface waters;
 - d. to a watermain;
 - e. to a system or domestic water container from which the water escaped;
 - f. caused by shoreline ice build-up or by water-borne ice or other objects, all whether driven by wind or not;
 - g. occurring while the dwelling or detached private structure is under construction, under major renovation, or vacant even if we have given permission for construction, major renovation, or vacancy;
 - h. caused by freezing during the usual heating season:
 - i. within a heated portion of your dwelling, if you have been away from your premises 8 or more consecutive days; but you will still be insured if:
 - a. you used reasonable care to maintain heat in the building; or
 - b. shut off and drained the water system and domestic water containers;
 - ii. within an unheated portion of your dwelling.

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.
40. or expenses, caused directly or indirectly, in whole or in part by any communicable disease regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage or expenses;
41. directly or indirectly caused by, contributed to by, resulting from or arising out of any cyber act or any cyber incident. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage except you are still insured for ensuing loss or damage caused directly by fire, explosion, smoke, or water damage all as described in Specified Perils, and theft or attempted theft of property when such property is not otherwise excluded.

Basis of Claim Payment

We will pay for insured loss of or damage to the dwelling and detached private structures and personal property as described below up to your financial interest in the property, but not exceeding the applicable amount(s) of insurance for any loss or damage arising out of any one occurrence.

Amounts Not Reduced

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

Actual Cash Value

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

Deductible

We are responsible only for the amount by which the loss or damage covered by this policy of insurance exceeds the amount of the deductible shown on the Certificate of Property Insurance in any one occurrence.

If your claim involves personal property on which the Special Limits of Insurance apply, the limitations apply to losses exceeding the deductible amount.

Dwelling and Detached Private Structures

If you repair or replace the damaged or destroyed building with a building of the same occupancy constructed with materials of similar quality within a reasonable time after the damage, we will pay the cost of repairs or the Replacement Cost (whichever is less) without deduction for depreciation. If you do not repair or replace, we will pay the actual cash value of the damage on the date of occurrence, and you will not be eligible for By-law coverage.

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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.

Guaranteed Replacement Cost on Dwelling Buildings

If Guaranteed Replacement cost is indicated in the Certificate of Property Insurance, we will pay the cost of repairs or replacement even if it is more than the amount of insurance for Coverage A, provided:

1. the amount of insurance for Coverage A shown on the Certificate of Property Insurance:
 - a. on the inception date of the policy; or
 - b. the most recent renewal date; or
 - c. the increased amount under the inflation protection coverage on the date the increase took effect was not less than 100% of the cost to replace the dwelling building, as determined by a valuation guide acceptable to us;
2. the amount of insurance applicable to Coverage A has not been reduced below the amount determined by the valuation guide; and
3. you notified us within 30 days of the start of any major renovations; and
4. you repair or replace the damaged or destroyed building on the same location with a building of the same occupancy constructed with materials of similar quality within a reasonable time after the damage.

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

Insurance Under More Than One Policy

If you have insurance on specifically described property, this policy will be considered excess insurance and we will not pay any loss or claim until the amount of such other insurance is used up.

In all other cases, we will pay our rateable proportion of the loss or claim under this policy.

Personal Property

1. For electronic media we will pay the cost of reproduction 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, or the value of electronic media if such electronic media cannot be recreated.
2. For other records, including books of account, drawings, or card index systems, we will pay the cost of blank books, pages, cards, or other materials plus the cost of actually transcribing or copying the records.
3. We will pay on the basis of replacement cost for all other personal property except:
 - a. articles that cannot be replaced with new articles because of their inherent nature, including antiques, fine arts, paintings, and statuary;
 - b. articles for which their age or history substantially contributes to their value, such as memorabilia, souvenirs, and collector's items;
 - c. property that has not been maintained in good or workable condition;
 - d. property that is no longer used for its original purpose; for which we will pay only on the basis of actual cash value.

Replacement cost means the cost, on the date of the loss or damage, of the lower of:

1. repairing the property with materials of similar kind and quality; or
2. new articles of similar kind, quality, and usefulness;
without any deduction for depreciation.

We will pay on the basis of replacement cost only if the property lost or damaged is repaired or replaced as soon as reasonably possible. Otherwise, we will pay on the basis of actual cash value.

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

For personal property described under "special limits of insurance" we will not pay more than the applicable limit under either the replacement cost or actual cash value basis.

Single Limit of Insurance

If:

1. a single event or occurrence results in loss or damage which is insured under more than one of Coverages A, B, C and D, and
2. Single Amount of Insurance appears on the Certificate of Property Insurance, and
3. the Guaranteed Replacement Cost on Dwelling Buildings provision does not apply, and
4. the dwelling or detached private structure is not under construction or under major renovation,

the amount of insurance available to cover such insured loss or damage will be the total of the individual amounts for Coverages A, B, C and D.

If the Guaranteed Replacement Cost on Dwelling Buildings provision applies to your claim under Coverage A, the maximum amount of insurance available for insured loss or damage under Coverages B, C and D will be the total of the individual amounts for those Coverages.

Additional Agreement

Property of Others

At the option of the Insurer, any loss may be paid to the Named Insured or adjusted with and paid to the owner of the Renewable Energy Equipment. For leased or rented Renewable Energy Equipment, notwithstanding any payment made by us to the owner of such equipment, the insured's right to dispute resolution available under any condition of this policy or applicable insurance legislation is unaffected.

Conditions

The following conditions apply to the coverage provided by Section I of this policy.

Pair and Set

In the case of loss or damage to any article(s) which is (are) part of a set the measure of loss of or damage to such article(s) will be a reasonable and fair proportion of the total value of the set, but in no event will such loss or damage be construed to mean total loss of the set.

Parts

In the case of loss or damage to any part of the insured property 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.

Permissions Granted

You have our permission under the terms and conditions of this policy to:

1. make alterations, additions, and repairs to the dwelling building that you occupy and your detached private structures. (You may, however, need to request an increase in your Limits of Insurance.) We must be notified within 30 days of the commencement of any major renovations.
2. store and use reasonable and normal quantities of fuel oil, gasoline, benzene, naphtha, or other similar materials.

Section I – Property Coverages

Statutory Conditions

All of the conditions set out under the title Statutory Conditions apply with respect to all of the perils covered by this policy of insurance under Section I except that these conditions may be modified or supplemented by the provisions of the said Section I or by forms or endorsements which modify Section 1.

Subrogation

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

If such action on our part does not fully indemnify both you and us, the amount that we recover will be divided between you and us in the proportions in which the loss or damage has been borne by each of us, respectively. The amounts so available for distribution shall be net of the costs of effecting the recovery.

Section II – Definitions

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

"Business or Business Pursuit" means any continuous, regular, or occasional activity of any kind undertaken for financial gain, and includes a trade, profession, or occupation. However, the following business uses by you are permitted without being stated on the Certificate of Property Insurance:

1. school, if not more than three students are under instruction at any one time;
2. babysitting or daycare, provided a license for such daycare or babysitting is not required by provincial by-law as per the province shown on the Certificate of Property Insurance.

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

"Computer system" in this Section has the same meaning as in Section I.

"Cyber act" in this Section has the same meaning as in Section I.

"Cyber incident" in this Section has the same meaning as in Section I.

"Dwelling" in this Section has the same meaning as in Section I.

"Electric Vehicle Supply Equipment (EVSE)" in this Section has the same meaning as in Section I.

"Insured" in this Section has the same meanings as in Section I. In addition, we will insure:

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

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

"Malware or Similar Mechanism" in this Section has the same meaning as in Section I.

"Named Insured" in this Section has the same meaning as in Section I.

"Premises" means all premises where the Named Insured or the Named Insured's spouse, maintains a residence, including seasonal and other residences, provided such premises are specifically described on the Certificate of Property Insurance. It also includes:

1. premises where you are residing temporarily or which you are using temporarily, as long as you are not:
 - a. the owner of the premises;
 - b. the lessee or tenant of the premises under any agreement which is longer than 90 consecutive days except for student's premises described in item 6 below;
 - c. the lessee or renter of a hall or similar entertainment venue used for social events, such as weddings, parties, etc.
2. 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. 30 consecutive days;
 - b. the date the policy expires or is terminated;
 - c. the date upon which specific liability insurance is arranged for such premises;
3. individual or family cemetery plots or burial vaults;
4. vacant land in Canada you own or rent, other than farmland;
5. land in Canada where an independent contractor is building a one, two or three-family residence to be occupied by you.
6. premises in Canada where a student insured by this policy temporarily resides while attending school.

"Property Damage" means:

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

Tangible property does not include electronic data.

"Renewable Energy Equipment" means permanently installed solar panels, wind turbines, rechargeable batteries, geothermal equipment, and their apparatus installed on the land within the lot lines on which the dwelling building is situated and, where required, which have been installed by a qualified electrician and meet provincial installation requirements, and are used for the generation, transmission, storage, or utilization of mechanical or electrical power, predominately for personal use, not otherwise insured.

"Residence Employee" in this Section has the same meaning as "Residence Employee" in Section I.

"You" or **"your"** in this Section refer to the Insured.

"We" or **"us"** in this Section have the same meanings as in Section I.

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

Section II – Insurance of Your Liability To Others

Coverages

This insurance applies to accidents or occurrences which take place during the period this policy is in force;

Coverage E – Your Personal Liability Protection

This is the part of the policy you look to for protection if you are sued.

We will pay all sums which you become legally liable to pay as compensatory damages because of unintentional bodily injury or property damage arising out of:

1. your personal actions anywhere in the world;
2. your ownership, use or occupancy of the premises defined in Section II.

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

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

We do not insure claims made against you arising from:

1. liability you have assumed by contract unless your legal liability would have applied even if no contract had been in force, but we do insure claims made against you for the legal liability of other persons in relation to your premises that you have assumed under a written contract;

Section II – Insurance of Your Liability To Others

2. damage to property owned by an insured;
3. damage to property used, occupied, leased, or rented by or in the care, custody, or control of an Insured, except for unintentional property damage to premises owned by others, or their contents, which you are using, renting or have in your custody or control caused by fire, explosion, water damage or smoke. This 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. Water Damage has the same meaning as in Section I;
4. damage to personal property or fixtures as a result of work done on them by you or anyone on your behalf;
5. bodily injury to you or to any person residing in your household other than a residence employee;
6. the personal actions of a named insured who does not reside on the premises described on the Certificate of Property Insurance;
7. liability arising out of premises, other than as herein before defined.

There are other exclusions that apply to all Coverages under Section II. Please refer to "Exclusions – Section II".

Defence, Settlement Supplementary Payments

If a claim is made against you 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 if we decide this is appropriate. We will pay only for the legal counsel we select.

We will also 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 limit 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 limit of insurance, but we are not obligated to apply for or provide these bonds;
5. expenses which you have incurred for emergency medical or surgical treatment to others following an accident or occurrence insured by this form;
6. reasonable expenses, including actual loss of income up to \$100 per day, which you incur at our request.

Action Against Us

No suit may be brought against us:

1. until you have fully complied with all the terms of this Coverage, nor until the amount of your obligation to pay has been finally determined, either by a judgment against you or by an agreement which has our consent;
2. more than one year (two years in the Yukon Territories and the Provinces of Ontario and Manitoba) 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.

Unauthorized Settlements

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

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.

The amount of insurance shown on the Certificate of Property Insurance is the maximum amount we will pay for each person in respect of one accident or occurrence.

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. medical expenses of any person that arise from the construction or renovation activities being performed on your dwelling or detached private structure.

There are other exclusions that apply to all Coverages under Section II. Please refer to "Exclusions – Section II".

Notice of Accident or Occurrence

1. When an accident or occurrence takes place, you must promptly give us notice (in writing if required). The notice must include:
 - a. your name and policy number;
 - b. the time, place, and circumstances of the accident;
 - c. the names and addresses of witnesses and potential claimants.
2. If requested by us, you must arrange for the injured person(s) to:
 - a. give us written proof of claim as soon as possible, under oath if required;
 - b. submit to physical examination at our expense by doctors we select as often as we may reasonably require;
 - c. authorize us to obtain medical and other records.

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

No suit may be brought against us until you have fully complied with all the terms of this Coverage.

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 an Insured, 12 years of age or under.

We do not insure:

1. damage to property owned or rented by an insured or an insured's tenant;
2. damage to property which is insured under Section I;
3. claims resulting from the loss of use, disappearance, or theft of property.
4. damage to property occurring on the premises arising from the construction or renovation activities being performed on your dwelling or detached private structure.

There are other exclusions that apply to all Coverages under Section II. Please refer to "Exclusions – Section II".

Basis of Payment

We will pay whichever is the lower amount of:

1. what it would cost to repair or replace the property with materials of similar quality at the time of loss;
2. the amount of insurance shown on the Certificate of Property Insurance.

Section II – Insurance of Your Liability To Others

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.

1. You must give us a written proof of claim as soon as possible, under oath if required, containing the following information:
 - a. the date, time, place and circumstances of the accident or occurrence;
 - b. the interest of all persons in the property affected.
2. If requested by us, you must help us to verify the damage.

No suit may be brought against us until:

1. you have fully complied with all the terms of this Coverage;
2. 60 days after the written proof of claim has been filed with us.

Coverage H – Voluntary Compensation for Residence Employees

This coverage is automatically provided for all your occasional residence employees. It will be extended to your permanent residence employees if so, stated on the Certificate of Property Insurance.

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

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

A residence employee or anyone acting on their 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.

1. When an accident occurs, you must promptly give us notice (in writing if requested by us). 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.

We will not pay benefits:

1. unless your employee was actually performing duties for you when the accident happened;
2. for any hernia injury;
3. for injury occurring on the premises arising from the construction or renovation activities being performed on your dwelling or detached private structure.

Schedule of Benefits

1. Loss of Life

If your residence employee dies from injuries received in the accident within the following 26 weeks, we will pay a total of 100 times the weekly indemnity to those wholly dependent upon him or her. If there is more than one dependent the amount will be divided equally among them. This payment is in addition to any benefit for Temporary Total Disability paid up to the date of death.

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 7 days unless the disability lasts for 6 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 100 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 100 weeks in total even if the accident results in loss from more than one item.

For Loss of	Number of Weeks
A. One or more of the following:	
Hand	100
Arm	100
Foot	100
Leg	100
B. One finger or toe or	25
More than one finger or toe	50
C. One eye or	50
Both eyes	100
D. Hearing of one ear or	25
Hearing of both ears	100

5. Medical Expenses

If as a result of the accident your residence employee incurs medical expenses 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.

Section II – Insurance of Your Liability To Others

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

Loss Assessment Coverage (Condominium Unit Owner)

We will pay for your share of special assessments if:

- a. the assessment(s) are valid under the Condominium Corporation's governing rules; and
- b. the assessment(s) are made necessary by occurrence(s) to which this Section of the policy applies.

We will not pay more than \$25,000 for that part of an assessment made necessary by a deductible in the insurance policy of the Condominium Corporation.

Special Limitations

Watercraft and Motorized Vehicles

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

1. watercraft, including their attachments, equipped with any type of motor of not more than 38 kW (50 H.P.), other than personal watercraft powered by a jet-pump propulsion system;

Any other watercraft is insured only if liability coverage for it is shown on the Certificate of Property Insurance. If the watercraft or motor with which it is equipped, other than personal watercraft powered by a jet-pump propulsion system, is acquired after the effective date of this policy, you will be insured automatically for a period of 30 days only from the date of acquisition, or until expiry of the policy, whichever comes first;

2. non-motorized watercraft, including their attachments, not more than 8 metres (26 feet) in length;
3. self-propelled lawn mowers, snow blowers, garden tractors of not more than 19 kW (25 H.P.);
4. motorized golf carts while in use on a golf course;
5. motorized wheelchairs, including motorized scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability;
6. e-bikes.

Watercraft and Motorized Vehicles You Do Not Own

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

1. watercraft, of any type, you do not own;
2. any self-propelled land vehicle, amphibious vehicle, or air cushion vehicle, provided that the vehicle is not subject to vehicle registration and is designed primarily for recreational use off public roads;

provided that the motorized vehicle or watercraft is not owned by any person insured by this policy.

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

1. used for carrying passengers for compensation;
2. used for business purposes;
3. used in any race or speed test;
4. rented to others;
5. being used or operated without the owner's consent if you are not the owner.

Trailers

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

Business and Business Property

We insure you against claims arising out of:

1. your personal actions during the course of your trade, profession or occupation which are not related directly to your trade, profession, or occupation;
2. the temporary or part-time business pursuits of an insured person under the age of 21 years;
3. the rental of your residence to others for no more than 30 days during a single policy term;
4. rental to others of a one or two-family dwelling usually occupied in part by you as a residence, provided no family unit includes more than 2 roomers or boarders;
5. the rental to others, or holding for rent, of not more than 3 car spaces or stalls in garages or stables;
6. the rental of space in your residence to others for incidental office, school, or studio occupancy.
7. Renewable Energy Equipment.

Claims arising from any other business pursuit or operation are insured only if liability coverage for it is shown on the Certificate of Property Insurance.

Exclusions – Section II

We do not insure claims:

1. caused directly or indirectly by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
2. 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. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable, or contrary to statute, the remainder shall remain in full force and effect. This exclusion does not apply to ensuing loss or damage which directly results from fire or explosion of natural, coal or manufactured gas;
3. arising from
 - a. 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 coal, natural or manufactured gas; or
 - b. contamination by radioactive material;This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;

4. arising from business pursuits or any business use of the premises except as provided under "business and business property" in Section II or specified on the Certificate of Property Insurance;
5. arising from the rendering or failure to render any professional service;
6. arising from bodily injury or property damage caused by any intentional or criminal act or failure to act by:
 - a. any person insured by this policy; or
 - b. any other person at the direction of any person insured by this policy;
7. arising from the ownership, use or operation of:

Section II – Insurance of Your Liability To Others

- a. any drone while being operated in an official race or speed test, or drones which exceed the federally regulated maximum weight permitted to be operated without valid licensing;
- b. any other aircraft;
- c. premises used as an airport or landing facility; and all activities related to either;
8. arising from the ownership, use or operation of any watercraft, motorized vehicle, or trailer except as provided under "Watercraft and Motorized Vehicles" and "trailers" in Section II;
9. arising from any communicable disease;
10. arising from:
 - a. sexual, physical, psychological, or emotional abuse, molestation, or harassment, including corporal punishment by, at the direction of, or with the knowledge of any person insured by this policy; or
 - b. failure of any person insured by this policy to take steps to prevent sexual, physical, psychological, or emotional abuse, molestation or harassment or corporal punishment;
11. arising from the distribution or display of data via a website, the internet, intranet or similar device or system designed or intended for electronic communication of data;
12. arising from liability imposed upon or assumed by you under any workers' compensation statute;
13. for punitive or exemplary damages, meaning that part of any award by a court which is in excess of compensatory damages and is stated or intended to be a punishment to you;
14. property damage or bodily injury caused by rust or corrosion, wet or dry rot, or fungi or spores;
15. for bodily injury or property damage directly or indirectly, whole or in part, caused by, contributed to by, resulting from or arising out of any cyber act or any cyber incident. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the bodily injury or property damage.
16. against a Family Trust, Company or Estate, its Trustees and/or Beneficiaries, unless arising out of the ownership, use and maintenance of the premises defined in Section II.

Additional Agreement:

Electrical Authority and Electrical Generation, Transmission and Distribution Company

With respect to "Electrical Company(s) – Renewable Energy Equipment", that person(s) or organization(s) is added to your policy as an Additional Insured, but only with respect to liability arising out of your ownership, maintenance, or use of the Renewable Energy Equipment.

Lessor of Leased Renewable Energy Equipment

With respect to "Lessor – Renewable Energy Equipment", that person(s) or organization(s) is added to your policy as an Additional Insured, but only with respect to their liability arising out of the maintenance, operation, or use by you of the Renewable Energy Equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply to:

1. Any bodily injury or property damage which takes place after you cease to lease the Renewable Energy Equipment.
2. To bodily injury or property damage arising out of the sole negligence of the person(s) or organization(s) specified.
3. This additional insured shall not be entitled to protection under this policy if any other insurance applies to a loss or claim, or would have applied if this policy did not exist, whether that other insurance is primary or excess.

Conditions

1. Notwithstanding any other similar clause in this policy or any other policy, if any other insurance applies to a loss, or would have applied if this policy did not exist, this policy will be considered excess insurance and we will not pay any loss until the amount of such other insurance is used up.
2. Statutory Conditions Misrepresentation, Change of Interest, Material Change, Termination and Notice incorporated in this policy apply as conditions to all Coverages under Section II.
3. Only losses that occur within the policy term shown on the Certificate of Property Insurance will be covered under this policy. There will be no coverage for any loss that occurred or was in progress prior to the policy period inception date or after the policy period expiry date shown on the Certificate of Property Insurance.

Rented Dwelling Policy Comprehensive Form

The policy consists of these wordings, the Certificate of Property Insurance which contains information that is unique to your insurance policy and other forms that may need to be attached to complete your package coverage. Together, these represent the legal contract of indemnity that exists between you and us. This policy contains various exclusions and limitations which eliminate or restrict coverage. Please read it carefully.

Insuring 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.

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

The Certificate of Property Insurance summarizes the Insurance coverage you have selected and the premiums, limits, amounts and deductibles that apply to them. Among other things, the Certificate of Property Insurance also identifies the policyholder, the policy term and any Endorsements that apply to your Insurance Coverage.

Only losses that occur within the policy term shown on the Certificate of Property Insurance will be covered under this policy. There will be no coverage for any loss that occurred or was in progress prior to the policy period inception date or after the policy period expiry date shown on the Certificate of Property Insurance.

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

If during the term of this policy we change the insurance of the kind provided by this policy to provide more coverage at no additional cost, you will automatically benefit from that change at no increase in premium.

This form consists of three sections:

Section I describes the insurance on your property. It also includes additional living expenses and/or fair rental value in certain circumstances.

Section II describes the insurance for your legal liability for bodily injury to others or damage to property of others arising out of your premises or your personal actions. It also includes benefits following injury and damage to property of others in certain other circumstances.

Section III describes the Optional Coverages you have purchased for an additional premium.

Section I – Definitions

"Actual Cash Value" means various factors shall be considered in the determination of actual cash value. Such factors shall include but are not 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 loss or damage, the resale value, the normal life expectancy of the property and obsolescence.

"Business or Business Pursuit" means any continuous, regular, or occasional activity of any kind undertaken for financial gain, and includes a trade, profession, or occupation. However, the following business uses by you are permitted without being stated on the Certificate of Property Insurance:

1. Rental of the premises

"Business Property" means property of any description related to a business pursuit conducted on the premises or elsewhere.

"Cash Cards" means cards designed to store a cash value by electronic means for use as a mode of payment, without a personal identification number and without direct access to a bank or other account.

"Civil Authority" means any person acting under the authority of 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.

"Collectible Personal Property" means property of rare, unique or novel personal interest, whether worn or not, or used by the Insured or not, such as, but not limited to, books, dolls, memorabilia, comic books, and sports cards.

"Computer system" means any computer, hardware, software, communications system, electronic device (including but not limited to smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

"Cyber act" means an unauthorized, malicious, or criminal act or series of related unauthorized, malicious, or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any computer system. It also includes malware or similar mechanism.

"Cyber incident" means:

1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any computer system; or
2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any computer system.

Cyber incident includes malware or similar mechanism.

"Data" means information, facts, concepts, code, or any other information of any kind:

1. that is recorded or transmitted in a form to be used, accessed, processed, transmitted, or stored by a computer system including programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment; or
2. that is used for records, including but not limited to books of account, drawing or card index systems.

"Data Problem" means:

1. erasure, destruction, corruption, misappropriation, misinterpretation of data;
2. error in creating, amending, deleting or using data; or
3. inability to access, receive, transmit or use data.

"Data Recovery" means services performed by a professional for the process of salvaging electronic data from damaged hard drive(s) installed in your personal computer.

"Data Recreation" means services performed by a professional to manually recreate electronic data stored on damaged hard drive(s) installed in your personal computer but does not include the value of electronic data even if such electronic data cannot be recreated.

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

"Dwelling" means the Building described in the Certificate of Property Insurance, wholly or partially occupied by you as a private residence.

"Electric Vehicle Supply Equipment (EVSE)" means an electric vehicle charging station that supplies recharging of plug-in private passenger electric vehicles and private passenger plug-in hybrid vehicles and, where required, has been installed by a qualified electrician and meets provincial installation requirements and is located on your premises.

"e-bike (electric bike)" means a power assisted bicycle that meets the federal and provincial definitions of a power assisted bicycle and is incapable of attaining speeds higher than 32 km/h on level ground.

"Flood" means 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.

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

"Garden tractor" means a tractor of not more than 25hp used for cutting lawns, tilling gardens, and removing weeds. May also be used for snow removal. Does not include backhoes, front loaders, or similar equipment.

"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.

Section I – Definitions

"Ice Damming" means the build-up of ice and water on the roof, or within the eaves trough and downspout system, caused by repeated thawing and freezing of ice and snow within the eaves trough and downspout system.

"Insured" means the Named Insured and, while living in the same household:

1. the Named Insured's spouse;

Only the person(s) named on the Certificate of Property Insurance may take legal action against us.

"Intangible Assets" means intangible assets including but not limited to non-fungible tokens (NFTs), other blockchain-based assets, digital collectibles, or digital art.

"Major Renovation(s)" means alterations or repairs to existing dwelling buildings or detached private structures where either a building permit is required, or any other permits are required by regulation. Including any alterations or repairs involving:

- a. site preparation;
- b. removal or weakening of any structural support, excluding foundations; or
- c. the opening of an exterior wall or roof component that extends beyond 48 consecutive hours.

The period of major renovation commences from the date the alterations or repairs are initiated and continues until such time as all interior fixtures are installed with all exterior finishes and finished carpentry completed.

If the premises is unoccupied during the period of major renovation, the dwelling building or detached private structure is considered under major renovation until the occupants have taken up residency even if the alterations or repairs have been substantially completed and the certificate of occupancy has been issued.

Examples of Major Renovations include but are not limited to:

- First floor addition or extension;
- Adding another floor;
- Adding a garage or replacing an existing garage (attached or detached)
- Removal of load-bearing walls;
- Opening an exterior wall;
- Kitchen, bathroom, basement renovations or any of the included Major Renovations that require any of the following:
 - Building permit is required or any other permits that are required by regulation;
 - Structural architect.

"Malware or Similar Mechanism" means any program code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with, or otherwise adversely affect computer programs, data files or operations (whether involving self-replication or not), including but not limited to 'virus', 'Trojan horses', 'worms', 'logic bombs' or 'denial of service attack'.

"Named Insured" means the person(s) named as Insured on the Certificate of Property Insurance.

"Premises" means the land contained within the lot lines on which the dwelling is situated.

"Reasonable Care" means measures customarily taken by a homeowner to ensure, to the best of their ability, that heating has been and will continue to be maintained. These measures include, but are not limited to, arranging for a competent person to regularly check your dwelling, regularly monitoring the heat in your dwelling by way of a remote system, ensuring the heating system is operational and functioning prior to departure, ensuring all windows and doors are closed and secured, and ensuring the thermostat has been set to a temperature that is sufficient to prevent freezing of pipes.

"Renewable Energy Equipment" means permanently installed solar panels, wind turbines, rechargeable batteries, geothermal equipment, and their apparatus installed on your premises and, where required, which have been installed by a qualified electrician and meet provincial installation requirements, and are used for the generation, transmission, storage, or utilization of mechanical or electrical power, predominately for personal use, not otherwise insured.

"Residence Employee" means a person employed by you to perform duties in connection with the maintenance or use of the premises. This includes persons who perform household or domestic services or duties of a similar nature for you. This does not include contractors or sub-contractors. It also does not cover persons while performing duties in connection with your business.

"Specified Perils"

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

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. a falling object which strikes the exterior of the building;
6. impact by aircraft, watercraft, or land vehicle;
7. riot;
8. vandalism or malicious acts, not including loss or damage caused by theft or attempted theft;
9. water damage meaning damage caused by:
 - a. the sudden and accidental escape of water from a watermain;
 - b. the sudden and accidental escape of water or steam from within a plumbing, heating, sprinkler, air conditioning system or 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. However, such damage is not covered when the escape of water is caused by freezing;
 - d. water which enters your dwelling through an opening which has been created suddenly and accidentally by a peril not otherwise excluded;
 - e. the backing up or escape of water from an eavestrough or down spout, or by ice damming, provided the water has not entered through a basement or foundation wall;
10. windstorm or hail, including loss or damage caused by weight of ice, snow, or sleet. This peril does not include loss or damage to your personal property within a building, caused by windstorm, hail or coincidental rain damage unless the storm first creates an opening in the building;
11. transportation meaning loss or damage to your personal property, caused by collision, upset, overturn, derailment, stranding or sinking of any motorized vehicle or attached trailer in which the insured property is being carried. This would also apply to any conveyance of a common carrier but does not include loss or damage to property in a vacation or home trailer which you own. Watercraft, their furnishings, equipment, or motors are also not covered.

"Secured Storage Facility" means, a building designed specifically for storage that is locked and has 24-hour security monitoring.

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

Section I – Definitions

"Spouse" means either of two persons who are married to each other or who have together entered into a marriage that is voidable or void, or either of two persons who are 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.

"Surface Waters" means water on the surface of the ground where water does not usually accumulate in ordinary watercourses, lakes, or ponds.

"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.

"Under Construction" means construction of a new dwelling building or detached private structure. The period of time commencing from the date site preparation is initiated and continuing through demolition, excavation, laying of foundations and the assembly of components, concluding when the dwelling building/detached private structure is substantially completed and the certificate of occupancy has been issued.

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

1. all occupants have moved out with no intention of returning and no new occupant has taken up residence; or
2. in the case of a newly constructed dwelling, no occupant has yet taken up residence.

"Virtual currency" means a digital representation of value that functions as, including but not limited to, a medium of exchange, a unit of account, and/or a store of value. It includes, but not limited to, digital currency, crypto currency, any other type of electronic currency, or on-line peer-to-peer mediums of exchange.

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

"We", "us" or "our" means the company providing this insurance.

"You" or "your" refers to the Insured.

Section I – Property Coverages

The amounts of insurance are shown on the Certificate of Property Insurance.

Coverage A – Dwelling Building

We insure:

1. The principal dwelling and attached structures.
2. Permanently installed outdoor equipment on the premises.
3. Outdoor hot tub, 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 structures on the premises. We insure against the peril of theft, only when your dwelling is completed and ready to be occupied.
5. Renewable Energy Equipment for an amount not exceeding \$100,000 in total.
6. Electric Vehicle Supply Equipment as defined and owned by you.

Extensions of Coverage

Tear Out

If any walls, ceilings or other parts of insured buildings or structures must be torn apart before water damage coverage 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 to outdoor swimming pools, public watermains or sewers is not insured.

Building Fixtures and Fittings

You may apply up to 10% of the amount of insurance on your dwelling to insure building fixtures and fittings temporarily removed from the premises for repair or seasonal storage. Outdoor Trees, Plants, Shrubs and Lawns

You may apply up to 5% in total of the amount of insurance on your dwelling to trees, plants, shrubs, and lawns on your premises, other than cannabis plants. We will not pay more than \$1,000 for any one tree, plant or shrub including debris removal expenses. We will not pay more than \$1,000 for grass including debris removal expenses.

We insure these items against loss caused by fire, theft, lightning, explosion, impact by aircraft, watercraft, or land vehicle, riot, vandalism, and malicious acts. We do not insure items or lawns grown for commercial purposes.

Coverage B – Detached Private Structures

We insure structures or buildings on your premises separated from the dwelling by a clear space 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 private detached structures.

Coverage C – Personal Property

1. 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 the rented dwelling.

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

We do not insure loss or damage to:

- a. motorized vehicles or their equipment (except for lawn mowers, other gardening equipment, garden tractors, snow blowers, wheelchairs, scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability, electric personal mobility assistive devices, watercraft other than personal watercraft powered by a jet- pump propulsion system, e-bikes, and golf carts);
- b. camper units, truck caps, trailers, or their equipment;
- c. aircraft or their equipment.

Equipment includes audio, visual, recording, or transmitting equipment powered by the electrical system of a motor vehicle or aircraft. It also includes automobile keys, automobile transponders, and frequency-operated keys. Equipment does not include spare automobile parts.

2. We insure your personal property for an additional amount up to 20% of Coverage C limit or \$2,500 whichever is greater while it is temporarily away from your premises, anywhere in the world. However, personal property normally kept at any other location you own, or rent is not insured.

If you wish, we will include uninsured personal property belonging to others while it is in your possession or belonging to a residence employee travelling for or with you.

Personal property stored in a secured storage facility is insured for a period of 30 days only, from the date the property was first stored. We will continue coverage beyond that period for the peril of theft only. The period of 30 days does not apply to personal property in storage as a result of a covered loss.

Extensions of Coverage**Change of Temperature**

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

Special Limits of Insurance

We insure:

1. Books, tools, and instruments pertaining to a business, profession, or occupation but only while on your premises for an amount up to \$7,500 in total, not otherwise insured. Other property used for business is not insured, including samples and goods held for sale.
2. Securities up to \$5,000 in total.
3. Money including cash cards or bullion, but not including virtual currency, up to \$500 in total.
4. Garden tractors and snow removal equipment including attachments and accessories up to \$10,000 in total.
5. Watercraft, their trailers, furnishings, equipment, accessories, and motors up to \$2,500 in total, but we do not insure personal watercraft powered by a jet-pump propulsion system.
6. Spare automobile parts up to \$250 for any one item, \$1,000 in total.
7. Animals, birds, or fish up to \$2,500 in total.
8. We insure your Personal Property while contained in a safety deposit box in a Bank or Trust Company, up to \$10,000 in total.
9. Golf carts up to \$5,000 in total.
10. Cannabis for personal use in all consumable forms and cannabis plants, except for medicinal use, up to \$500 in total.

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

11. Luggage, pet carriers, and handbags including, but not limited to, purses, wallets, totes, clutches, carrier bags, and other items of a similar nature, up to \$15,000 in total.
12. Jewellery, watches, gems, fur garments and garments trimmed with fur up to \$6,000 in total.
13. Numismatic property (such as coin collections) up to \$500 in total.
14. Manuscripts, stamps, and philatelic property, (such as stamp collections) up to \$2,000 in total.
15. Each bicycle, tricycle, unicycle or e-bike and its equipment and accessories up to \$1,000 each.
16. Collectible Personal Property up to \$5,000 per loss.
17. Golfing equipment and accessories, except golf carts, up to \$3,000 in total, while the golfing equipment is away from your premises.
18. Works of art, such as paintings, photographs, drawings etchings, prints and lithographs, including their frames, sculptures, statuary and antiques, and hand-made rugs and tapestries up to \$2,000 in total.
19. We insure your wine or spirits on the premises, for replacement cost against all risk of direct physical loss or damage subject to the terms and conditions of this form, for an amount up to \$1,000 in total.

Coverage D – Fair Rental Value and Prohibited Access

The amount of insurance for Coverage D 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.

1. **Fair Rental Value.** If a peril not otherwise excluded makes that part of the dwelling or detached private structures rented to others or held for rental by you unfit for occupancy, we insure its Fair Rental Value. Payment shall be for the reasonable time required to repair or replace that part of the dwelling or detached private structures rented or held for rental. Fair Rental Value shall not include any expense that does not continue while that part of the dwelling or detached private structures rented or held for rental is unfit for occupancy. Fair Rental Value does not apply when a peril not otherwise excluded results from the dwelling or detached private structure being under construction or under major renovation.
2. **Prohibited Access.** If a civil authority prohibits access to your dwelling:
 - a. as a direct result of damage to neighbouring premises by a peril not otherwise excluded under this form, we insure Fair Rental Value loss for a period not exceeding 2 weeks; or
 - b. by order for mass evacuation as a direct result of a sudden and accidental event within Canada or the United States of America, we insure any resulting necessary and reasonable increase in living expense to a maximum of \$2,500 incurred by you for the period access is prohibited, not exceeding 30 days from the date of the order of evacuation. This coverage for mass evacuation is not subject to a deductible.
 - c. You are not insured for any claim arising from evacuation resulting from:
 - i. flood;
 - ii. earthquake, unless the earthquake peril has been added to this policy by endorsement;
 - iii. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military power;
 - iv. Terrorism or 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 such loss or damage;
 - v. 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;
 - vi. contamination by radioactive material;
 - vii. any communicable disease;
 - viii. any cyber act

This coverage does not increase the amounts of Insurance for Coverage D, Additional Living Expense.

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

Special Coverage Features

In addition to the insurance provided by the Property Coverages, your policy provides these Special Coverage Features, subject to the terms and conditions set out.

Debris Removal

We will pay the cost of removing from your premises the debris of property insured which results from loss or damage insured by this form.

If the amount payable for loss, including expense for debris removal, is greater than the amount of insurance an additional 5% of that amount will be available to cover debris removal expense.

The deductible applies to this Coverage Feature.

Section I – Property Coverages

Fire Department Charges

We will reimburse you for fire department charges incurred for attending your premises to save or protect insured property from loss or damage or further loss or damage, insured against by this form.

This Coverage Feature is not subject to a deductible.

Inflation Guard

We will increase the limits of insurance stated on the Certificate of Property Insurance for Coverages A, B C and D by amounts which are solely attributable to the inflation increase since the inception date of this policy, the latest renewal or anniversary date or from the date of the most recent change to the amounts of insurance shown on the Certificate of Property Insurance, whichever is the latest.

On renewal or anniversary date, we will automatically increase the amounts of insurance shown on the Certificate of Property Insurance under Section I by amounts which are solely attributable to the inflation increase since the inception date of this policy or the latest renewal or anniversary date.

Lock Replacement

If your exterior door keys are lost or stolen, your policy provides up to \$500 to re-key your locks or to replace them if it is not possible to re-key them. You must notify us within 72 hours of the discovery of the keys being lost or stolen.

This Coverage Feature is not subject to a deductible.

Mortgage Rate Protector

Should your dwelling be rendered a total loss by a peril not otherwise excluded your mortgagor may have the right to call in your mortgage loan, making it necessary for you to arrange a new loan. If your new mortgage loan bears a higher rate of interest than the old one, we will pay:

1. the extra cost of your loan repayments on the balance of your outstanding mortgage, calculated as the difference between the old and the new payment amounts, each month until the maturity date of the original mortgage agreement; and
2. legal fees you incurred to obtain the new mortgage, but we will not pay for other costs such as judgments or service charges.

The payments provided by this Feature:

- a. are in addition to the amount of insurance shown for Coverage A on the Certificate of Property Insurance; and
- b. will cease on the date you relinquish title to or your interest in your dwelling.

Where found in this Feature, the words "total loss" means that the total cost of insured loss or damage equals or exceeds the amount shown for Coverage A on the Certificate of Property Insurance.

This Coverage Feature is not subject to a deductible.

Property Removed

If you must remove insured property from your premises to protect it from loss or damage that is covered by this policy, it is insured by this form for 90 consecutive 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 insured property at the time of loss.

The deductible applies to this Coverage Feature.

Reward Coverage

We will pay up to \$1,000 to any individual or organization for information leading to the arrest and conviction of any person(s) who robs from any person insured under this policy or steals, vandalizes, burglarizes, or commits arson to any insured property. Regardless of the number of persons providing information, payment will not exceed \$1,000 in total.

This Coverage Feature is not subject to a deductible.

Notice to Authorities

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

Insured Perils

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

Exclusions – Section I

Property not insured:

1. buildings or structures used in whole or in part for business or farming purposes;
2. retaining walls, unless the damage is caused by fire, lightning, impact by watercraft, land vehicle or aircraft, vandalism, and malicious acts;
3. sporting equipment where the loss or damage is due to its use;
4. animals, birds, or fish unless the loss or damage is caused by a Specified Peril, other than impact by aircraft, watercraft, or land vehicle;
5. property at any fairground, exhibition, or exposition for the purpose of exhibition or sale;
6. any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
7. any property illegally acquired, used, kept, stored, imported, or transported or any property subject to forfeiture;
8. evidences of debt or title;
9. loss or damage to wine or spirits caused directly or indirectly by
 - a. breakage
 - b. spoilage
10. virtual currency;
11. intangible assets;
12. Buildings or structures or personal property contained in them, 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, except as allowed by law.

Loss or damage not insured:

13. scratching, abrasion or chipping of any personal property or breakage of any fragile or brittle articles unless caused by a Specified Peril, accident to a land vehicle, watercraft or aircraft, or theft or attempted theft;
14. wear and tear, deterioration, defect, or mechanical breakdown;
15. inherent vice or latent defect;
16. the cost of making good:
 - a. faulty or improper material;
 - b. faulty or improper workmanship; or

Section I – Property Coverages

- c. faulty or improper design.

This exclusion does not apply to loss or damage caused directly by a resultant peril not otherwise excluded in this form.

- 17. a. data; or
 - b. loss or damage caused directly or indirectly by a data problem. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage except you are still insured for ensuing loss or damage caused directly by fire, explosion, smoke, or water damage, all as described Specified Perils.
- 18. loss involving virtual currency or intangible assets of any kind, by whatever name known, whether actual or fictitious.

Nor do we insure loss or damage:

- 19. caused by rust or corrosion, wet or dry rot, or fungi or spores;
- 20. resulting directly from settling, expansion, contraction, moving, bulging, buckling, or cracking except resulting damage to building glass;
- 21. occurring after your dwelling has, to your knowledge, been vacant for more than 30 consecutive days;
- 22. caused directly or indirectly by:
 - a. 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 coal, natural or manufactured gas; or
 - b. contamination by radioactive material;

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

- 23. caused directly or indirectly by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.
- 24. 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". This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable, or contrary to statute, the remainder shall remain in full force and effect. This exclusion does not apply to ensuing loss or damage which directly results from fire or explosion of natural, coal or manufactured gas;
- 25. resulting from an intentional or criminal act or failure to act by:
 - a. any person insured by this policy;
 - b. any other person at the direction of any person insured by this policy; or
 - c. any tenant, tenants' guests, boarder or employee, or any member of the tenants' household;

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

- i. whose act or omission caused the 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 loss or damage

(2) A 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 reasonable place and time designated by us.
- ii. cannot recover more than their proportionate interest in the lost or damage property.
- 26. from the part of the dwelling rented to others caused by theft or attempted theft by any tenant, tenant's employee or member of the tenant's household
- 27. arising directly or indirectly from the growing, manufacturing, processing, storing, possession, or distribution by anyone of any drug, narcotic or illegal substances or items of any kind. This includes any alteration of the premises to facilitate such activity, whether or not you have any knowledge of such activity. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
- 28. to personal property undergoing any process involving the application of heat, or while being worked on, where the damage results from such process or work, but resulting damage to other property is insured;
- 29. caused by animals owned by you or in your care, custody, or control;
- 30. caused by birds, vermin, skunks, rodents, (other than raccoons and squirrels), bats or insects, except loss or damage to building glass;
- 31. caused by smoke from agricultural smudging or industrial operations;
- 32. caused directly or indirectly by snowslide, earthquake, landslide, mudflow, or any other earth movement. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage except you are still insured for ensuing loss or damage which directly results from fire or explosion;
- 33. caused by vandalism or malicious acts or glass breakage occurring while your dwelling or detached private structure is under construction, under major renovation, or vacant even if permission for construction or vacancy has been given by us;
- 34. resulting from a change in ownership of property that is agreed to even if that change was brought about by trickery or fraud;
- 35. caused by or resulting from contamination or pollution, or the release, discharge or dispersal of contaminants or pollutants, unless the loss or damage resulted from the sudden and accidental bursting or overflowing of your domestic fixed fuel oil tank, apparatus, or pipes;

We do not insure loss or damage:

- a. to sewers;
- b. caused by continuous or repeated leakage or seepage;
- c. occurring while the dwelling or detached private structure is under construction, under major renovation, or vacant, even if we have given permission for construction or vacancy;
- 36. caused by theft or attempted theft of property in or from a dwelling or detached private structure under construction or under major renovation, or of materials and supplies for use in the construction or renovation, until the dwelling or detached private structure is substantially completed and the certificate of occupancy has been issued;
- 37. to an outdoor hot tub, outdoor swimming pool or equipment attached to a public watermain, caused by water escape, rupture or freezing;
- 38. caused directly or indirectly by continuous or repeated seepage or leakage of water. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;

Section I – Property Coverages

39. caused directly or indirectly by flood, surface water, spray, storm surge, ice, or waterborne objects, all whether driven by wind or not. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, unless the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached;
40. caused directly or indirectly by water except as defined in Specified Perils; but we do not insure loss or damage:
- caused by the backing up or escape of water from a sewer, sump or septic tank, retention tank, French drain, or water leader;
 - caused by ground water or rising of the water table;
 - caused by surface waters;
 - to a watermain;
 - to a system or domestic water container from which the water escaped;
 - caused by shoreline ice build-up or by water-borne ice or other objects, all whether driven by wind or not;
 - occurring while the dwelling or detached private structure is under construction, under major renovation, or vacant even if we have given permission for construction, major renovation, or vacancy;
 - caused by freezing during the usual heating season:
 - within a heated portion of your dwelling, if you have been away from your premises 8 or more consecutive days; but you will still be insured if:
 - you used reasonable care to maintain heat in the building; or
 - shut off and drained the water system and domestic water containers;
 - within an unheated portion of your dwelling.
- This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.
41. or expenses, caused directly or indirectly, in whole or in part by any communicable disease regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage or expenses;
42. directly or indirectly caused by, contributed to by, resulting from or arising out of any cyber act or any cyber incident. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage except you are still insured for ensuing loss or damage caused directly by fire, explosion, smoke, or water damage all as described in Specified Perils, and theft or attempted theft of property when such property is not otherwise excluded.

Basis of Claim Payment

We will pay for insured loss of or damage to the dwelling and detached private structures and personal property as described below up to your financial interest in the property, but not exceeding the applicable amount(s) of insurance for any loss or damage arising out of any one occurrence.

Amounts Not Reduced

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

Actual Cash Value

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

Deductible

We are responsible only for the amount by which the loss or damage covered by this policy of insurance exceeds the amount of the deductible shown on the Certificate of Property Insurance in any one occurrence.

If your claim involves personal property on which the Special Limits of Insurance apply, the limitations apply to losses exceeding the deductible amount.

Dwelling and Detached Private Structures

If you repair or replace the damaged or destroyed building with a building of the same occupancy constructed with materials of similar quality within a reasonable time after the damage, we will pay the cost of repairs or the Replacement Cost (whichever is less) without deduction for depreciation. If you do not repair or replace, we will pay the actual cash value of the damage on the date of occurrence, and you will not be eligible for By-law coverage.

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.

Guaranteed Replacement Cost on Dwelling Buildings

If Guaranteed Replacement cost is indicated in the Certificate of Property Insurance, we will pay the cost of repairs or replacement even if it is more than the amount of insurance for Coverage A, provided:

- the amount of insurance for Coverage A shown on the Certificate of Property Insurance:
 - on the inception date of the policy; or
 - the most recent renewal date; or
 - the increased amount under the inflation protection coverage on the date the increase took effect was not less than 100% of the cost to replace the dwelling building, as determined by a valuation guide acceptable to us;
- the amount of insurance applicable to Coverage A has not been reduced below the amount determined by the valuation guide; and
- you notified us within 30 days of the start of any major renovations; and
- you repair or replace the damaged or destroyed building on the same location with a building of the same occupancy constructed with materials of similar quality within a reasonable time after the damage.

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

Insurance Under More Than One Policy

If you have insurance on specifically described property, this policy will be considered excess insurance and we will not pay any loss or claim until the amount of such other insurance is used up.

In all other cases, we will pay our rateable proportion of the loss or claim under this policy.

Personal Property

- For electronic media we will pay the cost of reproduction 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, or the value of electronic media if such electronic media cannot be recreated.
- For other records, including books of account, drawings, or card index systems, we will pay the cost of blank books, pages, cards, or other materials plus the cost of actually transcribing or copying the records.
- We will pay on the basis of replacement cost for all other personal property except:
 - articles that cannot be replaced with new articles because of their inherent nature, including antiques, fine arts, paintings, and statuary;

Section I – Property Coverages

- b. articles for which their age or history substantially contributes to their value, such as memorabilia, souvenirs, and collector's items;
- c. property that has not been maintained in good or workable condition;
- d. property that is no longer used for its original purpose; for which we will pay only on the basis of actual cash value.

Replacement cost means the cost, on the date of the loss or damage, of the lower of:

1. repairing the property with materials of similar kind and quality; or
2. new articles of similar kind, quality, and usefulness; without any deduction for depreciation.

We will pay on the basis of replacement cost only if the property lost or damaged is repaired or replaced as soon as reasonably possible. Otherwise, we will pay on the basis of actual cash value.

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

For personal property described under "special limits of insurance" we will not pay more than the applicable limit under either the replacement cost or actual cash value basis.

Single Limit of Insurance

If:

1. a single event or occurrence results in loss or damage which is insured under more than one of Coverages A, B, C and D, and
2. Single Amount of Insurance appears on the Certificate of Property Insurance, and
3. the Guaranteed Replacement Cost on Dwelling Buildings provision does not apply, and
4. the dwelling or detached private structure is not under construction or under major renovation,

the amount of insurance available to cover such insured loss or damage will be the total of the individual amounts for Coverages A, B, C and D.

If the Guaranteed Replacement Cost on Dwelling Buildings provision applies to your claim under Coverage A, the maximum amount of insurance available for insured loss or damage under Coverages B, C and D will be the total of the individual amounts for those Coverages.

Additional Agreement

Property of Others

At the option of the Insurer, any loss may be paid to the Named Insured or adjusted with and paid to the owner of the Renewable Energy Equipment. For leased or rented Renewable Energy Equipment, notwithstanding any payment made by us to the owner of such equipment, the insured's right to dispute resolution available under any condition of this policy or applicable insurance legislation is unaffected.

Conditions

The following conditions apply to the coverage provided by Section I of this policy.

Pair and Set

In the case of loss or damage to any article(s) which is (are) part of a set the measure of loss of or damage to such article(s) will be a reasonable and fair proportion of the total value of the set, but in no event will such loss or damage be construed to mean total loss of the set.

Parts

In the case of loss or damage to any part of the insured property 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.

Permissions Granted

You have our permission under the terms and conditions of this policy to:

1. make alterations, additions, and repairs to the dwelling building that you occupy and your detached private structures. (You may, however, need to request an increase in your Limits of Insurance.) We must be notified within 30 days of the commencement of any major renovations.
2. store and use reasonable and normal quantities of fuel oil, gasoline, benzene, naphtha, or other similar materials.

Statutory Conditions

All of the conditions set out under the title Statutory Conditions apply with respect to all of the perils insured under Section I except that these conditions may be modified or supplemented by the provisions of the said Section I or by forms or endorsements which modify Section 1.

Subrogation

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

If such action on our part does not fully indemnify both you and us, the amount that we recover will be divided between you and us in the proportions in which the loss or damage has been borne by each of us, respectively. The amounts so available for distribution shall be net of the costs of effecting the recovery.

Section II – Definitions

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

"Business or Business Pursuit" means any continuous, regular, or occasional activity of any kind undertaken for financial gain, and includes a trade, profession, or occupation. However, the following business uses by you are permitted without being stated on the Certificate of Property Insurance:

1. the rental of your residence to others;

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

"Computer system" in this Section has the same meaning as in Section I.

"Cyber act" in this Section has the same meaning as in Section I.

"Cyber incident" in this Section has the same meaning as in Section I.

"Dwelling" in this Section has the same meaning as in Section I.

"Electric Vehicle Supply Equipment (EVSE)" in this Section has the same meaning as in Section I.

"Insured" in this Section has the same meanings as in Section I. In addition, we will insure:

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

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

"Malware or Similar Mechanism" in this Section has the same meaning as in Section I.

"Named Insured" in this Section has the same meaning as in Section I.

"Premises" means the premises specifically described on the Certificate of Property Insurance

"Property Damage" means:

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

Tangible property does not include electronic data.

"Renewable Energy Equipment" means permanently installed solar panels, wind turbines, rechargeable batteries, geothermal equipment, and their apparatus installed on the land within the lot lines on which the dwelling building is situated and, where required, which have been installed by a qualified electrician and meet provincial installation requirements, and are used for the generation, transmission, storage, or utilization of mechanical or electrical power, predominately for personal use, not otherwise insured.

"Residence Employee" in this Section has the same meaning as "Residence Employee" in Section I.

"You" or **"your"** in this Section refer to the Insured.

"We" or **"us"** in this Section have the same meanings as in Section I.

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

Section II – Insurance of Your Liability To Others

Coverages

This insurance applies to accidents or occurrences which take place during the period this policy is in force;

Coverage E – Your Personal Liability Protection

This is the part of the policy you look to for protection if you are sued.

We will pay all sums which you become legally liable to pay as compensatory damages because of unintentional bodily injury or property damage arising out of your ownership, use or occupancy of the premises defined in Section II.

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

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

We do not insure claims made against you arising from:

1. liability you have assumed by contract unless your legal liability would have applied even if no contract had been in force, but we do insure claims made against you for the legal liability of other persons in relation to your premises that you have assumed under a written contract;
2. damage to property you own, use, occupy, lease, rent or in your care, custody or control; property damage to premises you sell, give away or abandon;
3. damage to personal property or fixtures as a result of work done on them by you or anyone on your behalf;
4. bodily injury to you or to any person residing in your household other than a residence employee;
5. the personal actions of a named insured who does not reside on the premises described on the Certificate of Property Insurance;
6. liability arising out of premises, other than as herein before defined.

There are other exclusions that apply to all Coverages under Section II. Please refer to "Exclusions – Section II".

Defence, Settlement Supplementary Payments

If a claim is made against you 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 if we decide this is appropriate. We will pay only for the legal counsel we select.

We will also 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 limit 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 limit of insurance, but we are not obligated to apply for or provide these bonds;
5. expenses which you have incurred for emergency medical or surgical treatment to others following an accident or occurrence insured by this form;
6. reasonable expenses, including actual loss of income up to \$100 per day, which you incur at our request.

Section II – Insurance of Your Liability To Others

Action Against Us

No suit may be brought against us:

1. until you have fully complied with all the terms of this Coverage, nor until the amount of your obligation to pay has been finally determined, either by a judgment against you or by an agreement which has our consent;
2. more than one year (two years in the Yukon Territories and the Provinces of Ontario and Manitoba) 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.

Unauthorized Settlements

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

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.

The amount of insurance shown on the Certificate of Property Insurance is the maximum amount we will pay for each person in respect of one accident or occurrence.

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. medical expenses of any person that arise from the construction or renovation activities being performed on your dwelling or detached private structure.

There are other exclusions that apply to all Coverages under Section II. Please refer to "Exclusions – Section II".

Notice of Accident or Occurrence

1. When an accident or occurrence takes place, you must promptly give us notice (in writing if required). The notice must include:
 - a. your name and policy number;
 - b. the time, place, and circumstances of the accident;
 - c. the names and addresses of witnesses and potential claimants.
2. If requested by us, you must arrange for the injured person(s) to:
 - a. give us written proof of claim as soon as possible, under oath if required;
 - b. submit to physical examination at our expense by doctors we select as often as we may reasonably require;
 - c. authorize us to obtain medical and other records.

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

No suit may be brought against us until you have fully complied with all the terms of this Coverage.

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 an Insured, 12 years of age or under.

We do not insure:

1. damage to property owned or rented by an insured or an insured's tenant;
2. damage to property which is insured under Section I;
3. claims resulting from the loss of use, disappearance, or theft of property;
4. damage to property occurring on the premises arising from the construction or renovation activities being performed on your dwelling or detached private structure.

There are other exclusions that apply to all Coverages under Section II. Please refer to "Exclusions – Section II".

Basis of Payment

We will pay whichever is the lower amount of:

1. what it would cost to repair or replace the property with materials of similar quality at the time of loss;
2. the amount of insurance shown on the Certificate of Property Insurance.

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.

1. You must give us a written proof of claim as soon as possible, under oath if required, containing the following information:
 - a. the date, time, place and circumstances of the accident or occurrence;
 - b. the interest of all persons in the property affected.
2. If requested by us, you must help us to verify the damage.

No suit may be brought against us until:

1. you have fully complied with all the terms of this Coverage;
2. 60 days after the written proof of claim has been filed with us.

Coverage H – Voluntary Compensation for Residence Employees

This coverage is automatically provided for all your occasional residence employees. It will be extended to your permanent residence employees if so, stated on the Certificate of Property Insurance.

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

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

A residence employee or anyone acting on their 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.

1. When an accident occurs, you must promptly give us notice (in writing if requested by us). 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:

Section II – Insurance of Your Liability To Others

- 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.

We will not pay benefits:

1. unless your employee was actually performing duties for you when the accident happened;
2. for any hernia injury;
3. for injury occurring on the premises arising from the construction or renovation activities being performed on your dwelling or detached private structure.

Schedule of Benefits

1. Loss of Life

If your residence employee dies from injuries received in the accident within the following 26 weeks, we will pay a total of 100 times the weekly indemnity to those wholly dependent upon him or her. If there is more than one dependent the amount will be divided equally among them. This payment is in addition to any benefit for Temporary Total Disability paid up to the date of death.

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 7 days unless the disability lasts for 6 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 100 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 100 weeks in total even if the accident results in loss from more than one item.

For Loss of	Number of Weeks
A. One or more of the following:	
Hand	100
Arm	100
Foot	100
Leg	100
B. One finger or toe or	25
More than one finger or toe	50
C. One eye or	50
Both eyes	100
D. Hearing of one ear or	25
Hearing of both ears	100

5. Medical Expenses

If as a result of the accident your residence employee incurs medical expenses 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.

Loss Assessment Coverage (Condominium Unit Owner)

We will pay for your share of special assessments if:

- a. the assessment(s) are valid under the Condominium Corporation's governing rules; and
- b. the assessment(s) are made necessary by occurrence(s) to which this Section of the policy applies.

We will not pay more than \$25,000 for that part of an assessment made necessary by a deductible in the insurance policy of the Condominium Corporation.

Special Limitations

Watercraft and Motorized Vehicles you Own

We will pay all sums which you become legally liable to pay as compensatory damages because of unintentional bodily injury or property damage arising out of your ownership, use or operation of:

Watercraft You Own

1. watercraft, including their attachments, equipped with any type of motor of not more than 38 kW (50 H.P.), other than personal watercraft powered by a jet-pump propulsion system;
2. non-motorized watercraft, including their attachments, not more than 8 metres (26 feet) in length

Any other watercraft is insured only if liability coverage for it is shown on the Certificate of Property Insurance. If the watercraft or motor with which it is equipped, other than personal watercraft powered by a jet-pump propulsion system, is acquired after the effective date of this policy, you will be insured automatically for a period of 30 days only from the date of acquisition, or until expiry of the policy, whichever comes first;

Section II – Insurance of Your Liability To Others

Motorized Vehicles You Own

1. self-propelled lawn mowers, snow blowers, garden tractors of not more than 19 kW (25 H.P.);
2. motorized golf carts while in use on a golf course;
3. motorized wheelchairs, including motorized scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability.
4. e-bikes

Territorial Limits – Watercraft and Motorized Vehicles You Own

You are covered for incidents occurring in Canada, the United States of America and on a vessel travelling between the ports of those countries.

Business and Business Property

We insure you against claims arising out of:

1. Renewable Energy Equipment.

Exclusions – Section II

We do not insure claims:

1. caused directly or indirectly by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
2. 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. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable, or contrary to statute, the remainder shall remain in full force and effect. This exclusion does not apply to ensuing loss or damage which directly results from fire or explosion of natural, coal or manufactured gas;
3. arising from
 - a. 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 coal, natural or manufactured gas; or
 - b. contamination by radioactive material;This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
4. arising from business pursuits or any business use of the premises except as provided under "business and business property" in Section II or specified on the Certificate of Property Insurance;
5. arising from the rendering or failure to render any professional service;
6. arising from bodily injury or property damage caused by any intentional or criminal act or failure to act by:
 - a. any person insured by this policy; or
 - b. any other person at the direction of any person insured by this policy;
7. arising from the ownership, use or operation of:
 - a. any aircraft;
 - b. premises used as an airport or landing facility; and all activities related to either;
8. arising from the ownership, use or operation of any watercraft, motorized vehicle, or trailer except as provided under "Watercraft and Motorized Vehicles You Own" in Section II;
9. arising from the ownership, use or operation of any trailer
10. arising from any communicable disease;
11. arising from:
 - a. sexual, physical, psychological, or emotional abuse, molestation, or harassment, including corporal punishment by, at the direction of, or with the knowledge of any person insured by this policy; or
 - b. failure of any person insured by this policy to take steps to prevent sexual, physical, psychological, or emotional abuse, molestation or harassment or corporal punishment;
12. arising from the distribution or display of data via a website, the internet, intranet or similar device or system designed or intended for electronic communication of data;
13. arising from liability imposed upon or assumed by you under any workers' compensation statute;
14. for punitive or exemplary damages, meaning that part of any award by a court which is in excess of compensatory damages and is stated or intended to be a punishment to you;
15. for property damage or bodily injury caused by rust or corrosion, wet or dry rot, or fungi or spores;
16. for bodily injury or property damage directly or indirectly, whole or in part, caused by, contributed to by, resulting from or arising out of any cyber act or any cyber incident. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the bodily injury or property damage.
17. against a Family Trust, Company or Estate, its Trustees and/or Beneficiaries, unless arising out of the ownership, use and maintenance of the premises defined in Section II.

Additional Agreement:

Electrical Authority and Electrical Generation, Transmission and Distribution Company

With respect to "Electrical Company(s) – Renewable Energy Equipment", that person(s) or organization(s) is added to your policy as an Additional Insured, but only with respect to liability arising out of your ownership, maintenance, or use of the Renewable Energy Equipment.

Lessor of Leased Renewable Energy Equipment

With respect to "Lessor – Renewable Energy Equipment", that person(s) or organization(s) is added to your policy as an Additional Insured, but only with respect to their liability arising out of the maintenance, operation, or use by you of the Renewable Energy Equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply to:

1. Any bodily injury or property damage which takes place after you cease to lease the Renewable Energy Equipment.
2. To bodily injury or property damage arising out of the sole negligence of the person(s) or organization(s) specified.
3. This additional insured shall not be entitled to protection under this policy if any other insurance applies to a loss or claim, or would have applied if this policy did not exist, whether that other insurance is primary or excess.

Conditions

Section II – Insurance of Your Liability To Others

1. Notwithstanding any other similar clause in this policy or any other policy, if any other insurance applies to a loss, or would have applied if this policy did not exist, this policy will be considered excess insurance and we will not pay any loss until the amount of such other insurance is used up.
2. Statutory Conditions Misrepresentation, Change of Interest, Material Change, Termination and Notice incorporated in this policy apply as conditions to all Coverages under Section II.
3. Only losses that occur within the policy term shown on the Certificate of Property Insurance will be covered under this policy. There will be no coverage for any loss that occurred or was in progress prior to the policy period inception date or after the policy period expiry date shown on the Certificate of Property Insurance.

Rented Dwelling Policy – Fire and E.C. Form

The policy consists of these wordings, the Certificate of Property Insurance which contains information that is unique to your insurance policy and other forms that may need to be attached to complete your package coverage. Together, these represent the legal contract of indemnity that exists between you and us. This policy contains various exclusions which eliminate or restrict coverage. Please read it carefully.

Insuring 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.

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

The Certificate of Property Insurance summarizes the Insurance coverage you have selected and the premiums, limits, amounts and deductibles that apply to them. Among other things, the Certificate of Property Insurance also identifies the policyholder, the policy term and any Endorsements that apply to your Insurance Coverage.

Only losses that occur within the policy term shown on the Certificate of Property Insurance will be covered under this policy. There will be no coverage for any loss that occurred or was in progress prior to the policy period inception date or after the policy period expiry date shown on the Certificate of Property Insurance.

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

If during the term of this policy we change the insurance of the kind provided by this policy to provide more coverage at no additional cost, you will automatically benefit from that change at no increase in premium.

This form consists of three sections:

Section I describes the insurance on your property. It also includes additional living expenses and/or fair rental value in certain circumstances.

Section II describes the insurance for your legal liability for bodily injury to others or damage to property of others arising out of your premises or your personal actions. It also includes benefits following injury and damage to property of others in certain other circumstances.

Section III describes the Optional Coverages you have purchased for an additional premium.

Section I – Definitions

"Actual Cash Value" means various factors shall be considered in the determination of actual cash value. Such factors shall include but are not 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 loss or damage, the resale value, the normal life expectancy of the property and obsolescence.

"Business or Business Pursuit" means any continuous, regular, or occasional activity of any kind undertaken for financial gain, and includes a trade, profession, or occupation. However, the following business uses by you are permitted without being stated on the Certificate of Property Insurance:

1. Rental of the premises.

"Business Property" means property of any description related to a business pursuit conducted on the premises or elsewhere.

"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.

"Computer system" means any computer, hardware, software, communications system, electronic device (including but not limited to smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

"Cyber act" means an unauthorized, malicious, or criminal act or series of related unauthorized, malicious, or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any computer system. It also includes malware or similar mechanism.

"Cyber incident" means:

1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any computer system; or
2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any computer system.

Cyber incident includes malware or similar mechanism.

"Data" means information, facts, concepts, code, or any other information of any kind:

1. that is recorded or transmitted in a form to be used, accessed, processed, transmitted, or stored by a computer system including programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment; or
2. that is used for records, including but not limited to books of account, drawing or card index systems.

"Data Problem" means:

1. erasure, destruction, corruption, misappropriation, misinterpretation of data;
2. error in creating, amending, deleting or using data; or
3. inability to access, receive, transmit or use data.

"Data Recovery" means services performed by a professional for the process of salvaging electronic data from damaged hard drive(s) installed in your personal computer.

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

"Dwelling" means the Building described in the Certificate of Property Insurance, wholly or partially occupied by you as a private residence.

"e-bike (electric bike)" means a power assisted bicycle that meets the federal and provincial definitions of a power assisted bicycle and is incapable of attaining speeds higher than 32 km/h on level ground.

"Flood" means 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.

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

"Garden tractor" means a tractor of not more than 25hp used for cutting lawns, tilling gardens, and removing weeds. May also be used for snow removal. Does not include backhoes, front loaders, or similar equipment.

"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.

"Insured" means the person(s) named as Insured on the Certificate of Property Insurance and the Named Insured's spouse.

Only the person(s) named on the Certificate of Property Insurance may take legal action against us.

"Intangible Assets" means intangible assets including but not limited to non-fungible tokens (NFTs), other blockchain-based assets, digital collectibles, or digital art.

"Malware or Similar Mechanism" means any program code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with, or otherwise adversely affect computer programs, data files or operations (whether involving self-replication or not), including but not limited to 'virus', 'Trojan horses', 'worms', 'logic bombs' or 'denial of service attack'.

"Named Insured" means the person(s) named as Insured on the Certificate of Property Insurance.

"Premises" means the land contained within the lot lines on which the dwelling is situated.

"Reasonable Care" means measures customarily taken by a homeowner to ensure, to the best of their ability, that heating has been and will continue to be maintained. These measures include, but are not limited to, arranging for a competent person to regularly check your dwelling, regularly monitoring the heat in your dwelling by way of a

Section I – Definitions

remote system, ensuring the heating system is operational and functioning prior to departure, ensuring all windows and doors are closed and secured, and ensuring the thermostat has been set to a temperature that is sufficient to prevent freezing of pipes.

"Residence Employee" means a person employed by you to perform duties in connection with the maintenance or use of the premises. This includes persons who perform household or domestic services or duties of a similar nature for you. This does not include contractors or sub-contractors. It also does not cover persons while performing duties in connection with your business.

"Renewable Energy Equipment" means solar panels and wind turbines and their apparatus permanently installed on your premises used for the generation, transmission or utilization of mechanical or electrical power.

"Specified Perils"

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

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. a falling object which strikes the exterior of the building;
6. impact by aircraft, watercraft, or land vehicle;
7. riot;
8. vandalism or malicious acts, not including loss or damage caused by theft or attempted theft;
9. water damage meaning damage caused by:
 - a. the sudden and accidental escape of water from a watermain;
 - b. the sudden and accidental escape of water or steam from within a plumbing, heating, sprinkler, air conditioning system or 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. However, such damage is not covered when the escape of water is caused by freezing;
 - d. water which enters your dwelling through an opening which has been created suddenly and accidentally by a peril not otherwise excluded;
10. windstorm or hail. This peril does not include loss or damage to your personal property within a building, caused by windstorm, hail or coincidental rain damage unless the storm first creates an opening in the building. Damage to fences; outdoor radio and/ or T.V. antennae (including satellite receivers) and their attachments; or due to the weight or pressure, or the melting of ice or snow, waves, or floods, whether driven by wind or not, are also not covered.
11. transportation meaning loss or damage to your personal property, caused by collision, upset, overturn, derailment, stranding or sinking of any motorized vehicle or attached trailer in which the insured property is being carried. This would also apply to any conveyance of a common carrier but does not include loss or damage to property in a vacation or home trailer which you own. Watercraft, their furnishings, equipment, or motors are also not covered.

"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" means either of two persons who are married to each other or who have together entered into a marriage that is voidable or void, or either of two persons who are 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.

"Surface Waters" means water on the surface of the ground where water does not usually accumulate in ordinary watercourses, lakes, or ponds.

"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.

"Under Construction" means:

1. For construction of a new dwelling building or detached private structure:

The period of time commencing from the date site preparation is initiated and continuing through, excavation, laying of foundations and the assembly of components, concluding when the dwelling building/detached private structure is completed and ready for occupancy.
2. For alterations or repairs to existing dwelling buildings or detached private structures:

The period of time during any alterations or repairs involving:

 - a. site preparation;
 - b. demolition;
 - c. laying of foundations;
 - d. removal or weakening of any structural support; or
 - e. the opening of an exterior wall or roof component that extends beyond 48 consecutive hours.

The period of construction commences from the date the alterations or repairs are initiated and continues until such time as all interior fixtures are installed with all exterior finishes and finished carpentry completed and until the occupants have taken up residency

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

1. all occupants have moved out with no intention of returning and no new occupant has taken up residence; or
2. in the case of a newly constructed dwelling, no occupant has yet taken up residence.

"Virtual currency" means a digital representation of value that functions as, including but not limited to, a medium of exchange, a unit of account, and/or a store of value. It includes, but not limited to, digital currency, crypto currency, any other type of electronic currency, or on-line peer-to-peer mediums of exchange.

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

"We", "us" or "our" means the company providing this insurance.

"You" or "your" refers to the Insured.

Section I – Property Coverages

The amounts of insurance are shown on the Certificate of Property Insurance.

Coverage A – Dwelling Building

We insure:

1. The principal dwelling and attached structures.
2. Permanently installed outdoor equipment on the premises.
3. Outdoor hot tub, 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 structures on the premises. We insure against the peril of theft, only when your dwelling is completed and ready to be occupied.

Extensions of Coverage

Tear Out

If any walls, ceilings or other parts of insured buildings or structures must be torn apart before water damage coverage 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 to outdoor swimming pools, public water mains or sewers is not insured.

Building Fixtures and Fittings

You may apply up to 10% of the amount of insurance on your dwelling to insure building fixtures and fittings temporarily removed from the premises for repair or seasonal storage. We do not insure personal property that is kept at another of your premises.

Coverage B – Detached Private Structures

If Coverage B – Detached Private Structures is shown on the Certificate for Property Insurance, 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 structures.

If Coverage B – Detached Private Structures is not shown on the Certificate for Property Insurance, you may apply up to 10% of the amount of insurance on your dwelling

Coverage C – Your Personal Property

If there is an amount indicated for contents of your rented dwelling, we will cover your contents and other personal property, while located on your premises as defined in the Certificate of Property Insurance, if loss is due to a covered peril.

Special Coverage Features

In addition to the insurance provided by the Property Coverages, your policy provides these Special Coverage Features, subject to the terms and conditions set out.

Debris Removal

We will pay the cost of removing from your premises the debris of property insured which results from loss or damage insured by this form.

If the amount payable for loss, including expense for debris removal, is greater than the amount of insurance an additional 5% of that amount will be available to cover debris removal expense.

The deductible applies to this Coverage Feature.

Fire Department Charges

We will reimburse you for fire department charges incurred for attending your premises to save or protect insured property from loss or damage or further loss or damage, insured against by this form.

This Coverage Feature is not subject to a deductible.

Inflation Guard

We will increase the limits of insurance stated on the Certificate of Property Insurance for Coverages A, B, C and D by amounts which are solely attributable to the inflation increase since the inception date of this policy, the latest renewal or anniversary date or from the date of the most recent change to the amounts of insurance shown on the Certificate of Property Insurance, whichever is the latest.

On renewal or anniversary date, we will automatically increase the amounts of insurance shown on the Certificate of Property Insurance under Section I by amounts which are solely attributable to the inflation increase since the inception date of this policy or the latest renewal or anniversary date.

Property Removed

If you must remove insured property from your premises to protect it from loss or damage that is covered by this policy, it is insured by this form for 90 consecutive 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 insured property at the time of loss.

The deductible applies to this Coverage Feature.

Reward Coverage

We will pay up to \$1,000 to any individual or organization for information leading to the arrest and conviction of any person(s) who robs from any person insured under this policy or steals, vandalizes, burglarizes, or commits arson to any insured property. Regardless of the number of persons providing information, payment will not exceed \$1,000 in total.

This Coverage Feature is not subject to a deductible.

Notice to Authorities

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

Perils Insured

1. Fire or lightning.
2. Explosion. This peril does not include water hammer.
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 does not include smoke from fireplaces.
4. Falling object. This peril means a falling object which strikes the exterior of a building.
5. Impact by aircraft, watercraft or land vehicle. Animals are not insured under this peril.
6. Riot
7. Water damage meaning damage caused by:
 - a. the sudden and accidental escape of water from a watermain;
 - b. the sudden and accidental escape of water or steam from within a plumbing, heating, sprinkler, air conditioning system or domestic water container, which is located inside your dwelling;

Section I – Property Coverages

- c. the sudden and accidental escape of water from a domestic water container located outside your dwelling. However, such damage is not covered when the escape of water is caused by freezing;
- d. water which enters your dwelling through an opening which has been created suddenly and accidentally by a peril not otherwise excluded;
8. Windstorm or hail. This peril does not include loss or damage to your personal property within a dwelling, or to the interior of the 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 to fences; outdoor radio and/ or T.V. antennae (including satellite receivers) and their attachments; or due to the weight or pressure, or the melting of ice or snow, waves, or floods, whether driven by wind or not.
9. Vandalism or malicious acts.
We do not cover loss or damage:
 - a. to glass constituting part of a building.
 - b. directly or indirectly caused by theft or attempted theft.
 - c. while your dwelling is under construction or vacant, even if permission for construction or vacancy has been given by us.
 - d. caused by you, your spouse or any one living in your household.
 - e. caused by any tenant, tenant's guests, tenant's employees or member of the tenant's household.
10. Burglary. We will pay up to \$1,000 for damage to your dwelling caused by burglary, or attempted burglary. We will not pay for loss or damage to glass. This peril means damage to your premises, following illegal and forcible entry and exit, leaving visible marks at the point of forced entry or exit.
This peril does not include loss or damage:
 - a. of animals, birds or fish;
 - b. occurring while the dwelling is under construction or vacant, even if permission for construction or vacancy has been given by us;
 - c. caused by any tenant, tenant's guest, any boarder of yours, employee or member of the tenant's household if the part of the dwelling containing the property insured normally occupied by you is rented to others.Loss or damage due to Burglary is only covered, when the dwelling is completed and ready to be occupied.
11. Fuel oil escape. This peril means damage to your personal property from fuel oil, caused by the sudden and accidental bursting or overflowing of a domestic fixed fuel oil tank, apparatus or pipes.
We do not insure loss or damage:
 - a. caused by continuous seepage or leakage of fuel oil;
 - b. to the fuel oil tank, apparatus or pipes from which the oil escaped;
 - c. occurring while the building is under construction or vacant even if we have given permission for construction or vacancy.
12. Electricity. This peril means sudden and accidental damage from artificially generated electrical current.

Exclusions – Section I

Property not insured:

1. buildings or structures used in whole or in part for business or farming purposes;
2. lawns and outdoor trees, shrubs and plants;
3. retaining walls, except for fire, lightning, impact by land vehicle, watercraft or aircraft, or vandalism and malicious acts;
4. property at any fairground, exhibition or exposition for the purpose of exhibition or sale;
5. any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
6. any property illegally acquired, used, kept, stored, imported or transported or any property subject to forfeiture;
7. evidences of debt or title;
8. property of roomers or boarders;
9. virtual currency;
10. intangible assets;
11. buildings or structures or personal property contained in them, 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, except as allowed by law.

Loss or damage not insured:

12. scratching, abrasion or chipping of any personal property or breakage of any fragile or brittle articles unless caused by a Specified Peril, accident to a land vehicle, watercraft or aircraft, or theft or attempted theft;
13. wear and tear, deterioration, defect, or mechanical breakdown,
14. the cost of making good:
 - a. faulty or improper material;
 - b. faulty or improper workmanship; or
 - c. faulty or improper design;This exclusion does not apply to loss or damage caused directly by a resultant peril listed under Perils Insured and not otherwise excluded in this form;
15. inherent vice or latent defect;
16. a. data; or
 - b. loss or damage caused directly or indirectly by a data problem. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage except you are still insured for ensuing loss or damage caused directly by fire, explosion, smoke or water damage, all as described Specified Perils.
17. loss involving virtual currency or intangible assets of any kind, by whatever name known, whether actual or fictitious.

Nor do we insure loss or damage:

18. caused by rust or corrosion, wet or dry rot, or fungi or spores;
19. resulting directly from settling, expansion, contraction, moving, bulging, buckling or cracking except resulting damage to building glass;
20. occurring after your dwelling has, to your knowledge, been vacant for more than 30 consecutive days;
21. caused directly or indirectly by:
 - a. 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;

Section I – Property Coverages

- b. contamination by radioactive material;
This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.
22. caused directly or indirectly by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.
23. 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". This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable or contrary to statute, the remainder shall remain in full force and effect.
This exclusion does not apply to ensuing loss or damage which directly results from fire or explosion of natural, coal or manufactured gas;
24. resulting from an intentional or criminal act or failure to act by:
- any person insured by this policy; or
 - any other person at the direction of any person insured by this policy;
 - any tenant, tenants' guests or boarders, employee(s) or any member of the tenants' household;
- (1) This exclusion applies only to the claim of a person:
- whose act or omission caused the loss or damage,
 - who abetted or colluded in the act or omission,
 - who consented to the act or omission and knew or ought to have known that the act or omission would cause the loss or damage.
- (2) A person to whom this exclusion does not apply
- 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 reasonable place and time designated by us;"
 - cannot recover more than their proportionate interest in the lost or damage property.
25. arising directly or indirectly from the growing, manufacturing, processing, storing, possession or distribution by anyone of any drug, narcotic or illegal substances or items of any kind. This includes any alteration of the premises to facilitate such activity whether or not you have any knowledge of such activity. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
26. to personal property undergoing any process involving the application of heat, or while being worked on, where the damage results from such process or work, but resulting damage to other property is insured;
27. caused by animals owned by you or in your care, custody or control
28. caused by birds, vermin, raccoons, skunks, rodents (other than raccoons and squirrels) bats or insects, loss or damage to building glass;
29. caused by smoke from agricultural smudging or industrial operations;
30. caused directly from snowslide, earthquake, landslide, mudflow or any other earth movement. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage except you are still insured for ensuing loss or damage which directly results from fire or explosion;
31. caused by vandalism or malicious acts or glass breakage occurring while your dwelling is under construction or vacant even if permission for construction or vacancy has been given by us;
32. resulting from a change in ownership of property that is agreed to even if that change was brought about by trickery or fraud;
33. caused by or resulting from contamination or pollution, or the release, discharge or dispersal of contaminants or pollutants,
34. caused by theft or attempted theft of property in or from a dwelling under construction, or of materials and supplies for use in the construction, until the dwelling is completed and ready to be occupied;
35. to an outdoor hot tub, outdoor swimming pool or equipment attached to a public watermain, caused by water escape, rupture or freezing;
36. caused directly or indirectly by continuous or repeated seepage or leakage of water. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
37. caused directly or indirectly by flood, surface water, spray, storm surge, ice or waterborne objects, all whether driven by wind or not. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, unless the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached;
38. caused directly or indirectly by water except as defined in Perils Insured; but we do not insure loss or damage:
- caused by the backing up or escape of water from a sewer, sump or septic tank, retention tank, French drain or water leader;
 - caused by ground water or rising of the water table;
 - caused by surface waters;
 - to a watermain;
 - to a system or domestic water container from which the water escaped;
 - caused by shoreline ice build-up or by water-borne ice or other objects, all whether driven by wind or not;
 - occurring while the building is under construction or vacant even if we have given permission for construction or vacancy;
 - caused by freezing during the usual heating season:
 - within a heated portion of your dwelling, if you have been away from your premises 8 or more consecutive days; but you will still be insured if:
 - you used reasonable care to maintain heat in the building; or
 - shut off and drained the water system and domestic water containers;
 - within an unheated portion of your unit.
- This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.
39. or expenses, caused directly or indirectly, in whole or in part by any communicable disease regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage or expenses;

Section I – Property Coverages

40. directly or indirectly caused by, contributed to by, resulting from or arising out of any cyber act or any cyber incident. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage except you are still insured for ensuing loss or damage caused directly by fire, explosion, smoke or water damage all as described in Specified Perils, and theft or attempted theft of property when such property is not otherwise excluded.

Basis of Claim Payment

We will pay for insured loss of or damage to the dwelling and detached private structures and personal property as described below up to your financial interest in the property, but not exceeding the applicable amount(s) of insurance for any loss or damage arising out of any one occurrence.

Amounts Not Reduced

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

Actual Cash Value

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

Deductible

We are responsible only for the amount by which the loss or damage caused by an insured peril exceeds the amount of the deductible shown on the Certificate of Property Insurance in any one occurrence.

If your claim involves personal property on which the Special Limits of Insurance apply, the limitations apply to losses exceeding the deductible amount.

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

Dwelling and Detached Private Structures

If you repair or replace the damaged or destroyed building with a building of the same occupancy constructed with materials of similar quality within a reasonable time after the damage, we will pay the cost of repairs or the Replacement Cost (whichever is less) without deduction for depreciation. If you do not repair or replace, we will pay the actual cash value of the damage on the date of occurrence, and you will not be eligible for By-law coverage.

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.

Insurance Under More Than One Policy

If you have insurance on specifically described property, this policy will be considered excess insurance and we will not pay any loss or claim until the amount of such other insurance is used up.

In all other cases, we will pay our rateable proportion of the loss or claim under this policy.

Personal Property

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

Conditions

The following conditions apply to the coverage provided by Section I of this policy.

Pair and Set

In the case of loss or damage to any article(s) which is (are) part of a set the measure of loss of or damage to such article(s) will be a reasonable and fair proportion of the total value of the set, but in no event will such loss or damage be construed to mean total loss of the set.

Parts

In the case of loss or damage to any part of the insured property 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.

Permissions Granted

You have our permission under the terms and conditions of this policy to:

1. make alterations, additions, and repairs to the dwelling building that you occupy and your detached private structures. (You may, however, need to request an increase in your Limits of Insurance.) We must be notified within 30 days of the commencement of any major renovations.
2. store and use reasonable and normal quantities of fuel oil, gasoline, benzene, naphtha, or other similar materials.

Statutory Conditions

All of the conditions set out under the title Statutory Conditions apply with respect to all of the perils covered by this policy of insurance under Section I except that these conditions may be modified or supplemented by the provisions of the said Section I or by forms or endorsements which modify Section I.

Subrogation

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

If such action on our part does not fully indemnify both you and us, the amount that we recover will be divided between you and us in the proportions in which the loss or damage has been borne by each of us, respectively. The amounts so available for distribution shall be net of the costs of effecting the recovery.

Section II – Definitions

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

"Business or Business Pursuit" means any continuous, regular, or occasional activity of any kind undertaken for financial gain, and includes a trade, profession, or occupation. However, the following business uses by you are permitted without being stated on the Certificate of Property Insurance:

1. the rental of your residence to others for no more than 30 days during a single policy term

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

"Computer system" in this Section has the same meaning as in Section I.

"Cyber act" in this Section has the same meaning as in Section I.

"Cyber incident" in this Section has the same meaning as in Section I.

"Dwelling" in this Section has the same meaning as in Section I.

"Insured" in this Section has the same meanings as in Section I. In addition, we will insure:

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

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

"Malware or Similar Mechanism" in this Section has the same meaning as in Section I.

"Named Insured" in this Section has the same meaning as in Section I.

"Premises" means the premises specifically described on the Certificate of Property Insurance.

"Property Damage" means:

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

Tangible property does not include electronic data.

"Residence Employee" in this Section has the same meaning as "Residence Employee" in Section I.

"You" or **"your"** in this Section refer to the Insured.

"We" or **"us"** in this Section have the same meanings as in Section I.

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

Section II – Insurance of Your Liability To Others

Coverages

This insurance applies to accidents or occurrences which take place during the period this policy is in force;

Coverage E – Your Premises Liability Protection

This is the part of the policy you look to for protection if you are sued.

We will pay all sums which you become legally liable to pay as compensatory damages because of unintentional bodily injury or property damage arising out of your ownership, use or occupancy of the premises defined in Section II

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

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

We do not insure claims made against you arising from:

1. liability you have assumed by contract unless your legal liability would have applied even if no contract had been in force, but we do insure claims made against you for the legal liability of other persons in relation to your premises that you have assumed under a written contract;
2. damage to property you own, use, occupy, lease, rent or in your care, custody or control; property damage to premises you sell, give away or abandon;
3. damage to personal property or fixtures as a result of work done on them by you or anyone on your behalf;
4. bodily injury to you or to any person residing in your household other than a residence employee;
5. the personal actions of a named insured who does not reside on the premises described on the Certificate of Property Insurance;
6. liability arising out of premises, other than as herein before defined.

There are other exclusions that apply to all Coverages under Section II. Please refer to "Exclusions – Section II".

Defence, Settlement Supplementary Payments

If a claim is made against you 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 if we decide this is appropriate. We will pay only for the legal counsel we select.

We will also 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 limit 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 limit of insurance, but we are not obligated to apply for or provide these bonds;
5. expenses which you have incurred for emergency medical or surgical treatment to others following an accident or occurrence insured by this form;
6. reasonable expenses, including actual loss of income up to \$100 per day, which you incur at our request.

Action Against Us

No suit may be brought against us:

Section II – Insurance of Your Liability To Others

1. until you have fully complied with all the terms of this Coverage, nor until the amount of your obligation to pay has been finally determined, either by a judgment against you or by an agreement which has our consent;
2. more than one year (two years in the Yukon Territories and the Provinces of Ontario and Manitoba) 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.

Unauthorized Settlements

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

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.

The amount of insurance shown on the Certificate of Property Insurance is the maximum amount we will pay for each person in respect of one accident or occurrence.

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. medical expenses of any person that arise from the construction or renovation activities being performed on your dwelling or detached private structure.

There are other exclusions that apply to all Coverages under Section II. Please refer to "Exclusions – Section II".

Notice of Accident or Occurrence

1. When an accident or occurrence takes place, you must promptly give us notice (in writing if required). The notice must include:
 - a. your name and policy number;
 - b. the time, place, and circumstances of the accident;
 - c. the names and addresses of witnesses and potential claimants.
2. If requested by us, you must arrange for the injured person(s) to:
 - a. give us written proof of claim as soon as possible, under oath if required;
 - b. submit to physical examination at our expense by doctors we select as often as we may reasonably require;
 - c. authorize us to obtain medical and other records.

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

No suit may be brought against us until you have fully complied with all the terms of this Coverage.

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 an Insured, 12 years of age or under.

We do not insure:

1. damage to property owned or rented by an insured or an insured's tenant;
2. damage to property which is insured under Section I;
3. claims resulting from the loss of use, disappearance, or theft of property.
4. damage to property occurring on the premises arising from the construction or renovation activities being performed on your dwelling or detached private structure.

There are other exclusions that apply to all Coverages under Section II. Please refer to "Exclusions – Section II".

Basis of Payment

We will pay whichever is the lower amount of:

1. what it would cost to repair or replace the property with materials of similar quality at the time of loss;
2. the amount of insurance shown on the Certificate of Property Insurance.

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.

1. You must give us a written proof of claim as soon as possible, under oath if required, containing the following information:
 - a. the date, time, place and circumstances of the accident or occurrence;
 - b. the interest of all persons in the property affected.
2. If requested by us, you must help us to verify the damage.

No suit may be brought against us until:

1. you have fully complied with all the terms of this Coverage;
2. 60 days after the written proof of claim has been filed with us.

Coverage H – Voluntary Compensation for Residence Employees

This coverage is automatically provided for all your occasional residence employees. It will be extended to your permanent residence employees if so, stated on the Certificate of Property Insurance.

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

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

A residence employee or anyone acting on their 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.

1. When an accident occurs, you must promptly give us notice (in writing if requested by us). 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.

Section II – Insurance of Your Liability To Others

We will not pay benefits:

1. unless your employee was actually performing duties for you when the accident happened;
2. for any hernia injury;
3. for injury occurring on the premises arising from the construction or renovation activities being performed on your dwelling or detached private structure.

Schedule of Benefits

1. Loss of Life

If your residence employee dies from injuries received in the accident within the following 26 weeks, we will pay a total of 100 times the weekly indemnity to those wholly dependent upon him or her. If there is more than one dependent the amount will be divided equally among them. This payment is in addition to any benefit for Temporary Total Disability paid up to the date of death.

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 7 days unless the disability lasts for 6 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 100 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 100 weeks in total even if the accident results in loss from more than one item.

For Loss of	Number of Weeks
A. One or more of the following:	
Hand	100
Arm	100
Foot	100
Leg	100
B. One finger or toe or	25
More than one finger or toe	50
C. One eye or	50
Both eyes	100
D. Hearing of one ear or	25
Hearing of both ears	100

5. Medical Expenses

If as a result of the accident your residence employee incurs medical expenses 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.

Loss Assessment Coverage (Condominium Unit Owner)

We will pay for your share of special assessments if:

- a. the assessment(s) are valid under the Condominium Corporation's governing rules; and
- b. the assessment(s) are made necessary by occurrence(s) to which this Section of the policy applies.

We will not pay more than \$25,000 for that part of an assessment made necessary by a deductible in the insurance policy of the Condominium Corporation.

Special Limitations

Watercraft and Motorized Vehicles you Own

We will pay all sums which you become legally liable to pay as compensatory damages because of unintentional bodily injury or property damage arising out of your ownership, use or operation of:

Watercraft You Own

1. watercraft, including their attachments, equipped with any type of motor of not more than 38 kW (50 H.P.), other than personal watercraft powered by a jet-pump propulsion system;
2. non-motorized watercraft, including their attachments, not more than 8 metres (26 feet) in length

Any other watercraft is insured only if liability coverage for it is shown on the Certificate of Property Insurance. If the watercraft or motor with which it is equipped, other than personal watercraft powered by a jet-pump propulsion system, is acquired after the effective date of this policy, you will be insured automatically for a period of 30 days only from the date of acquisition, or until expiry of the policy, whichever comes first;

Motorized Vehicles You Own

1. self-propelled lawn mowers, snow blowers, garden tractors of not more than 19 kW (25 H.P.);
2. motorized golf carts while in use on a golf course;
3. motorized wheelchairs, including motorized scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability.
4. e-bikes

Section II – Insurance of Your Liability To Others

Territorial Limits – Watercraft and Motorized Vehicles You Own

You are covered for incidents occurring in Canada, the United States of America and on a vessel travelling between the ports of those countries.

Exclusions – Section II

We do not insure claims:

1. caused directly or indirectly by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
2. 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. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable, or contrary to statute, the remainder shall remain in full force and effect. This exclusion does not apply to ensuing loss or damage which directly results from fire or explosion of natural, coal or manufactured gas;
3. arising from
 - a. 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 coal, natural or manufactured gas; or
 - b. contamination by radioactive material;This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
4. arising from business pursuits or any business use of the premises except as provided under "business and business property" in Section II or specified on the Certificate of Property Insurance;
5. arising from the rendering or failure to render any professional service;
6. arising from bodily injury or property damage caused by any intentional or criminal act or failure to act by:
 - a. any person insured by this policy; or
 - b. any other person at the direction of any person insured by this policy;
7. arising from the ownership, use or operation of:
 - a. any aircraft;
 - b. premises used as an airport or landing facility; and all activities related to either;
8. arising from the ownership, use or operation of any watercraft, motorized vehicle, or trailer except as provided under "Watercraft and Motorized Vehicles You Own" in Section II;
9. arising from the ownership, use or operation of any trailer
10. arising from any communicable disease;
11. arising from:
 - a. sexual, physical, psychological, or emotional abuse, molestation, or harassment, including corporal punishment by, at the direction of, or with the knowledge of any person insured by this policy; or
 - b. failure of any person insured by this policy to take steps to prevent sexual, physical, psychological, or emotional abuse, molestation or harassment or corporal punishment;
12. arising from the distribution or display of data via a website, the internet, intranet or similar device or system designed or intended for electronic communication of data;
13. arising from liability imposed upon or assumed by you under any workers' compensation statute;
14. for punitive or exemplary damages, meaning that part of any award by a court which is in excess of compensatory damages and is stated or intended to be a punishment to you;
15. caused by rust or corrosion, wet or dry rot, or fungi or spores;
16. for bodily injury or property damage directly or indirectly, whole or in part, caused by, contributed to by, resulting from or arising out of any cyber act or any cyber incident. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the bodily injury or property damage.
17. against a Family Trust, Company or Estate, its Trustees and/or Beneficiaries, unless arising out of the ownership, use and maintenance of the premises defined in Section II.

Conditions

1. Notwithstanding any other similar clause in this policy or any other policy, if any other insurance applies to a loss, or would have applied if this policy did not exist, this policy will be considered excess insurance and we will not pay any loss until the amount of such other insurance is used up.
2. Statutory Conditions Misrepresentation, Change of Interest, Material Change, Termination and Notice incorporated in this policy apply as conditions to all Coverages under Section II.
3. Only losses that occur within the policy term shown on the Certificate of Property Insurance will be covered under this policy. There will be no coverage for any loss that occurred or was in progress prior to the policy period inception date or after the policy period expiry date shown on the Certificate of Property Insurance.

Broad Homeowners Seasonal Policy

The policy consists of these wordings, the Certificate of Property Insurance which contains information that is unique to your insurance policy and other forms that may need to be attached to complete your package coverage. Together, these represent the legal contract of indemnity that exists between you and us. This policy contains various exclusions and limitations which eliminate or restrict coverage. Please read it carefully.

Insuring 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.

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

The Certificate of Property Insurance summarizes the Insurance coverage you have selected and the premiums, limits, amounts and deductibles that apply to them. Among other things, the Certificate of Property Insurance also identifies the policyholder, the policy term and any Endorsements that apply to your Insurance Coverage.

Only losses that occur within the policy term shown on the Certificate of Property Insurance will be covered under this policy. There will be no coverage for any loss that occurred or was in progress prior to the policy period inception date or after the policy period expiry date shown on the Certificate of Property Insurance.

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

If during the term of this policy we change the insurance of the kind provided by this policy to provide more coverage at no additional cost, you will automatically benefit from that change at no increase in premium.

This form consists of three sections:

Section I describes the insurance on your property. It also includes additional living expenses and/or fair rental value in certain circumstances.

Section II describes the insurance for your legal liability for bodily injury to others or damage to property of others arising out of your premises or your personal actions. It also includes benefits following injury and damage to property of others in certain other circumstances.

Section III describes the Optional Coverages you have purchased for an additional premium.

Section I – Definitions

"Actual Cash Value" means various factors shall be considered in the determination of actual cash value. Such factors shall include but are not 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 loss or damage, the resale value, the normal life expectancy of the property and obsolescence.

"Business or Business Pursuit" means any continuous, regular, or occasional activity of any kind undertaken for financial gain, and includes a trade, profession, or occupation. However, the following business uses by you are permitted without being stated on the Certificate of Property Insurance:

1. The rental of your residence to others for no more than 30 days during a single policy term;

"Business Property" means property of any description related to a business pursuit conducted on the premises or elsewhere.

"Cash Cards" means cards designed to store a cash value by electronic means for use as a mode of payment, without a personal identification number and without direct access to a bank or other account.

"Civil Authority" means any person acting under the authority of 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.

"Collectible Personal Property" means property of rare, unique or novel personal interest, whether worn or not, or used by the Insured or not, such as, but not limited to, books, dolls, memorabilia, comic books, and sports cards.

"Computer system" means any computer, hardware, software, communications system, electronic device (including but not limited to smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

"Cyber act" means an unauthorized, malicious, or criminal act or series of related unauthorized, malicious, or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any computer system. It also includes malware or similar mechanism.

"Cyber incident" means:

1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any computer system; or
2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any computer system.

Cyber incident includes malware or similar mechanism.

"Data" means information, facts, concepts, code, or any other information of any kind:

1. that is recorded or transmitted in a form to be used, accessed, processed, transmitted, or stored by a computer system including programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment; or
2. that is used for records, including but not limited to books of account, drawing or card index systems.

"Data Problem" means:

1. erasure, destruction, corruption, misappropriation, misinterpretation of data;
2. error in creating, amending, deleting or using data; or
3. inability to access, receive, transmit or use data.

"Data Recovery" means services performed by a professional for the process of salvaging electronic data from damaged hard drive(s) installed in your personal computer.

"Data Recreation" means services performed by a professional to manually recreate electronic data stored on damaged hard drive(s) installed in your personal computer but does not include the value of electronic data even if such electronic data cannot be recreated.

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

"Dwelling" means the Building described in the Certificate of Property Insurance, wholly or partially occupied by you as a private residence.

"Electric Vehicle Supply Equipment (EVSE)" means an electric vehicle charging station that supplies recharging of plug-in private passenger electric vehicles and private passenger plug-in hybrid vehicles and, where required, has been installed by a qualified electrician and meets provincial installation requirements and is located on your premises.

"e-bike (electric bike)" means a power assisted bicycle that meets the federal and provincial definitions of a power assisted bicycle and is incapable of attaining speeds higher than 32 km/h on level ground.

"Flood" means 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.

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

"Garden tractor" means a tractor of not more than 25hp used for cutting lawns, tilling gardens, and removing weeds. May also be used for snow removal. Does not include backhoes, front loaders, or similar equipment.

"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.

Section I – Definitions

"Ice Damming" means the build-up of ice and water on the roof, or within the eaves trough and downspout system, caused by repeated thawing and freezing of ice and snow within the eaves trough and downspout system.

"Insured" means the Named Insured and, while living in the same household:

1. the Named Insured's spouse;
2. the relatives of either; and
3. any person under the age of 21 in their care.

Only the person(s) named on the Certificate of Property Insurance may take legal action against us.

"Intangible Assets" means intangible assets including but not limited to non-fungible tokens (NFTs), other blockchain-based assets, digital collectibles, or digital art.

"Major Renovation(s)" means alterations or repairs to existing dwelling buildings or detached private structures where either a building permit is required, or any other permits are required by regulation. Including any alterations or repairs involving:

1. site preparation;
2. removal or weakening of any structural support, excluding foundations; or
3. the opening of an exterior wall or roof component that extends beyond 48 consecutive hours.

The period of major renovation commences from the date the alterations or repairs are initiated and continues until such time as all interior fixtures are installed with all exterior finishes and finished carpentry completed.

If the premises is unoccupied during the period of major renovation, the dwelling building or detached private structure is considered under major renovation until the occupants have taken up residency even if the alterations or repairs have been substantially completed and the certificate of occupancy has been issued.

Examples of Major Renovations include but are not limited to:

- First floor addition or extension;
- Adding another floor;
- Adding a garage or replacing an existing garage (attached or detached)
- Removal of load-bearing walls;
- Opening an exterior wall;
- Kitchen, bathroom, basement renovations or any of the included Major Renovations that require any of the following:
 - Building permit is required or any other permits that are required by regulation;
 - Structural architect.

"Malware or Similar Mechanism" means any program code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with, or otherwise adversely affect computer programs, data files or operations (whether involving self-replication or not), including but not limited to 'virus', 'Trojan horses', 'worms', 'logic bombs' or 'denial of service attack'.

"Named Insured" means the person(s) named as Insured on the Certificate of Property Insurance.

"Premises" means the land contained within the lot lines on which the dwelling is situated.

"Reasonable Care" means measures customarily taken by a homeowner to ensure, to the best of their ability, that heating has been and will continue to be maintained. These measures include, but are not limited to, arranging for a competent person to regularly check your dwelling, regularly monitoring the heat in your dwelling by way of a remote system, ensuring the heating system is operational and functioning prior to departure, ensuring all windows and doors are closed and secured, and ensuring the thermostat has been set to a temperature that is sufficient to prevent freezing of pipes.

"Renewable Energy Equipment" means permanently installed solar panels, wind turbines, rechargeable batteries, geothermal equipment, and their apparatus installed on your premises and, where required, which have been installed by a qualified electrician and meet provincial installation requirements, and are used for the generation, transmission, storage, or utilization of mechanical or electrical power, predominately for personal use, not otherwise insured.

"Residence Employee" means a person employed by you to perform duties in connection with the maintenance or use of the premises. This includes persons who perform household or domestic services or duties of a similar nature for you. This does not include contractors or sub-contractors. It also does not cover persons while performing duties in connection with your business.

"Specified Perils"

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

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. a falling object which strikes the exterior of the building;
6. impact by aircraft, watercraft, or land vehicle;
7. riot;
8. vandalism or malicious acts, not including loss or damage caused by theft or attempted theft;
9. water damage meaning damage caused by:
 - a. the sudden and accidental escape of water from a watermain;
 - b. the sudden and accidental escape of water or steam from within a plumbing, heating, sprinkler, air conditioning system or 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. However, such damage is not covered when the escape of water is caused by freezing;
 - d. water which enters your dwelling through an opening which has been created suddenly and accidentally by a peril not otherwise excluded;
 - e. the backing up or escape of water from an eavestrough or down spout, or by ice damming, provided the water has not entered through a basement or foundation wall;
10. windstorm or hail, including loss or damage caused by weight of ice, snow, or sleet. This peril does not include loss or damage to your personal property within a building, caused by windstorm, hail or coincidental rain damage unless the storm first creates an opening in the building;
11. transportation meaning loss or damage to your personal property, caused by collision, upset, overturn, derailment, stranding or sinking of any motorized vehicle or attached trailer in which the insured property is being carried. This would also apply to any conveyance of a common carrier but does not include loss or damage to property in a vacation or home trailer which you own. Watercraft, their furnishings, equipment, or motors are also not covered.

"Secured Storage Facility" means, a building designed specifically for storage that is locked and has 24-hour security monitoring.

Section I – Definitions

"**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**" means either of two persons who are married to each other or who have together entered into a marriage that is voidable or void, or either of two persons who are 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.

"**Surface Waters**" means water on the surface of the ground where water does not usually accumulate in ordinary watercourses, lakes, or ponds.

"**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.

"**Under Construction**" means construction of a new dwelling building or detached private structure. The period of time commencing from the date site preparation is initiated and continuing through demolition, excavation, laying of foundations and the assembly of components, concluding when the dwelling building/detached private structure is substantially completed and the certificate of occupancy has been issued.

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

1. all occupants have moved out with no intention of returning and no new occupant has taken up residence; or
2. in the case of a newly constructed dwelling, no occupant has yet taken up residence.

"**Virtual currency**" means a digital representation of value that functions as, including but not limited to, a medium of exchange, a unit of account, and/or a store of value. It includes, but not limited to, digital currency, crypto currency, any other type of electronic currency, or on-line peer-to-peer mediums of exchange.

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

"**We**", "**us**" or "**our**" means the company providing this insurance.

"**You**" or "**your**" refers to the Insured.

Section I – Property Coverages

The amounts of insurance are shown on the Certificate of Property Insurance.

Coverage A – Dwelling Building

We insure:

1. The principal dwelling and attached structures.
2. Permanently installed outdoor equipment on the premises.
3. Outdoor hot tub, 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 structures on the premises. We insure against the peril of theft, only when your dwelling is completed and ready to be occupied.
5. Renewable Energy Equipment for an amount not exceeding \$100,000 in total.
6. Electric Vehicle Supply Equipment as defined and owned by you.

Extensions of Coverage

Tear Out

If any walls, ceilings or other parts of insured buildings or structures must be torn apart before water damage coverage 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 to outdoor swimming pools, public watermains or sewers is not insured.

Building Fixtures and Fittings

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

Building fixtures and fittings normally kept at another location you own or rent is not covered.

Outdoor Trees, Plants, Shrubs and Lawns

You may apply up to 5% in total of the amount of insurance on your dwelling to trees, plants, shrubs, and lawns on your premises, other than cannabis plants. We will not pay more than \$1,000 for any one tree, plant or shrub including debris removal expenses. We will not pay more than \$1,000 for grass including debris removal expenses.

We insure these items against loss caused by fire, theft, lightning, explosion, impact by aircraft, watercraft, or land vehicle, riot, vandalism, and malicious acts. We do not insure items or lawns grown for commercial purposes.

Coverage B – Detached Private Structures

We insure structures or buildings on your premises separated from the dwelling by a clear space 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 private detached structures.

Coverage C – Personal Property

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

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

We do not insure loss or damage to:

- a. motorized vehicles or their equipment (except for lawn mowers, other gardening equipment, garden tractors, snow blowers, wheelchairs, scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability, electric personal mobility assistive devices, watercraft other than personal watercraft powered by a jet- pump propulsion system, e-bikes, and golf carts);
- b. camper units, truck caps, trailers, or their equipment;
- c. aircraft or their equipment.

Equipment includes audio, visual, recording, or transmitting equipment powered by the electrical system of a motor vehicle or aircraft. It also includes automobile keys, automobile transponders, and frequency-operated keys. Equipment does not include spare automobile parts.

2. We insure your personal property up to 20% in total of Coverage C or \$2,500 whichever is greater, while it is temporarily away from your premises, anywhere in the world. However, personal property normally kept at any other location you own, or rent is not insured.

If you wish, we will include uninsured personal property belonging to others while it is in your possession or belonging to a residence employee travelling for or with you.

Section I – Property Coverages

Personal property stored in a secured storage facility is insured for a period of 30 days only, from the date the property was first stored. We will continue coverage beyond that period for the peril of theft only. The period of 30 days does not apply to personal property in storage as a result of a covered loss.

Extensions of Coverage

Moving to Another Home

We insure your personal property while in transit to and at another location within Canada which is to be occupied by you as your residence. Coverage applies for 30 consecutive days commencing on the date personal property is removed from your seasonal residence, but not beyond the date the policy expires or is terminated. This coverage does not increase the amounts of insurance.

Special Limits of Insurance

We insure:

1. Books, tools, and instruments pertaining to a business, profession, or occupation but only while on your premises for an amount up to \$7,500 in total, not otherwise insured. Other property used for business is not insured, including samples and goods held for sale.
2. Securities up to \$5,000 in total.
3. Money including cash cards or bullion, but not including virtual currency, up to \$500 in total.
4. Garden tractors and snow removal equipment including attachments and accessories up to \$10,000 in total.
5. Watercraft, their trailers, furnishings, equipment, accessories, and motors up to \$2,500 in total, but we do not insure personal watercraft powered by a jet-pump propulsion system.
6. Spare automobile parts up to \$250 for any one item, \$1,000 in total.
7. Animals, birds, or fish up to \$2,500 in total.
8. We insure your Personal Property while contained in a safety deposit box in a Bank or Trust Company, up to \$10,000 in total.
9. Golf carts up to \$5,000 in total.
10. Cannabis for personal use in all consumable forms and cannabis plants, except for medicinal use, up to \$500 in total.

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

11. Luggage, pet carriers, and handbags including, but not limited to, purses, wallets, totes, clutches, carrier bags, and other items of a similar nature, up to \$15,000 in total.
12. Jewellery, watches, gems, fur garments and garments trimmed with fur up to \$6,000 in total.
13. Numismatic property (such as coin collections) up to \$500 in total.
14. Manuscripts, stamps, and philatelic property, (such as stamp collections) up to \$2,000 in total.
15. Each bicycle, tricycle, unicycle or e-bike and its equipment and accessories up to \$1,000 each.
16. Collectibles, such as sports cards, sports memorabilia, and comic books up to \$5,000 per loss.
17. Golfing equipment and accessories, except golf carts, up to \$3,000 in total, while the golfing equipment is away from your premises.
18. Works of art, such as paintings, photographs, drawings etchings, prints and lithographs, including their frames, sculptures, statuary and antiques, and hand-made rugs and tapestries up to \$10,000 in total.
19. We insure your wine or spirits on the premises, for replacement cost against all risk of direct physical loss or damage subject to the terms and conditions of this form, for an amount up to \$5,000 in total.

Coverage D – Additional Living Expense

The amount of insurance for Coverage D 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.

1. **Additional Living Expense.** If, as a result of damage by a peril not otherwise excluded your dwelling is 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 a peril not otherwise excluded makes that part of the dwelling or detached private structures rented to others or held for rental by you unfit for occupancy, we insure its Fair Rental Value. Payment shall be for the reasonable time required to repair or replace that part of the dwelling or detached private structures rented or held for rental. Fair Rental Value shall not include any expense that does not continue while that part of the dwelling or detached private structures rented or held for rental is unfit for occupancy. Fair Rental Value does not apply when a peril not otherwise excluded results from the dwelling or detached private structure being under construction or under major renovation.
3. **Prohibited Access.** If a civil authority prohibits access to your dwelling:
 - a. as a direct result of damage to neighbouring premises by a peril not otherwise excluded under this form, we insure any resulting Additional Living Expense and Fair Rental Value loss for a period not exceeding 2 weeks; or
 - b. by order for mass evacuation as a direct result of a sudden and accidental event within Canada or the United States of America, we insure any resulting necessary and reasonable increase in living expense to a maximum of \$2,500 incurred by you for the period access is prohibited, not exceeding 2 weeks from the date of the order of evacuation. This coverage for mass evacuation is not subject to a deductible.

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

- i. flood;
- ii. earthquake, unless the earthquake peril has been added to this policy by endorsement;
- iii. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military power;
- iv. Terrorism or 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 such loss or damage;
- v. 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;
- vi. contamination by radioactive material;
- vii. any communicable disease;
- viii. any cyber act

This coverage does not increase the amounts of Insurance for Coverage D, Additional Living Expense.

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

Special Coverage Features

In addition to the insurance provided by the Property Coverages, your policy provides these Special Coverage Features, subject to the terms and conditions set out.

By-Laws Coverage

The Insurance provided by Coverages A and B under Section I of this policy is, without increasing the amount of insurance, extended for an amount not exceeding the limit specified for the By-Laws Form as stated on the Certificate of Property Insurance, to provide the following coverage at the location specified and only as a result of an insured peril:

1. loss occasioned by the demolition of any undamaged portion of the buildings or structures, or
2. the cost of demolishing, and clearing the site of any undamaged portion of the buildings or structures, or
3. any increase in the cost of repairing, replacing, constructing, or reconstructing the buildings or structures 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 by-law, regulation, ordinance, or law which:
4. regulates zoning or the demolition, repair or reconstruction of damaged buildings or structures; and
5. is in force at the time of such loss or damage.

You are not insured against:

1. the enforcement of any by-law, regulation, ordinance, or law which prohibits the Insured from rebuilding or repairing on the same site or an adjacent site or prohibits continuance of like occupancy;
2. the enforcement of any by-law, regulation, ordinance, or law which could apply in absence of a loss.
3. making good faulty workmanship, material or design;
4. the additional cost to comply with any by-law, regulation, ordinance, or law unless your dwelling or detached structure are repaired, rebuilt or replaced on the same site.

The deductible applies to this Coverage Feature.

Credit Card, Automated Teller Card, Forgery and Counterfeit Money Coverage

We will pay for:

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

We do not cover loss caused by the use of your credit card or automated teller card by a resident of your household or by a person to whom the card has been entrusted.

We do not cover any loss resulting from your, or anyone acting on your authority, being induced by any dishonest act to voluntarily part with title to or possession of any money or property, including but not limited to, any loss resulting from a social engineering event.

The most we will pay under this coverage during the term of this policy is \$5,000. This Coverage Feature is not subject to a deductible.

Debris Removal

We will pay the cost of removing from your premises the debris of property insured which results from loss or damage insured by this form.

If the amount payable for loss, including expense for debris removal, is greater than the amount of insurance an additional 5% of that amount will be available to cover debris removal expense. The deductible applies to this Coverage Feature.

Fire Department Charges

We will reimburse you for fire department charges incurred for attending your premises to save or protect insured property from loss or damage or further loss or damage, insured against by this form. This Coverage Feature is not subject to a deductible.

Frozen Food Protection

We will pay for loss or damage to food while contained in a freezer located on your premises caused by the accidental interruption of electrical power on or off the premises or by mechanical breakdown of the freezer. This coverage includes damage to the freezer when it is due to the insured food spoilage and also reasonable expenses incurred by you to save and preserve the food from spoilage while your freezer is being repaired.

We do not insure:

1. loss from spoilage caused by the operation of an electrical circuit breaker or fuse or by accidental or intentional disconnection of the power supply in the building containing the freezer;
2. expenses incurred in the acquisition of frozen food.

This Coverage Feature is not subject to a deductible.

Inflation Guard

We will increase the limits of insurance stated on the Certificate of Property Insurance for Coverages A, B C and D by amounts which are solely attributable to the inflation increase since the inception date of this policy, the latest renewal or anniversary date or from the date of the most recent change to the amounts of insurance shown on the Certificate of Property Insurance, whichever is the latest.

On renewal or anniversary date, we will automatically increase the amounts of insurance shown on the Certificate of Property Insurance under Section I by amounts which are solely attributable to the inflation increase since the inception date of this policy or the latest renewal or anniversary date.

Lock Replacement

If your exterior door keys are lost or stolen, your policy provides up to \$500 to re-key your locks or to replace them if it is not possible to re-key them. You must notify us within 72 hours of the discovery of the keys being lost or stolen. This Coverage Feature is not subject to a deductible.

Mortgage Rate Protector

Should your dwelling be rendered a total loss by a peril not otherwise excluded your mortgagor may have the right to call in your mortgage loan, making it necessary for you to arrange a new loan. If your new mortgage loan bears a higher rate of interest than the old one, we will pay:

1. the extra cost of your loan repayments on the balance of your outstanding mortgage, calculated as the difference between the old and the new payment amounts, each month until the maturity date of the original mortgage agreement; and
2. legal fees you incurred to obtain the new mortgage, but we will not pay for other costs such as judgments or service charges.

The payments provided by this Feature:

- a. are in addition to the amount of insurance shown for Coverage A on the Certificate of Property Insurance.; and
- b. will cease on the date you relinquish title to or your interest in your dwelling.

Where found in this Feature, the words "total loss" means that the total cost of insured loss or damage equals or exceeds the amount shown for Coverage A on the Certificate of Property Insurance. This Coverage Feature is not subject to a deductible.

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Personal Records Stored in a Personal Computer

We will pay for data recovery of personal records lost because of a peril not otherwise excluded. To the extent that data recovery of personal records is not possible, we will pay for data recreation. Virtual currency, intangible assets and data pertaining to business or business pursuits are not covered.

Coverage under this feature is limited to a maximum of \$3,000.

The deductible applies to this Coverage Feature.

Property Removed

If you must remove insured property from your premises to protect it from loss or damage that is covered by this policy, it is insured by this form for 90 consecutive 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 insured property at the time of loss.

The deductible applies to this Coverage Feature.

Reward Coverage

We will pay up to \$1,000 to any individual or organization for information leading to the arrest and conviction of any person(s) who robs from any person insured under this policy or steals, vandalizes, burglarizes, or commits arson to any insured property. Regardless of the number of persons providing information, payment will not exceed \$1,000 in total.

This Coverage Feature is not subject to a deductible.

Notice to Authorities

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

Insured Perils - Coverage C

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

1. Fire or lightning.
2. Explosion. This peril does not include water hammer.
3. Smoke. This peril means smoke due to a sudden, unusual 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 a building.
5. Impact by aircraft, watercraft or land vehicle. Animals are not insured under this peril.
6. Riot.
7. Vandalism and malicious acts. This peril does not include loss or damage caused by theft or attempted theft.
8. Water damage. This peril means loss or damage caused by water as defined in Specified Perils.
9. Windstorm or hail. This peril does not include loss or damage to your personal property within a building, caused by windstorm, hail or coincidental rain damage unless the storm first creates an opening in the building. Except as provided under Insured Peril "Building Collapse", this peril does not include loss or damage due to:
 - a. weight, pressure or melting of ice or snow; or
 - b. waves or floods; whether driven by wind or not.
10. Transportation. This peril means loss or damage to your personal property while it is temporarily removed from your premises caused by collision, upset, overturn, derailment, stranding or sinking of any automobile or attached trailer in which the insured property is being carried. This would also apply to any conveyance of a common carrier.

This peril does not include loss or damage to:

 - a. property in a vacation or home trailer which you own;
 - b. any watercraft, their furnishings, equipment or motors.
11. Theft, including damage caused by attempted theft.

This peril does not include loss or damage:

 - a. which happens at any other dwelling which you own, rent or occupy, except while you are temporarily living there;
 - b. from the part of the dwelling rented to others caused by theft or attempted theft by any tenant, tenant's guest, tenant's employee or member of the tenant's household;
 - c. to animals, birds or fish.
12. Building collapse. This peril means loss or damage arising from the collapse of part or all of your dwelling building, including collapse caused by the weight of ice, snow or sleet.

This peril does not include loss or damage resulting from building collapse caused by:

 - a. settling, expansion, contraction, moving, bulging, buckling or cracking; or
 - b. flood, surface water, spray, storm surge, waves, tides, tidal waves, ice or water-borne objects, whether driven by wind or not.
13. Electricity. This peril means sudden and accidental damage from artificially generated electrical current.
14. Fuel oil escape. This peril means damage to your personal property from fuel oil caused by the bursting or overflowing of a domestic fixed fuel oil tank, apparatus or pipes.
15. Damage caused by bears.

Exclusions – Section I

Property not insured:

1. buildings or structures used in whole or in part for business or farming purposes;
2. retaining walls, unless the damage is caused by fire, lightning, impact by watercraft, land vehicle or aircraft, vandalism, and malicious acts;
3. sporting equipment where the loss or damage is due to its use;
4. animals, birds, or fish unless the loss or damage is caused by a Specified Peril, other than impact by aircraft, watercraft, or land vehicle;
5. property at any fairground, exhibition, or exposition for the purpose of exhibition or sale;
6. any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
7. any property illegally acquired, used, kept, stored, imported, or transported or any property subject to forfeiture;
8. evidences of debt or title;
9. loss or damage to wine or spirits caused directly or indirectly by
 - a. breakage

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- b. spoilage
 - 10. virtual currency;
 - 11. intangible assets;
 - 12. Buildings or structures or personal property contained in them, 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, except as allowed by law.
- Loss or damage not insured:
- 13. scratching, abrasion or chipping of any personal property or breakage of any fragile or brittle articles unless caused by a Specified Peril, accident to a land vehicle, watercraft or aircraft, or theft or attempted theft;
 - 14. wear and tear, deterioration, defect, or mechanical breakdown;
 - 15. inherent vice or latent defect;
 - 16. the cost of making good:
 - a. faulty or improper material;
 - b. faulty or improper workmanship; or
 - c. faulty or improper design.
- This exclusion does not apply to loss or damage caused directly by a resultant peril not otherwise excluded in this form.
- 17. a. data; or
 - b. loss or damage caused directly or indirectly by a data problem. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage except you are still insured for ensuing loss or damage caused directly by fire, explosion, smoke, or water damage, all as described Specified Perils.
 - 18. loss involving virtual currency or intangible assets of any kind, by whatever name known, whether actual or fictitious.
- Nor do we insure loss or damage:
- 19. caused by rust or corrosion, wet or dry rot, or fungi or spores;
 - 20. resulting directly from settling, expansion, contraction, moving, bulging, buckling, or cracking except resulting damage to building glass;
 - 21. occurring after your dwelling has, to your knowledge, been vacant for more than 30 consecutive days;
 - 22. caused directly or indirectly by:
 - a. 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 coal, natural or manufactured gas; or
 - b. contamination by radioactive material;
- This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.
- 23. caused directly or indirectly by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.
 - 24. 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". This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable, or contrary to statute, the remainder shall remain in full force and effect. This exclusion does not apply to ensuing loss or damage which directly results from fire or explosion of natural, coal or manufactured gas;
 - 25. resulting from an intentional or criminal act or failure to act by:
 - a. any person insured by this policy;
 - b. any other person at the direction of any person insured by this policy; or
 - c. any tenant, tenants' guests, boarder or employee, or any member of the tenants' household;
- (1) This exclusion applies only to the claim of a person:
- i. whose act or omission caused the 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 loss or damage
- (2) A 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 reasonable place and time designated by us.
 - ii. cannot recover more than their proportionate interest in the lost or damage property.
- 26. from the part of the dwelling rented to others caused by theft or attempted theft by any tenant, tenant's employee, or member of the tenant's household;
 - 27. arising directly or indirectly from the growing, manufacturing, processing, storing, possession, or distribution by anyone of any drug, narcotic or illegal substances or items of any kind. This includes any alteration of the premises to facilitate such activity, whether or not you have any knowledge of such activity. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
 - 28. to personal property undergoing any process involving the application of heat, or while being worked on, where the damage results from such process or work, but resulting damage to other property is insured;
 - 29. caused by animals owned by you or in your care, custody, or control;
 - 30. caused by birds, vermin, skunks, rodents, (other than raccoons and squirrels), bats or insects, except loss or damage to building glass;
 - 31. caused by smoke from agricultural smudging or industrial operations;
 - 32. caused directly or indirectly by snowslide, earthquake, landslide, mudflow, or any other earth movement. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage except you are still insured for ensuing loss or damage which directly results from fire or explosion;
 - 33. caused by vandalism or malicious acts or glass breakage occurring while your dwelling or detached private structure is under construction, under major renovation, or vacant even if permission for construction or vacancy has been given by us;

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34. resulting from a change in ownership of property that is agreed to even if that change was brought about by trickery or fraud;
35. caused by or resulting from contamination or pollution, or the release, discharge or dispersal of contaminants or pollutants, unless the loss or damage resulted from the sudden and accidental bursting or overflowing of your domestic fixed fuel oil tank, apparatus, or pipes;
We do not insure loss or damage:
 - a. to sewers;
 - b. caused by continuous or repeated leakage or seepage;
 - c. occurring while the dwelling or detached private structure is under construction, under major renovation, or vacant, even if we have given permission for construction or vacancy;
36. caused by theft or attempted theft of property in or from a dwelling or detached private structure under construction or under major renovation, or of materials and supplies for use in the construction or renovation, until the dwelling or detached private structure is substantially completed and the certificate of occupancy has been issued;
37. to an outdoor hot tub, outdoor swimming pool or equipment attached to a public watermain, caused by water escape, rupture or freezing;
38. caused directly or indirectly by continuous or repeated seepage or leakage of water. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
39. caused directly or indirectly by flood, surface water, spray, storm surge, ice, or waterborne objects, all whether driven by wind or not. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, unless the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached;
40. caused directly or indirectly by water except as defined in Specified Perils; but we do not insure loss or damage:
 - a. caused by the backing up or escape of water from a sewer, sump or septic tank, retention tank, French drain, or water leader;
 - b. caused by ground water or rising of the water table;
 - c. caused by surface waters;
 - d. to a watermain;
 - e. to a system or domestic water container from which the water escaped;
 - f. caused by shoreline ice build-up or by water-borne ice or other objects, all whether driven by wind or not;
 - g. occurring while the dwelling or detached private structure is under construction, under major renovation, or vacant even if we have given permission for construction, major renovation, or vacancy;
 - h. caused by freezing during the usual heating season:
 - i. within a heated portion of your dwelling, if you have been away from your premises 8 or more consecutive days; but you will still be insured if:
 - a. you used reasonable care to maintain heat in the building; or
 - b. shut off and drained the water system and domestic water containers;
 - ii. within an unheated portion of your dwelling.

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.
41. or expenses, caused directly or indirectly, in whole or in part by any communicable disease regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage or expenses;
42. directly or indirectly caused by, contributed to by, resulting from or arising out of any cyber act or any cyber incident. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage except you are still insured for ensuing loss or damage caused directly by fire, explosion, smoke, or water damage all as described in Specified Perils, and theft or attempted theft of property when such property is not otherwise excluded.

Basis of Claim Payment

We will pay for insured loss of or damage to the dwelling and detached private structures and personal property as described below up to your financial interest in the property, but not exceeding the applicable amount(s) of insurance for any loss or damage arising out of any one occurrence.

Amounts Not Reduced

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

Actual Cash Value

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

Deductible

We are responsible only for the amount by which the loss or damage covered by this policy of insurance exceeds the amount of the deductible shown on the Certificate of Property Insurance in any one occurrence.

If your claim involves personal property on which the Special Limits of Insurance apply, the limitations apply to losses exceeding the deductible amount.

Dwelling and Detached Private Structures

If you repair or replace the damaged or destroyed building with a building of the same occupancy constructed with materials of similar quality within a reasonable time after the damage, we will pay the cost of repairs or the Replacement Cost (whichever is less) without deduction for depreciation. If you do not repair or replace, we will pay the actual cash value of the damage on the date of occurrence, and you will not be eligible for By-law coverage.

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.

Guaranteed Replacement Cost on Dwelling Buildings

If Guaranteed Replacement cost is indicated in the Certificate of Property Insurance, we will pay the cost of repairs or replacement even if it is more than the amount of insurance for Coverage A, provided:

1. the amount of insurance for Coverage A shown on the Certificate of Property Insurance:
 - a. on the inception date of the policy; or
 - b. the most recent renewal date; or
 - c. the increased amount under the inflation protection coverage on the date the increase took effect was not less than 100% of the cost to replace the dwelling building, as determined by a valuation guide acceptable to us;
2. the amount of insurance applicable to Coverage A has not been reduced below the amount determined by the valuation guide; and
 - a. you notified us within 30 days of the start of any major renovations; and

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- b. you repair or replace the damaged or destroyed building on the same location with a building of the same occupancy constructed with materials of similar quality within a reasonable time after the damage.

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

Insurance Under More Than One Policy

If you have insurance on specifically described property, this policy will be considered excess insurance and we will not pay any loss or claim until the amount of such other insurance is used up.

In all other cases, we will pay our rateable proportion of the loss or claim under this policy.

Personal Property

1. For electronic media we will pay the cost of reproduction 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, or the value of electronic media if such electronic media cannot be recreated.
2. For other records, including books of account, drawings, or card index systems, we will pay the cost of blank books, pages, cards, or other materials plus the cost of actually transcribing or copying the records.
3. We will pay on the basis of replacement cost for all other personal property except:
 - a. articles that cannot be replaced with new articles because of their inherent nature, including antiques, fine arts, paintings, and statuary;
 - b. articles for which their age or history substantially contributes to their value, such as memorabilia, souvenirs, and collector's items;
 - c. property that has not been maintained in good or workable condition;
 - d. property that is no longer used for its original purpose; for which we will pay only on the basis of actual cash value.

Replacement cost means the cost, on the date of the loss or damage, of the lower of:

1. repairing the property with materials of similar kind and quality; or
2. new articles of similar kind, quality, and usefulness; without any deduction for depreciation.

We will pay on the basis of replacement cost only if the property lost or damaged is repaired or replaced as soon as reasonably possible. Otherwise, we will pay on the basis of actual cash value.

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

For personal property described under "special limits of insurance" we will not pay more than the applicable limit under either the replacement cost or actual cash value basis.

Single Limit of Insurance

If:

1. a single event or occurrence results in loss or damage which is insured under more than one of Coverages A, B, C and D, and
2. Single Amount of Insurance appears on the Certificate of Property Insurance, and
3. the Guaranteed Replacement Cost on Dwelling Buildings provision does not apply, and
4. the dwelling or detached private structure is not under construction or under major renovation, the amount of insurance available to cover such insured loss or damage will be the total of the individual amounts for Coverages A, B, C and D.

If the Guaranteed Replacement Cost on Dwelling Buildings provision applies to your claim under Coverage A, the maximum amount of insurance available for insured loss or damage under Coverages B, C and D will be the total of the individual amounts for those Coverages.

Additional Agreement

Property of Others

At the option of the Insurer, any loss may be paid to the Named Insured or adjusted with and paid to the owner of the Renewable Energy Equipment. For leased or rented Renewable Energy Equipment, notwithstanding any payment made by us to the owner of such equipment, the insured's right to dispute resolution available under any condition of this policy or applicable insurance legislation is unaffected.

Conditions

The following conditions apply to the coverage provided by Section I of this policy.

Pair and Set

In the case of loss or damage to any article(s) which is (are) part of a set the measure of loss of or damage to such article(s) will be a reasonable and fair proportion of the total value of the set, but in no event will such loss or damage be construed to mean total loss of the set.

Parts

In the case of loss or damage to any part of the insured property 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.

Permissions Granted

You have our permission under the terms and conditions of this policy to:

1. make alterations, additions, and repairs to the dwelling building that you occupy and your detached private structures. (You may, however, need to request an increase in your Limits of Insurance.) We must be notified within 30 days of the commencement of any major renovations.
2. store and use reasonable and normal quantities of fuel oil, gasoline, benzene, naphtha, or other similar materials.

Statutory Conditions

All of the conditions set out under the title Statutory Conditions apply with respect to all of the perils covered by this policy of insurance under Section I except that these conditions may be modified or supplemented by the provisions of the said Section I or by forms or endorsements which modify Section I.

Subrogation

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

If such action on our part does not fully indemnify both you and us, the amount that we recover will be divided between you and us in the proportions in which the loss or damage has been borne by each of us, respectively. The amounts so available for distribution shall be net of the costs of effecting the recovery.

Section II – Definitions

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

"Business or Business Pursuit" means any continuous, regular, or occasional activity of any kind undertaken for financial gain, and includes a trade, profession, or occupation. However, the following business uses by you are permitted without being stated on the Certificate of Property Insurance:

1. the rental of your residence to others for no more than 30 days during a single policy term;

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

"Computer system" in this Section has the same meaning as in Section I.

"Cyber act" in this Section has the same meaning as in Section I.

"Cyber incident" in this Section has the same meaning as in Section I.

"Dwelling" in this Section has the same meaning as in Section I.

"Electric Vehicle Supply Equipment (EVSE)" in this Section has the same meaning as in Section I.

"Insured" in this Section has the same meanings as in Section I. In addition, we will insure:

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

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

"Malware or Similar Mechanism" in this Section has the same meaning as in Section I.

"Named Insured" in this Section has the same meaning as in Section I.

"Premises" means the premises specifically described on the Certificate of Property Insurance.

"Property Damage" means:

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

Tangible property does not include electronic data.

"Renewable Energy Equipment" means permanently installed solar panels, wind turbines, rechargeable batteries, geothermal equipment, and their apparatus installed on the land within the lot lines on which the dwelling building is situated and, where required, which have been installed by a qualified electrician and meet provincial installation requirements, and are used for the generation, transmission, storage, or utilization of mechanical or electrical power, predominately for personal use, not otherwise insured.

"Residence Employee" in this Section has the same meaning as "Residence Employee" in Section I.

"You" or **"your"** in this Section refer to the Insured.

"We" or **"us"** in this Section have the same meanings as in Section I.

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

Section II – Insurance of Your Liability To Others

Coverages

This insurance applies to accidents or occurrences which take place during the period this policy is in force;

Coverage E – Your Personal Liability Protection

This is the part of the policy you look to for protection if you are sued.

We will pay all sums which you become legally liable to pay as compensatory damages because of unintentional bodily injury or property damage arising out of your ownership, use or occupancy of the premises defined in Section II

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

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

We do not insure claims made against you arising from:

1. liability you have assumed by contract unless your legal liability would have applied even if no contract had been in force, but we do insure claims made against you for the legal liability of other persons in relation to your premises that you have assumed under a written contract;
2. damage to property you own, use, occupy, lease, rent or in your care, custody or control; property damage to premises you sell, give away or abandon;
3. damage to personal property or fixtures as a result of work done on them by you or anyone on your behalf;
4. bodily injury to you or to any person residing in your household other than a residence employee;
5. the personal actions of a named insured who does not reside on the premises described on the Certificate of Property Insurance;
6. liability arising out of premises, other than as herein before defined.

There are other exclusions that apply to all Coverages under Section II. Please refer to "Exclusions – Section II".

Defence, Settlement Supplementary Payments

If a claim is made against you 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 if we decide this is appropriate. We will pay only for the legal counsel we select.

We will also 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 limit 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 limit of insurance, but we are not obligated to apply for or provide these bonds;
5. expenses which you have incurred for emergency medical or surgical treatment to others following an accident or occurrence insured by this form;
6. reasonable expenses, including actual loss of income up to \$100 per day, which you incur at our request.

Section II – Insurance of Your Liability To Others

Action Against Us

No suit may be brought against us:

1. until you have fully complied with all the terms of this Coverage, nor until the amount of your obligation to pay has been finally determined, either by a judgment against you or by an agreement which has our consent;
2. more than one year (two years in the Yukon Territories and the Provinces of Ontario and Manitoba) 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.

Unauthorized Settlements

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

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.

The amount of insurance shown on the Certificate of Property Insurance is the maximum amount we will pay for each person in respect of one accident or occurrence.

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. medical expenses of any person that arise from the construction or renovation activities being performed on your dwelling or detached private structure.

There are other exclusions that apply to all Coverages under Section II. Please refer to "Exclusions – Section II".

Notice of Accident or Occurrence

1. When an accident or occurrence takes place, you must promptly give us notice (in writing if required). The notice must include:
 - a. your name and policy number;
 - b. the time, place, and circumstances of the accident;
 - c. the names and addresses of witnesses and potential claimants.
2. If requested by us, you must arrange for the injured person(s) to:
 - a. give us written proof of claim as soon as possible, under oath if required;
 - b. submit to physical examination at our expense by doctors we select as often as we may reasonably require;
 - c. authorize us to obtain medical and other records.

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

No suit may be brought against us until you have fully complied with all the terms of this Coverage.

Coverage G – Voluntary Payment for Damage to Property

We will pay for unintentional direct damage you cause to property of others while that property is on your premises even though you are not legally liable. You may also use this coverage to reimburse others for direct property damage caused intentionally by an Insured, 12 years of age or under.

We do not insure:

1. damage to property owned or rented by an insured or an insured's tenant;
2. damage to property which is insured under Section I;
3. claims resulting from the loss of use, disappearance, or theft of property.
4. damage to property occurring on the premises arising from the construction or renovation activities being performed on your dwelling or detached private structure.

There are other exclusions that apply to all Coverages under Section II. Please refer to "Exclusions – Section II".

Basis of Payment

We will pay whichever is the lower amount of:

1. what it would cost to repair or replace the property with materials of similar quality at the time of loss;
2. the amount of insurance shown on the Certificate of Property Insurance.

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.

1. You must give us a written proof of claim as soon as possible, under oath if required, containing the following information:
 - a. the date, time, place and circumstances of the accident or occurrence;
 - b. the interest of all persons in the property affected.
2. If requested by us, you must help us to verify the damage.

No suit may be brought against us until:

1. you have fully complied with all the terms of this Coverage;
2. 60 days after the written proof of claim has been filed with us.

Coverage H – Voluntary Compensation for Residence Employees

This coverage is automatically provided for all your occasional residence employees. It will be extended to your permanent residence employees if so, stated on the Certificate of Property Insurance.

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

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

A residence employee or anyone acting on their 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.

1. When an accident occurs, you must promptly give us notice (in writing if requested by us). 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:

Section II – Insurance of Your Liability To Others

- 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.

We will not pay benefits:

1. unless your employee was actually performing duties for you when the accident happened;
2. for any hernia injury;
3. for injury occurring on the premises arising from the construction or renovation activities being performed on your dwelling or detached private structure.

Schedule of Benefits

1. Loss of Life

If your residence employee dies from injuries received in the accident within the following 26 weeks, we will pay a total of 100 times the weekly indemnity to those wholly dependent upon him or her. If there is more than one dependent the amount will be divided equally among them. This payment is in addition to any benefit for Temporary Total Disability paid up to the date of death.

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 7 days unless the disability lasts for 6 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 100 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 100 weeks in total even if the accident results in loss from more than one item.

For Loss of	Number of Weeks
A. One or more of the following:	
Hand	100
Arm	100
Foot	100
Leg	100
B. One finger or toe or	25
More than one finger or toe	50
C. One eye or	50
Both eyes	100
D. Hearing of one ear or	25
Hearing of both ears	100

5. Medical Expenses

If as a result of the accident your residence employee incurs medical expenses 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.

Loss Assessment Coverage (Condominium Unit Owner)

We will pay for your share of special assessments if:

- a. the assessment(s) are valid under the Condominium Corporation's governing rules; and
- b. the assessment(s) are made necessary by occurrence(s) to which this Section of the policy applies.

We will not pay more than \$25,000 for that part of an assessment made necessary by a deductible in the insurance policy of the Condominium Corporation.

Special Limitations

Watercraft and Motorized Vehicles you Own

We will pay all sums which you become legally liable to pay as compensatory damages because of unintentional bodily injury or property damage arising out of your ownership, use or operation of:

Watercraft You Own

1. watercraft, including their attachments, equipped with any type of motor of not more than 38 kW (50 H.P.), other than personal watercraft powered by a jet-pump propulsion system;
2. non-motorized watercraft, including their attachments, not more than 8 metres (26 feet) in length

Any other watercraft is insured only if liability coverage for it is shown on the Certificate of Property Insurance. If the watercraft or motor with which it is equipped, other than personal watercraft powered by a jet-pump propulsion system, is acquired after the effective date of this policy, you will be insured automatically for a period of 30 days only from the date of acquisition, or until expiry of the policy, whichever comes first;

Motorized Vehicles You Own

1. self-propelled lawn mowers, snow blowers, garden tractors of not more than 19 kW (25 H.P.);
2. motorized golf carts while in use on a golf course;
3. motorized wheelchairs, including motorized scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability.

Section II – Insurance of Your Liability To Others

4. e-bikes

Territorial Limits – Watercraft and Motorized Vehicles You Own

You are covered for incidents occurring in Canada, the United States of America and on a vessel travelling between the ports of those countries.

Business and Business Property

We insure you against claims arising out of:

1. Renewable Energy Equipment.

Exclusions – Section II

We do not insure claims:

1. caused directly or indirectly by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
2. 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. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable, or contrary to statute, the remainder shall remain in full force and effect. This exclusion does not apply to ensuing loss or damage which directly results from fire or explosion of natural, coal or manufactured gas;
3. arising from
 - a. 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 coal, natural or manufactured gas; or
 - b. contamination by radioactive material;This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
4. arising from business pursuits or any business use of the premises except as provided under "business and business pursuits" in Section II or specified on the Certificate of Property Insurance;
5. arising from the rendering or failure to render any professional service;
6. arising from bodily injury or property damage caused by any intentional or criminal act or failure to act by:
 - a. any person insured by this policy; or
 - b. any other person at the direction of any person insured by this policy;
7. arising from the ownership, use or operation of:
 - a. any aircraft;
 - b. premises used as an airport or landing facility; and all activities related to either;
8. arising from the ownership, use or operation of any watercraft, motorized vehicle except as provided under "Watercraft and Motorized Vehicles You Own" in Section II;
9. arising from the ownership, use or operation of any trailer
10. arising from any communicable disease;
11. arising from:
 - a. sexual, physical, psychological, or emotional abuse, molestation, or harassment, including corporal punishment by, at the direction of, or with the knowledge of any person insured by this policy; or
 - b. failure of any person insured by this policy to take steps to prevent sexual, physical, psychological, or emotional abuse, molestation or harassment or corporal punishment;
12. arising from the distribution or display of data via a website, the internet, intranet or similar device or system designed or intended for electronic communication of data;
13. arising from liability imposed upon or assumed by you under any workers' compensation statute;
14. for punitive or exemplary damages, meaning that part of any award by a court which is in excess of compensatory damages and is stated or intended to be a punishment to you;
15. caused by rust or corrosion, wet or dry rot, or fungi or spores;
16. for bodily injury or property damage directly or indirectly, whole or in part, caused by, contributed to by, resulting from or arising out of any cyber act or any cyber incident. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the bodily injury or property damage.
17. against a Family Trust, Company or Estate, its Trustees and/or Beneficiaries, unless arising out of the ownership, use and maintenance of the premises defined in Section II.

Additional Agreement:

Electrical Authority and Electrical Generation, Transmission and Distribution Company

With respect to "Electrical Company(s) – Renewable Energy Equipment", that person(s) or organization(s) is added to your policy as an Additional Insured, but only with respect to liability arising out of your ownership, maintenance, or use of the Renewable Energy Equipment.

Lessor of Leased Renewable Energy Equipment

With respect to "Lessor – Renewable Energy Equipment", that person(s) or organization(s) is added to your policy as an Additional Insured, but only with respect to their liability arising out of the maintenance, operation, or use by you of the Renewable Energy Equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply to:

1. Any bodily injury or property damage which takes place after you cease to lease the Renewable Energy Equipment.
2. To bodily injury or property damage arising out of the sole negligence of the person(s) or organization(s) specified.
3. This additional insured shall not be entitled to protection under this policy if any other insurance applies to a loss or claim, or would have applied if this policy did not exist, whether that other insurance is primary or excess.

Section II – Insurance of Your Liability To Others

Conditions

1. Notwithstanding any other similar clause in this policy or any other policy, if any other insurance applies to a loss, or would have applied if this policy did not exist, this policy will be considered excess insurance and we will not pay any loss until the amount of such other insurance is used up.
2. Statutory Conditions Misrepresentation, Change of Interest, Material Change, Termination and Notice incorporated in this policy apply as conditions to all Coverages under Section II.
3. Only losses that occur within the policy term shown on the Certificate of Property Insurance will be covered under this policy. There will be no coverage for any loss that occurred or was in progress prior to the policy period inception date or after the policy period expiry date shown on the Certificate of Property Insurance.

Comprehensive Condominium Policy

The policy consists of these wordings, the Certificate of Property Insurance which contains information that is unique to your insurance policy and other forms that may need to be attached to complete your package coverage. Together, these represent the legal contract of indemnity that exists between you and us. This policy contains various exclusions which eliminate or restrict coverage. Please read it carefully.

Insuring 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.

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

The Certificate of Property Insurance summarizes the Insurance coverage you have selected and the premiums, limits, amounts and deductibles that apply to them. Among other things, the Certificate of Property Insurance also identifies the policyholder, the policy term and any Endorsements that apply to your Insurance Coverage.

Only losses that occur within the policy term shown on the Certificate of Property Insurance will be covered under this policy. There will be no coverage for any loss that occurred or was in progress prior to the policy period inception date or after the policy period expiry date shown on the Certificate of Property Insurance.

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

If during the term of this policy we change the insurance of the kind provided by this policy to provide more coverage at no additional cost, you will automatically benefit from that change at no increase in premium.

This form consists of three sections:

Section I describes the insurance on your property. It also includes additional living expenses and/or fair rental value in certain circumstances.

Section II describes the insurance for your legal liability for bodily injury to others or damage to property of others arising out of your premises or your personal actions. It also includes benefits following injury and damage to property of others in certain other circumstances.

Section III describes the Optional Coverages you have purchased for an additional premium.

Section I – Definitions

"Actual Cash Value" means various factors shall be considered in the determination of actual cash value. Such factors shall include but are not 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 loss or damage, the resale value, the normal life expectancy of the property and obsolescence.

"Business or Business Pursuit" means any continuous, regular, or occasional activity of any kind undertaken for financial gain, and includes a trade, profession, or occupation. However, the following business uses by you are permitted without being stated on the Certificate of Property Insurance:

1. school, if not more than three students are under instruction at any one time;
2. babysitting or daycare, provided a license for such daycare or babysitting is not required by provincial by-law as per the province shown on the Certificate of Property Insurance;
3. storage of merchandise, providing the total value of such merchandise does not exceed \$2,500.

"Business Property" means property of any description related to a business pursuit conducted on the premises or elsewhere.

"Cash Cards" means cards designed to store a cash value by electronic means for use as a mode of payment, without a personal identification number and without direct access to a bank or other account.

"Civil Authority" means any person acting under the authority of 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.

"Collectible Personal Property" means property of rare, unique or novel personal interest, whether worn or not, or used by the Insured or not, such as, but not limited to, books, dolls, memorabilia, comic books, and sports cards.

"Computer system" means any computer, hardware, software, communications system, electronic device (including but not limited to smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any 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 and in Quebec the meeting of co-proprietors, established under Provincial Legislation.

"Cyber act" means an unauthorized, malicious, or criminal act or series of related unauthorized, malicious, or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any computer system. It also includes malware or similar mechanism.

"Cyber incident" means:

1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any computer system; or
2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any computer system.

Cyber incident includes malware or similar mechanism.

"Data" means information, facts, concepts, code, or any other information of any kind:

1. that is recorded or transmitted in a form to be used, accessed, processed, transmitted, or stored by a computer system including programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment; or
2. that is used for records, including but not limited to books of account, drawing or card index systems.

"Data Problem" means:

1. erasure, destruction, corruption, misappropriation, misinterpretation of data;
2. error in creating, amending, deleting or using data; or
3. inability to access, receive, transmit or use data

"Data Recovery" means services performed by a professional for the process of salvaging electronic data from damaged hard drive(s) installed in your personal computer.

"Data Recreation" means services performed by a professional to manually recreate electronic data stored on damaged hard drive(s) installed in your personal computer but does not include the value of electronic data even if such electronic data cannot be recreated.

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

"Dwelling" means the Building described in the Certificate of Property Insurance, wholly or partially occupied by you as a private residence.

"Electric Vehicle Supply Equipment (EVSE)" means an electric vehicle charging station that supplies recharging of plug-in private passenger electric vehicles and private passenger plug-in hybrid vehicles and, where required, has been installed by a qualified electrician and meets provincial installation requirements and is located on your premises.

"e-bike (electric bike)" means a power assisted bicycle that meets the federal and provincial definitions of a power assisted bicycle and is incapable of attaining speeds higher than 32 km/h on level ground.

"Flood" means 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.

Section I – Definitions

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

"Garden tractor" means a tractor of not more than 25hp used for cutting lawns, tilling gardens, and removing weeds. May also be used for snow removal. Does not include backhoes, front loaders, or similar equipment.

"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 the build-up of ice and water on the roof, or within the eaves trough and downspout system, caused by repeated thawing and freezing of ice and snow within the eaves trough and downspout system.

"Insured" means the Named Insured and, while living in the same household:

1. Named Insured's spouse;
2. the relatives of either; and
3. any person under the age of 21 in their care.

In addition, a student who is enrolled in and actually attends a school, college, or university and who is dependent on the Named Insured or Named Insured's spouse for support and maintenance is also insured even if temporarily residing away from the principal residence stated on the Certificate of Property Insurance.

Only the person(s) named on the Certificate of Property Insurance may take legal action against us.

"Intangible Assets" means intangible assets including but not limited to non-fungible tokens (NFTs), other blockchain-based assets, digital collectibles, or digital art.

"Malware or Similar Mechanism" means any program code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with, or otherwise adversely affect computer programs, data files or operations (whether involving self-replication or not), including but not limited to 'virus,' 'Trojan horses,' 'worms,' 'logic bombs' or 'denial of service attack.'

"Named Insured" means the person(s) named as Insured on the Certificate of Property Insurance.

"Premises" means your unit, and includes:

1. detached private structures, garages, parking stalls, storage rooms or lockers; and
2. private approaches reserved for your use or occupancy only.

"Reasonable Care" means measures customarily taken by a homeowner to ensure, to the best of their ability, that heating has been and will continue to be maintained. These measures include, but are not limited to, arranging for a competent person to regularly check your dwelling, regularly monitoring the heat in your dwelling by way of a remote system, ensuring the heating system is operational and functioning prior to departure, ensuring all windows and doors are closed and secured, and ensuring the thermostat has been set to a temperature that is sufficient to prevent freezing of pipes.

"Renewable Energy Equipment" means permanently installed solar panels, wind turbines, rechargeable batteries, geothermal equipment, and their apparatus installed on your premises and, where required, which have been installed by a qualified electrician and meet provincial installation requirements, and are used for the generation, transmission, storage, or utilization of mechanical or electrical power, predominately for personal use, not otherwise insured.

"Replacement Cost" means the cost, on the date of the loss or damage, of the lower of:

1. repairing the property with materials of similar kind and quality; or
2. new articles of similar kind, quality, and usefulness;
without any deduction for depreciation.

"Residence Employee" means a person employed by you to perform duties in connection with the maintenance or use of the premises. This includes persons who perform household or domestic services or duties of a similar nature for you. This does not include contractors or sub-contractors. It also does not cover persons while performing duties in connection with your business.

"Secured Storage Facility" means, a building designed specifically for storage that is locked and has 24-hour security monitoring.

"Specified Perils"

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

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. a falling object which strikes the exterior of the building;
6. impact by aircraft, watercraft, or land vehicle;
7. riot;
8. vandalism or malicious acts, not including loss or damage caused by theft or attempted theft; water damage meaning damage caused by:
 - a. the sudden and accidental escape of water from a watermain;
 - b. the sudden and accidental escape of water or steam from within a plumbing, heating, sprinkler, air conditioning system or 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. However, such damage is not covered when the escape of water is caused by freezing;
 - d. water which enters your dwelling through an opening which has been created suddenly and accidentally by a peril not otherwise excluded;
 - e. the backing up or escape of water from an eavestrough or down spout, or by ice damming, provided the water has not entered through a basement or foundation wall;
9. windstorm or hail, including loss or damage caused by weight of ice, snow, or sleet. This peril does not include loss or damage to your personal property within a building, caused by windstorm, hail or coincidental rain damage unless the storm first creates an opening in the building;
10. transportation meaning loss or damage to your personal property, caused by collision, upset, overturn, derailment, stranding or sinking of any motorized vehicle or attached trailer in which the insured property is being carried. This would also apply to any conveyance of a common carrier, but does not include loss or damage to property in a vacation or home trailer which you own. Watercraft, their furnishings, equipment, or motors are also not covered.

"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" means either of two persons who are married to each other or who have together entered into a marriage that is voidable or void, or either of two persons who are 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.

"Surface Waters" means water on the surface of the ground where water does not usually accumulate in ordinary watercourses, lakes, or ponds.

"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.

Section I – Definitions

"Under Construction" means

1. For construction of a new dwelling building or detached private structure:

The period of time commencing from the date site preparation is initiated and continuing through, excavation, laying of foundations and the assembly of components, concluding when the dwelling building/detached private structure is completed and ready for occupancy.

2. For alterations or repairs to existing dwelling buildings or detached private structures:

The period of time during any alterations or repairs involving;

- a. site preparation;
- b. demolition;
- c. laying of foundations;
- d. removal or weakening of any structural support; or
- e. the opening of an exterior wall or roof component that extends beyond 48 consecutive hours.

The period of construction commences from the date the alterations or repairs are initiated and continues until such time as all interior fixtures are installed with all exterior finishes and finished carpentry completed.

If the premises is unoccupied during the period of construction, the dwelling building or detached private structure is considered under construction until the occupants have taken up residency even if the alterations or repairs have been completed.

"Unit" means the condominium unit, strata lot or exclusive portion, described in the Condominium Declaration or Co-ownership Declaration and on the Certificate of Property Insurance, occupied by you as a private residence.

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

1. all occupants have moved out with no intention of returning and no new occupant has taken up residence; or

in the case of a newly constructed dwelling, no occupant has yet taken up residence.

"Virtual currency" means a digital representation of value that functions as, including but not limited to, a medium of exchange, a unit of account, and/or a store of value. It includes, but not limited to, digital currency, crypto currency, any other type of electronic currency, or on-line peer-to-peer mediums of exchange.

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

"We", "us" or "our" means the company providing this insurance.

"You" or "your" refers to the Insured

Section I – Property Coverages

The amounts of insurance are shown on the Certificate of Property Insurance.

Coverage C – Personal Property

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

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

We do not insure loss or damage to:

- a. motorized vehicles or their equipment (except for lawn mowers, other gardening equipment, garden tractors, snow blowers, wheelchairs, scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability, electric personal mobility assistive devices, watercraft other than personal watercraft powered by a jet-pump propulsion system, e-bikes, and golf carts);
 - b. camper units, truck caps, trailers, or their equipment;
 - c. aircraft or their equipment, except for drones which are less than the federally regulated maximum weight permitted to be operated without valid licensing.
- Equipment includes audio, visual, recording, or transmitting equipment powered by the electrical system of a motor vehicle or aircraft. It also includes automobile keys, automobile transponders, and frequency-operated keys. Equipment does not include spare automobile parts.
2. We insure your personal property while it is temporarily away from your premises, anywhere in the world. However, personal property normally kept at any other location you own, or rent is not insured.
- If you wish, we will include uninsured personal property belonging to others while it is in your possession or belonging to a residence employee travelling for or with you.
- Personal property stored in a secured storage facility is insured for a period of 30 days only, from the date the property was first store We will continue coverage beyond that period for the peril of theft only. The period of 30 days does not apply to personal property in storage as a result of a covered loss.- 3. We insure the personal property of a student, who is insured by this policy but is temporarily residing away from home for the purpose of attending a school, college, or university, for an amount not exceeding \$10,000.
- 4. We insure the personal property of your spouse, your father or mother or your spouse's father or mother who are living in a nursing home or a home for the aged, but who are in your legal custody, for an amount not exceeding \$5,000.
- 5. We insure the personal property of physically or mentally challenged persons, who are legally in your custody, while residing in a facility designed for the care of such persons up to \$5,000.
- 6. Renewable Energy Equipment for an amount not exceeding \$100,000 in total.
- 7. Electric Vehicle Supply Equipment as defined and owned by you.

Extensions of Coverage

In addition your policy provides these Extensions of Coverage, subject to the terms and conditions of the policy.

Change of Temperature

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

Loss Assessment

We will pay an additional amount of up to 250% of the sum insured for Coverage C – Personal Property, as shown on the Certificate of Property Insurance, your share of any special assessment if:

1. the assessment is valid under the Condominium Corporation's governing rules; and
2. it is made necessary by a direct loss to the collectively owned condominium property caused by a peril not otherwise exclude

Section I – Property Coverages

We will not pay more than \$25,000 for that part of an assessment made necessary by a deductible in the insurance policy of the Condominium Corporation.

Moving to Another Home

We insure your personal property while in transit to and at another location within Canada which is to be occupied by you as your residence. Coverage applies for 30 consecutive days commencing on the date personal property is removed from your principal residence, but not beyond the date the policy expires or is terminate This coverage does not increase the amounts of insurance.

Outdoor Trees, Plants, Shrubs and Lawns

You may apply up to 5% in total of the amount of insurance on your personal property to trees, plants, shrubs, and lawns on your premises, other than cannabis plants. We will not pay more than \$1,000 for any one tree, plant or shrub including debris removal expenses. We will not pay more than \$1,000 for grass including debris removal expenses.

We insure these items against loss caused by fire, theft, lightning, explosion, impact by aircraft, watercraft or land vehicle, riot, vandalism, and malicious acts. We do not insure items or lawns grown for commercial purposes.

The deductible applies to this coverage.

Tear Out

If any unit improvements or betterments must be removed or 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 outdoor swimming pools or public water mains is not insured.

Unit Improvements and Betterments

We insure unit improvements and betterments made or acquired by you, for an additional amount of up to 100% of the sum insured for Coverage C – Personal Property as shown on the Certificate of Property Insurance, including:

1. any building or structure on the premises;
2. any swimming pool, sauna or hot tub, and the attached equipment of any of these, on the premises; and
3. materials and supplies on the premises for use in such improvements and betterments.

Unit Additional Protection

We insure your unit, excluding your improvements and betterments to it, for an additional amount of up to 250% of the sum insured for Coverage C – Personal Property, as shown on the Certificate of Property Insurance if the Condominium Corporation has no insurance, its insurance is inadequate, or it is not effective.

In addition, we insure the deductible portion of the Condominium Corporation's policy for the unit, whether the Condominium Corporation claims against its policy or not, where due to a statute, declaration, or by-law the unit owner is responsible to pay the deductible portion of the Condominium Corporation's policy. We will not pay more than \$25,000 unless shown otherwise on the Certificate of Property Insurance.

You cannot make a claim under both Unit Additional Protection and Loss Assessment.

Special Limits of Insurance

We insure:

1. Books, tools, and instruments pertaining to a business, profession, or occupation but only while on your premises for an amount up to \$7,500 in total, not otherwise insured. Other property used for business is not insured, including samples and goods held for sale.
2. Securities up to \$5,000 in total.
3. Money including cash cards or bullion, but not including virtual currency, up to \$500 in total.
4. Garden tractors and snow removal equipment including attachments and accessories up to \$10,000 in total.
5. Watercraft, their trailers, furnishings, equipment, accessories, and motors up to \$2,500 in total, but we do not insure personal watercraft powered by a jet-pump propulsion system.
6. Spare automobile parts up to \$250 for any one item, \$1,000 in total.
7. Animals, birds, or fish up to \$2,500 in total.
8. We insure your Personal Property while contained in a safety deposit box in a Bank or Trust Company, up to \$10,000 in total.
9. Golf carts up to \$5,000 in total.
10. Cannabis for personal use in all consumable forms and cannabis plants, except for medicinal use, up to \$500 in total.

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

11. Luggage, pet carriers, and handbags including, but not limited to, purses, wallets, totes, clutches, carrier bags, and other items of a similar nature, up to \$15,000 in total.
12. Jewellery, watches, gems, fur garments and garments trimmed with fur up to \$6,000 in total.
13. Numismatic property (such as coin collections) up to \$500 in total.
14. Manuscripts, stamps, and philatelic property, (such as stamp collections) up to \$2,000 in total.
15. Each bicycle, tricycle, unicycle or e-bike and its equipment and accessories up to \$1,000 each.
16. Collectibles, such as sports cards, sports memorabilia, and comic books up to \$5,000 per loss.
17. Golfing equipment and accessories, except golf carts, up to \$3,000 in total, while the golfing equipment is away from your premises.
18. Works of art, such as paintings, photographs, drawings etchings, prints and lithographs, including their frames, sculptures, statuary and antiques, and hand-made rugs and tapestries up to \$15,000 per item and up to a maximum of 15% of Coverage C as shown on the Certificate of Property Insurance for all items.
19. We insure your wine or spirits on the premises, for replacement cost against all risk of direct physical loss or damage subject to the terms and conditions of this form, for an amount up to a maximum of 10% of Coverage C as shown on the Certificate of Property Insurance. Such property is also covered while away from the premises for an amount up to a maximum of 1% of Coverage C as shown on the Certificate of Property Insurance, but this limit of insurance does not apply when the wine is stored in the cellars of a wine club or similar location.

Coverage D – Additional Living Expense

The amount of insurance for Coverage D 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.

1. **Additional Living Expense.** If as a result of damage by a peril not otherwise excluded the dwelling or your unit is unfit for occupancy, or you have to move out while repairs are being made, we insure any necessary increase in living expenses, including moving expenses incurred by you, so that your household can maintain its normal standard of living. Payment shall be for the reasonable time required to repair or rebuild your unit or, if you permanently relocate, the reasonable time required for your household to settle elsewhere.
2. **Fair Rental Value.** If a peril not otherwise excluded makes the dwelling or that part of the unit rented to others or held for rental by you unfit for occupancy, we insure its Fair Rental Value. Payment shall be for the reasonable time required to repair or replace that part of the unit rented or held for rental. Fair Rental Value shall not include any expense that does not continue while that part of the unit rented or held for rental is unfit for occupancy.

Section I – Property Coverages

3. **Prohibited Access.** If a civil authority prohibits access to the dwelling or your unit:
- as a direct result of damage to neighbouring premises by a peril not otherwise excluded under this form, we insure any resulting Additional Living Expense and Fair Rental Value loss for a period not exceeding 2 weeks; or
 - by order for mass evacuation as a direct result of a sudden and accidental event within Canada or the United States of America, we insure any resulting necessary and reasonable increase in living expense to a maximum of \$2,500 incurred by you for the period access is prohibited, not exceeding 30 days from the date of the order of evacuation. This coverage for mass evacuation is not subject to a deductible

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

- flood;
- earthquake; unless the earthquake peril has been added to this policy by endorsement;
- war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military power;
- Terrorism or 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 such loss or damage;
- 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;
- contamination by radioactive material.
- any communicable disease;
- any cyber act

This coverage does not increase the amounts of Insurance for Coverage D, Additional Living Expense.

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

Special Coverage Features

In addition to the insurance provided by the Property Coverages, your policy provides these Special Coverage Features, subject to the terms and conditions set out.

Credit Card, Automated Teller Card, Forgery and Counterfeit Money Coverage

We will pay for:

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

We do not cover loss caused by the use of your credit card or automated teller card by a resident of your household or by a person to whom the card has been entrusted.

We do not cover any loss resulting from your, or anyone acting on your authority, being induced by any dishonest act to voluntarily part with title to or possession of any money or property, including but not limited to, any loss resulting from a social engineering event.

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

This Coverage Feature is not subject to a deductible.

Damage to Unit

You may apply up to \$500 of your Personal Property insurance to pay for damage, not including fire damage:

- To the unit directly caused by theft or attempted theft;
- To the interior of the unit directly caused by vandalism or malicious acts.

The deductible applies to this Coverage Feature.

Debris Removal

We will pay the cost of removing from your premises the debris of property insured which results from loss or damage insured by this form.

If the amount payable for loss, including expense for debris removal, is greater than the amount of insurance an additional 5% of that amount will be available to cover debris removal expense.

The deductible applies to this Coverage Feature.

Fire Department Charges

We will reimburse you for fire department charges incurred for attending your premises to save or protect insured property from loss or damage or further loss or damage, insured against by this form.

This Coverage Feature is not subject to a deductible.

Frozen Food Protection

We will pay for loss or damage to food while contained in a freezer located on your premises caused by the accidental interruption of electrical power on or off the premises or by mechanical breakdown of the freezer. This coverage includes damage to the freezer when it is due to the insured food spoilage and also reasonable expenses incurred by you to save and preserve the food from spoilage while your freezer is being repaired.

We do not insure:

- loss from spoilage caused by the operation of an electrical circuit breaker or fuse or by accidental or intentional disconnection of the power supply in the building containing the freezer;
- expenses incurred in the acquisition of frozen food.

This Coverage Feature is not subject to a deductible.

Inflation Guard

We will increase the limits of insurance stated on the Certificate of Property Insurance for Coverages C and D by amounts which are solely attributable to the inflation increase since the inception date of this policy, the latest renewal or anniversary date or from the date of the most recent change to the amounts of insurance shown on the Certificate of Property Insurance, whichever is the latest.

On renewal or anniversary date, we will automatically increase the amounts of insurance shown on the Certificate of Property Insurance under Section I by amounts which are solely attributable to the inflation increase since the inception date of this policy or the latest renewal or anniversary date.

Lock Replacement

If your exterior door keys are lost or stolen, your policy provides up to \$500 to re-key your locks or to replace them if it is not possible to re-key them. You must notify us within 72 hours of the discovery of the keys being lost or stolen.

This Coverage Feature is not subject to a deductible.

Section I – Property Coverages

Mortgage Rate Protector

Should your unit be rendered a total loss by a peril not otherwise excluded your mortgagor may have the right to call in your mortgage loan, making it necessary for you to arrange a new loan. If your new mortgage loan bears a higher rate of interest than the old one, we will pay:

1. the extra cost of your loan repayments on the balance of your outstanding mortgage, calculated as the difference between the old and the new payment amounts, each month until the maturity date of the original mortgage agreement; and
2. legal fees you incurred to obtain the new mortgage, but we will not pay for other costs such as judgments or service charges.

The payments provided by this Feature:

- a. are in addition to the amount of insurance shown for Coverage C on the Certificate of Property Insurance; and
- b. will cease on the date you relinquish title to or your interest in your unit.

Where found in this Feature, the words "total loss" means that the total cost of insured loss or damage equals or exceeds the amount shown for Coverage C on the Certificate of Property Insurance. This Coverage Feature is not subject to a deductible.

Personal Records Stored in a Personal Computer

We will pay for data recovery of personal records lost because of a peril not otherwise exclude to the extent that data recovery of personal records is not possible, we will pay for data recreation. Virtual currency, intangible assets and data pertaining to business or business pursuits are not covered.

Coverage under this feature is limited to a maximum of \$3,000. The deductible applies to this Coverage Feature.

Property Removed

If you must remove insured property from your premises to protect it from loss or damage that is covered by this policy, it is insured by this form for 90 consecutive 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 insured property at the time of loss. The deductible applies to this Coverage Feature.

Reward Coverage

We will pay up to \$1,000 to any individual or organization for information leading to the arrest and conviction of any person(s) who robs from any person insured under this policy or steals, vandalizes, burglarizes, or commits arson to any insured property. Regardless of the number of persons providing information, payment will not exceed \$1,000 in total. This Coverage Feature is not subject to a deductible.

Notice to Authorities

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

Insured Perils

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

Exclusions – Section I

Property not insured:

1. buildings or structures used in whole or in part for business or farming purposes;
2. retaining walls, unless the damage is caused by fire, lightning, impact by watercraft, land vehicle or aircraft, vandalism, and malicious acts;
3. sporting equipment where the loss or damage is due to its use;
4. animals, birds, or fish unless the loss or damage is caused by a Specified Peril, other than impact by aircraft, watercraft, or land vehicle;
5. property at any fairground, exhibition, or exposition for the purpose of exhibition or sale;
6. any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
7. any property illegally acquired, used, kept, stored, imported, or transported or any property subject to forfeiture;
8. evidences of debt or title.
9. loss or damage to wine or spirits directly or indirectly caused by
 - a. breakage
 - b. spoilage
10. virtual currency;
11. intangible assets;
12. buildings or structures or personal property contained in them, 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, except as allowed by law.

Loss or damage not insured:

13. scratching, abrasion or chipping of any personal property or breakage of any fragile or brittle articles unless caused by a Specified Peril, accident to a land vehicle, watercraft or aircraft, or theft or attempted theft;
14. wear and tear, deterioration, defect, or mechanical breakdown;
15. inherent vice or latent defect;
16. the cost of making good:
 - a. faulty or improper material;
 - b. faulty or improper workmanship; or
 - c. faulty or improper design.

This exclusion does not apply to loss or damage caused directly by a resultant peril not otherwise excluded in this form.

17. a. data; or
 - b. loss or damage caused directly or indirectly by a data problem. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage except you are still insured for ensuing loss or damage caused directly by fire, explosion, smoke, or water damage, all as described Specified Perils.
18. loss involving virtual currency or intangible assets of any kind, by whatever name known, whether actual or fictitious.

Nor do we insure loss or damage:

19. caused by rust or corrosion, wet or dry rot, or fungi or spores;
20. resulting directly from settling, expansion, contraction, moving, bulging, buckling, or cracking except resulting damage to building glass;
21. occurring after your unit has, to your knowledge, been vacant for more than 30 consecutive days;
22. caused directly or indirectly by:

Section I – Property Coverages

- a. 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 coal, natural or manufactured gas; or
- b. contamination by radioactive material;
This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.
23. caused directly or indirectly by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.
24. 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". This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable, or contrary to statute, the remainder shall remain in full force and effect. This exclusion does not apply to ensuing loss or damage which directly results from fire or explosion of natural, coal or manufactured gas;
25. resulting from an intentional or criminal act or failure to act by:
 - a. any person insured by this policy;
 - b. any other person at the direction of any person insured by this policy; or
 - c. any tenant, tenants' guests, boarder or employee, or any member of the tenants' household;(1) This exclusion applies only to the claim of a person:
 - i. whose act or omission caused the 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 loss or damage.(2) A 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 reasonable place and time designated by us.
 - ii. cannot recover more than their proportionate interest in the lost or damage property.
26. from the part of the unit rented to others caused by theft or attempted theft by any tenant, tenant's employee, or member of the tenant's household;
27. arising directly or indirectly from the growing, manufacturing, processing, storing, possession, or distribution by anyone of any drug, narcotic or illegal substances or items of any kind. This includes any alteration of the premises to facilitate such activity, whether or not you have any knowledge of such activity. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
28. to personal property undergoing any process involving the application of heat, or while being worked on, where the damage results from such process or work, but resulting damage to other property is insured;
29. caused by animals owned by you or in your care, custody, or control;
30. caused by birds, vermin, skunks, rodents, (other than raccoons and squirrels), bats or insects, except loss or damage to building glass;
31. caused by smoke from agricultural smudging or industrial operations;
32. caused directly or indirectly by snowslide, earthquake, landslide, mudflow, or any other earth movement. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage except you are still insured for ensuing loss or damage which directly results from fire or explosion;
33. caused by vandalism or malicious acts or glass breakage occurring while your unit is under construction or vacant even if permission for construction or vacancy has been given by us;
34. resulting from a change in ownership of property that is agreed to even if that change was brought about by trickery or fraud;
35. caused by or resulting from contamination or pollution, or the release, discharge or dispersal of contaminants or pollutants, unless the loss or damage resulted from the sudden and accidental bursting or overflowing of your domestic fixed fuel oil tank, apparatus, or pipes;
We do not insure loss or damage:
 - a. to sewers;
 - b. caused by continuous or repeated leakage or seepage;
 - c. occurring while the unit is under construction or vacant, even if we have given permission for construction or vacancy.
36. caused by theft or attempted theft of property in or from a unit under construction, or of materials and supplies for use in the construction, until the unit is completed and ready to be occupied;
37. to an outdoor hot tub, outdoor swimming pool or equipment attached to a public watermain, caused by water escape, rupture or freezing;
38. caused directly or indirectly by continuous or repeated seepage or leakage of water. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
39. caused directly or indirectly by flood, surface water, spray, storm surge, ice, or waterborne objects, all whether driven by wind or not. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, unless the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached;
40. caused directly or indirectly by water except as defined in Specified Perils; but we do not insure loss or damage:
 - a. caused by the backing up or escape of water from a sewer, sump or septic tank, retention tank, French drain, or water leader;
 - b. caused by ground water or rising of the water table;
 - c. caused by surface waters;
 - d. to a watermain;
 - e. to a system or domestic water container from which the water escaped;
 - f. caused by shoreline ice build-up or by water-borne ice or other objects, all whether driven by wind or not;
 - g. occurring while the building is under construction or vacant even if we have given permission for construction or vacancy;
 - h. caused by freezing during the usual heating season:
 - i. within a heated portion of your dwelling, if you have been away from your premises 8 or more consecutive days; but you will still be insured if:

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- a. you used reasonable care to maintain heat in the building; or
- b. shut off and drained the water system and domestic water containers;
- ii. within an unheated portion of your unit.

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

41. or expenses, caused directly or indirectly, in whole or in part by any communicable disease regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, or expenses;
42. directly or indirectly caused by, contributed to by, resulting from or arising out of any cyber act or any cyber incident. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage except you are still insured for ensuing loss or damage caused directly by fire, explosion, smoke, or water damage all as described in Specified Perils, and theft or attempted theft of property when such property is not otherwise exclude

Basis of Claim Payment

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

Amounts Not Reduced

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

Actual Cash Value

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

Deductible

We are responsible only for the amount by which the loss or damage covered by this policy of insurance exceeds the amount of the deductible shown on the Certificate of Property Insurance in any one occurrence.

If your claim involves personal property on which the Special Limits of Insurance apply, the limitations apply to losses exceeding the deductible amount.

Increased Cost of Repair or Replacement

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

Insurance Under More Than One Policy

If you have insurance on specifically described property, this policy will be considered excess insurance and we will not pay any loss or claim until the amount of such other insurance is used up.

In all other cases, we will pay our rateable proportion of the loss or claim under this policy.

Personal Property

1. For electronic media we will pay the cost of reproduction 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, or the value of electronic media if such electronic media cannot be recreated.
2. For other records, including books of account, drawings, or card index systems, we will pay the cost of blank books, pages, cards, or other materials plus the cost of actually transcribing or copying the records.
3. We will pay on the basis of replacement cost for all other personal property except:
 - a. articles that cannot be replaced with new articles because of their inherent nature, including antiques, fine arts, paintings, and statuary;
 - b. articles for which their age or history substantially contributes to their value, such as memorabilia, souvenirs, and collectors' items;
 - c. property that has not been maintained in good or workable condition;
 - d. property that is no longer used for its original purpose; for which we will pay only on the basis of actual cash value.

Replacement cost means the cost, on the date of the loss or damage, of the lower of:

1. repairing the property with materials of similar kind and quality; or
2. new articles of similar kind, quality, and usefulness; without any deduction for depreciation.

We will pay on the basis of replacement cost only if the property lost or damaged is repaired or replaced as soon as reasonably possible. Otherwise, we will pay on the basis of actual cash value.

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

For personal property described under "Special Limits of Insurance" we will not pay more than the applicable limit under either the replacement cost or actual cash value basis.

Unit Additional Protection, and Unit Improvements and Betterments

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

If loss or damage is not replaced or repaired, we will pay the actual cash value of the loss or damage at the date of the occurrence.

Additional Agreement

Property of Others

At the option of the Insurer, any loss may be paid to the Named Insured or adjusted with and paid to the owner of the Renewable Energy Equipment. For leased or rented Renewable Energy Equipment, notwithstanding any payment made by us to the owner of such equipment, the insured's right to dispute resolution available under any condition of this policy or applicable insurance legislation is unaffected.

Conditions

The following conditions apply to the coverage provided by Section I of this policy.

Pair and Set

In the case of loss or damage to any article(s) which is (are) part of a set the measure of loss of or damage to such article(s) will be a reasonable and fair proportion of the total value of the set, but in no event will such loss or damage be construed to mean total loss of the set.

Parts

In the case of loss or damage to any part of the insured property 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.

Permissions Granted

You have our permission under the terms and conditions of this policy to:

Section I – Property Coverages

1. make alterations, additions, and repairs to the unit that you occupy. (You may, however, need to request an increase in your Limits of Insurance.)
2. store and use reasonable and normal quantities of fuel oil, gasoline, benzene, naphtha, or other similar materials.

Statutory Conditions

All of the conditions set out under the title Statutory Conditions apply with respect to all of the perils insured under Section I except that these conditions may be modified or supplemented by the provisions of the said Section I or by forms or endorsements which modify Section I

Subrogation

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

If such action on our part does not fully indemnify both you and us, the amount that we recover will be divided between you and us in the proportions in which the loss or damage has been borne by each of us, respectively. The amounts so available for distribution shall be net of the costs of effecting the recovery.

Section II – Definitions

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

"Business or Business Pursuit" means any continuous, regular, or occasional activity of any kind undertaken for financial gain, and includes a trade, profession, or occupation. However, the following business uses by you are permitted without being stated on the Certificate of Property Insurance:

1. school, if not more than three students are under instruction at any one time;
2. babysitting or daycare, provided a license for such daycare or babysitting is not required by provincial by-law as per the province shown on the Certificate of Property Insurance.

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

"Computer system" in this Section has the same meaning as in Section I.

"Cyber act" in this Section has the same meaning as in Section I.

"Cyber incident" in this Section has the same meaning as in Section I.

"Dwelling" in this Section has the same meaning as in Section I.

"Electric Vehicle Supply Equipment (EVSE)" in this Section has the same meaning as in Section I.

"Insured" in this Section has the same meanings as in Section I. In addition, we will insure:

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

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

"Malware or Similar Mechanism" in this Section has the same meaning as in Section I.

"Named Insured" in this Section has the same meaning as in Section I.

"Premises" means all premises where the Named Insured or the Named Insured's spouse, maintains a residence, including seasonal and other residences, provided such premises are specifically described on the Certificate of Property Insurance. It also includes:

1. premises where you are residing temporarily or which you are using temporarily, as long as you are not:
 - a. the owner of the premises;
 - b. the lessee or tenant of the premises under any agreement which is longer than 90 consecutive days except for student's premises described in item 6 below;
 - c. the lessee or renter of a hall or similar entertainment venue used for social events, such as weddings, parties, etc.
2. 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. 30 consecutive days;
 - b. the date the policy expires or is terminated;
 - c. the date upon which specific liability insurance is arranged for such premises;
3. individual or family cemetery plots or burial vaults;
4. vacant land in Canada you own or rent, other than farmland;
5. land in Canada where an independent contractor is building a one, two or three-family residence to be occupied by you.
6. premises in Canada where a student insured by this policy temporarily resides while attending school.

"Property Damage" means:

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

Tangible property does not include electronic data.

"Renewable Energy Equipment" means permanently installed solar panels, wind turbines, rechargeable batteries, geothermal equipment, and their apparatus installed on the land within the lot lines on which the dwelling building is situated and, where required, which have been installed by a qualified electrician and meet provincial installation requirements, and are used for the generation, transmission, storage, or utilization of mechanical or electrical power, predominately for personal use, not otherwise insured.

"Residence Employee" in this Section has the same meaning as "Residence Employee" in Section I.

"You" or **"your"** in this Section refer to the Insuree

"We" or **"us"** in this Section have the same meanings as in Section I.

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

Section II – Insurance of Your Liability To Others

Coverages

This insurance applies to accidents or occurrences which take place during the period this policy is in force;

Coverage E – Your Personal Liability Protection

This is the part of the policy you look to for protection if you are sued.

We will pay all sums which you become legally liable to pay as compensatory damages because of unintentional bodily injury or property damage arising out of:

1. your personal actions anywhere in the world;
2. your ownership, use or occupancy of the premises defined in Section II.

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

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

We do not insure claims made against you arising from:

Section II – Insurance of Your Liability To Others

1. liability you have assumed by contract unless your legal liability would have applied even if no contract had been in force, but we do insure claims made against you for the legal liability of other persons in relation to your premises that you have assumed under a written contract;
2. damage to property owned by an insured;
3. damage to property used, occupied, leased, or rented by or in the care, custody, or control of an Insured, except for unintentional property damage to premises owned by others, or their contents, which you are using, renting or have in your custody or control caused by fire, explosion, water damage or smoke. This 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. Water Damage has the same meaning as in Section I;
4. damage to personal property or fixtures as a result of work done on them by you or anyone on your behalf;
5. bodily injury to you or to any person residing in your household other than a residence employee;
6. the personal actions of a named insured who does not reside on the premises described on the Certificate of Property Insurance;
7. liability arising out of premises, other than as herein before defined.

There are other exclusions that apply to all Coverages under Section II. Please refer to "Exclusions - Section II".

Defence, Settlement Supplementary Payments

If a claim is made against you 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 if we decide this is appropriate. We will pay only for the legal counsel we select.

We will also 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 limit 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 limit of insurance, but we are not obligated to apply for or provide these bonds;
5. expenses which you have incurred for emergency medical or surgical treatment to others following an accident or occurrence insured by this form;
6. reasonable expenses, including actual loss of income up to \$100 per day, which you incur at our request.

Action Against Us

No suit may be brought against us:

1. until you have fully complied with all the terms of this Coverage, nor until the amount of your obligation to pay has been finally determined, either by a judgment against you or by an agreement which has our consent;
2. more than one year (two years in the Yukon Territories and the Provinces of Ontario and Manitoba) 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.

Unauthorized Settlements

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

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.

The amount of insurance shown on the Certificate of Property Insurance is the maximum amount we will pay for each person in respect of one accident or occurrence.

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. medical expenses of any person that arise from the construction or renovation activities being performed on your dwelling or detached private structure.

There are other exclusions that apply to all Coverages under Section II. Please refer to "Exclusions - Section II".

Notice of Accident or Occurrence

1. When an accident or occurrence takes place, you must promptly give us notice (in writing if required). The notice must include:
 - a. your name and policy number;
 - b. the time, place, and circumstances of the accident;
 - c. the names and addresses of witnesses and potential claimants.
2. If requested by us, you must arrange for the injured person(s) to:
 - a. give us written proof of claim as soon as possible, under oath if required;
 - b. submit to physical examination at our expense by doctors we select as often as we may reasonably require;
 - c. authorize us to obtain medical and other records.

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

No suit may be brought against us until you have fully complied with all the terms of this Coverage.

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 an Insured, 12 years of age or under.

We do not insure:

1. damage to property owned or rented by an insured or an insured's tenant;
2. damage to property which is insured under Section I;
3. claims resulting from the loss of use, disappearance, or theft of property;
4. damage to property occurring on the premises arising from the construction or renovation activities being performed on your dwelling or detached private structure.

There are other exclusions that apply to all Coverages under Section II. Please refer to "Exclusions - Section II".

Basis of Payment

We will pay whichever is the lower amount of:

1. what it would cost to repair or replace the property with materials of similar quality at the time of loss;

Section II – Insurance of Your Liability To Others

2. the amount of insurance shown on the Certificate of Property Insurance.

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.

1. You must give us a written proof of claim as soon as possible, under oath if required, containing the following information:
 - a. the date, time, place and circumstances of the accident or occurrence;
 - b. the interest of all persons in the property affected.
2. If requested by us, you must help us to verify the damage.

No suit may be brought against us until:

1. you have fully complied with all the terms of this Coverage;
2. 60 days after the written proof of claim has been filed with us.

Coverage H - Voluntary Compensation for Residence Employees

This coverage is automatically provided for all your occasional residence employees. It will be extended to your permanent residence employees if so, stated on the Certificate of Property Insurance.

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

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

A residence employee or anyone acting on their 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.

1. When an accident occurs, you must promptly give us notice (in writing if requested by us). 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.

We will not pay benefits:

1. unless your employee was actually performing duties for you when the accident happened;
2. for any hernia injury;
3. for injury occurring on the premises arising from the construction or renovation activities being performed on your dwelling or detached private structure.

Schedule of Benefits

1. Loss of Life

If your residence employee dies from injuries received in the accident within the following 26 weeks, we will pay a total of 100 times the weekly indemnity to those wholly dependent upon him or her. If there is more than one dependent the amount will be divided equally among them. This payment is in addition to any benefit for Temporary Total Disability paid up to the date of death.

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 7 days unless the disability lasts for 6 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 100 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 100 weeks in total even if the accident results in loss from more than one item.

For Loss of	Number of Weeks
A. One or more of the following:	
Hand	100
Arm	100
Foot	100
Leg	100
B. One finger or toe or	25
More than one finger or toe	50
C. One eye or	50
Both eyes	100
D. Hearing of one ear or	25
Hearing of both ears	100

5. Medical Expenses

If as a result of the accident your residence employee incurs medical expenses 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.

Section II – Insurance of Your Liability To Others

Loss Assessment Coverage (Condominium Unit Owner)

We will pay for your share of special assessments if:

- a. the assessment(s) are valid under the Condominium Corporation's governing rules; and
- b. the assessment(s) are made necessary by occurrence(s) to which this Section of the policy applies.

We will not pay more than \$25,000 for that part of an assessment made necessary by a deductible in the insurance policy of the Condominium Corporation.

Special Limitations

Watercraft and Motorized Vehicles

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

1. watercraft, including their attachments, equipped with any type of motor of not more than 38 kW (50 H.P.), other than personal watercraft powered by a jet-pump propulsion system;
Any other watercraft is insured only if liability coverage for it is shown on the Certificate of Property Insurance. If the watercraft or motor with which it is equipped, other than personal watercraft powered by a jet-pump propulsion system, is acquired after the effective date of this policy, you will be insured automatically for a period of 30 days only from the date of acquisition, or until expiry of the policy, whichever comes first;
2. non-motorized watercraft, including their attachments, not more than 8 metres (26 feet) in length;
3. self-propelled lawn mowers, snow blowers, garden tractors of not more than 19 kW (25 H.P.);
4. motorized golf carts while in use on a golf course;
5. motorized wheelchairs, including motorized scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability;
6. e-bikes.

Watercraft and Motorized Vehicles You Do Not Own

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

1. watercraft, of any type, you do not own;
2. any self-propelled land vehicle, amphibious vehicle, or air cushion vehicle, provided that the vehicle is not subject to vehicle registration and is designed primarily for recreational use off public roads;

provided that the motorized vehicle or watercraft is not owned by any person insured by this policy.

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

1. used for carrying passengers for compensation;
2. used for business purposes;
3. used in any race or speed test;
4. rented to others;
5. being used or operated without the owner's consent if you are not the owner.

Trailers

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

Business and Business Property

We insure you against claims arising out of:

1. your personal actions during the course of your trade, profession or occupation which are not related directly to your trade, profession, or occupation;
2. the temporary or part-time business pursuits of an insured person under the age of 21 years;
3. the rental of your residence to others for no more than 30 days during a single policy term;
4. rental to others of a one or two-family dwelling usually occupied in part by you as a residence, provided no family unit includes more than 2 roomers or boarders;
5. the rental to others, or holding for rent, of not more than 3 car spaces or stalls in garages or stables;
6. the rental of space in your residence to others for incidental office, school, or studio occupancy.
7. Renewable Energy Equipment.

Claims arising from any other business pursuit or operation are insured only if liability coverage for it is shown on the Certificate of Property Insurance.

Exclusions - Section II

We do not insure claims:

1. caused directly or indirectly by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
2. 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. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable, or contrary to statute, the remainder shall remain in full force and effect. This exclusion does not apply to ensuing loss or damage which directly results from fire or explosion of natural, coal or manufactured gas;
3. arising from:
 - a. 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 coal, natural or manufactured gas; or
 - b. contamination by radioactive material;
4. arising from business pursuits or any business use of the premises except as provided under "business and business property" in Section II or specified on the Certificate of Property Insurance;
5. arising from the rendering or failure to render any professional service;
6. arising from bodily injury or property damage caused by any intentional or criminal act or failure to act by:
 - a. any person insured by this policy; or
 - b. any other person at the direction of any person insured by this policy;
7. arising from the ownership, use or operation of:
 - a. any drone while being operated in an official race or speed test, or drones which exceed the federally regulated maximum weight permitted to be operated without valid licensing;

Section II – Insurance of Your Liability To Others

- b. any aircraft;
- c. premises used as an airport or landing facility; and all activities related to either;
8. arising from the ownership, use or operation of any watercraft, motorized vehicle, or trailer except as provided under "watercraft and motorized vehicles" and "trailers" in Section II;
9. arising from any communicable disease;
10. arising from:
 - a. sexual, physical, psychological, or emotional abuse, molestation, or harassment, including corporal punishment by, at the direction of, or with the knowledge of any person insured by this policy; or
 - b. failure of any person insured by this policy to take steps to prevent sexual, physical, psychological, or emotional abuse, molestation or harassment or corporal punishment;
11. arising from the distribution or display of data via a website, the internet, intranet or similar device or system designed or intended for electronic communication of data;
12. arising from liability imposed upon or assumed by you under any workers' compensation statute;
13. for punitive or exemplary damages, meaning that part of any award by a court which is in excess of compensatory damages and is stated or intended to be a punishment to you;
14. caused by rust or corrosion, wet or dry rot, or fungi or spores;
15. for bodily injury or property damage directly or indirectly, whole or in part, caused by, contributed to by, resulting from or arising out of any cyber act or any cyber incident. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the bodily injury or property damage;
16. against a Family Trust, Company or Estate, its Trustees and/or Beneficiaries, unless arising out of the ownership, use and maintenance of the premises defined in Section II.

Additional Agreement:

Electrical Authority and Electrical Generation, Transmission and Distribution Company

With respect to "Electrical Company(s) – Renewable Energy Equipment", that person(s) or organization(s) is added to your policy as an Additional Insured, but only with respect to liability arising out of your ownership, maintenance, or use of the Renewable Energy Equipment.

Lessor of Leased Renewable Energy Equipment

With respect to "Lessor – Renewable Energy Equipment", that person(s) or organization(s) is added to your policy as an Additional Insured, but only with respect to their liability arising out of the maintenance, operation, or use by you of the Renewable Energy Equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply to:

1. Any bodily injury or property damage which takes place after you cease to lease the Renewable Energy Equipment.
2. To bodily injury or property damage arising out of the sole negligence of the person(s) or organization(s) specified.
3. This additional insured shall not be entitled to protection under this policy if any other insurance applies to a loss or claim, or would have applied if this policy did not exist, whether that other insurance is primary or excess.

Conditions

1. Notwithstanding any other similar clause in this policy or any other policy, if any other insurance applies to a loss, or would have applied if this policy did not exist, this policy will be considered excess insurance and we will not pay any loss until the amount of such other insurance is used up.
2. Statutory Conditions Misrepresentation, Change of Interest, Material Change, Termination and Notice incorporated in this policy apply as conditions to all Coverages under Section II.
3. Only losses that occur within the policy term shown on the Certificate of Property Insurance will be covered under this policy. There will be no coverage for any loss that occurred or was in progress prior to the policy period inception date or after the policy period expiry date shown on the Certificate of Property Insurance.

Broad Condominium Policy

The policy consists of these wordings, the Certificate of Property Insurance which contains information that is unique to your insurance policy and other forms that may need to be attached to complete your package coverage. Together, these represent the legal contract of indemnity that exists between you and us. This policy contains various exclusions and limitations which eliminate or restrict coverage. Please read it carefully.

Insuring 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.

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

The Certificate of Property Insurance summarizes the Insurance coverage you have selected and the premiums, limits, amounts and deductibles that apply to them. Among other things, the Certificate of Property Insurance also identifies the policyholder, the policy term and any Endorsements that apply to your Insurance Coverage.

Only losses that occur within the policy term shown on the Certificate of Property Insurance will be covered under this policy. There will be no coverage for any loss that occurred or was in progress prior to the policy period inception date or after the policy period expiry date shown on the Certificate of Property Insurance.

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

If during the term of this policy we change the insurance of the kind provided by this policy to provide more coverage at no additional cost, you will automatically benefit from that change at no increase in premium.

This form consists of three sections:

Section I describes the insurance on your property. It also includes additional living expenses and/or fair rental value in certain circumstances.

Section II describes the insurance for your legal liability for bodily injury to others or damage to property of others arising out of your premises or your personal actions. It also includes benefits following injury and damage to property of others in certain other circumstances.

Section III describes the Optional Coverages you have purchased for an additional premium.

Section I – Definitions

"Actual Cash Value" means various factors shall be considered in the determination of actual cash value. Such factors shall include but are not 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 loss or damage, the resale value, the normal life expectancy of the property and obsolescence.

"Business or Business Pursuit" means any continuous, regular, or occasional activity of any kind undertaken for financial gain, and includes a trade, profession, or occupation. However, the following business uses by you are permitted without being stated on the Certificate of Property Insurance:

1. school, if not more than three students are under instruction at any one time;
2. babysitting or daycare, provided a license for such daycare or babysitting is not required by provincial by-law as per province shown on Certificate of Property Insurance;
3. storage of merchandise, providing the total value of such merchandise does not exceed \$2,500.

"Business Property" means property of any description related to a business pursuit conducted on the premises or elsewhere.

"Cash Cards" means cards designed to store a cash value by electronic means for use as a mode of payment, without a personal identification number and without direct access to a bank or other account.

"Civil Authority" means any person acting under the authority of 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.

"Collectible Personal Property" means property of rare, unique or novel personal interest, whether worn or not, or used by the Insured or not, such as, but not limited to, books, dolls, memorabilia, comic books, and sports cards.

"Computer system" means any computer, hardware, software, communications system, electronic device (including but not limited to smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any 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 and in Quebec the meeting of co-proprietors, established under Provincial Legislation.

"Cyber act" means an unauthorized, malicious, or criminal act or series of related unauthorized, malicious, or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any computer system. It also includes malware or similar mechanism.

"Cyber incident" means:

1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any computer system; or
2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any computer system.

Cyber incident includes malware or similar mechanism.

"Data" means information, facts, concepts, code, or any other information of any kind:

1. that is recorded or transmitted in a form to be used, accessed, processed, transmitted, or stored by a computer system including programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment; or
2. that is used for records, including but not limited to books of account, drawing or card index systems.

"Data Problem" means:

1. erasure, destruction, corruption, misappropriation, misinterpretation of data;
2. error in creating, amending, deleting or using data; or
3. inability to access, receive, transmit or use data

"Data Recovery" means services performed by a professional for the process of salvaging electronic data from damaged hard drive(s) installed in your personal computer.

"Data Recreation" means services performed by a professional to manually recreate electronic data stored on damaged hard drive(s) installed in your personal computer but does not include the value of electronic data even if such electronic data cannot be recreated.

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

"Dwelling" means the Building described in the Certificate of Property Insurance, wholly or partially occupied by you as a private residence.

"Electric Vehicle Supply Equipment (EVSE)" means an electric vehicle charging station that supplies recharging of plug-in private passenger electric vehicles and private passenger plug-in hybrid vehicles and, where required, has been installed by a qualified electrician and meets provincial installation requirements and is located on your premises.

"e-bike (electric bike)" means a power assisted bicycle that meets the federal and provincial definitions of a power assisted bicycle and is incapable of attaining speeds higher than 32 km/h on level ground.

"Flood" means 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.

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

Section I – Definitions

"Garden tractor" means a tractor of not more than 25hp used for cutting lawns, tilling gardens, and removing weeds. May also be used for snow removal. Does not include backhoes, front loaders, or similar equipment.

"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 the build-up of ice and water on the roof, or within the eaves trough and downspout system, caused by repeated thawing and freezing of ice and snow within the eaves trough and downspout system.

"Insured" means the Named Insured and, while living in the same household:

1. the Named Insured's spouse;
2. the relatives of either; and
3. any person under the age of 21 in their care.

In addition, a student who is enrolled in and actually attends a school, college, or university and who is dependent on the Named Insured or the Named Insured's spouse for support and maintenance is also insured even if temporarily residing away from the principal residence stated on the Certificate of Property Insurance.

Only the person(s) named on the Certificate of Property Insurance may take legal action against us.

"Intangible Assets" means intangible assets including but not limited to non-fungible tokens (NFTs), other blockchain-based assets, digital collectibles, or digital art.

"Malware or Similar Mechanism" means any program code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with, or otherwise adversely affect computer programs, data files or operations (whether involving self-replication or not), including but not limited to 'virus,' 'Trojan horses,' 'worms,' 'logic bombs' or 'denial of service attack.'

"Named Insured" means the person(s) named as Insured on the Certificate of Property Insurance

"Premises" means your unit, and includes:

1. detached private structures, garages, parking stalls, storage rooms or lockers; and
2. private approaches reserved for your use or occupancy only.

"Reasonable Care" means measures customarily taken by a homeowner to ensure, to the best of their ability, that heating has been and will continue to be maintained. These measures include, but are not limited to, arranging for a competent person to regularly check your dwelling, regularly monitoring the heat in your dwelling by way of a remote system, ensuring the heating system is operational and functioning prior to departure, ensuring all windows and doors are closed and secured, and ensuring the thermostat has been set to a temperature that is sufficient to prevent freezing of pipes.

"Renewable Energy Equipment" means permanently installed solar panels, wind turbines, rechargeable batteries, geothermal equipment, and their apparatus installed on your premises and, where required, which have been installed by a qualified electrician and meet provincial installation requirements, and are used for the generation, transmission, storage, or utilization of mechanical or electrical power, predominately for personal use, not otherwise insured.

"Residence Employee" means a person employed by you to perform duties in connection with the maintenance or use of the premises. This includes persons who perform household or domestic services or duties of a similar nature for you. This does not include contractors or sub-contractors. It also does not cover persons while performing duties in connection with your business.

"Secured Storage Facility" means, a building designed specifically for storage that is locked and has 24-hour security monitoring.

"Specified Perils"

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

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. a falling object which strikes the exterior of the building;
6. impact by aircraft, watercraft, or land vehicle;
7. riot;
8. vandalism or malicious acts, not including loss or damage caused by theft or attempted theft;
9. water damage meaning damage caused by:
 - a. the sudden and accidental escape of water from a watermain;
 - b. the sudden and accidental escape of water or steam from within a plumbing, heating, sprinkler, air conditioning system or 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. However, such damage is not covered when the escape of water is caused by freezing;
 - d. water which enters your dwelling through an opening which has been created suddenly and accidentally by a peril not otherwise excluded;
 - e. the backing up or escape of water from an eavestrough or down spout, or by ice damming, provided the water has not entered through a basement or foundation wall;
10. windstorm or hail, including loss or damage caused by weight of ice, snow, or sleet. This peril does not include loss or damage to your personal property within a building, caused by windstorm, hail or coincidental rain damage unless the storm first creates an opening in the building;
11. transportation meaning loss or damage to your personal property, caused by collision, upset, overturn, derailment, stranding or sinking of any motorized vehicle or attached trailer in which the insured property is being carried. This would also apply to any conveyance of a common carrier, but does not include loss or damage to property in a vacation or home trailer which you own. Watercraft, their furnishings, equipment, or motors are also not covered.

"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" means either of two persons who are married to each other or who have together entered into a marriage that is voidable or void, or either of two persons who are 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.

"Surface Waters" means water on the surface of the ground where water does not usually accumulate in ordinary watercourses, lakes, or ponds.

"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.

"Under Construction" means

1. For construction of a new dwelling building or detached private structure:

The period of time commencing from the date site preparation is initiated and continuing through, excavation, laying of foundations and the assembly of components, concluding when the dwelling building/detached private structure is completed and ready for occupancy.

2. For alterations or repairs to existing dwelling buildings or detached private structures:

Section I – Definitions

The period of time during any alterations or repairs involving;

- a. site preparation;
- b. demolition;
- c. laying of foundations;
- d. removal or weakening of any structural support; or
- e. the opening of an exterior wall or roof component that extends beyond 48 consecutive hours.

The period of construction commences from the date the alterations or repairs are initiated and continues until such time as all interior fixtures are installed with all exterior finishes and finished carpentry completed.

If the premises is unoccupied during the period of construction, the dwelling building or detached private structure is considered under construction until the occupants have taken up residency even if the alterations or repairs have been completed.

"Unit" means the condominium unit, strata lot or exclusive portion, described in the Condominium Declaration or Co-ownership Declaration and on the Certificate of Property Insurance, occupied by you as a private residence.

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

1. all occupants have moved out with no intention of returning and no new occupant has taken up residence; or
2. in the case of a newly constructed dwelling, no occupant has yet taken up residence.

"Virtual currency" means a digital representation of value that functions as, including but not limited to, a medium of exchange, a unit of account, and/or a store of value. It includes, but not limited to, digital currency, crypto currency, any other type of electronic currency, or on-line peer-to-peer mediums of exchange.

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

"We", "us" or "our" means the company providing this insurance.

"You" or "your" refers to the Insured.

Section I – Property Coverages

The amounts of insurance are shown on the Certificate of Property Insurance.

Coverage C – Personal Property

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

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

We do not insure loss or damage to:

- a. motorized vehicles or their equipment (except for lawn mowers, other gardening equipment, garden tractors, snow blowers, wheelchairs, scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability, electric personal mobility assistive devices, watercraft other than personal watercraft powered by a jet- pump propulsion system, e-bikes, and golf carts);
- b. camper units, truck caps, trailers, or their equipment;
- c. aircraft or their equipment, except for drones which are less than the federally regulated maximum weight permitted to be operated without valid licensing.

Equipment includes audio, visual, recording, or transmitting equipment powered by the electrical system of a motor vehicle or aircraft. It also includes automobile keys, automobile transponders, and frequency-operated keys. Equipment does not include spare automobile parts.

2. We insure your personal property while it is temporarily away from your premises, anywhere in the world. However, personal property normally kept at any other location you own, or rent is not insured.

If you wish, we will include uninsured personal property belonging to others while it is in your possession or belonging to a residence employee travelling for or with you.

Personal property stored in a secured storage facility is insured for a period of 30 days only, from the date the property was first store We will continue coverage beyond that period for the peril of theft only. The period of 30 days does not apply to personal property in storage as a result of a covered loss.

3. We insure the personal property of a student, who is insured by this policy but is temporarily residing away from home for the purpose of attending a school, college, or university, for an amount not exceeding \$10,000.
4. We insure the personal property of your spouse, your father or mother or your spouse's father or mother who are living in a nursing home or a home for the aged, but who are in your legal custody, for an amount not exceeding \$5,000.
5. We insure the personal property of physically or mentally challenged persons, who are legally in your custody, while residing in a facility designed for the care of such persons up to \$5,000.
6. Renewable Energy Equipment for an amount not exceeding \$100,000 in total.
7. Electric Vehicle Supply Equipment as defined and owned by you.

Extensions of Coverage

In addition your policy provides these Extensions of Coverage, subject to the terms and conditions of the policy.

Change of Temperature

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

Loss Assessment

We will pay an additional amount of up to 250% of the sum insured for Coverage C – Personal Property, as shown on the Certificate of Property Insurance, your share of any special assessment if:

1. the assessment is valid under the Condominium Corporation's governing rules; and
2. it is made necessary by a direct loss to the collectively owned condominium property caused by a peril not otherwise exclude

We will not pay more than \$25,000 for that part of an assessment made necessary by a deductible in the insurance policy of the Condominium Corporation.

Moving to Another Home

We insure your personal property while in transit to and at another location within Canada which is to be occupied by you as your residence. Coverage applies for 30 consecutive days commencing on the date personal property is removed from your principal residence, but not beyond the date the policy expires or is terminate This coverage does not increase the amounts of insurance.

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Outdoor Trees, Plants, Shrubs and Lawns

You may apply up to 5% in total of the amount of insurance on your personal property to trees, plants, shrubs, and lawns on your premises, other than cannabis plants. We will not pay more than \$1,000 for any one tree, plant or shrub including debris removal expenses. We will not pay more than \$1,000 for grass including debris removal expenses.

We insure these items against loss caused by fire, theft, lightning, explosion, impact by aircraft, watercraft or land vehicle, riot, vandalism, and malicious acts. We do not insure items or lawns grown for commercial purposes.

The deductible applies to this coverage.

Tear Out

If any unit improvements or betterments must be removed or 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 outdoor swimming pools or public water mains is not insured.

Unit Improvements and Betterments

We insure unit improvements and betterments made or acquired by you, for an additional amount of up to 100% of the sum insured for Coverage C – Personal Property as shown on the Certificate of Property Insurance, including:

1. any building or structure on the premises;
2. any swimming pool, sauna or hot tub, and the attached equipment of any of these, on the premises; and
3. materials and supplies on the premises for use in such improvements and betterments.

Unit Additional Protection

We insure your unit, excluding your improvements and betterments to it, for an additional amount of up to 250% of the sum insured for Coverage C – Personal Property, as shown on the Certificate of Property Insurance if the Condominium Corporation has no insurance, its insurance is inadequate, or it is not effective.

In addition, we insure the deductible portion of the Condominium Corporation's policy for the unit, whether the Condominium Corporation claims against its policy or not, where due to a statute, declaration, or by-law the unit owner is responsible to pay the deductible portion of the Condominium Corporation's policy. We will not pay more than \$25,000 unless shown otherwise on the Certificate of Property Insurance.

You cannot make a claim under both Unit Additional Protection and Loss Assessment.

Special Limits of Insurance

We insure:

1. Books, tools, and instruments pertaining to a business, profession, or occupation but only while on your premises for an amount up to \$7,500 in total, not otherwise insured. Other property used for business is not insured, including samples and goods held for sale.
2. Securities up to \$5,000 in total.
3. Money including cash cards or bullion, but not including virtual currency, up to \$500 in total.
4. Garden tractors and snow removal equipment including attachments and accessories up to \$10,000 in total.
5. Watercraft, their trailers, furnishings, equipment, accessories, and motors up to \$2,500 in total, but we do not insure personal watercraft powered by a jet-pump propulsion system.
6. Spare automobile parts up to \$250 for any one item, \$1,000 in total.
7. Animals, birds, or fish up to \$2,500 in total.
8. We insure your Personal Property while contained in a safety deposit box in a Bank or Trust Company, up to \$10,000 in total.
9. Golf carts up to \$5,000 in total.
10. Cannabis for personal use in all consumable forms and cannabis plants, except for medicinal use, up to \$500 in total.

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

11. Luggage, pet carriers, and handbags including, but not limited to, purses, wallets, totes, clutches, carrier bags, and other items of a similar nature, up to \$15,000 in total.
12. Jewellery, watches, gems, fur garments and garments trimmed with fur up to \$6,000 in total.
13. Numismatic property (such as coin collections) up to \$500 in total.
14. Manuscripts, stamps, and philatelic property, (such as stamp collections) up to \$2,000 in total.
15. Each bicycle, tricycle, unicycle or e-bike and its equipment and accessories up to \$1,000 each.
16. Collectible Personal Property up to \$5,000 per loss.
17. Golfing equipment and accessories, except golf carts, up to \$3,000 in total, while the golfing equipment is away from your premises.
18. Works of art, such as paintings, photographs, drawings etchings, prints and lithographs, including their frames, sculptures, statuary and antiques, and hand-made rugs and tapestries up to \$15,000 per item and up to a maximum of 15% of Coverage C as shown on the Certificate of Property Insurance for all items.
19. We insure your wine or spirits on the premises, for replacement cost against all risk of direct physical loss or damage subject to the terms and conditions of this form, for an amount up to a maximum of 10% of Coverage C as shown on the Certificate of Property Insurance. Such property is also covered while away from the premises for an amount up to a maximum of 1% of Coverage C as shown on the Certificate of Property Insurance, but this limit of insurance does not apply when the wine is stored in the cellars of a wine club or similar location.

Coverage D – Additional Living Expense

The amount of insurance for Coverage D 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.

1. **Additional Living Expense.** If as a result of damage by a peril not otherwise excluded the dwelling or your unit is unfit for occupancy, or you have to move out while repairs are being made, we insure any necessary increase in living expenses, including moving expenses incurred by you, so that your household can maintain its normal standard of living. Payment shall be for the reasonable time required to repair or rebuild your unit or, if you permanently relocate, the reasonable time required for your household to settle elsewhere.
2. **Fair Rental Value.** If a peril not otherwise excluded makes the dwelling or that part of the unit rented to others or held for rental by you unfit for occupancy, we insure its Fair Rental Value. Payment shall be for the reasonable time required to repair or replace that part of the unit rented or held for rental. Fair Rental Value shall not include any expense that does not continue while that part of the unit rented or held for rental is unfit for occupancy.
3. **Prohibited Access.** If a civil authority prohibits access to the dwelling or your unit:
 - a. as a direct result of damage to neighbouring premises by a peril not otherwise excluded under this form, we insure any resulting Additional Living Expense and Fair Rental Value loss for a period not exceeding 2 weeks; or

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- b. by order for mass evacuation as a direct result of a sudden and accidental event within Canada or the United States of America, we insure any resulting necessary and reasonable increase in living expense to a maximum of \$2,500 incurred by you for the period access is prohibited, not exceeding 30 days from the date of the order of evacuation. This coverage for mass evacuation is not subject to a deductible.

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

- i. flood;
- ii. earthquake, unless the earthquake peril has been added to this policy by endorsement;
- iii. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military power;
- iv. Terrorism or 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 such loss or damage;
- v. 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;
- vi. contamination by radioactive material.
- vii. any communicable disease;
- viii. any cyber act

This coverage does not increase the amounts of Insurance for Coverage D, Additional Living Expense.

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

Special Coverage Features

In addition to the insurance provided by the Property Coverages, your policy provides these Special Coverage Features, subject to the terms and conditions set out.

Credit Card, Automated Teller Card, Forgery and Counterfeit Money Coverage

We will pay for:

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

We do not cover loss caused by the use of your credit card or automated teller card by a resident of your household or by a person to whom the card has been entrusted.

We do not cover any loss resulting from your, or anyone acting on your authority, being induced by any dishonest act to voluntarily part with title to or possession of any money or property, including but not limited to, any loss resulting from a social engineering event.

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

This Coverage Feature is not subject to a deductible.

Damage to Unit

You may apply up to \$500 of your Personal Property insurance to pay for damage, not including fire damage:

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

The deductible applies to this Coverage Feature.

Debris Removal

We will pay the cost of removing from your premises the debris of property insured which results from loss or damage insured by this form.

If the amount payable for loss, including expense for debris removal, is greater than the amount of insurance an additional 5% of that amount will be available to cover debris removal expense.

The deductible applies to this Coverage Feature.

Fire Department Charges

We will reimburse you for fire department charges incurred for attending your premises to save or protect insured property from loss or damage or further loss or damage, insured against by this form.

This Coverage Feature is not subject to a deductible.

Frozen Food Protection

We will pay for loss or damage to food while contained in a freezer located on your premises caused by the accidental interruption of electrical power on or off the premises or by mechanical breakdown of the freezer. This coverage includes damage to the freezer when it is due to the insured food spoilage and also reasonable expenses incurred by you to save and preserve the food from spoilage while your freezer is being repaired.

We do not insure:

1. loss from spoilage caused by the operation of an electrical circuit breaker or fuse or by accidental or intentional disconnection of the power supply in the building containing the freezer;
2. expenses incurred in the acquisition of frozen food.

This Coverage Feature is not subject to a deductible.

Inflation Guard

We will increase the limits of insurance stated on the Certificate of Property Insurance for Coverages C and D by amounts which are solely attributable to the inflation increase since the inception date of this policy, the latest renewal or anniversary date or from the date of the most recent change to the amounts of insurance shown on the Certificate of Property Insurance, whichever is the latest.

On renewal or anniversary date, we will automatically increase the amounts of insurance shown on the Certificate of Property Insurance under Section I by amounts which are solely attributable to the inflation increase since the inception date of this policy or the latest renewal or anniversary date.

Lock Replacement

If your exterior door keys are lost or stolen, your policy provides up to \$500 to re-key your locks or to replace them if it is not possible to re-key them. You must notify us within 72 hours of the discovery of the keys being lost or stolen.

This Coverage Feature is not subject to a deductible.

Mortgage Rate Protector

Should your unit be rendered a total loss by a peril not otherwise excluded your mortgagor may have the right to call in your mortgage loan, making it necessary for you to arrange a new loan. If your new mortgage loan bears a higher rate of interest than the old one, we will pay:

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1. the extra cost of your loan repayments on the balance of your outstanding mortgage, calculated as the difference between the old and the new payment amounts, each month until the maturity date of the original mortgage agreement; and
2. legal fees you incurred to obtain the new mortgage, but we will not pay for other costs such as judgments or service charges.

The payments provided by this Feature:

- a. are in addition to the amount of insurance shown for Coverage C on the Certificate of Property Insurance; and
- b. will cease on the date you relinquish title to or your interest in your unit.

Where found in this Feature, the words "total loss" means that the total cost of insured loss or damage equals or exceeds the amount shown for Coverage C on the Certificate of Property Insurance.

This Coverage Feature is not subject to a deductible.

Personal Records Stored in a Personal Computer

We will pay for data recovery of personal records lost because of a peril not otherwise exclude to the extent that data recovery of personal records is not possible, we will pay for data recreation. Virtual currency, intangible assets and data pertaining to business or business pursuits are not covered.

Coverage under this feature is limited to a maximum of \$3,000. The deductible applies to this Coverage Feature.

Property Removed

If you must remove insured property from your premises to protect it from loss or damage that is covered by this policy, it is insured by this form for 90 consecutive 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 insured property at the time of loss.

The deductible applies to this Coverage Feature.

Reward Coverage

We will pay up to \$1,000 to any individual or organization for information leading to the arrest and conviction of any person(s) who robs from any person insured under this policy or steals, vandalizes, burglarizes, or commits arson to any insured property. Regardless of the number of persons providing information, payment will not exceed \$1,000 in total.

This Coverage Feature is not subject to a deductible.

Notice to Authorities

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

Insured Perils – Coverage C

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

1. Fire or lightning.
2. Explosion. This peril does not include water hammer.
3. Smoke. This peril means smoke due to a sudden, unusual 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 a building Impact by aircraft, watercraft or land vehicle. Animals are not insured under this peril.
5. Impact by aircraft, watercraft or land vehicle. Animals are not insured under this peril.
6. Riot.
7. Vandalism and malicious acts. This peril does not include loss or damage caused by theft or attempted theft.
8. Water damage. This peril means loss or damage caused by water as defined in Specified Perils.
9. Windstorm or hail. This peril does not include loss or damage to your personal property within a building, caused by windstorm, hail or coincidental rain damage unless the storm first creates an opening in the building.

Except as provided under Insured Peril "Building collapse", this peril does not include loss or damage due to:

- a. weight, pressure or melting of ice or snow; or
 - b. waves or floods; whether driven by wind or not.
10. Burglary. We will pay up to \$1000 for damage to your dwelling caused by burglary, or attempted burglary. We will not pay for loss or damage to glass. This peril means damage to your premises, caused during the theft or attempted theft of property from within the premises, following illegal and forcible entry and exit, leaving visible marks at the point of forced entry or exit.
This peril does not include loss or damage:
 - a. to animals, birds or fish;
 - b. occurring while the dwelling is under construction or vacant, even if permission for construction or vacancy has been given by us.
 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. from the part of the unit rented to others caused by theft or attempted theft by any tenant, tenant's guest, tenant's employee or member of the tenant's household;
 - c. to animals, birds or fish.
 12. Building collapse. This peril means loss or damage arising from the collapse of part or all of your unit building, including collapse caused by the weight of ice, snow or sleet.
This peril does not include loss or damage resulting from building collapse caused by:
 - a. settling, expansion, contraction, moving, bulging, buckling or cracking; or
 - b. flood, surface water, spray, storm surge, waves, tides, tidal waves, ice or water-borne objects, whether driven by wind or not.
 13. Electricity. This peril means sudden and accidental damage from artificially generated electrical current.
 14. Fuel oil escape. This peril means damage to your personal property from fuel oil caused by the bursting or overflowing of a domestic fixed fuel oil tank, apparatus or pipes.

Exclusions – Section I

Property not insured:

1. buildings or structures used in whole or in part for business or farming purposes;
2. retaining walls, unless the damage is caused by fire, lightning, impact by watercraft, land vehicle or aircraft, vandalism, and malicious acts;
3. sporting equipment where the loss or damage is due to its use;

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4. animals, birds, or fish unless the loss or damage is caused by a Specified Peril, other than impact by aircraft, watercraft, or land vehicle;
5. property at any fairground, exhibition, or exposition for the purpose of exhibition or sale;
6. any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
7. any property illegally acquired, used, kept, stored, imported, or transported or any property subject to forfeiture;
8. evidences of debt or title.
9. loss or damage to wine or spirits directly or indirectly caused by
 - a. breakage
 - b. spoilage
10. virtual currency;
11. intangible assets;
12. buildings or structures or personal property contained in them, 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, except as allowed by law.

Loss or damage not insured:

13. wear and tear, deterioration, defect, or mechanical breakdown;
 14. inherent vice or latent defect;
 15. the cost of making good:
 - a. faulty or improper material;
 - b. faulty or improper workmanship; or
 - c. faulty or improper design.
- This exclusion does not apply to loss or damage caused directly by a resultant peril not otherwise excluded in this form.

16. a. data; or
 - b. loss or damage caused directly or indirectly by a data problem. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage except you are still insured for ensuing loss or damage caused directly by fire, explosion, smoke, or water damage, all as described Specified Perils.
17. loss involving virtual currency or intangible assets of any kind, by whatever name known, whether actual or fictitious.

Nor do we insure loss or damage:

18. caused by rust or corrosion, wet or dry rot, or fungi or spores;
19. resulting directly from settling, expansion, contraction, moving, bulging, buckling, or cracking except resulting damage to building glass;
20. occurring after your unit has, to your knowledge, been vacant for more than 30 consecutive days;
21. caused directly or indirectly by:
 - a. 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 coal, natural or manufactured gas; or
 - b. contamination by radioactive material;

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.
22. caused directly or indirectly by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.
23. 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". This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable, or contrary to statute, the remainder shall remain in full force and effect. This exclusion does not apply to ensuing loss or damage which directly results from fire or explosion of natural, coal or manufactured gas;
24. resulting from an intentional or criminal act or failure to act by:
 - a. any person insured by this policy;
 - b. any other person at the direction of any person insured by this policy; or
 - c. any tenant, tenants' guests, boarder or employee, or any member of the tenants' household;
 - (1) This exclusion applies only to the claim of a person:
 - i. whose act or omission caused the 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 loss or damage.
 - (2) A 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,
 - a. by submitting to an examination under oath, if requested by us
 - b. 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
 - c. by permitting extracts and copies of such documents to be made, all at reasonable place and time designated by us.
 - ii. cannot recover more than their proportionate interest in the lost or damage property.
25. arising directly or indirectly from the growing, manufacturing, processing, storing, possession, or distribution by anyone of any drug, narcotic or illegal substances or items of any kind. This includes any alteration of the premises to facilitate such activity, whether or not you have any knowledge of such activity. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
26. to personal property undergoing any process involving the application of heat, or while being worked on, where the damage results from such process or work, but resulting damage to other property is insured;
27. caused by animals owned by you or in your care, custody, or control;
28. caused by birds, vermin, skunks, rodents, (other than raccoons and squirrels), bats or insects, except loss or damage to building glass;
29. caused by smoke from agricultural smudging or industrial operations;

Section I – Property Coverages

30. caused directly or indirectly by snowslide, earthquake, landslide, mudflow, or any other earth movement. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage except you are still insured for ensuing loss or damage which directly results from fire or explosion;
31. caused by vandalism or malicious acts or glass breakage occurring while your unit is under construction or vacant even if permission for construction or vacancy has been given by us;
32. resulting from a change in ownership of property that is agreed to even if that change was brought about by trickery or fraud;
33. caused by or resulting from contamination or pollution, or the release, discharge or dispersal of contaminants or pollutants, unless the loss or damage resulted from the sudden and accidental bursting or overflowing of your domestic fixed fuel oil tank, apparatus, or pipes;
We do not insure loss or damage:
 - a. to sewers;
 - b. caused by continuous or repeated leakage or seepage;
 - c. occurring while the unit is under construction or vacant, even if we have given permission for construction or vacancy.
34. caused by theft or attempted theft of property in or from a unit under construction, or of materials and supplies for use in the construction, until the unit is completed and ready to be occupied;
35. to an outdoor hot tub, outdoor swimming pool or equipment attached to a public water- main, caused by water escape, rupture or freezing;
36. caused directly or indirectly by continuous or repeated seepage or leakage of water. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
37. caused directly or indirectly by flood, surface water, spray, storm surge, ice, or waterborne objects, all whether driven by wind or not. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, unless the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached;
38. caused directly or indirectly by water except as defined in Specified Perils;
but we do not insure loss or damage:
 - a. caused by the backing up or escape of water from a sewer, sump or septic tank, retention tank, French drain, or water leader;
 - b. caused by ground water or rising of the water table;
 - c. caused by surface waters;
 - d. to a watermain;
 - e. to a system or domestic water container from which the water escaped;
 - f. caused by shoreline ice build-up or by water-borne ice or other objects, all whether driven by wind or not;
 - g. occurring while the building is under construction or vacant even if we have given permission for construction or vacancy;
 - h. caused by freezing during the usual heating season:
 - i. within a heated portion of your dwelling, if you have been away from your premises 8 or more consecutive days; but you will still be insured if:
 - a. you used reasonable care to maintain heat in the building; or
 - b. shut off and drained the water system and domestic water containers;
 - ii. within an unheated portion of your unit.

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.
39. or expenses, caused directly or indirectly, in whole or in part by any communicable disease regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, or expenses;
40. directly or indirectly caused by, contributed to by, resulting from or arising out of any cyber act or any cyber incident. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage except you are still insured for ensuing loss or damage caused directly by fire, explosion, smoke, or water damage all as described in Specified Perils, and theft or attempted theft of property when such property is not otherwise excluded.

Basis of Claim Payment

We will pay for insured loss of or damage to the unit and detached private structures and personal property as described below up to your financial interest in the property, but not exceeding the applicable amount(s) of insurance for any loss or damage arising out of any one occurrence.

Amounts Not Reduced

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

Actual Cash Value

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

Deductible

We are responsible only for the amount by which the loss or damage covered by this policy of insurance exceeds the amount of the deductible shown on the Certificate of Property Insurance in any one occurrence.

If your claim involves personal property on which the Special Limits of Insurance apply, the limitations apply to losses exceeding the deductible amount.

Increased Cost of Repair or Replacement

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

Insurance Under More Than One Policy

If you have insurance on specifically described property, this policy will be considered excess insurance and we will not pay any loss or claim until the amount of such other insurance is used up.

In all other cases, we will pay our rateable proportion of the loss or claim under this policy.

Personal Property

1. For electronic media we will pay the cost of reproduction 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, or the value of electronic media if such electronic media cannot be recreated.
2. For other records, including books of account, drawings, or card index systems, we will pay the cost of blank books, pages, cards, or other materials plus the cost of actually transcribing or copying the records.
3. We will pay on the basis of replacement cost for all other personal property except:

Section I – Property Coverages

- a. articles that cannot be replaced with new articles because of their inherent nature, including antiques, fine arts, paintings, and statuary;
- b. articles for which their age or history substantially contributes to their value, such as memorabilia, souvenirs, and collectors' items;
- c. property that has not been maintained in good or workable condition;
- d. property that is no longer used for its original purpose; for which we will pay only on the basis of actual cash value.

Replacement cost means the cost, on the date of the loss or damage, of the lower of:

1. repairing the property with materials of similar kind and quality; or
2. new articles of similar kind, quality, and usefulness; without any deduction for depreciation.

We will pay on the basis of replacement cost only if the property lost or damaged is repaired or replaced as soon as reasonably possible. Otherwise, we will pay on the basis of actual cash value.

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

For personal property described under "Special Limits of Insurance" we will not pay more than the applicable limit under either the replacement cost or actual cash value basis.

Unit Additional Protection, and Unit Improvements and Betterments

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

If loss or damage is not replaced or repaired, we will pay the actual cash value of the loss or damage at the date of the occurrence.

Additional Agreement

Property of Others

At the option of the Insurer, any loss may be paid to the Named Insured or adjusted with and paid to the owner of the Renewable Energy Equipment. For leased or rented Renewable Energy Equipment, notwithstanding any payment made by us to the owner of such equipment, the insured's right to dispute resolution available under any condition of this policy or applicable insurance legislation is unaffected.

Conditions

The following conditions apply to the coverage provided by Section I of this policy.

Pair and Set

In the case of loss or damage to any article(s) which is (are) part of a set the measure of loss of or damage to such article(s) will be a reasonable and fair proportion of the total value of the set, but in no event will such loss or damage be construed to mean total loss of the set.

Parts

In the case of loss or damage to any part of the insured property 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.

Permissions Granted

You have our permission under the terms and conditions of this policy to:

1. make alterations, additions, and repairs to the unit that you occupy. (You may, however, need to request an increase in your Limits of Insurance.)
2. store and use reasonable and normal quantities of fuel oil, gasoline, benzene, naphtha, or other similar materials.

Statutory Conditions

All of the conditions set out under the title Statutory Conditions apply with respect to all of the perils insured under Section I except that these conditions may be modified or supplemented by the provisions of the said Section I or by forms or endorsements which modify Section I

Subrogation

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

If such action on our part does not fully indemnify both you and us, the amount that we recover will be divided between you and us in the proportions in which the loss or damage has been borne by each of us, respectively. The amounts so available for distribution shall be net of the costs of effecting the recovery.

Section II – Definitions

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

"Business or Business Pursuit" means any continuous, regular, or occasional activity of any kind undertaken for financial gain, and includes a trade, profession, or occupation. However, the following business uses by you are permitted without being stated on the Certificate of Property Insurance:

1. school, if not more than three students are under instruction at any one time;
2. babysitting or daycare, provided a license for such daycare or babysitting is not required by provincial by-law as per the province shown on the Certificate of Property Insurance.

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

"Computer system" in this Section has the same meaning as in Section I.

"Cyber act" in this Section has the same meaning as in Section I.

"Cyber incident" in this Section has the same meaning as in Section I.

"Dwelling" in this Section has the same meaning as in Section I.

"Electric Vehicle Supply Equipment (EVSE)" in this Section has the same meaning as in Section I.

"Insured" in this Section has the same meanings as in Section I. In addition, we will insure:

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

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

"Malware or Similar Mechanism" in this Section has the same meaning as in Section I.

"Named Insured" in this Section has the same meaning as in Section I.

"Premises" means all premises where the Named Insured or the Named Insured's spouse, maintains a residence, including seasonal and other residences, provided such premises are specifically described on the Certificate of Property Insurance. It also includes:

1. premises where you are residing temporarily or which you are using temporarily, as long as you are not:
 - a. the owner of the premises;
 - b. the lessee or tenant of the premises under any agreement which is longer than 90 consecutive days except for student's premises described in item 6 below;
 - c. the lessee or renter of a hall or similar entertainment venue used for social events, such as weddings, parties, etc.
2. 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. 30 consecutive days;
 - b. the date the policy expires or is terminated;
 - c. the date upon which specific liability insurance is arranged for such premises;
3. individual or family cemetery plots or burial vaults;
4. vacant land in Canada you own or rent, other than farmland;
5. land in Canada where an independent contractor is building a one, two or three-family residence to be occupied by you.
6. premises in Canada where a student insured by this policy temporarily resides while attending school.

"Property Damage" means:

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

Tangible property does not include electronic data.

"Renewable Energy Equipment" means permanently installed solar panels, wind turbines, rechargeable batteries, geothermal equipment, and their apparatus installed on the land within the lot lines on which the dwelling building is situated and, where required, which have been installed by a qualified electrician and meet provincial installation requirements, and are used for the generation, transmission, storage, or utilization of mechanical or electrical power, predominately for personal use, not otherwise insured.

"Residence Employee" in this Section has the same meaning as "Residence Employee" in Section I.

"You" or **"your"** in this Section refer to the Insuree

"We" or **"us"** in this Section have the same meanings as in Section I.

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

Section II – Insurance of Your Liability To Others

Coverages

This insurance applies to accidents or occurrences which take place during the period this policy is in force;

Coverage E – Your Personal Liability Protection

This is the part of the policy you look to for protection if you are sued.

We will pay all sums which you become legally liable to pay as compensatory damages because of unintentional bodily injury or property damage arising out of:

1. your personal actions anywhere in the world;
2. your ownership, use or occupancy of the premises defined in Section II.

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

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

We do not insure claims made against you arising from:

1. liability you have assumed by contract unless your legal liability would have applied even if no contract had been in force, but we do insure claims made against you for the legal liability of other persons in relation to your premises that you have assumed under a written contract;

Section II – Insurance of Your Liability To Others

2. damage to property owned by an insured;
3. damage to property used, occupied, leased, or rented by or in the care, custody, or control of an Insured, except for unintentional property damage to premises owned by others, or their contents, which you are using, renting or have in your custody or control caused by fire, explosion, water damage or smoke. This 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. Water Damage has the same meaning as in Section I;
4. damage to personal property or fixtures as a result of work done on them by you or anyone on your behalf;
5. bodily injury to you or to any person residing in your household other than a residence employee;
6. the personal actions of a named insured who does not reside on the premises described on the Certificate of Property Insurance;
7. liability arising out of premises, other than as herein before defined.

There are other exclusions that apply to all Coverages under Section II. Please refer to "Exclusions - Section II".

Defence, Settlement Supplementary Payments

If a claim is made against you 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 if we decide this is appropriate. We will pay only for the legal counsel we select.

We will also 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 limit 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 limit of insurance, but we are not obligated to apply for or provide these bonds;
5. expenses which you have incurred for emergency medical or surgical treatment to others following an accident or occurrence insured by this form;
6. reasonable expenses, including actual loss of income up to \$100 per day, which you incur at our request.

Action Against Us

No suit may be brought against us:

1. until you have fully complied with all the terms of this Coverage, nor until the amount of your obligation to pay has been finally determined, either by a judgment against you or by an agreement which has our consent;
2. more than one year (two years in the Yukon Territories and the Provinces of Ontario and Manitoba) 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.

Unauthorized Settlements

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

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.

The amount of insurance shown on the Certificate of Property Insurance is the maximum amount we will pay for each person in respect of one accident or occurrence.

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. medical expenses of any person that arise from the construction or renovation activities being performed on your dwelling or detached private structure.

There are other exclusions that apply to all Coverages under Section II. Please refer to "Exclusions - Section II".

Notice of Accident or Occurrence

1. When an accident or occurrence takes place, you must promptly give us notice (in writing if required). The notice must include:
 - a. your name and policy number;
 - b. the time, place, and circumstances of the accident;
 - c. the names and addresses of witnesses and potential claimants.
2. If requested by us, you must arrange for the injured person(s) to:
 - a. give us written proof of claim as soon as possible, under oath if required;
 - b. submit to physical examination at our expense by doctors we select as often as we may reasonably require;
 - c. authorize us to obtain medical and other records.

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

No suit may be brought against us until you have fully complied with all the terms of this Coverage.

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 an Insured, 12 years of age or under.

We do not insure:

1. damage to property owned or rented by an insured or an insured's tenant;
2. damage to property which is insured under Section I;
3. claims resulting from the loss of use, disappearance, or theft of property;
4. damage to property occurring on the premises arising from the construction or renovation activities being performed on your dwelling or detached private structure.

There are other exclusions that apply to all Coverages under Section II. Please refer to "Exclusions - Section II".

Basis of Payment

We will pay whichever is the lower amount of:

1. what it would cost to repair or replace the property with materials of similar quality at the time of loss;
2. the amount of insurance shown on the Certificate of Property Insurance.

Section II – Insurance of Your Liability To Others

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.

1. You must give us a written proof of claim as soon as possible, under oath if required, containing the following information:
 - a. the date, time, place and circumstances of the accident or occurrence;
 - b. the interest of all persons in the property affected.
2. If requested by us, you must help us to verify the damage.

No suit may be brought against us until:

1. you have fully complied with all the terms of this Coverage;
2. 60 days after the written proof of claim has been filed with us.

Coverage H - Voluntary Compensation for Residence Employees

This coverage is automatically provided for all your occasional residence employees. It will be extended to your permanent residence employees if so, stated on the Certificate of Property Insurance.

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

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

A residence employee or anyone acting on their 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.

1. When an accident occurs, you must promptly give us notice (in writing if requested by us). 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.

We will not pay benefits:

1. unless your employee was actually performing duties for you when the accident happened;
2. for any hernia injury;
3. for injury occurring on the premises arising from the construction or renovation activities being performed on your dwelling or detached private structure.

Schedule of Benefits

1. Loss of Life

If your residence employee dies from injuries received in the accident within the following 26 weeks, we will pay a total of 100 times the weekly indemnity to those wholly dependent upon him or her. If there is more than one dependent the amount will be divided equally among them. This payment is in addition to any benefit for Temporary Total Disability paid up to the date of death.

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 7 days unless the disability lasts for 6 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 100 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 100 weeks in total even if the accident results in loss from more than one item.

For Loss of	Number of Weeks
A. One or more of the following:	
Hand	100
Arm	100
Foot	100
Leg	100
B. One finger or toe or	25
More than one finger or toe	50
C. One eye or	50
Both eyes	100
D. Hearing of one ear or	25
Hearing of both ears	100

5. Medical Expenses

If as a result of the accident your residence employee incurs medical expenses 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.

Section II – Insurance of Your Liability To Others

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.

Loss Assessment Coverage (Condominium Unit Owner)

We will pay for your share of special assessments if:

- a. the assessment(s) are valid under the Condominium Corporation's governing rules; and
- b. the assessment(s) are made necessary by occurrence(s) to which this Section of the policy applies.

We will not pay more than \$25,000 for that part of an assessment made necessary by a deductible in the insurance policy of the Condominium Corporation.

Special Limitations

Watercraft and Motorized Vehicles

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

1. watercraft, including their attachments, equipped with any type of motor of not more than 38 kW (50 H.P.), other than personal watercraft powered by a jet-pump propulsion system;
Any other watercraft is insured only if liability coverage for it is shown on the Certificate of Property Insurance. If the watercraft or motor with which it is equipped, other than personal watercraft powered by a jet-pump propulsion system, is acquired after the effective date of this policy, you will be insured automatically for a period of 30 days only from the date of acquisition, or until expiry of the policy, whichever comes first;
2. non-motorized watercraft, including their attachments, not more than 8 metres (26 feet) in length;
3. self-propelled lawn mowers, snow blowers, garden tractors of not more than 19 kW (25 H.P.);
4. motorized golf carts while in use on a golf course;
5. motorized wheelchairs, including motorized scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability;
6. e-bikes.

Watercraft and Motorized Vehicles You Do Not Own

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

1. watercraft, of any type, you do not own;
2. any self-propelled land vehicle, amphibious vehicle, or air cushion vehicle, provided that the vehicle is not subject to vehicle registration and is designed primarily for recreational use off public roads;

provided that the motorized vehicle or watercraft is not owned by any person insured by this policy.

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

1. used for carrying passengers for compensation;
2. used for business purposes;
3. used in any race or speed test;
4. rented to others;
5. being used or operated without the owner's consent if you are not the owner.

Trailers

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

Business and Business Property

We insure you against claims arising out of:

1. your personal actions during the course of your trade, profession or occupation which are not related directly to your trade, profession, or occupation;
2. the temporary or part-time business pursuits of an insured person under the age of 21 years;
3. the rental of your residence to others for no more than 30 days during a single policy term;
4. rental to others of a one or two-family dwelling usually occupied in part by you as a residence, provided no family unit includes more than 2 roomers or boarders;
5. the rental to others, or holding for rent, of not more than 3 car spaces or stalls in garages or stables;
6. the rental of space in your residence to others for incidental office, school, or studio occupancy.
7. Renewable Energy Equipment.

Claims arising from any other business pursuit or operation are insured only if liability coverage for it is shown on the Certificate of Property Insurance.

Exclusions - Section II

We do not insure claims:

1. caused directly or indirectly by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
2. 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. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable, or contrary to statute, the remainder shall remain in full force and effect. This exclusion does not apply to ensuing loss or damage which directly results from fire or explosion of natural, coal or manufactured gas;
3. arising from:
 - a. 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 coal, natural or manufactured gas; or
 - b. contamination by radioactive material;
4. arising from business pursuits or any business use of the premises except as provided under "business and business property" in Section II or specified on the Certificate of Property Insurance;
5. arising from the rendering or failure to render any professional service;
6. arising from bodily injury or property damage caused by any intentional or criminal act or failure to act by:
 - a. any person insured by this policy; or
 - b. any other person at the direction of any person insured by this policy;

Section II – Insurance of Your Liability To Others

7. arising from the ownership, use or operation of:
 - a. any drone while being operated in an official race or speed test, or drones which exceed the federally regulated maximum weight permitted to be operated without valid licensing;
 - b. any other aircraft;
 - c. premises used as an airport or landing facility; and all activities related to either;
8. arising from the ownership, use or operation of any watercraft, motorized vehicle, or trailer except as provided under "watercraft and motorized vehicles" and "trailers" in Section II;
9. arising from any communicable disease;
10. arising from:
 - a. sexual, physical, psychological, or emotional abuse, molestation, or harassment, including corporal punishment by, at the direction of, or with the knowledge of any person insured by this policy; or
 - b. failure of any person insured by this policy to take steps to prevent sexual, physical, psychological, or emotional abuse, molestation or harassment or corporal punishment;
11. arising from the distribution or display of data via a website, the internet, intranet or similar device or system designed or intended for electronic communication of data;
12. arising from liability imposed upon or assumed by you under any workers' compensation statute;
13. for punitive or exemplary damages, meaning that part of any award by a court which is in excess of compensatory damages and is stated or intended to be a punishment to you;
14. caused by rust or corrosion, wet or dry rot, or fungi or spores;
15. for bodily injury or property damage directly or indirectly, whole or in part, caused by, contributed to by, resulting from or arising out of any cyber act or any cyber incident. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the bodily injury or property damage;
16. against a Family Trust, Company or Estate, its Trustees and/or Beneficiaries, unless arising out of the ownership, use and maintenance of the premises defined in Section II.

Additional Agreement:

Electrical Authority and Electrical Generation, Transmission and Distribution Company

With respect to "Electrical Company(s) – Renewable Energy Equipment", that person(s) or organization(s) is added to your policy as an Additional Insured, but only with respect to liability arising out of your ownership, maintenance, or use of the Renewable Energy Equipment.

Lessor of Leased Renewable Energy Equipment

With respect to "Lessor – Renewable Energy Equipment", that person(s) or organization(s) is added to your policy as an Additional Insured, but only with respect to their liability arising out of the maintenance, operation, or use by you of the Renewable Energy Equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply to:

1. Any bodily injury or property damage which takes place after you cease to lease the Renewable Energy Equipment.
2. To bodily injury or property damage arising out of the sole negligence of the person(s) or organization(s) specified.
3. This additional insured shall not be entitled to protection under this policy if any other insurance applies to a loss or claim, or would have applied if this policy did not exist, whether that other insurance is primary or excess.

Conditions

1. Notwithstanding any other similar clause in this policy or any other policy, if any other insurance applies to a loss, or would have applied if this policy did not exist, this policy will be considered excess insurance and we will not pay any loss until the amount of such other insurance is used up.
2. Statutory Conditions Misrepresentation, Change of Interest, Material Change, Termination and Notice incorporated in this policy apply as conditions to all Coverages under Section II.
3. Only losses that occur within the policy term shown on the Certificate of Property Insurance will be covered under this policy. There will be no coverage for any loss that occurred or was in progress prior to the policy period inception date or after the policy period expiry date shown on the Certificate of Property Insurance.

Broad Seasonal Condominium Policy

The policy consists of these wordings, the Certificate of Property Insurance which contains information that is unique to your insurance policy and other forms that may need to be attached to complete your package coverage. Together, these represent the legal contract of indemnity that exists between you and us. This policy contains various exclusions and limitations which eliminate or restrict coverage. Please read it carefully.

Insuring 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.

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

The Certificate of Property Insurance summarizes the Insurance coverage you have selected and the premiums, limits, amounts and deductibles that apply to them. Among other things, the Certificate of Property Insurance also identifies the policyholder, the policy term and any Endorsements that apply to your Insurance Coverage.

Only losses that occur within the policy term shown on the Certificate of Property Insurance will be covered under this policy. There will be no coverage for any loss that occurred or was in progress prior to the policy period inception date or after the policy period expiry date shown on the Certificate of Property Insurance.

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

If during the term of this policy we change the insurance of the kind provided by this policy to provide more coverage at no additional cost, you will automatically benefit from that change at no increase in premium.

This form consists of three sections:

Section I describes the insurance on your property. It also includes additional living expenses and/or fair rental value in certain circumstances.

Section II describes the insurance for your legal liability for bodily injury to others or damage to property of others arising out of your premises. It also includes benefits following injury and damage to property of others in certain other circumstances.

Section III describes the Optional Coverages you have purchased for an additional premium.

Section I – Definitions

"Actual Cash Value" means various factors shall be considered in the determination of actual cash value. Such factors shall include but are not 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 loss or damage, the resale value, the normal life expectancy of the property and obsolescence.

"Business or Business Pursuit" means any continuous, regular, or occasional activity of any kind undertaken for financial gain, and includes a trade, profession, or occupation. However, the following business uses by you are permitted without being stated on the Certificate of Property Insurance:

1. The rental of your residence to others for no more than 30 days during a single policy term;

"Business Property" means property of any description related to a business pursuit conducted on the premises or elsewhere.

"Cash Cards" means cards designed to store a cash value by electronic means for use as a mode of payment, without a personal identification number and without direct access to a bank or other account.

"Civil Authority" means any person acting under the authority of 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.

"Collectible Personal Property" means property of rare, unique or novel personal interest, whether worn or not, or used by the Insured or not, such as, but not limited to, books, dolls, memorabilia, comic books, and sports cards.

"Computer system" means any computer, hardware, software, communications system, electronic device (including but not limited to smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any 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 and in Quebec the meeting of co-proprietors, established under Provincial Legislation.

"Cyber act" means an unauthorized, malicious, or criminal act or series of related unauthorized, malicious, or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any computer system. It also includes malware or similar mechanism.

"Cyber incident" means:

1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any computer system; or
2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any computer system.

Cyber incident includes malware or similar mechanism.

"Data" means information, facts, concepts, code, or any other information of any kind:

1. that is recorded or transmitted in a form to be used, accessed, processed, transmitted, or stored by a computer system including programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment; or
2. that is used for records, including but not limited to books of account, drawing or card index systems.

"Data Problem" means:

1. erasure, destruction, corruption, misappropriation, misinterpretation of data;
2. error in creating, amending, deleting or using data; or
3. inability to access, receive, transmit or use data

"Data Recovery" means services performed by a professional for the process of salvaging electronic data from damaged hard drive(s) installed in your personal computer.

"Data Recreation" means services performed by a professional to manually recreate electronic data stored on damaged hard drive(s) installed in your personal computer but does not include the value of electronic data even if such electronic data cannot be recreated.

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

"Dwelling" means the Building described in the Certificate of Property Insurance, wholly or partially occupied by you as a private residence.

"Electric Vehicle Supply Equipment (EVSE)" means an electric vehicle charging station that supplies recharging of plug-in private passenger electric vehicles and private passenger plug-in hybrid vehicles and, where required, has been installed by a qualified electrician and meets provincial installation requirements and is located on your premises.

"e-bike (electric bike)" means a power assisted bicycle that meets the federal and provincial definitions of a power assisted bicycle and is incapable of attaining speeds higher than 32 km/h on level ground.

"Flood" means 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.

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

"Garden tractor" means a tractor of not more than 25hp used for cutting lawns, tilling gardens, and removing weeds. May also be used for snow removal. Does not include backhoes, front loaders, or similar equipment.

Section I – Definitions

"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 the build-up of ice and water on the roof, or within the eaves trough and downspout system, caused by repeated thawing and freezing of ice and snow within the eaves trough and downspout system.

"Insured" means the Named Insured and while living in the same household:

1. Named Insured's spouse;
2. the relatives of either; and
3. any person under the age of 21 in their care.

Only the person(s) named on the Certificate of Property Insurance may take legal action against us.

"Intangible Assets" means intangible assets including but not limited to non-fungible tokens (NFTs), other blockchain-based assets, digital collectibles, or digital art.

"Malware or Similar Mechanism" means any program code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with, or otherwise adversely affect computer programs, data files or operations (whether involving self-replication or not), including but not limited to 'virus,' 'Trojan horses,' 'worms,' 'logic bombs' or 'denial of service attack.'

"Named Insured" means the person(s) named as Insured on the Certificate of Property Insurance.

"Premises" means your unit, and includes:

1. detached private structures, garages, parking stalls, storage rooms or lockers; and
2. private approaches reserved for your use or occupancy only.

"Reasonable Care" means measures customarily taken by a homeowner to ensure, to the best of their ability, that heating has been and will continue to be maintained. These measures include, but are not limited to, arranging for a competent person to regularly check your dwelling, regularly monitoring the heat in your dwelling by way of a remote system, ensuring the heating system is operational and functioning prior to departure, ensuring all windows and doors are closed and secured, and ensuring the thermostat has been set to a temperature that is sufficient to prevent freezing of pipes.

"Renewable Energy Equipment" means permanently installed solar panels, wind turbines, rechargeable batteries, geothermal equipment, and their apparatus installed on your premises and, where required, which have been installed by a qualified electrician and meet provincial installation requirements, and are used for the generation, transmission, storage, or utilization of mechanical or electrical power, predominately for personal use, not otherwise insured.

"Replacement Cost" means the cost, on the date of the loss or damage, of the lower of:

1. repairing the property with materials of similar kind and quality; or
2. new articles of similar kind, quality, and usefulness;

without any deduction for depreciation.

"Residence Employee" means a person employed by you to perform duties in connection with the maintenance or use of the premises. This includes persons who perform household or domestic services or duties of a similar nature for you. This does not include contractors or sub-contractors. It also does not cover persons while performing duties in connection with your business.

"Secured Storage Facility" means, a building designed specifically for storage that is locked and has 24-hour security monitoring.

"Specified Perils"

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

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. a falling object which strikes the exterior of the building;
6. impact by aircraft, watercraft, or land vehicle;
7. riot;
8. vandalism or malicious acts, not including loss or damage caused by theft or attempted theft;
9. water damage meaning damage caused by:
 - a. the sudden and accidental escape of water from a watermain;
 - b. the sudden and accidental escape of water or steam from within a plumbing, heating, sprinkler, air conditioning system or 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. However, such damage is not covered when the escape of water is caused by freezing;
 - d. water which enters your dwelling through an opening which has been created suddenly and accidentally by a peril not otherwise excluded;
 - e. the backing up or escape of water from an eavestrough or down spout, or by ice damming, provided the water has not entered through a basement or foundation wall;
10. windstorm or hail, including loss or damage caused by weight of ice, snow, or sleet. This peril does not include loss or damage to your personal property within a building, caused by windstorm, hail or coincidental rain damage unless the storm first creates an opening in the building;
11. transportation meaning loss or damage to your personal property, caused by collision, upset, overturn, derailment, stranding or sinking of any motorized vehicle or attached trailer in which the insured property is being carried. This would also apply to any conveyance of a common carrier, but does not include loss or damage to property in a vacation or home trailer which you own. Watercraft, their furnishings, equipment, or motors are also not covered.

"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" means either of two persons who are married to each other or who have together entered into a marriage that is voidable or void, or either of two persons who are 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.

"Surface Waters" means water on the surface of the ground where water does not usually accumulate in ordinary watercourses, lakes, or ponds.

"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.

"Under Construction" means

1. For construction of a new dwelling building or detached private structure:

The period of time commencing from the date site preparation is initiated and continuing through, excavation, laying of foundations and the assembly of components, concluding when the dwelling building/detached private structure is completed and ready for occupancy.

Section I – Definitions

If the premises is unoccupied during the period of construction, the dwelling building or detached private structure is considered under construction until the occupants have taken up residency even if the alterations or repairs have been completed.

2. For alterations or repairs to existing dwelling buildings or detached private structures:

The period of time during any alterations or repairs involving;

- a. site preparation;
- b. demolition;
- c. laying of foundations;
- d. removal or weakening of any structural support; or
- e. the opening of an exterior wall or roof component that extends beyond 48 consecutive hours

The period of construction commences from the date the alterations or repairs are initiated and continues until such time as all interior fixtures are installed with all exterior finishes and finished carpentry completed.

"Unit" means the condominium unit, strata lot or exclusive portion, described in the Condominium Declaration or Co-ownership Declaration and on the Certificate of Property Insurance, occupied by you as a private residence.

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

1. all occupants have moved out with no intention of returning and no new occupant has taken up residence; or
2. in the case of a newly constructed dwelling, no occupant has yet taken up residence.

"Virtual currency" means a digital representation of value that functions as, including but not limited to, a medium of exchange, a unit of account, and/or a store of value. It includes, but not limited to, digital currency, crypto currency, any other type of electronic currency, or on-line peer-to-peer mediums of exchange.

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

"We", "us" or "our" means the company providing this insurance.

"You" or "your" refers to the Insured.

Section I – Property Coverages

Coverage

The amounts of insurance are shown on the Certificate of Property Insurance.

Coverage C – Personal Property

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

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

We do not insure loss or damage to:

- a. motorized vehicles or their equipment (except for lawn mowers, other gardening equipment, garden tractors, snow blowers, wheelchairs, scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability, electric personal mobility assistive devices, watercraft other than personal watercraft powered by a jet-pump propulsion system, e-bikes, and golf carts);
- b. camper units, truck caps, trailers, or their equipment;
- c. aircraft or their equipment.

Equipment includes audio, visual, recording, or transmitting equipment powered by the electrical system of a motor vehicle or aircraft. It also includes automobile keys, automobile transponders, and frequency-operated keys. Equipment does not include spare automobile parts.

2. We insure:

- a. your personal property up to 20% in total of Coverage C or \$2,500 whichever is greater, while it is temporarily away from your premises, anywhere in the world. However, personal property normally kept at any other location you own or rent is not insured.

If you wish, we will include uninsured personal property belonging to others while it is in your possession or belonging to a residence employee travelling for or with you.

- b. Personal property stored in a secured storage facility is insured for a period of 30 days only, from the date the property was first store. We will continue coverage beyond that period for the peril of theft only. The period of 30 days does not apply to personal property in storage as a result of a covered loss.
- c. Renewable Energy Equipment for an amount not exceeding \$100,000 in total.
- d. Electric Vehicle Supply Equipment as defined and owned by you.

Extensions of Coverage

In addition your policy provides these Extensions of Coverage, subject to the terms and conditions of the policy.

Building Fixtures and Fittings

You may apply up to 10% of the Limit of Liability on your Coverage C – Personal Property to insure building fixtures and fittings temporarily removed from the premises for repair or seasonal storage.

Building fixtures and fittings normally kept at another location you own or rent is not covered.

Loss Assessment

We will pay an additional amount of up to 250% of the sum insured for Coverage C – Personal Property, as shown on the Certificate of Property Insurance, your share of any special assessment if:

1. the assessment is valid under the Condominium Corporation's governing rules; and
2. it is made necessary by a direct loss to the collectively owned condominium property caused by a peril not otherwise exclude

We will not pay more than \$25,000 for that part of an assessment made necessary by a deductible in the insurance policy of the Condominium Corporation.

Moving to Another Home

We insure your personal property while in transit to and at another location within Canada which is to be occupied by you as your residence. Coverage applies for 30 consecutive days commencing on the date personal property is removed from your seasonal residence, but not beyond the date the policy expires or is terminate This coverage does not increase the amounts of insurance.

Section I – Property Coverages

Outdoor Trees, Plants, Shrubs and Lawns

You may apply up to 5% in total of the amount of insurance on your personal property to trees, plants, shrubs, and lawns on your premises, other than cannabis plants. We will not pay more than \$1,000 for any one tree, plant or shrub including debris removal expenses. We will not pay more than \$1,000 for grass including debris removal expenses.

We insure these items against loss caused by fire, theft, lightning, explosion, impact by aircraft, watercraft or land vehicle, riot, vandalism, and malicious acts. We do not insure items or lawns grown for commercial purposes.

The deductible applies to this coverage.

Tear Out

If any unit improvements or betterments must be removed or 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 outdoor swimming pools or public water mains is not insured.

Unit Improvements and Betterments

We insure unit improvements and betterments made or acquired by you, for an additional amount of up to 100% of the sum insured for Coverage C – Personal Property as shown on the Certificate of Property Insurance, including:

1. any building or structure on the premises;
2. any swimming pool, sauna or hot tub, and the attached equipment of any of these, on the premises; and
3. materials and supplies on the premises for use in such improvements and betterments.

Unit Additional Protection

We insure your unit, excluding your improvements and betterments to it, for an additional amount of up to 250% of the sum insured for Coverage C – Personal Property, as shown on the Certificate of Property Insurance if the Condominium Corporation has no insurance, its insurance is inadequate, or it is not effective.

In addition, we insure the deductible portion of the Condominium Corporation's policy for the unit, whether the Condominium Corporation claims against its policy or not, where due to a statute, declaration, or by-law the unit owner is responsible to pay the deductible portion of the Condominium Corporation's policy. We will not pay more than \$25,000 unless shown otherwise on the Certificate of Property Insurance.

You cannot make a claim under both Unit Additional Protection and Loss Assessment.

Special Limits of Insurance

We insure:

1. Books, tools, and instruments pertaining to a business, profession, or occupation but only while on your premises for an amount up to \$7,500 in total, not otherwise insured. Other property used for business is not insured, including samples and goods held for sale.
2. Securities up to \$5,000 in total.
3. Money including cash cards or bullion, but not including virtual currency, up to \$500 in total.
4. Garden tractors and snow removal equipment including attachments and accessories up to \$10,000 in total.
5. Watercraft, their trailers, furnishings, equipment, accessories, and motors up to \$2,500 in total, but we do not insure personal watercraft powered by a jet-pump propulsion system.
6. Spare automobile parts up to \$250 for any one item, \$1,000 in total.
7. Animals, birds, or fish up to \$2,500 in total.
8. We insure your Personal Property while contained in a safety deposit box in a Bank or Trust Company, up to \$10,000 in total.
9. Golf carts up to \$5,000 in total.
10. Cannabis for personal use in all consumable forms and cannabis plants, except for medicinal use, up to \$500 in total.

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

11. Luggage, pet carriers, and handbags including, but not limited to, purses, wallets, totes, clutches, carrier bags, and other items of a similar nature, up to \$15,000 in total.
12. Jewellery, watches, gems, fur garments and garments trimmed with fur up to \$6,000 in total.
13. Numismatic property (such as coin collections) up to \$500 in total.
14. Manuscripts, stamps, and philatelic property, (such as stamp collections) up to \$2,000 in total.
15. Each bicycle, tricycle, unicycle or e-bike and its equipment and accessories up to \$1,000 each.
16. Collectible Personal Property up to \$5,000 per loss.
17. Golfing equipment and accessories, except golf carts, up to \$3,000 in total, while the golfing equipment is away from your premises.
18. Works of art, such as paintings, photographs, drawings etchings, prints and lithographs, including their frames, sculptures, statuary and antiques, and hand-made rugs and tapestries up to \$10,000 in total.
19. We insure your wine or spirits on the premises, for replacement cost against all risk of direct physical loss or damage subject to the terms and conditions of this form, for an amount of \$5,000 in total.

Coverage D – Additional Living Expense

The amount of insurance for Coverage D 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.

1. **Additional Living Expense.** If as a result of damage by a peril not otherwise excluded the dwelling or your unit is unfit for occupancy, or you have to move out while repairs are being made, we insure any necessary increase in living expenses, including moving expenses incurred by you, so that your household can maintain its normal standard of living. Payment shall be for the reasonable time required to repair or rebuild your unit or, if you permanently relocate, the reasonable time required for your household to settle elsewhere.
2. **Fair Rental Value.** If a peril not otherwise excluded makes the dwelling or that part of the unit rented to others or held for rental by you unfit for occupancy, we insure its Fair Rental Value. Payment shall be for the reasonable time required to repair or replace that part of the unit rented or held for rental. Fair Rental Value shall not include any expense that does not continue while that part of the unit rented or held for rental is unfit for occupancy.
3. **Prohibited Access.** If a civil authority prohibits access to the dwelling or your unit:
 - a. as a direct result of damage to neighbouring premises by a peril not otherwise excluded under this form, we insure any resulting Additional Living Expense and Fair Rental Value loss for a period not exceeding 2 weeks; or

Section I – Property Coverages

- b. by order for mass evacuation as a direct result of a sudden and accidental event within Canada or the United States of America, we insure any resulting necessary and reasonable increase in living expense to a maximum of \$2,500 incurred by you for the period access is prohibited, not exceeding 2 weeks from the date of the order of evacuation. This coverage for mass evacuation is not subject to a deductible.

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

- i. flood;
- ii. earthquake, unless the earthquake peril has been added to this policy by endorsement;
- iii. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military power;
- iv. Terrorism or 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 such loss or damage;
- v. 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;
- vi. contamination by radioactive material.
- vii. any communicable disease;
- viii. any cyber act

This coverage does not increase the amounts of Insurance for Coverage D, Additional Living Expense.

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

Special Coverage Features

In addition to the insurance provided by the Property Coverages, your policy provides these Special Coverage Features, subject to the terms and conditions set out.

Credit Card, Automated Teller Card, Forgery and Counterfeit Money Coverage

We will pay for:

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

We do not cover loss caused by the use of your credit card or automated teller card by a resident of your household or by a person to whom the card has been entrusted.

We do not cover any loss resulting from your, or anyone acting on your authority, being induced by any dishonest act to voluntarily part with title to or possession of any money or property, including but not limited to, any loss resulting from a social engineering event.

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

This Coverage Feature is not subject to a deductible.

Damage to Unit

You may apply up to \$500 of your Personal Property insurance to pay for damage, not including fire damage:

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

The deductible applies to this Coverage Feature.

Debris Removal

We will pay the cost of removing from your premises the debris of property insured which results from loss or damage insured by this form.

If the amount payable for loss, including expense for debris removal, is greater than the amount of insurance an additional 5% of that amount will be available to cover debris removal expense.

The deductible applies to this Coverage Feature.

Fire Department Charges

We will reimburse you for fire department charges incurred for attending your premises to save or protect insured property from loss or damage or further loss or damage, insured against by this form.

This Coverage Feature is not subject to a deductible.

Frozen Food Protection

We will pay for loss or damage to food while contained in a freezer located on your premises caused by the accidental interruption of electrical power on or off the premises or by mechanical breakdown of the freezer. This coverage includes damage to the freezer when it is due to the insured food spoilage and also reasonable expenses incurred by you to save and preserve the food from spoilage while your freezer is being repaired.

We do not insure:

1. loss from spoilage caused by the operation of an electrical circuit breaker or fuse or by accidental or intentional disconnection of the power supply in the building containing the freezer;
2. expenses incurred in the acquisition of frozen food.

This Coverage Feature is not subject to a deductible.

Inflation Guard

We will increase the limits of insurance stated on the Certificate of Property Insurance for Coverages C and D by amounts which are solely attributable to the inflation increase since the inception date of this policy, the latest renewal or anniversary date or from the date of the most recent change to the amounts of insurance shown on the Certificate of Property Insurance, whichever is the latest.

On renewal or anniversary date, we will automatically increase the amounts of insurance shown on the Certificate of Property Insurance under Section I by amounts which are solely attributable to the inflation increase since the inception date of this policy or the latest renewal or anniversary date.

Lock Replacement

If your exterior door keys are lost or stolen, your policy provides up to \$500 to re-key your locks or to replace them if it is not possible to re-key them. You must notify us within 72 hours of the discovery of the keys being lost or stolen.

This Coverage Feature is not subject to a deductible.

Section I – Property Coverages

Mortgage Rate Protector

Should your unit be rendered a total loss by a peril not otherwise excluded your mortgagor may have the right to call in your mortgage loan, making it necessary for you to arrange a new loan. If your new mortgage loan bears a higher rate of interest than the old one, we will pay:

1. the extra cost of your loan repayments on the balance of your outstanding mortgage, calculated as the difference between the old and the new payment amounts, each month until the maturity date of the original mortgage agreement; and
2. legal fees you incurred to obtain the new mortgage, but we will not pay for other costs such as judgments or service charges.

The payments provided by this Feature:

- a. are in addition to the amount of insurance shown for Coverage C on the Certificate of Property Insurance; and
- b. will cease on the date you relinquish title to or your interest in your unit.

Where found in this Feature, the words "total loss" means that the total cost of insured loss or damage equals or exceeds the amount shown for Coverage C on the Certificate of Property Insurance.

This Coverage Feature is not subject to a deductible.

Personal Records Stored in a Personal Computer

We will pay for data recovery of personal records lost because of a peril not otherwise exclude to the extent that data recovery of personal records is not possible, we will pay for data recreation. Virtual currency, intangible assets and data pertaining to business or business pursuits are not covered.

Coverage under this feature is limited to a maximum of \$3,000. The deductible applies to this Coverage Feature.

Property Removed

If you must remove insured property from your premises to protect it from loss or damage that is covered by this policy, it is insured by this form for 90 consecutive 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 insured property at the time of loss.

The deductible applies to this Coverage Feature.

Reward Coverage

We will pay up to \$1,000 to any individual or organization for information leading to the arrest and conviction of any person(s) who robs from any person insured under this policy or steals, vandalizes, burglarizes, or commits arson to any insured property. Regardless of the number of persons providing information, payment will not exceed \$1,000 in total.

This Coverage Feature is not subject to a deductible.

Notice to Authorities

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

Insured Perils – Coverage C and D

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

1. Fire or lightning.
2. Explosion. This peril does not include water hammer.
3. Smoke. This peril means smoke due to a sudden, unusual 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 a
5. Impact by aircraft, watercraft or land vehicle. Animals are not insured under this peril.
6. Riot.
7. Vandalism and malicious acts. This peril does not include loss or damage caused by theft or attempted theft.
8. Water damage. This peril means loss or damage caused by water as defined in Specified Perils.
9. Windstorm or hail. This peril does not include loss or damage to your personal property within a building, caused by windstorm, hail or coincidental rain damage unless the storm first creates an opening in the building.

Except as provided under Insured Peril "Building collapse", this peril does not include loss or damage due to:

- a. weight, pressure or melting of ice or snow; or
 - b. waves or floods; whether driven by wind or not.
10. Transportation. This peril means loss or damage to your personal property while it is temporarily removed from your premises caused by collision, upset, overturn, derailment, stranding or sinking of any automobile or attached trailer in which the insured property is being carried. This would also apply to any conveyance of a common carrier.
This peril does not include loss or damage to:
 - a. property in a vacation or home trailer which you own;
 - b. any watercraft, their furnishings, equipment or motors.
 11. Theft, including damage caused by attempted theft.
This peril does not include loss or damage:
 - a. which happens at any other dwelling which you own, rent or occupy, except while you are temporarily living there;
 - b. from the part of the unit rented to others caused by theft or attempted theft by any tenant, tenant's guest, tenant's employee or member of the tenant's household;
 - c. to animals, birds or fish.
 12. Building collapse. This peril means loss or damage arising from the collapse of part or all of your unit building, including collapse caused by the weight of ice, snow or sleet.
This peril does not include loss or damage resulting from building collapse caused by:
 - a. which happens at any other dwelling which you own, rent or occupy, except while you are temporarily living there; settling, expansion, contraction, moving, bulging, buckling or cracking; or
 - b. flood, surface water, spray, storm surge, waves, tides, tidal waves, ice or water-borne objects, whether driven by wind or not.
 13. Electricity. This peril means sudden and accidental damage from artificially generated electrical current.
 14. Fuel oil escape. This peril means damage to your personal property from fuel oil caused by the bursting or overflowing of a domestic fixed fuel oil tank, apparatus or pipes.
 15. Damage caused by bears.

Section I – Property Coverages

Exclusions – Section I

Property not insured:

1. buildings or structures used in whole or in part for business or farming purposes;
2. retaining walls, unless the damage is caused by fire, lightning, impact by watercraft, land vehicle or aircraft, vandalism, and malicious acts;
3. sporting equipment where the loss or damage is due to its use;
4. animals, birds, or fish unless the loss or damage is caused by a Specified Peril, other than impact by aircraft, watercraft, or land vehicle;
5. property at any fairground, exhibition, or exposition for the purpose of exhibition or sale;
6. any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
7. any property illegally acquired, used, kept, stored, imported, or transported or any property subject to forfeiture;
8. evidences of debt or title.
9. loss or damage to wine or spirits directly or indirectly caused by
 - a. breakage
 - b. spoilage
10. virtual currency;
11. intangible assets;
12. buildings or structures or personal property contained in them, 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, except as allowed by law.

Loss or damage not insured:

13. scratching, abrasion or chipping of any personal property or breakage of any fragile or brittle articles unless caused by a Specified Peril, accident to a land vehicle, watercraft or aircraft, or theft or attempted theft;
14. wear and tear, deterioration, defect, or mechanical breakdown;
15. inherent vice or latent defect;
16. the cost of making good:
 - a. faulty or improper material;
 - b. faulty or improper workmanship; or
 - c. faulty or improper design.

This exclusion does not apply to loss or damage caused directly by a resultant peril not otherwise excluded in this form.

17. a. data; or
 - b. loss or damage caused directly or indirectly by a data problem. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage except you are still insured for ensuing loss or damage caused directly by fire, explosion, smoke, or water damage, all as described Specified Perils.
18. loss involving virtual currency or intangible assets of any kind, by whatever name known, whether actual or fictitious.

Nor do we insure loss or damage:

19. caused by rust or corrosion, wet or dry rot, or fungi or spores;
20. resulting directly from settling, expansion, contraction, moving, bulging, buckling, or cracking except resulting damage to building glass;
21. occurring after your unit has, to your knowledge, been vacant for more than 30 consecutive days;
22. caused directly or indirectly by:
 - a. 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 coal, natural or manufactured gas; or
 - b. contamination by radioactive material;

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.
23. caused directly or indirectly by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.
24. 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". This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable, or contrary to statute, the remainder shall remain in full force and effect. This exclusion does not apply to ensuing loss or damage which directly results from fire or explosion of natural, coal or manufactured gas;
25. resulting from an intentional or criminal act or failure to act by:
 - a. any person insured by this policy;
 - b. any other person at the direction of any person insured by this policy; or
 - c. any tenant, tenants' guests, boarder or employee, or any member of the tenants' household;
 - (1) This exclusion applies only to the claim of a person:
 - i. whose act or omission caused the 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 loss or damage.
 - (2) A 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 reasonable place and time designated by us.
 - ii. cannot recover more than their proportionate interest in the lost or damage property.

Section I – Property Coverages

26. from the part of the unit rented to others caused by theft or attempted theft by any tenant, tenant's employee, or member of the tenant's household;
27. arising directly or indirectly from the growing, manufacturing, processing, storing, possession, or distribution by anyone of any drug, narcotic or illegal substances or items of any kin. This includes any alteration of the premises to facilitate such activity, whether or not you have any knowledge of such activity. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
28. to personal property undergoing any process involving the application of heat, or while being worked on, where the damage results from such process or work, but resulting damage to other property is insured;
29. caused by animals owned by you or in your care, custody, or control;
30. caused by birds, vermin, skunks, rodents, (other than raccoons and squirrels), bats or insects, except loss or damage to building glass;
31. caused by smoke from agricultural smudging or industrial operations;
32. caused directly or indirectly by snowslide, earthquake, landslide, mudflow, or any other earth movement. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage except you are still insured for ensuing loss or damage which directly results from fire or explosion;
33. caused by vandalism or malicious acts or glass breakage occurring while your unit is under construction or vacant even if permission for construction or vacancy has been given by us;
34. resulting from a change in ownership of property that is agreed to even if that change was brought about by trickery or fraud;
35. caused by or resulting from contamination or pollution, or the release, discharge or dispersal of contaminants or pollutants, unless the loss or damage resulted from the sudden and accidental bursting or overflowing of your domestic fixed fuel oil tank, apparatus, or pipes;
We do not insure loss or damage:
 - a. to sewers;
 - b. caused by continuous or repeated leakage or seepage;
 - c. occurring while the unit is under construction or vacant, even if we have given permission for construction or vacancy.
36. caused by theft or attempted theft of property in or from a unit under construction, or of materials and supplies for use in the construction, until the unit is completed and ready to be occupied;
37. to an outdoor hot tub, outdoor swimming pool or equipment attached to a public watermain, caused by water escape, rupture or freezing;
38. caused directly or indirectly by continuous or repeated seepage or leakage of water. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
39. caused directly or indirectly by flood, surface water, spray, storm surge, ice, or waterborne objects, all whether driven by wind or not. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, unless the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached;
40. caused directly or indirectly by water except as defined in Specified Perils; but we do not insure loss or damage:
 - a. caused by the backing up or escape of water from a sewer, sump or septic tank, retention tank, French drain, or water leader;
 - b. caused by ground water or rising of the water table;
 - c. caused by surface waters;
 - d. to a watermain;
 - e. to a system or domestic water container from which the water escaped;
 - f. caused by shoreline ice build-up or by water-borne ice or other objects, all whether driven by wind or not;
 - g. occurring while the building is under construction or vacant even if we have given permission for construction or vacancy;
 - h. caused by freezing during the usual heating season:
 - i. within a heated portion of your dwelling, if you have been away from your premises 8 or more consecutive days; but you will still be insured if:
 - a. you used reasonable care to maintain heat in the building; or
 - b. shut off and drained the water system and domestic water containers;
 - ii. within an unheated portion of your unit.

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.
41. or expenses, caused directly or indirectly, in whole or in part by any communicable disease regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, or expenses;
42. directly or indirectly caused by, contributed to by, resulting from or arising out of any cyber act or any cyber incident. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage except you are still insured for ensuing loss or damage caused directly by fire, explosion, smoke, or water damage all as described in Specified Perils, and theft or attempted theft of property when such property is not otherwise excluded.

Basis of Claim Payment

We will pay for insured loss of or damage to the unit and detached private structures and personal property as described below up to your financial interest in the property, but not exceeding the applicable amount(s) of insurance for any loss or damage arising out of any one occurrence.

Amounts Not Reduced

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

Actual Cash Value

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

Deductible

We are responsible only for the amount by which the loss or damage covered by this policy of insurance exceeds the amount of the deductible shown on the Certificate of Property Insurance in any one occurrence.

If your claim involves personal property on which the Special Limits of Insurance apply, the limitations apply to losses exceeding the deductible amount.

Increased Cost of Repair or Replacement

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

Section I – Property Coverages

Insurance Under More Than One Policy

If you have insurance on specifically described property, this policy will be considered excess insurance and we will not pay any loss or claim until the amount of such other insurance is used up.

In all other cases, we will pay our rateable proportion of the loss or claim under this policy.

Personal Property

1. For electronic media we will pay the cost of reproduction 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, or the value of electronic media if such electronic media cannot be recreated.
2. For other records, including books of account, drawings, or card index systems, we will pay the cost of blank books, pages, cards, or other materials plus the cost of actually transcribing or copying the records.
3. We will pay on the basis of replacement cost for all other personal property except:
 - a. articles that cannot be replaced with new articles because of their inherent nature, including antiques, fine arts, paintings, and statuary;
 - b. articles for which their age or history substantially contributes to their value, such as memorabilia, souvenirs, and collectors' items;
 - c. property that has not been maintained in good or workable condition;
 - d. property that is no longer used for its original purpose; for which we will pay only on the basis of actual cash value.

Replacement cost means the cost, on the date of the loss or damage, of the lower of:

1. repairing the property with materials of similar kind and quality; or
2. new articles of similar kind, quality, and usefulness; without any deduction for depreciation.

We will pay on the basis of replacement cost only if the property lost or damaged is repaired or replaced as soon as reasonably possible. Otherwise, we will pay on the basis of actual cash value.

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

For personal property described under "Special Limits of Insurance" we will not pay more than the applicable limit under either the replacement cost or actual cash value basis.

Unit Additional Protection, and Unit Improvements and Betterments

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

If loss or damage is not replaced or repaired, we will pay the actual cash value of the loss or damage at the date of the occurrence.

Additional Agreement

Property of Others

At the option of the Insurer, any loss may be paid to the Named Insured or adjusted with and paid to the owner of the Renewable Energy Equipment. For leased or rented Renewable Energy Equipment, notwithstanding any payment made by us to the owner of such equipment, the insured's right to dispute resolution available under any condition of this policy or applicable insurance legislation is unaffected.

Conditions

The following conditions apply to the coverage provided by Section I of this policy.

Pair and Set

In the case of loss or damage to any article(s) which is (are) part of a set the measure of loss of or damage to such article(s) will be a reasonable and fair proportion of the total value of the set, but in no event will such loss or damage be construed to mean total loss of the set.

Parts

In the case of loss or damage to any part of the insured property 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.

Permissions Granted

You have our permission under the terms and conditions of this policy to:

1. make alterations, additions, and repairs to the unit that you occupy. (You may, however, need to request an increase in your Limits of Insurance.)
2. store and use reasonable and normal quantities of fuel oil, gasoline, benzene, naphtha, or other similar materials.

Statutory Conditions

All of the conditions set out under the title Statutory Conditions apply with respect to all of the perils insured under Section I except that these conditions may be modified or supplemented by the provisions of the said Section I or by forms or endorsements which modify Section I

Subrogation

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

If such action on our part does not fully indemnify both you and us, the amount that we recover will be divided between you and us in the proportions in which the loss or damage has been borne by each of us, respectively. The amounts so available for distribution shall be net of the costs of effecting the recovery.

Section II – Definitions

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

"**Business or Business Pursuit**" means any continuous, regular, or occasional activity of any kind undertaken for financial gain, and includes a trade, profession, or occupation. However, the following business uses by you are permitted without being stated on the Certificate of Property Insurance:

1. the rental of your residence to others for no more than 30 days during a single policy term;

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

"**Computer system**" in this Section has the same meaning as in Section I.

"**Cyber act**" in this Section has the same meaning as in Section I.

"**Cyber incident**" in this Section has the same meaning as in Section I.

"**Dwelling**" in this Section has the same meaning as in Section I.

"**Electric Vehicle Supply Equipment (EVSE)**" in this Section has the same meaning as in Section I.

"**Insured**" in this Section has the same meanings as in Section I. In addition, we will insure:

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

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

"**Malware or Similar Mechanism**" in this Section has the same meaning as in Section I.

"**Named Insured**" in this Section has the same meaning as in Section I.

"**Premises**" means the premises specifically described on the Certificate of Property Insurance.

"**Property Damage**" means:

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

Tangible property does not include electronic data.

"**Renewable Energy Equipment**" means permanently installed solar panels, wind turbines, rechargeable batteries, geothermal equipment, and their apparatus installed on the land within the lot lines on which the dwelling building is situated and, where required, which have been installed by a qualified electrician and meet provincial installation requirements, and are used for the generation, transmission, storage, or utilization of mechanical or electrical power, predominately for personal use, not otherwise insured.

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

"**You**" or "**your**" in this Section refer to the Insuree

"**We**" or "**us**" in this Section have the same meanings as in Section I.

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

Section II – Insurance of Your Liability To Others

Coverages

This insurance applies to accidents or occurrences which take place during the period this policy is in force;

Coverage E – Your Personal Liability Protection

This is the part of the policy you look to for protection if you are sued.

We will pay all sums which you become legally liable to pay as compensatory damages because of unintentional bodily injury or property damage arising out of your ownership, use or occupancy of the premises defined in Section II.

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

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

We do not insure claims made against you arising from:

1. liability you have assumed by contract unless your legal liability would have applied even if no contract had been in force, but we do insure claims made against you for the legal liability of other persons in relation to your premises that you have assumed under a written contract;
2. damage to property you own, use, occupy, lease, rent or in your care, custody or control; property damage to premises you sell, give away or abandon;
3. damage to personal property or fixtures as a result of work done on them by you or anyone on your behalf;
4. bodily injury to you or to any person residing in your household other than a residence employee;
5. the personal actions of a named insured who does not reside on the premises described on the Certificate of Property Insurance;
6. liability arising out of premises, other than as herein before defined.

There are other exclusions that apply to all Coverages under Section II. Please refer to "Exclusions - Section II".

Defence, Settlement Supplementary Payments

If a claim is made against you 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 if we decide this is appropriate. We will pay only for the legal counsel we select.

We will also 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 limit 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 limit of insurance, but we are not obligated to apply for or provide these bonds;
5. expenses which you have incurred for emergency medical or surgical treatment to others following an accident or occurrence insured by this form;

Section II – Insurance of Your Liability To Others

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

Action Against Us

No suit may be brought against us:

- until you have fully complied with all the terms of this Coverage, nor until the amount of your obligation to pay has been finally determined, either by a judgment against you or by an agreement which has our consent;
- more than one year (two years in the Yukon Territories and the Provinces of Ontario and Manitoba) 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.

Unauthorized Settlements

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

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.

The amount of insurance shown on the Certificate of Property Insurance is the maximum amount we will pay for each person in respect of one accident or occurrence.

We will not pay:

- expenses covered by any medical, dental, surgical or hospitalization plan or law, or under any other insurance contract;
- your medical expenses or those of persons residing with you, other than residence employees;
- medical expenses of any person covered by any Workers' Compensation Statute;
- medical expenses of any person that arise from the construction or renovation activities being performed on your dwelling or detached private structure.

There are other exclusions that apply to all Coverages under Section II. Please refer to "Exclusions - 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:
 - your name and policy number;
 - the time, place, and circumstances of the accident;
 - the names and addresses of witnesses and potential claimants.
- If requested by us, you must arrange for the injured person(s) to:
 - give us written proof of claim as soon as possible, under oath if required;
 - submit to physical examination at our expense by doctors we select as often as we may reasonably require;
 - authorize us to obtain medical and other records.

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

No suit may be brought against us until you have fully complied with all the terms of this Coverage.

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 an Insured, 12 years of age or under.

We do not insure:

- damage to property owned or rented by an insured or an insured's tenant;
- damage to property which is insured under Section I;
- claims resulting from the loss of use, disappearance, or theft of property;
- damage to property occurring on the premises arising from the construction or renovation activities being performed on your dwelling or detached private structure.

There are other exclusions that apply to all Coverages under Section II. Please refer to "Exclusions - Section II".

Basis of Payment

We will pay whichever is the lower amount of:

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

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.

- You must give us a written proof of claim as soon as possible, under oath if required, containing the following information:
 - the date, time, place and circumstances of the accident or occurrence;
 - the interest of all persons in the property affected.
- If requested by us, you must help us to verify the damage.

No suit may be brought against us until:

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

Coverage H - Voluntary Compensation for Residence Employees

This coverage is automatically provided for all your occasional residence employees. It will be extended to your permanent residence employees if so, stated on the Certificate of Property Insurance.

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

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

A residence employee or anyone acting on their 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.

- When an accident occurs, you must promptly give us notice (in writing if requested by us). The notice must include:
 - the identity of the residence employee and the date, time, place, and circumstances of the accident;

Section II – Insurance of Your Liability To Others

- 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.

We will not pay benefits:

1. unless your employee was actually performing duties for you when the accident happened;
2. for any hernia injury;
3. for injury occurring on the premises arising from the construction or renovation activities being performed on your dwelling or detached private structure.

Schedule of Benefits

1. Loss of Life

If your residence employee dies from injuries received in the accident within the following 26 weeks, we will pay a total of 100 times the weekly indemnity to those wholly dependent upon him or her. If there is more than one dependent the amount will be divided equally among them. This payment is in addition to any benefit for Temporary Total Disability paid up to the date of death.

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 7 days unless the disability lasts for 6 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 100 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 100 weeks in total even if the accident results in loss from more than one item.

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

5. Medical Expenses

If as a result of the accident your residence employee incurs medical expenses 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.

Loss Assessment Coverage (Condominium Unit Owner)

We will pay for your share of special assessments if:

- a. the assessment(s) are valid under the Condominium Corporation's governing rules; and
- b. the assessment(s) are made necessary by occurrence(s) to which this Section of the policy applies.

We will not pay more than \$25,000 for that part of an assessment made necessary by a deductible in the insurance policy of the Condominium Corporation.

Special Limitations

Watercraft and Motorized Vehicles you Own

We will pay all sums which you become legally liable to pay as compensatory damages because of unintentional bodily injury or property damage arising out of your ownership, use or operation of:

Watercraft You Own

1. watercraft, including their attachments, equipped with any type of motor of not more than 38 kW (50 H.P.), other than personal watercraft powered by a jet-pump propulsion system;
2. non-motorized watercraft, including their attachments, not more than 8 metres (26 feet) in length

Any other watercraft is insured only if liability coverage for it is shown on the Certificate of Property Insurance. If the watercraft or motor with which it is equipped, other than personal watercraft powered by a jet-pump propulsion system, is acquired after the effective date of this policy, you will be insured automatically for a period of 30 days only from the date of acquisition, or until expiry of the policy, whichever comes first;

Section II – Insurance of Your Liability To Others

Motorized Vehicles You Own

1. self-propelled lawn mowers, snow blowers, garden tractors of not more than 19 kW (25 H.P.);
2. motorized golf carts while in use on a golf course;
3. motorized wheelchairs, including motorized scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability.
4. e-bikes

Territorial Limits – Watercraft and Motorized Vehicles You Own

You are covered for incidents occurring in Canada, the United States of America and on a vessel travelling between the ports of those countries.

Business and Business Property

We insure you against claims arising out of:

1. Renewable Energy Equipment

Exclusions - Section II

We do not insure claims:

1. caused directly or indirectly by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
2. 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. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable, or contrary to statute, the remainder shall remain in full force and effect. This exclusion does not apply to ensuing loss or damage which directly results from fire or explosion of natural, coal or manufactured gas;
3. arising from:
 - a. 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 coal, natural or manufactured gas; or
 - b. contamination by radioactive material;
4. arising from business pursuits or any business use of the premises except as provided under "business and business property" in Section II or specified on the Certificate of Property Insurance;
5. arising from the rendering or failure to render any professional service;
6. arising from bodily injury or property damage caused by any intentional or criminal act or failure to act by:
 - a. any person insured by this policy; or
 - b. any other person at the direction of any person insured by this policy;
7. arising from the ownership, use or operation of:
 - a. any aircraft;
 - b. premises used as an airport or landing facility; and all activities related to either;
8. arising from the ownership, use or operation of any watercraft, motorized vehicle except as provided under "Watercraft and Motorized Vehicles You Own" in Section II;
9. arising from the ownership, use or operation of any trailer
10. arising from any communicable disease;
11. arising from:
 - a. sexual, physical, psychological, or emotional abuse, molestation, or harassment, including corporal punishment by, at the direction of, or with the knowledge of any person insured by this policy; or
 - b. failure of any person insured by this policy to take steps to prevent sexual, physical, psychological, or emotional abuse, molestation or harassment or corporal punishment;
12. arising from the distribution or display of data via a website, the internet, intranet or similar device or system designed or intended for electronic communication of data;
13. arising from liability imposed upon or assumed by you under any workers' compensation statute;
14. for punitive or exemplary damages, meaning that part of any award by a court which is in excess of compensatory damages and is stated or intended to be a punishment to you;
15. caused by rust or corrosion, wet or dry rot, or fungi or spores;
16. for bodily injury or property damage directly or indirectly, whole or in part, caused by, contributed to by, resulting from or arising out of any cyber act or any cyber incident. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the bodily injury or property damage;
17. against a Family Trust, Company or Estate, its Trustees and/or Beneficiaries, unless arising out of the ownership, use and maintenance of the premises defined in Section II.

Additional Agreement:

Electrical Authority and Electrical Generation, Transmission and Distribution Company

With respect to "Electrical Company(s) – Renewable Energy Equipment", that person(s) or organization(s) is added to your policy as an Additional Insured, but only with respect to liability arising out of your ownership, maintenance, or use of the Renewable Energy Equipment.

Lessor of Leased Renewable Energy Equipment

With respect to "Lessor – Renewable Energy Equipment", that person(s) or organization(s) is added to your policy as an Additional Insured, but only with respect to their liability arising out of the maintenance, operation, or use by you of the Renewable Energy Equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply to:

1. Any bodily injury or property damage which takes place after you cease to lease the Renewable Energy Equipment.
2. To bodily injury or property damage arising out of the sole negligence of the person(s) or organization(s) specified.
3. This additional insured shall not be entitled to protection under this policy if any other insurance applies to a loss or claim, or would have applied if this policy did not exist, whether that other insurance is primary or excess.

Conditions

1. Notwithstanding any other similar clause in this policy or any other policy, if any other insurance applies to a loss, or would have applied if this policy did not exist, this policy will be considered excess insurance and we will not pay any loss until the amount of such other insurance is used up.

Section II – Insurance of Your Liability To Others

2. Statutory Conditions Misrepresentation, Change of Interest, Material Change, Termination and Notice incorporated in this policy apply as conditions to all Coverages under Section II.
3. Only losses that occur within the policy term shown on the Certificate of Property Insurance will be covered under this policy. There will be no coverage for any loss that occurred or was in progress prior to the policy period inception date or after the policy period expiry date shown on the Certificate of Property Insurance.

Broad Secondary Condominium Policy

The policy consists of these wordings, the Certificate of Property Insurance which contains information that is unique to your insurance policy and other forms that may need to be attached to complete your package coverage. Together, these represent the legal contract of indemnity that exists between you and us. This policy contains various exclusions and limitations which eliminate or restrict coverage. Please read it carefully.

Insuring 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.

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

The Certificate of Property Insurance summarizes the Insurance coverage you have selected and the premiums, limits, amounts and deductibles that apply to them. Among other things, the Certificate of Property Insurance also identifies the policyholder, the policy term and any Endorsements that apply to your Insurance Coverage.

Only losses that occur within the policy term shown on the Certificate of Property Insurance will be covered under this policy. There will be no coverage for any loss that occurred or was in progress prior to the policy period inception date or after the policy period expiry date shown on the Certificate of Property Insurance.

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

If during the term of this policy we change the insurance of the kind provided by this policy to provide more coverage at no additional cost, you will automatically benefit from that change at no increase in premium.

This form consists of three sections:

Section I describes the insurance on your property. It also includes additional living expenses and/or fair rental value in certain circumstances.

Section II describes the insurance for your legal liability for bodily injury to others or damage to property of others arising out of your premises or your personal actions. It also includes benefits following injury and damage to property of others in certain other circumstances.

Section III describes the Optional Coverages you have purchased for an additional premium.

Section I – Definitions

"Actual Cash Value" means various factors shall be considered in the determination of actual cash value. Such factors shall include but are not 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 loss or damage, the resale value, the normal life expectancy of the property and obsolescence.

"Business or Business Pursuit" means any continuous, regular, or occasional activity of any kind undertaken for financial gain, and includes a trade, profession, or occupation. However, the following business uses by you are permitted without being stated on the Certificate of Property Insurance:

"Business Property" means property of any description related to a business pursuit conducted on the premises or elsewhere.

"Cash Cards" means cards designed to store a cash value by electronic means for use as a mode of payment, without a personal identification number and without direct access to a bank or other account.

"Civil Authority" means any person acting under the authority of 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.

"Collectible Personal Property" means property of rare, unique or novel personal interest, whether worn or not, or used by the Insured or not, such as, but not limited to, books, dolls, memorabilia, comic books, and sports cards.

"Computer system" means any computer, hardware, software, communications system, electronic device (including but not limited to smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any 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 and in Quebec the meeting of co-proprietors, established under Provincial Legislation.

"Cyber act" means an unauthorized, malicious, or criminal act or series of related unauthorized, malicious, or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any computer system. It also includes malware or similar mechanism.

"Cyber incident" means:

1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any computer system; or
2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any computer system

Cyber incident includes malware or similar mechanism.

"Data" means information, facts, concepts, code, or any other information of any kind:

1. that is recorded or transmitted in a form to be used, accessed, processed, transmitted, or stored by a computer system including programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment; or
2. that is used for records, including but not limited to books of account, drawing or card index systems.

"Data Problem" means:

1. erasure, destruction, corruption, misappropriation, misinterpretation of data;
2. error in creating, amending, deleting or using data; or
3. inability to access, receive, transmit or use data

"Data Recovery" means services performed by a professional for the process of salvaging electronic data from damaged hard drive(s) installed in your personal computer.

"Data Recreation" means services performed by a professional to manually recreate electronic data stored on damaged hard drive(s) installed in your personal computer but does not include the value of electronic data even if such electronic data cannot be recreated.

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

"Dwelling" means the Building described in the Certificate of Property Insurance, wholly or partially occupied by you as a private residence.

"Electric Vehicle Supply Equipment (EVSE)" means an electric vehicle charging station that supplies recharging of plug-in private passenger electric vehicles and private passenger plug-in hybrid vehicles and, where required, has been installed by a qualified electrician and meets provincial installation requirements and is located on your premises.

"e-bike (electric bike)" means a power assisted bicycle that meets the federal and provincial definitions of a power assisted bicycle and is incapable of attaining speeds higher than 32 km/h on level ground.

"Flood" means 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.

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

"Garden tractor" means a tractor of not more than 25hp used for cutting lawns, tilling gardens, and removing weeds. May also be used for snow removal. Does not include backhoes, front loaders, or similar equipment.

"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.

Section I – Definitions

"Ice Damming" means the build-up of ice and water on the roof, or within the eaves trough and downspout system, caused by repeated thawing and freezing of ice and snow within the eaves trough and downspout system.

"Insured" means Named Insured and while living in the same household:

1. the Named Insured's spouse;
2. the relatives of either; and
3. any person under the age of 21 in their care.

In addition, a student who is enrolled in and actually attends a school, college, or university and who is dependent on the Named Insured or the Named Insured's spouse for support and maintenance is also insured even if temporarily residing away from the principal residence stated on the Certificate of Property Insurance.

Only the person(s) named on the Certificate of Property Insurance may take legal action against us.

"Intangible Assets" means intangible assets including but not limited to non-fungible tokens (NFTs), other blockchain-based assets, digital collectibles, or digital art.

"Malware or Similar Mechanism" means any program code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with, or otherwise adversely affect computer programs, data files or operations (whether involving self-replication or not), including but not limited to 'virus,' 'Trojan horses,' 'worms,' 'logic bombs' or 'denial of service attack.'

"Named Insured" means the person(s) named as Insured on the Certificate of Property Insurance.

"Premises" means your unit, and includes:

1. detached private structures, garages, parking stalls, storage rooms or lockers; and
2. private approaches reserved for your use or occupancy only.

"Reasonable Care" means measures customarily taken by a homeowner to ensure, to the best of their ability, that heating has been and will continue to be maintained. These measures include, but are not limited to, arranging for a competent person to regularly check your dwelling, regularly monitoring the heat in your dwelling by way of a remote system, ensuring the heating system is operational and functioning prior to departure, ensuring all windows and doors are closed and secured, and ensuring the thermostat has been set to a temperature that is sufficient to prevent freezing of pipes.

"Renewable Energy Equipment" means permanently installed solar panels, wind turbines, rechargeable batteries, geothermal equipment, and their apparatus installed on your premises and, where required, which have been installed by a qualified electrician and meet provincial installation requirements, and are used for the generation, transmission, storage, or utilization of mechanical or electrical power, predominately for personal use, not otherwise insured.

"Replacement Cost" means the cost, on the date of the loss or damage, of the lower of:

1. repairing the property with materials of similar kind and quality; or
2. new articles of similar kind, quality, and usefulness;
without any deduction for depreciation.

"Residence Employee" means a person employed by you to perform duties in connection with the maintenance or use of the premises. This includes persons who perform household or domestic services or duties of a similar nature for you. This does not include contractors or sub-contractors. It also does not cover persons while performing duties in connection with your business.

"Secured Storage Facility" means, a building designed specifically for storage that is locked and has 24-hour security monitoring.

"Specified Perils"

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

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. a falling object which strikes the exterior of the building;
6. impact by aircraft, watercraft, or land vehicle;
7. riot;
8. vandalism or malicious acts, not including loss or damage caused by theft or attempted theft;
9. water damage meaning damage caused by:
 - a. the sudden and accidental escape of water from a watermain;
 - b. the sudden and accidental escape of water or steam from within a plumbing, heating, sprinkler, air conditioning system or 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. However, such damage is not covered when the escape of water is caused by freezing;
 - d. water which enters your dwelling through an opening which has been created suddenly and accidentally by a peril not otherwise excluded;
 - e. the backing up or escape of water from an eavestrough or down spout, or by ice damming, provided the water has not entered through a basement or foundation wall;
10. windstorm or hail, including loss or damage caused by weight of ice, snow, or sleet. This peril does not include loss or damage to your personal property within a building, caused by windstorm, hail or coincidental rain damage unless the storm first creates an opening in the building;
11. transportation meaning loss or damage to your personal property, caused by collision, upset, overturn, derailment, stranding or sinking of any motorized vehicle or attached trailer in which the insured property is being carried. This would also apply to any conveyance of a common carrier, but does not include loss or damage to property in a vacation or home trailer which you own. Watercraft, their furnishings, equipment, or motors are also not covered.

"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" means either of two persons who are married to each other or who have together entered into a marriage that is voidable or void, or either of two persons who are 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.

"Surface Waters" means water on the surface of the ground where water does not usually accumulate in ordinary watercourses, lakes, or ponds.

"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.

"Under Construction" means

1. For construction of a new dwelling building or detached private structure:

Section I – Definitions

The period of time commencing from the date site preparation is initiated and continuing through, excavation, laying of foundations and the assembly of components, concluding when the dwelling building/detached private structure is completed and ready for occupancy.

2. For alterations or repairs to existing dwelling buildings or detached private structures:

The period of time during any alterations or repairs involving;

- a. site preparation;
- b. demolition;
- c. laying of foundations;
- d. removal or weakening of any structural support; or
- e. the opening of an exterior wall or roof component that extends beyond 48 consecutive hours.

The period of construction commences from the date the alterations or repairs are initiated and continues until such time as all interior fixtures are installed with all exterior finishes and finished carpentry completed.

If the premises is unoccupied during the period of construction, the dwelling building or detached private structure is considered under construction until the occupants have taken up residency even if the alterations or repairs have been completed.

"Unit" means the condominium unit, strata lot or exclusive portion, described in the Condominium Declaration or Co-ownership Declaration and on the Certificate of Property Insurance, occupied by you as a private residence.

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

1. all occupants have moved out with no intention of returning and no new occupant has taken up residence; or
2. in the case of a newly constructed dwelling, no occupant has yet taken up residence.

"Virtual currency" means a digital representation of value that functions as, including but not limited to, a medium of exchange, a unit of account, and/or a store of value. It includes, but not limited to, digital currency, crypto currency, any other type of electronic currency, or on-line peer-to-peer mediums of exchange.

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

"We", "us" or "our" means the company providing this insurance.

"You" or "your" refers to the Insured.

Section I – Property Coverages

Coverage

The amounts of insurance are shown on the Certificate of Property Insurance.

Coverage C – Personal Property

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

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

We do not insure loss or damage to:

- a. motorized vehicles or their equipment (except for lawn mowers, other gardening equipment, garden tractors, snow blowers, wheelchairs, scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability, electric personal mobility assistive devices, watercraft other than personal watercraft powered by a jet- pump propulsion system, e-bikes, and golf carts);
- b. camper units, truck caps, trailers, or their equipment;
- c. aircraft or their equipment, except for drones which are less than the federally regulated maximum weight permitted to be operated without valid licensing.

Equipment includes audio, visual, recording, or transmitting equipment powered by the electrical system of a motor vehicle or aircraft. It also includes automobile keys, automobile transponders, and frequency-operated keys. Equipment does not include spare automobile parts.

2. We insure your personal property up to 20% in total of Coverage C or \$2,500 whichever is greater, while it is temporarily away from your premises, anywhere in the world. However, personal property normally kept at any other location you own, or rent is not insured.

If you wish, we will include uninsured personal property belonging to others while it is in your possession or belonging to a residence employee travelling for or with you.

Personal property stored in a secured storage facility is insured for a period of 30 days only, from the date the property was first stored. We will continue coverage beyond that period for the peril of theft only. The period of 30 days does not apply to personal property in storage as a result of a covered loss.

3. We insure your Renewable Energy Equipment for an amount not exceeding \$100,000 in total.
4. We insure your Electric Vehicle Supply Equipment as defined and owned by you.

Extensions of Coverage

In addition your policy provides these Extensions of Coverage, subject to the terms and conditions of the policy.

Building Fixtures and Fittings

You may apply up to 10% of the amount of insurance on your Coverage C – Personal Property to insure building fixtures and fittings temporarily removed from the premises for repair or seasonal storage.

Building fixtures and fittings normally kept at another location you own or rent is not covered.

Loss Assessment

We will pay an additional amount of up to 250% of the sum insured for Coverage C – Personal Property, as shown on the Certificate of Property Insurance, your share of any special assessment if:

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

We will not pay more than \$25,000 for that part of an assessment made necessary by a deductible in the insurance policy of the Condominium Corporation.

Moving to Another Home

We insure your personal property while in transit to and at another location within Canada which is to be occupied by you as your residence. Coverage applies for 30 consecutive days commencing on the date personal property is removed from your secondary residence, but not beyond the date the policy expires or is terminated. This coverage does not increase the amounts of insurance.

Section I – Property Coverages

Outdoor Trees, Plants, Shrubs and Lawns

You may apply up to 5% in total of the amount of insurance on your personal property to trees, plants, shrubs, and lawns on your premises, other than cannabis plants. We will not pay more than \$1,000 for any one tree, plant or shrub including debris removal expenses. We will not pay more than \$1,000 for grass including debris removal expenses.

We insure these items against loss caused by fire, theft, lightning, explosion, impact by aircraft, watercraft or land vehicle, riot, vandalism, and malicious acts. We do not insure items or lawns grown for commercial purposes.

The deductible applies to this coverage.

Tear Out

If any unit improvements or betterments must be removed or 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 outdoor swimming pools or public water mains is not insured.

Unit Improvements and Betterments

We insure unit improvements and betterments made or acquired by you, for an additional amount of up to 100% of the sum insured for Coverage C – Personal Property as shown on the Certificate of Property Insurance, including:

1. any building or structure on the premises;
2. any swimming pool, sauna or hot tub, and the attached equipment of any of these, on the premises; and
3. materials and supplies on the premises for use in such improvements and betterments.

Unit Additional Protection

We insure your unit, excluding your improvements and betterments to it, for an additional amount of up to 250% of the sum insured for Coverage C – Personal Property, as shown on the Certificate of Property Insurance if the Condominium Corporation has no insurance, its insurance is inadequate, or it is not effective.

In addition, we insure the deductible portion of the Condominium Corporation's policy for the unit, whether the Condominium Corporation claims against its policy or not, where due to a statute, declaration, or by-law the unit owner is responsible to pay the deductible portion of the Condominium Corporation's policy. We will not pay more than \$25,000 unless shown otherwise on the Certificate of Property Insurance.

You cannot make a claim under both Unit Additional Protection and Loss Assessment.

Special Limits of Insurance

We insure:

1. Books, tools, and instruments pertaining to a business, profession, or occupation but only while on your premises for an amount up to \$7,500 in total, not otherwise insured. Other property used for business is not insured, including samples and goods held for sale.
2. Securities up to \$5,000 in total.
3. Money including cash cards or bullion, but not including virtual currency, up to \$500 in total.
4. Garden tractors and snow removal equipment including attachments and accessories up to \$10,000 in total.
5. Watercraft, their trailers, furnishings, equipment, accessories, and motors up to \$2,500 in total, but we do not insure personal watercraft powered by a jet-pump propulsion system.
6. Spare automobile parts up to \$250 for any one item, \$1,000 in total.
7. Animals, birds, or fish up to \$2,500 in total.
8. We insure your Personal Property while contained in a safety deposit box in a Bank or Trust Company, up to \$10,000 in total.
9. Golf carts up to \$5,000 in total.
10. Cannabis for personal use in all consumable forms and cannabis plants, except for medicinal use, up to \$500 in total.

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

11. Luggage, pet carriers, and handbags including, but not limited to, purses, wallets, totes, clutches, carrier bags, and other items of a similar nature, up to \$15,000 in total.
12. Jewellery, watches, gems, fur garments and garments trimmed with fur up to \$6,000 in total.
13. Numismatic property (such as coin collections) up to \$500 in total.
14. Manuscripts, stamps, and philatelic property, (such as stamp collections) up to \$2,000 in total.
15. Each bicycle, tricycle, unicycle or e-bike and its equipment and accessories up to \$1,000 each.
16. Collectible Personal Property up to \$5,000 per loss.
17. Golfing equipment and accessories, except golf carts, up to \$3,000 in total, while the golfing equipment is away from your premises.
18. Works of art, such as paintings, photographs, drawings etchings, prints and lithographs, including their frames, sculptures, statuary and antiques, and hand-made rugs and tapestries up to \$15,000 per item and up to a maximum of 15% of Coverage C as shown on the Certificate of Property Insurance for all items.
19. We insure your wine or spirits on the premises, for replacement cost against all risk of direct physical loss or damage subject to the terms and conditions of this form, for an amount up to a maximum of 10% of Coverage C as shown on the Certificate of Property Insurance. Such property is also covered while away from the premises for an amount up to a maximum of 1% of Coverage C as shown on the Certificate of Property Insurance, but this limit of insurance does not apply when the wine is stored in the cellars of a wine club or similar location.

Coverage D – Additional Living Expense

The amount of insurance for Coverage D 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.

1. **Additional Living Expense.** If as a result of damage by a peril not otherwise excluded the dwelling or your unit is unfit for occupancy, or you have to move out while repairs are being made, we insure any necessary increase in living expenses, including moving expenses incurred by you, so that your household can maintain its normal standard of living. Payment shall be for the reasonable time required to repair or rebuild your unit or, if you permanently relocate, the reasonable time required for your household to settle elsewhere.
2. **Fair Rental Value.** If a peril not otherwise excluded makes the dwelling or that part of the unit rented to others or held for rental by you unfit for occupancy, we insure its Fair Rental Value. Payment shall be for the reasonable time required to repair or replace that part of the unit rented or held for rental. Fair Rental Value shall not include any expense that does not continue while that part of the unit rented or held for rental is unfit for occupancy.
3. **Prohibited Access.** If a civil authority prohibits access to the dwelling or your unit:
 - a. as a direct result of damage to neighbouring premises by a peril not otherwise excluded under this form, we insure any resulting Additional Living Expense and Fair Rental Value loss for a period not exceeding 2 weeks; or

Section I – Property Coverages

- b. by order for mass evacuation as a direct result of a sudden and accidental event within Canada or the United States of America, we insure any resulting necessary and reasonable increase in living expense to a maximum of \$2,500 incurred by you for the period access is prohibited, not exceeding 2 weeks from the date of the order of evacuation. This coverage for mass evacuation is not subject to a deductible.

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

- i. flood;
- ii. earthquake, unless the earthquake peril has been added to this policy by endorsement;
- iii. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military power;
- iv. Terrorism or 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 such loss or damage;
- v. 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;
- vi. contamination by radioactive material.
- vii. any communicable disease;
- viii. any cyber act

This coverage does not increase the amounts of Insurance for Coverage D, Additional Living Expense.

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

Special Coverage Features

In addition to the insurance provided by the Property Coverages, your policy provides these Special Coverage Features, subject to the terms and conditions set out.

Credit Card, Automated Teller Card, Forgery and Counterfeit Money Coverage

We will pay for:

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

We do not cover loss caused by the use of your credit card or automated teller card by a resident of your household or by a person to whom the card has been entrusted.

We do not cover any loss resulting from your, or anyone acting on your authority, being induced by any dishonest act to voluntarily part with title to or possession of any money or property, including but not limited to, any loss resulting from a social engineering event.

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

This Coverage Feature is not subject to a deductible.

Damage to Unit

You may apply up to \$500 of your Personal Property insurance to pay for damage, not including fire damage:

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

The deductible applies to this Coverage Feature.

Debris Removal

We will pay the cost of removing from your premises the debris of property insured which results from loss or damage insured by this form.

If the amount payable for loss, including expense for debris removal, is greater than the amount of insurance an additional 5% of that amount will be available to cover debris removal expense.

The deductible applies to this Coverage Feature.

Fire Department Charges

We will reimburse you for fire department charges incurred for attending your premises to save or protect insured property from loss or damage or further loss or damage, insured against by this form.

This Coverage Feature is not subject to a deductible.

Frozen Food Protection

We will pay for loss or damage to food while contained in a freezer located on your premises caused by the accidental interruption of electrical power on or off the premises or by mechanical breakdown of the freezer. This coverage includes damage to the freezer when it is due to the insured food spoilage and also reasonable expenses incurred by you to save and preserve the food from spoilage while your freezer is being repaired.

We do not insure:

1. loss from spoilage caused by the operation of an electrical circuit breaker or fuse or by accidental or intentional disconnection of the power supply in the building containing the freezer;
2. expenses incurred in the acquisition of frozen food.

This Coverage Feature is not subject to a deductible.

Inflation Guard

We will increase the limits of insurance stated on the Certificate of Property Insurance for Coverages C and D by amounts which are solely attributable to the inflation increase since the inception date of this policy, the latest renewal or anniversary date or from the date of the most recent change to the amounts of insurance shown on the Certificate of Property Insurance, whichever is the latest.

On renewal or anniversary date, we will automatically increase the amounts of insurance shown on the Certificate of Property Insurance under Section I by amounts which are solely attributable to the inflation increase since the inception date of this policy or the latest renewal or anniversary date.

Lock Replacement

If your exterior door keys are lost or stolen, your policy provides up to \$500 to re-key your locks or to replace them if it is not possible to re-key them. You must notify us within 72 hours of the discovery of the keys being lost or stolen.

This Coverage Feature is not subject to a deductible.

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Mortgage Rate Protector

Should your unit be rendered a total loss by a peril not otherwise excluded your mortgagor may have the right to call in your mortgage loan, making it necessary for you to arrange a new loan. If your new mortgage loan bears a higher rate of interest than the old one, we will pay:

1. the extra cost of your loan repayments on the balance of your outstanding mortgage, calculated as the difference between the old and the new payment amounts, each month until the maturity date of the original mortgage agreement; and
2. legal fees you incurred to obtain the new mortgage, but we will not pay for other costs such as judgments or service charges.

The payments provided by this Feature:

- a. are in addition to the amount of insurance shown for Coverage C on the Certificate of Property Insurance; and
- b. will cease on the date you relinquish title to or your interest in your unit.

Where found in this Feature, the words "total loss" means that the total cost of insured loss or damage equals or exceeds the amount shown for Coverage C on the Certificate of Property Insurance.

This Coverage Feature is not subject to a deductible.

Personal Records Stored in a Personal Computer

We will pay for data recovery of personal records lost because of a peril not otherwise exclude to the extent that data recovery of personal records is not possible, we will pay for data recreation. Virtual currency, intangible assets and data pertaining to business or business pursuits are not covered.

Coverage under this feature is limited to a maximum of \$3,000. The deductible applies to this Coverage Feature.

Property Removed

If you must remove insured property from your premises to protect it from loss or damage that is covered by this policy, it is insured by this form for 90 consecutive 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 insured property at the time of loss.

The deductible applies to this Coverage Feature.

Reward Coverage

We will pay up to \$1,000 to any individual or organization for information leading to the arrest and conviction of any person(s) who robs from any person insured under this policy or steals, vandalizes, burglarizes, or commits arson to any insured property. Regardless of the number of persons providing information, payment will not exceed \$1,000 in total.

This Coverage Feature is not subject to a deductible.

Notice to Authorities

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

Insured Perils – Coverage C and D

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

1. Fire or lightning.
2. Explosion. This peril does not include water hammer.
3. Smoke. This peril means smoke due to a sudden, unusual 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 a buildingImpact by aircraft, watercraft or land vehicle. Animals are not insured under this peril.
5. Impact by aircraft, watercraft or land vehicle. Animals are not insured under this peril.
6. Riot.
7. Vandalism and malicious acts. This peril does not include loss or damage caused by theft or attempted theft.
8. Water damage. This peril means loss or damage caused by water as defined in Specified Perils.
9. Windstorm or hail. This peril does not include loss or damage to your personal property within a building, caused by windstorm, hail or coincidental rain damage unless the storm first creates an opening in the building.

Except as provided under Insured Peril "Building collapse", this peril does not include loss or damage due to:

- a. weight, pressure or melting of ice or snow; or
 - b. waves or floods; whether driven by wind or not.
10. Burglary. We will pay up to \$1000 for damage to your dwelling caused by burglary, or attempted burglary. We will not pay for loss or damage to glass. This peril means damage to your premises, caused during the theft or attempted theft of property from within the premises, following illegal and forcible entry and exit, leaving visible marks at the point of forced entry or exit.
This peril does not include loss or damage:
 - a. to animals, birds or fish;
 - b. occurring while the dwelling is under construction or vacant, even if permission for construction or vacancy has been given by us.
 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. from the part of the unit rented to others caused by theft or attempted theft by any tenant, tenant's guest, tenant's employee or member of the tenant's household;
 - c. to animals, birds or fish.
 12. Building collapse. This peril means loss or damage arising from the collapse of part or all of your unit building, including collapse caused by the weight of ice, snow or sleet.
This peril does not include loss or damage resulting from building collapse caused by:
 - a. settling, expansion, contraction, moving, bulging, buckling or cracking; or
 - b. flood, surface water, spray, storm surge, waves, tides, tidal waves, ice or water-borne objects, whether driven by wind or not.
 13. Electricity. This peril means sudden and accidental damage from artificially generated electrical current.
 14. Fuel oil escape. This peril means damage to your personal property from fuel oil caused by the bursting or overflowing of a domestic fixed fuel oil tank, apparatus or pipes.
 15. Damage caused by bears.

Section I – Property Coverages

Exclusions – Section I

Property not insured:

1. buildings or structures used in whole or in part for business or farming purposes;
2. retaining walls, unless the damage is caused by fire, lightning, impact by watercraft, land vehicle or aircraft, vandalism, and malicious acts;
3. sporting equipment where the loss or damage is due to its use;
4. animals, birds, or fish unless the loss or damage is caused by a Specified Peril, other than impact by aircraft, watercraft, or land vehicle;
5. property at any fairground, exhibition, or exposition for the purpose of exhibition or sale;
6. any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
7. any property illegally acquired, used, kept, stored, imported, or transported or any property subject to forfeiture;
8. evidences of debt or title.
9. virtual currency;
10. loss or damage to wine or spirits directly or indirectly caused by
 - a. breakage
 - b. spoilage
11. intangible assets;
12. buildings or structures or personal property contained in them, 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, except as allowed by law.

Loss or damage not insured:

13. scratching, abrasion or chipping of any personal property or breakage of any fragile or brittle articles unless caused by a Specified Peril, accident to a land vehicle, watercraft or aircraft, or theft or attempted theft;
14. wear and tear, deterioration, defect, or mechanical breakdown;
15. inherent vice or latent defect;
16. the cost of making good:
 - a. data; or
 - b. faulty or improper workmanship; or
 - c. faulty or improper design.

This exclusion does not apply to loss or damage caused directly by a resultant peril not otherwise excluded in this form.

17. a. data; or
 - b. loss or damage caused directly or indirectly by a data problem. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage except you are still insured for ensuing loss or damage caused directly by fire, explosion, smoke, or water damage, all as described Specified Perils.
18. loss involving virtual currency or intangible assets of any kind, by whatever name known, whether actual or fictitious.

Nor do we insure loss or damage:

19. caused by rust or corrosion, wet or dry rot, or fungi or spores;
20. resulting directly from settling, expansion, contraction, moving, bulging, buckling, or cracking except resulting damage to building glass;
21. occurring after your unit has, to your knowledge, been vacant for more than 30 consecutive days;
22. caused directly or indirectly by:
 - a. 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 coal, natural or manufactured gas; or
 - b. contamination by radioactive material;

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

23. caused directly or indirectly by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.
24. 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". This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable, or contrary to statute, the remainder shall remain in full force and effect. This exclusion does not apply to ensuing loss or damage which directly results from fire or explosion of natural, coal or manufactured gas;
25. resulting from an intentional or criminal act or failure to act by:
 - a. any person insured by this policy;
 - b. any other person at the direction of any person insured by this policy; or
 - c. any tenant, tenants' guests, boarder or employee, or any member of the tenants' household;
 - (1) This exclusion applies only to the claim of a person:
 - i. whose act or omission caused the 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 loss or damage.
 - (2) A 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 reasonable place and time designated by us.
 - ii. cannot recover more than their proportionate interest in the lost or damage property.

Section I – Property Coverages

26. from the part of the unit rented to others caused by theft or attempted theft by any tenant, tenant's employee, or member of the tenant's household;
 27. arising directly or indirectly from the growing, manufacturing, processing, storing, possession, or distribution by anyone of any drug, narcotic or illegal substances or items of any kin. This includes any alteration of the premises to facilitate such activity, whether or not you have any knowledge of such activity. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
 28. to personal property undergoing any process involving the application of heat, or while being worked on, where the damage results from such process or work, but resulting damage to other property is insured;
 29. caused by animals owned by you or in your care, custody, or control;
 30. caused by birds, vermin, skunks, rodents, (other than raccoons and squirrels), bats or insects, except loss or damage to building glass;
 31. caused by smoke from agricultural smudging or industrial operations;
 32. caused directly or indirectly by snowslide, earthquake, landslide, mudflow, or any other earth movement. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage except you are still insured for ensuing loss or damage which directly results from fire or explosion;
 33. caused by vandalism or malicious acts or glass breakage occurring while your unit is under construction or vacant even if permission for construction or vacancy has been given by us;
 34. resulting from a change in ownership of property that is agreed to even if that change was brought about by trickery or fraud;
 35. caused by or resulting from contamination or pollution, or the release, discharge or dispersal of contaminants or pollutants, unless the loss or damage resulted from the sudden and accidental bursting or overflowing of your domestic fixed fuel oil tank, apparatus, or pipes;
- We do not insure loss or damage:
- a. to sewers;
 - b. caused by continuous or repeated leakage or seepage;
 - c. occurring while the unit is under construction or vacant, even if we have given permission for construction or vacancy.
36. caused by theft or attempted theft of property in or from a unit under construction, or of materials and supplies for use in the construction, until the unit is completed and ready to be occupied;
 37. to an outdoor hot tub, outdoor swimming pool or equipment attached to a public watermain, caused by water escape, rupture or freezing;
 38. caused directly or indirectly by continuous or repeated seepage or leakage of water. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
 39. caused directly or indirectly by flood, surface water, spray, storm surge, ice, or waterborne objects, all whether driven by wind or not. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, unless the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached;
 40. caused directly or indirectly by water except as defined in Specified Perils; but we do not insure loss or damage:
 - a. caused by the backing up or escape of water from a sewer, sump or septic tank, retention tank, French drain, or water leader;
 - b. caused by ground water or rising of the water table;
 - c. caused by surface waters;
 - d. to a watermain;
 - e. to a system or domestic water container from which the water escaped;
 - f. caused by shoreline ice build-up or by water-borne ice or other objects, all whether driven by wind or not;
 - g. occurring while the building is under construction or vacant even if we have given permission for construction or vacancy;
 - h. caused by freezing during the usual heating season:
 - i. within a heated portion of your dwelling, if you have been away from your premises 8 or more consecutive days; but you will still be insured if:
 - a. you used reasonable care to maintain heat in the building; or
 - b. shut off and drained the water system and domestic water containers;
 - ii. within an unheated portion of your unit.
- This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.
41. or expenses, caused directly or indirectly, in whole or in part by any communicable disease regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, or expenses;
 42. directly or indirectly caused by, contributed to by, resulting from or arising out of any cyber act or any cyber incident. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage except you are still insured for ensuing loss or damage caused directly by fire, explosion, smoke, or water damage all as described in Specified Perils, and theft or attempted theft of property when such property is not otherwise excluded.

Basis of Claim Payment

We will pay for insured loss of or damage to the unit and detached private structures and personal property as described below up to your financial interest in the property, but not exceeding the applicable amount(s) of insurance for any loss or damage arising out of any one occurrence.

Amounts Not Reduced

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

Actual Cash Value

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

Deductible

We are responsible only for the amount by which the loss or damage covered by this policy of insurance exceeds the amount of the deductible shown on the Certificate of Property Insurance in any one occurrence.

If your claim involves personal property on which the Special Limits of Insurance apply, the limitations apply to losses exceeding the deductible amount.

Increased Cost of Repair or Replacement

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

Section I – Property Coverages

Insurance Under More Than One Policy

If you have insurance on specifically described property, this policy will be considered excess insurance and we will not pay any loss or claim until the amount of such other insurance is used up.

In all other cases, we will pay our rateable proportion of the loss or claim under this policy.

Personal Property

1. For electronic media we will pay the cost of reproduction 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, or the value of electronic media if such electronic media cannot be recreated.
2. For other records, including books of account, drawings, or card index systems, we will pay the cost of blank books, pages, cards, or other materials plus the cost of actually transcribing or copying the records.
3. We will pay on the basis of replacement cost for all other personal property except:
 - a. articles that cannot be replaced with new articles because of their inherent nature, including antiques, fine arts, paintings, and statuary;
 - b. articles for which their age or history substantially contributes to their value, such as memorabilia, souvenirs, and collectors' items;
 - c. property that has not been maintained in good or workable condition;
 - d. property that is no longer used for its original purpose; for which we will pay only on the basis of actual cash value.

Replacement cost means the cost, on the date of the loss or damage, of the lower of:

1. repairing the property with materials of similar kind and quality; or
2. new articles of similar kind, quality, and usefulness; without any deduction for depreciation.

We will pay on the basis of replacement cost only if the property lost or damaged is repaired or replaced as soon as reasonably possible. Otherwise, we will pay on the basis of actual cash value.

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

For personal property described under "Special Limits of Insurance" we will not pay more than the applicable limit under either the replacement cost or actual cash value basis.

Unit Additional Protection, and Unit Improvements and Betterments

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

If loss or damage is not replaced or repaired, we will pay the actual cash value of the loss or damage at the date of the occurrence.

Additional Agreement

Property of Others

At the option of the Insurer, any loss may be paid to the Named Insured or adjusted with and paid to the owner of the Renewable Energy Equipment. For leased or rented Renewable Energy Equipment, notwithstanding any payment made by us to the owner of such equipment, the insured's right to dispute resolution available under any condition of this policy or applicable insurance legislation is unaffected.

Conditions

The following conditions apply to the coverage provided by Section I of this policy.

Pair and Set

In the case of loss or damage to any article(s) which is (are) part of a set the measure of loss of or damage to such article(s) will be a reasonable and fair proportion of the total value of the set, but in no event will such loss or damage be construed to mean total loss of the set.

Parts

In the case of loss or damage to any part of the insured property 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.

Permissions Granted

You have our permission under the terms and conditions of this policy to:

1. make alterations, additions, and repairs to the unit that you occupy. (You may, however, need to request an increase in your Limits of Insurance.)
2. store and use reasonable and normal quantities of fuel oil, gasoline, benzene, naphtha, or other similar materials.

Statutory Conditions

All of the conditions set out under the title Statutory Conditions apply with respect to all of the perils insured under Section I except that these conditions may be modified or supplemented by the provisions of the said Section I or by forms or endorsements which modify Section I

Subrogation

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

If such action on our part does not fully indemnify both you and us, the amount that we recover will be divided between you and us in the proportions in which the loss or damage has been borne by each of us, respectively. The amounts so available for distribution shall be net of the costs of effecting the recovery.

Section II – Definitions

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

"**Business or Business Pursuit**" means any continuous, regular, or occasional activity of any kind undertaken for financial gain, and includes a trade, profession, or occupation. However, the following business uses by you are permitted without being stated on the Certificate of Property Insurance:

1. the rental of your residence to others for no more than 30 days during a single policy term

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

"**Computer system**" in this Section has the same meaning as in Section I.

"**Cyber act**" in this Section has the same meaning as in Section I.

"**Cyber incident**" in this Section has the same meaning as in Section I.

"**Dwelling**" in this Section has the same meaning as in Section I.

"**Electric Vehicle Supply Equipment (EVSE)**" in this Section has the same meaning as in Section I.

"**Insured**" in this Section has the same meanings as in Section I. In addition, we will insure:

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

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

"**Malware or Similar Mechanism**" in this Section has the same meaning as in Section I.

"**Named Insured**" in this Section has the same meaning as in Section I.

"**Premises**" means the premises specifically described on the Certificate of Property Insurance.

"**Property Damage**" means:

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

Tangible property does not include electronic data.

"**Renewable Energy Equipment**" means permanently installed solar panels, wind turbines, rechargeable batteries, geothermal equipment, and their apparatus installed on the land within the lot lines on which the dwelling building is situated and, where required, which have been installed by a qualified electrician and meet provincial installation requirements, and are used for the generation, transmission, storage, or utilization of mechanical or electrical power, predominately for personal use, not otherwise insured.

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

"**You**" or "**your**" in this Section refer to the Insuree

"**We**" or "**us**" in this Section have the same meanings as in Section I.

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

Section II – Insurance of Your Liability To Others

Coverages

This insurance applies to accidents or occurrences which take place during the period this policy is in force;

Coverage E – Your Personal Liability Protection

This is the part of the policy you look to for protection if you are sued.

We will pay all sums which you become legally liable to pay as compensatory damages because of unintentional bodily injury or property damage arising out of your ownership, use or occupancy of the premises defined in Section II

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

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

We do not insure claims made against you arising from:

1. liability you have assumed by contract unless your legal liability would have applied even if no contract had been in force, but we do insure claims made against you for the legal liability of other persons in relation to your premises that you have assumed under a written contract;
2. damage to property you own, use, occupy, lease, rent or in your care, custody or control; property damage to premises you sell, give away or abandon;
3. damage to personal property or fixtures as a result of work done on them by you or anyone on your behalf;
4. bodily injury to you or to any person residing in your household other than a residence employee;
5. the personal actions of a named insured who does not reside on the premises described on the Certificate of Property Insurance;
6. liability arising out of premises, other than as herein before defined.

There are other exclusions that apply to all Coverages under Section II. Please refer to "Exclusions - Section II".

Defence, Settlement Supplementary Payments

If a claim is made against you 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 if we decide this is appropriate. We will pay only for the legal counsel we select.

We will also 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 limit 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 limit of insurance, but we are not obligated to apply for or provide these bonds;
5. expenses which you have incurred for emergency medical or surgical treatment to others following an accident or occurrence insured by this form;

Section II – Insurance of Your Liability To Others

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

Action Against Us

No suit may be brought against us:

- until you have fully complied with all the terms of this Coverage, nor until the amount of your obligation to pay has been finally determined, either by a judgment against you or by an agreement which has our consent;
- more than one year (two years in the Yukon Territories and the Provinces of Ontario and Manitoba) 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.

Unauthorized Settlements

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

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.

The amount of insurance shown on the Certificate of Property Insurance is the maximum amount we will pay for each person in respect of one accident or occurrence.

We will not pay:

- expenses covered by any medical, dental, surgical or hospitalization plan or law, or under any other insurance contract;
- your medical expenses or those of persons residing with you, other than residence employees;
- medical expenses of any person covered by any Workers' Compensation Statute;
- medical expenses of any person that arise from the construction or renovation activities being performed on your dwelling or detached private structure.

There are other exclusions that apply to all Coverages under Section II. Please refer to "Exclusions - 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:
 - your name and policy number;
 - the time, place, and circumstances of the accident;
 - the names and addresses of witnesses and potential claimants.
- If requested by us, you must arrange for the injured person(s) to:
 - give us written proof of claim as soon as possible, under oath if required;
 - submit to physical examination at our expense by doctors we select as often as we may reasonably require;
 - authorize us to obtain medical and other records.

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

No suit may be brought against us until you have fully complied with all the terms of this Coverage.

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 an Insured, 12 years of age or under.

We do not insure:

- damage to property owned or rented by an insured or an insured's tenant;
- damage to property which is insured under Section I;
- claims resulting from the loss of use, disappearance, or theft of property;
- damage to property occurring on the premises arising from the construction or renovation activities being performed on your dwelling or detached private structure.

There are other exclusions that apply to all Coverages under Section II. Please refer to "Exclusions - Section II".

Basis of Payment

We will pay whichever is the lower amount of:

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

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.

- You must give us a written proof of claim as soon as possible, under oath if required, containing the following information:
 - the date, time, place and circumstances of the accident or occurrence;
 - the interest of all persons in the property affected.
- If requested by us, you must help us to verify the damage.

No suit may be brought against us until:

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

Coverage H - Voluntary Compensation for Residence Employees

This coverage is automatically provided for all your occasional residence employees. It will be extended to your permanent residence employees if so, stated on the Certificate of Property Insurance.

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

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

A residence employee or anyone acting on their 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.

- When an accident occurs, you must promptly give us notice (in writing if requested by us). The notice must include:
 - the identity of the residence employee and the date, time, place, and circumstances of the accident;

Section II – Insurance of Your Liability To Others

- 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.

We will not pay benefits:

1. unless your employee was actually performing duties for you when the accident happened;
2. for any hernia injury;
3. for injury occurring on the premises arising from the construction or renovation activities being performed on your dwelling or detached private structure.

Schedule of Benefits

1. Loss of Life

If your residence employee dies from injuries received in the accident within the following 26 weeks, we will pay a total of 100 times the weekly indemnity to those wholly dependent upon him or her. If there is more than one dependent the amount will be divided equally among them. This payment is in addition to any benefit for Temporary Total Disability paid up to the date of death.

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 7 days unless the disability lasts for 6 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 100 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 100 weeks in total even if the accident results in loss from more than one item.

For Loss of	Number of Weeks
A. One or more of the following:	
Hand	100
Arm	100
Foot	100
Leg	100
B. One finger or toe or	25
More than one finger or toe	50
C. One eye or	50
Both eyes	100
D. Hearing of one ear or	25
Hearing of both ears	100

5. Medical Expenses

If as a result of the accident your residence employee incurs medical expenses 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.

Loss Assessment Coverage (Condominium Unit Owner)

We will pay for your share of special assessments if:

- a. the assessment(s) are valid under the Condominium Corporation's governing rules; and
- b. the assessment(s) are made necessary by occurrence(s) to which this Section of the policy applies.

We will not pay more than \$25,000 for that part of an assessment made necessary by a deductible in the insurance policy of the Condominium Corporation.

Special Limitations

Watercraft and Motorized Vehicles you Own

We will pay all sums which you become legally liable to pay as compensatory damages because of unintentional bodily injury or property damage arising out of your ownership, use or operation of:

Section II – Insurance of Your Liability To Others

Watercraft You Own

1. watercraft, including their attachments, equipped with any type of motor of not more than 38 kW (50 H.P.), other than personal watercraft powered by a jet-pump propulsion system;
2. non-motorized watercraft, including their attachments, not more than 8 metres (26 feet) in length.

Any other watercraft is insured only if liability coverage for it is shown on the Certificate of Property Insurance. If the watercraft or motor with which it is equipped, other than personal watercraft powered by a jet-pump propulsion system, is acquired after the effective date of this policy, you will be insured automatically for a period of 30 days only from the date of acquisition, or until expiry of the policy, whichever comes first;

Motorized Vehicles You Own

1. self-propelled lawn mowers, snow blowers, garden tractors of not more than 19 kW (25 H.P.);
2. motorized golf carts while in use on a golf course
3. motorized wheelchairs, including motorized scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability.
4. e-bikes

Territorial Limits – Watercraft and Motorized Vehicles You Own

You are covered for incidents occurring in Canada, the United States of America and on a vessel travelling between the ports of those countries.

Business and Business Property

We insure you against claims arising out of:

1. Renewable Energy Equipment

Exclusions - Section II

We do not insure claims:

1. caused directly or indirectly by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
2. 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. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable, or contrary to statute, the remainder shall remain in full force and effect. This exclusion does not apply to ensuing loss or damage which directly results from fire or explosion of natural, coal or manufactured gas;
3. arising from:
 - a. 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 coal, natural or manufactured gas; or
 - b. contamination by radioactive material;
4. arising from business pursuits or any business use of the premises except as provided under "business and business property" in Section II or specified on the Certificate of Property Insurance;
5. arising from the rendering or failure to render any professional service;
6. arising from bodily injury or property damage caused by any intentional or criminal act or failure to act by:
 - a. any person insured by this policy; or
 - b. any other person at the direction of any person insured by this policy;
7. arising from the ownership, use or operation of:
 - a. any drone while being operated in an official race or speed test, or drones which exceed the federally regulated maximum weight permitted to be operated without valid licensing;
 - b. any other aircraft;
 - c. premises used as an airport or landing facility; and all activities related to either;
8. arising from the ownership, use or operation of any watercraft, motorized vehicle, except as provided under "Watercraft and Motorized Vehicles You Own" in Section II;
9. arising from the ownership, use or operation of any trailer
10. arising from any communicable disease;
11. arising from:
 - a. sexual, physical, psychological, or emotional abuse, molestation, or harassment, including corporal punishment by, at the direction of, or with the knowledge of any person insured by this policy; or
 - b. failure of any person insured by this policy to take steps to prevent sexual, physical, psychological, or emotional abuse, molestation or harassment or corporal punishment;
12. arising from the distribution or display of data via a website, the internet, intranet or similar device or system designed or intended for electronic communication of data;
13. arising from liability imposed upon or assumed by you under any workers' compensation statute;
14. for punitive or exemplary damages, meaning that part of any award by a court which is in excess of compensatory damages and is stated or intended to be a punishment to you;
15. caused by rust or corrosion, wet or dry rot, or fungi or spores;
16. for bodily injury or property damage directly or indirectly, whole or in part, caused by, contributed to by, resulting from or arising out of any cyber act or any cyber incident. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the bodily injury or property damage;
17. against a Family Trust, Company or Estate, its Trustees and/or Beneficiaries, unless arising out of the ownership, use and maintenance of the premises defined in Section II.

Additional Agreement:

Electrical Authority and Electrical Generation, Transmission and Distribution Company

With respect to "Electrical Company(s) – Renewable Energy Equipment", that person(s) or organization(s) is added to your policy as an Additional Insured, but only with respect to liability arising out of your ownership, maintenance, or use of the Renewable Energy Equipment.

Lessor of Leased Renewable Energy Equipment

With respect to "Lessor – Renewable Energy Equipment", that person(s) or organization(s) is added to your policy as an Additional Insured, but only with respect to their liability arising out of the maintenance, operation, or use by you of the Renewable Energy Equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

Section II – Insurance of Your Liability To Others

This insurance does not apply to:

1. Any bodily injury or property damage which takes place after you cease to lease the Renewable Energy Equipment.
2. To bodily injury or property damage arising out of the sole negligence of the person(s) or organization(s) specified.
3. This additional insured shall not be entitled to protection under this policy if any other insurance applies to a loss or claim, or would have applied if this policy did not exist, whether that other insurance is primary or excess.

Conditions

1. Notwithstanding any other similar clause in this policy or any other policy, if any other insurance applies to a loss, or would have applied if this policy did not exist, this policy will be considered excess insurance and we will not pay any loss until the amount of such other insurance is used up.
2. Statutory Conditions Misrepresentation, Change of Interest, Material Change, Termination and Notice incorporated in this policy apply as conditions to all Coverages under Section II.
3. Only losses that occur within the policy term shown on the Certificate of Property Insurance will be covered under this policy. There will be no coverage for any loss that occurred or was in progress prior to the policy period inception date or after the policy period expiry date shown on the Certificate of Property Insurance.

Broad Condominium Policy

The policy consists of these wordings, the Certificate of Property Insurance which contains information that is unique to your insurance policy and other forms that may need to be attached to complete your package coverage. Together, these represent the legal contract of indemnity that exists between you and us. This policy contains various exclusions and limitations which eliminate or restrict coverage. Please read it carefully.

Insuring 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.

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

The Certificate of Property Insurance summarizes the Insurance coverage you have selected and the premiums, limits, amounts and deductibles that apply to them. Among other things, the Certificate of Property Insurance also identifies the policyholder, the policy term and any Endorsements that apply to your Insurance Coverage.

Only losses that occur within the policy term shown on the Certificate of Property Insurance will be covered under this policy. There will be no coverage for any loss that occurred or was in progress prior to the policy period inception date or after the policy period expiry date shown on the Certificate of Property Insurance.

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

If during the term of this policy we change the insurance of the kind provided by this policy to provide more coverage at no additional cost, you will automatically benefit from that change at no increase in premium.

This form consists of three sections:

Section I describes the insurance on your property. It also includes additional living expenses and/or fair rental value in certain circumstances.

Section II describes the insurance for your legal liability for bodily injury to others or damage to property of others arising out of your premises or your personal actions. It also includes benefits following injury and damage to property of others in certain other circumstances.

Section III describes the Optional Coverages you have purchased for an additional premium.

Section I – Definitions

"Actual Cash Value" means various factors shall be considered in the determination of actual cash value. Such factors shall include but are not 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 loss or damage, the resale value, the normal life expectancy of the property and obsolescence.

"Business or Business Pursuit" means any continuous, regular, or occasional activity of any kind undertaken for financial gain, and includes a trade, profession, or occupation. However, the following business uses by you are permitted without being stated on the Certificate of Property Insurance:

1. school, if not more than three students are under instruction at any one time;
2. babysitting or daycare, provided a license for such daycare or babysitting is not required by provincial by-law as per province shown on Certificate of Property Insurance;
3. storage of merchandise, providing the total value of such merchandise does not exceed \$2,500.

"Business Property" means property of any description related to a business pursuit conducted on the premises or elsewhere.

"Cash Cards" means cards designed to store a cash value by electronic means for use as a mode of payment, without a personal identification number and without direct access to a bank or other account.

"Civil Authority" means any person acting under the authority of 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.

"Collectible Personal Property" means property of rare, unique or novel personal interest, whether worn or not, or used by the Insured or not, such as, but not limited to, books, dolls, memorabilia, comic books, and sports cards.

"Computer system" means any computer, hardware, software, communications system, electronic device (including but not limited to smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any 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 and in Quebec the meeting of co-proprietors, established under Provincial Legislation.

"Cyber act" means an unauthorized, malicious, or criminal act or series of related unauthorized, malicious, or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any computer system. It also includes malware or similar mechanism.

"Cyber incident" means:

1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any computer system; or
2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any computer system.

Cyber incident includes malware or similar mechanism.

"Data" means information, facts, concepts, code, or any other information of any kind:

1. that is recorded or transmitted in a form to be used, accessed, processed, transmitted, or stored by a computer system including programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment; or
2. that is used for records, including but not limited to books of account, drawing or card index systems.

"Data Problem" means:

1. erasure, destruction, corruption, misappropriation, misinterpretation of data;
2. error in creating, amending, deleting or using data; or
3. inability to access, receive, transmit or use data

"Data Recovery" means services performed by a professional for the process of salvaging electronic data from damaged hard drive(s) installed in your personal computer.

"Data Recreation" means services performed by a professional to manually recreate electronic data stored on damaged hard drive(s) installed in your personal computer but does not include the value of electronic data even if such electronic data cannot be recreated.

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

"Dwelling" means the Building described in the Certificate of Property Insurance, wholly or partially occupied by you as a private residence.

"Electric Vehicle Supply Equipment (EVSE)" means an electric vehicle charging station that supplies recharging of plug-in private passenger electric vehicles and private passenger plug-in hybrid vehicles and, where required, has been installed by a qualified electrician and meets provincial installation requirements and is located on your premises.

"e-bike (electric bike)" means a power assisted bicycle that meets the federal and provincial definitions of a power assisted bicycle and is incapable of attaining speeds higher than 32 km/h on level ground.

"Flood" means 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.

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

Section I – Definitions

"Garden tractor" means a tractor of not more than 25hp used for cutting lawns, tilling gardens, and removing weeds. May also be used for snow removal. Does not include backhoes, front loaders, or similar equipment.

"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 the build-up of ice and water on the roof, or within the eaves trough and downspout system, caused by repeated thawing and freezing of ice and snow within the eaves trough and downspout system.

"Insured" means the Named Insured and, while living in the same household:

1. the Named Insured's spouse;
2. the relatives of either; and
3. any person under the age of 21 in their care.

In addition, a student who is enrolled in and actually attends a school, college, or university and who is dependent on the Named Insured or the Named Insured's spouse for support and maintenance is also insured even if temporarily residing away from the principal residence stated on the Certificate of Property Insurance.

Only the person(s) named on the Certificate of Property Insurance may take legal action against us.

"Intangible Assets" means intangible assets including but not limited to non-fungible tokens (NFTs), other blockchain-based assets, digital collectibles, or digital art.

"Malware or Similar Mechanism" means any program code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with, or otherwise adversely affect computer programs, data files or operations (whether involving self-replication or not), including but not limited to 'virus,' 'Trojan horses,' 'worms,' 'logic bombs' or 'denial of service attack.'

"Named Insured" means the person(s) named as Insured on the Certificate of Property Insurance

"Premises" means your unit, and includes:

1. detached private structures, garages, parking stalls, storage rooms or lockers; and
2. private approaches reserved for your use or occupancy only.

"Reasonable Care" means measures customarily taken by a homeowner to ensure, to the best of their ability, that heating has been and will continue to be maintained. These measures include, but are not limited to, arranging for a competent person to regularly check your dwelling, regularly monitoring the heat in your dwelling by way of a remote system, ensuring the heating system is operational and functioning prior to departure, ensuring all windows and doors are closed and secured, and ensuring the thermostat has been set to a temperature that is sufficient to prevent freezing of pipes.

"Renewable Energy Equipment" means permanently installed solar panels, wind turbines, rechargeable batteries, geothermal equipment, and their apparatus installed on your premises and, where required, which have been installed by a qualified electrician and meet provincial installation requirements, and are used for the generation, transmission, storage, or utilization of mechanical or electrical power, predominately for personal use, not otherwise insured.

"Residence Employee" means a person employed by you to perform duties in connection with the maintenance or use of the premises. This includes persons who perform household or domestic services or duties of a similar nature for you. This does not include contractors or sub-contractors. It also does not cover persons while performing duties in connection with your business.

"Secured Storage Facility" means, a building designed specifically for storage that is locked and has 24-hour security monitoring.

"Specified Perils"

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

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. a falling object which strikes the exterior of the building;
6. impact by aircraft, watercraft, or land vehicle;
7. riot;
8. vandalism or malicious acts, not including loss or damage caused by theft or attempted theft;
9. water damage meaning damage caused by:
 - a. the sudden and accidental escape of water from a watermain;
 - b. the sudden and accidental escape of water or steam from within a plumbing, heating, sprinkler, air conditioning system or 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. However, such damage is not covered when the escape of water is caused by freezing;
 - d. water which enters your dwelling through an opening which has been created suddenly and accidentally by a peril not otherwise excluded;
 - e. the backing up or escape of water from an eavestrough or down spout, or by ice damming, provided the water has not entered through a basement or foundation wall;
10. windstorm or hail, including loss or damage caused by weight of ice, snow, or sleet. This peril does not include loss or damage to your personal property within a building, caused by windstorm, hail or coincidental rain damage unless the storm first creates an opening in the building;
11. transportation meaning loss or damage to your personal property, caused by collision, upset, overturn, derailment, stranding or sinking of any motorized vehicle or attached trailer in which the insured property is being carried. This would also apply to any conveyance of a common carrier, but does not include loss or damage to property in a vacation or home trailer which you own. Watercraft, their furnishings, equipment, or motors are also not covered.

"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" means either of two persons who are married to each other or who have together entered into a marriage that is voidable or void, or either of two persons who are 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.

"Surface Waters" means water on the surface of the ground where water does not usually accumulate in ordinary watercourses, lakes, or ponds.

"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.

"Under Construction" means

1. For construction of a new dwelling building or detached private structure:

The period of time commencing from the date site preparation is initiated and continuing through, excavation, laying of foundations and the assembly of components, concluding when the dwelling building/detached private structure is completed and ready for occupancy.

2. For alterations or repairs to existing dwelling buildings or detached private structures:

Section I – Definitions

The period of time during any alterations or repairs involving;

- a. site preparation;
- b. demolition;
- c. laying of foundations;
- d. removal or weakening of any structural support; or
- e. the opening of an exterior wall or roof component that extends beyond 48 consecutive hours.

The period of construction commences from the date the alterations or repairs are initiated and continues until such time as all interior fixtures are installed with all exterior finishes and finished carpentry completed.

If the premises is unoccupied during the period of construction, the dwelling building or detached private structure is considered under construction until the occupants have taken up residency even if the alterations or repairs have been completed.

"Unit" means the condominium unit, strata lot or exclusive portion, described in the Condominium Declaration or Co-ownership Declaration and on the Certificate of Property Insurance, occupied by you as a private residence.

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

1. all occupants have moved out with no intention of returning and no new occupant has taken up residence; or
2. in the case of a newly constructed dwelling, no occupant has yet taken up residence.

"Virtual currency" means a digital representation of value that functions as, including but not limited to, a medium of exchange, a unit of account, and/or a store of value. It includes, but not limited to, digital currency, crypto currency, any other type of electronic currency, or on-line peer-to-peer mediums of exchange.

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

"We", "us" or "our" means the company providing this insurance.

"You" or "your" refers to the Insured.

Section I – Property Coverages

The amounts of insurance are shown on the Certificate of Property Insurance.

Coverage C – Personal Property

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

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

We do not insure loss or damage to:

- a. motorized vehicles or their equipment (except for lawn mowers, other gardening equipment, garden tractors, snow blowers, wheelchairs, scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability, electric personal mobility assistive devices, watercraft other than personal watercraft powered by a jet- pump propulsion system, e-bikes, and golf carts);
- b. camper units, truck caps, trailers, or their equipment;
- c. aircraft or their equipment, except for drones which are less than the federally regulated maximum weight permitted to be operated without valid licensing.

Equipment includes audio, visual, recording, or transmitting equipment powered by the electrical system of a motor vehicle or aircraft. It also includes automobile keys, automobile transponders, and frequency-operated keys. Equipment does not include spare automobile parts.

2. We insure your personal property while it is temporarily away from your premises, anywhere in the world. However, personal property normally kept at any other location you own, or rent is not insured.

If you wish, we will include uninsured personal property belonging to others while it is in your possession or belonging to a residence employee travelling for or with you.

Personal property stored in a secured storage facility is insured for a period of 30 days only, from the date the property was first stored. We will continue coverage beyond that period for the peril of theft only. The period of 30 days does not apply to personal property in storage as a result of a covered loss.

3. We insure the personal property of a student, who is insured by this policy but is temporarily residing away from home for the purpose of attending a school, college, or university, for an amount not exceeding \$10,000.
4. We insure the personal property of your spouse, your father or mother or your spouse's father or mother who are living in a nursing home or a home for the aged, but who are in your legal custody, for an amount not exceeding \$5,000.
5. We insure the personal property of physically or mentally challenged persons, who are legally in your custody, while residing in a facility designed for the care of such persons up to \$5,000.
6. Renewable Energy Equipment for an amount not exceeding \$100,000 in total.
7. Electric Vehicle Supply Equipment as defined and owned by you.

Extensions of Coverage

In addition your policy provides these Extensions of Coverage, subject to the terms and conditions of the policy.

Change of Temperature

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

Loss Assessment

We will pay an additional amount of up to 250% of the sum insured for Coverage C – Personal Property, as shown on the Certificate of Property Insurance, your share of any special assessment if:

1. the assessment is valid under the Condominium Corporation's governing rules; and
2. it is made necessary by a direct loss to the collectively owned condominium property caused by a peril not otherwise excluded.

We will not pay more than \$25,000 for that part of an assessment made necessary by a deductible in the insurance policy of the Condominium Corporation.

Moving to Another Home

We insure your personal property while in transit to and at another location within Canada which is to be occupied by you as your residence. Coverage applies for 30 consecutive days commencing on the date personal property is removed from your principal residence, but not beyond the date the policy expires or is terminated. This coverage does not increase the amounts of insurance.

Section I – Property Coverages

Outdoor Trees, Plants, Shrubs and Lawns

You may apply up to 5% in total of the amount of insurance on your personal property to trees, plants, shrubs, and lawns on your premises, other than cannabis plants. We will not pay more than \$1,000 for any one tree, plant or shrub including debris removal expenses. We will not pay more than \$1,000 for grass including debris removal expenses.

We insure these items against loss caused by fire, theft, lightning, explosion, impact by aircraft, watercraft or land vehicle, riot, vandalism, and malicious acts. We do not insure items or lawns grown for commercial purposes.

The deductible applies to this coverage.

Tear Out

If any unit improvements or betterments must be removed or 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 outdoor swimming pools or public water mains is not insured.

Unit Improvements and Betterments

We insure unit improvements and betterments made or acquired by you, for an additional amount of up to 100% of the sum insured for Coverage C – Personal Property as shown on the Certificate of Property Insurance, including:

1. any building or structure on the premises;
2. any swimming pool, sauna or hot tub, and the attached equipment of any of these, on the premises; and
3. materials and supplies on the premises for use in such improvements and betterments.

Unit Additional Protection

We insure your unit, excluding your improvements and betterments to it, for an additional amount of up to 250% of the sum insured for Coverage C – Personal Property, as shown on the Certificate of Property Insurance if the Condominium Corporation has no insurance, its insurance is inadequate, or it is not effective.

In addition, we insure the deductible portion of the Condominium Corporation's policy for the unit, whether the Condominium Corporation claims against its policy or not, where due to a statute, declaration, or by-law the unit owner is responsible to pay the deductible portion of the Condominium Corporation's policy. We will not pay more than \$25,000 unless shown otherwise on the Certificate of Property Insurance.

You cannot make a claim under both Unit Additional Protection and Loss Assessment.

Special Limits of Insurance

We insure:

1. Books, tools, and instruments pertaining to a business, profession, or occupation but only while on your premises for an amount up to \$7,500 in total, not otherwise insured. Other property used for business is not insured, including samples and goods held for sale.
2. Securities up to \$5,000 in total.
3. Money including cash cards or bullion, but not including virtual currency, up to \$500 in total.
4. Garden tractors and snow removal equipment including attachments and accessories up to \$10,000 in total.
5. Watercraft, their trailers, furnishings, equipment, accessories, and motors up to \$2,500 in total, but we do not insure personal watercraft powered by a jet-pump propulsion system.
6. Spare automobile parts up to \$250 for any one item, \$1,000 in total.
7. Animals, birds, or fish up to \$2,500 in total.
8. We insure your Personal Property while contained in a safety deposit box in a Bank or Trust Company, up to \$10,000 in total.
9. Golf carts up to \$5,000 in total.
10. Cannabis for personal use in all consumable forms and cannabis plants, except for medicinal use, up to \$500 in total.

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

11. Luggage, pet carriers, and handbags including, but not limited to, purses, wallets, totes, clutches, carrier bags, and other items of a similar nature, up to \$15,000 in total.
12. Jewellery, watches, gems, fur garments and garments trimmed with fur up to \$6,000 in total.
13. Numismatic property (such as coin collections) up to \$500 in total.
14. Manuscripts, stamps, and philatelic property, (such as stamp collections) up to \$2,000 in total.
15. Each bicycle, tricycle, unicycle or e-bike and its equipment and accessories up to \$1,000 each.
16. Collectible Personal Property up to \$5,000 per loss.
17. Golfing equipment and accessories, except golf carts, up to \$3,000 in total, while the golfing equipment is away from your premises.
18. Works of art, such as paintings, photographs, drawings etchings, prints and lithographs, including their frames, sculptures, statuary and antiques, and hand-made rugs and tapestries up to \$15,000 per item and up to a maximum of 15% of Coverage C as shown on the Certificate of Property Insurance for all items.
19. We insure your wine or spirits on the premises, for replacement cost against all risk of direct physical loss or damage subject to the terms and conditions of this form, for an amount up to a maximum of 10% of Coverage C as shown on the Certificate of Property Insurance. Such property is also covered while away from the premises for an amount up to a maximum of 1% of Coverage C as shown on the Certificate of Property Insurance, but this limit of insurance does not apply when the wine is stored in the cellars of a wine club or similar location.

Coverage D – Additional Living Expense

The amount of insurance for Coverage D 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.

1. **Additional Living Expense.** If as a result of damage by a peril not otherwise excluded the dwelling or your unit is unfit for occupancy, or you have to move out while repairs are being made, we insure any necessary increase in living expenses, including moving expenses incurred by you, so that your household can maintain its normal standard of living. Payment shall be for the reasonable time required to repair or rebuild your unit or, if you permanently relocate, the reasonable time required for your household to settle elsewhere.
2. **Fair Rental Value.** If a peril not otherwise excluded makes the dwelling or that part of the unit rented to others or held for rental by you unfit for occupancy, we insure its Fair Rental Value. Payment shall be for the reasonable time required to repair or replace that part of the unit rented or held for rental. Fair Rental Value shall not include any expense that does not continue while that part of the unit rented or held for rental is unfit for occupancy.
3. **Prohibited Access.** If a civil authority prohibits access to the dwelling or your unit:
 - a. as a direct result of damage to neighbouring premises by a peril not otherwise excluded under this form, we insure any resulting Additional Living Expense and Fair Rental Value loss for a period not exceeding 2 weeks; or

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- b. by order for mass evacuation as a direct result of a sudden and accidental event within Canada or the United States of America, we insure any resulting necessary and reasonable increase in living expense to a maximum of \$2,500 incurred by you for the period access is prohibited, not exceeding 30 days from the date of the order of evacuation. This coverage for mass evacuation is not subject to a deductible.

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

- i. flood;
- ii. earthquake, unless the earthquake peril has been added to this policy by endorsement;
- iii. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military power;
- iv. Terrorism or 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 such loss or damage;
- v. 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;
- vi. contamination by radioactive material.
- vii. any communicable disease;
- viii. any cyber act

This coverage does not increase the amounts of Insurance for Coverage D, Additional Living Expense.

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

Special Coverage Features

In addition to the insurance provided by the Property Coverages, your policy provides these Special Coverage Features, subject to the terms and conditions set out.

Credit Card, Automated Teller Card, Forgery and Counterfeit Money Coverage

We will pay for:

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

We do not cover loss caused by the use of your credit card or automated teller card by a resident of your household or by a person to whom the card has been entrusted.

We do not cover any loss resulting from your, or anyone acting on your authority, being induced by any dishonest act to voluntarily part with title to or possession of any money or property, including but not limited to, any loss resulting from a social engineering event.

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

This Coverage Feature is not subject to a deductible.

Damage to Unit

You may apply up to \$500 of your Personal Property insurance to pay for damage, not including fire damage:

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

The deductible applies to this Coverage Feature.

Debris Removal

We will pay the cost of removing from your premises the debris of property insured which results from loss or damage insured by this form.

If the amount payable for loss, including expense for debris removal, is greater than the amount of insurance an additional 5% of that amount will be available to cover debris removal expense.

The deductible applies to this Coverage Feature.

Fire Department Charges

We will reimburse you for fire department charges incurred for attending your premises to save or protect insured property from loss or damage or further loss or damage, insured against by this form.

This Coverage Feature is not subject to a deductible.

Frozen Food Protection

We will pay for loss or damage to food while contained in a freezer located on your premises caused by the accidental interruption of electrical power on or off the premises or by mechanical breakdown of the freezer. This coverage includes damage to the freezer when it is due to the insured food spoilage and also reasonable expenses incurred by you to save and preserve the food from spoilage while your freezer is being repaired.

We do not insure:

1. loss from spoilage caused by the operation of an electrical circuit breaker or fuse or by accidental or intentional disconnection of the power supply in the building containing the freezer;
2. expenses incurred in the acquisition of frozen food.

This Coverage Feature is not subject to a deductible.

Inflation Guard

We will increase the limits of insurance stated on the Certificate of Property Insurance for Coverages C and D by amounts which are solely attributable to the inflation increase since the inception date of this policy, the latest renewal or anniversary date or from the date of the most recent change to the amounts of insurance shown on the Certificate of Property Insurance, whichever is the latest.

On renewal or anniversary date, we will automatically increase the amounts of insurance shown on the Certificate of Property Insurance under Section I by amounts which are solely attributable to the inflation increase since the inception date of this policy or the latest renewal or anniversary date.

Lock Replacement

If your exterior door keys are lost or stolen, your policy provides up to \$500 to re-key your locks or to replace them if it is not possible to re-key them. You must notify us within 72 hours of the discovery of the keys being lost or stolen.

This Coverage Feature is not subject to a deductible.

Mortgage Rate Protector

Should your unit be rendered a total loss by a peril not otherwise excluded your mortgagor may have the right to call in your mortgage loan, making it necessary for you to arrange a new loan. If your new mortgage loan bears a higher rate of interest than the old one, we will pay:

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1. the extra cost of your loan repayments on the balance of your outstanding mortgage, calculated as the difference between the old and the new payment amounts, each month until the maturity date of the original mortgage agreement; and
2. legal fees you incurred to obtain the new mortgage, but we will not pay for other costs such as judgments or service charges.

The payments provided by this Feature:

- a. are in addition to the amount of insurance shown for Coverage C on the Certificate of Property Insurance; and
- b. will cease on the date you relinquish title to or your interest in your unit.

Where found in this Feature, the words "total loss" means that the total cost of insured loss or damage equals or exceeds the amount shown for Coverage C on the Certificate of Property Insurance.

This Coverage Feature is not subject to a deductible.

Personal Records Stored in a Personal Computer

We will pay for data recovery of personal records lost because of a peril not otherwise exclude to the extent that data recovery of personal records is not possible, we will pay for data recreation. Virtual currency, intangible assets and data pertaining to business or business pursuits are not covered.

Coverage under this feature is limited to a maximum of \$3,000. The deductible applies to this Coverage Feature.

Property Removed

If you must remove insured property from your premises to protect it from loss or damage that is covered by this policy, it is insured by this form for 90 consecutive 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 insured property at the time of loss.

The deductible applies to this Coverage Feature.

Reward Coverage

We will pay up to \$1,000 to any individual or organization for information leading to the arrest and conviction of any person(s) who robs from any person insured under this policy or steals, vandalizes, burglarizes, or commits arson to any insured property. Regardless of the number of persons providing information, payment will not exceed \$1,000 in total.

This Coverage Feature is not subject to a deductible.

Notice to Authorities

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

Insured Perils – Coverage C

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

1. Fire or lightning.
2. Explosion. This peril does not include water hammer.
3. Smoke. This peril means smoke due to a sudden, unusual 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 a building by aircraft, watercraft or land vehicle. Animals are not insured under this peril.
5. Impact by aircraft, watercraft or land vehicle. Animals are not insured under this peril.
6. Riot.
7. Vandalism and malicious acts. This peril does not include loss or damage caused by theft or attempted theft.
8. Water damage. This peril means loss or damage caused by water as defined in Specified Perils.
9. Windstorm or hail. This peril does not include loss or damage to your personal property within a building, caused by windstorm, hail or coincidental rain damage unless the storm first creates an opening in the building.

Except as provided under Insured Peril "Building collapse", this peril does not include loss or damage due to:

- a. weight, pressure or melting of ice or snow; or
 - b. waves or floods; whether driven by wind or not.
10. Burglary. We will pay up to \$1000 for damage to your dwelling caused by burglary, or attempted burglary. We will not pay for loss or damage to glass. This peril means damage to your premises, caused during the theft or attempted theft of property from within the premises, following illegal and forcible entry and exit, leaving visible marks at the point of forced entry or exit.
This peril does not include loss or damage:
 - a. to animals, birds or fish;
 - b. occurring while the dwelling is under construction or vacant, even if permission for construction or vacancy has been given by us.
 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. from the part of the unit rented to others caused by theft or attempted theft by any tenant, tenant's guest, tenant's employee or member of the tenant's household;
 - c. to animals, birds or fish.
 12. Building collapse. This peril means loss or damage arising from the collapse of part or all of your unit building, including collapse caused by the weight of ice, snow or sleet.
This peril does not include loss or damage resulting from building collapse caused by:
 - a. settling, expansion, contraction, moving, bulging, buckling or cracking; or
 - b. flood, surface water, spray, storm surge, waves, tides, tidal waves, ice or water-borne objects, whether driven by wind or not.
 13. Electricity. This peril means sudden and accidental damage from artificially generated electrical current.
 14. Fuel oil escape. This peril means damage to your personal property from fuel oil caused by the bursting or overflowing of a domestic fixed fuel oil tank, apparatus or pipes.

Exclusions – Section I

Property not insured:

1. buildings or structures used in whole or in part for business or farming purposes;
2. retaining walls, unless the damage is caused by fire, lightning, impact by watercraft, land vehicle or aircraft, vandalism, and malicious acts;
3. sporting equipment where the loss or damage is due to its use;

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4. animals, birds, or fish unless the loss or damage is caused by a Specified Peril, other than impact by aircraft, watercraft, or land vehicle;
5. property at any fairground, exhibition, or exposition for the purpose of exhibition or sale;
6. any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
7. any property illegally acquired, used, kept, stored, imported, or transported or any property subject to forfeiture;
8. evidences of debt or title.
9. loss or damage to wine or spirits directly or indirectly caused by
 - a. breakage
 - b. spoilage
10. virtual currency;
11. intangible assets;
12. buildings or structures or personal property contained in them, 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, except as allowed by law.

Loss or damage not insured:

13. wear and tear, deterioration, defect, or mechanical breakdown;
14. inherent vice or latent defect;
15. the cost of making good:
 - a. faulty or improper material;
 - b. faulty or improper workmanship; or
 - c. faulty or improper design.

This exclusion does not apply to loss or damage caused directly by a resultant peril not otherwise excluded in this form.

16. a. data; or
 - b. loss or damage caused directly or indirectly by a data problem. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage except you are still insured for ensuing loss or damage caused directly by fire, explosion, smoke, or water damage, all as described Specified Perils.
17. loss involving virtual currency or intangible assets of any kind, by whatever name known, whether actual or fictitious.

Nor do we insure loss or damage:

18. caused by rust or corrosion, wet or dry rot, or fungi or spores;
19. resulting directly from settling, expansion, contraction, moving, bulging, buckling, or cracking except resulting damage to building glass;
20. occurring after your unit has, to your knowledge, been vacant for more than 30 consecutive days;
21. caused directly or indirectly by:
 - a. 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 coal, natural or manufactured gas; or
 - b. contamination by radioactive material;

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.
22. caused directly or indirectly by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.
23. 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". This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable, or contrary to statute, the remainder shall remain in full force and effect. This exclusion does not apply to ensuing loss or damage which directly results from fire or explosion of natural, coal or manufactured gas;
24. resulting from an intentional or criminal act or failure to act by:
 - a. any person insured by this policy;
 - b. any other person at the direction of any person insured by this policy; or
 - c. any tenant, tenants' guests, boarder or employee, or any member of the tenants' household;
 - (1) This exclusion applies only to the claim of a person:
 - i. whose act or omission caused the 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 loss or damage.
 - (2) A 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,
 - a. by submitting to an examination under oath, if requested by us
 - b. 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
 - c. by permitting extracts and copies of such documents to be made, all at reasonable place and time designated by us.
 - ii. cannot recover more than their proportionate interest in the lost or damage property.
25. arising directly or indirectly from the growing, manufacturing, processing, storing, possession, or distribution by anyone of any drug, narcotic or illegal substances or items of any kind. This includes any alteration of the premises to facilitate such activity, whether or not you have any knowledge of such activity. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
26. to personal property undergoing any process involving the application of heat, or while being worked on, where the damage results from such process or work, but resulting damage to other property is insured;
27. caused by animals owned by you or in your care, custody, or control;
28. caused by birds, vermin, skunks, rodents, (other than raccoons and squirrels), bats or insects, except loss or damage to building glass;
29. caused by smoke from agricultural smudging or industrial operations;

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30. caused directly or indirectly by snowslide, earthquake, landslide, mudflow, or any other earth movement. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage except you are still insured for ensuing loss or damage which directly results from fire or explosion;
31. caused by vandalism or malicious acts or glass breakage occurring while your unit is under construction or vacant even if permission for construction or vacancy has been given by us;
32. resulting from a change in ownership of property that is agreed to even if that change was brought about by trickery or fraud;
33. caused by or resulting from contamination or pollution, or the release, discharge or dispersal of contaminants or pollutants, unless the loss or damage resulted from the sudden and accidental bursting or overflowing of your domestic fixed fuel oil tank, apparatus, or pipes;
We do not insure loss or damage:
 - a. to sewers;
 - b. caused by continuous or repeated leakage or seepage;
 - c. occurring while the unit is under construction or vacant, even if we have given permission for construction or vacancy.
34. caused by theft or attempted theft of property in or from a unit under construction, or of materials and supplies for use in the construction, until the unit is completed and ready to be occupied;
35. to an outdoor hot tub, outdoor swimming pool or equipment attached to a public water- main, caused by water escape, rupture or freezing;
36. caused directly or indirectly by continuous or repeated seepage or leakage of water. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
37. caused directly or indirectly by flood, surface water, spray, storm surge, ice, or waterborne objects, all whether driven by wind or not. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, unless the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached;
38. caused directly or indirectly by water except as defined in Specified Perils;
but we do not insure loss or damage:
 - a. caused by the backing up or escape of water from a sewer, sump or septic tank, retention tank, French drain, or water leader;
 - b. caused by ground water or rising of the water table;
 - c. caused by surface waters;
 - d. to a watermain;
 - e. to a system or domestic water container from which the water escaped;
 - f. caused by shoreline ice build-up or by water-borne ice or other objects, all whether driven by wind or not;
 - g. occurring while the building is under construction or vacant even if we have given permission for construction or vacancy;
 - h. caused by freezing during the usual heating season:
 - i. within a heated portion of your dwelling, if you have been away from your premises 8 or more consecutive days; but you will still be insured if:
 - a. you used reasonable care to maintain heat in the building; or
 - b. shut off and drained the water system and domestic water containers;
 - ii. within an unheated portion of your unit.

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.
39. or expenses, caused directly or indirectly, in whole or in part by any communicable disease regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, or expenses;
40. directly or indirectly caused by, contributed to by, resulting from or arising out of any cyber act or any cyber incident. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage except you are still insured for ensuing loss or damage caused directly by fire, explosion, smoke, or water damage all as described in Specified Perils, and theft or attempted theft of property when such property is not otherwise excluded.

Basis of Claim Payment

We will pay for insured loss of or damage to the unit and detached private structures and personal property as described below up to your financial interest in the property, but not exceeding the applicable amount(s) of insurance for any loss or damage arising out of any one occurrence.

Amounts Not Reduced

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

Actual Cash Value

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

Deductible

We are responsible only for the amount by which the loss or damage covered by this policy of insurance exceeds the amount of the deductible shown on the Certificate of Property Insurance in any one occurrence.

If your claim involves personal property on which the Special Limits of Insurance apply, the limitations apply to losses exceeding the deductible amount.

Increased Cost of Repair or Replacement

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

Insurance Under More Than One Policy

If you have insurance on specifically described property, this policy will be considered excess insurance and we will not pay any loss or claim until the amount of such other insurance is used up.

In all other cases, we will pay our rateable proportion of the loss or claim under this policy.

Personal Property

1. For electronic media we will pay the cost of reproduction 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, or the value of electronic media if such electronic media cannot be recreated.
2. For other records, including books of account, drawings, or card index systems, we will pay the cost of blank books, pages, cards, or other materials plus the cost of actually transcribing or copying the records.
3. We will pay on the basis of replacement cost for all other personal property except:

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- a. articles that cannot be replaced with new articles because of their inherent nature, including antiques, fine arts, paintings, and statuary;
- b. articles for which their age or history substantially contributes to their value, such as memorabilia, souvenirs, and collectors' items;
- c. property that has not been maintained in good or workable condition;
- d. property that is no longer used for its original purpose; for which we will pay only on the basis of actual cash value.

Replacement cost means the cost, on the date of the loss or damage, of the lower of:

1. repairing the property with materials of similar kind and quality; or
2. new articles of similar kind, quality, and usefulness; without any deduction for depreciation.

We will pay on the basis of replacement cost only if the property lost or damaged is repaired or replaced as soon as reasonably possible. Otherwise, we will pay on the basis of actual cash value.

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

For personal property described under "Special Limits of Insurance" we will not pay more than the applicable limit under either the replacement cost or actual cash value basis.

Unit Additional Protection, and Unit Improvements and Betterments

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

If loss or damage is not replaced or repaired, we will pay the actual cash value of the loss or damage at the date of the occurrence.

Additional Agreement

Property of Others

At the option of the Insurer, any loss may be paid to the Named Insured or adjusted with and paid to the owner of the Renewable Energy Equipment. For leased or rented Renewable Energy Equipment, notwithstanding any payment made by us to the owner of such equipment, the insured's right to dispute resolution available under any condition of this policy or applicable insurance legislation is unaffected.

Conditions

The following conditions apply to the coverage provided by Section I of this policy.

Pair and Set

In the case of loss or damage to any article(s) which is (are) part of a set the measure of loss of or damage to such article(s) will be a reasonable and fair proportion of the total value of the set, but in no event will such loss or damage be construed to mean total loss of the set.

Parts

In the case of loss or damage to any part of the insured property 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.

Permissions Granted

You have our permission under the terms and conditions of this policy to:

1. make alterations, additions, and repairs to the unit that you occupy. (You may, however, need to request an increase in your Limits of Insurance.)
2. store and use reasonable and normal quantities of fuel oil, gasoline, benzene, naphtha, or other similar materials.

Statutory Conditions

All of the conditions set out under the title Statutory Conditions apply with respect to all of the perils insured under Section I except that these conditions may be modified or supplemented by the provisions of the said Section I or by forms or endorsements which modify Section I

Subrogation

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

If such action on our part does not fully indemnify both you and us, the amount that we recover will be divided between you and us in the proportions in which the loss or damage has been borne by each of us, respectively. The amounts so available for distribution shall be net of the costs of effecting the recovery.

Section II – Definitions

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

"Business or Business Pursuit" means any continuous, regular, or occasional activity of any kind undertaken for financial gain, and includes a trade, profession, or occupation. However, the following business uses by you are permitted without being stated on the Certificate of Property Insurance:

1. school, if not more than three students are under instruction at any one time;
2. babysitting or daycare, provided a license for such daycare or babysitting is not required by provincial by-law as per the province shown on the Certificate of Property Insurance.

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

"Computer system" in this Section has the same meaning as in Section I.

"Cyber act" in this Section has the same meaning as in Section I.

"Cyber incident" in this Section has the same meaning as in Section I.

"Dwelling" in this Section has the same meaning as in Section I.

"Electric Vehicle Supply Equipment (EVSE)" in this Section has the same meaning as in Section I.

"Insured" in this Section has the same meanings as in Section I. In addition, we will insure:

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

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

"Malware or Similar Mechanism" in this Section has the same meaning as in Section I.

"Named Insured" in this Section has the same meaning as in Section I.

"Premises" means all premises where the Named Insured or the Named Insured's spouse, maintains a residence, including seasonal and other residences, provided such premises are specifically described on the Certificate of Property Insurance. It also includes:

1. premises where you are residing temporarily or which you are using temporarily, as long as you are not:
 - a. the owner of the premises;
 - b. the lessee or tenant of the premises under any agreement which is longer than 90 consecutive days except for student's premises described in item 6 below;
 - c. the lessee or renter of a hall or similar entertainment venue used for social events, such as weddings, parties, etc.
2. 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. 30 consecutive days;
 - b. the date the policy expires or is terminated;
 - c. the date upon which specific liability insurance is arranged for such premises;
3. individual or family cemetery plots or burial vaults;
4. vacant land in Canada you own or rent, other than farmland;
5. land in Canada where an independent contractor is building a one, two or three-family residence to be occupied by you.
6. premises in Canada where a student insured by this policy temporarily resides while attending school.

"Property Damage" means:

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

Tangible property does not include electronic data.

"Renewable Energy Equipment" means permanently installed solar panels, wind turbines, rechargeable batteries, geothermal equipment, and their apparatus installed on the land within the lot lines on which the dwelling building is situated and, where required, which have been installed by a qualified electrician and meet provincial installation requirements, and are used for the generation, transmission, storage, or utilization of mechanical or electrical power, predominately for personal use, not otherwise insured.

"Residence Employee" in this Section has the same meaning as "Residence Employee" in Section I.

"You" or **"your"** in this Section refer to the Insuree

"We" or **"us"** in this Section have the same meanings as in Section I.

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

Section II – Insurance of Your Liability To Others

Coverages

This insurance applies to accidents or occurrences which take place during the period this policy is in force;

Coverage E – Your Personal Liability Protection

This is the part of the policy you look to for protection if you are sued.

We will pay all sums which you become legally liable to pay as compensatory damages because of unintentional bodily injury or property damage arising out of:

1. your personal actions anywhere in the world;
2. your ownership, use or occupancy of the premises defined in Section II.

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

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

We do not insure claims made against you arising from:

1. liability you have assumed by contract unless your legal liability would have applied even if no contract had been in force, but we do insure claims made against you for the legal liability of other persons in relation to your premises that you have assumed under a written contract;

Section II – Insurance of Your Liability To Others

2. damage to property owned by an insured;
3. damage to property used, occupied, leased, or rented by or in the care, custody, or control of an Insured, except for unintentional property damage to premises owned by others, or their contents, which you are using, renting or have in your custody or control caused by fire, explosion, water damage or smoke. This 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. Water Damage has the same meaning as in Section I;
4. damage to personal property or fixtures as a result of work done on them by you or anyone on your behalf;
5. bodily injury to you or to any person residing in your household other than a residence employee;
6. the personal actions of a named insured who does not reside on the premises described on the Certificate of Property Insurance;
7. liability arising out of premises, other than as herein before defined.

There are other exclusions that apply to all Coverages under Section II. Please refer to "Exclusions - Section II".

Defence, Settlement Supplementary Payments

If a claim is made against you 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 if we decide this is appropriate. We will pay only for the legal counsel we select.

We will also 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 limit 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 limit of insurance, but we are not obligated to apply for or provide these bonds;
5. expenses which you have incurred for emergency medical or surgical treatment to others following an accident or occurrence insured by this form;
6. reasonable expenses, including actual loss of income up to \$100 per day, which you incur at our request.

Action Against Us

No suit may be brought against us:

1. until you have fully complied with all the terms of this Coverage, nor until the amount of your obligation to pay has been finally determined, either by a judgment against you or by an agreement which has our consent;
2. more than one year (two years in the Yukon Territories and the Provinces of Ontario and Manitoba) 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.

Unauthorized Settlements

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

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.

The amount of insurance shown on the Certificate of Property Insurance is the maximum amount we will pay for each person in respect of one accident or occurrence.

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. medical expenses of any person that arise from the construction or renovation activities being performed on your dwelling or detached private structure.

There are other exclusions that apply to all Coverages under Section II. Please refer to "Exclusions - Section II".

Notice of Accident or Occurrence

1. When an accident or occurrence takes place, you must promptly give us notice (in writing if required). The notice must include:
 - a. your name and policy number;
 - b. the time, place, and circumstances of the accident;
 - c. the names and addresses of witnesses and potential claimants.
2. If requested by us, you must arrange for the injured person(s) to:
 - a. give us written proof of claim as soon as possible, under oath if required;
 - b. submit to physical examination at our expense by doctors we select as often as we may reasonably require;
 - c. authorize us to obtain medical and other records.

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

No suit may be brought against us until you have fully complied with all the terms of this Coverage.

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 an Insured, 12 years of age or under.

We do not insure:

1. damage to property owned or rented by an insured or an insured's tenant;
2. damage to property which is insured under Section I;
3. claims resulting from the loss of use, disappearance, or theft of property;
4. damage to property occurring on the premises arising from the construction or renovation activities being performed on your dwelling or detached private structure.

There are other exclusions that apply to all Coverages under Section II. Please refer to "Exclusions - Section II".

Basis of Payment

We will pay whichever is the lower amount of:

1. what it would cost to repair or replace the property with materials of similar quality at the time of loss;
2. the amount of insurance shown on the Certificate of Property Insurance.

Section II – Insurance of Your Liability To Others

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.

1. You must give us a written proof of claim as soon as possible, under oath if required, containing the following information:
 - a. the date, time, place and circumstances of the accident or occurrence;
 - b. the interest of all persons in the property affected.
2. If requested by us, you must help us to verify the damage.

No suit may be brought against us until:

1. you have fully complied with all the terms of this Coverage;
2. 60 days after the written proof of claim has been filed with us.

Coverage H - Voluntary Compensation for Residence Employees

This coverage is automatically provided for all your occasional residence employees. It will be extended to your permanent residence employees if so, stated on the Certificate of Property Insurance.

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

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

A residence employee or anyone acting on their 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.

1. When an accident occurs, you must promptly give us notice (in writing if requested by us). 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.

We will not pay benefits:

1. unless your employee was actually performing duties for you when the accident happened;
2. for any hernia injury;
3. for injury occurring on the premises arising from the construction or renovation activities being performed on your dwelling or detached private structure.

Schedule of Benefits

1. Loss of Life

If your residence employee dies from injuries received in the accident within the following 26 weeks, we will pay a total of 100 times the weekly indemnity to those wholly dependent upon him or her. If there is more than one dependent the amount will be divided equally among them. This payment is in addition to any benefit for Temporary Total Disability paid up to the date of death.

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 7 days unless the disability lasts for 6 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 100 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 100 weeks in total even if the accident results in loss from more than one item.

For Loss of	Number of Weeks
A. One or more of the following:	
Hand	100
Arm	100
Foot	100
Leg	100
B. One finger or toe or	25
More than one finger or toe	50
C. One eye or	50
Both eyes	100
D. Hearing of one ear or	25
Hearing of both ears	100

5. Medical Expenses

If as a result of the accident your residence employee incurs medical expenses 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.

Section II – Insurance of Your Liability To Others

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.

Loss Assessment Coverage (Condominium Unit Owner)

We will pay for your share of special assessments if:

- a. the assessment(s) are valid under the Condominium Corporation's governing rules; and
- b. the assessment(s) are made necessary by occurrence(s) to which this Section of the policy applies.

We will not pay more than \$25,000 for that part of an assessment made necessary by a deductible in the insurance policy of the Condominium Corporation.

Special Limitations

Watercraft and Motorized Vehicles

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

1. watercraft, including their attachments, equipped with any type of motor of not more than 38 kW (50 H.P.), other than personal watercraft powered by a jet-pump propulsion system;
Any other watercraft is insured only if liability coverage for it is shown on the Certificate of Property Insurance. If the watercraft or motor with which it is equipped, other than personal watercraft powered by a jet-pump propulsion system, is acquired after the effective date of this policy, you will be insured automatically for a period of 30 days only from the date of acquisition, or until expiry of the policy, whichever comes first;
2. non-motorized watercraft, including their attachments, not more than 8 metres (26 feet) in length;
3. self-propelled lawn mowers, snow blowers, garden tractors of not more than 19 kW (25 H.P.);
4. motorized golf carts while in use on a golf course;
5. motorized wheelchairs, including motorized scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability;
6. e-bikes.

Watercraft and Motorized Vehicles You Do Not Own

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

1. watercraft, of any type, you do not own;
2. any self-propelled land vehicle, amphibious vehicle, or air cushion vehicle, provided that the vehicle is not subject to vehicle registration and is designed primarily for recreational use off public roads;

provided that the motorized vehicle or watercraft is not owned by any person insured by this policy.

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

1. used for carrying passengers for compensation;
2. used for business purposes;
3. used in any race or speed test;
4. rented to others;
5. being used or operated without the owner's consent if you are not the owner.

Trailers

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

Business and Business Property

We insure you against claims arising out of:

1. your personal actions during the course of your trade, profession or occupation which are not related directly to your trade, profession, or occupation;
2. the temporary or part-time business pursuits of an insured person under the age of 21 years;
3. the rental of your residence to others for no more than 30 days during a single policy term;
4. rental to others of a one or two-family dwelling usually occupied in part by you as a residence, provided no family unit includes more than 2 roomers or boarders;
5. the rental to others, or holding for rent, of not more than 3 car spaces or stalls in garages or stables;
6. the rental of space in your residence to others for incidental office, school, or studio occupancy.
7. Renewable Energy Equipment.

Claims arising from any other business pursuit or operation are insured only if liability coverage for it is shown on the Certificate of Property Insurance.

Exclusions - Section II

We do not insure claims:

1. caused directly or indirectly by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
2. 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. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable, or contrary to statute, the remainder shall remain in full force and effect. This exclusion does not apply to ensuing loss or damage which directly results from fire or explosion of natural, coal or manufactured gas;
3. arising from:
 - a. 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 coal, natural or manufactured gas; or
 - b. contamination by radioactive material;
4. arising from business pursuits or any business use of the premises except as provided under "business and business property" in Section II or specified on the Certificate of Property Insurance;
5. arising from the rendering or failure to render any professional service;
6. arising from bodily injury or property damage caused by any intentional or criminal act or failure to act by:
 - a. any person insured by this policy; or
 - b. any other person at the direction of any person insured by this policy;

Section II – Insurance of Your Liability To Others

7. arising from the ownership, use or operation of:
 - a. any drone while being operated in an official race or speed test, or drones which exceed the federally regulated maximum weight permitted to be operated without valid licensing;
 - b. any other aircraft;
 - c. premises used as an airport or landing facility; and all activities related to either;
8. arising from the ownership, use or operation of any watercraft, motorized vehicle, or trailer except as provided under "watercraft and motorized vehicles" and "trailers" in Section II;
9. arising from any communicable disease;
10. arising from:
 - a. sexual, physical, psychological, or emotional abuse, molestation, or harassment, including corporal punishment by, at the direction of, or with the knowledge of any person insured by this policy; or
 - b. failure of any person insured by this policy to take steps to prevent sexual, physical, psychological, or emotional abuse, molestation or harassment or corporal punishment;
11. arising from the distribution or display of data via a website, the internet, intranet or similar device or system designed or intended for electronic communication of data;
12. arising from liability imposed upon or assumed by you under any workers' compensation statute;
13. for punitive or exemplary damages, meaning that part of any award by a court which is in excess of compensatory damages and is stated or intended to be a punishment to you;
14. caused by rust or corrosion, wet or dry rot, or fungi or spores;
15. for bodily injury or property damage directly or indirectly, whole or in part, caused by, contributed to by, resulting from or arising out of any cyber act or any cyber incident. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the bodily injury or property damage;
16. against a Family Trust, Company or Estate, its Trustees and/or Beneficiaries, unless arising out of the ownership, use and maintenance of the premises defined in Section II.

Additional Agreement:

Electrical Authority and Electrical Generation, Transmission and Distribution Company

With respect to "Electrical Company(s) – Renewable Energy Equipment", that person(s) or organization(s) is added to your policy as an Additional Insured, but only with respect to liability arising out of your ownership, maintenance, or use of the Renewable Energy Equipment.

Lessor of Leased Renewable Energy Equipment

With respect to "Lessor – Renewable Energy Equipment", that person(s) or organization(s) is added to your policy as an Additional Insured, but only with respect to their liability arising out of the maintenance, operation, or use by you of the Renewable Energy Equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply to:

1. Any bodily injury or property damage which takes place after you cease to lease the Renewable Energy Equipment.
2. To bodily injury or property damage arising out of the sole negligence of the person(s) or organization(s) specified.
3. This additional insured shall not be entitled to protection under this policy if any other insurance applies to a loss or claim, or would have applied if this policy did not exist, whether that other insurance is primary or excess.

Conditions

1. Notwithstanding any other similar clause in this policy or any other policy, if any other insurance applies to a loss, or would have applied if this policy did not exist, this policy will be considered excess insurance and we will not pay any loss until the amount of such other insurance is used up.
2. Statutory Conditions Misrepresentation, Change of Interest, Material Change, Termination and Notice incorporated in this policy apply as conditions to all Coverages under Section II.
3. Only losses that occur within the policy term shown on the Certificate of Property Insurance will be covered under this policy. There will be no coverage for any loss that occurred or was in progress prior to the policy period inception date or after the policy period expiry date shown on the Certificate of Property Insurance.

Broad Rented Condominium Policy

The policy consists of these wordings, the Certificate of Property Insurance which contains information that is unique to your insurance policy and other forms that may need to be attached to complete your package coverage. Together, these represent the legal contract of indemnity that exists between you and us. This policy contains various exclusions and limitations which eliminate or restrict coverage. Please read it carefully.

Insuring 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.

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

The Certificate of Property Insurance summarizes the Insurance coverage you have selected and the premiums, limits, amounts and deductibles that apply to them. Among other things, the Certificate of Property Insurance also identifies the policyholder, the policy term and any Endorsements that apply to your Insurance Coverage.

Only losses that occur within the policy term shown on the Certificate of Property Insurance will be covered under this policy. There will be no coverage for any loss that occurred or was in progress prior to the policy period inception date or after the policy period expiry date shown on the Certificate of Property Insurance.

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

If during the term of this policy we change the insurance of the kind provided by this policy to provide more coverage at no additional cost, you will automatically benefit from that change at no increase in premium.

This form consists of three sections:

Section I describes the insurance on your property. It also includes additional living expenses and/or fair rental value in certain circumstances.

Section II describes the insurance for your legal liability for bodily injury to others or damage to property of others arising out of your premises. It also includes benefits following injury and damage to property of others in certain other circumstances.

Section III describes the Optional Coverages you have purchased for an additional premium.

Section I – Definitions

"Actual Cash Value" means various factors shall be considered in the determination of actual cash value. Such factors shall include but are not 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 loss or damage, the resale value, the normal life expectancy of the property and obsolescence.

"Business or Business Pursuit" means any continuous, regular, or occasional activity of any kind undertaken for financial gain, and includes a trade, profession, or occupation. However, the following business uses by you are permitted without being stated on the Certificate of Property Insurance:

1. Rental of the premises.

"Business Property" means property of any description related to a business pursuit conducted on the premises or elsewhere.

"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.

"Computer system" means any computer, hardware, software, communications system, electronic device (including but not limited to smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any 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 and in Quebec the meeting of co-proprietors, established under Provincial Legislation.

"Cyber act" means an unauthorized, malicious, or criminal act or series of related unauthorized, malicious, or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any computer system. It also includes malware or similar mechanism.

"Cyber incident" means:

1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any computer system; or
2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any computer system.

Cyber incident includes malware or similar mechanism.

"Data" means information, facts, concepts, code, or any other information of any kind:

1. that is recorded or transmitted in a form to be used, accessed, processed, transmitted, or stored by a computer system including programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment; or
2. that is used for records, including but not limited to books of account, drawing or card index systems.

"Data Problem" means:

1. erasure, destruction, corruption, misappropriation, misinterpretation of data;
2. error in creating, amending, deleting or using data; or
3. inability to access, receive, transmit or use data

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

"Dwelling" means the Building described in the Certificate of Property Insurance.

"Electric Vehicle Supply Equipment (EVSE)" means an electric vehicle charging station that supplies recharging of plug-in private passenger electric vehicles and private passenger plug-in hybrid vehicles and, where required, has been installed by a qualified electrician and meets provincial installation requirements and is located on your premises.

"e-bike (electric bike)" means a power assisted bicycle that meets the federal and provincial definitions of a power assisted bicycle and is incapable of attaining speeds higher than 32 km/h on level ground.

"Flood" means 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.

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

"Garden tractor" means a tractor of not more than 25hp used for cutting lawns, tilling gardens, and removing weeds. May also be used for snow removal. Does not include backhoes, front loaders, or similar equipment.

"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 the build-up of ice and water on the roof, or within the eaves trough and downspout system, caused by repeated thawing and freezing of ice and snow within the eaves trough and downspout system.

"Insured" means the Named Insured and Named Insured's spouse while living in the same household:

Only the person(s) named on the Certificate of Property Insurance may take legal action against us.

"Intangible Assets" means intangible assets including but not limited to non-fungible tokens (NFTs), other blockchain-based assets, digital collectibles, or digital art.

Section I – Definitions

"Major Appliance" means those appliances usual to the cooking or refrigeration of foods, and the cleaning of articles usual to the maintenance or operation of a household; such as refrigerator, stove, clothes washer and dryer, water softening or conditioning unit, and any built-in dishwasher or micro-wave oven.

"Malware or Similar Mechanism" means any program code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with, or otherwise adversely affect computer programs, data files or operations (whether involving self-replication or not), including but not limited to 'virus,' 'Trojan horses,' 'worms,' 'logic bombs' or 'denial of service attack.'

"Named Insured" means the person(s) named as Insured on the Certificate of Property Insurance.

"Premises" means your unit, and includes:

1. detached private structures, garages, parking stalls, storage rooms or lockers; and
2. private approaches reserved for your use or occupancy only.

"Reasonable Care" means measures customarily taken by a homeowner to ensure, to the best of their ability, that heating has been and will continue to be maintained. These measures include, but are not limited to, arranging for a competent person to regularly check your dwelling, regularly monitoring the heat in your dwelling by way of a remote system, ensuring the heating system is operational and functioning prior to departure, ensuring all windows and doors are closed and secured, and ensuring the thermostat has been set to a temperature that is sufficient to prevent freezing of pipes.

"Renewable Energy Equipment" means solar panels and wind turbines and their apparatus permanently installed on your premises used for the generation, transmission, or utilization of mechanical or electrical power

"Replacement Cost" means the cost, on the date of the loss or damage, of the lower of:

1. repairing the property with materials of similar kind and quality; or
2. new articles of similar kind, quality, and usefulness;
without any deduction for depreciation.

"Residence Employee" means a person employed by you to perform duties in connection with the maintenance or use of the premises. This includes persons who perform household or domestic services or duties of a similar nature for you. This does not include contractors or sub-contractors. It also does not cover persons while performing duties in connection with your business.

"Specified Perils"

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

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. a falling object which strikes the exterior of the building;
6. impact by aircraft, watercraft, or land vehicle;
7. riot;
8. vandalism or malicious acts, not including loss or damage caused by theft or attempted theft;
9. water damage meaning damage caused by:
 - a. the sudden and accidental escape of water from a watermain;
 - b. the sudden and accidental escape of water or steam from within a plumbing, heating, sprinkler, air conditioning system or 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. However, such damage is not covered when the escape of water is caused by freezing;
 - d. water which enters your dwelling through an opening which has been created suddenly and accidentally by a peril not otherwise excluded;
 - e. the backing up or escape of water from an eavestrough or down spout, or by ice damming, provided the water has not entered through a basement or foundation wall;
10. windstorm or hail, including loss or damage caused by weight of ice, snow, or sleet. This peril does not include loss or damage to your personal property within a building, caused by windstorm, hail or coincidental rain damage unless the storm first creates an opening in the building;
11. transportation meaning loss or damage to your personal property, caused by collision, upset, overturn, derailment, stranding or sinking of any motorized vehicle or attached trailer in which the insured property is being carried. This would also apply to any conveyance of a common carrier, but does not include loss or damage to property in a vacation or home trailer which you own. Watercraft, their furnishings, equipment, or motors are also not covered.

"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" means either of two persons who are married to each other or who have together entered into a marriage that is voidable or void, or either of two persons who are 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.

"Surface Waters" means water on the surface of the ground where water does not usually accumulate in ordinary watercourses, lakes, or ponds.

"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.

"Under Construction" means

1. For construction of a new dwelling building or detached private structure:
The period of time commencing from the date site preparation is initiated and continuing through, excavation, laying of foundations and the assembly of components, concluding when the dwelling building/detached private structure is completed and ready for occupancy.
2. For alterations or repairs to existing dwelling buildings or detached private structures:
The period of time during any alterations or repairs involving:
 - a. site preparation;
 - b. demolition;
 - c. laying of foundations;
 - d. removal or weakening of any structural support; or
 - e. the opening of an exterior wall or roof component that extends beyond 48 consecutive hours.

The period of construction commences from the date the alterations or repairs are initiated and continues until such time as all interior fixtures are installed with all exterior finishes and finished carpentry completed.

Section I – Definitions

If the premises is unoccupied during the period of construction, the dwelling building or detached private structure is considered under construction until the occupants have taken up residency even if the alterations or repairs have been completed.

"Unit" means the condominium unit, strata lot or exclusive portion, described in the Condominium Declaration or Co-ownership Declaration and on the Certificate of Property Insurance.

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

1. all occupants have moved out with no intention of returning and no new occupant has taken up residence; or
2. in the case of a newly constructed dwelling, no occupant has yet taken up residence.

"Virtual currency" means a digital representation of value that functions as, including but not limited to, a medium of exchange, a unit of account, and/or a store of value. It includes, but not limited to, digital currency, crypto currency, any other type of electronic currency, or on-line peer-to-peer mediums of exchange.

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

"We", "us" or "our" means the company providing this insurance.

"You" or "your" refers to the Insured.

Section I – Property Coverages

Coverage

The amounts of insurance are shown on the Certificate of Property Insurance.

Coverage C – Personal Property

We cover your contents and other personal property in the Condominium Unit(s) owned by you and rented to others as a private dwelling, as well as any unit improvements and betterments made or acquired by you, at the locations described in the Certificate of Property Insurance, if loss is due to a covered peril.

We also insure:

1. Any building, structure or swimming pool on the premises;
2. Materials and supplies on the premises for use in such improvements and betterments.
3. Electric Vehicle Supply Equipment as defined and owned by you.

Extensions of Coverage

In addition your policy provides these Extensions of Coverage, subject to the terms and conditions of the policy.

Building Fixtures and Fittings

You may apply up to 10% of the amount of insurance on your Coverage C – Personal Property to insure building fixtures and fittings temporarily removed from the premises for repair or seasonal storage.

We do not insure personal property that is normally kept at another location you own or rent.

Change of Temperature

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

Loss Assessment

We will pay an additional amount of up to 250% of the sum insured for Coverage C – Personal Property, as shown on the Certificate of Property Insurance, your share of any special assessment if:

1. the assessment is valid under the Condominium Corporation's governing rules; and
2. it is made necessary by a direct loss to the collectively owned condominium property caused by a peril not otherwise exclude

We will not pay more than \$25,000 for that part of an assessment made necessary by a deductible in the insurance policy of the Condominium Corporation.

Outdoor Trees, Plants, Shrubs and Lawns

You may apply up to 5% in total of the amount of insurance on your personal property to trees, plants, shrubs, and lawns on your premises, other than cannabis plants. We will not pay more than \$1,000 for any one tree, plant or shrub including debris removal expenses. We will not pay more than \$1,000 for grass including debris removal expenses.

We insure these items against loss caused by fire, theft, lightning, explosion, impact by aircraft, watercraft or land vehicle, riot, vandalism, and malicious acts. We do not insure items or lawns grown for commercial purposes.

The deductible applies to this coverage.

Tear Out

If any unit improvements or betterments must be removed or 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 outdoor swimming pools or public watermains is not insured.

Unit Improvements and Betterments

We insure unit improvements and betterments made or acquired by you, for an additional amount of up to 100% of the sum insured for Coverage C – Personal Property as shown on the Certificate of Property Insurance, including:

1. any building or structure on the premises;
2. any swimming pool, sauna or hot tub, and the attached equipment of any of these, on the premises; and
3. materials and supplies on the premises for use in such improvements and betterments.

Unit Additional Protection

We insure your unit, excluding your improvements and betterments to it, for an additional amount of up to 250% of the sum insured for Coverage C – Personal Property, as shown on the Certificate of Property Insurance if the Condominium Corporation has no insurance, its insurance is inadequate, or it is not effective.

In addition, we insure the deductible portion of the Condominium Corporation's policy for the unit, whether the Condominium Corporation claims against its policy or not, where due to a statute, declaration, or by-law the unit owner is responsible to pay the deductible portion of the Condominium Corporation's policy. We will not pay more than \$25,000 unless shown otherwise on the Certificate of Property Insurance.

You cannot make a claim under both Unit Additional Protection and Loss Assessment.

Coverage D – Fair Rental Value and Prohibited Access

The amount of insurance for Coverage D 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.

1. **Fair Rental Value.** If a peril not otherwise excluded makes the dwelling or that part of the unit rented to others or held for rental by you unfit for occupancy, we insure its Fair Rental Value. Payment shall be for the reasonable time required to repair or replace that part of the unit rented or held for rental. Fair Rental Value shall not include any expense that does not continue while that part of the unit rented or held for rental is unfit for occupancy.
2. **Prohibited Access.** If a civil authority prohibits access to the dwelling or your unit:
 - a. as a direct result of damage to neighbouring premises by a peril not otherwise excluded under this form, we insure any resulting Additional Living Expense and Fair Rental Value loss for a period not exceeding 2 weeks; or
 - b. by order for mass evacuation as a direct result of a sudden and accidental event within Canada or the United States of America, we insure any resulting necessary and reasonable increase in living expense to a maximum of \$2,500 incurred by you for the period access is prohibited, not exceeding 30 days from the date of the order of evacuation. This coverage for mass evacuation is not subject to a deductible.

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

- i. flood;
- ii. earthquake, unless the earthquake peril has been added to this policy by endorsement;
- iii. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military power;
- iv. Terrorism or 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 such loss or damage;
- v. 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;
- vi. contamination by radioactive material.
- vii. any communicable disease;
- viii. any cyber act

This coverage does not increase the amounts of Insurance for Coverage D, Additional Living Expense.

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

Special Coverage Features

In addition to the insurance provided by the Property Coverages, your policy provides these Special Coverage Features, subject to the terms and conditions set out.

Damage to Unit

You may apply up to \$500 of your Personal Property insurance to pay for damage, not including fire damage:

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

The deductible applies to this Coverage Feature.

Debris Removal

We will pay the cost of removing from your premises the debris of property insured which results from loss or damage insured by this form.

If the amount payable for loss, including expense for debris removal, is greater than the amount of insurance an additional 5% of that amount will be available to cover debris removal expense.

The deductible applies to this Coverage Feature.

Inflation Guard

We will increase the limits of insurance stated on the Certificate of Property Insurance for Coverages C and D by amounts which are solely attributable to the inflation increase since the inception date of this policy, the latest renewal or anniversary date or from the date of the most recent change to the amounts of insurance shown on the Certificate of Property Insurance, whichever is the latest.

On renewal or anniversary date, we will automatically increase the amounts of insurance shown on the Certificate of Property Insurance under Section I by amounts which are solely attributable to the inflation increase since the inception date of this policy or the latest renewal or anniversary date.

Property Removed

If you must remove insured property from your premises to protect it from loss or damage that is covered by this policy, it is insured by this form for 90 consecutive 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 insured property at the time of loss.

The deductible applies to this Coverage Feature.

Reward Coverage

We will pay up to \$1,000 to any individual or organization for information leading to the arrest and conviction of any person(s) who robs from any person insured under this policy or steals, vandalizes, burglarizes, or commits arson to any insured property. Regardless of the number of persons providing information, payment will not exceed \$1,000 in total.

This Coverage Feature is not subject to a deductible.

Notice to Authorities

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

Insured Perils – Coverage C

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

1. Fire or lightning.
2. Explosion. This peril does not include water hammer.
3. Smoke. This peril means smoke due to a sudden, unusual 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 a building. Impact by aircraft, watercraft or land vehicle. Animals are not insured under this peril.
5. Impact by aircraft, watercraft or land vehicle. Animals are not insured under this peril.
6. Riot.
7. Vandalism and malicious acts. This peril does not include loss or damage caused by theft or attempted theft.

Section I – Property Coverages

8. Water damage. This peril means loss or damage caused by water as defined in Specified Perils.
9. Windstorm or hail. This peril does not include loss or damage to your personal property within a building, caused by windstorm, hail or coincidental rain damage unless the storm first creates an opening in the building.
Except as provided under Insured Peril "Building collapse", this peril does not include loss or damage due to:
 - a. weight, pressure or melting of ice or snow; or
 - b. waves or floods; whether driven by wind or not.
10. Burglary. We will pay up to \$1000 for damage to your dwelling caused by burglary, or attempted burglary. We will not pay for loss or damage to glass. This peril means damage to your premises, caused during the theft or attempted theft of property from within the premises, following illegal and forcible entry and exit, leaving visible marks at the point of forced entry or exit.
This peril does not include loss or damage:
 - a. to animals, birds or fish;
 - b. occurring while the dwelling is under construction or vacant, even if permission for construction or vacancy has been given by us.

Exclusions – Section I

Property not insured:

1. buildings or structures used in whole or in part for business or farming purposes;
2. retaining walls, unless the damage is caused by fire, lightning, impact by watercraft, land vehicle or aircraft, vandalism, and malicious acts;
3. sporting equipment where the loss or damage is due to its use;
4. animals, birds, or fish unless the loss or damage is caused by a Specified Peril, other than impact by aircraft, watercraft, or land vehicle;
5. property at any fairground, exhibition, or exposition for the purpose of exhibition or sale;
6. any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
7. any property illegally acquired, used, kept, stored, imported, or transported or any property subject to forfeiture;
8. property of roomers or boarders;
9. evidences of debt or title.
10. virtual currency;
11. intangible assets;
12. buildings or structures or personal property contained in them, 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, except as allowed by law.

Loss or damage not insured:

13. scratching, abrasion or chipping of any personal property or breakage of any fragile or brittle articles unless caused by a Specified Peril, accident to a land vehicle, watercraft or aircraft, or theft or attempted theft;
14. wear and tear, deterioration, defect, or mechanical breakdown;
15. inherent vice or latent defect;
16. the cost of making good:
 - a. faulty or improper material;
 - b. faulty or improper workmanship; or
 - c. faulty or improper design.This exclusion does not apply to loss or damage caused directly by a resultant peril not otherwise excluded in this form.
17. a. data; or
b. loss or damage caused directly or indirectly by a data problem. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage except you are still insured for ensuing loss or damage caused directly by fire, explosion, smoke, or water damage, all as described Specified Perils.
18. loss involving virtual currency or intangible assets of any kind, by whatever name known, whether actual or fictitious.

Nor do we insure loss or damage:

19. caused by rust or corrosion, wet or dry rot, or fungi or spores;
20. resulting directly from settling, expansion, contraction, moving, bulging, buckling, or cracking except resulting damage to building glass;
21. occurring after your unit has, to your knowledge, been vacant for more than 30 consecutive days;
22. caused directly or indirectly by:
 - a. 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 coal, natural or manufactured gas; or
 - b. contamination by radioactive material;This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.
23. caused directly or indirectly by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.
24. 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". This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable, or contrary to statute, the remainder shall remain in full force and effect. This exclusion does not apply to ensuing loss or damage which directly results from fire or explosion of natural, coal or manufactured gas;
25. resulting from an intentional or criminal act or failure to act by:
 - a. any person insured by this policy;
 - b. any other person at the direction of any person insured by this policy; or
 - c. any tenant, tenants' guests, boarder or employee, or any member of the tenants' household;(1) This exclusion applies only to the claim of a person:
 - i. whose act or omission caused the loss or damage,

Section I – Property Coverages

- 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 loss or damage.
- (2) A 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 reasonable place and time designated by us.
 - ii. cannot recover more than their proportionate interest in the lost or damage property.
26. from the part of the unit rented to others caused by theft or attempted theft by any tenant, tenant's employee, or member of the tenant's household;
27. arising directly or indirectly from the growing, manufacturing, processing, storing, possession, or distribution by anyone of any drug, narcotic or illegal substances or items of any kin This includes any alteration of the premises to facilitate such activity, whether or not you have any knowledge of such activity. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
28. to personal property undergoing any process involving the application of heat, or while being worked on, where the damage results from such process or work, but resulting damage to other property is insured;
29. caused by animals owned by you or in your care, custody, or control;
30. caused by birds, vermin, skunks, rodents, (other than raccoons and squirrels), bats or insects, except loss or damage to building glass;
31. caused by smoke from agricultural smudging or industrial operations;
32. caused directly or indirectly by snowslide, earthquake, landslide, mudflow, or any other earth movement. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage except you are still insured for ensuing loss or damage which directly results from fire or explosion;
33. caused by vandalism or malicious acts or glass breakage occurring while your unit is under construction or vacant even if permission for construction or vacancy has been given by us;
34. resulting from a change in ownership of property that is agreed to even if that change was brought about by trickery or fraud;
35. caused by or resulting from contamination or pollution, or the release, discharge or dispersal of contaminants or pollutants, unless the loss or damage resulted from the sudden and accidental bursting or overflowing of your domestic fixed fuel oil tank, apparatus, or pipes;
- We do not insure loss or damage:
- a. to sewers;
 - b. caused by continuous or repeated leakage or seepage;
 - c. occurring while the unit is under construction or vacant, even if we have given permission for construction or vacancy.
36. caused by theft or attempted theft of property in or from a unit under construction, or of materials and supplies for use in the construction, until the unit is completed and ready to be occupied;
37. to an outdoor hot tub, outdoor swimming pool or equipment attached to a public water- main, caused by water escape, rupture or freezing;
38. caused directly or indirectly by continuous or repeated seepage or leakage of water. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
39. caused directly or indirectly by flood, surface water, spray, storm surge, ice, or waterborne objects, all whether driven by wind or not. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, unless the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached;
40. caused directly or indirectly by water except as defined in Specified Perils; but we do not insure loss or damage:
- a. caused by the backing up or escape of water from a sewer, sump or septic tank, retention tank, French drain, or water leader;
 - b. caused by ground water or rising of the water table;
 - c. caused by surface waters;
 - d. to a watermain;
 - e. to a system or domestic water container from which the water escaped;
 - f. caused by shoreline ice build-up or by water-borne ice or other objects, all whether driven by wind or not;
 - g. occurring while the building is under construction or vacant even if we have given permission for construction or vacancy;
 - h. caused by freezing during the usual heating season:
 - i. within a heated portion of your dwelling, if you have been away from your premises 8 or more consecutive days; but you will still be insured if:
 - a. you used reasonable care to maintain heat in the building; or
 - b. shut off and drained the water system and domestic water containers;
 - ii. within an unheated portion of your unit.
- This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.
41. or expenses, caused directly or indirectly, in whole or in part by any communicable disease regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, or expenses;
42. directly or indirectly caused by, contributed to by, resulting from or arising out of any cyber act or any cyber incident. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage except you are still insured for ensuing loss or damage caused directly by fire, explosion, smoke, or water damage all as described in Specified Perils, and theft or attempted theft of property when such property is not otherwise excluded.

Basis of Claim Payment

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

Amounts Not Reduced

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

Actual Cash Value

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

Section I – Property Coverages

Deductible

We are responsible only for the amount by which the loss or damage covered by this policy of insurance exceeds the amount of the deductible shown on the Certificate of Property Insurance in any one occurrence.

If your claim involves personal property on which the Special Limits of Insurance apply, the limitations apply to losses exceeding the deductible amount.

Increased Cost of Repair or Replacement

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

Insurance Under More Than One Policy

If you have insurance on specifically described property, this policy will be considered excess insurance and we will not pay any loss or claim until the amount of such other insurance is used up.

In all other cases, we will pay our rateable proportion of the loss or claim under this policy.

Personal Property

We will pay on the basis of replacement cost for all other personal property except:

- a. articles that cannot be replaced with new articles because of their inherent nature, including antiques, fine arts, paintings, and statuary;
- b. articles for which their age or history substantially contributes to their value, such as memorabilia, souvenirs, and collectors' items;
- c. property that has not been maintained in good or workable condition;
- d. property that is no longer used for its original purpose; for which we will pay only on the basis of actual cash value.

Replacement cost means the cost, on the date of the loss or damage, of the lower of:

1. repairing the property with materials of similar kind and quality; or
2. new articles of similar kind, quality, and usefulness; without any deduction for depreciation.

We will pay on the basis of replacement cost only if the property lost or damaged is repaired or replaced as soon as reasonably possible. Otherwise, we will pay on the basis of actual cash value.

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

For personal property described under "Special Limits of Insurance" we will not pay more than the applicable limit under either the replacement cost or actual cash value basis.

Unit Additional Protection, and Unit Improvements and Betterments

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

If loss or damage is not replaced or repaired, we will pay the actual cash value of the loss or damage at the date of the occurrence.

Conditions

The following conditions apply to the coverage provided by Section I of this policy.

Pair and Set

In the case of loss or damage to any article(s) which is (are) part of a set the measure of loss of or damage to such article(s) will be a reasonable and fair proportion of the total value of the set, but in no event will such loss or damage be construed to mean total loss of the set.

Parts

In the case of loss or damage to any part of the insured property 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.

Permissions Granted

You have our permission under the terms and conditions of this policy to:

1. make alterations, additions, and repairs to the unit that you occupy. (You may, however, need to request an increase in your Limits of Insurance.)
2. store and use reasonable and normal quantities of fuel oil, gasoline, benzene, naphtha, or other similar materials.

Statutory Conditions

All of the conditions set out under the title Statutory Conditions apply with respect to all of the perils insured under Section I except that these conditions may be modified or supplemented by the provisions of the said Section I or by forms or endorsements which modify Section I.

Subrogation

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

If such action on our part does not fully indemnify both you and us, the amount that we recover will be divided between you and us in the proportions in which the loss or damage has been borne by each of us, respectively. The amounts so available for distribution shall be net of the costs of effecting the recovery.

Section II – Definitions

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

"Business or Business Pursuit" means any continuous, regular, or occasional activity of any kind undertaken for financial gain, and includes a trade, profession, or occupation. However, the following business uses by you are permitted without being stated on the Certificate of Property Insurance:

1. the rental of your residence to others;

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

"Computer system" in this Section has the same meaning as in Section I.

"Cyber act" in this Section has the same meaning as in Section I.

"Cyber incident" in this Section has the same meaning as in Section I.

"Dwelling" in this Section has the same meaning as in Section I.

"Electric Vehicle Supply Equipment (EVSE)" in this Section has the same meaning as in Section I.

"Insured" in this Section has the same meanings as in Section I. In addition, we will insure:

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

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

"Malware or Similar Mechanism" in this Section has the same meaning as in Section I.

"Named Insured" in this Section has the same meaning as in Section I.

"Premises" means the premises specifically described on the Certificate of Property Insurance.

"Property Damage" means:

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

Tangible property does not include electronic data.

"Residence Employee" in this Section has the same meaning as "Residence Employee" in Section I.

"You" or **"your"** in this Section refer to the Insuree

"We" or **"us"** in this Section have the same meanings as in Section I.

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

Section II – Insurance of Your Liability To Others

Coverages

This insurance applies to accidents or occurrences which take place during the period this policy is in force;

Coverage E – Your Personal Liability Protection

This is the part of the policy you look to for protection if you are sued.

We will pay all sums which you become legally liable to pay as compensatory damages because of unintentional bodily injury or property damage arising out of your ownership, use or occupancy of the premises defined in Section II.

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

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

We do not insure claims made against you arising from:

1. liability you have assumed by contract unless your legal liability would have applied even if no contract had been in force, but we do insure claims made against you for the legal liability of other persons in relation to your premises that you have assumed under a written contract;
2. damage to property you own, use, occupy, lease, rent or in your care, custody or control; property damage to premises you sell, give away or abandon;
3. damage to personal property or fixtures as a result of work done on them by you or anyone on your behalf;
4. bodily injury to you or to any person residing in your household other than a residence employee;
5. the personal actions of a named insured who does not reside on the premises described on the Certificate of Property Insurance;
6. liability arising out of premises, other than as herein before defined.

There are other exclusions that apply to all Coverages under Section II. Please refer to "Exclusions - Section II".

Defence, Settlement Supplementary Payments

If a claim is made against you 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 if we decide this is appropriate. We will pay only for the legal counsel we select.

We will also 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 limit 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 limit of insurance, but we are not obligated to apply for or provide these bonds;
5. expenses which you have incurred for emergency medical or surgical treatment to others following an accident or occurrence insured by this form;
6. reasonable expenses, including actual loss of income up to \$100 per day, which you incur at our request.

Section II – Insurance of Your Liability To Others

Action Against Us

No suit may be brought against us:

1. until you have fully complied with all the terms of this Coverage, nor until the amount of your obligation to pay has been finally determined, either by a judgment against you or by an agreement which has our consent;
2. more than one year (two years in the Yukon Territories and the Provinces of Ontario and Manitoba) 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.

Unauthorized Settlements

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

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.

The amount of insurance shown on the Certificate of Property Insurance is the maximum amount we will pay for each person in respect of one accident or occurrence.

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. medical expenses of any person that arise from the construction or renovation activities being performed on your dwelling or detached private structure.

There are other exclusions that apply to all Coverages under Section II. Please refer to "Exclusions - Section II".

Notice of Accident or Occurrence

1. When an accident or occurrence takes place, you must promptly give us notice (in writing if required). The notice must include:
 - a. your name and policy number;
 - b. the time, place, and circumstances of the accident;
 - c. the names and addresses of witnesses and potential claimants.
2. If requested by us, you must arrange for the injured person(s) to:
 - a. give us written proof of claim as soon as possible, under oath if required;
 - b. submit to physical examination at our expense by doctors we select as often as we may reasonably require;
 - c. authorize us to obtain medical and other records.

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

No suit may be brought against us until you have fully complied with all the terms of this Coverage.

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 an Insured, 12 years of age or under.

We do not insure:

1. damage to property owned or rented by an insured or an insured's tenant;
2. damage to property which is insured under Section I;
3. claims resulting from the loss of use, disappearance, or theft of property;
4. damage to property occurring on the premises arising from the construction or renovation activities being performed on your dwelling or detached private structure.

There are other exclusions that apply to all Coverages under Section II. Please refer to "Exclusions - Section II".

Basis of Payment

We will pay whichever is the lower amount of:

1. what it would cost to repair or replace the property with materials of similar quality at the time of loss;
2. the amount of insurance shown on the Certificate of Property Insurance.

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.

1. You must give us a written proof of claim as soon as possible, under oath if required, containing the following information:
 - a. the date, time, place and circumstances of the accident or occurrence;
 - b. the interest of all persons in the property affected.
2. If requested by us, you must help us to verify the damage.

No suit may be brought against us until:

1. you have fully complied with all the terms of this Coverage;
2. 60 days after the written proof of claim has been filed with us.

Coverage H - Voluntary Compensation for Residence Employees

This coverage is automatically provided for all your occasional residence employees. It will be extended to your permanent residence employees if so, stated on the Certificate of Property Insurance.

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

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

A residence employee or anyone acting on their 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.

1. When an accident occurs, you must promptly give us notice (in writing if requested by us). 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:

Section II – Insurance of Your Liability To Others

- 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.

We will not pay benefits:

1. unless your employee was actually performing duties for you when the accident happened;
2. for any hernia injury;
3. for injury occurring on the premises arising from the construction or renovation activities being performed on your dwelling or detached private structure.

Schedule of Benefits

1. Loss of Life

If your residence employee dies from injuries received in the accident within the following 26 weeks, we will pay a total of 100 times the weekly indemnity to those wholly dependent upon him or her. If there is more than one dependent the amount will be divided equally among them. This payment is in addition to any benefit for Temporary Total Disability paid up to the date of death.

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 7 days unless the disability lasts for 6 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 100 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 100 weeks in total even if the accident results in loss from more than one item.

For Loss of	Number of Weeks
A. One or more of the following:	
Hand	100
Arm	100
Foot	100
Leg	100
B. One finger or toe or	25
More than one finger or toe	50
C. One eye or	50
Both eyes	100
D. Hearing of one ear or	25
Hearing of both ears	100

5. Medical Expenses

If as a result of the accident your residence employee incurs medical expenses 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.

Loss Assessment Coverage (Condominium Unit Owner)

We will pay for your share of special assessments if:

- a. the assessment(s) are valid under the Condominium Corporation's governing rules; and
- b. the assessment(s) are made necessary by occurrence(s) to which this Section of the policy applies.

We will not pay more than \$25,000 for that part of an assessment made necessary by a deductible in the insurance policy of the Condominium Corporation.

Special Limitations

Watercraft and Motorized Vehicles you Own

We will pay all sums which you become legally liable to pay as compensatory damages because of unintentional bodily injury or property damage arising out of your ownership, use or operation of:

Watercraft You Own

1. watercraft, including their attachments, equipped with any type of motor of not more than 38 kW (50 H.P.), other than personal watercraft powered by a jet-pump propulsion system;
2. non-motorized watercraft, including their attachments, not more than 8 metres (26 feet) in length

Any other watercraft is insured only if liability coverage for it is shown on the Certificate of Property Insurance. If the watercraft or motor with which it is equipped, other than personal watercraft powered by a jet-pump propulsion system, is acquired after the effective date of this policy, you will be insured automatically for a period of 30 days only from the date of acquisition, or until expiry of the policy, whichever comes first;

Section II – Insurance of Your Liability To Others

Motorized Vehicles You Own

1. self-propelled lawn mowers, snow blowers, garden tractors of not more than 19 kW (25 H.P.);
2. motorized golf carts while in use on a golf course;
3. motorized wheelchairs, including motorized scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability.
4. e-bikes

Territorial Limits – Watercraft and Motorized Vehicles You Own

You are covered for incidents occurring in Canada, the United States of America and on a vessel travelling between the ports of those countries.

Exclusions - Section II

We do not insure claims:

1. caused directly or indirectly by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
2. 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. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable, or contrary to statute, the remainder shall remain in full force and effect. This exclusion does not apply to ensuing loss or damage which directly results from fire or explosion of natural, coal or manufactured gas;
3. arising from:
 - a. 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 coal, natural or manufactured gas; or
 - b. contamination by radioactive material;
4. arising from business pursuits or any business use of the premises except as provided under "business and business property" in Section II or specified on the Certificate of Property Insurance;
5. arising from the rendering or failure to render any professional service;
6. arising from bodily injury or property damage caused by any intentional or criminal act or failure to act by:
 - a. any person insured by this policy; or
 - b. any other person at the direction of any person insured by this policy;
7. arising from the ownership, use or operation of:
 - a. any aircraft;
 - b. premises used as an airport or landing facility; and all activities related to either;
8. arising from the ownership, use or operation of any watercraft, motorized vehicle except as provided under "Watercraft and Motorized Vehicles You Own" in Section II;
9. arising from the ownership, use or operation of any trailer
10. arising from any communicable disease;
11. arising from:
 - a. sexual, physical, psychological, or emotional abuse, molestation, or harassment, including corporal punishment by, at the direction of, or with the knowledge of any person insured by this policy; or
 - b. failure of any person insured by this policy to take steps to prevent sexual, physical, psychological, or emotional abuse, molestation or harassment or corporal punishment;
12. arising from the distribution or display of data via a website, the internet, intranet or similar device or system designed or intended for electronic communication of data;
13. arising from liability imposed upon or assumed by you under any workers' compensation statute;
14. for punitive or exemplary damages, meaning that part of any award by a court which is in excess of compensatory damages and is stated or intended to be a punishment to you;
15. caused by rust or corrosion, wet or dry rot, or fungi or spores.
16. for bodily injury or property damage directly or indirectly, whole or in part, caused by, contributed to by, resulting from or arising out of any cyber act or any cyber incident. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the bodily injury or property damage;
17. against a Family Trust, Company or Estate, its Trustees and/or Beneficiaries, unless arising out of the ownership, use and maintenance of the premises defined in Section II.

Conditions

1. Notwithstanding any other similar clause in this policy or any other policy, if any other insurance applies to a loss, or would have applied if this policy did not exist, this policy will be considered excess insurance and we will not pay any loss until the amount of such other insurance is used up.
2. Statutory Conditions Misrepresentation, Change of Interest, Material Change, Termination and Notice incorporated in this policy apply as conditions to all Coverages under Section II.
3. Only losses that occur within the policy term shown on the Certificate of Property Insurance will be covered under this policy. There will be no coverage for any loss that occurred or was in progress prior to the policy period inception date or after the policy period expiry date shown on the Certificate of Property Insurance.

Rented Comprehensive Condominium Policy

The policy consists of these wordings, the Certificate of Property Insurance which contains information that is unique to your insurance policy and other forms that may need to be attached to complete your package coverage. Together, these represent the legal contract of indemnity that exists between you and us. This policy contains various exclusions and limitations which eliminate or restrict coverage. Please read it carefully.

Insuring 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.

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

The Certificate of Property Insurance summarizes the Insurance coverage you have selected and the premiums, limits, amounts and deductibles that apply to them. Among other things, the Certificate of Property Insurance also identifies the policyholder, the policy term and any Endorsements that apply to your Insurance Coverage.

Only losses that occur within the policy term shown on the Certificate of Property Insurance will be covered under this policy. There will be no coverage for any loss that occurred or was in progress prior to the policy period inception date or after the policy period expiry date shown on the Certificate of Property Insurance.

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

If during the term of this policy we change the insurance of the kind provided by this policy to provide more coverage at no additional cost, you will automatically benefit from that change at no increase in premium.

This form consists of three sections:

Section I describes the insurance on your property. It also includes additional living expenses and/or fair rental value in certain circumstances.

Section II describes the insurance for your legal liability for bodily injury to others or damage to property of others arising out of your premises. It also includes benefits following injury and damage to property of others in certain other circumstances.

Section III describes the Optional Coverages you have purchased for an additional premium.

Section I – Definitions

"Actual Cash Value" means various factors shall be considered in the determination of actual cash value. Such factors shall include but are not 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 loss or damage, the resale value, the normal life expectancy of the property and obsolescence.

"Business or Business Pursuit" means any continuous, regular, or occasional activity of any kind undertaken for financial gain, and includes a trade, profession, or occupation. However, the following business uses by you are permitted without being stated on the Certificate of Property Insurance:

1. school, if not more than three students are under instruction at any one time;
2. babysitting or daycare, provided a license for such daycare or babysitting is not required by provincial by-law as per province shown on Certificate of Property Insurance;
3. storage of merchandise, providing the total value of such merchandise does not exceed \$2,500.

"Business Property" means property of any description related to a business pursuit conducted on the premises or elsewhere.

"Cash Cards" means cards designed to store a cash value by electronic means for use as a mode of payment, without a personal identification number and without direct access to a bank or other account.

"Civil Authority" means any person acting under the authority of 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.

"Computer system" means any computer, hardware, software, communications system, electronic device (including but not limited to smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

"Cyber act" means an unauthorized, malicious, or criminal act or series of related unauthorized, malicious, or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any computer system. It also includes malware or similar mechanism.

"Cyber incident" means:

1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any computer system; or
2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any computer system.

Cyber incident includes malware or similar mechanism.

"Data" means information, facts, concepts, code, or any other information of any kind:

1. that is recorded or transmitted in a form to be used, accessed, processed, transmitted, or stored by a computer system including programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment; or
2. that is used for records, including but not limited to books of account, drawing or card index systems.

"Data Problem" means:

1. erasure, destruction, corruption, misappropriation, misinterpretation of data;
2. error in creating, amending, deleting or using data; or
3. inability to access, receive, transmit or use data.

"Data Recovery" means services performed by a professional for the process of salvaging electronic data from damaged hard drive(s) installed in your personal computer.

"Data Recreation" means services performed by a professional to manually recreate electronic data stored on damaged hard drive(s) installed in your personal computer but does not include the value of electronic data even if such electronic data cannot be recreated.

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

"Dwelling" means the building described in the Certificate of Property Insurance, wholly or partially occupied by you as a private residence.

"Electric Vehicle Supply Equipment (EVSE)" means an electric vehicle charging station that supplies recharging of plug-in private passenger electric vehicles and private passenger plug-in hybrid vehicles and, where required, has been installed by a qualified electrician and meets provincial installation requirements and is located on your premises.

"e-bike (electric bike)" means a power assisted bicycle that meets the federal and provincial definitions of a power assisted bicycle and is incapable of attaining speeds higher than 32 km/h on level ground.

"Flood" means 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.

"Actual Cash Value" means various factors shall be considered in the determination of actual cash value. Such factors shall include but are not 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 loss or damage, the resale value, the normal life expectancy of the property and obsolescence.

"Business or Business Pursuit" means any continuous, regular, or occasional activity of any kind undertaken for financial gain, and includes a trade, profession, or occupation. However, the following business uses by you are permitted without being stated on the Certificate of Property Insurance:

Section I – Definitions

1. Rental of the premises.

"Business Property" means property of any description related to a business pursuit conducted on the premises or elsewhere.

"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.

"Computer system" means any computer, hardware, software, communications system, electronic device (including but not limited to smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any 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 and in Quebec the meeting of co-proprietors, established under Provincial Legislation.

"Cyber act" means an unauthorized, malicious, or criminal act or series of related unauthorized, malicious, or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any computer system. It also includes malware or similar mechanism.

"Cyber incident" means:

1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any computer system; or
2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any computer system.

Cyber incident includes malware or similar mechanism.

"Data" means information, facts, concepts, code, or any other information of any kind:

1. that is recorded or transmitted in a form to be used, accessed, processed, transmitted, or stored by a computer system including programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment; or
2. that is used for records, including but not limited to books of account, drawing or card index systems.

"Data Problem" means:

1. erasure, destruction, corruption, misappropriation, misinterpretation of data;
2. error in creating, amending, deleting or using data; or
3. inability to access, receive, transmit or use data

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

"Dwelling" means the Building described in the Certificate of Property Insurance.

"e-bike (electric bike)" means a power assisted bicycle that meets the federal and provincial definitions of a power assisted bicycle and is incapable of attaining speeds higher than 32 km/h on level ground.

"Flood" means 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.

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

"Garden tractor" means a tractor of not more than 25hp used for cutting lawns, tilling gardens, and removing weeds. May also be used for snow removal. Does not include backhoes, front loaders, or similar equipment.

"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 the build-up of ice and water on the roof, or within the eaves trough and downspout system, caused by repeated thawing and freezing of ice and snow within the eaves trough and downspout system.

"Insured" means the Named Insured and Named Insured's spouse while living in the same household.

Only the person(s) named on the Certificate of Property Insurance may take legal action against us.

"Intangible Assets" means intangible assets including but not limited to non-fungible tokens (NFTs), other blockchain-based assets, digital collectibles, or digital art.

"Major Appliance" means those appliances usual to the cooking or refrigeration of foods, and the cleaning of articles usual to the maintenance or operation of a household; such as refrigerator, stove, clothes washer and dryer, water softening or conditioning unit, and any built-in dishwasher or micro-wave oven.

"Malware or Similar Mechanism" means any program code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with, or otherwise adversely affect computer programs, data files or operations (whether involving self-replication or not), including but not limited to 'virus,' 'Trojan horses,' 'worms,' 'logic bombs' or 'denial of service attack.'

"Named Insured" means the person(s) named as Insured on the Certificate of Property Insurance.

"Premises" means your unit, and includes:

1. detached private structures, garages, parking stalls, storage rooms or lockers; and
2. private approaches reserved for your use or occupancy only.

"Reasonable Care" means measures customarily taken by a homeowner to ensure, to the best of their ability, that heating has been and will continue to be maintained. These measures include, but are not limited to, arranging for a competent person to regularly check your dwelling, regularly monitoring the heat in your dwelling by way of a remote system, ensuring the heating system is operational and functioning prior to departure, ensuring all windows and doors are closed and secured, and ensuring the thermostat has been set to a temperature that is sufficient to prevent freezing of pipes.

"Renewable Energy Equipment" means solar panels and wind turbines and their apparatus permanently installed on your premises used for the generation, transmission, or utilization of mechanical or electrical power

"Replacement Cost" means the cost, on the date of the loss or damage, of the lower of:

1. repairing the property with materials of similar kind and quality; or
2. new articles of similar kind, quality, and usefulness; without any deduction for depreciation.

"Residence Employee" means a person employed by you to perform duties in connection with the maintenance or use of the premises. This includes persons who perform household or domestic services or duties of a similar nature for you. This does not include contractors or sub-contractors. It also does not cover persons while performing duties in connection with your business.

"Specified Perils"

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

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;

Section I – Definitions

5. a falling object which strikes the exterior of the building;
6. impact by aircraft, watercraft, or land vehicle;
7. riot;
8. vandalism or malicious acts, not including loss or damage caused by theft or attempted theft;
9. water damage meaning damage caused by:
 - a. the sudden and accidental escape of water from a watermain;
 - b. the sudden and accidental escape of water or steam from within a plumbing, heating, sprinkler, air conditioning system or 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. However, such damage is not covered when the escape of water is caused by freezing;
 - d. water which enters your dwelling through an opening which has been created suddenly and accidentally by a peril not otherwise excluded;
 - e. the backing up or escape of water from an eavestrough or down spout, or by ice damming, provided the water has not entered through a basement or foundation wall;
10. windstorm or hail, including loss or damage caused by weight of ice, snow, or sleet. This peril does not include loss or damage to your personal property within a building, caused by windstorm, hail or coincidental rain damage unless the storm first creates an opening in the building;
11. transportation meaning loss or damage to your personal property, caused by collision, upset, overturn, derailment, stranding or sinking of any motorized vehicle or attached trailer in which the insured property is being carried. This would also apply to any conveyance of a common carrier, but does not include loss or damage to property in a vacation or home trailer which you own. Watercraft, their furnishings, equipment, or motors are also not covered.

"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" means either of two persons who are married to each other or who have together entered into a marriage that is voidable or void, or either of two persons who are 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.

"Surface Waters" means water on the surface of the ground where water does not usually accumulate in ordinary watercourses, lakes, or ponds.

"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.

"Under Construction" means

1. For construction of a new dwelling building or detached private structure:

The period of time commencing from the date site preparation is initiated and continuing through, excavation, laying of foundations and the assembly of components, concluding when the dwelling building/detached private structure is completed and ready for occupancy.

2. For alterations or repairs to existing dwelling buildings or detached private structures:

The period of time during any alterations or repairs involving;

- a. site preparation;
- b. demolition;
- c. laying of foundations;
- d. removal or weakening of any structural support; or
- e. the opening of an exterior wall or roof component that extends beyond 48 consecutive hours.

The period of construction commences from the date the alterations or repairs are initiated and continues until such time as all interior fixtures are installed with all exterior finishes and finished carpentry completed.

If the premises is unoccupied during the period of construction, the dwelling building or detached private structure is considered under construction until the occupants have taken up residency even if the alterations or repairs have been completed.

"Unit" means the condominium unit, strata lot or exclusive portion, described in the Condominium Declaration or Co-ownership Declaration and on the Certificate of Property Insurance, occupied by you as a private residence.

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

1. all occupants have moved out with no intention of returning and no new occupant has taken up residence; or
2. in the case of a newly constructed dwelling, no occupant has yet taken up residence.

"Virtual currency" means a digital representation of value that functions as, including but not limited to, a medium of exchange, a unit of account, and/or a store of value. It includes, but not limited to, digital currency, crypto currency, any other type of electronic currency, or on-line peer-to-peer mediums of exchange.

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

"We", "us" or "our" means the company providing this insurance.

"You" or "your" refers to the Insured.

Section I – Property Coverages

Coverage

The amounts of insurance are shown on the Certificate of Property Insurance.

Coverage C – Personal Property

We cover your contents and other personal property in the Condominium Unit(s) owned by you and rented to others as a private dwelling, as well as any unit improvements and betterments made or acquired by you, at the locations described in the Certificate of Property Insurance, if loss is due to a covered peril.

We also insure:

1. Any building, structure or swimming pool on the premises;
2. Materials and supplies on the premises for use in such improvements and betterments;
3. Electric Vehicle Supply Equipment as defined and owned by you.

Extensions of Coverage

In addition your policy provides these Extensions of Coverage, subject to the terms and conditions of the policy.

Section I – Property Coverages

Building Fixtures and Fittings

You may apply up to 10% of the amount of insurance on your Coverage C – Personal Property to insure building fixtures and fittings temporarily removed from the premises for repair or seasonal storage.

We do not insure personal property that is normally kept at another location you own or rent.

Change of Temperature

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

Loss Assessment

We will pay an additional amount of up to 250% of the sum insured for Coverage C – Personal Property, as shown on the Certificate of Property Insurance, your share of any special assessment if:

1. the assessment is valid under the Condominium Corporation's governing rules; and
2. it is made necessary by a direct loss to the collectively owned condominium property caused by a peril not otherwise exclude

We will not pay more than \$25,000 for that part of an assessment made necessary by a deductible in the insurance policy of the Condominium Corporation.

Outdoor Trees, Plants, Shrubs and Lawns

You may apply up to 5% in total of the amount of insurance on your personal property to trees, plants, shrubs, and lawns on your premises, other than cannabis plants. We will not pay more than \$1,000 for any one tree, plant or shrub including debris removal expenses. We will not pay more than \$1,000 for grass including debris removal expenses.

We insure these items against loss caused by fire, theft, lightning, explosion, impact by aircraft, watercraft or land vehicle, riot, vandalism, and malicious acts. We do not insure items or lawns grown for commercial purposes.

The deductible applies to this coverage.

Tear Out

If any unit improvements or betterments must be removed or 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 outdoor swimming pools or public water mains is not insured.

Unit Improvements and Betterments

We insure unit improvements and betterments made or acquired by you, for an additional amount of up to 100% of the sum insured for Coverage C – Personal Property as shown on the Certificate of Property Insurance, including:

1. any building or structure on the premises;
2. any swimming pool, sauna or hot tub, and the attached equipment of any of these, on the premises; and
3. materials and supplies on the premises for use in such improvements and betterments.

Unit Additional Protection

We insure your unit, excluding your improvements and betterments to it, for an additional amount of up to 250% of the sum insured for Coverage C – Personal Property, as shown on the Certificate of Property Insurance if the Condominium Corporation has no insurance, its insurance is inadequate, or it is not effective.

In addition, we insure the deductible portion of the Condominium Corporation's policy for the unit, whether the Condominium Corporation claims against its policy or not, where due to a statute, declaration, or by-law the unit owner is responsible to pay the deductible portion of the Condominium Corporation's policy. We will not pay more than \$25,000 unless shown otherwise on the Certificate of Property Insurance.

You cannot make a claim under both Unit Additional Protection and Loss Assessment.

Coverage D – Fair Rental Value and Prohibited Access

The amount of insurance for Coverage D 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.

1. **Fair Rental Value.** If a peril not otherwise excluded makes the dwelling or that part of the unit rented to others or held for rental by you unfit for occupancy, we insure its Fair Rental Value. Payment shall be for the reasonable time required to repair or replace that part of the unit rented or held for rental. Fair Rental Value shall not include any expense that does not continue while that part of the unit rented or held for rental is unfit for occupancy.
2. **Prohibited Access.** If a civil authority prohibits access to the dwelling or your unit:
 - a. as a direct result of damage to neighbouring premises by a peril not otherwise excluded under this form, we insure any resulting Additional Living Expense and Fair Rental Value loss for a period not exceeding 2 weeks; or
 - b. by order for mass evacuation as a direct result of a sudden and accidental event within Canada or the United States of America, we insure any resulting necessary and reasonable increase in living expense to a maximum of \$2,500 incurred by you for the period access is prohibited, not exceeding 30 days from the date of the order of evacuation. This coverage for mass evacuation is not subject to a deductible.

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

- i. flood;
- ii. earthquake, unless the earthquake peril has been added to this policy by endorsement;
- iii. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military power;
- iv. Terrorism or 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 such loss or damage;
- v. 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;
- vi. contamination by radioactive material.
- vii. any communicable disease;
- viii. any cyber act

This coverage does not increase the amounts of Insurance for Coverage D, Additional Living Expense.

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

Special Coverage Features

In addition to the insurance provided by the Property Coverages, your policy provides these Special Coverage Features, subject to the terms and conditions set out.

Damage to Unit

You may apply up to \$500 of your Personal Property insurance to pay for damage, not including fire damage:

1. To the unit directly caused by theft or attempted theft;

Section I – Property Coverages

2. To the interior of the unit directly caused by vandalism or malicious acts.

The deductible applies to this Coverage Feature.

Debris Removal

We will pay the cost of removing from your premises the debris of property insured which results from loss or damage insured by this form.

If the amount payable for loss, including expense for debris removal, is greater than the amount of insurance an additional 5% of that amount will be available to cover debris removal expense.

The deductible applies to this Coverage Feature.

Inflation Guard

We will increase the limits of insurance stated on the Certificate of Property Insurance for Coverages C and D by amounts which are solely attributable to the inflation increase since the inception date of this policy, the latest renewal or anniversary date or from the date of the most recent change to the amounts of insurance shown on the Certificate of Property Insurance, whichever is the latest.

On renewal or anniversary date, we will automatically increase the amounts of insurance shown on the Certificate of Property Insurance under Section I by amounts which are solely attributable to the inflation increase since the inception date of this policy or the latest renewal or anniversary date.

Property Removed

If you must remove insured property from your premises to protect it from loss or damage that is covered by this policy, it is insured by this form for 90 consecutive 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 insured property at the time of loss.

The deductible applies to this Coverage Feature.

Reward Coverage

We will pay up to \$1,000 to any individual or organization for information leading to the arrest and conviction of any person(s) who robs from any person insured under this policy or steals, vandalizes, burglarizes, or commits arson to any insured property. Regardless of the number of persons providing information, payment will not exceed \$1,000 in total.

This Coverage Feature is not subject to a deductible.

Notice to Authorities

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

Insured Perils

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

Exclusions – Section I

Property not insured:

1. buildings or structures used in whole or in part for business or farming purposes;
2. retaining walls, unless the damage is caused by fire, lightning, impact by watercraft, land vehicle or aircraft, vandalism, and malicious acts;
3. sporting equipment where the loss or damage is due to its use;
4. animals, birds, or fish unless the loss or damage is caused by a Specified Peril, other than impact by aircraft, watercraft, or land vehicle;
5. property at any fairground, exhibition, or exposition for the purpose of exhibition or sale;
6. any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
7. any property illegally acquired, used, kept, stored, imported, or transported or any property subject to forfeiture;
8. property of roomers or boarders;
9. evidences of debt or title.
10. virtual currency;
11. intangible assets;
12. buildings or structures or personal property contained in them, 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, except as allowed by law.

Loss or damage not insured:

13. scratching, abrasion or chipping of any personal property or breakage of any fragile or brittle articles unless caused by a Specified Peril, accident to a land vehicle, watercraft or aircraft, or theft or attempted theft;
14. wear and tear, deterioration, defect, or mechanical breakdown;
15. inherent vice or latent defect;
16. the cost of making good:
 - a. faulty or improper material;
 - b. faulty or improper workmanship; or
 - c. faulty or improper design.This exclusion does not apply to loss or damage caused directly by a resultant peril not otherwise excluded in this form.
17. a. data; or
 - b. loss or damage caused directly or indirectly by a data problem. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage except you are still insured for ensuing loss or damage caused directly by fire, explosion, smoke, or water damage, all as described Specified Perils.
18. loss involving virtual currency or intangible assets of any kind, by whatever name known, whether actual or fictitious.

Nor do we insure loss or damage:

19. caused by rust or corrosion, wet or dry rot, or fungi or spores;
20. resulting directly from settling, expansion, contraction, moving, bulging, buckling, or cracking except resulting damage to building glass;
21. occurring after your unit has, to your knowledge, been vacant for more than 30 consecutive days;
22. caused directly or indirectly by:
 - a. 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 coal, natural or manufactured gas; or
 - b. contamination by radioactive material;

Section I – Property Coverages

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

23. caused directly or indirectly by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.
24. 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". This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable, or contrary to statute, the remainder shall remain in full force and effect. This exclusion does not apply to ensuing loss or damage which directly results from fire or explosion of natural, coal or manufactured gas;
25. resulting from an intentional or criminal act or failure to act by:
 - a. any person insured by this policy;
 - b. any other person at the direction of any person insured by this policy; or
 - c. any tenant, tenants' guests, boarder or employee, or any member of the tenants' household;(1) This exclusion applies only to the claim of a person:
 - i. whose act or omission caused the 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 loss or damage.(2) A 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 reasonable place and time designated by us.
 - ii. cannot recover more than their proportionate interest in the lost or damage property.
26. from the part of the unit rented to others caused by theft or attempted theft by any tenant, tenant's employee, or member of the tenant's household;
27. arising directly or indirectly from the growing, manufacturing, processing, storing, possession, or distribution by anyone of any drug, narcotic or illegal substances or items of any kind. This includes any alteration of the premises to facilitate such activity, whether or not you have any knowledge of such activity. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
28. to personal property undergoing any process involving the application of heat, or while being worked on, where the damage results from such process or work, but resulting damage to other property is insured;
29. caused by animals owned by you or in your care, custody, or control;
30. caused by birds, vermin, skunks, rodents, (other than raccoons and squirrels), bats or insects, except loss or damage to building glass;
31. caused by smoke from agricultural smudging or industrial operations;
32. caused directly or indirectly by snowslide, earthquake, landslide, mudflow, or any other earth movement. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage except you are still insured for ensuing loss or damage which directly results from fire or explosion;
33. caused by vandalism or malicious acts or glass breakage occurring while your unit is under construction or vacant even if permission for construction or vacancy has been given by us;
34. resulting from a change in ownership of property that is agreed to even if that change was brought about by trickery or fraud;
35. caused by or resulting from contamination or pollution, or the release, discharge or dispersal of contaminants or pollutants, unless the loss or damage resulted from the sudden and accidental bursting or overflowing of your domestic fixed fuel oil tank, apparatus, or pipes;

We do not insure loss or damage:

 - a. to sewers;
 - b. caused by continuous or repeated leakage or seepage;
 - c. occurring while the unit is under construction or vacant, even if we have given permission for construction or vacancy.
36. caused by theft or attempted theft of property in or from a unit under construction, or of materials and supplies for use in the construction, until the unit is completed and ready to be occupied;
37. to an outdoor hot tub, outdoor swimming pool or equipment attached to a public watermain, caused by water escape, rupture or freezing;
38. caused directly or indirectly by continuous or repeated seepage or leakage of water. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
39. caused directly or indirectly by flood, surface water, spray, storm surge, ice, or waterborne objects, all whether driven by wind or not. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage, unless the loss or damage resulted from the escape of water from a public watermain, swimming pool or equipment attached;
40. caused directly or indirectly by water except as defined in Specified Perils; but we do not insure loss or damage:
 - a. caused by the backing up or escape of water from a sewer, sump or septic tank, retention tank, French drain, or water leader;
 - b. caused by ground water or rising of the water table;
 - c. caused by surface waters;
 - d. to a watermain;
 - e. to a system or domestic water container from which the water escaped;
 - f. caused by shoreline ice build-up or by water-borne ice or other objects, all whether driven by wind or not;
 - g. occurring while the building is under construction or vacant even if we have given permission for construction or vacancy;
 - h. caused by freezing during the usual heating season:
 - i. within a heated portion of your dwelling, if you have been away from your premises 8 or more consecutive days; but you will still be insured if:
 - a. you used reasonable care to maintain heat in the building; or
 - b. shut off and drained the water system and domestic water containers;
 - ii. within an unheated portion of your unit.

Section I – Property Coverages

This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage.

41. or expenses, caused directly or indirectly, in whole or in part by any communicable disease regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, or expenses;
42. directly or indirectly caused by, contributed to by, resulting from or arising out of any cyber act or any cyber incident. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage except you are still insured for ensuing loss or damage caused directly by fire, explosion, smoke, or water damage all as described in Specified Perils, and theft or attempted theft of property when such property is not otherwise excluded.

Basis of Claim Payment

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

Amounts Not Reduced

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

Actual Cash Value

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

Deductible

We are responsible only for the amount by which the loss or damage covered by this policy of insurance exceeds the amount of the deductible shown on the Certificate of Property Insurance in any one occurrence.

If your claim involves personal property on which the Special Limits of Insurance apply, the limitations apply to losses exceeding the deductible amount.

Increased Cost of Repair or Replacement

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

Insurance Under More Than One Policy

If you have insurance on specifically described property, this policy will be considered excess insurance and we will not pay any loss or claim until the amount of such other insurance is used up.

In all other cases, we will pay our rateable proportion of the loss or claim under this policy.

Personal Property

We will pay on the basis of replacement cost for all other personal property except:

- a. articles that cannot be replaced with new articles because of their inherent nature, including antiques, fine arts, paintings, and statuary;
- b. articles for which their age or history substantially contributes to their value, such as memorabilia, souvenirs, and collectors' items;
- c. property that has not been maintained in good or workable condition;
- d. property that is no longer used for its original purpose; for which we will pay only on the basis of actual cash value.

Replacement cost means the cost, on the date of the loss or damage, of the lower of:

1. repairing the property with materials of similar kind and quality; or
2. new articles of similar kind, quality, and usefulness; without any deduction for depreciation.

We will pay on the basis of replacement cost only if the property lost or damaged is repaired or replaced as soon as reasonably possible. Otherwise, we will pay on the basis of actual cash value.

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

For personal property described under "Special Limits of Insurance" we will not pay more than the applicable limit under either the replacement cost or actual cash value basis.

Unit Additional Protection, and Unit Improvements and Betterments

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

If loss or damage is not replaced or repaired, we will pay the actual cash value of the loss or damage at the date of the occurrence.

Conditions

The following conditions apply to the coverage provided by Section I of this policy.

Pair and Set

In the case of loss or damage to any article(s) which is (are) part of a set the measure of loss of or damage to such article(s) will be a reasonable and fair proportion of the total value of the set, but in no event will such loss or damage be construed to mean total loss of the set.

Parts

In the case of loss or damage to any part of the insured property 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.

Permissions Granted

You have our permission under the terms and conditions of this policy to:

1. make alterations, additions, and repairs to the unit that you occupy. (You may, however, need to request an increase in your Limits of Insurance.)
2. store and use reasonable and normal quantities of fuel oil, gasoline, benzene, naphtha, or other similar materials.

Statutory Conditions

All of the conditions set out under the title Statutory Conditions apply with respect to all of the perils insured under Section I except that these conditions may be modified or supplemented by the provisions of the said Section I or by forms or endorsements which modify Section I

Subrogation

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

If such action on our part does not fully indemnify both you and us, the amount that we recover will be divided between you and us in the proportions in which the loss or damage has been borne by each of us, respectively. The amounts so available for distribution shall be net of the costs of effecting the recovery.

Section II – Definitions

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

"Business or Business Pursuit" means any continuous, regular, or occasional activity of any kind undertaken for financial gain, and includes a trade, profession, or occupation. However, the following business uses by you are permitted without being stated on the Certificate of Property Insurance:

1. the rental of your residence to others;

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

"Computer system" in this Section has the same meaning as in Section I.

"Cyber act" in this Section has the same meaning as in Section I.

"Cyber incident" in this Section has the same meaning as in Section I.

"Dwelling" in this Section has the same meaning as in Section I.

"Electric Vehicle Supply Equipment (EVSE)" in this Section has the same meaning as in Section I.

"Insured" in this Section has the same meanings as in Section I. In addition, we will insure:

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

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

"Malware or Similar Mechanism" in this Section has the same meaning as in Section I.

"Named Insured" in this Section has the same meaning as in Section I.

"Premises" means the premises specifically described on the Certificate of Property Insurance.

"Property Damage" means:

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

Tangible property does not include electronic data.

"Residence Employee" in this Section has the same meaning as "Residence Employee" in Section I.

"You" or **"your"** in this Section refer to the Insuree

"We" or **"us"** in this Section have the same meanings as in Section I.

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

Section II – Insurance of Your Liability To Others

Coverages

This insurance applies to accidents or occurrences which take place during the period this policy is in force;

Coverage E – Your Personal Liability Protection

This is the part of the policy you look to for protection if you are sued.

We will pay all sums which you become legally liable to pay as compensatory damages because of unintentional bodily injury or property damage arising out of your ownership, use or occupancy of the premises defined in Section II.

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

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

We do not insure claims made against you arising from:

1. liability you have assumed by contract unless your legal liability would have applied even if no contract had been in force, but we do insure claims made against you for the legal liability of other persons in relation to your premises that you have assumed under a written contract;
2. damage to property you own, use, occupy, lease, rent or in your care, custody or control; property damage to premises you sell, give away or abandon;
3. damage to personal property or fixtures as a result of work done on them by you or anyone on your behalf;
4. bodily injury to you or to any person residing in your household other than a residence employee;
5. the personal actions of a named insured who does not reside on the premises described on the Certificate of Property Insurance;
6. liability arising out of premises, other than as herein before defined.

There are other exclusions that apply to all Coverages under Section II. Please refer to "Exclusions - Section II".

Defence, Settlement Supplementary Payments

If a claim is made against you 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 if we decide this is appropriate. We will pay only for the legal counsel we select.

We will also 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 limit 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 limit of insurance, but we are not obligated to apply for or provide these bonds;
5. expenses which you have incurred for emergency medical or surgical treatment to others following an accident or occurrence insured by this form;
6. reasonable expenses, including actual loss of income up to \$100 per day, which you incur at our request.

Section II – Insurance of Your Liability To Others

Action Against Us

No suit may be brought against us:

1. until you have fully complied with all the terms of this Coverage, nor until the amount of your obligation to pay has been finally determined, either by a judgment against you or by an agreement which has our consent;
2. more than one year (two years in the Yukon Territories and the Provinces of Ontario and Manitoba) 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.

Unauthorized Settlements

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

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.

The amount of insurance shown on the Certificate of Property Insurance is the maximum amount we will pay for each person in respect of one accident or occurrence.

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. medical expenses of any person that arise from the construction or renovation activities being performed on your dwelling or detached private structure.

There are other exclusions that apply to all Coverages under Section II. Please refer to "Exclusions - Section II".

Notice of Accident or Occurrence

1. When an accident or occurrence takes place, you must promptly give us notice (in writing if required). The notice must include:
 - a. your name and policy number;
 - b. the time, place, and circumstances of the accident;
 - c. the names and addresses of witnesses and potential claimants.
2. If requested by us, you must arrange for the injured person(s) to:
 - a. give us written proof of claim as soon as possible, under oath if required;
 - b. submit to physical examination at our expense by doctors we select as often as we may reasonably require;
 - c. authorize us to obtain medical and other records.

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

No suit may be brought against us until you have fully complied with all the terms of this Coverage.

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 an Insured, 12 years of age or under.

We do not insure:

1. damage to property owned or rented by an insured or an insured's tenant;
2. damage to property which is insured under Section I;
3. claims resulting from the loss of use, disappearance, or theft of property;
4. damage to property occurring on the premises arising from the construction or renovation activities being performed on your dwelling or detached private structure.

There are other exclusions that apply to all Coverages under Section II. Please refer to "Exclusions - Section II".

Basis of Payment

We will pay whichever is the lower amount of:

1. what it would cost to repair or replace the property with materials of similar quality at the time of loss;
2. the amount of insurance shown on the Certificate of Property Insurance.

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.

1. You must give us a written proof of claim as soon as possible, under oath if required, containing the following information:
 - a. the date, time, place and circumstances of the accident or occurrence;
 - b. the interest of all persons in the property affected.
2. If requested by us, you must help us to verify the damage.

No suit may be brought against us until:

1. you have fully complied with all the terms of this Coverage;
2. 60 days after the written proof of claim has been filed with us.

Coverage H - Voluntary Compensation for Residence Employees

This coverage is automatically provided for all your occasional residence employees. It will be extended to your permanent residence employees if so, stated on the Certificate of Property Insurance.

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

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

A residence employee or anyone acting on their 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.

1. When an accident occurs, you must promptly give us notice (in writing if requested by us). 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:

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- 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.

We will not pay benefits:

1. unless your employee was actually performing duties for you when the accident happened;
2. for any hernia injury;
3. for injury occurring on the premises arising from the construction or renovation activities being performed on your dwelling or detached private structure.

Schedule of Benefits

1. Loss of Life

If your residence employee dies from injuries received in the accident within the following 26 weeks, we will pay a total of 100 times the weekly indemnity to those wholly dependent upon him or her. If there is more than one dependent the amount will be divided equally among them. This payment is in addition to any benefit for Temporary Total Disability paid up to the date of death.

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 7 days unless the disability lasts for 6 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 100 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 100 weeks in total even if the accident results in loss from more than one item.

For Loss of	Number of Weeks
A. One or more of the following:	
Hand	100
Arm	100
Foot	100
Leg	100
B. One finger or toe or	25
More than one finger or toe	50
C. One eye or	50
Both eyes	100
D. Hearing of one ear or	25
Hearing of both ears	100

5. Medical Expenses

If as a result of the accident your residence employee incurs medical expenses 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.

Loss Assessment Coverage (Condominium Unit Owner)

We will pay for your share of special assessments if:

- a. the assessment(s) are valid under the Condominium Corporation's governing rules; and
- b. the assessment(s) are made necessary by occurrence(s) to which this Section of the policy applies.

We will not pay more than \$25,000 for that part of an assessment made necessary by a deductible in the insurance policy of the Condominium Corporation.

Special Limitations

Watercraft and Motorized Vehicles you Own

We will pay all sums which you become legally liable to pay as compensatory damages because of unintentional bodily injury or property damage arising out of your ownership, use or operation of:

Watercraft You Own

1. watercraft, including their attachments, equipped with any type of motor of not more than 38 kW (50 H.P.), other than personal watercraft powered by a jet-pump propulsion system;
2. non-motorized watercraft, including their attachments, not more than 8 metres (26 feet) in length

Any other watercraft is insured only if liability coverage for it is shown on the Certificate of Property Insurance. If the watercraft or motor with which it is equipped, other than personal watercraft powered by a jet-pump propulsion system, is acquired after the effective date of this policy, you will be insured automatically for a period of 30 days only from the date of acquisition, or until expiry of the policy, whichever comes first;

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Motorized Vehicles You Own

1. self-propelled lawn mowers, snow blowers, garden tractors of not more than 19 kW (25 H.P.);
2. motorized golf carts while in use on a golf course;
3. motorized wheelchairs, including motorized scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability.
4. e-bikes

Territorial Limits – Watercraft and Motorized Vehicles You Own

You are covered for incidents occurring in Canada, the United States of America and on a vessel travelling between the ports of those countries.

Exclusions - Section II

We do not insure claims:

1. caused directly or indirectly by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military power. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage;
2. 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. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss or damage. If any portion of this exclusion is found to be invalid, unenforceable, or contrary to statute, the remainder shall remain in full force and effect. This exclusion does not apply to ensuing loss or damage which directly results from fire or explosion of natural, coal or manufactured gas;
3. arising from:
 - a. 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 coal, natural or manufactured gas; or
 - b. contamination by radioactive material;
4. arising from business pursuits or any business use of the premises except as provided under "business and business property" in Section II or specified on the Certificate of Property Insurance;
5. arising from the rendering or failure to render any professional service;
6. arising from bodily injury or property damage caused by any intentional or criminal act or failure to act by:
 - a. any person insured by this policy; or
 - b. any other person at the direction of any person insured by this policy;
7. arising from the ownership, use or operation of:
 - a. any aircraft;
 - b. premises used as an airport or landing facility; and all activities related to either;
8. arising from the ownership, use or operation of any watercraft, motorized vehicle except as provided under "Watercraft and Motorized Vehicles You Own" in Section II;
9. arising from the ownership, use or operation of any trailer
10. arising from any communicable disease;
11. arising from:
 - a. sexual, physical, psychological, or emotional abuse, molestation, or harassment, including corporal punishment by, at the direction of, or with the knowledge of any person insured by this policy; or
 - b. failure of any person insured by this policy to take steps to prevent sexual, physical, psychological, or emotional abuse, molestation or harassment or corporal punishment;
12. arising from the distribution or display of data via a website, the internet, intranet or similar device or system designed or intended for electronic communication of data;
13. arising from liability imposed upon or assumed by you under any workers' compensation statute;
14. for punitive or exemplary damages, meaning that part of any award by a court which is in excess of compensatory damages and is stated or intended to be a punishment to you;
15. caused by rust or corrosion, wet or dry rot, or fungi or spores;
16. for bodily injury or property damage directly or indirectly, whole or in part, caused by, contributed to by, resulting from or arising out of any cyber act or any cyber incident. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the bodily injury or property damage;
17. against a Family Trust, Company or Estate, its Trustees and/or Beneficiaries, unless arising out of the ownership, use and maintenance of the premises defined in Section II.

Conditions

1. Notwithstanding any other similar clause in this policy or any other policy, if any other insurance applies to a loss, or would have applied if this policy did not exist, this policy will be considered excess insurance and we will not pay any loss until the amount of such other insurance is used up.
2. Statutory Conditions Misrepresentation, Change of Interest, Material Change, Termination and Notice incorporated in this policy apply as conditions to all Coverages under Section II.
3. Only losses that occur within the policy term shown on the Certificate of Property Insurance will be covered under this policy. There will be no coverage for any loss that occurred or was in progress prior to the policy period inception date or after the policy period expiry date shown on the Certificate of Property Insurance.