

The sample forms are provided for informational purposes only and do not constitute a contract of insurance. They are updated periodically, and the current version will be available at the time of purchase. They are subject to all terms, exclusions and conditions of the policy of which they are a part.

The specimens wordings describe various insurance coverages. Some of these may not be included in your insurance quote. Please refer to your quotation to see which coverages are included in your quote.

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Property Damage Coverages

Insuring Agreement

We provide you, as a condominium unit owner, with coverage against various perils as described or listed below, in return for payment of the premium.

Important

This policy contains clauses that may limit the amount payable. A deductible is an example of this type of clause. In addition, this insurance policy contains conditions and exclusions which restrict coverage. Some of them may be amended by endorsement. Please read your insurance policy carefully.

A Guide to Your Insurance Policy

This insurance covers your personal property and any improvements and betterments made, acquired or rented by you. It also insures any additional living expense or fair rental value loss incurred by you if an insured occurrence makes your dwelling unfit for occupancy.

Useful Information

The insurance policy should be read as a whole. Therefore, clauses should be interpreted as they relate to each other and by considering the entire insurance policy.

For a proper understanding of this insurance policy, the Coverage Summary, the endorsements, and the Statutory Conditions and Additional Conditions must be considered in addition to this form.

Obligation to Inform Insurer

Before this insurance policy is in effect and during the term of this policy, you must report to us any and all information that may influence our risk assessment.

Such information must also be reported upon renewal of the insurance policy.

If you are unsure if you must report specific information, we recommend you contact us.

Among other information, the following must be reported:

- Any criminal conviction of an insured;
- Any change in the occupancy or use of your dwelling;
- When you rent your dwelling, in whole or in part (including the rental of rooms);
- Any business or commercial activity on the premises;
- Any major renovation to your dwelling;
- When your dwelling becomes vacant.

Definitions

"You" and "your" as used in the text that follows refer to the **Insured**. "We" and "us" refer to the Insurer.

The following expressions used in the Property Damage Coverages section of this insurance policy also have the following meanings:

- "condominium unit owner" also means "strata lot owner";
- "improvements and betterments" also means "fixtures or improvements to fixtures";
- "condominium declaration" also means "plan" or "strata plan".

For the purpose of this insurance policy, animals are considered as property.

Words and expressions in **bold** are defined in this section. Note that the endorsements may include their own definitions.

The following definitions apply to the Property Damage Coverages section of this insurance policy:

Additional living expense means any necessary increase in living expenses, including moving expenses, incurred by the **Insured** to maintain his or her regular standard of living.

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

Cash card or plastic money means a card or other medium storing electronic cash and used as a method of payment, which at the time of the purchase transaction does not require any personal identification number (PIN), signature or authorization.

Civil authority means an authority as defined under any act or regulation.

Common property means the common elements, common property or common assets, as described in the condominium declaration, but not the **common property for exclusive use**.

Common property for exclusive use means the common property that are reserved for your exclusive use, as described in the condominium declaration.

Communicable disease means any sickness or disease which can be transmitted by any method or means, directly or indirectly, from any organism (which includes a human being), to another organism, including where:

- the cause of the sickness or disease includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; or
- the method or means of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission,

transmission from or to any surface, object, solid, liquid or gas, or between organisms.

Communicable disease order means any communication, without limitation, by a government or **civil authority**, or agency of a government or **civil authority**, in respect of any **communicable disease**, that recommends, requires or prohibits, access to, or use of, any property or premises, or recommends or requires that a business or premises close or operate at a reduced capacity, or recommends or requires social distancing, self-isolation, travel restrictions or limitations on social interaction.

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

Condominium corporation or strata corporation means the legal entity that represents the condominium unit owners.

Cyber risk incident means:

- (a) Any unauthorized access to, or use of, a **computer system**;

(b) Any introduction of a malicious code, virus, ransomware, or any harmful code, into a **computer system**;

(c) Any act, error or omission that results, whether in whole or in part, in any:

- damage to, or alteration or destruction of, a **computer system**;
- reduction in functionality, availability or operation, of a **computer system**;
- inability or failure to access, use or operate, a **computer system**;
- disruption in, prevention of, or restriction in, use of a **computer system**.

Data means any representation of information, facts, concepts or code, in any form, that is used, accessed, processed, recorded, transmitted or stored by a **computer system**, and includes virtual or digital property, such as, but not limited to, cryptocurrency, virtual or digital currency, and non fungible tokens.

Detached private structure means a permanent structure or building on the **premises** or in the **common property** separated from the dwelling by a clear space or only connected to the dwelling by a fence, utility line or similar connection.

Domestic water container or **appliance** includes, but is not limited to, fish tanks, water beds, heating, air conditioning or fire extinguishing systems, swimming pools, hot tubs, saunas, fountains and other basins.

Drawn machinery means a trailer without a load space that is used to carry only equipment or machinery which is permanently installed upon it.

Fair rental value means the amount of rent you would have received, excluding any expenses that do not continue because of the insured **occurrence**.

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

Gold or silver item means an object made out of gold, silver or pewter, or plated in gold, silver or pewter, excluding jewellery, watches and bullions.

Insured means the person(s) named as insured on the Coverage Summary, and:

(a) While living with the Insured in the same household:

- his or her **spouse**;
- the relatives of either;
- any person under 21 years of age in their care; and
- any person 21 years of age or over under their legal custody.

(b) A **student** who is dependent on the Insured or his or her **spouse**, provided that the dwelling described on the Coverage Summary serves as the named Insured's primary residence.

Money means paper money, coins and bullions.

Occurrence means an event causing loss or damage; all loss or damage having the same origin will be considered as one occurrence.

Plumbing system means water supply, distribution and drainage piping, including appliances and equipment attached thereto, located within the lot lines of the condominium property.

Pollutant means any solid, liquid, gaseous or thermal irritant or contaminant, including fuel oil, vapour, soot, chemicals, pesticides, herbicides, waste and smoke from agricultural smudging or industrial operations.

Waste also includes materials that are to be recycled, recovered and reused.

Premises means:

(a) The unit described on the Coverage Summary and your **common property** for exclusive use.

(b) Premises used as residence by students covered by this insurance policy.

Remuneration means payment, in cash or in kind, made to a person for work done or services rendered.

Residence employee means a person who performs duties for you in connection with the use or maintenance of the **premises** or for your personal services. This does not include persons performing duties in connection with your **business** activities or under an independent contractor agreement or service agreement.

Retention tank or **holding pond** means a tank in which surface, ground or storm water runoff is held temporarily before being released into the drainage system.

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

Spouse means:

(a) A person who is married to another person and is living with that person.

(b) A person who has lived in a conjugal relationship outside of marriage and has cohabited for at least one year with another person of the opposite or the same sex who is publicly presented as his or her spouse.

(c) A person who has lived in a conjugal relationship outside of marriage and is cohabiting with another person of the opposite or the same sex who is publicly presented as his or her spouse, in the following cases:

- A child has been born or is to be born of their union;

- They have adopted a child together;
- One of them has adopted a child of the other.

Student means a person who is enrolled in and actually attends an educational institution on a full-time basis.

Telework means office work carried out on the **premises**, on behalf of an employer, on a casual or full-time basis.

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.

Transportation accident means collision, upset, derailment, crashing, stranding or sinking of a motorized vehicle, a trailer attached to a motorized vehicle, a train, an aircraft or a **watercraft**.

Unit means your condominium unit, strata lot or portion that is your exclusive property, as described on the Coverage Summary and in the condominium declaration.

Vacant refers to circumstances where, regardless of the presence of furnishings, all occupants have moved out with no intention of returning to reside in the dwelling. A newly constructed dwelling is considered to be vacant after it is completed and before the occupants move in.

Watercraft includes, in addition to the usual definition, and among other things, pedal boats and rafts.

Work of art includes, but is not limited to, paintings, pictures, drawings, etchings, engravings, prints and lithographs, including their frames, sculptures, statuettes and assemblages, and hand-made rugs and tapestries, excluding jewellery and watches.

Property Damage Coverages

We insure only **occurrences** that occur while this insurance policy is in force.

Amounts of Insurance

The amount of insurance for each of Coverages A, C and D is written on the Coverage Summary.

Upon renewal of the insurance policy, we will automatically increase the amounts of insurance written on the Coverage Summary for Coverages A, C and D according to inflation.

Coverage A – Dwelling and Improvements and Betterments

We insure:

(1) When the following are made, acquired or rented by you:

(a) Improvements and betterments made to your unit and **common property for exclusive use**.

(b) Temporary or permanent outdoor installations, whether assembled or not, located on the **premises** or in the **common property**.

Such installations include **detached private structures** and car shelters.

(c) Building fixtures and fittings, removed from the **premises** and **common property** for repair or seasonal storage.

(d) Docks located on dry land on the **premises** or in the **common property**.

In addition, we insure docks when located:

- along the shore of the condominium property;
- on dry land on a site adjacent to the condominium property.

(e) Hot tubs and swimming pools, installed or not, and their equipment, wherever located and:

- patios and decks not attached to the building and giving direct access to hot tubs or swimming pools;
- sidewalks which surround the inground swimming pools and are essential to their installation.

(2) Materials and supplies intended for use in construction, alteration or repair of improvements and betterments that have been made to your **unit** or **common property for exclusive use** and that are:

- on the **premises**;
- in the **common property**;
- on areas adjacent to the condominium property;
- being transported.

(3) Your **unit**, excluding improvements and betterments.

This coverage applies only if the **condominium corporation** has no insurance, its insurance is inadequate or as a result of the application of a deductible.

Limitation for Wind Turbines

We will pay a maximum amount of \$5,000 for loss or damage caused by an insured peril under this insurance policy to wind turbines, whether assembled or not, including their equipment and accessories.

However, we do not insure loss or damage caused to wind turbines by one of the following perils:

- Collapse;
- Hail;
- Weight of ice, snow or sleet;
- Windstorm.

Coverage C – Personal Property (Contents)

Subject to the maximum amount payable for the property described in the Special Limits section of the Coverage Summary and as defined, where applicable, in the Definitions section of this insurance policy, we insure:

(1) Property Located on the Premises

When the following are located on the **premises** or in the **common property**:

(a) Personal property, including personal property owned by a **student** insured by this insurance policy, that is usual to a dwelling and that you own or use.

However, we insure only the following motorized vehicles:

- Lawn mowers, snow blowers and garden-type tractors, with a maximum power output of 37 kW (50 HP);
- **Watercraft**;
- Wheelchairs, three-wheeled scooters and four-wheeled scooters, specifically designed for carrying a person who has a physical disability;
- Remote-controlled golf caddies;
- The following electric vehicles, provided the vehicle is not subject to mandatory registration:
 - Bicycles;
 - Kick-scooters;
 - Other similar personal transporters;
- Vehicles designed for and used by children, provided the vehicle is not subject to mandatory registration;
- Golf carts.

(b) Trailers designed solely to transport a **watercraft** and used as such, and **drawn machinery**.

(c) If you wish, and provided that it is not covered by any other insurance and that it is usual to a dwelling:

- Personal property belonging to others and in your possession;
- Personal property belonging to your **residence employees** travelling for you.

ance policy, that is usual to a dwelling and that you own or use.

However, we insure only the following motorized vehicles:

- Lawn mowers, snow blowers and garden-type tractors, with a maximum power output of 37 kW (50 HP);
- **Watercraft**;
- Wheelchairs, three-wheeled scooters and four-wheeled scooters, specifically designed for carrying a person who has a physical disability;
- Remote-controlled golf caddies;
- The following electric vehicles, provided the vehicle is not subject to mandatory registration:
 - Bicycles;
 - Kick-scooters;
 - Other similar personal transporters;
- Vehicles designed for and used by children, provided the vehicle is not subject to mandatory registration;
- Golf carts.

(d) Trailers designed solely to transport a **watercraft** and used as such, and **drawn machinery**.

(e) If you wish, and provided that it is not covered by any other insurance and that it is usual to a dwelling:

- Personal property belonging to others and in your possession;
- Personal property belonging to your **residence employees** travelling for you.

Coverage D – Additional Living Expense and Fair Rental Value

The amount of insurance written on the Coverage Summary for Coverage D is the maximum that we will pay per **occurrence** for all of coverages (1) and (2) below.

(1) Additional Living Expense

We insure the **additional living expense** that you have to incur:

(a) When your dwelling is made unfit for occupancy as a result of loss or damage caused to your insured property by an insured **occurrence** under this insurance policy.

Payment will be made solely for the reasonable time required to repair or rebuild the dwelling or, if you permanently relocate, the reasonable time required for you to permanently settle into a new dwelling.

(b) When a **civil authority** prohibits access to the **premises** or orders the **premises** to be evacuated as a direct result of an event occurring off the **premises** and caused by an insured peril under this insurance policy.

Payment will be made, per event, for the maximum benefit period which is written on the Coverage Summary. This period will not be interrupted by the expiration of your insurance policy.

The common exclusion Loss or Damage Caused by a **Pollutant** does not apply to the coverage outlined in this paragraph (b).

(2) Property Temporarily Away From the Premises

When the following are temporarily away from the **premises** and **common property**:

- Personal property, including personal property owned by a **student** insured by this insurance policy.

(2) Loss of Fair Rental Value

We insure the loss of **fair rental value** you incur:

(a) When all or part of your dwelling or your **detached private structures** rented to others or held for rental by you is made unfit for occupancy as a result of loss or damage caused to your insured property by an insured **occurrence** under this insurance policy.

Payment will be made solely for the reasonable time required to repair or rebuild the damaged building.

(b) When a **civil authority** prohibits access to the **premises** or orders the **premises** to be evacuated as a direct result of an event occurring off the **premises** and caused by an insured peril under this insurance policy.

Payment will be made, per event, for the maximum benefit period which is written on the Coverage Summary. This period will not be interrupted by the expiration of your insurance policy.

The common exclusion Loss or Damage Caused by a **Pollutant** does not apply to the coverage outlined in this paragraph.

We do not insure the loss of fair rental value resulting from the termination of leases or agreements.

Extensions of Coverage

The extensions of coverage outlined below apply subject to the following conditions:

(a) Unless specified otherwise, the amounts payable under these extensions of coverage are included in the amounts of insurance written on the Coverage Summary for Coverages A, C and D.

(b) All limitations and exclusions of this insurance policy apply to these extensions of coverage.

(1) Animals

We insure loss or damage caused directly to animals by one of the following insured perils:

- Fire;
- Lightning;
- Fluctuations in artificially generated electric currents;
- Explosion;
- Smoke;
- Impact by objects which strike the exterior of the building or its **detached private structures**;
- Riot;
- Vandalism;
- Water damage;
- Hail;
- Windstorm;
- **Transportation accidents.**

We will pay a maximum amount of \$3,000 for all animals.

(2) Business Property

We cover insured property pertaining to a **business** when they are located on the **premises** or temporarily away from the **premises**.

This coverage applies subject to the following conditions:

(a) The property is not covered by any other insurance policy.

(b) The property is insured solely against the perils covered by this insurance policy.

The amount written on the Coverage Summary for this coverage represents the maximum we will pay.

(3) Change of Temperature

We insure loss or damage caused directly by a change of temperature to the insured personal property located within your dwelling.

This coverage applies only if the change of temperature results from damage caused to the dwelling or its equipment by an insured peril under this insurance policy.

(4) Credit or Debit Cards and Forgery

(a) We insure the financial loss you incur as a result of the unauthorized use of a credit or debit card issued in your name.

(b) We insure the financial loss you incur as a result of unauthorized electronic transactions conducted in your name.

The coverage outlined in (a) and (b) applies subject to the following conditions:

- The unauthorized use or transactions were not made by an **insured**; and
- The cardholder complied with all the terms and conditions for the purpose of issue and use imposed by the company that issued the card.

(c) We insure the financial loss you incur as a result of the forgery or counterfeiting of cheques, drafts or other negotiable instruments.

(d) We insure the financial loss you incur as a result of your acceptance in good faith of counterfeit paper currency.

For coverages (a), (b), (c) and (d) combined, we will pay a maximum amount of \$5,000.

(5) Debris Removal

When property covered by this insurance policy is damaged by an insured peril under this insurance policy, we will pay the necessary expenses incurred to:

(a) Remove from the **premises** and **common property** the debris of such property.

However, when the damaged property consists of trees, shrubs, plants or lawns, the amount payable for these expenses shall not exceed the limits set out in the Extension of Coverage – Outdoor Plants.

(b) Remove from the **premises** and **common property** the debris cluttering such property so that the property can be repaired or demolished.

(c) Clear access on the **premises** to such property so that the property can be repaired or demolished. However, we will not pay expenses to remove from the **premises** objects obstructing access.

We will pay up to an additional 5% of the applicable coverage's amount of insurance if this amount is not sufficient to cover the debris

removal expenses following payment of damage.

(6) Fire Department Charges

We will reimburse you for the charges that are levied against you when a fire department of a municipality, other than the one where the building is located, has responded to the **premises** or in the **common property** owing to an insured **occurrence** under this insurance policy.

We will pay a maximum amount of \$10,000.

This amount is payable in addition to the amounts of insurance written on the Coverage Summary for Coverages A, C and D.

(7) Food in a Freezer or Refrigerator

We insure loss or damage caused directly to food located within a freezer or refrigerator which is located inside a building on the **premises** and has stopped working because of a mechanical breakdown or power interruption.

We will also pay the reasonable expenses incurred by you to preserve the food while the appliances are being repaired or until power is restored.

This coverage does not apply when the power interruption is caused by manually disrupting a circuit breaker or fuse on the **premises** or by manually disconnecting the power supply of appliances.

(8) Funeral Monuments and Urns

We insure loss or damage caused directly to urns, and to funeral monuments located on premises where the person named as **Insured** on the Coverage Summary or his or her **spouse** owns an individual or family cemetery plot.

We will pay a maximum amount of \$10,000.

(9) Lawyer Fees, Surveyor Fees or Architect Fees

We will pay for lawyer fees, surveyor fees or architect fees necessarily incurred when the damaged building must be completely rebuilt following an insured **occurrence** under this insurance policy.

We will pay a maximum amount of \$2,000.

This amount is payable in addition to the amounts of insurance written on the Coverage Summary for Coverages A, C and D.

(10) Lock Replacement, Rekeying or Repair

We will pay for the replacement, rekeying or repair, whichever is the least expensive, of locks of your **unit** if your keys are lost or stolen.

This coverage also applies to locks on the **detached private structures** owned or rented by you and located on the **premises** or in the **common property**.

This coverage also applies to the locks on your automobile, if it is insured with us and the keys are lost or stolen at the same time as the keys to your **unit**.

We will pay a maximum amount of \$2,000.

The deductible does not apply to this coverage.

(11) Loss Assessment Coverage (Loss or Damage to Common Property)

We will pay your share of any special assessment or special levy imposed under the condominium declaration arising from loss or damage to **common property** or **common property for exclusive use** caused by an insured peril under this insurance policy.

This coverage applies only if the **condominium corporation** has no insurance or its insurance is inadequate.

The amount written on the Coverage Summary for Loss Assessment Coverage (Loss or Damage to **Common Property**) represents the maximum we will pay for this coverage, in addition to the amounts paid for Coverages A, C and D.

When the special assessment or special levy is made necessary by a deductible in the insurance policy of the **condominium corporation**, the amount written on the Coverage Summary for Loss Assessment for the Deductible (Proportion) represents the maximum we will pay for this coverage.

For the purpose of this coverage:

(a) The **condominium corporation** has inadequate insurance, including but not limited to, when:

- The amount of damage is higher than the amount of insurance of the **condominium corporation**'s insurance policy; or
- The co-insurance clause in the **condominium corporation**'s insurance policy reduces the amount paid by the **condominium corporation**'s insurer.

(b) The **condominium corporation** has no insurance, including but not limited to, when:

- The **condominium corporation** has no insurance policy; or
- The insured property was damaged by a peril that is not insured by the **condominium corporation**'s insurance policy; or
- An exclusion contained in the **condominium corporation**'s insurance policy applies to the loss or damage; or
- The damaged property is not insured by the **condominium corporation**'s insurance policy; or
- The damaged property is excluded from the **condominium corporation**'s insurance policy.

(12) Loss of Computer Data

We insure loss of computer **data** caused directly by an insured peril under this insurance policy.

This coverage applies solely to computer **data** for which a licence or fees have been paid, including music files and digital books, but does not apply to computer **data** pertaining to a **business**.

In addition, we do not insure any loss or damage to virtual or digital property, such as, but not limited to, cryptocurrency, virtual or digital currency, and non fungible tokens.

We will pay a maximum amount of \$3,000.

(13) Moving and Storage Expenses

We will pay the necessary expenses incurred to move and store your contents, only if they must be removed so that repairs can be made to the building damaged by an insured **occurrence** under this insurance policy.

However, the amount payable shall not be greater than 50% of the amount of insurance written on the Coverage Summary for Coverage C – Personal Property (Contents).

This amount is payable in addition to the amount of insurance written on the Coverage Summary for Coverage C – Personal Property (Contents).

(14) Outdoor Plants

We insure loss or damage caused directly to trees, shrubs, plants and lawns owned by you and located outdoors, on the **premises** or in the **common property**, by one of the following insured perils:

- Fire;
- Lightning;
- Explosion;
- Impact with a vehicle, aircraft, satellite or spacecraft;
- Riot;
- Vandalism;
- Theft or attempted theft.

We will pay a maximum amount of \$500 per tree, shrub or plant. This amount includes expenses to remove from the **premises** and **common property** debris from the damaged plants.

However, the amount payable for all trees, shrubs, plants and lawns shall not be greater than 5% of the amount of insurance written on the Coverage Summary for Coverage A – Dwelling and Improvements and Betterments.

(15) Property Located Away From the Premises

We cover the insured personal property located anywhere in Canada, other than at the residence described on the Coverage Summary or at the residence of a **student** insured by this insurance policy.

This coverage applies when the damage is excluded solely due to application of:

- (a) Paragraph (10) of the Property Excluded section (which relates to property usually located elsewhere than the dwelling described on the Coverage Summary); or
- (b) Paragraph (a) of the Theft or Attempted Theft exclusion under the Common Exclusions section (which relates to theft occurring at any location you own or rent).

The amount written on the Coverage Summary for this coverage represents the maximum we will pay.

(16) Property of a Relative Under the Legal Custody of the Insured

We cover the personal property of relatives in an extended care facility or a senior citizens' residence who are under the legal custody of the person named as **Insured** on the Coverage Summary or of his or her **spouse**.

For the purpose of this coverage, "relatives" means the named **Insured's spouse**, and the father, mother, children, brothers and sisters of the named **Insured** or of his or her **spouse**.

This coverage applies subject to the following conditions:

- (a) The property is not covered by any other insurance policy.
- (b) The property is insured solely against the perils covered by this insurance policy.

The amount written on the Coverage Summary for this coverage represents the maximum we will pay.

(17) Property Removed From the Premises as a Precaution

Following an insured **occurrence** under this insurance policy, we cover the insured personal property removed from the **premises** and **common property** as a precaution to protect it from further loss or damage.

This coverage applies subject to the following conditions:

- (a) The property is insured solely against the perils covered by this insurance policy.
- (b) The coverage period is 90 consecutive days, but not beyond the expiry date of this insurance policy.

(18) Property When Moving to Another Residence

We cover the insured personal property located in Canada while you are moving to a new residence, up to the amount of insurance written on the Coverage Summary for Coverage C – Personal Property (Contents).

This coverage applies subject to the following conditions:

- (a) The property is not covered by any other insurance policy.
- (b) The property is insured solely against the perils covered by this insurance policy.
- (c) The coverage period is for 30 consecutive days:
 - It commences when the first item of personal property leaves your residence.
 - It ends upon expiration of the 30 consecutive days or upon termination of this insurance policy, whichever occurs first.
- (d) During the coverage period, the personal property is insured:
 - when located at the residence that you are leaving;
 - while in transit between the two residences;

- when located at your newly acquired residence.

(19) Tear Out and Repair

We will pay the cost of tearing out and repairing any improvements and betterments made, acquired or rented by you, located on the **premises**, as needed to allow repairs to be made to the part of:

- the plumbing system;
- the domestic water containers or appliances;
- their equipment;

which caused the insured water damage under this insurance policy.

In addition, we will pay the cost of tearing out and repairing any improvements and betterments made, acquired or rented by you, located on the **premises**, as needed to allow repairs to be made to the installations which caused the loss or damage to pools or hot tubs, provided this loss or damage is covered by this insurance policy.

We do not insure:

- (a) The cost of tearing out and repairing a that is needed to allow repairs to be made to ditches, drain fields or other wastewater treatment systems, public water mains or public sewers.
- (b) Any increase in the cost of repairing, replacing or reconstructing undamaged property resulting from changes in the height, size or style of the swimming pool or hot tub.

If the improvements or betterments made, acquired or rented by you are trees, shrubs, plants or lawns located outdoors on the **premises**, and that these improvements or betterments are damaged during tear out or repair, the amount payable for these expenses shall not exceed the limits set out in the Extension of Coverage – Outdoor Plants.

Insured Perils

You are insured against all risks of direct physical loss or damage to insured property.

However, all limitations and exclusions contained in this insurance policy apply.

Property Excluded

We do not insure:

- Animals, except as insured under the Extension of Coverage – Animals.
- Exterior trees, shrubs, plants and lawns, except as insured under the Extension of Coverage – Outdoor Plants.
- Sporting items and equipment (including, but not limited to, bicycles) where loss or damage is due to their use.

However, we insure sporting items and equipment (including, but not limited to, bicycles) where loss or damage is caused directly by impact with a vehicle or aircraft.

We also insure bicycles, kick-scooters and other similar personal transporters, insured under Coverage C – Personal Property (Con-

tents), where loss or damage is caused directly by collision with a pedestrian.

- Any property lawfully seized or confiscated.
- Any property illegally acquired or kept, including property brought into Canada in contravention of the *Customs Act*.
- Property, or a part thereof, that caused the **occurrence**, including but not limited to cases where the damage results from the breakdown, inherent vice or nature of the property.
- Property of roommates, roomers or boarders who are not related to you.
- Property related to a **business**, except as insured under the Extension of Coverage – **Business** Property.
- Property at any fairground, exhibition or exposition for the purpose of its exhibition or sale.
- Property normally kept at any location other than the dwelling described on the Coverage Summary, except as insured under the Extensions of Coverage – Property Located Away From the **premises** and Funeral Monuments and Urns.
- Do-it-yourself kits to build an aircraft or motorized vehicle, other than those insured under Coverage C – Personal Property (Contents).
- Docks other than those insured under Coverage A – Dwelling and Improvements and Betterments.
- (a) Motorized vehicles, other than those insured under paragraphs (1)(a) and (2)(a) of Coverage C – Personal Property (Contents).
- Parts, furnishings, equipment and accessories designed exclusively for motorized vehicles, other than those insured under Coverage C – Personal Property (Contents), that you own or that are in your care, custody or control.
- Trailers, other than those insured under Coverage C – Personal Property (Contents).
- Aircraft and related parts, furnishings, equipment and accessories, including scale models and drones, except for unmodified toys intended for children under 14 years of age.

Common Exclusions

The following exclusions apply to Coverages A, C and D, as well as to the Extensions of Coverage. They apply in addition to all other exclusions contained in this insurance policy.

(1) By-Laws

We do not insure losses or expenses arising directly or indirectly from the enforcement of any by-law, regulation, ordinance or law that regulates zoning or the demolition, repair, replacement or rebuilding of buildings or structures and that makes it impossible to repair or return the insured property to its condition as it was prior to the loss.

(2) Communicable Diseases

We do not insure any loss or damage caused directly or indirectly, in whole or in part, by any **communicable disease**, including a **communicable disease order**.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage.

(3) Cyber Risk and Data

- (a) We do not insure loss or damage caused directly or indirectly by a **cyber risk incident**.

However, this exclusion does not apply to physical damage to insured property caused directly by one of the following perils, provided that this peril is covered by this insurance policy:

- Fire;
- Lightning;
- Explosion;
- Falling objects;
- Impact with a vehicle or aircraft;
- Hail;
- Windstorm;
- Frosting;
- Dire physical theft or direct physical vandalism of property, by unlawful or unauthorized physical entry or access to the **premises**;
- Earthquake;
- Flood, including seepage from ground or surface water;
- Water damage, except for loss or damage caused by water from escape, overflow or backing up of sewer connections, sewers, septic tanks, drain fields or other wastewater treatment systems, ditches, sumps, **retention tanks** or **holding ponds**;
- Weight of ice, snow or sleet.

- (b) We do not insure loss or damage caused directly or indirectly by any:

- loss of or damage to **data**;
- loss of, or restraint in, use of **data**;
- reduction in functionality or availability of **data**;
- replacement, restoration, reproduction, erasure, destruction, corruption, misappropriation, misuse, misinterpretation or usurpation of **data**;
- error in creating, modifying, amending, entering, deleting or using **data**;
- inability to access, receive, transmit or process **data**.

- (c) We do not insure loss or damage caused directly or indirectly to **data**, except as insured under the Extension of Coverage – Loss of Computer **Data**, if this coverage is included in this insurance policy.

However, we do not insure any loss or damage to virtual or digital property, such as, but not limited to, cryptocurrency, virtual or digital currency, and non fungible tokens.

These exclusions (b) and (c) apply whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage.

(4) Defects

- (a) We do not insure loss or damage caused by mechanical, electrical or electronic breakdown or malfunction, or by defects, unless such loss or damage results directly from a fluctuation in artificially generated electric currents or lightning.
- (b) We do not insure the cost to repair or replace defective or malfunctioning property or property that breaks down.

However, we insure loss or damage caused directly to insured property by an insured peril under this insurance policy and resulting from such defect, malfunction or breakdown.

(5) Earthquake, Erosion and Other Geological Phenomena

We do not insure loss or damage caused directly or indirectly by earthquake, volcanic eruption, avalanche, landslide, subsidence, tidal wave, tsunami, seiche or soil erosion.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage.

(6) Other Ground Movement

We do not insure loss or damage caused by compaction, expansion, settling or any other ground movement attributable to:

- the drying out, irrigation or drainage of the ground;
- cold, heat, freezing or thawing;
- the weight of a building, backfill or any other installation.

However, we insure loss or damage caused directly to insured property by an insured peril under this insurance policy and resulting from such ground movement.

(7) Faulty Material or Workmanship

We do not insure the cost of correcting faulty material or workmanship.

However, we insure loss or damage caused directly to insured property by an insured peril under this insurance policy and resulting from such faulty material or workmanship.

(8) Flood

We do not insure loss or damage caused directly or indirectly by flood.

"Flood" includes waves, tides, tidal waves, tsunamis, seiches, dam breaks and the rising or overflow of any stream of water or body of water, whether natural or man-made.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage.

However, we insure loss or damage caused directly to insured property by a fire or explosion resulting from flood.

(9) Freezing

We do not insure loss or damage caused by freezing to:

- (a) Property located outside a building, including temporary or permanent installations and docks.

However, we insure loss or damage caused directly by freezing to the exterior private water main that supplies the building.

- (b) A building or the property located within the building, including temporary or permanent installations and docks, when the building is unheated during the regular heating season.

(10) Glass Breakage

We do not insure glass breakage which occurs while the building is under construction or **vacant**, even if we agreed to maintain this insurance policy in force during the construction or vacancy period.

This exclusion applies from the date construction begins or the date the building becomes **vacant**.

(11) Gradual Damage

We do not insure:

- (a) Wear and tear to property or gradual deterioration of property.
- (b) Loss or damage caused by rust, corrosion, dampness, condensation, extreme of temperature, wet or dry rot, fungi or spores.
- (c) Repeated damage to property.
- (d) Loss or damage resulting from misuse of property.

However, we insure loss or damage caused directly to insured property by an insured peril under this insurance policy and resulting from such gradual damage.

(12) Impact by Water-Borne Objects

We do not insure loss or damage caused directly or indirectly by impact of water-borne objects, including ice.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage.

However, we insure loss or damage caused directly to insured property by a fire or explosion resulting from such an impact.

(13) Intentional Act or Criminal Act

We do not insure loss or damage resulting from any intentional or criminal act or failure to act, by any person insured by this insurance policy or at the direction of any person insured by this insurance policy.

However, this exclusion does not apply to any person insured by this insurance policy, but only to the extent of their proportional interest in the lost or damaged property, who:

- has not committed and was not a party to the intentional or criminal act or failure to act; or
- has not abetted or colluded in the intentional or criminal act or failure to act; or
- has not consented to the intentional or criminal act or failure to act and neither knew nor ought to have known that the intentional or criminal act or failure to act would cause the loss or damage.

(14) Lifting or Relocating of Buildings

We do not insure loss or damage caused directly or indirectly by lifting or relocating the building or **detached private structures**, from the moment the building or structure is removed from its foundation or supports until the moment it is attached to a permanent foundation or to permanent supports.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage.

(15) Loss or Damage Caused by Animals

We do not insure loss or damage caused by vermin, insects, birds, rodents, racoons and bats.

However, we insure loss or damage to:

- insured property caused directly by an insured peril under this insurance policy and resulting from loss or damage caused by such animals;
- building glass.

(16) Loss or Damage Caused by a Pollutant

- (a) We do not insure:

- Loss or damage caused by **pollutants** (including fuel oil) which are discharged, dispersed or released or which escape as part of an industrial or agricultural activity. However, we insure loss or damage caused directly to insured property:
 - when such discharge, dispersal, release or escape results from an insured peril under this insurance policy;
 - by an insured peril under this insurance policy and resulting from such discharge, dispersal, release or escape.

- (b) We do not insure:

- Loss or damage caused by the discharge, dispersal, release or escape of fuel oil from any tank, apparatus or supply line:
 - located on the **premises** or in the **common property**;
 - that you own or that is in your care, custody or control, wherever located.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage.

- Public water mains carrying water or public sewers.
- Loss or damage arising out of continuous or repeated escape or overflow of fuel oil, whether or not you were aware of such escape or overflow.
- Loss or damage arising out of the presence of any tank or equipment that is buried, in whole or in part, underground.
- Loss or damage occurring while the building is under construction or **vacant**, even if we agreed to maintain this insurance policy in force during the construction or vacancy period.

However, we insure loss or damage caused directly to insured property:

- when such discharge, dispersal, release or escape results from a fire or explosion;
- by an insured peril under this insurance policy and resulting from such discharge, dispersal, release or escape;
- by the sudden and accidental escape or overflow of fuel oil from any tank, apparatus or supply line, that is permanently installed on the **premises** or in the **common property**. This peril is not in addition to those covered under the Extension of Coverage – Outdoor Plants.

(17) Marring, Scratching or Breakage

We do not insure:

- (a) Marring or scratching of any property;
- (b) Breakage of any fragile articles, including glassware, statuary, marbles, bric-a-brac, porcelains and earthenware;

except if such loss or damage is caused directly by one of the following insured perils:

- Fire;
- Lightning;
- Fluctuations in artificially generated electric currents;
- Explosion;
- Smoke;
- Impact by objects which strike the exterior of a building;
- Impact with a vehicle, aircraft, satellite or spacecraft;
- Riot;
- Vandalism;
- Water damage;
- Hail;
- Windstorm;
- **Transportation accidents;**
- Theft or attempted theft.

(18) Mysterious Disappearance

We do not insure loss or damage caused by mysterious disappearance of property.

(19) Nuclear Incident

- (a) We do not insure loss or damage caused directly or indirectly by any nuclear accident as defined in any nuclear liability act, law or statute, or by nuclear explosion.

- (b) We do not insure loss or damage caused by contamination by radioactive material.

These exclusions apply whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage.

(20) Property Being Worked On

We do not insure loss or damage to property while the property is being worked on or undergoing any process when such loss or damage results directly from the work or process.

However, we insure loss or damage caused directly to insured property by an insured peril under this insurance policy and resulting from such work.

(21) Reactive Minerals

We do not insure loss or damage caused by pyrite, pyrrhotite or any other reactive mineral, whether in the ground or in a structure.

However, we insure loss or damage caused directly to insured property by an insured peril under this insurance policy and resulting from such minerals' reaction.

(22) Rental of Your Dwelling

We do not insure loss or damage resulting from rental of all or part of your dwelling to others (including the rental of rooms).

However, this exclusion does not apply if the rental is mentioned on the Coverage Summary.

(23) Settling

We do not insure loss or damage caused to property by settling, expansion, contraction, moving, bulging, buckling or cracking, except where such loss or damage results from an insured peril under this insurance policy.

However, we insure loss or damage caused directly to insured property by an insured peril under this insurance policy and resulting therefrom.

We do not insure damage to building glass.

(24) Terrorism

We do not insure loss or damage caused directly or indirectly 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 is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage.

(25) Theft or Attempted Theft

We do not insure loss or damage caused by theft or attempted theft:

- (a) Occurring at any location which you own or rent, other than the dwelling described on the Coverage Summary or the residence of **students** insured by this insurance policy.

However, exclusion (a) above does not apply if the theft or attempted theft occurs while you are temporarily living at the location.

In addition, exclusion (a) above does not apply to property insured under the Extension of Coverage – Property Located Away From the **Premises**.

- (b) Committed by any tenant or member of the tenant's household to property used by them.

- (c) Of any part of a building under construction on the **premises** or in the **common property**.

Materials and supplies for use in the construction and personal property located on or adjacent to the **premises** are also excluded.

Exclusion (c) above applies from the date construction begins and until construction is completed and the building is ready to be occupied.

- (d) Of any part of a building that is under construction not on the **premises** and not in the **common property**.

Materials and supplies for use in the construction and personal property located on or adjacent to the area are also excluded.

Exclusion (d) above applies from the date construction begins and until construction is completed and the building is ready to be occupied.

- (e) Occurring while the building is **vacant**, even if we agreed to maintain this insurance policy in force during the vacancy period.

Exclusion (e) above applies from the date the building becomes **vacant**.

(26) Use of Premises

We do not insure loss or damage that occurs while all or part of the **premises** or **common property**, is used, with your knowledge, for:

- (a) **Business** purposes, other than **telework**, not mentioned on the Coverage Summary.
- (b) Farming purposes (including forestry purposes) for **remuneration** not mentioned on the Coverage Summary.
- (c) Criminal activity.

(27) Vacancy

We do not insure loss or damage that occurs after the building has, with your knowledge, been **vacant** more than 30 consecutive days:

- unless you have notified us of the vacancy; and
- we have agreed to maintain this insurance policy in force during the vacancy period; and
- subject to all other exclusions of this insurance policy regarding vacancy.

(28) Vandalism

We do not insure loss or damage caused by an act of vandalism:

- (a) Committed while the building is under construction or **vacant**, even if we agreed to maintain this insurance policy in force during the construction or vacancy period.

This exclusion (a) applies from the date construction begins or the date the building becomes **vacant**.

- (b) Resulting from the use of all or part of the **premises** for drug operations.

"Drug operations" includes, but is not limited to, cultivating, harvesting, processing, manufacturing, distributing or selling any substance regulated under the *Controlled Drugs and Substances Act*.

(29) War

We do not insure loss or damage caused directly or indirectly by invasion, war or civil war, insurrection, rebellion, revolution, military force or usurped power or by operation of armed forces while engaged in hostilities, whether war is declared or not.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage.

(30) Water Damage

We do not insure:

- (a) Loss or damage caused by water from continuous or repeated escape, overflow or

backing up of water, whether or not you were aware of such escape, overflow or backing up.

(b) Loss or damage caused by water from escape, overflow or backing up of:

- eavestroughs, downspouts or rainwater leaders;
- subsoil drainage pipes (French drains);
- sewer connections;
- sewers;
- septic tanks, drain fields or other wastewater treatment systems;
- ditches;
- sumps, **retention tanks** or **holding ponds**.

Loss or damage caused by water from an overflowing sump, **retention tank** or **holding pond** remains excluded even if the overflow is caused by a discharge pump that stops working due to a power outage caused by windstorm, rain, hail, freezing rain or a combination of these.

(c) Loss or damage caused by water from a rupture due to freezing of **plumbing system** or of a **domestic water container** or **appliance** located inside an unheated building, during the regular heating season, or outside a building.

However, we insure loss or damage caused directly by water from rupture of the water main supplying the building.

(d) Loss or damage caused by ground or surface water, including if it enters or seeps into the building.

However, exclusion (d) above does not apply if the water enters or seeps into the building through an opening which was created suddenly and accidentally by an insured peril under this insurance policy.

(e) Loss or damage caused by rain, snow, melting snow or melting ice entering or seeping in through the roofs or walls of the building, or an opening therein.

However, exclusion (e) above does not apply if the water enters or seeps into the building through an opening which was created suddenly and accidentally by an insured peril under this insurance policy.

(f) Loss or damage caused by water while the building is under construction or **vacant**, even if we agreed to maintain this insurance policy in force during the construction or vacancy period.

Exclusion (f) above applies from the date construction begins or the date the building becomes **vacant**.

(31) Water Table

We do not insure loss or damage caused directly or indirectly by the water table.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage. However, we insure loss or damage caused directly to insured property by a fire or explosion due to the water table.

(32) Weight of Ice, Snow or Sleet

We do not insure loss or damage caused by the weight of ice, snow or sleet.

Basis of Settlement

Subject to the Statutory Conditions and Additional Conditions of this insurance policy, for each **occurrence**, we will pay an amount equal to the insured loss or damage, up to the applicable amount of insurance.

After each **occurrence**, you remain covered for the same amounts of insurance. Any payment for loss or damage will not reduce the amounts of insurance provided by this insurance policy.

If any property is subject to more than one limit, only the lowest limit will apply.

Increase in the Amounts of Insurance (Inflation Related)

In the case of an insured **occurrence**, we will automatically increase the amounts of insurance written for Coverages A, C and D on the Coverage Summary according to the inflation increase since the most recent change to the amount.

Deductible

The deductible is the amount of the insured loss that you must deduct. This amount is written in the Coverage Summary.

The deductible applies before any limit.

However, in the event of loss or damage resulting in a total loss of all property insured, we will waive this deductible when settling the loss under the applicable coverage.

Dwelling and Improvements and Betterments

For loss or damage sustained by property insured under Coverage A – Dwelling and Improvements and Betterments, we will pay based on one of the two following options.

If the conditions of Option 1 – Repair or Replacement Cost are not met, we will pay for the insured loss or damage based on Option 2 – Actual Cash Value.

However, we will pay based on Option 3 – Repair or Replacement Cost for Above Ground or Semi-Inground Swimming Pool, for loss or damage sustained by:

- above ground or semi-inground swimming pools and their equipment;
- patios and decks not attached to the dwelling and giving direct access to the swimming pools.

Option 1 – Repair or Replacement Cost

If the following conditions are met, we will pay the cost, as of the date of the loss or damage, to repair or replace, whichever is lower, the property covered under Coverage A – Dwelling and Improvements and Betterments:

- (a) Repair or replacement must be made on the same location as the damaged building.
- (b) Materials used to repair or rebuild must be of similar quality as the materials in place prior to the loss or damage.
- (c) Repair or replacement must be done within a reasonable time after the loss or damage.

(d) The building occupancy must be the same as prior to the loss or damage.

The amount of insurance paid will not take into account depreciation.

This option does not apply to **detached private structures** that are dilapidated or not usable for their original purpose.

Option 2 – Actual Cash Value

We will pay the actual cash value.

The actual cash value will take into account the cost to repair or replace, whichever is lower, as of the date of the loss or damage, using materials of similar quality as the materials in place prior to the loss or damage, less any depreciation.

In determining depreciation we will consider, among other factors, the condition of the property prior to the loss or damage, its resale value and its life expectancy.

Option 3 – Repair or Replacement Cost for Above Ground or Semi-Inground Swimming Pool

We will pay a percentage of the repair or replacement cost to the damaged property, whether or not you replace, and of labour expenses incurred, according to the following table:

Age of the structure of the swimming pool	Percentage of repair or replacement cost
Less than 4 years old	100%
4 years old	85%
5 years old	70%
6 years old	60%
7 years old	50%
8 years old	40%
9 years old	30%
10 years old or more	20%

With respect to patios and decks not attached to the dwelling and giving direct access to the swimming pool and with respect to equipment for the swimming pool, we will also pay a percentage of the repair or replacement cost as stated above, but based on the age of the damaged property rather than on the age of the structure of the swimming pool.

Personal Property

For loss or damage sustained by personal property insured under Coverage C – Personal Property (Contents), we will pay based on one of the two options below.

If the conditions of Option 1 – Repair or Replacement Cost are not met, we will pay for the insured loss or damage based on Option 2 – Actual Cash Value.

Option 1 – Repair or Replacement Cost

If the following conditions are met, we will pay the cost, as of the date of the loss or damage, to repair or replace, whichever is lower, the personal property covered under Coverage C – Personal Property (Contents):

- (a) Repair or replacement must be made with property of like kind and quality.

(b) Repair or replacement must be made within a reasonable time after the loss or damage.

The amount of insurance paid will not take into account depreciation.

This option does not apply to:

- property that was not usable for its original purpose or had not been maintained in workable condition;
- objects that cannot be replaced with new articles because of their inherent nature, including antiques and **works of art**;
- objects whose age or history contributes to their value, such as memorabilia, souvenirs and collectibles.

Option 2 – Actual Cash Value

We will pay the actual cash value.

The actual cash value will take into account the cost to repair or replace, whichever is lower, as of the date of the loss or damage, using property of like kind and quality, less any depreciation.

In determining depreciation we will consider, among other factors, the condition of the property prior to the loss or damage, its resale value and its life expectancy.

Subrogation

Upon making a payment, we will be subrogated to your rights of recovery against others liable for the loss.

Subrogation applies up to the amount of insurance paid.

However, we agree to waive our right of subrogation, except with respect to criminal or intentional acts or vehicle impact, as to any claim against:

- (a) The directors, property managers, agents and employees of the **condominium corporation**;
- (b) A condominium unit owner and, while living with the condominium unit owner in the same household, his or her **spouse**, the relatives of either and any person under 21 years of age in the care of the condominium unit owner or his or her **spouse**, and against the **condominium corporation**, provided that you have also waived your right of legal action against such person prior to the loss.

This waiver does not apply to independent contractors.

Your right to recover from us is not affected by any release from liability entered into by you prior to loss.

SPECIMEN

Property Damage Coverages

Insuring Agreement

We provide you, as a condominium unit owner, with coverage against various perils as described or listed below, in return for payment of the premium.

Important

This policy contains clauses that may limit the amount payable. A deductible is an example of this type of clause. In addition, this insurance policy contains conditions and exclusions which restrict coverage. Some of them may be amended by endorsement. Please read your insurance policy carefully.

A Guide to Your Insurance Policy

This insurance covers your personal property and any improvements and betterments to your unit and to your common portion for exclusive use. It also insures any additional living expense or fair rental value loss incurred by you if an insured occurrence makes your dwelling unfit for occupancy.

Useful Information

The insurance policy should be read as a whole. Therefore, clauses should be interpreted as they relate to each other and by considering the entire insurance policy.

For a proper understanding of this insurance policy, the Coverage Summary, the endorsements and the General Conditions must be considered in addition to this form.

Obligation to Inform Insurer

Before this insurance policy is in effect and during the term of this policy, you must report to us any and all information that may influence our risk assessment.

Such information must also be reported upon renewal of the insurance policy.

If you are unsure if you must report specific information, we recommend you contact us.

Among other information, the following must be reported:

- Any criminal conviction of an insured;
- Any change in the occupancy or use of your dwelling;
- When you rent your dwelling, in whole or in part (including the rental of rooms);
- Any business or commercial activity on the premises;
- Any major renovation to your dwelling;
- When your dwelling becomes vacant.

Definitions

"You" and "your" as used in the text that follows refer to the **Insured**. "We" and "us" refer to the **Insurer**.

For the purpose of this insurance policy, animals are considered as property.

Words and expressions in **bold** are defined in this section. Note that the endorsements may include their own definitions.

The following definitions apply to the Property Damage Coverages section of this insurance policy:

Additional living expense means any necessary increase in living expenses, including moving expenses, incurred by the **Insured** to maintain his or her regular standard of living.

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

Cash card or plastic money means a card or other medium storing electronic cash and used as a method of payment, which at the time of the purchase transaction does not require any personal identification number (PIN), signature or authorization.

Civil authority means an authority as defined under any act or regulation.

Common portion means the common portions as described in the co-ownership declaration, but not **common portions for exclusive use**.

Common portion for exclusive use means those common portions that are reserved for your exclusive use, as described in the co-ownership declaration.

Communicable disease means any sickness or disease which can be transmitted by any method or means, directly or indirectly, from any organism (which includes a human being), to another organism, including where:

- the cause of the sickness or disease includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; or
- the method or means of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface, object, solid, liquid or gas, or between organisms.

Communicable disease order means any communication, without limitation, by a government or **civil authority**, or agency of a government or **civil authority**, in respect of any **communicable disease**, that recommends, requires or prohibits, access to, or use of, any property or premises, or recommends or requires that a business or premises close or operate at a reduced capacity,

or recommends or requires social distancing, self-isolation, travel restrictions or limitations on social interaction.

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

Cyber risk incident means:

- Any unauthorized access to, or use of, a **computer system**;
- Any introduction of a malicious code, virus, ransomware, or any harmful code, into a **computer system**;
- Any act, error or omission that results, whether in whole or in part, in any:
 - damage to, or alteration or destruction of, a **computer system**;
 - reduction in functionality, availability or operation, of a **computer system**;
 - inability or failure to access, use or operate, a **computer system**;
 - disruption in, prevention of, or restriction in, use of a **computer system**.

Data means any representation of information, facts, concepts or code, in any form, that is used, accessed, processed, recorded, transmitted or stored by a **computer system**, and includes virtual or digital property, such as, but not limited to, cryptocurrency, virtual or digital currency, and non fungible tokens.

Detached private structure means a permanent structure or building on the **premises** or in the **common portions** separated from the dwelling by a clear space or only connected to the dwelling by a fence, utility line or similar connection.

Domestic water container or **appliance** includes, but is not limited to, fish tanks, water beds, heating, air conditioning or fire extinguishing systems, swimming pools, hot tubs, saunas, fountains and other basins.

Drawn machinery means a trailer without a load space that is used to carry only equipment or machinery which is permanently installed upon it.

Fair rental value means the amount of rent you would have received, excluding any expenses that do not continue because of the insured occurrence.

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

Gold or silver item means an object made out of gold, silver or pewter, or plated in gold, silver or pewter, excluding jewellery, watches and bullions.

Insured means the person(s) named as insured on the Coverage Summary, and:

- While living with the Insured in the same household:
 - his or her **spouse**;
 - the relatives of either;
 - any person under 21 years of age in their care; and
 - any person 21 years of age or over under their legal custody.
- A **student** who is dependent on the Insured or his or her **spouse**, provided that the dwelling described on the Coverage Summary serves as the named Insured's primary residence.

Money means paper money, coins and bullions.

Occurrence means an event causing loss or damage; all loss or damage having the same origin will be considered as one occurrence.

Plumbing system means water supply, distribution and drainage piping, including appliances and equipment attached thereto, located within the lot lines of the condominium property.

Pollutant means any solid, liquid, gaseous or thermal irritant or contaminant, including fuel oil, vapour, soot, chemicals, pesticides, herbicides, waste and smoke from agricultural smudging or industrial operations.

Waste also includes materials that are to be recycled, recovered and reused.

Premises means:

- The **unit** described on the Coverage Summary and your **common portion for exclusive use**.
- Premises used as a residence by **students** insured by this insurance policy.

Remuneration means payment, in cash or in kind, made to a person for work done or services rendered.

Residence employee means a person who performs duties for you in connection with the use or maintenance of the **premises** or for your personal services. This does not include persons performing duties in connection with your **business** activities or under an employment contract or service agreement.

Retention tank or holding pond means a tank in which surface, ground or storm water runoff is held temporarily before being released into the drainage system.

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

Spouse means:

- A person who is married to, or has entered into a civil union with, another person and is living with that person.
- A person who has lived in a conjugal relationship outside of marriage and has cohabited for at least one year with another person of the opposite or the same sex who is publicly presented as his or her spouse.
- A person who has lived in a conjugal relationship outside of marriage and is cohabiting with another person of the opposite or the same sex who is publicly presented as his or her spouse, in the following cases:
 - A child has been born or is to be born of their union;
 - They have adopted a child together;
 - One of them has adopted a child of the other.

Student means a person who is enrolled in and actually attends an educational institution on a full-time basis.

Syndicate means the legal entity that represents the condominium unit owners.

Telework means office work carried out on the **premises**, on behalf of an employer, on a casual or full-time basis.

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.

Transportation accident means collision, upset, derailment, crashing, stranding or sinking of a motorized vehicle, a trailer attached to a motorized vehicle, a train, an aircraft or a **watercraft**.

Unit means the private portion that is your exclusive property, as described on the Coverage Summary and in the co-ownership declaration.

Vacant refers to circumstances where, regardless of the presence of furnishings, all occupants have moved out with no intention of returning to reside in the dwelling. A newly constructed dwelling is considered to be vacant after it is completed and before the occupants move in.

Watercraft includes, in addition to the usual definition, and among other things, pedal boats and rafts.

Work of art includes, but is not limited to, paintings, pictures, drawings, etchings, engravings, prints and lithographs, including their frames, sculptures, statuettes and assemblages, and hand-made rugs and tapestries, excluding jewellery and watches.

Property Damage Coverages

We insure only **occurrences** that occur while this insurance policy is in force.

Amounts of Insurance

The amount of insurance for each of Coverages A, C and D is written on the Coverage Summary.

Upon renewal of the insurance policy, we will automatically increase the amounts of insurance written on the Coverage Summary for Coverages A, C and D according to inflation.

Coverage A – Dwelling and Improvements and Betterments

We insure:

(1) Improvements and betterments to your unit and your **common portions for exclusive use**.

(2) If they are considered to be improvements and betterments according to the description of a standard **unit** established by your **syndicate** in compliance with the law, we also cover:

(a) Temporary or permanent outdoor installations, whether assembled or not, located on the **premises** or in the **common portions**.

Such installations include **detached private structures** and car shelters.

(b) Building fixtures and fittings, removed from the **premises** and **common portions** for repair or seasonal storage.

(c) Docks located on dry land on the **premises** or in the **common portions**.

In addition, we insure docks when located:

- along the shore of the condominium property;
- on dry land on a site adjacent to the condominium property.

(d) Hot tubs and swimming pools, installed or not, and their equipment, wherever located and:

- patios and decks not attached to the building and giving direct access to hot tubs or swimming pools;
- sidewalks which surround the inground swimming pools and are essential to their installation.

(3) Materials and supplies intended for use in construction, alteration or repair of improvements and betterments to your **unit** or **common portions for exclusive use** and that are:

- on the **premises**;
- in the **common portions**;
- on areas adjacent to the condominium property;
- being transported.

Limitation for Wind Turbines

We will pay a maximum amount of \$5,000 for loss or damage caused by an insured peril under this insurance policy to wind turbines, whether assembled or not, including their equipment and accessories.

However, we do not insure loss or damage caused to wind turbines by one of the following perils:

- Collapse;
- Hail;
- Weight of ice, snow or sleet;
- Windstorm.

Coverage C – Personal Property (Contents)

Subject to the maximum amount payable for the property described in the Special Limits section of the Coverage Summary and as defined, where applicable, in the Definitions section of this insurance policy, we insure:

(1) Property Located on the Premises

When the following are located on the **premises** or in the **common portions**:

(a) Personal property, including personal property owned by a **student** insured by this insurance policy, that is usual to a dwelling and that you own or use.

However, we insure only the following motorized vehicles:

- lawn mower snow blowers and garden-type tractors, with a maximum power output of 37 kW (50 HP);
- **Watercraft**;

• Wheelchairs, three-wheeled scooters and four-wheeled scooters, specifically designed for carrying a person who has a physical disability;

• Remote-controlled golf caddies;

• The following electric vehicles, provided the vehicle is not subject to mandatory registration:

- Bicycles;
- Kick-scooters;
- Other similar personal transporters;

• Vehicles designed for and used by children, provided the vehicle is not subject to mandatory registration;

- Golf carts.

(b) Trailers designed solely to transport a **watercraft** and used as such, and **drawn machinery**.

(c) If you wish, and provided that it is not covered by any other insurance and that it is usual to a dwelling:

• **Watercraft**;

• Wheelchairs, three-wheeled scooters and four-wheeled scooters, specifically designed for carrying a person who has a physical disability;

• Remote-controlled golf caddies;

• The following electric vehicles, provided the vehicle is not subject to mandatory registration:

- Bicycles;

- Kick-scooters;

- Other similar personal transporters;

• Vehicles designed for and used by children, provided the vehicle is not subject to mandatory registration;

- Golf carts.

(b) Trailers designed solely to transport a **watercraft** and used as such, and **drawn machinery**.

(c) If you wish, and provided that it is not covered by any other insurance and that it is usual to a dwelling:

Personal property belonging to others and in your possession;

• Personal property belonging to your **reside employees** travelling for you.

Coverage D – Additional Living Expense and Fair Rental Value

The amount of insurance written on the Coverage Summary for Coverage D is the maximum that we will pay per **occurrence** for all of coverages (1) and (2) below.

(1) Additional Living Expense

We insure the **additional living expense** that you have to incur:

(a) When your dwelling is made unfit for occupancy as a result of loss or damage caused to your insured property by an insured **occurrence** under this insurance policy.

Payment will be made solely for the reasonable time required to repair or rebuild the dwelling or, if you permanently relocate, the reasonable time required for you to permanently settle into a new dwelling.

(b) When a **civil authority** prohibits access to the **premises** or orders the **premises** to be evacuated as a direct result of an event occurring off the **premises** and caused by an insured peril under this insurance policy.

Payment will be made, per event, for the maximum benefit period which is written on the Coverage Summary. This period will not be interrupted by the expiration of your insurance policy.

The common exclusion Loss or Damage Caused by a **Pollutant** does not apply to the coverage outlined in this paragraph (b).

(2) Loss of Fair Rental Value

We insure the loss of **fair rental value** you incur:

(a) When all or part of your dwelling or your **detached private structures** rented to others or held for rental by you is made unfit for occupancy as a result of loss or damage

caused to your insured property by an insured **occurrence** under this insurance policy.

Payment will be made solely for the reasonable time required to repair or rebuild the damaged building.

(b) When a **civil authority** prohibits access to the **premises** or orders the **premises** to be evacuated as a direct result of an event occurring off the **premises** and caused by an insured peril under this insurance policy.

Payment will be made, per event, for the maximum benefit period which is written on the Coverage Summary. This period will not be interrupted by the expiration of your insurance policy.

The common exclusion Loss or Damage Caused by a **Pollutant** does not apply to the coverage outlined in this paragraph (b).

We do not insure the loss of fair rental value resulting from the termination of leases or agreements.

Extensions of Coverage

The extensions of coverage outlined below apply subject to the following conditions:

(a) Unless specified otherwise, the amounts payable under these extensions of coverage are included in the amounts of insurance written on the Coverage Summary for Coverages A, C and D.

(b) All limitations and exclusions of this insurance policy apply to these extensions of coverage.

(1) Animals

We insure loss or damage caused directly to animals by one of the following insured perils:

- Fire;
- Lightning;
- Fluctuations in artificially generated electric currents;
- Explosion;
- Smoke;
- Impact by objects which strike the exterior of the building or its **detached private structures**;
- Riot;
- Vandalism;
- Water damage;
- Hail;
- Windstorm;
- **Transportation accidents.**

We will pay a maximum amount of \$3,000 for all animals.

(2) Business Property

We cover insured property pertaining to a **business**, when they are located on the **premises** or temporarily away from the **premises**.

This coverage applies subject to the following conditions:

(a) The property is not covered by any other insurance policy.

(b) The property is insured solely against the perils covered by this insurance policy.

The amount written on the Coverage Summary for this coverage represents the maximum we will pay.

(3) Change of Temperature

We insure loss or damage caused directly by a change of temperature to the insured personal property located within your dwelling.

This coverage applies only if the change of temperature results from damage caused to the dwelling or its equipment by an insured peril under this insurance policy.

(4) Credit or Debit Cards and Forgery

(a) We insure the financial loss you incur as a result of the unauthorized use of a credit or debit card issued in your name.

(b) We insure the financial loss you incur as a result of unauthorized electronic transactions conducted in your name.

The coverage outlined in (a) and (b) applies subject to the following conditions:

• The unauthorized use or transactions were not made by a **Insured**; and

• The cardholder complied with the terms and conditions or the purpose of issue you were imposed by the card issuer when issued the card.

(c) We insure the financial loss you incur as a result of the forgery or counterfeiting of cheques, drafts or other negotiable instruments.

(d) We insure the financial loss you incur as a result of your acceptance in good faith of counterfeit paper currency.

For coverages (a), (b), (c) and (d) combined, we will pay a maximum amount of \$5,000.

(5) Debris Removal

When property covered by this insurance policy is damaged by an insured peril under this insurance policy, we will pay the necessary expenses incurred to:

(a) Remove from the **premises** and **common portions** the debris of such property.

However, when the damaged property consists of trees, shrubs, plants or lawns, the amount payable for these expenses shall not exceed the limits set out in the Extension of Coverage – Outdoor Plants.

(b) Remove from the **premises** and **common portions** the debris cluttering such property so that the property can be repaired or demolished.

(c) Clear access on the **premises** to such property so that the property can be repaired or demolished. However, we will not pay expenses to remove from the **premises** objects obstructing access.

We will pay up to an additional 5% of the applicable coverage's amount of insurance if this amount is not sufficient to cover the debris removal expenses following payment of damage.

(6) Fire Department Charges

We will reimburse you for the charges that are levied against you when a fire department of a

municipality, other than the one where the building is located, has responded to the **premises** or in the **common portions** owing to an insured **occurrence** under this insurance policy.

We will pay a maximum amount of \$10,000.

This amount is payable in addition to the amounts of insurance written on the Coverage Summary for Coverages A, C and D.

(7) Food in a Freezer or Refrigerator

We insure loss or damage caused directly to food located within a freezer or refrigerator which is located inside a building on the **premises** and has stopped working because of a mechanical breakdown or power interruption.

We will also pay the reasonable expenses incurred by you to preserve the food while the appliances are being repaired or until power is restored.

This coverage does not apply when the power interruption is caused by manually disrupting a circuit breaker or fuse on the **premises** or by manually disconnecting the power supply of a appliance.

(8) Funeral Monuments and Urns

We insure loss or damage caused directly to urns, and to funeral monuments located on premises where the person named as **Insured** on the Coverage Summary or his or her **spouse** owns an individual or family cemetery plot.

We will pay a maximum amount of \$10,000.

(9) Lawyer, Notary, Surveyor or Architect Fees

We will pay for lawyer, notary, surveyor or architect fees necessarily incurred when the damaged building must be completely rebuilt following an insured **occurrence** under this insurance policy.

We will pay a maximum amount of \$2,000.

This amount is payable in addition to the amounts of insurance written on the Coverage Summary for Coverages A, C and D.

(10) Lock Replacement, Rekeying or Repair

We will pay for the replacement, rekeying or repair, whichever is the least expensive, of locks of your **unit** if your keys are lost or stolen.

This coverage also applies to locks on the **detached private structures** owned or rented by you and located on the **premises** or in the **common portions**.

This coverage also applies to the locks on your automobile, if it is insured with us and the keys are lost or stolen at the same time as the keys to your **unit**.

We will pay a maximum amount of \$2,000.

The deductible does not apply to this coverage.

(11) Loss Assessment

We will pay any loss assessment imposed on you in accordance with the law for the contribution to common expenses arising from loss or damage caused by a peril insured under this insurance policy to property in which the **syndicate** has an insurable interest.

This coverage applies only:

- (a) If the **syndicate** has inadequate insurance. In this case, we will cover 100% of this loss assessment, less the amount of the **syndicate's** deductible; or
- (b) If the **syndicate** has no insurance. In this case, we will cover 90% of this loss assessment.

The amount written on the Coverage Summary for Loss Assessment Coverage represents the maximum we will pay for this coverage, in addition to the amounts paid for Coverages A, C and D.

This coverage does not apply to any loss assessment resulting from the application of a deductible.

For the purpose of this coverage:

- (a) The **syndicate** has inadequate insurance, including but not limited to, when:

- The amount of damage is higher than the amount of insurance of the **syndicate's** insurance policy; or
- The co-insurance clause in the **syndicate's** insurance policy reduces the amount paid by the **syndicate's** insurance.

- (b) The **syndicate** has no insurance, including but not limited to, when:

- The **syndicate** has no insurance policy; or
- The insured property was damaged by a peril that is not insured by the **syndicate's** insurance policy; or
- An exclusion contained in the **syndicate's** insurance policy applies to the loss or damage; or
- The damaged property is not insured by the **syndicate's** insurance policy; or
- The damaged property is excluded from the **syndicate's** insurance policy.

(12) Loss of Computer Data

We insure loss of computer **data** caused directly by an insured peril under this insurance policy.

This coverage applies solely to computer **data** for which a licence or fees have been paid, including music files and digital books, but does not apply to computer **data** pertaining to a **business**.

In addition, we do not insure any loss or damage to virtual or digital property, such as, but not limited to, cryptocurrency, virtual or digital currency, and non fungible tokens.

We will pay a maximum amount of \$3,000.

(13) Moving and Storage Expenses

We will pay the necessary expenses incurred to move and store your contents, only if they must be removed so that repairs can be made to the building damaged by an insured **occurrence** under this insurance policy.

However, the amount payable shall not be greater than 50% of the amount of insurance written on the Coverage Summary for Coverage C – Personal Property (Contents).

This amount is payable in addition to the amount of insurance written on the Coverage

Summary for Coverage C – Personal Property (Contents).

(14) Outdoor Plants

We insure loss or damage caused directly to trees, shrubs, plants and lawns owned by you and located outdoors, on the **premises** or in the **common portions**, by one of the following insured perils:

- Fire;
- Lightning;
- Explosion;
- Impact with a vehicle, aircraft, satellite or spacecraft;
- Riot;
- Vandalism;
- Theft or attempted theft.

We will pay a maximum amount of \$500 per tree, shrub or plant. This amount includes expenses to remove from the **premises** and **common portions** debris from the damaged plants.

However, the amount payable for all trees, shrubs, plants and lawns shall not be greater than 5% of the amount of insurance written on the Coverage Summary for Coverage A – Dwelling and Improvements and Betterments.

(15) Property Located Away From the Premises

We cover the insured personal property located anywhere in Canada, other than at the residence described on the Coverage Summary or at the residence of a **student** insured by this insurance policy.

This coverage applies when the damage is excluded solely due to application of:

- (a) Paragraph (10) of the Property Excluded section (which relates to property usually located elsewhere than the dwelling described on the Coverage Summary); or
- (b) Paragraph (a) of the Theft or Attempted Theft exclusion under the Common Exclusions section (which relates to theft occurring at any location you own or rent).

The amount written on the Coverage Summary for this coverage represents the maximum we will pay.

(16) Property of a Relative Under the Legal Custody of the Insured

We cover the personal property of relatives in an extended care facility or a senior citizens' residence who are under the legal custody of the person named as **Insured** on the Coverage Summary or of his or her **spouse**.

For the purpose of this coverage, "relatives" means the named **Insured's spouse**, and the father, mother, children, brothers and sisters of the named **Insured** or of his or her **spouse**.

This coverage applies subject to the following conditions:

- (a) The property is not covered by any other insurance policy.
- (b) The property is insured solely against the perils covered by this insurance policy.

The amount written on the Coverage Summary for this coverage represents the maximum we will pay.

(17) Property Removed From the Premises as a Precaution

Following an insured **occurrence** under this insurance policy, we cover the insured personal property removed from the **premises** and **common portions** as a precaution to protect it from further loss or damage.

This coverage applies subject to the following conditions:

- (a) The property is insured solely against the perils covered by this insurance policy.
- (b) The coverage period is 90 consecutive days, but not beyond the expiry date of this insurance policy.

(18) Property When Moving to Another Residence

We cover the insured personal property located in Canada while you are moving to a new residence up to the amount of insurance written on the Coverage Summary for Coverage C – Personal Property (Contents).

This coverage applies subject to the following conditions:

- (a) The property is not covered by any other insurance policy.
- (b) The property is insured solely against the perils covered by this insurance policy.
- (c) The coverage period is for 30 consecutive days:
 - It commences when the first item of personal property leaves your residence.
 - It ends upon expiration of the 30 consecutive days or upon termination of this insurance policy, whichever occurs first.
- (d) During the coverage period, the personal property is insured:
 - when located at the residence that you are leaving;
 - while in transit between the two residences;
 - when located at your newly acquired residence.

(19) Tear Out and Repair

We will pay the cost of tearing out and repairing improvements and betterments to your **unit** and to your **common portion for exclusive use**, located on the **premises**, as needed to allow repairs to be made to the part of:

- the **plumbing system**;
- the **domestic water containers** or **appliances**;
- their **equipment**;

which caused the insured water damage under this insurance policy.

In addition, we will pay the cost of tearing out and repairing any improvements and betterments to your **unit** and to your **common portion for exclusive use**, located on the **premises**, as needed to allow repairs to be

made to the installations which caused the loss or damage to pools or hot tubs, provided this loss or damage is covered by this insurance policy.

We do not insure:

- (a) The cost of tearing out and repairing that is needed to allow repairs to be made to ditches, drain fields or other wastewater treatment systems, public water mains or public sewers.
- (b) Any increase in the cost of repairing, replacing or reconstructing undamaged property resulting from changes in the height, size or style of the swimming pool or hot tub.

If the improvements or betterments to your **unit** and to your **common portion for exclusive use** are trees, shrubs, plants or lawns located outdoors on the **premises**, and that these improvements or betterments are damaged during tear out or repair, the amount payable for these expenses shall not exceed the limits set out in the Extension of Coverage – Outdoors or Plants.

Insured Perils

You are insured against all risks of direct physical loss or damage to insured property.

However, all limitations and exclusions contained in this insurance policy apply.

Property Excluded

We do not insure:

- (1) Animals, except as insured under the Extension of Coverage – Animals.
- (2) Exterior trees, shrubs, plants and lawns, except as insured under the Extension of Coverage – Outdoor Plants.
- (3) Sporting items and equipment (including, but not limited to, bicycles) where loss or damage is due to their use.

However, we insure sporting items and equipment (including, but not limited to, bicycles) where loss or damage is caused directly by impact with a vehicle or aircraft.

We also insure bicycles, kick-scooters and other similar personal transporters, insured under Coverage C – Personal Property (Contents), where loss or damage is caused directly by collision with a pedestrian.

- (4) Any property lawfully seized or confiscated.
- (5) Any property illegally acquired or kept, including property brought into Canada in contravention of the *Customs Act*.
- (6) Property, or a part thereof, that caused the **occurrence**, including but not limited to cases where the damage results from the breakdown, inherent vice or nature of the property.
- (7) Property of roommates, roomers or boarders who are not related to you.
- (8) Property related to a **business**, except as insured under the Extension of Coverage – **Business** Property.

- (9) Property at any fairground, exhibition or exposition for the purpose of its exhibition or sale.
- (10) Property normally kept at any location other than the dwelling described on the Coverage Summary, except as insured under the Extensions of Coverage – Property Located Away From the **Premises** and Funeral Monuments and Urns.
- (11) Do-it-yourself kits to build an aircraft or motorized vehicle, other than those insured under Coverage C – Personal Property (Contents).
- (12) Docks other than those insured under Coverage A – Dwelling and Improvements and Betterments.
- (13) (a) Motorized vehicles, other than those insured under paragraphs (1)(a) and (2)(a) of Coverage C – Personal Property (Contents).
- (b) Parts, furnishings, equipment and accessories designed exclusively for motorized vehicles, other than those insured under Coverage C – Personal Property (Contents), that are owned or that are in your care, custody or control.
- (c) Trailers, other than those insured under Coverage C – Personal Property (Contents).
- (d) Aircraft and related parts, furnishings, equipment and accessories, including scale models and drones, except for unmodified toys intended for children under 14 years of age.

Common Exclusions

The following exclusions apply to Coverages A, C and D, as well as to the Extensions of Coverage. They apply in addition to all other exclusions contained in this insurance policy.

(1) By-Laws

We do not insure losses or expenses arising directly or indirectly from the enforcement of any by-law, regulation, ordinance or law that regulates zoning or the demolition, repair, replacement or rebuilding of buildings or structures and that makes it impossible to repair or return the insured property to its condition as it was prior to the loss.

(2) Communicable Diseases

We do not insure any loss or damage caused directly or indirectly, in whole or in part, by any **communicable disease**, including a **communicable disease order**.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage.

(3) Cyber Risk and Data

(a) We do not insure loss or damage caused directly or indirectly by a **cyber risk incident**.

However, this exclusion does not apply to physical damage to insured property caused directly by one of the following perils, provided that this peril is covered by this insurance policy:

- Fire;

- Lightning;
- Explosion;
- Falling objects;
- Impact with a vehicle or aircraft;
- Hail;
- Windstorm;
- Freezing;
- Direct physical theft or direct physical vandalism of property, by unlawful or unauthorized physical entry or access to the **premises**;
- Earthquake;
- Flood, including seepage from ground or surface water;
- Water damage, except for loss or damage caused by water from escape, overflow or backing up of sewer connections, sewers, septic tanks, drain fields or other wastewater treatment systems, ditches, sumps, **retention tanks** or **holding ponds**;
- Weight of ice, snow or sleet.

(b) We do not insure loss or damage caused directly or indirectly by any:

- loss of or damage to **data**;
- loss of, or restraint in, use of **data**;
- reduction in functionality or availability of **data**;
- replacement, restoration, reproduction, erasure, destruction, corruption, misappropriation, misuse, misinterpretation or usurpation of **data**;
- error in creating, modifying, amending, entering, deleting or using **data**;
- inability to access, receive, transmit or process **data**.

(c) We do not insure loss or damage caused directly or indirectly to **data**, except as insured under the Extension of Coverage – Loss of Computer **Data**, if this coverage is included in this insurance policy.

However, we do not insure any loss or damage to virtual or digital property, such as, but not limited to, cryptocurrency, virtual or digital currency, and non fungible tokens.

These exclusions (b) and (c) apply whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage.

(4) Defects

(a) We do not insure loss or damage caused by mechanical, electrical or electronic breakdown or malfunction, or by defects, unless such loss or damage results directly from a fluctuation in artificially generated electric currents or lightning.

(b) We do not insure the cost to repair or replace defective or malfunctioning property or property that breaks down.

However, we insure loss or damage caused directly to insured property by an insured peril under this insurance policy and resulting from such defect, malfunction or breakdown.

(5) Earthquake, Erosion and Other Geological Phenomena

We do not insure loss or damage caused directly or indirectly by earthquake, volcanic eruption, avalanche, landslide, subsidence, tidal wave, tsunami, seiche or soil erosion.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage.

(6) Other Ground Movement

We do not insure loss or damage caused by compaction, expansion, settling or any other ground movement attributable to:

- the drying out, irrigation or drainage of the ground;
- cold, heat, freezing or thawing;
- the weight of a building, backfill or any other installation.

However, we insure loss or damage caused directly to insured property by an insured peril under this insurance policy and resulting from such ground movement.

(7) Faulty Material or Workmanship

We do not insure the cost of replacing faulty material or workmanship.

However, we insure loss or damage caused directly to insured property by an insured peril under this insurance policy and resulting from such faulty material or workmanship.

(8) Flood

We do not insure loss or damage caused directly or indirectly by flood.

"Flood" includes waves, tides, tidal waves, tsunamis, seiches, dam breaks and the rising or overflow of any stream of water or body of water, whether natural or man-made.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage.

However, we insure loss or damage caused directly to insured property by a fire or explosion resulting from flood.

(9) Freezing

We do not insure loss or damage caused by freezing to:

- (a) Property located outside a building, including temporary or permanent installations and docks.

However, we insure loss or damage caused directly by freezing to the exterior private water main that supplies the building.

- (b) A building or the property located within the building, including temporary or permanent installations and docks, when the building is unheated during the regular heating season.

(10) Glass Breakage

We do not insure glass breakage which occurs while the building is under construction or **vacant**, even if we agreed to maintain this insurance policy in force during the construction or vacancy period.

This exclusion applies from the date construction begins or the date the building becomes **vacant**.

(11) Gradual Damage

We do not insure:

- (a) Wear and tear to property or gradual deterioration of property.
- (b) Loss or damage caused by rust, corrosion, dampness, condensation, extremes of temperature, wet or dry rot, **fungi** or **spores**.
- (c) Repeated damage to property.
- (d) Loss or damage resulting from misuse of property.

However, we insure loss or damage caused directly to insured property by an insured peril under this insurance policy and resulting from such gradual damage.

(12) Impact by Water-Borne Objects

We do not insure loss or damage caused directly or indirectly by impact of water-borne objects, including ice.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage.

However, we insure loss or damage caused directly to insured property by a fire or explosion resulting from such an impact.

(13) Intentional Act or Criminal Act

We do not insure loss or damage resulting from any intentional or criminal act or failure to act, by any person insured by this insurance policy or at the direction of any person insured by this insurance policy.

However, this exclusion does not apply to any person insured by this insurance policy, but only to the extent of their proportional interest in the lost or damaged property, who:

- has not committed and was not a party to the intentional or criminal act or failure to act; or
- has not abetted or colluded in the intentional or criminal act or failure to act; or
- has not consented to the intentional or criminal act or failure to act and neither knew nor ought to have known that the intentional or criminal act or failure to act would cause the loss or damage.

(14) Lifting or Relocating of Buildings

We do not insure loss or damage caused directly or indirectly by lifting or relocating the building or **detached private structures**, from the moment the building or structure is removed from its foundation or supports until the moment it is attached to a permanent foundation or to permanent supports.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage.

(15) Loss or Damage Caused by Animals

We do not insure loss or damage caused by vermin, insects, birds, rodents, raccoons and bats.

However, we insure loss or damage to:

- insured property caused directly by an insured peril under this insurance policy and resulting from loss or damage caused by such animals;
- building glass.

(16) Loss or Damage Caused by a Pollutant

(a) We do not insure:

- Loss or damage caused by **pollutants** (including fuel oil) which are discharged, dispersed or released or which escape as part of an industrial or agricultural activity.

However, we insure loss or damage caused directly to insured property:

- when such discharge, dispersal, release or escape results from an insured peril under this insurance policy;
- by an insured peril under this insurance policy and resulting from such discharge, dispersal, release or escape.

We do not insure:

Loss or damage caused by the discharge, dispersal, release or escape of fuel oil from any tank, apparatus or supply line:

- located on the **premises** or in the **common portions**;
- that you own or that is in your care, custody or control, wherever located.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage.

- Public water mains carrying water or public sewers.
- Loss or damage arising out of continuous or repeated escape or overflow of fuel oil, whether or not you were aware of such escape or overflow.
- Loss or damage arising out of the presence of any tank or equipment that is buried, in whole or in part, underground.
- Loss or damage occurring while the building is under construction or **vacant**, even if we agreed to maintain this insurance policy in force during the construction or vacancy period.

However, we insure loss or damage caused directly to insured property:

- when such discharge, dispersal, release or escape results from a fire or explosion;
- by an insured peril under this insurance policy and resulting from such discharge, dispersal, release or escape;
- by the sudden and accidental escape or overflow of fuel oil from any tank, apparatus or supply line, that is permanently installed on the **premises** or in the **common portions**. This peril is not in addition to those covered under the Extension of Coverage – Outdoor Plants.

(17) Marring, Scratching or BreakageWe do not insure:

- (a) Marring or scratching of any property;
 - (b) Breakage of any fragile articles, including glassware, statuary, marbles, bric-a-brac, porcelains and earthenware;
- except if such loss or damage is caused directly by one of the following insured perils:
- Fire;
 - Lightning;
 - Fluctuations in artificially generated electric currents;
 - Explosion;
 - Smoke;
 - Impact by objects which strike the exterior of a building;
 - Impact with a vehicle, aircraft, satellite or spacecraft;
 - Riot;
 - Vandalism;
 - Water damage;
 - Hail;
 - Windstorm;
 - **Transportation accidents:**
 - Theft or attempted theft.

(18) Mysterious DisappearanceWe do not insure loss or damage caused by mysterious disappearance of property.**(19) Nuclear Incident**(a) We do not insure loss or damage caused directly or indirectly by any nuclear accident as defined in any nuclear liability act, law or statute, or by nuclear explosion.(b) We do not insure loss or damage caused by contamination by radioactive material.

These exclusions apply whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage.

(20) Property Being Worked OnWe do not insure loss or damage to property while the property is being worked on or undergoing any process when such loss or damage results directly from the work or process.

However, we insure loss or damage caused directly to insured property by an insured peril under this insurance policy and resulting from such work.

(21) Reactive MineralsWe do not insure loss or damage caused by pyrite, pyrrhotite or any other reactive mineral, whether in the ground or in a structure.

However, we insure loss or damage caused directly to insured property by an insured peril under this insurance policy and resulting from such minerals' reaction.

(22) Rental of Your DwellingWe do not insure loss or damage resulting from rental of all or part of your dwelling to others (including the rental of rooms).

However, this exclusion does not apply if the rental is mentioned on the Coverage Summary.

(23) Settling

We do not insure loss or damage caused to property by settling, expansion, contraction, moving, bulging, buckling or cracking, except where such loss or damage results from an insured peril under this insurance policy.

However, we insure loss or damage caused directly to insured property by an insured peril under this insurance policy and resulting therefrom.

We also insure damage to building glass.

(24) Terrorism

We do not insure loss or damage caused directly or indirectly 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 is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage.

(25) Theft or Attempted Theft

We do not insure loss or damage caused by theft or attempted theft:

(a) Occurring at any location which you own or rent, other than the dwelling described on the Coverage Summary or the residence of **students** insured by this insurance policy.

However, exclusion (a) above does not apply if the theft or attempted theft occurs while you are temporarily living at the location.

In addition, exclusion (a) above does not apply to property insured under the Extension of Coverage – Property Located Away From the **Premises**.

(b) Committed by any tenant or member of the tenant's household to property used by them.

(c) Of any part of a building under construction on the **premises** or in the **common portions**.

Materials and supplies for use in the construction and personal property located on or adjacent to the **premises** are also excluded.

Exclusion (c) above applies from the date construction begins and until construction is completed and the building is ready to be occupied.

(d) Of any part of a building that is under construction not on the **premises** and not in the **common portions**.

Materials and supplies for use in the construction and personal property located on or adjacent to the area are also excluded.

Exclusion (d) above applies from the date construction begins and until construction is completed and the building is ready to be occupied.

(e) Occurring while the building is **vacant**, even if we agreed to maintain this insurance policy in force during the vacancy period.

Exclusion (e) above applies from the date the building becomes **vacant**.

(26) Use of Premises

We do not insure loss or damage that occurs while all or part of the **premises** or **common portions**, is used, with your knowledge, for:

(a) **Business** purposes, other than **telework**, not mentioned on the Coverage Summary.

(b) Farming purposes (including forestry purposes) for **remuneration** not mentioned on the Coverage Summary.

(c) Criminal activity.

(27) Vacancy

We do not insure loss or damage that occurs after the building has, with your knowledge, been **vacant** for more than 30 consecutive days:

• unless you have notified us of the vacancy; and

we have agreed to maintain this insurance policy in force during the vacancy period; and subject to all other exclusions of this insurance policy regarding vacancy.

(28) Vandalism

We do not insure loss or damage caused by an act of vandalism:

(a) Committed while the building is under construction or **vacant**, even if we agreed to maintain this insurance policy in force during the construction or vacancy period.

This exclusion (a) applies from the date construction begins or the date the building becomes **vacant**.

(b) Resulting from the use of all or part of the **premises** for drug operations.

"Drug operations" includes, but is not limited to, cultivating, harvesting, processing, manufacturing, distributing or selling any substance regulated under the *Controlled Drugs and Substances Act*.

(29) War

We do not insure loss or damage caused directly or indirectly by invasion, war or civil war, insurrection, rebellion, revolution, military force or usurped power or by operation of armed forces while engaged in hostilities, whether war is declared or not.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage.

(30) Water Damage

We do not insure:

(a) Loss or damage caused by water from continuous or repeated escape, overflow or backing up of water, whether or not you were aware of such escape, overflow or backing up.

- (b) Loss or damage caused by water from escape, overflow or backing up of:
- eavestroughs, downspouts or rainwater leaders;
 - subsoil drainage pipes (French drains);
 - sewer connections;
 - sewers;
 - septic tanks, drain fields or other wastewater treatment systems;
 - ditches;
 - sumps, **retention tanks** or **holding ponds**.

Loss or damage caused by water from an overflowing sump, **retention tank** or **holding pond** remains excluded even if the overflow is caused by a discharge pump that stops working due to a power outage caused by windstorm, rain, hail, freezing rain or a combination of these.

- (c) Loss or damage caused by water from a rupture due to freezing of a **plumbing system** or of a **domestic water container** or **appliance** located inside an attached building, during the regular heating season, or outside a building.

However, we insure loss or damage caused directly by water from rupture of the water main supplying the building.

- (d) Loss or damage caused by ground or surface water, including if it enters or seeps into the building.

However, exclusion (d) above does not apply if the water enters or seeps into the building through an opening which was created suddenly and accidentally by an insured peril under this insurance policy.

- (e) Loss or damage caused by rain, snow, melting snow or melting ice entering or seeping in through the roofs or walls of the building, or an opening therein.

However, exclusion (e) above does not apply if the water enters or seeps into the building through an opening which was created suddenly and accidentally by an insured peril under this insurance policy.

- (f) Loss or damage caused by water while the building is under construction or **vacant**, even if we agreed to maintain this insurance policy in force during the construction or vacancy period.

Exclusion (f) above applies from the date construction begins or the date the building becomes **vacant**.

(31) Water Table

We do not insure loss or damage caused directly or indirectly by the water table.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage.

However, we insure loss or damage caused directly to insured property by a fire or explosion due to the water table.

(32) Weight of Ice, Snow or Sleet

We do not insure loss or damage caused by the weight of ice, snow or sleet.

Basis of Settlement

Subject to the General Conditions of this insurance policy, for each **occurrence**, we will pay an amount equal to the insured loss or damage, up to the applicable amount of insurance.

After each **occurrence**, you remain covered for the same amounts of insurance. Any payment for loss or damage will not reduce the amounts of insurance provided by this insurance policy.

If any property is subject to more than one limit, only the lowest limit will apply.

Increase in the Amounts of Insurance (Inflation Related)

In the case of an insured **occurrence**, we will automatically increase the amounts of insurance written for Coverages A, C and D on the Coverage Summary according to the inflation increase since the most recent change to these amounts.

Deductible

The deductible is the amount of the insured loss that you must assume. This amount is written on the Coverage Summary.

The deductible applies before any limit.

However, in the event of loss or damage resulting in a total loss of all property insured, we will waive this deductible when settling the loss under the applicable coverage.

Dwelling and Improvements and Betterments

For loss or damage sustained by property insured under Coverage A – Dwelling and Improvements and Betterments, we will pay based on one of the two following options.

If the conditions of Option 1 – Repair or Replacement Cost are not met, we will pay for the insured loss or damage based on Option 2 – Actual Cash Value.

However, we will pay based on Option 3 – Repair or Replacement Cost for Above Ground or Semi-Inground Swimming Pool, for loss or damage sustained by:

- above ground or semi-inground swimming pools and their equipment;
- patios and decks not attached to the dwelling and giving direct access to the swimming pools.

Option 1 – Repair or Replacement Cost

If the following conditions are met, we will pay the cost, as of the date of the loss or damage, to repair or replace, whichever is lower, the property covered under Coverage A – Dwelling and Improvements and Betterments:

- (a) Repair or replacement must be made on the same location as the damaged building.
- (b) Materials used to repair or rebuild must be of similar quality as the materials in place prior to the loss or damage.
- (c) Repair or replacement must be done within a reasonable time after the loss or damage.
- (d) The building occupancy must be the same as prior to the loss or damage.

The amount of insurance paid will not take into account depreciation.

This option does not apply to **detached private structures** that are dilapidated or not usable for their original purpose.

Option 2 – Actual Cash Value

We will pay the actual cash value.

The actual cash value will take into account the cost to repair or replace, whichever is lower, as of the date of the loss or damage, using materials of similar quality as the materials in place prior to the loss or damage, less any depreciation.

In determining depreciation we will consider, among other factors, the condition of the property prior to the loss or damage, its resale value and its life expectancy.

Option 3 – Repair or Replacement Cost for Above Ground or Semi-Inground Swimming Pool

We will pay a percentage of the repair or replacement cost of the damaged property, whether or not you replace it, and of labour expenses incurred according to the following table:

Age of the structure of the swimming pool	Percentage of repair or replacement cost
Less than 4 years old	100%
4 years old	85%
5 years old	70%
6 years old	60%
7 years old	50%
8 years old	40%
9 years old	30%
10 years old or more	20%

With respect to patios and decks not attached to the dwelling and giving direct access to the swimming pool and with respect to equipment for the swimming pool, we will also pay a percentage of the repair or replacement cost as stated above, but based on the age of the damaged property rather than on the age of the structure of the swimming pool.

Personal Property

For loss or damage sustained by personal property insured under Coverage C – Personal Property (Contents), we will pay based on one of the two options below.

If the conditions of Option 1 – Repair or Replacement Cost are not met, we will pay for the insured loss or damage based on Option 2 – Actual Cash Value.

Option 1 – Repair or Replacement Cost

If the following conditions are met, we will pay the cost, as of the date of the loss or damage, to repair or replace, whichever is lower, the personal property covered under Coverage C – Personal Property (Contents):

- (a) Repair or replacement must be made with property of like kind and quality.
- (b) Repair or replacement must be made within a reasonable time after the loss or damage.

The amount of insurance paid will not take into account depreciation.

This option does not apply to:

- property that was not usable for its original purpose or had not been maintained in workable condition;
- objects that cannot be replaced with new articles because of their inherent nature, including antiques and **works of art**;
- objects whose age or history contributes to their value, such as memorabilia, souvenirs and collectibles.

Option 2 – Actual Cash Value

We will pay the actual cash value.

The actual cash value will take into account the cost to repair or replace, whichever is lower, as of the date of the loss or damage, using property of like kind and quality, less any depreciation.

In determining depreciation we will consider, among other factors, the condition of the property prior to the loss or damage, its resale value and its life expectancy.

Subrogation

Upon making a payment, we will be subrogated to your rights of recovery against other liable for the loss.

Subrogation applies up to the amount of insurance paid.

However, we agree to waive our right of subrogation, except with respect to criminal acts and gross or intentional fault, as to any claim against:

- (a) The **syndicate**;
- (b) A co-owner;
- (c) A person which is a member of a co-owner's household;
- (d) A person for whom the **syndicate** is required to enter into an insurance contract to cover that person's liability under the law.

This waiver does not apply to independent contractors.

Your right to recover from us is not affected by any release from liability entered into by you prior to loss.

SPECIMEN

Liability Coverages

Insuring Agreement

We provide you, as a condominium unit owner, with coverage for various liabilities as described or listed below, in return for payment of the premium.

Important

This policy contains clauses that may limit the amount payable. In addition, this insurance policy contains conditions and exclusions which restrict coverage. Some of them may be amended by endorsement. Please read your insurance policy carefully.

A Guide to Your Insurance Policy

This insurance applies to your legal liability for unintentional bodily injury to others or damage to their property arising out of your premises or your personal actions.

It includes voluntary medical or funeral payments to others, and voluntary payments to others for damage to their property.

It also provides benefits to residence employees if they are injured while working for you.

Useful Information

The insurance policy should be read as a whole. Therefore, clauses should be interpreted as they relate to each other and by considering the entire insurance policy.

For a proper understanding of this insurance policy, the Coverage Summary, the endorsements, and the Statutory Conditions and Additional Conditions must be considered in addition to this form.

Obligation to Inform Insurer

Before this insurance policy is in effect and during the term of this policy, you must report to us any and all information that may influence our risk assessment. Such information must also be reported upon renewal of the insurance policy.

If you are unsure if you must report specific information, we recommend you contact us.

Among other information, the following must be reported:

- Any criminal conviction of an insured;
- Any change in the occupancy or use of your dwelling;
- When you rent your dwelling, in whole or in part (including the rental of rooms);
- Any business or commercial activity on the premises;
- Any major renovation to your dwelling;
- When your dwelling becomes vacant.

Definitions

"You" and "your" as used in the text that follows refer to the **Insured**. "We" and "us" refer to the **Insurer**.

The following expressions used in the Liability Coverages section of this insurance policy also have the following meanings:

- "condominium unit owner" also means "strata lot owner";
- "improvements and betterments" also means "fixtures or improvements to fixtures";
- "condominium declaration" also means "plan" or "strata plan".

For the purpose of this insurance policy, animals are considered as property.

Words and expressions in **bold** are defined in this section. Note that the endorsements may include their own definitions.

The following definitions apply to the Liability Coverages section of this insurance policy:

Bodily injury means bodily injury, sickness or resulting death.

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

Civil authority means an authority as defined under any act or regulation.

Common property means the common elements, common property or common assets, as described in the condominium declaration, but not the **common property for exclusive use**.

Common property for exclusive use means the common property that are reserved for your exclusive use, as described in the condominium declaration.

Communicable disease means any sickness or disease which can be transmitted by any method or means, directly or indirectly, from any organism (which includes a human being), to another organism, including where:

- the cause of the sickness or disease includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; or
- the method or means of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface, object, solid, liquid or gas, or between organisms.

Communicable disease order means any communication, without limitation, by a government or **civil authority**, or agency of a government or **civil authority**, in respect of any **communicable disease**, that recommends, requires or prohibits, access to, or use of, any property or premises, or recommends or requires that a business or premises close or operate at a reduced capacity, or recommends or requires social distancing, self-isolation, travel restrictions or limitations on social interaction.

Condominium corporation or strata corporation means the legal entity that represents the condominium unit owners.

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

Cyber risk incident means:

- (a) Any unauthorized access to, or use of, a **computer system**;

- (b) Any introduction of a malicious code, virus, ransomware, or any harmful code, into a **computer system**;
- (c) Any act, error or omission that results, whether in whole or in part, in any:
 - damage to, or alteration or destruction of, a **computer system**;
 - reduction in functionality, availability or operation, of a **computer system**;
 - inability or failure to access, use or operate, a **computer system**;
 - disruption in, prevention of, or restriction in, use of a **computer system**.

Data means any representation of information, facts, concepts or code, in any form, that is used, accessed, processed, recorded, transmitted or stored by a **computer system**, and includes virtual or digital property, such as, but not limited to, cryptocurrency, virtual or digital currency, and non fungible tokens.

Detached private structure means a permanent structure or building on land separate from the **common property** separated from the dwelling by a clear space or otherwise connected to the dwelling by a fence, utility line or connection.

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

Insured has the same meaning as in the Property Damage Coverages section of this insurance policy. In addition, "Insured" means:

- (a) Any person having authorized use of or custody of an animal not excluded under this insurance policy and owned by the Insured (but not in the course of any **business**);
- (b) A **residence employee** while performing duties for you;
- (c) If the Insured dies while this policy is in force:
 - his or her legal representative, but only with respect to legal liability arising out of ownership, use or maintenance of the **premises** and while he or she has custody thereof;
 - any person who was insured under this policy before the Insured's death and who continues to reside on the **premises**.
- (d) Relatives in an extended care facility or a senior citizens' residence who are under the legal custody of the person named as Insured on the Coverage Summary or of his or her **spouse**, provided that the dwelling described on the Coverage Summary serves as the named Insured's primary residence.

For the purpose of this definition, "relatives" means the named Insured's **spouse**, and the father, mother, children, brothers and sisters of the named Insured or of his or her **spouse**.

Occurrence means an event causing loss, injury or damage; all loss, injury or damage having the same origin will be considered as one occurrence, regardless of the number of claimants.

Premises has the same meaning as in the Property Damage Coverages section of this insurance policy. In addition, "premises" means:

- (a) Secondary residences and other dwellings, provided they are specifically described on the Coverage Summary.
- (b) Premises where you are residing temporarily or which you are using temporarily, provided that:
 - you do not own such premises; and
 - you are neither tenant nor user of the premises under the terms of an agreement for more than 180 consecutive days.
- (c) Provided they are not covered under any other insurance policy and provided that the dwelling described on the Coverage Summary serves as the named **Insured**'s primary residence:
 - you no longer reside on premises unless you have completely moved to your new residence described on the Coverage Summary;
 - subject to the coverage period, premises located within the lot lines of your newly acquired residence, provided that such newly acquired residence is located in Canada;
 - The coverage period is for 30 consecutive days:
 - It commences when you acquire ownership of, rent or occupy the premises, whichever occurs first.
 - It ends upon expiration of the 30 consecutive days or upon the termination of this insurance policy, whichever occurs first.

- (d) Premises in an extended care facility or a senior citizens' residence occupied by relatives who meet the definition of Insured in the Liability Coverages section of this insurance policy, provided that the dwelling described on the Coverage Summary serves as the named **Insured**'s primary residence.
- (e) Individual or family cemetery plots or burial vaults located in Canada and for which you are responsible.
- (f) Land in Canada you own or rent, with no building thereon, provided it is not farm land (including forestry land).
- (g) Land in Canada where an independent contractor is building a one-unit to six-unit dwelling for you.

Property damage means damage to or destruction of tangible property.

Remuneration means payment, in cash or in kind, made to a person for work done or services rendered.

Residence employee means a person who performs duties for you in connection with the use or maintenance of the **premises**, or for your personal services. This does not include persons performing duties in connection with your **business** activities or under an independent contractor agreement or service agreement.

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

Spouse means:

- (a) A person who is married to another person and is living with that person.
- (b) A person who has lived in a conjugal relationship outside of marriage and has cohabited for at least one year with another person of the opposite or the same sex who is publicly presented as his or her spouse.
- (c) A person who has lived in a conjugal relationship outside of marriage and is cohabiting with another person of the opposite or the same sex who is publicly presented as his or her spouse, in the following cases:
 - A child has been born or is to be born of their child;
 - They have adopted a child together;
 - One of them has adopted a child of the other.

Student means a person who is enrolled in and actually attends an educational institution on a full-time basis, provided that the dwelling described on the Coverage Summary serves as the named **Insured**'s primary residence.

Telework means office work carried out on the **premises**, on behalf of an employer, on a casual or full-time basis.

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.

Transportation accident means collision, upset, derailment, crashing, stranding or sinking of a motorized vehicle, a trailer attached to a motorized vehicle, a train, an aircraft or a **watercraft**.

Unit means your condominium unit, strata lot or portion, that is your exclusive property, as described on the Coverage Summary and in the condominium declaration.

Watercraft includes, in addition to the usual definition, and among other things, pedal boats and rafts.

Liability Coverages

We insure only **occurrences** that occur while this insurance policy is in force.

Amounts of Insurance

The amount of insurance for each of Coverages E, F and G is written on the Coverage Summary.

These amounts of insurance apply to each **Insured** separately, but they are the maximum amounts we will pay for any one **occurrence** no matter how many **Insureds** are involved.

Coverage E – Legal Liability

The amount of insurance which is written on the Coverage Summary for Coverage E is the maximum amount we will pay per **occurrence** for all liability coverages listed below.

Coverage is limited to compensatory damages only.

Therefore, we do not insure any fines, penalties, punitive damages, exemplary damages or any other sum over and above actual compensatory damages.

This coverage applies only if the dwelling described on the Coverage Summary is occupied by you as a principal residence.

Therefore, if the dwelling described on the Coverage Summary is not occupied by you as a principal residence, you are insured only for legal liability arising out of the ownership, use or maintenance of the **premises** described on the Coverage Summary.

(1) Personal Liability

We will pay all sums which you become legally liable to pay as compensatory damages as a result of unintentional **bodily injury** or **property damage**, as well as the resultant loss of use, arising out of:

(a) Your personal actions anywhere in the world, including legal liability arising out of your ownership of an animal.

This coverage applies to a **student** insured by this insurance policy.

(b) The ownership, use or maintenance of a **watercraft** you own, provided:

- such **watercraft** is not more than 8 metres (26 feet) in length; and
- when equipped with one or more outboard, inboard or inboard-outboard motors, such motor(s) do not exceed 19 kW (25 HP) in total per **watercraft**.

(c) The use or operation of **watercraft** not owned by any **Insured**.

(d) The ownership, use or maintenance of the following motorized vehicles which you own:

- Lawn mowers, snow blowers and garden-type tractors, of not more than 37 kW (50 HP), including their trailers or attachments, used or operated on the **premises** or occasionally off the **premises**, provided they are not used for compensation or hire;

This condition does not apply to activities described under paragraph (b) of Coverage E – (5) **Business Activities**.

- Wheelchairs, three-wheeled scooters and four-wheeled scooters, specifically designed for carrying a person who has a physical disability;
- Remote-controlled golf caddies;
- Motorized golf carts;
- The following electric vehicles, provided the vehicle is not subject to mandatory registration:
 - Bicycles;
 - Kick-scooters;
 - Other similar personal transporters;
- Vehicles designed for and used by children, provided the vehicle is not subject to mandatory registration.

(e) The use of a motorized vehicle, including its trailers or attachments, not owned by any **Insured**, provided the vehicle:

- is not subject to mandatory registration; and
- is intended solely for off-road use.

This coverage applies solely in excess of any other liability insurance policy or if there is no such policy.

(f) The ownership, use or maintenance of any trailer or its equipment, provided that such trailer is not attached to or carried on a motorized vehicle.

(2) Premises Liability

We will pay all sums which you become legally liable to pay as compensatory damages as a result of unintentional **bodily injury** or **property damage**, as well as the resultant loss of use, arising out of the ownership, use or maintenance of the **premises**, including the ownership, use or maintenance of a swimming pool, hot tub or sauna.

This coverage also applies to the legal liability of other persons you assume under a written contract, in relation to your **premises**.

We do not insure claims arising out of any contract:

- with a railway company;
- for the production or distribution of energy.

Exclusions – (1) Personal Liability and (2) Premises Liability

We do not insure under these coverages:

(a) Claims arising out of the sale of a commercial or industrial building or a residential building containing more than six dwelling units.

(b) **Property damage**, including the resultant loss of use, to property:

- you own or use;
- in your care, custody or control or for which you are liable as a tenant or occupant, except as insured under Coverage E – (3) Liability for **Premises** You Do Not Own;
- as a result of work done on the property;
- owned by a person living with you in your household, other than a **residence employee**.

(c) Claims arising out of **bodily injury** to you or to any person living with you in your household, other than your **residence employee**.

This includes any claim made or suit brought against you to share damages with or repay someone else who may be obligated to pay damages because of the **bodily injury** sustained by you or any person living with you in your household, other than a **residence employee**.

(3) Liability for Premises You Do Not Own

We will pay all sums which you become legally liable to pay as compensatory damages as a result of unintentional **property damage** to **premises** you do not own or their contents, as well as the resultant loss of use. This insurance applies to all risks of **property damage**.

This coverage applies if you are liable for these **premises** or their contents which you are using, renting, occupying or have in your care, custody or control.

This coverage applies provided that the dwelling described on the Coverage Summary serves as the named **Insured**'s primary residence.

We do not insure tools, sporting items and equipment (including, but not limited to, bicycles) where loss or damage is due to their use.

However, we insure sporting items and equipment (including, but not limited to, bicycles) where loss or damage is caused directly by impact with a vehicle or aircraft.

We also insure bicycles, kick-scooters and other similar personal transporters, insured under the Property Damage Coverages section of this insurance policy, where loss or damage is caused directly by collision with a pedestrian.

We do not insure loss or damage to animals and caused by animals, except with respect to the following insured perils, as described in the Property Damage Coverages section of this insurance policy:

- Fire;
- Explosion;
- Smoke;
- Water damage.

We do not insure loss or damage resulting from any cause unless sudden and accidental.

We do not insure loss or damage to trees, shrubs, plants or lawns, except with respect to the following insured perils, as described in the Property Damage Coverages section of this insurance policy:

- Fire;
- Explosion;
- Smoke;
- Water damage.

We do not insure loss or damage caused by mechanical, electrical or electronic breakdown or malfunction, or by defects, unless such loss or damage results directly from a fluctuation in artificially generated electric currents or lightning.

However, we insure loss or damage caused by an insured peril resulting from such defect, malfunction or breakdown.

We do not insure:

- Wear and tear to property or gradual deterioration of property.

Comprehensive Personal Liability

(b) Loss or damage caused by rust, corrosion, dampness, condensation, extremes of temperature, wet or dry rot, **fungi or spores**.

(c) Repeated damage to property.

(d) Loss or damage resulting from misuse of property.

However, we insure loss or damage caused by an insured peril resulting from such gradual damage as listed in (a) to (d) above.

We do not insure loss or damage to property, or a part thereof, that caused the **occurrence**, including but not limited to cases where the damage results from the breakdown, inherent vice or nature of the property.

We do not insure:

(a) Marring or scratching of any property;

(b) Breakage of any fragile articles, including glassware, statuary, marbles, bric-a-brac, porcelains and earthenware;

except if such loss or damage is caused directly by one of the following insured perils, as described in the Property Damage Coverage section of this insurance policy:

- Fire;
- Lightning;
- Fluctuations in artificially generated electric currents;
- Explosion;
- Smoke;
- Impact by objects which strike the exterior of a building;
- Impact with a vehicle, aircraft, satellite or spacecraft;
- Riot;
- Vandalism;
- Water damage;
- Hail;
- Windstorm;
- **Transportation accidents;**
- Theft or attempted theft.

We do not insure loss or damage caused by mysterious disappearance of property.

We do not insure loss or damage caused by water from continuous or repeated escape, overflow or backing up of water, whether or not you were aware of such escape, overflow or backing up.

We do not insure loss or damage to property while the property is being worked on or undergoing any process when such loss or damage results directly from the work or process.

However, we insure loss or damage caused by an insured peril resulting from such work.

(4) Employers' Liability

We will pay all sums which you become legally liable to pay as compensatory damages as a result of unintentional **bodily injury** to your **residence employees** while in the course of their employment by you.

We do not insure liability imposed upon or assumed by you under any workers' compensation statute.

(5) Business Activities

We will pay all sums which you become legally liable to pay as compensatory damages as a result of unintentional **bodily injury or property damage**, as well as the resultant loss of use, arising out of:

(a) Pursuits during the course of **business** activities which are not related to these **business** activities.

(b) The temporary or part-time **business** pursuits of an **Insured** under 21 years of age or a **student** covered by this insurance policy.

(c) The use of part of the dwelling or **detached private structures** for your **business** activities, if this use is mentioned on the Coverage Summary.

(d) The use of part of the dwelling or **detached private structures** for **telework**.

(6) Rental Activity

We will pay all sums which you become legally liable to pay as compensatory damages as a result of unintentional **bodily injury or property damage**, as well as the resultant loss of use, arising out of:

(a) The rental of all or part of your dwelling to others (including the rent of rooms), if the rental is mentioned on the Coverage Summary.

(b) The rental of not more than three parking spaces in garages, or three stalls in stables, located on the **premises** and in the **common property**.

(c) The rental of a dwelling, if the building is described on the Coverage Summary and we have been notified of the rental.

Additional Agreements

If a claim is made against you for which you are insured under Coverage E – Legal Liability, we will defend you at our cost.

We reserve the right to investigate, negotiate and settle any claim or suit if we decide this is appropriate.

Our rights and duties to defend cease when we have used up, as part of the claim settlement, the amount of insurance under Coverage E – Legal Liability which is written on the Coverage Summary.

In addition to the amount of insurance for Coverage E – Legal Liability, we will pay, among other costs:

(1) All expenses which we incur.

(2) All costs charged against you in any suit insured under Coverage E – Legal Liability.

(3) Any interest prescribed by law in the province of Quebec, or any post-judgment interest prescribed by law in any other province or territory, on that part of the judgment which is insured under Coverage E – Legal Liability.

(4) Premiums, up to the amount of insurance for Coverage E – Legal Liability for:

(a) Bonds to release any property that is being held as security;

(b) Appeal bonds required in any insured lawsuit involving you.

However, 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 as needed immediately following an insured **occurrence**.

(6) Reasonable expenses, except loss of earnings, which you incur at our request.

Loss Assessment Coverage

We will pay your share of any special assessment or special levy imposed under the condominium declaration owing to an insured **occurrence** under Coverage E – Legal Liability.

This coverage applies only if the **condominium corporation** has no Legal Liability insurance or its insurance is inadequate.

We will pay up to the amount of insurance written on the Coverage Summary for Coverage E – Legal Liability.

When the special assessment or special levy is made necessary by a deductible in the insurance policy of the **condominium corporation**, the amount written on the Coverage Summary for Loss Assessment or the Deductible (Liability) represents the maximum we will pay for this coverage.

Coverage F – Voluntary Medical or Funeral Payments

The amount of insurance which is written on the Coverage Summary for Coverage F is the maximum amount we will pay for each person in respect to one **occurrence**.

At your request, even if you are not legally liable, we will reimburse medical or funeral expenses incurred as a result of an accident caused by you or arising out of the ownership, use or maintenance of the **premises**.

For the purpose of this coverage "medical expenses" means expenses incurred for ambulance, surgical, dental, hospital, nursing and medical services.

These expenses must be incurred within 12 months of the accident.

We will not reimburse:

(1) Expenses covered by any other insurance policy, private or public.

(2) Expenses covered by any workers' compensation statute.

(3) Expenses incurred for you or for any person living with you in your household, other than your **residence employees**.

(4) Expenses incurred for **bodily injury** caused intentionally by you or at your direction.

(5) Expenses incurred for **bodily injury** arising out of the ownership, use or maintenance of any motorized vehicle, trailer or **watercraft**, except where coverage is provided in the Liability Coverages section of this insurance policy.

Coverage G – Voluntary Payment for Damage to Property

The amount of insurance which is written on the Coverage Summary for Coverage G is the maximum amount we will pay per **occurrence**.

At your request, even if you are not legally liable, we will pay for **property damage** you cause to others, including damage caused intentionally by an **Insured** who is 12 years of age or under.

We do not insure:

(1) Loss or damage arising out of the ownership, use or maintenance of any motorized vehicle, trailer or **watercraft**, except those for which coverage is mentioned in the Liability Coverages section of this insurance policy.

(2) Loss or damage to:

- (a) Property you or your tenants own or rent.
- (b) Property which is insured under the Property Damage Coverages section of this insurance policy.

(3) Loss of use, disappearance or theft of property.

Basis of Payment – Coverage G

(1) We will pay the actual cash value of the property, up to the amount of insurance which is written on the Coverage Summary for Coverage G.

The actual cash value will take into account the cost to repair or replace, whichever is lower, as of the date of the loss or damage, using property of like kind and quality, less any depreciation.

In determining depreciation, we will consider, among other factors, the condition of the property before the loss or damage, its resale value and its life expectancy.

(2) We may:

- (a) Pay for the loss in money or repair or replace the property.
- (b) Settle any claim either with you or with the owner of the property.
- (c) Take over any salvage.

(3) If necessary, you must help us verify the damage.

(4) You shall not bring suit against us until you have fully complied with all the terms of this insurance policy, nor until 60 days after the required proof of loss has been filed with us.

Coverage H – Voluntary Compensation for Residence Employees

At your request, even if you are not legally liable, we will pay the following described benefits if your **residence employee** sustains **bodily injury** while working for you, provided:

(a) You are released from any liability for the accident; and

(b) We are subrogated to the rights of the **residence employee** or any person acting on his or her behalf against any at-fault third party.

If your **residence employee**, or any person acting on his or her behalf, does not accept these benefits or sues you, we have the right to refuse to apply this coverage.

However, this will not reduce our obligations under Coverage E – Legal Liability of this insurance policy.

We will not pay benefits for any hernia injury.

Benefits

For the purpose of this coverage, "weekly indemnity" means two-thirds of your **residence employee**'s weekly wage as of the date of the accident, subject to a maximum of \$200 per week.

Section 1 – Death

If the accident leads to the death of your **residence employee** within the following 26 weeks, we'll pay:

(a) To those wholly dependent upon the **residence employee**, a total of 100 times the weekly indemnity in addition to any sums payable until death under Section 2 – Temporary Total Disability.

(b) Actual funeral expenses up to \$1,000.

We can require an autopsy before we make payment.

Section 2 – Temporary Total Disability

If the accident leads to a temporary total disability within the following 14 days such that your **residence employee** cannot work at any job, we will pay the weekly indemnity for up to 26 weeks of the accident.

However, we will not pay for the first seven days unless the disability lasts for six weeks or more.

Section 3 – Permanent Total Disability

If the accident leads to a permanent total disability within the following 26 weeks of the accident such that your **residence employee** cannot work at any job, we will pay the weekly indemnity for 100 weeks.

This benefit is payable in addition to the sums paid under Section 2 – Temporary Total Disability.

Section 4 – Permanent Partial Disability

If the accident leads to your **residence employee** suffering the permanent loss of use of one or more of the following within 26 weeks of the accident, we will pay the weekly indemnity of the corresponding number of weeks which is written below in the Schedule of Benefits.

The number of weeks cannot exceed 100 in total.

This benefit is payable in addition to the sums paid under Section 2 – Temporary Total Disability.

The **residence employee** cannot receive benefits under both this section and under Section 1 – Death or Section 3 – Permanent Total Disability.

SCHEDULE OF BENEFITS

For irrecoverable loss of use of:	No. of weeks
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(a) Arm, forearm or hand:	100
(b) One finger:	25
(c) More than one finger:	50
(d) One leg or foot:	100
(e) One toe:	25
(f) More than one toe:	50
(g) Both eyes or sight in both eyes:	100
(h) One eye or sight in one eye:	50
(i) Hearing in both ears:	100
(j) Hearing in one ear:	50

Section 5 – Medical Expenses

We will also pay:

(a) Expenses incurred for ambulance, surgical, dental, hospital, nursing and medical services within 26 weeks of the accident, subject to a maximum benefit of \$1,000 for all such care and services.

(b) Expenses incurred for supplying or replacing necessary artificial limbs or braces within 52 weeks of the accident, subject to a maximum benefit of \$5,000 for all such devices.

We do not insure you for expenses payable under any other insurance policy, private or public.

Conditions

If requested by us, the **residence employee** must:

(a) Submit to a physical examination at our expense, by doctors we select, as often as we may reasonably require.

(b) Authorize us to obtain all necessary information, including any medical records.

Common Exclusions

The following exclusions apply to Coverages E, F, G and H as well as to the Additional Agreements.

The following, in addition to all other exclusions contained in this insurance policy.

(1) Activities

(a) We do not insure claims arising out of your **business** activities or any **business** use of the **premises** or **common property** with your knowledge, except as insured under Coverage E – (5) **Business Activities**.

(b) We do not insure claims arising out of your farming operations (including your forestry operations) or any use of the **premises** or **common property** for farming operations (including forestry operations), if undertaken for **remuneration**, unless these activities are mentioned on the Coverage Summary.

(c) We do not insure claims arising out of the rental of all or part of your dwelling to others (including the rental of rooms).

However, this exclusion (c) does not apply if the rental is mentioned on the Coverage Summary.

In addition, this exclusion (c) does not apply to what is insured under Coverage E – (6) **Rental Activity**.

(2) Aircraft

(a) We do not insure claims arising out of the maintenance, ownership, use or operation of any aircraft, including scale models and drones, except for unmodified toys intended for children under 14 years of age.

(b) We do not insure claims arising out of the maintenance, ownership, use or operation of any premises used as an airport or landing strip, and all necessary or incidental operations.

(3) Assault or Harassment

We do not insure claims arising out of indecent acts, sexual assault, sexual harassment,

corporal punishment or abuse committed or instigated by you or by any person with your express or implied consent.

(4) Assumed Liability

We do not insure claims arising out of any liability assumed by you by contract, except for those set out under Coverage E – (2) Premises Liability.

(5) Communicable Diseases

We do not insure claims arising out of any **communicable disease**, including a **communicable disease order**.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage.

(6) Contract for Purchase or Sale

We do not insure claims arising out of any contract or agreement to purchase or sell real estate or chattels.

(7) Cyber Risk and Data

- (a) We do not insure claims arising out of any **cyber risk incident**.
- (b) We do not insure claims arising out of any:
 - loss of or damage to **data**;
 - loss of, or restraint in, use of **data**;
 - reduction in functionality or availability of **data**;
 - replacement, restoration, reproduction, erasure, destruction, corruption, misappropriation, misuse, misinterpretation or usurpation of **data**;
 - error in creating, modifying, amending, entering, deleting or using **data**;
 - inability to access, receive, transmit or process **data**;
 - distribution or display, or threat of distribution or display, of **data** via, amongst others, a website, the Internet, a social network, social media or application, an intranet or extranet, or any similar device, system or platform designed, intended or used for electronic communication of **data**.

These exclusions (a) and (b) apply whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage.

(8) Escape of Fuel Oil

We do not insure claims arising out of the discharge, dispersal, release or escape of fuel oil from:

- any tank, device or supply line located on the **premises** or in the **common property**;
- any tank, device or supply line that you own or that is in your care, custody or control, wherever located.

(9) Inherent Vice

We do not insure claims arising out of any inherent defect in, or the nature of, a property.

(10) Intentional Act or Criminal Act

We do not insure claims for **bodily injury** or **property damage** arising out of any intentional or criminal act or failure to act, by any person insured by this insurance policy or at the direction of any person insured by this insurance policy.

However, this exclusion does not apply to any person insured by this insurance policy who:

- has not committed and was not a party to the intentional or criminal act or failure to act; or
- has not abetted or colluded in the intentional or criminal act or failure to act; or
- has not consented to the intentional or criminal act or failure to act and neither knew nor ought to have known that the intentional or criminal act or failure to act would cause **bodily injury** or **property damage**.

(11) Libel or Slander

We do not insure claims arising out of the publication or utterance of libel or slander or of other defamatory or disparaging material, or a publication or utterance which violates an individual's rights of privacy.

(12) Nuclear Incident

We do not insure claims arising out of any event which is insured under a nuclear energy liability policy issued by the Nuclear Insurance Association of Canada or any other group or pool of insurers, regardless of exhaustion of such policy limits.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage.

(13) Premises Not Insured

We do not insure claims arising out of the ownership, use or maintenance of premises which you own, or rent under the terms of an agreement for more than 180 days, and which are not mentioned as covered in the Liability Coverages section of this insurance policy.

(14) Professional Services

We do not insure claims arising out of any rendering or failure to render any professional service.

(15) Terrorism

We do not insure claims arising directly or indirectly out of **terrorism** or out of any activity or decision of a government agency or other entity to prevent, respond to or terminate **terrorism**.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage.

(16) Vehicles Insured

We do not insure claims arising out of the maintenance, ownership, use or operation of any motorized vehicle, trailer or **watercraft** mentioned as covered in the Liability Coverages section of this insurance policy while it is:

- (a) Used for carrying passengers or property for **remuneration**.

- (b) Used for **business** purposes, except temporary or part-time **business** pursuits of an **Insured** under 21 years of age or a **student** covered by this insurance policy.

- (c) Used in any race or speed test or skill test.

- (d) Rented to others.

- (e) Used or operated without the owner's consent.

(17) Vehicles Not Insured

We do not insure claims arising out of the maintenance, ownership, use or operation of a motorized vehicle, trailer or **watercraft**, except those mentioned as covered in the Liability Coverages section of this insurance policy.

(18) War

We do not insure claims arising directly or indirectly out of any invasion, war or civil war, insurrection, rebellion, revolution, military force or usurped power or by operation of armed forces while engaged in hostilities, whether war is declared or not.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage.

(19) Waste Management

We do not insure decontamination or clean-up expenses arising out of your inappropriate waste management.

Liability Coverages

Insuring Agreement

We provide you, as a condominium unit owner, with coverage for various liabilities as described or listed below, in return for payment of the premium.

Important

This policy contains clauses that may limit the amount payable. In addition, this insurance policy contains conditions and exclusions which restrict coverage. Some of them may be amended by endorsement. Please read your insurance policy carefully.

A Guide to Your Insurance Policy

This insurance applies to your legal liability for unintentional bodily injury to others or damage to their property arising out of your premises or your personal actions.

It includes voluntary medical or funeral payments to others, and voluntary payments to others for damage to their property.

It also provides benefits to residence employees if they are injured while working for you.

Useful Information

The insurance policy should be read as a whole. Therefore, clauses should be interpreted as they relate to each other and by considering the entire insurance policy.

For a proper understanding of this insurance policy, the Coverage Summary, the endorsements, and the General Conditions must be considered in addition to this form.

Obligation to Inform Insurer

Before this insurance policy is in effect and during the term of this policy, you must report to us any and all information that may influence our risk assessment. Such information must also be reported in renewing or amending this insurance policy.

If you are unsure if you must report specific information, we recommend you contact us.

Among other information, the following must be reported.

- Any criminal conviction of an insured;
- Any change in the occupancy or use of your dwelling;
- When you rent your dwelling, in whole or in part (including the rental of rooms);
- Any business or commercial activity on the premises;
- Any major renovation to your dwelling;
- When your dwelling becomes vacant.

Definitions

"You" and "your" as used in the text that follows refer to the **Insured**. "We" and "us" refer to the **Insurer**.

For the purpose of this insurance policy, animals are considered as property.

Words and expressions in **bold** are defined in this section. Note that the endorsements may include their own definitions.

The following definitions apply to the Liability Coverages section of this insurance policy:

Bodily injury means bodily injury, sickness or resulting death.

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

Civil authority means an authority as defined under any act or regulation.

Common portion means the common portions as described in the co-ownership declaration, but not **common portions for exclusive use**.

Common portion for exclusive use means those common portions that are reserved for your exclusive use, as described in the co-ownership declaration.

Communicable disease means any sickness or disease which can be transmitted by any method or means, directly or indirectly, from any organism (which includes a human being), to another organism, including where:

- the cause of the sickness or disease includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; or
- the method or means of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface, object, solid, liquid or gas, or between organisms.

Communicable disease order means any communication, without limitation, by a government or **civil authority**, or agency of a government or **civil authority**, in respect of any **communicable disease**, that recommends, requires or prohibits, access to, or use of, any property or premises, or recommends or requires that a business or premises close or operate at a reduced capacity, or recommends or requires social distancing, self-isolation, travel restrictions or limitations on social interaction.

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

Cyber risk incident means:

- (a) Any unauthorized access to, or use of, a **computer system**;
- (b) Any introduction of a malicious code, virus, ransomware, or any harmful code, into a **computer system**;
- (c) Any act, error or omission that results, whether in whole or in part, in any:
 - damage to, or alteration or destruction of, a **computer system**;
 - reduction in functionality, availability or operation, of a **computer system**;
 - inability or failure to access, use or operate, a **computer system**;
 - disruption in, prevention of, or restriction in, use of a **computer system**.

Data means any representation of information, facts, concepts or code, in any form, that is used, accessed, processed, recorded, transmitted or stored by a **computer system**, and includes virtual or digital property, such as, but not limited to, cryptocurrency, virtual or digital currency, and non fungible tokens.

Detached private structure means a permanent structure or building on the **premises** or in the **common portions** separated from the dwelling by a clear space or only connected to the dwelling by a fence, utility line or similar connection.

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

Insured has the same meaning as in the Property Damage Coverages section of this insurance policy. In addition, "Insured" means:

- (a) Any person having authorized use or custody of an animal not excluded under this insurance policy and owned by the Insured (but not in the course of any **business**);
- (b) A **residence employee** while performing duties for you;
- (c) If the Insured dies while this policy is in force:
 - his or her legal representative, but only with respect to legal liability arising out of ownership, use or maintenance of the **premises** and while he or she has custody thereof;
 - any person who was insured under this policy before the Insured's death and who continues to reside on the **premises**.
- (d) Relatives in an extended care facility or a senior citizens' residence who are under the legal custody of the person named as Insured on the Coverage Summary or of his or her **spouse**, provided that the dwelling described on the Coverage Summary serves as the named Insured's primary residence.

For the purpose of this definition, "relatives" means the named Insured's **spouse**, and the father, mother, children, brothers and sisters of the named Insured or of his or her **spouse**.

Occurrence means an event causing loss, injury or damage; all loss, injury or damage having the same origin will be considered as one occurrence, regardless of the number of claimants.

Premises has the same meaning as in the Property Damage Coverages section of this insurance policy. In addition, "premises" means:

- (a) Secondary residences and other dwellings, provided they are specifically described on the Coverage Summary;
- (b) Premises where you are residing temporarily or which you are using temporarily, provided that:
 - you do not own such premises; and

- you are neither tenant nor user of the premises under the terms of an agreement for more than 180 consecutive days.

(c) Provided they are not covered under any other insurance policy and provided that the dwelling described on the Coverage Summary serves as the named **Insured's** primary residence:

- your old residence premises until you have completely moved to your new residence described on the Coverage Summary;
- subject to the coverage period, premises located within the lot lines of your newly acquired residence, provided that such newly acquired residence is located in Canada;
- The coverage period is for 30 consecutive days:

- It commences when you acquire ownership of, rent or occupy the premises, whichever occurs first.
- It ends upon expiration of the 30 consecutive days or upon the termination of the insurance policy, whichever occurs first.

(d) Premises in an extended care facility or a senior citizens' residence occupied by relatives who meet the definition of **sured** in the Liability Coverages section of this insurance policy, provided that the dwelling described on the Coverage Summary serves as the named **Insured's** primary residence.

(e) Individual or family cemetery plots or burial vaults located in Canada and for which you are responsible.

(f) Land in Canada you own or rent, with no building thereon, provided it is not farm land (including forestry land).

(g) Land in Canada where an independent contractor is building a one-unit to six-unit dwelling for you.

Property damage means damage to or destruction of tangible property.

Remuneration means payment, in cash or in kind, made to a person for work done or services rendered.

Residence employee means a person who performs duties for you in connection with the use or maintenance of the **premises**, or for your personal services. This does not include persons performing duties in connection with your **business** activities or under an independent contractor agreement or service agreement.

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

Spouse means:

- (a) A person who is married to, or has entered into a civil union with, another person and is living with that person.

(b) A person who has lived in a conjugal relationship outside of marriage and has cohabited for at least one year with another person of the opposite or the same sex who is publicly presented as his or her spouse.

(c) A person who has lived in a conjugal relationship outside of marriage and is cohabiting with another person of the opposite or the same sex who is publicly presented as his or her spouse, in the following cases:

- A child has been born or is to be born of their union;
- They have adopted a child together;
- One of them has adopted a child of the other.

Student means a person who is enrolled in and actually attends an educational institution on a full-time basis, provided that the dwelling described on the Coverage Summary serves as the named **Insured's** primary residence.

Syndicate means the legal entity that represents the condominium unit owners.

Tele work means office work carried out on the premises on behalf of an employer, on a casual or full-time basis.

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.

Transportation accident means collision, upset, derailment, crashing, stranding or sinking of a motorized vehicle, a trailer attached to a motorized vehicle, a train, an aircraft or a **watercraft**.

Unit means the private portion that is your exclusive property, as described in the co-ownership declaration.

Watercraft includes, in addition to the usual definition, and among other things, pedal boats and rafts.

Liability Coverages

We insure only **occurrences** that occur while this insurance policy is in force.

Amounts of Insurance

The amount of insurance for each of Coverages E, F and G is written on the Coverage Summary.

These amounts of insurance apply to each **Insured** separately, but they are the maximum amounts we will pay for any one **occurrence** no matter how many **Insureds** are involved.

Coverage E – Legal Liability

The amount of insurance which is written on the Coverage Summary for Coverage E is the maximum amount we will pay per **occurrence** for all liability coverages listed below.

Coverage is limited to compensatory damages only. Therefore, we do not insure any fines, penalties, punitive damages, exemplary damages or any other sum over and above actual compensatory damages.

This coverage applies only if the dwelling described on the Coverage Summary is occupied by you as a principal residence.

Therefore, if the dwelling described in the Coverage Summary is not occupied by you as a principal residence, you are insured only for legal liability arising out of the ownership, use or maintenance of the **premises** described on the Coverage Summary.

(1) Personal Liability

We will pay all sums which you become legally liable to pay as compensatory damages as a result of unintentional **bodily injury** or **property damage**, as well as the resultant loss of use, arising out of:

(a) Your personal actions anywhere in the world, including legal liability arising out of your ownership of an animal.

This coverage applies to a **student** insured by this insurance policy.

(b) The ownership, use or maintenance of a **watercraft** you own, provided:

- such **watercraft** is not more than 8 metres (26 feet) in length; and
- when equipped with one or more outboard, inboard or inboard-outboard motors, such motor(s) do not exceed 19 kW (25 HP) in total per **watercraft**.

(c) The use or operation of **watercraft** not owned by any **Insured**.

(d) The ownership, use or maintenance of the following motorized vehicles which you own:

- Lawn mowers, snow blowers and garden-type tractors, of not more than 37 kW (50 HP), including their trailers or attachments, used or operated on the **premises** or occasionally off the **premises**, provided they are not used for compensation or hire;

This condition does not apply to activities described under paragraph (b) of Coverage E – (5) **Business Activities**.

- Wheelchairs, three-wheeled scooters and four-wheeled scooters, specifically designed

for carrying a person who has a physical disability;

- Remote-controlled golf caddies;
- Motorized golf carts;
- The following electric vehicles, provided the vehicle is not subject to mandatory registration:
 - Bicycles;
 - Kick-scooters;
 - Other similar personal transporters;
- Vehicles designed for and used by children, provided the vehicle is not subject to mandatory registration.

(e) The use of a motorized vehicle, including its trailers or attachments, not owned by any **Insured**, provided the vehicle:

- is not subject to mandatory registration; and
- is intended solely for off-road use.

This coverage applies solely in excess of any other liability insurance policy or if there is no such policy.

(f) The ownership, use or maintenance of any trailer or its equipment provided that such trailer is not attached to or carried on a motorized vehicle.

(2) Premises Liability

We will pay all sums which you become legally liable to pay as compensatory damages as a result of unintentional **bodily injury** or **property damage**, as well as the resultant loss of use, arising out of the ownership, use or maintenance of the **premises**, including the ownership, use or maintenance of a swimming pool, hot tub or sauna.

This coverage also applies to the legal liability of other persons you assume under a written contract, in relation to your **premises**.

We do not insure claims arising out of any contract:

- with a railway company;
- for the production or distribution of energy.

Exclusions – (1) Personal Liability and (2) Premises Liability

We do not insure under these coverages:

(a) Claims arising out of the sale of a commercial or industrial building or a residential building containing more than six dwelling units.

(b) **Property damage**, including the resultant loss of use, to property:

- you own or use;
This exclusion does not apply to amounts claimed from you by the **syndicate** or a co-owner in accordance with the law.
 - in your care, custody or control or for which you are liable as a tenant or occupant, except as insured under Coverage E – (3) Liability for **Premises** You Do Not Own;
 - as a result of work done on the property;
 - owned by a person living with you in your household, other than a **residence employee**.
- (c) Claims arising out of **bodily injury** to you or to any person living with you in your household, other than your **residence employee**.

This includes any claim made or suit brought against you to share damages with or repay someone else who may be obligated to pay damages because of the **bodily injury** sustained by you or any person living with you in your household, other than a **residence employee**.

(3) Liability for Premises You Do Not Own

We will pay all sums which you become legally liable to pay as compensatory damages as a result of unintentional **property damage to premises** you do not own or their contents, as well as the resultant loss of use. This insurance applies to all risks of **property damage**.

This coverage applies if you are liable for these **premises** or their contents which you are using, renting, occupying or have in your care, custody or control.

This coverage applies provided that the dwelling described on the Coverage Summary serves as the named **Insured**'s primary residence.

We do not insure tools, sporting items and equipment (including, but not limited to, bicycles) where loss or damage is due to their use.

However, we insure sporting items and equipment (including, but not limited to, bicycles) where loss or damage is caused directly by impact with a vehicle or aircraft.

We also insure bicycles, kick-scooters and other similar personal transporters, insured under the Property Damage Coverages section of this insurance policy, where loss or damage is caused directly by collision with a pedestrian.

We do not insure loss or damage to animals and caused by animals, except with respect to the following insured perils, as described in the Property Damage Coverages section of this insurance policy:

- Fire;
- Explosion;
- Smoke;
- Water damage.

We do not insure loss or damage resulting from any cause unless sudden and accidental.

We do not insure loss or damage to trees, shrubs, plants or lawns, except with respect to the following insured perils, as described in the Property Damage Coverages section of this insurance policy:

- Fire;
- Explosion;
- Smoke;
- Water damage.

We do not insure loss or damage caused by mechanical, electrical or electronic breakdown or malfunction, or by defects, unless such loss or damage results directly from a fluctuation in artificially generated electric currents or lightning.

However, we insure loss or damage caused by an insured peril resulting from such defect, malfunction or breakdown.

We do not insure:

- Wear and tear to property or gradual deterioration of property.
- Loss or damage caused by rust, corrosion, dampness, condensation, extremes of temperature, wet or dry rot, **fungi** or **spores**.

- (c) Repeated damage to property.
- (d) Loss or damage resulting from misuse of property.

However, we insure loss or damage caused by an insured peril resulting from such gradual damage as listed in (a) to (d) above.

We do not insure loss or damage to property, or a part thereof, that caused the **occurrence**, including but not limited to cases where the damage results from the breakdown, inherent vice or nature of the property.

We do not insure:

- (a) Marring or scratching of any property;
- (b) Breakage of any fragile articles, including glassware, statuary, marbles, bric-a-brac, porcelains and earthenware;
- except if such loss or damage is caused directly by one of the following insured perils, as described in the Property Damage Coverages section of this insurance policy:
 - Fire;
 - Lightning;
 - Fluctuations in artificially generated electric currents;
 - Explosion;
 - Smoke;
 - Impact by objects which strike the exterior of a building;
 - Impact with a vehicle, aircraft, satellite or space-craft;
 - Riot;
 - Vandalism;
 - Water damage;
 - Hail;
 - Windstorm;
 - **Transportation accidents;**
 - Theft or attempted theft.

We do not insure loss or damage caused by mysterious disappearance of property.

We do not insure loss or damage caused by water from continuous or repeated escape, overflow or backing up of water, whether or not you were aware of such escape, overflow or backing up.

We do not insure loss or damage to property while the property is being worked on or undergoing any process when such loss or damage results directly from the work or process.

However, we insure loss or damage caused by an insured peril resulting from such work.

(4) Employers' Liability

We will pay all sums which you become legally liable to pay as compensatory damages as a result of unintentional **bodily injury** to your **residence employees** while in the course of their employment by you.

We do not insure liability imposed upon or assumed by you under any workers' compensation statute.

(5) Business Activities

We will pay all sums which you become legally liable to pay as compensatory damages as a result

of unintentional **bodily injury or property damage**, as well as the resultant loss of use, arising out of:

- (a) Pursuits during the course of **business** activities which are not related to these **business** activities.
- (b) The temporary or part-time **business** pursuits of an **Insured** under 21 years of age or a **student** covered by this insurance policy.
- (c) The use of part of the dwelling or **detached private structures** for your **business** activities, if this use is mentioned on the Coverage Summary.
- (d) The use of part of the dwelling or **detached private structures** for **telework**.

(6) Rental Activity

We will pay all sums which you become legally liable to pay as compensatory damages as a result of unintentional **bodily injury or property damage**, as well as the resultant loss of use, arising out of:

- (a) The rental of all or part of your dwelling to others (including the rental of rooms), if the rental is mentioned on the Coverage Summary.
- (b) The rental of no more than three parting spaces in garage or car stalls or stalls located on the **premises** and in the **common portions**.
- (c) The rental of a dwelling, if the building is described on the Coverage Summary and we have been notified of the rental.

Additional Agreements

If a claim is made against you for which you are insured under Coverage E – Legal Liability, we will defend you at our cost.

We reserve the right to investigate, negotiate and settle any claim or suit if we decide this is appropriate.

Our rights and duties to defend cease when we have used up, as part of the claim settlement, the amount of insurance under Coverage E – Legal Liability which is written on the Coverage Summary.

In addition to the amount of insurance for Coverage E – Legal Liability, we will pay, among other costs:

- (1) All expenses which we incur.
- (2) All costs charged against you in any suit insured under Coverage E – Legal Liability.
- (3) Any interest prescribed by law in the province of Quebec, or any post-judgment interest prescribed by law in any other province or territory, on that part of the judgment which is insured under Coverage E – Legal Liability.
- (4) Premiums, up to the amount of insurance for Coverage E – Legal Liability for:
 - (a) Bonds to release any property that is being held as security;
 - (b) Appeal bonds required in any insured lawsuit involving you.

However, 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 as needed immediately following an insured **occurrence**.
- (6) Reasonable expenses, except loss of earnings, which you incur at our request.

Loss Assessment Coverage

We will pay your share of any loss assessment imposed on you under the co-ownership declaration owing to an insured **occurrence** under Coverage E – Legal Liability.

This coverage applies only if the **syndicate** has no Legal Liability insurance or if such insurance is inadequate.

We will pay up to the amount of insurance written on the Coverage Summary for Coverage E – Legal Liability.

However, this coverage does not apply to the payment of a deductible in whole or in part.

Coverage F – Voluntary Medical or Funeral Payments

The amount of insurance which is written on the Coverage Summary for Coverage F is the maximum amount we will pay for each person in respect to one **occurrence**.

At your request, even if you are not legally liable, we will reimburse medical or funeral expenses incurred as a result of an accident caused by you or arising out of the ownership, use or maintenance of the **residence**.

For the purpose of this coverage "medical expenses" means expenses incurred for ambulance, surgical, dental, hospital, nursing and medical services.

These expenses must be incurred within 12 months of the accident.

We will not reimburse:

- (1) Expenses covered by any other insurance policy, private or public.
- (2) Expenses covered by any workers' compensation statute.
- (3) Expenses incurred for you or for any person living with you in your household, other than your **residence employees**.
- (4) Expenses incurred for **bodily injury** caused intentionally by you or at your direction.
- (5) Expenses incurred for **bodily injury** arising out of the ownership, use or maintenance of any motorized vehicle, trailer or **watercraft**, except where coverage is provided in the Liability Coverages section of this insurance policy.

Coverage G – Voluntary Payment for Damage to Property

The amount of insurance which is written on the Coverage Summary for Coverage G is the maximum amount we will pay per **occurrence**.

At your request, even if you are not legally liable, we will pay for **property damage** you cause to others, including damage caused intentionally by an **Insured** who is 12 years of age or under.

We do not insure:

- (1) Loss or damage arising out of the ownership, use or maintenance of any motorized vehicle, trailer or **watercraft**, except those for which coverage is mentioned in the Liability Coverages section of this insurance policy.
- (2) Loss or damage to:
 - (a) Property you or your tenants own or rent.

(b) Property which is insured under the Property Damage Coverages section of this insurance policy.

(3) Loss of use, disappearance or theft of property.

Basis of Payment – Coverage G

(1) We will pay the actual cash value of the property, up to the amount of insurance which is written on the Coverage Summary for Coverage G.

The actual cash value will take into account the cost to repair or replace, whichever is lower, as of the date of the loss or damage, using property of like kind and quality, less any depreciation.

In determining depreciation we will consider, among other factors, the condition of the property before the loss or damage, its resale value and its life expectancy.

(2) We may:

(a) Pay for the loss in money or repair or replace the property.

(b) Settle any claim either with you or with the owner of the property.

(c) Take over any salvage.

(3) If necessary, you must help us verify the damage.

(4) You shall not bring suit against us until you have fully complied with all the terms of this insurance policy, nor until 60 days after the required proof of loss has been filed with us.

Coverage H – Voluntary Compensation for Residence Employees

At your request, even if you are not legally liable, we will pay the following described benefits if your **residence employee** sustains **bodily injury** while working for you, provided:

(a) You are released from any liability for the accident; and

(b) We are subrogated to the rights of the **residence employee** or any person acting on his or her behalf against any at-fault third party.

If your **residence employee**, or any person acting on his or her behalf, does not accept these benefits or sues you, we have the right to refuse to apply this coverage.

However, this will not reduce our obligations under Coverage E – Legal Liability of this insurance policy.

We will not pay benefits for any hernia injury.

Benefits

For the purpose of this coverage, "weekly indemnity" means two-thirds of your **residence employee's** weekly wage as of the date of the accident, subject to a maximum of \$200 per week.

Section 1 – Death

If the accident leads to the death of your **residence employee** within the following 26 weeks, we will pay:

(a) To those wholly dependent upon the **residence employee**, a total of 100 times the weekly indemnity in addition to any sums payable until death under Section 2 – Temporary Total Disability.

(b) Actual funeral expenses up to \$1,000.

We can require an autopsy before we make payment.

Section 2 – Temporary Total Disability

If the accident leads to a temporary total disability within the following 14 days such that your **residence employee** cannot work at any job, we will pay the weekly indemnity for up to 26 weeks of the accident.

However, we will not pay for the first seven days unless the disability lasts for six weeks or more.

Section 3 – Permanent Total Disability

If the accident leads to a permanent total disability within the following 26 weeks of the accident such that your **residence employee** cannot work at any job, we will pay the weekly indemnity for 100 weeks.

This benefit is payable in addition to the sums paid under Section 2 – Temporary Total Disability.

Section 4 – Permanent Partial Disability

If the accident leads to your **residence employee** suffering the permanent loss of use of one or more of the following within 16 weeks of the accident, we will pay the weekly indemnity for the corresponding number of weeks which is written below in the Schedule of Benefits.

The number of weeks cannot exceed 100 in total.

This benefit is payable in addition to the sums paid under Section 2 – Temporary Total Disability.

The **residence employee** cannot receive benefits under both this section and under Section 1 – Death or Section 3 – Permanent Total Disability.

SCHEDULE OF BENEFITS	
For irrecoverable loss of use of:	No. of weeks
(a) Arm, forearm or hand:	100
(b) One finger:	25
(c) More than one finger:	50
(d) One leg or foot:	100
(e) One toe:	25
(f) More than one toe:	50
(g) Both eyes or sight in both eyes:	100
(h) One eye or sight in one eye:	50
(i) Hearing in both ears:	100
(j) Hearing in one ear:	50

Section 5 – Medical Expenses

We will also pay:

(a) Expenses incurred for ambulance, surgical, dental, hospital, nursing and medical services within 26 weeks of the accident, subject to a maximum benefit of \$1,000 for all such care and services.

(b) Expenses incurred for supplying or replacing necessary artificial limbs or braces within 52 weeks of the accident, subject to a maximum benefit of \$5,000 for all such devices.

We do not insure you for expenses payable under any other insurance policy, private or public.

Conditions

If requested by us, the **residence employee** must:

(a) Submit to a physical examination at our expense, by doctors we select, as often as we may reasonably require.

(b) Authorize us to obtain all necessary information, including any medical records.

Common Exclusions

The following exclusions apply to Coverages E, F, G and H, as well as to the Additional Agreements.

They apply in addition to all other exclusions contained in this insurance policy.

(1) Activities

(a) We do not insure claims arising out of your **business** activities or any **business** use of the **premises** or **common portions** with your knowledge, except as insured under Coverage E – (5) **Business** Activities.

(b) We do not insure claims arising out of your farming operations (including your forestry operations) or any use of the **premises** or **common portions** for farming operations (including forestry operations), if undertaken for **remuneration**, unless these activities are mentioned on the Coverage Summary.

(c) We do not insure claims arising out of the rental of all or part of your dwelling to others (including the rental of rooms).

However, this exclusion (c) does not apply if the rental is mentioned on the Coverage Summary.

In addition, this exclusion (c) does not apply to what is insured under Coverage E – (6) **Rental Activity**.

(2) Aircraft

(a) We do not insure claims arising out of the maintenance, ownership, use or operation of any aircraft, including scale models and drones, except for unmodified toys intended for children under 14 years of age.

(b) We do not insure claims arising out of the maintenance, ownership, use or operation of any premises used as an airport or landing strip, and all necessary or incidental operations.

(3) Assault or Harassment

We do not insure claims arising out of indecent acts, sexual assault, sexual harassment, corporal punishment or abuse committed or instigated by you or by any person with your express or implied consent.

(4) Assumed Liability

We do not insure claims arising out of any liability assumed by you by contract, except for those set out under Coverage E – (2) **Premises Liability**.

(5) Communicable Diseases

We do not insure claims arising out of any **communicable disease**, including a **communicable disease order**.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage.

(6) Contract for Purchase or Sale

We do not insure claims arising out of any contract or agreement to purchase or sell real estate or chattels.

(7) Cyber Risk and Data

- (a) We do not insure claims arising out of any **cyber risk incident**.
- (b) We do not insure claims arising out of any:
 - loss of or damage to **data**;
 - loss of, or restraint in, use of **data**;
 - reduction in functionality or availability of **data**;
 - replacement, restoration, reproduction, erasure, destruction, corruption, misappropriation, misuse, misinterpretation or usurpation of **data**;
 - error in creating, modifying, amending, entering, deleting or using **data**;
 - inability to access, receive, transmit or process **data**;
 - distribution or display, or threat of distribution or display, of **data** via, amongst others, a website, the Internet, a social network, social media or application, an intranet or extranet, or any similar device, system or platform designed, intended or used for electronic communication of **data**.

These exclusions (a) and (b) apply whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage.

(8) Escape of Fuel Oil

We do not insure claims arising out of the discharge, dispersal, release or escape of fuel oil from:

- any tank, device or supply line located on the **premises** or in the **common portions**;
- any tank, device or supply line that you own or that is in your care, custody or control, wherever located.

(9) Inherent Vice

We do not insure claims arising out of any inherent defect in, or the nature of, a property.

(10) Intentional Act or Criminal Act

We do not insure claims for **bodily injury** or **property damage** arising out of any intentional or criminal act or failure to act, by any person insured by this insurance policy or at the direction of any person insured by this insurance policy.

However, this exclusion does not apply to any person insured by this insurance policy who:

- has not committed and was not a party to the intentional or criminal act or failure to act; or
- has not abetted or colluded in the intentional or criminal act or failure to act; or
- has not consented to the intentional or criminal act or failure to act and neither knew nor ought to have known that the intentional or criminal act or failure to act would cause **bodily injury** or **property damage**.

(11) Libel or Slander

We do not insure claims arising out of the publication or utterance of libel or slander or of other defamatory or disparaging material, or a publication or utterance which violates an individual's rights of privacy.

(12) Nuclear Incident

We do not insure claims arising out of any event which is insured under a nuclear energy liability policy issued by the Nuclear Insurance Association of Canada or any other group or pool of insurers, regardless of exhaustion of such policy limits.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage.

(13) Premises Not Insured

We do not insure claims arising out of the ownership, use or maintenance of premises which you own, or rent under the terms of an agreement for more than 180 days, and which is not mentioned as covered in the Liability Coverages section of this insurance policy.

(14) Professional Services

We do not insure claims arising out of any rendering or failure to render any professional service.

(15) Terrorism

We do not insure claims arising directly or indirectly out of **terrorism** or out of any activity or decision of a government agency or other entity to prevent, respond to or terminate **terrorism**.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage.

(16) Vehicles Insured

We do not insure claims arising out of the maintenance, ownership, use or operation of any motorized vehicle, trailer or **watercraft** mentioned as covered in the Liability Coverages section of this insurance policy while it is:

- (a) Used for carrying passengers or property for **remuneration**.
- (b) Used for **business** purposes, except temporary or part-time **business** pursuits of an **Insured** under 21 years of age or a **student** covered by this insurance policy.
- (c) Used in any race or speed test or skill test.
- (d) Rented to others.
- (e) Used or operated without the owner's consent.

(17) Vehicles Not Insured

We do not insure claims arising out of the maintenance, ownership, use or operation of a motorized vehicle, trailer or **watercraft**, except those mentioned as covered in the Liability Coverages section of this insurance policy.

(18) War

We do not insure claims arising directly or indirectly out of any invasion, war or civil war, insurrection, rebellion, revolution, military force or usurped power or by operation of armed forces while engaged in hostilities, whether war is declared or not.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage.

(19) Waste Management

We do not insure decontamination or cleanup expenses arising out of your inappropriate waste management.

Water Damage – Ground Water and Sewer Back-Up (excluding flood caused by the overflow of a body of water) (Endorsement 16c)

This endorsement amends the insurance policy to which it is attached. The location to which this endorsement applies is indicated on the Coverage Summary.

Property Damage Coverages

Amount of Insurance

The amount of insurance written on the Coverage Summary for this endorsement represents the maximum we will pay for all coverages in the Property Damage Coverages section of the insurance policy, including the Extensions of Coverage.

Insured Perils

We insure sudden and accidental loss or damage to insured property caused directly by:

- Water from escape, overflow or backing up of:
 - sewer connections;
 - sewers;
 - septic tanks, drain fields or other wastewater treatment systems;
 - sumps, **retention tanks** or **holding ponds**;
 - subsoil drainage pipes (French drains);
 - ditches.

For the purpose of this endorsement, "ditch" means a man-made, usually dry trench designed to aid and direct water drainage.

- Ground or surface water that enters or seeps into the building through walls, foundations, basement floors or other means, or through openings therein.

Extensions of Coverage

Tear Out and Repair

The above coverage in the insurance policy is replaced by the following, but solely for the purpose of this endorsement:

We will pay the cost of tearing out and repairing the **premises** or any parts of the building as needed to allow repairs to be made to the section of the **plumbing system** which caused insured water damage.

If you are insured as a condominium unit owner or a tenant, coverage is limited to the cost of tearing out and repairing improvements and betterments made, acquired or rented by you.

We do not insure the cost of tearing out and repairing:

- Outdoor swimming pools, hot tubs or their equipment.
- Ditches, drain fields or other wastewater treatment systems, public water mains carrying drinking water or public sewers.

If trees, shrubs, plants or lawns located outdoors, on the **premises**, are damaged during tear out or repair, the amount payable for these expenses shall not exceed the limits set out in the insurance policy under the Extension of Coverage – Outdoor Plants.

Sewer Back-Up Loss or Damage Prevention or Mitigation Device

The following coverage is added to the insurance policy, but solely for the purpose of this endorsement:

Following loss or damage caused by sewer back-up and insured by this endorsement, we will pay the expenses incurred by you for the installation in your building of one or more of the following approved sewer back-up loss or damage prevention or mitigation devices:

- backwater valve; or
- sump pump combined with a back-up power system.

We will pay a maximum amount of \$1,000 for all approved devices. This amount is payable in addition to the amount of insurance written on the Coverage Summary for this endorsement.

This coverage applies subject to the following conditions.

- (a) The approved device must be installed by a certified professional;
- (b) The amount payable will only apply to the installation of a back-up power system, if the sump pump does not need to be replaced;
- (c) The amount of the insured loss or damage must exceed the applicable deductible.

Exclusions

The following exclusions are added to the insurance policy, but solely for the purpose of this endorsement:

We do not insure:

- Loss or damage caused directly or indirectly by a peril insured by this endorsement which occurs when a flood reaches the surface of the ground on the **premises**. This exclusion applies whether the loss or damage arises before, during or after the arrival of this flood on the **premises**.

For the purpose of this endorsement, "flood" includes waves, tides, tidal waves, tsunamis, seiches, dam breaks and the rising or overflow of any stream of water or body of water, whether natural or man-made.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage.

- Continuous or repeated loss or damage, whether or not you were aware of such loss or damage.
- Loss or damage which occurs while the dwelling is under construction or **vacant**, even if we agreed to maintain this insurance policy in force during the construction or vacancy period.

This exclusion applies from the date construction begins or the date the dwelling becomes **vacant**.

- Loss or damage to property located outside a building, including **plumbing systems**.

All other exclusions of the insurance policy not amended by this endorsement continue to apply, including the following exclusions:

We do not insure:

- Loss or damage caused by water from escape, overflow or backing up of eavestroughs, downspouts or rainwater leaders.
- Loss or damage caused by rain, snow, melting snow or melting ice entering or seeping in through the roofs or walls of the building, or an opening therein.
- Loss or damage caused directly or indirectly by an earthquake, volcanic eruption, avalanche, landslide, subsidence, tidal wave, tsunami, seiche or shoreline erosion.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage.

Basis of Settlement

Deductible

The above section of the insurance policy is replaced by the following, but solely for the purpose of this endorsement:

The deductible is the amount of the insured loss that you must assume. This amount is written on the Coverage Summary.

The deductible applies at all times despite anything to the contrary in the insurance policy. The deductible applies before any limit.

All terms and conditions of the insurance policy not amended by this endorsement continue to apply.

Water Damage – Ground Water and Sewer Back-Up (excluding flood caused by the overflow of a body of water) (Endorsement 16c)

This endorsement amends the insurance policy to which it is attached. The location to which this endorsement applies is indicated on the Coverage Summary.

Property Damage Coverages

Amount of Insurance

The amount of insurance written on the Coverage Summary for this endorsement represents the maximum we will pay for all coverages in the Property Damage Coverages section of the insurance policy, including the Extensions of Coverage.

Insured Perils

We insure sudden and accidental loss or damage to insured property caused directly by:

- Water from escape, overflow or backing up of:
 - sewer connections;
 - sewers;
 - septic tanks, drain fields or other wastewater treatment systems;
 - sumps, **retention tanks** or holding ponds;
 - subsoil drainage pipes (French drains);
 - ditches.

For the purpose of this endorsement, "ditch" means a man-made, usually dry trench designed to aid and direct water drainage.

- Ground or surface water that enters or seeps into the building through walls, foundations, basement floors or other means, or through openings therein.

Extensions of Coverage

The above section of the insurance policy is modified by the addition of the following coverage, but solely for the purpose of this endorsement:

Sewer Back-Up Loss or Damage Prevention or Mitigation Device

Following loss or damage caused by sewer back-up and insured by this endorsement, we will pay the expenses incurred by you for the installation in your building of one or more of the following approved sewer back-up loss or damage prevention or mitigation devices:

- backwater valve; or
- sump pump combined with a back-up power system.

We will pay a maximum amount of \$1,000 for all approved devices. This amount is payable in addition to the amount of insurance written on the Coverage Summary for this endorsement.

This coverage applies subject to the following conditions:

- (a) The approved device must be installed by a certified professional;
- (b) The amount payable will only apply to the installation of a back-up power system, if the sump pump does not need to be replaced;
- (c) The amount of the insured loss or damage must exceed the applicable deductible.

Exclusions

The following exclusions are added to the insurance policy, but solely for the purpose of this endorsement:

We do not insure:

Loss or damage caused directly or indirectly by a peril insured by this endorsement which occurs when a flood reaches the surface of the ground on the **premises**. This exclusion applies whether the loss or damage rises before, during or after the arrival of this flood on the **premises**.

For the purpose of this endorsement, "flood" includes waves, tides, tidal waves, tsunamis, seiches, dam breaks and the rising or overflow of any stream of water or body of water, whether natural or man-made.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage.

- Continuous or repeated loss or damage, whether or not you were aware of such loss or damage.
- Loss or damage which occurs while the dwelling is under construction or **vacant**, even if we agreed to maintain this insurance policy in force during the construction or vacancy period.

This exclusion applies from the date construction begins or the date the dwelling becomes **vacant**.

- Loss or damage to property located outside a building, including **plumbing systems**.

All other exclusions of the insurance policy not amended by this endorsement continue to apply, including the following exclusions:

We do not insure:

- Loss or damage caused by water from escape, overflow or backing up of eavestroughs, downspouts or rainwater leaders.

- Loss or damage caused by rain, snow, melting snow or melting ice entering or seeping in through the roofs or walls of the building, or an opening therein.

- Loss or damage caused directly or indirectly by earthquake, volcanic eruption, avalanche, landslide, subsidence, tidal wave, tsunami, seiche or soil erosion.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage.

Basis of Settlement

Deductible

The above section of the insurance policy is replaced by the following, but solely for the purpose of this endorsement:

The deductible is the amount of the insured loss that you must assume. This amount is written on the Coverage Summary.

The deductible applies at all times despite anything to the contrary in the insurance policy. The deductible applies before any limit.

All terms and conditions of the insurance policy not amended by this endorsement continue to apply.

Flood Caused by the Overflow of a Body of Water (Endorsement 16d)

This endorsement amends the insurance policy to which it is attached. The location to which this endorsement applies is indicated on the Coverage Summary.

Property Damage Coverages

Amount of Insurance

The amount of insurance written on the Coverage Summary for this endorsement represents the maximum we will pay for all coverages in the Property Damage Coverages section of the insurance policy, including the Extensions of Coverage.

Insured Perils

We insure sudden and accidental loss or damage to insured property caused directly by water originating from the rising or overflow of any stream of water or body of water, whether natural or man-made, or from a dam break, provided this water reaches the surface of the ground on the **premises**.

In these same circumstances we also insure sudden and accidental loss or damage to insured property caused directly by:

- Impact by water-borne objects, including ice.
- Ground or surface water.
- Water from escape, overflow or backing up of:
 - sewer connections;
 - sewers;
 - septic tanks, drain fields or other wastewater treatment systems;
 - sumps, **retention tanks or holding ponds**;
 - subsoil drainage pipes (French drains);
 - ditches.

For the purpose of this endorsement, "ditch" means a man-made, usually dry trench designed to aid and direct water drainage.

Exclusions

The following exclusions are added to the insurance policy, but solely for the purpose of this endorsement:

We do not insure:

- Loss or damage arising from the rising or overflow of any stream of water or body of water, whether natural or man-made, or from a dam break, if the water originating therefrom does not reach the surface of the ground on the **premises**.
This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage.
- Continuous or repeated loss or damage, whether or not you were aware of such loss or damage.
- Loss or damage which occurs while the dwelling is under construction or vacant, even if we agreed to maintain this insurance policy in force during the construction or vacancy period.
This exclusion applies from the time construction begins or the date the dwelling becomes **vacant**.
- Loss or damage caused to property already located partially or fully in or on water at the time of the **occurrence**, including docks and boat houses.

All other exclusions of the insurance policy not amended by this endorsement continue to apply, including the following exclusions:

We do not insure:

- Loss or damage caused by water from escape, overflow or backing up of eavestroughs, downspouts or rainwater leaders.
- Loss or damage caused by rain, snow, melting snow or melting ice entering or seeping in through the roofs or walls of the building, or an opening therein.

- Loss or damage caused directly or indirectly by earthquake, volcanic eruption, avalanche, landslide, subsidence, tidal wave, tsunami, seiche or soil erosion.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage.

Basis of Settlement

Dwelling and Detached Private Structures

This section is amended as follows, but solely for the purpose of this endorsement:

- The Option – Guaranteed Repair or Replacement Cost does not apply.
- For the purpose of the Option – Repair or Replacement Cost, we authorize rebuilding on another location. However, the maximum amount payable cannot be greater than the amount it would have cost to repair or replace, whichever is lower, the damaged building on the same location.

Deductible

The above section of the insurance policy is replaced by the following, but solely for the purpose of this endorsement:

The deductible is the amount of the insured loss that you must assume. This amount is written on the Coverage Summary.

The deductible applies at all times despite anything to the contrary in the insurance policy. The deductible applies before any limit.

All terms and conditions of the insurance policy not amended by this endorsement continue to apply.

Water Damage – Above Ground Water and Weight of Ice, Snow or Sleet (Endorsement 42)

This endorsement amends the insurance policy to which it is attached. The location to which this endorsement applies is indicated on the Coverage Summary.

Property Damage Coverages

Insured Perils

We insure sudden and accidental loss or damage to insured property caused directly by:

- Water from escape, overflow or backing up of eavestroughs, downspouts or rainwater leaders.
- Rain, snow, melting snow or melting ice entering or seeping in through the roofs or walls of the building, or an opening therein, including doors and windows.
- The weight of ice, snow or sleet.

Extensions of Coverage

Outdoor Plants

The following precision is added to the above coverage in your insurance policy, but solely for the purpose of this endorsement:

The perils covered by this endorsement are not in addition to those covered under the Extension of Coverage – Outdoor plants.

Exclusions

The following exclusions are added to the insurance policy, but solely for the purpose of this endorsement:

We do not insure:

- Loss or damage caused directly or indirectly by a peril insured under this endorsement which occurs when a flood reaches the surface of the ground on the **premises**. This exclusion applies

whether the loss or damage arises before, during or after the arrival of this flood on the **premises**.

For the purpose of this endorsement, "flood" includes waves, tides, tidal waves, tsunamis, seiches, dam breaks and the rising or overflow of any stream of water or body of water, whether natural or man-made.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage.

- Continuous or repeated loss or damage, whether or not you were aware of such loss or damage.

- Loss or damage which occurs while the dwelling is under construction or **vacant**, even if we agreed to maintain this insurance policy for during the construction or vacancy period.

This exclusion applies from the date construction begins or the date the dwelling becomes **vacant**.

- Loss or damage caused to wind turbines.

All other exclusions of the insurance policy not amended by this endorsement continue to apply, including the following exclusions:

We do not insure:

- Loss or damage caused by water from escape, overflow or backing up of:

- subsoil drainage pipes (French drains);
- sewer connections;
- sewers;

- septic tanks, drain fields or other wastewater treatment systems;

- ditches;

- sumps, **retention tanks** or **holding ponds**.

- Loss or damage caused by ground or surface water, including if it enters or seeps into the building.

- Loss or damage caused directly or indirectly by earthquake, volcanic eruption, avalanche, landslide, subsidence, tidal wave, tsunami, seiche or soil erosion.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage.

All terms and conditions of the insurance policy not amended by this endorsement continue to apply.

Fire, Explosion and Smoke Damage Resulting From an Earthquake (Endorsement 22b)

This endorsement amends the insurance policy to which it is attached. The location to which this endorsement applies is indicated on the Coverage Summary.

Property Damage Coverages

Definitions

The above section of the insurance policy is amended as follows, but solely for the purpose of this endorsement:

Earthquake means any seismic event, whether natural or man-made, that causes ground movement. Ground movement includes avalanche, subsidence, landslide, volcanic eruption or any other ground movement directly resulting from a seismic event.

All earthquakes which occur within 168 consecutive hours commencing during the policy period will be considered as one **occurrence**.

This 168-hour period begins with the first loss or damage caused to the insured property, while this endorsement is in effect.

Insured Perils

You are insured for direct physical loss or damage to the property caused by fire, explosion or smoke which results from an **earthquake**, subject to the exclusions and conditions of your insurance policy.

Exclusions

The following exclusions are added to the insurance policy, but solely for the purpose of this endorsement:

We do not insure:

- loss or damage caused directly or indirectly by a seiche, tidal wave or tsunami.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage.

- loss or damage caused by your failure to use all reasonable means to save and preserve the property.

Loss or damage caused by an **earthquake** occurring before this endorsement is effective or after its expiration.

- loss or damage caused directly or indirectly by "flood".

"Flood" includes waves, tides, tidal waves, tsunamis, seiches, dam breaks and the rising or overflow of any stream of water or body of water, whether natural or man-made.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage.

- loss or damage caused directly or indirectly by impact of water-borne objects, including ice.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage.

All terms and conditions of the insurance policy not amended by this endorsement continue to apply.

Earthquake (Endorsement 22a)

This endorsement amends the insurance policy to which it is attached. The location to which this endorsement applies is indicated on the Coverage Summary.

Property Damage Coverages

Definitions

The above section of the insurance policy is amended as follows, but solely for the purpose of this endorsement:

Earthquake means any seismic event, whether natural or man-made, that causes ground movement. Ground movement includes avalanche, subsidence, landslide, volcanic eruption or any other ground movement directly resulting from a seismic event.

All earthquakes which occur within 168 consecutive hours commencing during the policy period will be considered as one **occurrence**.

This 168-hour period begins with the first loss or damage caused to the insured property when this endorsement is in effect.

Insured Perils

You are insured for direct physical loss or damage to insured property caused by an **earthquake**, including ensuing damage caused by fire, explosion or smoke, subject to the exclusions and conditions of your insurance policy.

Extensions of Coverage

For the purpose of this endorsement, the only extensions of coverage that apply are the following:

- Debris Removal;
- Property Removed From the **Premises** as a Precaution;
- Fire Department Charges;
- Change of Temperature.

These extensions are described in the Property Damage Coverages section of your insurance policy.

Exclusions

The following exclusions are added to the insurance policy, but solely for the purpose of this endorsement:

We do not insure:

- loss or damage caused directly or indirectly by a seiche, tidal wave or tsunami.
- loss or damage caused by your failure to use all reasonable means to save and preserve the property.
- loss or damage caused by an **earthquake** occurring before this endorsement is effective or after its expiration.
- loss or damage caused directly or indirectly by flood.

"Flood" includes waves, tide, tidal waves, tsunamis, seiches, dam breaks and the rising or overflow of any stream of water or body of water, whether natural or man-made.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage.

- loss or damage caused directly or indirectly by impact of water-borne objects, including ice.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage.

Basis of Settlement

Deductible

The above section of the insurance policy is replaced by the following, but solely for the purpose of this endorsement:

The deductible is the amount of the insured loss that you must assume. This amount is written on the Coverage Summary.

The deductible applies at all times, including to the Extensions of Coverage insured under this endorsement, despite anything to the contrary in the insurance policy. In addition, it applies before any limit.

However, the deductible does not apply to the **Coverage D – Additional Living Expense and Fair Rental Value**.

All terms and conditions of the insurance policy not amended by this endorsement continue to apply.

Enhanced Value Protection (Endorsement 25v)

This endorsement amends the insurance policy to which it is attached. The location to which this endorsement applies is indicated on the Coverage Summary.

Property Damage Coverages

Coverage D – Additional Living Expense and Fair Rental Value

The above section of the insurance policy is amended as follows, but solely for the purpose of this endorsement:

The maximum indemnity period is increased by this endorsement. This indemnity period is written on the Coverage Summary.

Extensions of Coverage

The above section of the insurance policy is amended as follows, but solely for the purpose of this endorsement:

• Animals

This coverage is amended as follows:

The maximum amount payable is increased to \$5,000.

• Credit or Debit Cards and Forgery

This coverage is amended as follows:

For coverages (a) and (b) combined, the maximum amount payable is increased to \$25,000.

For coverages (c) and (d) combined, the maximum amount payable is increased to \$10,000.

This coverage is also amended by the addition of the following:

If a suit is brought against you, we will pay, in addition to the amounts stated above, reasonable legal fees and court costs incurred for your defence, provided we have given prior consent to defend you in that suit.

• Debris Removal

This coverage is amended as follows:

The 5% limit is removed.

• Fire Department Charges

This coverage is amended as follows:

The maximum amount payable for this coverage does not apply.

• Funeral Monuments and Urns

This coverage is amended as follows:

The maximum amount payable is increased to \$15,000.

• Income Benefit

This coverage is added to this insurance policy:

If your dwelling or **detached private structure**, or a part thereof, is unfit for use following an insured **occurrence** by this insurance policy, we will pay an income benefit.

We cover the person named as **Insured** on the Coverage Summary or his or her **spouse**, if he or she must miss work after an **occurrence** as a result of the claim settlement procedure, up to a maximum amount of \$250 a day, for a maximum

of 20 days. This settlement is based on the person's net income.

• Interior Decorator

This coverage is added to this insurance policy:

We will pay the costs of the services provided by a qualified interior decorator or interior designer as required for the repair or replacement of property damaged by an insured **occurrence** under this insurance policy and resulting in damages of \$50,000 or more.

A qualified interior decorator or interior designer is someone who has a certificate, diploma or degree in interior decorating or interior design.

We will pay a maximum amount of \$5,000.

• Lock Replacement, Rekeying or Repair

This coverage is amended as follows:

The maximum amount payable is increased to \$4,000.

The condition requiring that the keys to your automobile be lost or stolen at the same time as the keys to your dwelling does not apply.

• Loss of Computer Data

This coverage is amended as follows:

The maximum amount payable is increased to \$6,000.

• Mortgage Rate Protector

This coverage is added to this insurance policy, for homeowners and condominium unit owners only:

If the insured dwelling is completely destroyed by a peril covered by this insurance policy, we insure the financial loss caused by any increase in the interest rate on the mortgage loan taken out to purchase the insured dwelling.

This coverage only applies:

- if your financial institution requests full payment of your mortgage; and
- for the duration of your old mortgage term until its expiry; and
- to any increase resulting from the new mortgage at a competitive rate of interest.

The indemnity will be paid monthly and will cease if title or interest in the **premises** is relinquished.

We will also pay for legal fees charged to obtain the new mortgage, excluding costs resulting from judgments or service charges.

We will pay this indemnity in addition to the amounts of insurance which are written on the Coverage Summary.

• Outdoor Plants

This coverage is amended as follows:

The maximum amount payable per tree, shrub or plant is increased to \$1,000. This amount in-

cludes expenses to remove from the premises debris from the damaged plants.

However, for homeowners only, in the event of loss or damage caused to plants located outdoors, on the **premises**, by windstorm, hail or the weight of ice, snow or sleet, we will only pay the expenses to remove the debris from the damaged plants, up to \$5,000 for all such expenses.

• Property Located Away From the Premises

This coverage is amended as follows:

The territorial limit is removed.

The maximum amount payable is increased by this endorsement. This amount is written in the Special Limits section of the Coverage Summary.

However, in the event of an **occurrence** covered by another insurance policy, we will not pay more than \$2,000 for the application of a deductible.

• Property of a Relative Under the Legal Custody of the Insured

This coverage is amended as follows:

The maximum amount payable is increased by this endorsement. This amount is written in the Special Limits section of the Coverage Summary.

• Property When Moving to Another Residence

This coverage is amended as follows:

The coverage period is increased to 45 consecutive days.

• Safety Deposit Box

This coverage is added to this insurance policy:

We cover insured property while it is in a safety deposit box located in a financial institution.

We will pay a maximum amount of \$15,000.

The property is insured solely against the perils covered by this insurance policy.

• Soil Decontamination

This coverage is replaced by the following, for homeowners only:

When the soil of the **premises** is contaminated by a **pollutant** (including fuel oil) as the result of an insured peril, we will pay the necessary decontamination expenses.

These expenses include the cost of necessary excavation and backfill work, including removal of the contaminated soil from the **premises**.

We will pay a maximum amount of \$25,000.

Basis of Settlement

The above section of the insurance policy is amended as follows, but solely for the purpose of this endorsement:

Property Damage and Liability Coverages – Endorsement

Deductible

In the event of an insured **occurrence** by this insurance policy and resulting in damages of \$50,000 or more, we will waive the deductible when settling the loss, unless this insurance policy contains provisions to the contrary.

Such provisions are contained in the following endorsements:

- Water Damage – Ground Water and Sewer Back-Up (excluding flood caused by the overflow of a body of water) (Endorsement 16c or 16ct);
- Flood Caused by the Overflow of a Body of Water (Endorsement 16d or 16dt);
- Sewer Back-Up (Endorsement 16e or 16et);
- Earthquake (Endorsement 22a or 22at).

Dwelling and Detached Private Structures

(applicable to homeowners only)

For loss or damage sustained by property insured under Coverage A – Dwelling, an additional option is available to you as a basis of settlement:

- **Option – Replacement Cost with No Obligation to Rebuild**

This option does not apply to detached private structures.

If you decide not to replace your dwelling, you will still be eligible for Option 1 – Repair or Replacement Cost.

We will pay the cost of repair or replacement, whichever is lower, up to the rebuilding cost of the dwelling which is written in brackets for Coverage A on the Coverage Summary or up to the amount of insurance for Coverage A, as the case may be. The cost of repair or replacement will be calculated as of the date of the loss or damage and based on materials of similar quality as the materials in place prior to the loss or damage.

The amount of insurance paid will not take into account depreciation.

However, for the purpose of this endorsement, the Option – Guaranteed Repair or Replacement Cost (Endorsement 17) will not apply.

Personal Property

For loss or damage sustained by property insured under Coverage C – Personal Property (Contents), an additional option is available to you as a basis of settlement:

- **Option – Replacement Cost with No Obligation to Repair or Replace**

If you decide not to repair or replace your personal property, you will still be eligible for Option 1 – Repair or Replacement Cost.

We will pay the cost of repair or replacement, whichever is lower. The cost of repair or replacement will be calculated as of the date of the loss or damage and based on property of like kind and quality.

The amount of insurance paid will not take into account depreciation.

Liability Coverages

Coverage F – Voluntary Medical or Funeral Payments

The above coverage in the insurance policy is amended as follows, but solely for the purpose of this endorsement:

The maximum amount payable is increased by this endorsement. This amount is written on the Coverage Summary.

All terms and conditions of the insurance policy not amended by this endorsement continue to apply.

SPECIMEN