

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 homeowner, 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 dwelling, detached private structures and personal property. It also insures any additional living expense or fair rental value loss incurred by you if an insured occurrence makes your dwelling or part of the dwelling rented to others 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 (General Conditions in Quebec) 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 the premises;
- 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 the dwelling or its detached private structures;
- When the dwelling becomes vacant;
- Any addition of a swimming pool or hot tub.

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 the 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.

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), micro-controller, 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** 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 toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any fungi or **spores** or resultant mycotoxins, allergens or pathogens.

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, on the **premises**.

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) Premises located within the lot lines of the dwelling described on the Coverage Summary.
- (b) 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 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 or has entered into a civil union (in Quebec) 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.

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**.

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 blanket amount of insurance which is written on the Coverage Summary represents the total for Coverages A, B, C and D.

Upon renewal of the insurance policy, we will automatically increase the blanket amount of insurance which is written on the Coverage Summary according to inflation.

Coverage A – Dwelling

- (1) We insure the dwelling described on the Coverage Summary and the structures in contact with the dwelling, as well as appliances, furniture and equipment forming part thereof.
- (2) When the following are located on the **premises**, we insure:
 - (a) Swimming pools and hot tubs, located inside your dwelling, and their equipment.
 - (b) Permanently installed outdoor installations, including fences.
 - (c) Temporary outdoor installations, whether assembled or not, including car shelters.
 - (d) Materials and supplies intended for use in construction, alteration or repair of the dwelling, attached structures, **detached private structures** or outdoor installations.
 - (e) Docks.
- (3) When the following are located on an adjacent site, meaning a location in contact with the **premises**, we insure:
 - (a) Building fixtures and fittings, removed from the **premises** for repair or seasonal storage.
 - (b) Materials and supplies intended for use in construction, alteration or repair of the dwelling, attached structures, **detached private structures** or outdoor installations.
 - (c) Docks located on dry land or installed along the shore of the **premises**.
- (4) When the following are not located on the **premises** nor on an adjacent site, we insure:
 - (a) Building fixtures and fittings, removed from the **premises** for repair or seasonal storage.
 - (b) Only when in transit, materials and supplies intended for use in construction, alteration or repair of the dwelling, attached structures, **detached private structures** or outdoor installations.

Limitation for Wind Turbines

We will pay a maximum amount of \$5,000 for loss or damage caused by an insured peril 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 B – Detached Private Structures

We insure **detached private structures** that are located on the **premises**.

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 the insurance policy, we insure:

(1) Property Located on the Premises

When the following are located on the **premises**:

- (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, personal property that is usual to a dwelling and that belongs to others, while such property is in your possession and located on a portion of the **premises** which you occupy.

(2) Property Temporarily Away From the Premises

When the following are temporarily away from the **premises**:

- (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.

Coverage D – Additional Living Expense and Fair Rental Value

(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**.
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.

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 the dwelling or its **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**.
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.

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 blanket amount of insurance which is written on the Coverage Summary.
- (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 your dwelling 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) By-Laws

We insure the following losses or expenses arising directly from the enforcement of any by-law, regulation, ordinance or law that regulates zoning or the demolition, repair, replacement

or rebuilding of the dwelling described on the Coverage Summary:

- (1) The loss caused by the demolition of any part of the dwelling not damaged by the **occurrence**.
- (2) The cost of tearing out and removing debris from any part of the dwelling not damaged by the **occurrence**.
- (3) Any increase in the cost to repair, replace or rebuild the dwelling damaged by the **occurrence**.

This coverage applies subject to the following conditions:

- (a) The dwelling must be a total loss following an insured **occurrence**.
- (b) The loss or expense must be attributable to compliance with the minimum requirements of by-laws, regulations, ordinances or laws in effect as of the time of the loss or damage.
- (c) The dwelling must be repaired, replaced or rebuilt.
- (d) Repair, replacement or rebuilding must be done at the same location.

However, if due to the enforcement of any by-law, regulation, ordinance or law, the repair, replacement or rebuilding cannot be done at the same location, we authorize rebuilding on an adjacent site.

- (e) Materials used to repair, replace or rebuild must:
- meet the minimum requirements of by-laws, regulations, ordinances or laws in effect as of the time of the loss or damage; or
 - be of like quality to those which existed prior to the loss or damage, when such materials meet the minimum requirements of the by-laws, regulations, ordinances or laws in effect as of the time of the loss or damage.

- (f) Repair, replacement or rebuilding must be done within a reasonable time after the loss or damage.

- (g) The occupancy of the repaired, replaced or rebuilt dwelling must be the same as prior to the loss or damage.

We will pay up to an additional 5% of the blanket amount of insurance which is written on the Coverage Summary.

Option 1 – Repair or Replacement Cost will apply to this coverage.

The Option – Guaranteed Repair or Replacement Cost will not apply to the calculation of the amount payable under this coverage.

The amount payable will be determined based on the cost to repair or rebuild the dwelling, whichever is lower.

(4) 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.

(5) 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.

(6) Debris Removal

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

- (a) Remove from the **premises** 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** 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.

(7) Emergency Removal Expenses

For mobile homes only, we will pay any reasonable expenses to remove the building to protect it should it be endangered by an insured peril.

(8) 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 your dwelling is located, has responded to the **premises** owing to an insured **occurrence**.

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

This amount is payable in addition to the blanket amount of insurance which is written on the Coverage Summary.

(9) **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.

(10) **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.

(11) **Lawyer Fees (Notary Fees in Quebec), Surveyor Fees or Architect Fees**

We will pay for lawyer (or, in Quebec, notary) fees, surveyor fees or architect fees necessarily incurred when an insured building must be completely rebuilt following an insured **occurrence**.

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

This amount is payable in addition to the blanket amount of insurance which is written on the Coverage Summary.

(12) **Lock Replacement, Rekeying or Repair**

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

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 dwelling.

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

The deductible does not apply to this coverage.

(13) **Loss of Computer Data**

We insure loss of computer **data** caused directly by an insured peril.

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.

(14) **Outdoor Plants**

We insure loss or damage caused directly to trees, shrubs, plants and lawns located outdoors, on the **premises**, 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** debris from the damaged plants.

However, the amount payable for all trees, shrubs, plants and lawns shall not be greater than 2.5% of the blanket amount of insurance which is written on the Coverage Summary.

(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 the application of:

- Paragraph (10) of the Property Excluded section (which relates to property usually located elsewhere than the dwelling described on the Coverage Summary); or
- 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:

- The property is not covered by any other insurance policy.
- 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**, we cover the insured personal property removed from the **premises** as a precaution to protect it from further loss or damage.

This coverage applies subject to the following conditions:

- The property is insured solely against the perils covered by this insurance policy.
- 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.

This coverage applies subject to the following conditions:

- The property is not covered by any other insurance policy.
- The property is insured solely against the perils covered by this insurance policy.
- 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.
- 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) **Soil Decontamination**

When the soil of the **premises** is contaminated by a **pollutant** (including fuel oil) as a 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**.

In the event of contamination by **pollutants** other than fuel oil, we will pay a maximum amount of \$10,000.

In the event of contamination by fuel oil, we will pay a maximum amount of \$25,000.

(20) **Tear Out and Repair**

We will pay the cost of tearing out and repairing any interior parts of the building 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.

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.
- (13) (a) Hot tubs or swimming pools installed outside your dwelling and their equipment, regardless of where the equipment is located.
(b) Uninstalled hot tubs or swimming pools and their equipment, wherever located.
(c) Patios and decks not attached to your dwelling and giving direct access to hot tubs or swimming pools.
(d) Sidewalks which surround the inground swimming pools and are essential to their installation.
- (14) (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 you own 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, B, 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, except as insured under the Extension of Coverage – By-Laws.

(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 the 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 the 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 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 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 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 your dwelling.

- (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 your 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 dwelling 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 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**

- (a) We do not insure loss or damage caused directly or indirectly by lifting or relocating your dwelling 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.

- (b) We do not insure loss or damage:

- caused directly or indirectly by lifting or relocating your mobile home or its **detached private structures**;
- occurring while the jacks or levelers for your mobile home have been removed and while utility hook-ups have been disconnected.

However, this exclusion (b) does not apply if the mobile home must be moved in an emergency to protect it against an insured peril.

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.

(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 resulting from loss or damage caused by such animals;
- building glass.

(16) **Loss or Damage Caused by a Pollutant**

We do not insure:

- (a) 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.

We also insure loss or damage caused directly to insured property by an insured peril resulting from such discharge, dispersal, release or escape.

- (b) 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**;
- any tank, apparatus or supply line that you own or that is in your care, custody or control, wherever located.

Exclusion (b) above 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 when such discharge, dispersal, release or escape results from a fire or explosion.

We also insure loss or damage caused directly to insured property by an insured peril resulting from such discharge, dispersal, release or escape.

(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 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 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.

However, we insure loss or damage caused directly to insured property by an insured peril 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 dwelling under construction on the **premises**.

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 dwelling is ready to be occupied.

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

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 your dwelling 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 dwelling becomes **vacant**.

(26) Use of Premises

We do not insure loss or damage that occurs while all or part of the **premises**, including your dwelling or **detached private structures**, 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 your dwelling 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 your 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 (a) applies from the date construction begins or the date the dwelling 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 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 your dwelling.

- (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.

- (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.

- (f) Loss or damage caused by water while your dwelling 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 dwelling 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 (General Conditions in Quebec) 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 amount of insurance. Any payment for loss or damage will not reduce the amount 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 Amount of Insurance (Inflation Related)

In the case of an insured **occurrence**, we will automatically increase the amount of insurance which is written on the Coverage Summary according to the inflation increase since the most recent change to this amount.

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 Detached Private Structures

For loss or damage sustained by property insured under Coverage A – Dwelling or Coverage B – **Detached Private Structures**, 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.

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 or Coverage B – **Detached Private Structures**:

- (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.

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.

Guaranteed Repair or Replacement Cost (Endorsement 17)

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

Basis of Settlement

The above section of the insurance policy is amended as follows, but solely for the purpose of this endorsement.

Dwelling and Detached Private Structures

For loss or damage sustained by your dwelling, an additional option is available to you as a basis of settlement:

- **Option – Guaranteed Repair or Replacement Cost**

This option does not apply to **detached private structures**.

If the following conditions are met, and regardless of the applicable amount of insurance, we will pay the cost, as of the date of the loss or damage, to repair your dwelling or replace it, whichever is lower:

- (a) The replacement cost of the dwelling which is written in brackets on the Coverage Summary for Coverage A, must be equal to 100% of

the cost as determined by a valuation guide acceptable to us.

- (b) You must notify us within 30 days of the start of any additions or alterations which increase the replacement cost of your dwelling by \$15,000 or more.
- (c) Repair or replacement must be made on the same location as the damaged building.
- (d) Materials used to repair or rebuild must be of similar quality as the materials in place prior to the loss or damage.
- (e) Repair or replacement must be done within a reasonable time after the loss or damage.
- (f) 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.

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

If this endorsement applies, the maximum amount payable for Coverages B, C and D and the Extensions of Coverages combined corresponds to the difference between:

- the blanket amount of insurance which is written on the Coverage Summary;

and

- the replacement cost of the dwelling which is written in brackets on the Coverage Summary for Coverage A.

All terms and conditions of the insurance policy not amended by this endorsement continue to apply.

SPECIMEN

Replacement Cost with No Obligation To Rebuild in Case of a Total Loss (Endorsement 50)

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

Basis of Settlement

The above section of the insurance policy is amended as follows, but solely for the purpose of this endorsement.

Dwelling and Detached Private Structures

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 in Case of a Total Loss**

This option does not apply to detached private structures.

If you decide not to replace your dwelling following a total loss, you will still be eligible for Option – Repair or Replacement Cost, subject to the replacement cost of the dwelling which is written in brackets on the Coverage Summary for Coverage A.

The replacement cost must be based on materials of similar quality as the materials in place prior to the loss or damage.

However, for the purpose of this endorsement, the Option – Guaranteed Repair or Replacement Cost will not apply.

All terms and conditions of the insurance policy not amended by this endorsement continue to apply.

SPECIMEN

Actual Cash Value – Farm Buildings and Other Described Buildings (Endorsement 65f)

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**Basis of Settlement**

The above section of the insurance policy is modified as follows, but solely for the purpose of this endorsement:

Dwelling and Detached Private Structures

The Dwelling and **Detached Private Structures** Basis of Settlement clause contained in this insurance policy is replaced by the following, for all farm buildings and any other building(s) described on the Coverage Summary for this endorsement:

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.

All terms and conditions of the insurance policy not amended by this endorsement continue to apply.

SPECIMEN

Liability Coverages

Insuring Agreement

We provide you 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 (General Conditions in Quebec) 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 the premises;
- 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 the dwelling or its detached private structures;
- When the dwelling becomes vacant;
- Any addition of a swimming pool or hot tub.

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 the 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.

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), micro-controller, 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** 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 toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any fungi or **spores** or resultant mycotoxins, allergens or pathogens.

Insured has the same meaning as in the Property Damage Coverages section of the 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 the 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:

- 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 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 the insurance policy.

(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 (in Quebec) 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.

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**.

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 the 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 the 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 the 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:

- (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 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 the 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 rental 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**.
- (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.

Coverage F – Voluntary Medical or Funeral Payments

The amount of insurance which is written on the Coverage Summary for Coverage F is the maxi-

mum 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 the 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 the 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 the 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 the 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 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
(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** 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** 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**;
- 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 the 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 the insurance policy while it is:

- Used for carrying passengers or property for **remuneration**.
- 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.
- Used in any race or speed test or skill test.
- Rented to others.
- 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 the 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.

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 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.

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 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 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 date 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 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 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.

Exclusion of Damage to the Roof Caused by Wind or Hail (Endorsement 49)

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 following definition is added to the insurance policy:

Roof means any material installed above the roof decking.

Exclusions

This endorsement deletes coverage for damage to the **roof** of the dwelling, structures in contact with the dwelling, and detached private structures, caused by wind or hail.

All terms and conditions of the insurance policy not amended by this endorsement continue to apply.

SPECIMEN

Amended Basis of Settlement for Roof Damage Caused by Wind or Hail (Endorsement 53)

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 by the addition of the following definition, but solely for the purpose of this endorsement: Roof means any material installed above the roof decking.

Basis of Settlement

The above section of the insurance policy is amended as follows, but solely for the purpose of this endorsement:

Dwelling and Detached Private Structures

In the event of damage to the **roof** caused by wind or hail, we will pay the cost, as of the date of the loss or damage, to repair or replace, whichever is lower, the portion(s) of the **roof** that have been damaged, including all related labour expenses, using materials of similar quality as the materials in place prior to the loss or damage, in accordance with the following table:

Age of the roof of the dwelling or detached private structure on the date of the occurrence	Percentage of depreciation to be applied to the repair or replacement cost and all related labour expenses, by roof surface material type					
	Asphalt Composition	Asphalt Composition (Class 4 impact resistant)	Metal, Clay, Concrete, Fiberglass, Plastic, Slate, Steel Tile, Copper/Zinc Sheets	Wood Shingles (including Cedar)	Membrane, Tar with or without Gravel	Other
Less than 15 years	0%	0%	0%	0%	0%	0%
15 years	45%	45%	30%	30%	40%	65%
Additional annual percentage of depreciation to be added after 15 years	3%	1%	2%	3%	2%	5%

The maximum depreciation applicable is 75%.

We shall pay you any amount as determined by the terms of this endorsement, whether or not the damaged portion(s) of the **roof** are repaired or replaced.

The terms of this endorsement shall apply and prevail, even if the insurance policy includes the Option – Guaranteed Repair or Replacement Cost.

All terms and conditions of the insurance policy not amended by this endorsement continue to apply.

Amended Basis of Settlement for Damage Caused by Wind or Hail (Endorsement 53)

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 modified by the addition of the following definitions, but solely for the purpose of this endorsement:

Resilient material means a wind or hail impact resistant material, limited to the following:

- **Roof:** class 4 impact resistant asphalt shingles;
- **Siding:** steel, fibrocement, concrete, brick and stone.

Roof means any material installed above the roof decking.

Side means the surface that limits the dwelling on its four orientations, identified as left, right, back and front as viewed from the street. A side is considered as one whether or not the orientation is continued or interrupted by a change in material or angle. The dwelling is composed of a maximum of four sides.

Extensions of Coverage

The above section of the insurance policy is modified by the addition of the following coverages, but solely for the purpose of this endorsement:

Roofing Damage Prevention or Mitigation Measure

Following loss or damage to the **roof** of your dwelling, we will pay for expenses incurred by you to replace your entire roofing material with a **resilient material**.

We will pay a maximum of \$2,500 for this coverage. This amount is payable in addition to the amount of insurance of the applicable coverage.

Siding Damage Prevention or Mitigation Measure

Following loss or damage to the siding of your dwelling, we will pay for expenses incurred by you to replace the entire siding material on at least one **side** of your dwelling with a **resilient material**.

We will pay a maximum of \$1,000 per **side** and a maximum of \$4,000 for this coverage. This amount is payable in addition to the amount of insurance of the applicable coverage.

Conditions

These coverages for Roofing and Siding Damage Prevention or Mitigation Measures apply solely to the dwelling and are subject to the following conditions:

- (a) The loss or damage must be covered by this insurance policy;
- (b) The **resilient material** must be installed by a certified professional;

- (c) The postal code of the location address insured by this insurance policy, where your dwelling is located, must begin with one of the following three-digit combinations in the province of Alberta:

T0C, T0L, T0M, T1L, T1S, T1V, T1W, T1X, T1Y, T1Z, T2A, T2B, T2C, T2E, T2G, T2H, T2J, T2K, T2L, T2M, T2N, T2P, T2R, T2S, T2T, T2V, T2W, T2X, T2Y, T2Z, T3A, T3B, T3C, T3E, T3G, T3H, T3J, T3K, T3L, T3M, T3N, T3P, T3R, T3S, T3T, T3Z, T4A, T4B, T4C, T4E, T4G, T4H, T4J, T4K, T4L, T4M, T4N, T4P, T4R, T4S, T4T, T7A, T9A.

Basis of Settlement

The above section of the insurance policy is modified as follows, but solely for the purpose of this endorsement:

Dwelling and Detached Private Structures

In the event of loss or damage to the **roof** or siding of your dwelling or **detached private structure** caused by wind or hail, we will pay based on the cost to repair or replace, whichever is lower, the portion(s) of the **roof** or siding that have been damaged, including all related labour expenses, using materials of similar quality as the materials in place prior to the loss or damage, less any depreciation, in accordance with the table below.

The maximum depreciation applicable is 75%.

We shall pay you any amount as determined by the terms of this endorsement, whether or not the damaged portion(s) of the **roof** or siding are repaired or replaced.

The terms of this endorsement shall apply and prevail, even if the insurance policy includes the Option – Guaranteed Repair or Replacement Cost.

Deductible

The deductible for wind or hail applies at all times despite anything to the contrary in the insurance policy.

In the event of loss or damage caused by wind or hail, we will decrease the deductible amount written on the Coverage Summary for wind or hail according to the following conditions:

- (a) The postal code of the location address insured by this insurance policy, where your dwelling is located, must begin with one of the previously listed three-digit combinations;
- (b) A 75% decrease if your dwelling is fully resilient;
- (c) A 50% decrease if your dwelling is partially resilient;

For the purpose of this basis of settlement:

"fully resilient" means where the **roof** and all **sides** of your dwelling are entirely made of a **resilient material**;

"partially resilient" means where the **roof** and at least two **sides** of your dwelling are entirely made of a **resilient material**.

All terms and conditions of the insurance policy not amended by this endorsement continue to apply.

Description of the material	Age of roof or siding of dwelling or detached private structures on the date of occurrence at which the beginning of depreciation will apply	% of depreciation applied to the repair or replacement cost and all related labour expenses	
		Beginning depreciation	Additional % added each year after
Roof			
Asphalt Composition, Membrane	10 years	30%	3%
Asphalt Composition (Class 4 Impact Resistant Shingles)	20 years	40%	2%
Metal, Clay, Concrete, Fiberglass, Plastic, Slate, Steel, Tile, Copper or Zinc	10 years	20%	2%
Wood Shakes or Shingles	10 years	30%	3%
Tar with or without Gravel	6 years	48%	8%
Other Material	20 years	40%	2%
Siding			
Aluminum, Vinyl, Wood, Wood Fibre	10 years	2%	2%

Water Service Pipe Breakage (Endorsement 51)

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

For the purposes of this endorsement, **water service pipe** means water supply piping belonging to the **Insured**, located between the connection point to a water source and the first shut-off valve inside the building.

Amount of Insurance

The amount of insurance for this endorsement is written on the Coverage Summary.

This amount of insurance is the maximum we will pay for this endorsement.

Extensions of Coverage

Tear out and Repair – Water Service Pipe

The following extension of coverage is added to the insurance policy, 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 **water service pipe**,

in the event of breakage or malfunction of the **water service pipe** provided that no damage has been sustained to insured property.

If trees, shrubs, plants or lawns located outdoors, on the **premises**, are damaged during tear out or repair, the amount payable for these expenses cannot exceed the limits set out in the insurance policy under the Extension of Coverage – Outdoor Plants.

Exclusions

The following exclusion is added to the insurance policy, but solely for the application of this endorsement:

We do not insure the cost of tearing out and repairing property as needed to allow repairs to be made to the **water service pipe**, in the event of breakage or malfunction of the **water service pipe** 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**.

All other exclusions of the insurance policy not amended by this endorsement continue to apply, including the following exclusion:

- We do not insure 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.

All terms and conditions of the insurance policy not amended by this endorsement continue to apply.

SPECIMEN

Water Service Line and Sewer Line Breakage (Endorsement 51)

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 by the addition of the following definitions, but solely for the purpose of this endorsement:
Sewer line means the part of the exterior sewer line owned by the Insured , that connects from the exterior of the dwelling to a public sewer system or private septic tank.
Water service line means the part of the water supply line owned by the Insured , that connects from the exterior of the dwelling to a water source.

Amount of Insurance

The amount of insurance for this endorsement is written on the Coverage Summary.

This amount of insurance is the maximum we will pay for all coverages under this endorsement.

Extensions of Coverage

Tear out and Repair – Water Service Line and Sewer Line

The following extension of coverage is added to the insurance policy, 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 **water service line**

or **sewer line**, following a leak, break, tear, rupture or collapse of one of these lines, caused by a peril insured by this endorsement.

We insure direct physical loss or damage to the **water service line** or **sewer line**, located on the insured **premises**, following a leak, break, tear, rupture or collapse of one of these lines, caused by a peril insured by this endorsement.

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.

Exclusions

Solely with respect to the coverage provided under this endorsement, the following exclusions of the policy do not apply:

- Defects;
- Faulty Material or Workmanship;
- Gradual Damage;
- Settling.

All other exclusions of the insurance policy not amended by this endorsement continue to apply.

In addition, the following exclusions are added to the insurance policy, but solely for the purpose of this endorsement:

1. Building Under Construction or Vacant

We do not insure loss or damage caused, or cost incurred, while the dwelling is under construction or

vacant, even if we have 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**.

2. Pollutants

We do not insure loss or damage caused directly or indirectly by the treatment, removal, recovery or disposal of **pollutants** or hazardous material.

3. Swimming Pools and Hot Tubs

We do not insure the cost of tearing out and repairing outdoor swimming pools or hot tubs, or their equipment.

4. Weeping Tiles or French Drains

We do not insure loss or damage to, or caused by, weeping tiles or French drains.

All terms and conditions of the insurance policy not amended by this endorsement continue to apply.

Exclusion of Water Damage Caused by Water Heaters (Endorsement 47)

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 definition of **premises** is replaced to read as follows, but solely for the application of this endorsement:

Premises means **premises** located within the lot lines of the dwelling described on the Coverage Summary.

Exclusions

This endorsement deletes coverage for water damage caused by the discharge from, or rupture of, water heaters located on the **premises**.

All terms and conditions of the insurance policy not amended by this endorsement continue to apply.

SPECIMEN

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
<p>The above section of the insurance policy is amended as follows, but solely for the purpose of this endorsement:</p> <p>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.</p> <p>All earthquakes which occur within 168 consecutive hours commencing during the policy period will be considered as one occurrence.</p> <p>This 168-hour period begins with the first loss or damage caused to the insured property while this endorsement is in effect.</p>

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.
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.

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.

Escape of Fuel Oil (Endorsement 46b)

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 blanket amount of insurance or, as the case may be, the amount of insurance for each coverage, written on the Coverage Summary, is the maximum we will pay for this endorsement, for all coverages in the Property Damage Coverages section of the insurance policy, including the Extensions of Coverage.

Insured Perils

You are insured against loss or damage to insured property caused directly 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.

Extensions of Coverage

Soil Decontamination

The above coverage in the insurance policy is replaced by the following, but solely for the purpose of this endorsement. However, if the dwelling described on the Coverage Summary is located on a land not owned by the Insured, the following coverage does not apply:

When the soil of the premises is contaminated 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, 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.

However, if trees, shrubs, plants or lawns, located outside on the premises, are damaged during the soil decontamination, the amount payable for the debris removal cannot exceed the limits set out in the Extension of Coverage – Outdoor Plants.

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:

- 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 the insurance policy in force during the construction or vacancy period.

Basis of Settlement

If this endorsement applies, and if the insurance policy is subject to a blanket amount of insurance, the maximum amount payable for Coverages B, C and D and the Extensions of Coverage combined, including the soil decontamination, corresponds to the difference between:

- the blanket amount of insurance which is written on the Coverage Summary;
- and
- the replacement cost of the dwelling which is written in brackets on the Coverage Summary for Coverage A.

All terms and conditions of the insurance policy not amended by this endorsement continue to apply.

Escape of Fuel Oil (Endorsement 46c)

This endorsement amends the insurance policy to which it is attached. The location to which this endorsement applies is indicated on the Coverage Summary.

Liability Coverages

Amount of Insurance

The amount of insurance written on the Coverage Summary for Coverage E – Legal Liability is the maximum we will pay for this endorsement.

Definitions

The definition of "**Premises**" is replaced as follows, but solely for the purpose of this endorsement:

Premises means all premises described on the Coverage Summary in respect of which this endorsement is attached.

Coverages

We will pay all sums which you become legally liable to pay as compensatory damages as result of unintentional **bodily injury** or **property damage**, as well as the resultant loss of use, arising out of the sudden and accidental escape or over-

flow of fuel oil from any tank, apparatus or supply line, that is permanently installed on the **premises**.

Exclusions

The following exclusion is added to the insurance policy, but solely for the purpose of this endorsement:

We do not insure claims arising out of the presence of any tank or equipment that is buried, in whole or in part, underground.

All terms and conditions of the insurance policy not amended by this endorsement continue to apply.

SPECIMEN

Liability Coverage for Described Building under Construction and Employers' Liability (Endorsement 2)

This endorsement amends the insurance policy to which it is attached. The location to which this endorsement applies is indicated on the Coverage Summary.

The Liability Coverages section of the insurance policy is extended as follows.

This endorsement shall be valid until whichever of the following occurs first:

- the end of construction; or
- termination of this insurance policy; or
- 12 months from the date this endorsement was issued.

Liability Coverages

Definitions
<p>The above section of the insurance policy is amended as follows, but solely for the purpose of this endorsement:</p> <p>Premises means land in Canada where you or an independent contractor are building a one-unit to six-unit dwelling for you.</p> <p>Residence employee means any person employed by you, including volunteer workers and the named Insured, in connection with the construction of the dwelling, except persons who are required to contribute under the provisions of any workers' compensation statute or who, as of the date of the accident, are entitled to benefits under any workers' compensation statute.</p>

Coverage E – Legal Liability Employers' Liability

The above coverage of the insurance policy is amended as follows, but solely for the purpose of this endorsement:

For the purpose of this coverage, Employers' Liability is only applicable to any person employed by you, including volunteer workers, during the period of construction of the dwelling, except persons who are required to contribute under the provisions of any workers' compensation statute or who, as of the date of the accident, are entitled to benefits under any workers' compensation statute.

Coverage G – Voluntary Payment for Damage to Property

For the purpose of this endorsement, Coverage G does not apply to claims resulting from the construction of your dwelling.

Coverage H – Voluntary Compensation for Residence Employees

Benefits

The above coverage in the insurance policy is replaced by the following, but solely for the purpose of this endorsement:

"Weekly indemnity" means two-thirds of your **residence employee's** weekly wage as of the date of the accident, but we will not pay more than the amount written on the Coverage Summary for **residence employees**. The wage will be based on the **remuneration** paid to the employee for his or her regular duties at the time of the accident, subject to the provisions of this endorsement.

Special Provision

If this endorsement is terminated at your request, we will retain a minimum premium equal to 100% of the premium charged.

All terms and conditions of the insurance policy not amended by this endorsement continue to apply.

Theft or Vandalism Occurring during Construction of Described Building (Endorsement 10)

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

While the dwelling is under construction, you are insured against:

- loss or damage caused by theft or attempted theft:
 - of any part of the dwelling;
 - of materials and supplies for use in the construction of the described building and located on the **premises** or on an adjacent site;
 - of tools that you own or use located on the **premises** or on an adjacent site.

We will pay a maximum amount of \$10,000 for all of these tools.

Loss or damage to any other property located on the **premises** or an adjacent site is excluded.

- loss or damage caused by vandalism.

Special Provision

If this endorsement is terminated at your request, we will retain a minimum premium equal to 100% of the premium charged.

All terms and conditions of the insurance policy not amended by this endorsement continue to apply.

SPECIMEN

Above Ground or Semi-Inground Swimming Pool (Endorsement 33a)

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 Property

We insure:

- (a) Your swimming pool designed for above ground or semi-inground installation, which is:
 - installed as such outdoors on the **premises**;
 - uninstalled, wherever located.
- (b) The equipment for this swimming pool, wherever located.
- (c) Patios and decks not attached to the dwelling and giving direct access to this swimming pool.

Insured Perils

Subject to the exclusions and limitations of this endorsement, you are insured against all risks of direct physical loss or damage to property insured under this endorsement, which includes loss or damage caused by freezing, thawing and the weight of ice or snow.

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 a building as needed to allow repairs to be made to the installations which caused the loss or damage to insured property, provided such loss or damage is covered by this endorsement.

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.

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, if this coverage is included in the insurance policy.

Exclusions

We do not insure:

• By-Laws

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.

• Communicable Diseases

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.

• Cyber Risk and Data

- (a) 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 the 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) 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) 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 the 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.

• Defects

- (a) 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) 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 a peril insured under this endorsement and resulting from such defect, malfunction or breakdown.

• Earthquake, Erosion and Other Geological Phenomena

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.

• Other Ground Movement

Loss or damage caused by compaction, expansion, settling or any other ground movement attributable to:

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

However, we insure loss or damage caused directly to insured property by freezing or thawing of the ground.

We also insure loss or damage caused directly to insured property by a peril insured under this endorsement and resulting from such ground movement.

• Faulty Material or Workmanship

The cost of correcting faulty material or workmanship.

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

• Flood

Loss or damage caused directly or indirectly by flood.

Property Damage Coverages – 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.

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

- **Glass Breakage**

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 dwelling becomes **vacant**.

- **Gradual Damage**

(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 a peril insured under this endorsement and resulting from such gradual damage.

- **Impact by Water-Borne Objects**

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.

- **Intentional Act or Criminal Act**

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.

- **Loss or Damage Caused by Animals**

Loss or damage caused by vermin, insects, birds, rodents, raccoons and bats.

However, we insure loss or damage to insured property caused directly by a peril insured under this endorsement and resulting from loss or damage caused by such animals.

- **Loss or Damage Caused by a Pollutant**

(a) 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 a peril insured under this endorsement.

We also insure loss or damage caused directly to insured property by a peril insured under this endorsement and resulting from such discharge, dispersal, release or escape.

(b) 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**;
- any tank, apparatus or supply line that you own or that is in your care, custody or control, wherever located.

Exclusion (b) above 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 when such discharge, dispersal, release or escape results from a fire or explosion.

We also insure loss or damage caused directly to insured property by a peril insured under this endorsement and resulting from such discharge, dispersal, release or escape.

- **Marring or Scratching**

Marring or scratching, 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.

- **Nuclear Incident**

(a) 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) 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.

- **Property Being Worked On**

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 a peril insured under this endorsement and resulting from such work.

- **Reactive Minerals**

Loss or damage caused by pyrite, pyrrhotite or any other reactive mineral, whether in the ground, in a structure or in landscaping.

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

- **Rental of Your Dwelling**

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.

- **Settling**

Loss or damage caused to property by settling, expansion, contraction, moving, bulging, buckling or cracking, except where such loss or damage results from a peril insured under this endorsement.

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

- **Terrorism**

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.

- **Theft or Attempted Theft**

Loss or damage caused by theft or attempted theft:

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

(b) Occurring while a dwelling is under construction on the **premises**.

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

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

Exclusion (c) above applies from the date the dwelling becomes **vacant**.

• Use of Premises

Loss or damage that occurs while all or part of the **premises**, including the dwelling or **detached private structures**, 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.

• Vacancy

Loss or damage that occurs after the dwelling 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 endorsement regarding vacancy.

• Vandalism

Loss or damage caused by an act of vandalism:

- (a) Committed 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 (a) applies from the date construction begins or the date the dwelling 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*.

• War

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.

• Water Damage

Loss or damage caused by water 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**.

Basis of Settlement

The above section of the insurance policy is replaced by the following, but solely for the purpose of this endorsement:

Subject to the Statutory Conditions and Additional Conditions (General Conditions in Quebec) of this insurance policy, 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.

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.

Deductible

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

With the exception of the Common Exclusions, all terms and conditions of the insurance policy not amended by this endorsement continue to apply.

Inground Swimming Pool and Hot Tub (Endorsement 33b)

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 Property

We insure:

- (a) Your swimming pool designed for inground installation, which is:
 - installed as such outdoors on the **premises**;
 - uninstalled, wherever located.
- (b) Your hot tub, which is:
 - installed outdoors on the **premises**;
 - uninstalled, wherever located.
- (c) The equipment for this swimming pool or hot tub, wherever located.
- (d) Patios and decks not attached to the dwelling and giving direct access to the swimming pool or hot tub.
- (e) Sidewalks which surround the swimming pool and are essential to its installation.

Insured Perils

Subject to the exclusions and limitations of this endorsement, you are insured against all risks of direct physical loss or damage to property insured under this endorsement, which includes loss or damage caused by freezing, thawing and the weight of ice or snow.

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 a building as needed to allow repairs to be made to the installations which caused the loss or damage to insured property, provided such loss or damage is covered by this endorsement.

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 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, if this coverage is included in the insurance policy.

Exclusions

We do not insure:

• By-Laws

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.

• Communicable Diseases

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.

• Cyber Risk and Data

(a) 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 the 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) 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) 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 the 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.

• Defects

(a) 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) 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 a peril insured under this endorsement and resulting from such defect, malfunction or breakdown.

• Earthquake, Erosion and Other Geological Phenomena

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.

• Other Ground Movement

Loss or damage caused by compaction, expansion, settling or any other ground movement attributable to:

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

However, we insure loss or damage caused directly to insured property by freezing or thawing of the ground.

We also insure loss or damage caused directly to insured property by a peril insured under this endorsement and resulting from such ground movement.

• Faulty Material or Workmanship

The cost of correcting faulty material or workmanship.

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

Property Damage Coverages – Endorsement

• Flood

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.

• Glass Breakage

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 dwelling becomes **vacant**.

• Gradual Damage

(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 a peril insured under this endorsement and resulting from such gradual damage.

• Impact by Water-Borne Objects

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.

• Intentional Act or Criminal Act

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.

• Lifting or Relocating

Loss or damage caused directly or indirectly by lifting or relocating the swimming pool or hot tub.

• Loss or Damage Caused by Animals

Loss or damage caused by vermin, insects, birds, rodents, racoons and bats.

However, we insure loss or damage to insured property caused directly by a peril insured under this endorsement and resulting from loss or damage caused by such animals.

• Loss or Damage Caused by a Pollutant

(a)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 a peril insured under this endorsement.

We also insure loss or damage caused directly to insured property by a peril insured under this endorsement and resulting from such discharge, dispersal, release or escape.

(b)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**;
- any tank, apparatus or supply line that you own or that is in your care, custody or control, wherever located.

Exclusion (b) above 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 when such discharge, dispersal, release or escape results from a fire or explosion.

We also insure loss or damage caused directly to insured property by a peril insured under this endorsement and resulting from such discharge, dispersal, release or escape.

• Marring or Scratching

Marring or scratching, 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.

• Nuclear Incident

(a)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)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.

• Property Being Worked On

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 a peril insured under this endorsement and resulting from such work.

• Reactive Minerals

Loss or damage caused by pyrite, pyrrhotite or any other reactive mineral, whether in the ground, in a structure or in landscaping.

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

• Rental of Your Dwelling

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.

• Settling

Loss or damage caused to property by settling, expansion, contraction, moving, bulging, buckling or cracking, except where such loss or damage results from a peril insured under this endorsement.

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

• Terrorism

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.

• Theft or Attempted Theft

Loss or damage caused by theft or attempted theft:

- (a)Committed by any tenant or member of the tenant's household to property used by them.
- (b)Occurring while a dwelling is under construction on the **premises**.

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

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

Exclusion (c) above applies from the date the dwelling becomes **vacant**.

- **Use of Premises**

Loss or damage that occurs while all or part of the **premises**, including the dwelling or **detached private structures**, 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.

- **Vacancy**

Loss or damage that occurs after the dwelling 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 endorsement regarding vacancy.

- **Vandalism**

Loss or damage caused by an act of vandalism:

- (a) Committed 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 (a) applies from the date construction begins or the date the dwelling 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*.

- **War**

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.

- **Water Damage**

Loss or damage caused by water 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**.

With the exception of the Common Exclusions, all terms and conditions of the insurance policy not amended by this endorsement continue to apply.

SPECIMEN

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.