



Onlia

Onlia Property Insurance Wordings & Endorsements

Includes all types of insurance for primary residences.

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ONLIA HOMEOWNERS POLICY - COMPREHENSIVE FORM

IMPORTANT

Your policy consists of this form, the Certificate of Property Insurance, and any other forms described on the Certificate of Property Insurance.

The Certificate of Property Insurance contains information that is unique to your insurance policy including the coverages you have purchased and the period for which they are provided.

Your policy contains various conditions, exclusions and limitations which eliminate or restrict coverage. Please read your policy carefully. Insurance cannot be a source of profit. It is only designed to indemnify you against actual losses incurred by you or for which you are liable.

"You" and "your" refers to the "insured". "We", "us" and "our" refer to the Company providing this insurance.

Words and phrases that appear in "quotations" have special meanings as defined under DEFINITIONS.

This policy consists of two sections:

SECTION I - PROPERTY COVERAGE describes the insurance on your property. It also includes additional living expenses and fair rental value where applicable.

SECTION II - LIABILITY COVERAGE describes the insurance for your legal liability arising out of unintentional "bodily injury", "personal injury" or "property damage" to others.

AGREEMENT

We provide the insurance described in this policy in return for payment of the premium and subject to the terms, definitions, exclusions and conditions set out.

DEFINITIONS

Unless otherwise stated, the following definitions apply to the entire policy. If a definition applies to **Section II – Liability Coverage only**, it will be so stated.

"Actual Cash Value" means the lesser of the cost of repair or the cost of replacement less any depreciation. In determining depreciation, we will consider the condition immediately before the damage, the resale value, the normal life expectancy and obsolescence.

"Bodily Injury" means bodily injury, sickness, disease, shock, mental anguish, mental injury or death resulting therefrom.

"Building(s) Limit" is the total Limit of Coverage for "dwelling" and "detached private structures" as shown on the Certificate of Property Insurance.

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

"Business Property" means property pertaining to a "business".

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

"Civil Authority" means any person acting under the authority of Federal, Provincial or Territorial, or Municipal legislation with respect to the protection of persons and property in the event of an emergency.

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

"Data Problem" means:

- erasure, destruction, corruption, misappropriation, misinterpretation of "data";
- error in creating, amending, entering, deleting or using "data"; or
- inability to receive, transmit or use "data".

"Detached Private Structures" means structures or buildings on your "premises" separated from the "dwelling" by a clear space as well as wharves and docks located on or adjacent to your "premises".

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

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

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

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

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

- his or her "spouse";
- the relatives of either; and
- any person under the age of 21 in their care.

In addition, a student who is enrolled in and actually attends a school, college, university or other educational institute and who is dependent on a "Named Insured" or his or her "spouse" for support and maintenance is also insured while temporarily residing away from your "dwelling".

Under Section II – Liability Coverage, "insured" also means:

1. any person or organization legally liable for damages caused by a watercraft or animal owned by you, and to which this insurance applies. This does not include anyone using or having custody of the watercraft or animal in the course of any "business" or without the owner's permission;
2. a "residence employee" while performing duties for you;
3. if you die while insured by this policy:
 - your legal representative having temporary custody of the "premises" for legal liability arising out of the "premises";

- any person who is insured by this policy at the time of your death and who continues residing on the “premises”.

“Named Insured” means the person(s) shown on the Certificate of Property Insurance as the “Named Insured”.

“Personal Injury” means injury, including consequential “bodily injury”, arising out of one or more of the following offenses:

1. false arrest, detention or imprisonment;
2. malicious prosecution;
3. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy;
4. oral or written publication, in any manner, of material that slanders or libels a person or organization; or
5. oral or written publication, in any manner, of material that violates a person’s right of privacy.

“Premises” means the entire area within the property lines on which the “dwelling” is situated.

“Under Section II – Liability Coverage” “premises” also includes:

1. premises where you are residing temporarily or which you are using temporarily, as long as you are not:
 - a. the owner of the premises;
 - b. the lessee or tenant of the premises under any agreement which is longer than 90 consecutive days except for student’s premises as described below;
2. provided they are not insured under any other policy, premises in Canada to be occupied by you as your principal residence from the date you acquire ownership or take possession but not beyond the earliest of:
 - a. 30 consecutive days after you acquire or take possession of that premises;
 - b. the date this policy expires or is terminated; or
 - c. the date upon which specific liability insurance is arranged for such premises;
3. individual or family cemetery plots or burial vaults in Canada;
4. vacant land in Canada you own or rent, other than farm land;
5. land in Canada where you are, or an independent contractor is, building a one, two or three-family residence to be occupied by you;
6. premises in Canada, leased or rented under any agreement, where a student insured by this policy, is temporarily residing.

“Property Damage” means:

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

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

“Small Watercraft” means:

1. either a watercraft, including its attachments, equipped with a motor or motors of not more than 19 kW (25 H.P.) in total or;
2. non-motorized watercraft, including its attachments, not more than 8 metres (26 feet) in length;

“Specified Perils” means:

1. fire;
2. lightning;
3. explosion;
4. smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the “premises”;
5. falling object which strikes the exterior of a building;
6. impact by aircraft or land vehicle;
7. riot;
8. vandalism or malicious acts, not including loss or damage caused by theft or attempted theft;
9. “water damage”;
10. windstorm or hail;
11. loss or damage caused by collision, upset, overturn, derailment, stranding or sinking of any automobile or attached trailer in which the insured property is being carried. This would also apply to any conveyance of a common carrier, but does not include loss or damage to property in a vacation or home trailer which you own.

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

“Spouse” means a person:

- who is married to or has entered into a civil union with another person and is living with that person; or
- who has been living with another person of the opposite or the same sex and has been publicly represented as that person’s spouse for at least three years or, in the following cases, for at least one year if:
 - a child has been born or is to be born of their union; or
 - they have adopted a child together; or
 - one of them has adopted a child of the other.

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

“Terrorism” means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a sector of the public.

“Vacant” means the circumstance where, regardless of the presence of furnishings, all occupants have moved out with no intention of returning to occupy the “premises”. A newly constructed dwelling is “vacant” after it is completed and before the occupant(s) move(s) in.

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

“Water Damage” means:

- a. the sudden and accidental escape of water from a “watermain”;
- b. the sudden and accidental escape of water or steam from within a plumbing, heating, sprinkler or air conditioning system or “domestic water container”, which is located inside your “dwelling”;

- c. the sudden and accidental escape of water from a “domestic water container” located outside your “dwelling”. However, such damage is not covered when the escape of water is caused by freezing;
- d. water which enters your “dwelling” through an opening which has been created suddenly and accidentally by an Insured Peril other than water; or
- e. water which enters your “dwelling” through a roof resulting from the accumulation of ice or snow on the roof or eavestrough.

“Weekly Indemnity” means two-thirds of your “residence employee’s” weekly net wage at the date of the accident, subject to a maximum of \$100 per week.

SECTION I - PROPERTY COVERAGE

INSURED PERILS

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

COVERAGES

This section describes the insurance on your property. It also includes additional living expenses and fair rental value where applicable.

Dwelling and Detached Private Structures

We insure:

1. the “dwelling” and attached structures;
2. permanently installed outdoor equipment on the “premises”;
3. outdoor swimming pool and attached equipment on the “premises”;
4. materials and supplies located on or adjacent to the “premises” intended for use in construction, alteration or repair of your “dwelling” or private structures on the “premises”;
5. building fixtures and fittings temporarily removed from the “premises” for repair or seasonal storage; and
6. driveways and walkways on your “premises”.
7. “detached private structures”.

Personal Property

You have this coverage only if it is shown on the Certificate of Property Insurance.

On Your “Premises”

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

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

Personal property owned by a guest or “residence employee” is insured while it is on your “premises”.

Temporarily Away From Your “Premises”

We insure your personal property while it is temporarily away from your “premises”, anywhere in the world. However, personal property, other than property of a student insured by this policy, normally kept at any other location you own, rent or occupy is only insured up to \$5,000 in all.

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

In A Warehouse

Personal property stored in a warehouse is insured for a period of 30 days only, from the date that the personal property was first stored. Coverage will continue beyond that date for the peril of theft only.

Personal Property Not Insured

We do not insure loss or damage to:

1. trailers, except as provided under High-Value Items;
2. property at any fairground, exhibition or exposition for the purpose of exhibition or sale;
3. evidences of debt or title;
4. sporting equipment, where the loss or damage is due to its use;
5. animals, birds or fish unless the loss or damage is caused by a “specified peril” other than impact by land vehicle;
6. securities, money or bullion;
7. cannabis in all consumable forms and cannabis plants, whether for recreational or medicinal use;
8. any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
9. any property illegally acquired, kept, stored or transported, or property subject to forfeiture;
10. a. motorized vehicles or their equipment except for:
 - i. wheelchairs or scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability and motorized golf carts and electric golf caddies;
 - ii. electric vehicles for children with a maximum capable speed of 10km/h;
 - iii. electric bicycles or electric scooters with a maximum capable speed of 32km/h, their equipment and accessories, except as shown under High-Value Items;
 - iv. watercraft including attachments and accessories, except as provided under High-Value Items;
 - v. motorized lawn mowers, garden tractors including attachments and accessories or snow blowers.
- b. camper units, truck caps or trailers, which are motorized vehicles or are attached to, carried upon, or being towed by a motorized vehicle, or their equipment;
- c. aircraft or their equipment;
- d. jet-propelled personal watercraft, their furnishings and equipment.

Equipment includes audio, visual, recording, or transmitting equipment powered by the electrical system but does not include spare automobile parts.

High-Value Items

We insure the following High-Value Items:

1. Jewellery, watches, gems;
2. fur garments and garments trimmed with fur;
3. numismatic property (such as coin collections);
4. manuscripts, stamps and philatelic property (such as stamp collections);
5. collectible cards (such as sports personality cards) and comic books;
6. pedal or electric bicycle or electric scooter, their equipment and accessories;
7. trailers and their equipment;
8. spare automobile parts;
9. motorized golf carts and electric golf caddies;
10. fine arts;
11. Asian rugs;
12. musical instruments;
13. collectibles;
14. china and silverware;
15. sporting equipment;
16. wine & spirits; and
17. "small watercraft" and trailers.

up to a maximum of \$2,500 per item and in the aggregate.

We insure "cash cards" up to a limit of \$250.

These limits are in addition to the Limit of Coverage for Personal Property.

Additional Living Expenses

You have this coverage only if it is shown on the Certificate of Property Insurance. The periods of time stated below are not limited by the expiration of this policy.

1. Additional Living Expenses

If as a result of damage by an Insured Peril, your "dwelling" is unfit for occupancy or you have to move out while repairs are being made, we insure any necessary and reasonable increase in living expenses, including moving expenses incurred by you, so that your household can maintain its normal standard of living. Payment will be for the reasonable time required to repair or rebuild your "dwelling" or, if you permanently relocate, the reasonable time required for your household to settle elsewhere.

2. Fair Rental Value

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

3. Prohibited Access By Civil Authority

If a "civil authority" prohibits access to your "dwelling":

- a. as a direct result of damage to neighbouring premises by an Insured Peril under this policy, we insure any resulting Additional Living Expenses and Fair Rental Value loss for a period not exceeding 4 weeks; or
- b. by order for mass evacuation as a direct result of a sudden and accidental event within Canada or the United States of America, we insure any resulting Additional Living Expenses incurred by you for the period access is prohibited, not exceeding 4 weeks.

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

- i. flood, meaning waves, tides, tidal waves, tsunami or the rising of, the breaking out or the overflow of, any body of water, whether natural or man-made;
- ii. earthquake;
- iii. war, invasion, act of a foreign enemy, declared or undeclared hostilities, civil war, rebellion, revolution, insurrection or military power;
- iv. "terrorism";
- v. any nuclear incident as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute, or any law amendatory thereof or nuclear explosion;
- vi. contamination by radioactive material.

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

EXCLUSIONS

We do not insure:

1. buildings or structures used in whole or in part for "business" or farming purposes;
2. scratching, abrasion or chipping of any personal property or breakage of any fragile or brittle articles unless caused by a "specified peril", accident to a land vehicle, watercraft or aircraft, or theft or attempted theft;
3. wear and tear, deterioration, inherent vice, latent defect or mechanical breakdown;
4. the cost of making good faulty material, design or workmanship;
5. a. "data", except as provided under EXTENSIONS OF COVERAGE; or
b. loss or damage caused directly or indirectly by "data problem". However, if loss or damage caused by "data problem" results in the occurrence of further loss of or damage to property insured that is directly caused by fire, explosion, smoke, "water damage", each as described in "specified perils", this exclusion will not apply to such resulting loss or damage;
6. increased costs of repair or replacement due to the operation of any by-law, regulation, ordinance or law regulating the zoning, demolition, repair or construction of the "dwelling" or "detached private structures", nor the cost of any related services, except as provided under EXTENSIONS OF COVERAGE;

nor do we insure loss or damage:

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

- a. any person insured by this policy; or
 - b. any other person at the direction of any person insured by this policy.
- However, this exclusion does not apply to any person insured by this policy, who:
- i) has not committed and was not a party to the intentional or criminal act or failure to act; and
 - ii) has not abetted or colluded in the intentional or criminal act or failure to act; and
 - iii) 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, but only to the extent of their proportional interest in the lost or damaged property;
8. to personal property undergoing any process or while being worked on, where the damage results from such process or work, but resulting damage to other property is insured;
 9. to "business property";
 - IO. caused by any water unless the loss or damage resulted from "water damage".
- Furthermore, we do not insure loss or damage:
- a. caused by freezing during the usual heating season:
 1. within a heated portion of your "dwelling" if you have been away from your "premises" for more than 4 consecutive days but you will still be insured if you had taken one of the following precautions:
 - i. arranged for a competent person to enter your "dwelling" each day you were away to ensure that heating was being maintained;
 - ii. shut off the water supply and had drained all the pipes and "domestic water containers";
 - iii. taken reasonable care to ensure that the heating was being maintained; or
 - iv. ensure your heating system is connected by a monitored heating alarm to a station providing 24-hour service,
 2. within an unheated portion of your "dwelling";
 - b. caused by seepage or leakage of water;
 - c. caused by the backing up or escape of water from a sewer or storm drain, sump or septic tank;
 - d. caused by "Ground Water" or rising of the water table;
 - e. caused by flood, "surface waters", waves, tides, tidal water, tsunami, spray from any of the aforementioned, whether or not driven by wind, unless the water escapes from a "watermain" or from a "domestic water container" located outside your "dwelling";
 - f. caused by shoreline ice build-up or by water-borne ice or other objects, all whether driven by wind or not;
 - g. to a "watermain";
 - h. to a system or "domestic water container" from which water escaped;
 - i. occurring while the building is under construction or "vacant" even if we have given permission for construction or vacancy;
 - II. caused by birds, vermin, skunks, raccoons, bats, rodents, insects, domestic or domesticated animals, except loss or damage to building glass;
 12. caused by smog or smoke from agricultural smudging or industrial operations;
 13. caused by settling, expansion, contraction, moving, bulging, buckling or cracking except resulting damage to building glass;
 14. from the part of the "dwelling" or "detached private structures" rented to others, caused by theft or attempted theft by any tenant, tenant's guest, tenant's employee, or member of a tenant's household;
 15. caused by theft or attempted theft of property in or from a "dwelling" or "detached private structures" under construction, or of materials and supplies for use in the construction, until the "dwelling" is completed and ready to be occupied;
 16. caused by vandalism or malicious acts or glass breakage occurring while your "dwelling" is under construction or "vacant" even if permission for construction or vacancy has been given by us;
 17. occurring after your "dwelling" has, to your knowledge, been "vacant" for more than 30 consecutive days;
 18. resulting from a change in ownership of property that is agreed to, even if that change was brought about by trickery or fraud;
 19. caused by rust or corrosion, wet or dry rot or "fungi" or "spores" or bacteria, acid rain or by contamination;
 20. caused by snowslide, earthquake, landslide, any other earth movement or erosion. If any of these results in fire or explosion, we will pay only for the resulting loss or damage;
 21. caused by war, invasion, act of a foreign enemy, declared or undeclared hostilities, civil war, rebellion, revolution, insurrection or military power;
 22. caused directly or indirectly by:
 - a. any nuclear incident as defined in the Nuclear Liability Act, or any other nuclear liability act, law or statute, or any law amendatory thereof, or caused by nuclear explosion;
 - b. contamination by radioactive material.
 23. caused directly or indirectly, in whole or in part, by "terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

EXTENSIONS OF COVERAGE

The following Extensions of Coverage are included but do not increase the Limits of Coverage shown on the Certificate of Property Insurance unless noted in this section; and are subject to the terms, exclusions and conditions of this policy.

1. Arson or Theft Conviction Reward

We will pay up to \$1,000 in all as a reward, for information that leads to a conviction for either arson or theft. The conviction must involve loss or damage to which this insurance applies caused by arson or theft.

This coverage is not subject to a deductible.

2. By-Law Coverage

We will pay up to 10% of the "Building(s) Limit" to a maximum of \$50,000 for the increased costs of repair or replacement due to the operation of any by-law, regulation, ordinance or law regulating the zoning, demolition, repair or construction of the "dwelling" or "detached private structures" and their related services, provided:

- the by-law, regulation, ordinance or law is in force at the time of such insured loss or damage; and

- you rebuild, repair or replace on the same site with the same occupancy.

3. Change of Temperature

While your personal property is in your “dwelling”, it is insured for loss or damage due to a change of temperature resulting from damage to your “dwelling” or equipment caused by an Insured Peril.

4. Credit, Debit, or Automated Teller Cards, Forgery and Counterfeit Money

We will pay up to:

- \$10,000 for your legal obligation under Canadian law because of the theft or unauthorized use of any credit, debit or automated teller cards issued to you or registered in your name(s), including the unauthorized use of the card number, provided you have complied with all the conditions under which the card was issued;
- \$5,000 for any loss to you caused by forgery or alteration of cheques, drafts or other negotiable instruments;
- \$5,000 for any loss arising from your acceptance in good faith of counterfeit Canadian or United States paper currency.

We do not insure losses:

- arising out of your “business” pursuits;
- caused by your dishonesty;
- caused by the use of your credit, debit or automated teller cards by a resident of your household or by a person to whom you have entrusted the card.

The most we will pay under these subsections will be subject to an aggregate maximum amount of \$10,000 during the policy period.

Conditions. If a claim is made or a legal action is brought against you because of a legal requirement to pay under a credit (or similar) card, based on subsections a, b, or c above, we will defend such claim or action. In defending you, we may conduct an investigation and make any settlement we consider advisable. If we defend you, the legal costs we will cover include reasonable lawyer’s fees, court costs and similar legal expenses which are incurred.

The most we will pay for these legal costs is \$1,000. However, we are not obligated to pay or defend any claim when our payment reaches the limit of this coverage.

This coverage is not subject to a deductible.

5. Debris Removal

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

If the amount payable for loss, including expense for debris removal, is greater than the “Building(s) Limit”, an additional 5% of the “Building(s) Limit” will be available to cover debris removal expense.

6. Fire Department Charges

We will reimburse you for fire department charges incurred for attending your “premises” because of an Insured Peril.

This coverage is not subject to a deductible.

7. Freezer Food

We will pay up to \$2,000 in all for loss or damage to food while contained in a freezer on your “premises” resulting from the failure of the freezer’s refrigeration equipment caused by:

- the accidental interruption of electrical power; or
- mechanical breakdown of the freezer.

This coverage includes damage to the freezer itself resulting from spoilage of foods contained within and also the reasonable expenses you incur to save and preserve the food from spoilage while your freezer is being repaired.

We do not insure loss or damage:

- caused by an interruption of electrical power due to the operation of a circuit breaker or fuse;
- resulting from the accidental or intentional disconnection of the power supply to the freezer unit;
- expenses incurred in the acquisition of food; or
- loss from natural spoilage.

8. Headstones

We will pay up to \$5,000 in all for loss or damage caused by a “specified peril” to headstones or mausoleums, located in Canada, where you maintain individual or family cemetery plots or burial vaults.

This coverage is not subject to a deductible.

9. Lock Replacement

We will pay up to \$500 to replace or re-key, at our option, the lock(s) on your “dwelling” if your keys are stolen. In addition, we will pay up to \$500 for the replacement of the lock(s) on your automobile(s) if the automobile keys are stolen.

The theft must be reported to the police or law enforcement agency having jurisdiction at the location of the theft.

This coverage is not subject to a deductible.

10. Loss Assessment

If you are a member of the corporation or association of property owners, we will pay up to:

- \$250,000 in all, for your share of loss assessment charged during the policy period against you, as the owner or tenant of the “dwelling”, by the corporation or association of property owners. The assessment must be made as a result of direct loss to property, owned by all members of the corporation or association of property owners collectively, of the type that would be covered by this policy caused by a peril insured by this policy;
- \$25,000 for that part of an assessment made necessary by a deductible in the insurance policy of the corporation or association of property owners.

11. Moving to Another Home

We insure your personal property while in transit to and at another location within Canada provided:

- we are the insurer of the new location; and
- it is to be occupied by you as your principal residence.

Coverage applies for 60 consecutive days commencing on the date personal property is removed from your principal “dwelling”, but not beyond the date the policy expires or is terminated.

12. Newly Acquired Residence

If you purchase a new residence within Canada in substitution of your existing “dwelling”, we will automatically insure your new residence for up to 30 days from the date of the registration of the conveyance of title of such residence to you, on a “building replacement cost basis” up to the “Building(s) Limit” shown on the Certificate of Property Insurance provided:

- a. we are notified of such purchase within 30 days of the registration of the conveyance of title of such residence to you; and
- b. you pay any additional premium required.

The most we will pay for this new “dwelling” is the “Building(s) Limit”. Coverage does not extend beyond the date the policy expires or is terminated.

Neither residence will be considered “vacant” during this 30-day period.

13. Outdoor Trees, Plants, Shrubs and Lawns

You may apply up to 5% in all, of the “Building(s) Limit” amount to loss or damage to trees, plants, shrubs and lawns on your “premises”. We will not pay more than \$1,500 for any one tree, plant or shrub including debris removal expenses.

We insure these items against loss caused by fire, lightning, explosion, impact by aircraft or land vehicles, riot, vandalism or malicious acts, theft including damage caused by attempted theft and collapse of a building or any part of a building.

If a tree not insured otherwise, falls against an insured building, we will pay up to \$1,000 in any one event, for the cost of removing the tree debris from your “premises”.

We do not insure items grown for “business”.

14. Personal Data Stored in a Computer

We will pay up to \$5,000 to recreate personal “data” stored in your computer while it is on your “premises”, for loss of those records if the loss is caused by a “specified peril”.

15. Property Removed

If you must remove your property from your “premises” to protect it from loss or damage, we will insure it for 90 days or until your policy term ends, whichever occurs first.

16. Tear Out

If any walls, ceilings or other parts of insured buildings or structures must be torn apart before insured “water damage” covered by this policy can be repaired, we will pay the cost of such work and its restoration.

This extension does not cover the cost of tearing out and replacing property to repair damage related to outdoor “domestic water containers” or public “watermains”.

BASIS OF CLAIM PAYMENT

We will pay for insured loss or damage as described below up to your financial interest, but not exceeding the applicable Limits of Coverage shown on the Certificate of Property Insurance for any loss or damage arising out of one occurrence.

All coverages under Section I are subject to a deductible, unless stated otherwise.

Any loss or damage will not reduce the Limits of Coverage provided by this policy, unless stated otherwise.

Deductible

We are responsible only for the amount by which the loss or damage caused by any of the Insured Perils exceed the amount of the deductible shown on the Certificate of Property Insurance in any one occurrence.

A deductible is the amount that you are responsible for in a loss.

If your claim involves personal property described under High-Value Items, those limits only apply to the amount of loss exceeding the deductible amount.

Disappearing Deductible

If the insured loss or damage exceeds \$50,000, the policy deductible will no longer apply and we will pay the full amount of the loss. However, this clause does not apply if loss or damage occurs:

- a. while the “dwelling” is “vacant”;
- b. while the building is under construction; or
- c. by the peril of earthquake.

Inflation Protection

If there is a loss insured under Section I, we will automatically increase the “Building(s) Limit”, the Limit of Coverage for Personal Property, and the Limit of Coverage for Additional Living Expenses shown on the Certificate of Property Insurance by amounts which are solely attributable to the inflation increase:

- since the inception date of this policy; or
- since the latest renewal or anniversary date; or
- from the date of the most recent change to the Limit of Coverage shown on the Certificate of Property Insurance, whichever is the latest.

On renewal or anniversary date, we will automatically increase the “Building(s) Limit”, the Limit of Coverage for Personal Property, and the Limit of Coverage for Additional Living Expenses shown on the Certificate of Property Insurance under Section I by amounts which are solely attributable to the inflation increase since the inception date of this policy or the latest renewal or anniversary date.

Dwelling and Detached Private Structures

If you repair or replace the damaged or destroyed building or structure within a reasonable time after the damage occurs, we will pay the “building replacement cost” up to the “Building(s) Limit” shown on the Certificate of Property Insurance.

If you do not wish to repair or replace the damaged or destroyed building or structure, or “building replacement cost” is not applicable, we will pay the “actual cash value” of the damaged or destroyed building or structure, on date of the occurrence.

Guaranteed Replacement Cost

If Guaranteed Replacement Cost is indicated on the Certificate of Property Insurance, we will pay the “building replacement cost” even if it is more than the “Building(s) Limit” provided:

1. the “Building(s) Limit” was not less than 100% of the cost to replace the “dwelling” and “detached private structures” as determined by a valuation guide acceptable to us;
2. you notify us within 90 days of the start of any additions or alterations which increases the “building replacement cost” of your “dwelling” or “detached private structures” by \$10,000 or more; and

3. the repair or replacement is effected within a reasonable time after the loss or damage.

The Guaranteed Replacement Cost only applies to your “dwelling” and “detached private structures”.

“Building Replacement Cost” means the lesser of the cost of repair or replacement of a building at the same site, with a building of the same size and occupancy and constructed with materials of similar kind and quality without deduction for depreciation.

Roof Settlement

We will settle losses to the roof(s) of “dwelling” and “detached private structures” insured by this policy caused by windstorm, hail or weight of ice and/or snow on the basis of Depreciated Replacement Cost up to the “Building(s) Limit” on the Certificate of Property Insurance.

Roof includes, but is not limited to, roof coverings and materials, roof assembly, eavestroughs, gutters, downspouts, vents and flashing. Depreciated Replacement Cost means the cost, including labour, on the date of the loss or damage, of the lesser of:

- repairing the insured property with materials of similar kind, quality and usefulness; or,
- replacing with new materials of similar kind, quality and usefulness, and in each case is subject to a deduction for depreciation based on the age of the roof on the date of the loss, as shown on the following chart:

Roofing Material	Depreciation during the first 10 years	Annual depreciation % after year 10	Maximum depreciation
Built-up	0%	30%	75%
Asphalt Composition	0%	20%	75%
Wood shakes or shingles	0%	15%	75%
Membrane	0%	10%	75%
Metal, Tile, Rubber or Slate	0%	10%	75%
Other	0%	20%	75%
Gutters, Downspouts, Vents and Flashing	0%	15%	75%

Personal Property

We will pay on the basis of "personal property replacement cost" only if the property lost or damaged is repaired or replaced as soon as reasonably possible except for:

- a. articles that cannot be replaced with new articles because of their inherent nature, including antiques, fine arts, paintings and statuary;
- b. articles for which their age, rarity, obsolescence or history, substantially contributes to their value, such as memorabilia, souvenirs, and collector items;
- c. property that has not been maintained in good or workable condition;
- d. property that is no longer used for its original purpose;

for which we will pay only on the basis of "actual cash value".

For electronic media we will pay the cost of reproduction from duplicates or from originals of the previous generation of the electronic media. We will not pay the cost of gathering or assembling information or "data" for reproduction, except as provided under EXTENSIONS OF COVERAGE.

For other records, including books of account, drawings or card index systems, we will pay the cost of blank books, pages, cards or other materials plus the cost of actually transcribing or copying the records.

For personal property described under High-Value Items we will pay on the basis of "personal property replacement cost" or "actual cash value", but will not pay more than the Limit of Coverage for High-Value Items.

"Personal Property Replacement Cost" means the cost, on the date of the loss or damage, of the lesser of:

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

Pair and Set

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

Parts

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

SECTION II - LIABILITY COVERAGE COVERAGES

This insurance applies:

1. only to accidents or occurrences which take place during the period this policy is in force; and
2. except for the Limits of Coverage, separately to each "insured" against whom the claim is made or action is brought.

Legal Liability

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

We will pay all sums which you become legally liable to pay as compensatory damages because of claims made against you arising from unintentional "bodily injury", "personal injury" or "property damage" arising out of:

1. your personal actions anywhere in the world;
2. your ownership, use or maintenance of the "premises".

The Limit of Coverage for Legal Liability shown on the Certificate of Property Insurance is the maximum amount we will pay for all compensatory damages in respect of one accident or occurrence regardless of the number of "insured(s)" against whom claims are made or actions are brought.

Defence costs and supplementary expense payments as described under "Defence" and "Supplementary Payments" are in addition to the Limit of Coverage for Legal Liability.

In cases where the same claim would involve both this insurance and any other insurance policy or form established in the name of an insured by us or by one of our affiliates, the maximum payable under this policy will be limited so that recovery is limited to the highest limit applicable to the same location under any of the policies or forms. This provision does not apply to any other insurance issued by us or any of our affiliates for the purpose of providing coverage in excess to this policy.

Exclusions

We do not insure claims made against you arising from:

1. liability you have assumed by contract unless your legal liability would have applied even if no contract had been in force, but we do insure claims made against you for the legal liability of other persons in relation to your "premises" that you have assumed under a written contract;
2. property damage to:
 - a. property owned by you;
 - b. property used, occupied, leased or rented by you or in your care, custody or control except for unintentional "property damage" to premises owned by others or their contents, which you are using, renting or have in your custody or control, caused by fire, explosion, "water damage" or smoke. Smoke means smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the premises, but not smoke from fireplaces;
3. personal property or fixtures as a result of work done on them by you or anyone on your behalf;
4. "bodily injury" or "personal injury" to you or to any person residing in your household other than a "residence employee";
5. the personal actions of a "Named Insured" who does not reside on the "premises". This exclusion does not apply to a student insured under this policy;

nor will we:

6. pay any fines, penalties, punitive damages, exemplary damages or any other sum over and above actual compensatory damages.
- There are other exclusions that apply to all Coverages under Section II. Please refer to COMMON EXCLUSIONS.

Defence

If a claim is made against you for which you are insured, we will defend you, even if the claim is groundless, false, or fraudulent. We reserve the right to select legal counsel, investigate, negotiate and settle any claim if we decide this is appropriate. We will pay only for the legal counsel we select.

Supplementary Payments

We will also pay:

1. all expenses which we incur;
2. all costs charged against you in any legal action insured;
3. any interest accruing after judgment on that part of the judgment which is within the Limit of Coverage for Legal Liability;
4. premiums for appeal bonds required in any insured legal action involving you and bonds to release any property that is being held as security, up to the Limit of Coverage for Legal Liability, but we are not obligated to apply for or provide these bonds;
5. reasonable expenses including actual loss of income up to \$100 per day, which you incur at our request.

Our right and duty to defend ends when we have used up the applicable Limit of Coverage for Legal Liability in the payment of judgements. No other obligation or liability to pay sums or perform acts or service is covered unless explicitly provided for under "Supplementary Payments".

No-Fault Medical Payments

We will pay reasonable medical expenses incurred within one year of the date of the accident, if you unintentionally injure another person or if they are accidentally injured on your "premises". This coverage is available even though you are not legally liable. Medical expenses include surgical, dental, hospital, nursing, ambulance service and funeral expenses.

The Limit of Coverage for No-Fault Medical Payments shown on the Certificate of Property Insurance is the maximum amount we will pay for each person in respect of one accident or occurrence.

Exclusions

We will not pay:

1. expenses covered by any medical, dental, surgical or hospitalization plan or law, or under any other insurance contract;
2. your medical expenses or those of persons residing with you, other than "residence employees";
3. medical expenses of any person covered by any workers' compensation statute.

There are other exclusions that apply to all Coverages under Section II. Please refer to COMMON EXCLUSIONS.

No-Fault Payment for Damage to Property

We will pay for unintentional direct damage you cause to property even though you are not legally liable. You may also use this coverage to reimburse others for direct "property damage" caused intentionally by an "insured", 12 years of age or under.

Exclusions

We do not insure:

1. damage to property owned or rented by you or your tenant;
2. damage to property which is insured under "Section I";
3. claims resulting from the loss of use, disappearance or theft of property.

There are other exclusions that apply to all Coverages under Section II. Please refer to COMMON EXCLUSIONS.

Basis of Payment

We will pay whichever is the lower amount of:

1. what it would cost to repair or replace the property with materials of similar quality at the time of loss;
2. the Limit of Coverage for No-Fault Payment for Damage to Property of Others shown on the Certificate of Property Insurance.

We may pay for the loss in money or may repair or replace the property, and may settle any claim for loss of property either with you or the owner of the property. We may take over any salvage if we wish.

No-Fault Compensation for Residence Employees

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

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

A "residence employee" or anyone acting on his or her behalf who accepts these benefits must sign a release giving up any right to sue you. We have the right to recover from anyone, other than you, who is responsible for the "residence employee's" injury or death.

Exclusion

We will not pay benefits for any hernia injury.

There are other exclusions that apply to all Coverages under Section II. Please refer to COMMON EXCLUSIONS.

Schedule of Benefits

1. Loss of Life:

If your "residence employee" dies from injuries received in the accident within the following 26 weeks, we will pay:

- a. a total of 100 times the "weekly indemnity" amount to those wholly dependent upon him or her. If there is more than one dependent the amount will be divided equally among them. This payment is in addition to any benefit for Temporary Total Disability paid up to the date of death;
- b. actual funeral expenses, up to \$2,000.

2. Temporary Total Disability:

If your "residence employee" temporarily becomes totally disabled from injuries received in the accident within 14 days following the accident and cannot work at any job, we will pay "weekly indemnity" amount up to 26 weeks while such disability continues. We will not pay for the first 7 days unless the disability lasts for 6 weeks or more.

3. Permanent Total Disability:

If your "residence employee" becomes permanently and totally disabled from injuries received in the accident within 26 weeks following the accident and cannot work at any job, we will pay "weekly indemnity" amount for 100 weeks in addition to benefits provided under Temporary Total Disability.

4. Injury Benefits:

If, as a result of the accident, your "residence employee" suffers the loss of, or permanent loss of use of, any of the following within 26 weeks following the accident, we will pay "weekly indemnity" amount for the number of weeks shown. These benefits will be paid in addition to Temporary Total Disability Benefits but no others.

We will not pay more than 100 weeks in total even if the accident results in loss from more than one item.

For loss of	No. of Weeks
a. One of more of the following <ul style="list-style-type: none">• hand• arm• foot• leg	100
b. One finger or toe or more than one finger or toe	25 50
c. One eye or both eyes	50 100
d. Hearing of one ear or hearing of both ears	25 100

5. Medical Expenses:

If as a result of the accident your "residence employee" incurs medical expenses including surgical, dental, hospital, nursing and ambulance expenses within 26 weeks following the accident, we will pay up to a maximum of \$1,000 in addition to all other benefits.

We will pay the cost of supplying or renewing artificial limbs or braces, made necessary by the accident, for up to 52 weeks after the accident, up to a maximum of \$5,000.

We do not insure you for costs recoverable from other insurance plans.

6. Autopsy

In case of death we can require an autopsy before we make payment.

Loss Assessment:

We will pay up to the Limit of Coverage for Legal Liability stated on the Certificate of Property Insurance for your share of loss assessment charged during the policy period against you, as owner or tenant of the "dwelling", by a corporation or an association of property owners and the assessment is made necessary by occurrence(s) to which Legal Liability coverage of Section II applies.

We will pay up to \$25,000 for that part of an assessment made necessary by a deductible to you as owner or tenant of the "dwelling", by a corporation or an association of property owners.

Exclusion

We do not cover assessments charged against you as a result of any charge by any governmental body.

There are other exclusions that apply to all Coverages under Section II. Please refer to COMMON EXCLUSIONS.

COMMON EXCLUSIONS

The following exclusions are in addition to those contained under Legal Liability, No-Fault Medical Payments, No-Fault Payment for Damage to Property, No-Fault Compensation for Residence Employees, and Loss Assessment, under Section II.

We do not insure claims arising from:

1. "bodily injury", "personal injury" or "property damage" caused by any intentional or criminal act or failure to act by:
 - a. any person insured by this policy; or
 - b. any other person at the direction of any person insured by this policy;
2.
 - a. sexual, physical, psychological or emotional abuse, molestation or harassment, including corporal punishment by, at the direction of, or with the knowledge of any person insured by this policy; or
 - b. failure of any person insured by this policy to take steps to prevent sexual, physical, psychological or emotional abuse, molestation or harassment or corporal punishment;
3. the transmission of any communicable disease by any person insured by this policy;
4. the rendering or failure to render any professional service;
5. liability imposed upon or assumed by you under any workers compensation statute;
6. "business" pursuits or any "business" use of the "premises", except as provided under SPECIAL LIMITATIONS;
7. the ownership, use or operation of any watercraft, motorized vehicle or trailer, except as provided under SPECIAL LIMITATIONS;
8. the ownership, use or operation:
 - a. of any aircraft; or
 - b. premises used as an airport or landing facility;and all activities related to either;

nor do we insure:

9. "bodily injury", "personal injury" or "property damage", including any loss of use caused by:
 - a. erasure, destruction, corruption, misappropriation or misinterpretation of "data";

- b. error in creating, amending, entering, deleting or using “data”;
- 10. “bodily injury”, “personal injury” or “property damage” arising out of any distribution or display via a website, the internet, an intranet or extranet or any similar device or system designated or intended for electronic communication of “data”;
- 11. “bodily injury”, “personal injury” or “property damage” or any other cost, loss or expense incurred by others, arising directly or indirectly from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any “fungi” or “spores” however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, clean-up, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of “fungi” or “spores”. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the “bodily injury”, “personal injury” or “property damage”;
- 12. “bodily injury”, “personal injury” or “property damage” arising directly or indirectly, in whole or in part, out of war, invasion, act of a foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power;
- 13. “bodily injury”, “personal injury” or “property damage” which is required to be insured under a nuclear energy liability policy issued by the Nuclear Insurance Association of Canada, or any other group or pool of insurers;
- 14. “bodily injury”, “personal injury” or “property damage” arising directly or indirectly, in whole or in part, 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 regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the claim.

SPECIAL LIMITATIONS

1. Watercraft And Motorized Vehicles You Own:

You are insured against claims arising out of your ownership, use or operation of:

- a. watercraft, including their attachments, equipped with an outboard motor or motors of not more than 22kW (30 H.P.) in total or equipped with any other type of motor, including an inboard or an inboard-outboard motor, of not more than 38kW (50 H.P.); when used with or on a single watercraft;
- b. non-motorized watercraft, including their attachments, not more than 8 metres (26 feet) in length;
- c. self-propelled lawn mowers, snow blowers, garden-type tractors of not more than 19kW (25 H.P.);
- d. motorized golf carts or electric golf caddies;
- e. motorized wheelchairs, including motorized scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability;
- f. electric bicycles or electric scooters with a maximum capable speed of 32 km/h;
- g. electric vehicles for children with a maximum capable speed of 10 km/h.

If you own any motors or watercraft larger than those stated above, you are insured only if they are shown on the Certificate of Property Insurance and a separate premium has been charged for liability.

If the watercraft or motor with which it is equipped is acquired after the effective date of this policy, you will be insured automatically for a period of 30 days only from the date of acquisition or until your policy expires or is terminated, whichever comes first.

You are not insured if your watercraft is a jet-propelled personal watercraft unless shown on the Certificate of Property Insurance and a separate premium has been charged for liability.

2. Watercraft And Motorized Vehicles You Do Not Own:

You are also insured against claims arising out of your use or operation of:

- a. any type of watercraft;
- b. any self-propelled land vehicle, amphibious vehicle or air cushion vehicle, which is not subject to motor vehicle registration; provided the watercraft or motorized vehicle is not owned by anyone included in the definition of “insured” in Section II of this policy.

You are not insured for damage to the watercraft or vehicle itself.

3. Watercraft and Motorized Vehicle Uses We Do Not Insure:

We do not insure the use or operation of any watercraft or motorized vehicle, whether owned by you or not, while it is:

- a. used for carrying passengers for compensation;
- b. used for “business” purposes;
- c. used in any race or speed (except for sailboat not more than 8 metres (26 feet) in length);
- d. rented to others;
- e. being used or operated without the owner’s consent if you are not the owner.

4. Trailers:

We insure you against claims arising out of your ownership, use or operation of any trailer or its equipment, provided such trailer is not attached to, carried on, or being towed by a motorized vehicle subject to motor vehicle registration.

5. “Business” and “Business Property”:

We insure you against claims arising out of:

- a. your personal actions during the course of your trade, profession or occupation which are not related directly to your trade, profession or occupation;
- b. the occasional rental to others of a portion of the “dwelling” usually occupied by you as a private residence, if the rented portion of the “dwelling” is used only as a private residence;
- c. the rental to others of portions of your one, two or three-family “dwelling” occupied in part by you as a private residence provided no family unit includes more than 2 roomers or boarders;
- d. the use of part of your “dwelling” by you for incidental office occupancy;
- e. the rental to others, or holding for rent, of not more than 3 car spaces or stalls in garages or stables on the “premises”;
- f. the temporary or part time “business” pursuits of an “insured” person under the age of 21 years.

ADDITIONAL CONDITIONS

The following Conditions apply to your entire Policy unless specified otherwise.

I. ACTION AGAINST US SECTION II. No legal action may be brought against us:

- a. until you have fully complied with all the terms of this Coverage, nor until the amount of your obligation to pay has been finally

determined, either by a judgment against you or by an agreement which has our consent;

b. more than one year after either the date of an agreement which has our consent or of the final determination of the action against you, including appeals, if any.

2. CANADIAN CURRENCY. All amounts of insurance, premiums and other amounts expressed in this policy are in Canadian Currency.

3. CHANGES TO POLICY. The terms of the policy can be changed only by a written amendment we issue. Only the Named Insured is authorized to request changes to the terms of this policy.

4. DUTIES AFTER LOSS SECTION I. After submission of the Proof of Loss in respect of a loss which may be insured under Section I each of you may be required separately to:

a. submit to examination under oath,

b. produce for examination all documents in your possession or control that relate to the application for insurance and Proof of Loss, and

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

DUTIES AFTER OCCURRENCE SECTION II.

When an accident or occurrence takes place you must promptly give us notice (in writing if requested by us).

The notice must include:

a. your name and policy number;

b. the date, time, place and circumstances where the accident, occurrence or offense took place;

c. names and addresses of witnesses and potential claimants;

d. the interest of all persons in the property affected.

If requested by us, you must arrange for the injured person(s) to:

a. give us written proof of loss as soon as possible, under oath if required;

b. submit to physical examination at our expense by doctors we select as often as we may reasonably require;

c. authorise us to obtain medical and other records.

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

5. INSURANCE UNDER MORE THAN ONE POLICY SECTION I. If you have insurance on specifically described property, this policy will be considered excess insurance and we will not pay any loss or claim until the amount of such other insurance is used up. In all other cases, we will pay our rateable proportion of the loss or claim under this policy.

INSURANCE UNDER MORE THAN ONE POLICY SECTION II. If you have other insurance which applies to a loss or claim, or would have applied if this policy did not exist, this policy will be considered excess insurance and we will not pay any loss or claim until the amount of such other insurance is used up.

6. LIBERALIZATION CLAUSE. If, during the policy period, we issue any authorized endorsements or rules or regulations affecting the Policy are revised by statute or otherwise, so as to broaden the insurance coverage without an additional premium charge, such extended or broadened insurance will become a term of this Policy and will be used to your benefit.

7. NOTICE TO AUTHORITIES SECTION I. Where loss or damage is due to malicious acts, theft, burglary, robbery, or attempted theft, or is suspected to be due, you must give immediate notice thereof to the Insurer (us) or other authorities having jurisdiction.

8. NO BENEFIT TO BAILEE SECTION I. It is warranted by you that this policy will in no way be used directly or indirectly to the benefit of any carrier or other bailee.

9. PREMIUMS. The Named Insured:

a. is responsible for the payment of all premiums; and

b. will be the payee for any return premiums we pay.

12. SUBROGATION. We will be entitled to assume all your rights of recovery against others and bring action in your name to enforce these rights when we make payment or assume liability under this policy.

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

13. UNAUTHORIZED SETTLEMENTS SECTION II. You will not, except at your cost, voluntarily make any payment, assume any obligations or incur expenses, other than first aid expenses necessary at the time of accident

STATUTORY CONDITIONS

All of the conditions set out under **Statutory Conditions** apply with respect to all of the perils insured under Section I except that these conditions may be modified or supplemented by the provisions of the said Section I or by forms or endorsements which modify Section I. Statutory Conditions I, 3, 4, 5 and 15 incorporated in this policy apply as conditions to all Coverages under Section II except that these conditions may be modified or supplemented by the provisions of said Section II or by forms or endorsements which modify Section II.

1. MISREPRESENTATION. If a person applying for insurance falsely describes the property to the prejudice of the Insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the Insurer in order to enable it to judge of the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

2. PROPERTY OF OTHERS. Unless otherwise specifically stated in the contract, the Insurer is not liable for loss or damage to property owned by any person other than the Insured, unless the interest of the Insured therein is stated in the contract.

3. CHANGE OF INTEREST. The Insurer is liable for loss or damage occurring after an authorized assignment under the Bankruptcy Act (Canada) or change of title by succession, by operation of law, or by death.

4. MATERIAL CHANGE. Any change material to the risk and within the control and knowledge of the Insured avoids the contract as to the part affected thereby, unless the change is promptly notified in writing to the Insurer or its local agent, and the Insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the contract, or may notify the Insured in writing that, if the Insured desires the contract to continue in force, the Insured must, within fifteen days of the receipt of the notice, pay to the Insurer an additional premium, and in default of such payment the contract is no longer in force and the Insurer will return the unearned portion, if any, of the premium paid.

5. TERMINATION.

(l) This contract may be terminated,

(a) by the Insurer giving to the Insured fifteen days' notice of termination by registered mail or five days' written notice of termination personally delivered;

(b) by the Insured at any time on request.

(2) Where this contract is terminated by the Insurer,

(a) the Insurer will refund the excess of premium actually paid by the Insured over the proportionate premium for the expired time, but, in no event, will the proportionate premium for the expired time be deemed to be less than any minimum retained premium specified; and

(b) the refund will accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund will be made as soon as practicable.

(3) Where this contract is terminated by the Insured, the Insurer will refund as soon as practicable the excess of premium actually paid by the Insured over the short rate premium for the expired time, but in no event will the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.

(4) The refund may be made by money, postal or express company money order or cheque payable at par.

(5) The fifteen days mentioned in clause (l)(a) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

6. REQUIREMENTS AFTER LOSS.

(l) Upon the occurrence of any loss of or damage to the insured property, the Insured will, if the loss or damage is covered by the contract, in addition to observing the requirements of conditions 9, 10, and 11,

(a) forthwith give notice thereof in writing to the Insurer;

(b) deliver as soon as practicable to the Insurer a proof of loss verified by a General Policy Condition declaration,

(i) giving a complete inventory of the destroyed and damaged property and showing in detail quantities, costs, actual cash value and particulars of amount of loss claimed,

(ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the Insured knows or believes,

(iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the Insured,

(iv) showing the amount of other insurances and the names of other insurers,

(v) showing the interest of the Insured and of all others in the property with particulars of all liens, encumbrances and other charges upon the property,

(vi) showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract,

(vii) showing the place where the property insured was at the time of loss;

(c) if required, give a complete inventory of undamaged property and showing in detail quantities, cost, actual cash value;

(d) if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by General Policy Condition declaration, and furnish a copy of the written portion of any other contract.

(2) The evidence furnished under clauses (l)(c) and (d) of this condition will not be considered proofs of loss within the meaning of conditions 12 and 13.

7. FRAUD. Any fraud or wilfully false statement in a General Policy Condition in relation to any of the above particulars, vitiates the claim of the person making the declaration.

8. WHO MAY GIVE NOTICE AND PROOF. Notice of loss may be given and proof of loss may be made by the agent of the Insured named in the contract in case of absence or inability of the Insured to give the notice or make the proof, and absence or inability being satisfactorily accounted for, or in the like case, or if the Insured refuses to do so, by a person to whom any part of the insurance money is payable.

9. SALVAGE.

(l) The Insured, in the event of any loss or damage to any property insured under the contract, will take all reasonable steps to prevent further damage to such property so damaged and to prevent damage to other property insured hereunder including, if necessary, its removal to prevent damage or further damage thereto.

(2) The Insurer will contribute proportionately towards any reasonable and proper expenses in connection with steps taken by the Insured and required under sub condition (l) of this condition according to the respective interests of the parties.

10. ENTRY, CONTROL, ABANDONMENT. After loss or damage to insured property, the Insurer has an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and, after the Insured has secured the property, a further right of access and entry sufficient to enable them to make appraisal or particular estimate of the loss or damage, but the Insurer is not entitled to the control or possession of the insured property, and without the consent of the Insurer there can be no abandonment to it of insured property.

11. APPRAISAL. In the event of disagreement as to the value of the property insured, the property saved or the amount of the loss, those questions will be determined by appraisal as provided under the Insurance Act before there can be any recovery under this contract whether the right to recover on the contract is disputed or not, and independently of all other questions. There will be no right to an appraisal until a specific demand therefor is made in writing and until after proof of loss has been delivered.

12. WHEN LOSS PAYABLE. The loss is payable within sixty days after completion of the proof of loss, unless the contract provides for a shorter period.

13. REPLACEMENT.

(l) The Insurer, instead of making payment, may repair, rebuild, or replace the property damaged or lost, giving written notice of its intention so to do within thirty days after receipt of the proofs of loss.

(2) In that event the Insurer will commence to so repair, rebuild, or replace the property within forty five days after receipt of the proofs of loss, and will thereafter proceed with all due diligence to the completion thereof.

14. ACTION. Every action or proceeding against the Insurer for the recovery of a claim under or by virtue of this contract is absolutely barred unless commenced within one year next after the loss or damage occurs.

15. NOTICE Any written notice to the Insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the Insurer in the Province. Written notice may be given to the Insured named in the contract by letter personally delivered to him or by registered mail addressed to him at his latest post office address as notified to the Insurer. In this condition, the expression registered means registered in or outside Canada.

ONLIA CONDOMINIUM UNIT-OWNERS POLICY - COMPREHENSIVE FORM

IMPORTANT

Your policy consists of this form, the Certificate of Property Insurance, and any other forms described on the Certificate of Property Insurance.

The Certificate of Property Insurance contains information that is unique to your insurance policy including the coverages you have purchased and the period for which they are provided.

Your policy contains various conditions, exclusions and limitations which eliminate or restrict coverage. Please read your policy carefully. Insurance cannot be a source of profit. It is only designed to indemnify you against actual losses incurred by you or for which you are liable.

"You" and "your" refers to the "insured". "We", "us" and "our" refer to the Company providing this insurance.

Words and phrases that appear in "quotations" have special meanings as defined under DEFINITIONS.

This policy consists of two sections:

SECTION I - PROPERTY COVERAGE describes the insurance on your property. It also includes additional living expenses and fair rental value where applicable.

SECTION II - LIABILITY COVERAGE describes the insurance for your legal liability arising out of unintentional "bodily injury", "personal injury" or "property damage" to others.

AGREEMENT

We provide the insurance described in this policy in return for payment of the premium and subject to the terms, definitions, exclusions and conditions set out.

DEFINITIONS

Unless otherwise stated, the following definitions apply to the entire policy. If a definition applies to **Section II – Liability Coverage only**, it will be so stated.

"Actual Cash Value" means the lesser of the cost of repair or the cost of replacement less any depreciation. In determining depreciation, we will consider the condition immediately before the damage, the resale value, the normal life expectancy and obsolescence.

"Bodily Injury" means bodily injury, sickness, disease, shock, mental anguish, mental injury or death resulting therefrom.

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

"Business Property" means property pertaining to a "business".

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

"Civil Authority" means any person acting under the authority of Federal, Provincial or Territorial, or Municipal legislation with respect to the protection of persons and property in the event of an emergency.

"Condominium Corporation" means a condominium or strata corporation and in Quebec the meeting of co-proprietors, established under provincial legislation.

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

"Data Problem" means:

- erasure, destruction, corruption, misappropriation, misinterpretation of "data";
- error in creating, amending, entering, deleting or using "data"; or
- inability to receive, transmit or use "data".

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

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

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

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

- his or her "spouse";
- the relatives of either; and
- any person under the age of 21 in their care.

In addition, a student who is enrolled in and actually attends a school, college, university or other educational institute and who is dependent on a "Named Insured" or his or her "spouse" for support and maintenance is also insured while temporarily residing away from your "unit".

Under Section II – Liability Coverage, "insured" also means:

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

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

"Personal Injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

6. false arrest, detention or imprisonment;
7. malicious prosecution;
8. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy;
9. oral or written publication, in any manner, of material that slanders or libels a person or organization; or

IO. oral or written publication, in any manner, of material that violates a person's right of privacy.

"Premises" means your "unit" and includes garages, detached private structures and private approaches reserved for your use or occupancy only.

Under Section II – Liability Coverage "premises" also includes:

7. premises where you are residing temporarily or which you are using temporarily, as long as you are not:
 - a. the owner of the premises;
 - b. the lessee or tenant of the premises under any agreement which is longer than 90 consecutive days except for student's premises as described below;
8. provided they are not insured under any other policy, premises in Canada to be occupied by you as your principal residence from the date you acquire ownership or take possession but not beyond the earliest of:
 - a. 30 consecutive days after you acquire or take possession of that premises;
 - b. the date this policy expires or is terminated; or
 - c. the date upon which specific liability insurance is arranged for such premises;
9. individual or family cemetery plots or burial vaults in Canada;
- IO. vacant land in Canada you own or rent, other than farm land;
- II. land in Canada where you are, or an independent contractor is, building a one, two or three-family residence to be occupied by you;
- I2. premises in Canada, leased or rented under any agreement, where a student insured by this policy, is temporarily residing.

"Property Damage" means:

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

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

"Small Watercraft" means:

1. either a watercraft, including its attachments, equipped with a motor or motors of not more than 19 kW (25 H.P.) in total or;
2. non-motorized watercraft, including its attachments, not more than 8 metres (26 feet) in length;

"Specified Perils" means:

1. fire;
2. lightning;
3. explosion;
4. smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the "premises";
5. falling object which strikes the exterior of a building;
6. impact by aircraft or land vehicle;
7. riot;
8. vandalism or malicious acts, not including loss or damage caused by theft or attempted theft;
9. "water damage";
- IO. windstorm or hail;
- II. loss or damage caused by collision, upset, overturn, derailment, stranding or sinking of any automobile or attached trailer in which the insured property is being carried. This would also apply to any conveyance of a common carrier, but does not include loss or damage to property in a vacation or home trailer which you own.

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

"Spouse" means a person:

- who is married to or has entered into a civil union with another person and is living with that person; or
- who has been living with another person of the opposite or the same sex and has been publicly represented as that person's spouse for at least three years

or, in the following cases, for at least one year if:

- a child has been born or is to be born of their union; or
- they have adopted a child together; or one of them has adopted a child of the other.

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

"Terrorism" means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a sector of the public.

"Unit" means the condominium unit, strata lot or exclusive portion described in the Condominium Declaration or Co-ownership Declaration, owned and occupied by you as a private residence described on the Certificate of Property Insurance.

"Vacant" means the circumstance where, regardless of the presence of furnishings, all occupants have moved out with no intention of returning to occupy the "unit". A newly constructed unit is "vacant" after it is completed and before the occupant(s) move(s) in.

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

"Water Damage" means:

- a. the sudden and accidental escape of water from a "watermain";
- b. the sudden and accidental escape of water or steam from within a plumbing, heating, sprinkler or air conditioning system or "domestic water container", which is located inside the building containing your "unit";
- c. the sudden and accidental escape of water from a "domestic water container" located outside the building containing your "unit". However, such damage is not covered when the escape of water is caused by freezing;
- d. water which enters your "unit" through an opening which has been created suddenly and accidentally by an Insured Peril other than water; or
- e. water which enters your "unit" through a roof resulting from the accumulation of ice or snow on the roof or eavestrough.

"Weekly Indemnity" means two-thirds of your "residence employee's" weekly net wage at the date of the accident, subject to a maximum of \$100 per week.

SECTION I - PROPERTY COVERAGE

INSURED PERILS

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

COVERAGES

This section describes the insurance on your property. It also includes additional living expenses and fair rental value where applicable.

Personal Property

On Your "Premises"

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

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

Personal property owned by a guest or "residence employee" is insured while it is on your "premises".

Temporarily Away From Your "Premises"

We insure your personal property while it is temporarily away from your "premises", anywhere in the world. However, personal property, other than property of a student insured by this policy, normally kept at any other location you own, rent or occupy is only insured up to \$5,000 in all.

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

In A Warehouse

Personal property stored in a warehouse is insured for a period of 30 days only, from the date that the personal property was first stored. Coverage will continue beyond that date for the peril of theft only.

Personal Property Not Insured

We do not insure loss or damage to:

1. trailers, except as provided under High-Value Items;
2. property at any fairground, exhibition or exposition for the purpose of exhibition or sale;
3. evidences of debt or title;
4. sporting equipment, where the loss or damage is due to its use;
5. animals, birds or fish unless the loss or damage is caused by a "specified peril" other than impact by land vehicle;
6. securities, money or bullion;
7. cannabis in all consumable forms and cannabis plants, whether for recreational or medicinal use;
8. any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
9. any property illegally acquired, kept, stored or transported, or property subject to forfeiture;
10. a. motorized vehicles or their equipment except for:
 - i. wheelchairs or scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability and motorized golf carts and electric golf caddies;
 - ii. electric vehicles for children with a maximum capable speed of 10km/h;
 - iii. electric bicycles or electric scooters with a maximum capable speed of 32km/h, their equipment and accessories, except as shown under High-Value Items;
 - iv. watercraft including attachments and accessories, except as provided under High-Value Items;
 - v. motorized lawn mowers, garden tractors including attachments and accessories or snow blowers.
- b. camper units, truck caps or trailers, which are motorized vehicles or are attached to, carried upon, or being towed by a motorized vehicle, or their equipment;
- c. aircraft or their equipment;
- d. jet-propelled personal watercraft, their furnishings and equipment.

Equipment includes audio, visual, recording, or transmitting equipment powered by the electrical system but does not include spare automobile parts.

High-Value Items

We insure the following High-Value Items:

1. Jewellery, watches, gems;
2. fur garments and garments trimmed with fur;
3. numismatic property (such as coin collections);
4. manuscripts, stamps and philatelic property (such as stamp collections);
5. collectible cards (such as sports personality cards) and comic books;
6. pedal or electric bicycle or electric scooter, their equipment and accessories;
7. trailers and their equipment;
8. spare automobile parts;
9. motorized golf carts and electric golf caddies;
10. fine arts;
11. Asian rugs;
12. musical instruments;
13. collectibles;
14. china, and silverware;
15. sporting equipment;
16. wine & spirits; and
17. "small watercraft" and trailers.

up to a maximum of \$2,500 per item and in the aggregate.

We insure “cash cards” up to a limit of \$250.
These limits are in addition to the Limit of Coverage for Personal Property.

Additional Living Expenses

You have this coverage only if it is shown on the Certificate of Property Insurance. The periods of time stated below are not limited by the expiration of this policy.

1. Additional Living Expenses

If as a result of damage by an Insured Peril, your “unit” is unfit for occupancy or you have to move out while repairs are being made, we insure any necessary and reasonable increase in living expenses, including moving expenses incurred by you, so that your household can maintain its normal standard of living. This includes the cost of temporary membership to fitness or health club facilities that you would normally have access to in the Condominium building your “unit” is part of. Payment will be for the reasonable time required to repair or rebuild your “unit” or, if you permanently relocate, the reasonable time required for your household to settle elsewhere.

2. Fair Rental Value

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

3. Prohibited Access By Civil Authority

If a “civil authority” prohibits access to your “unit”:

- a. as a direct result of damage to neighbouring premises by an Insured Peril under this policy, we insure any resulting Additional Living Expenses and Fair Rental Value loss for a period not exceeding 4 weeks; or
- b. by order for mass evacuation as a direct result of a sudden and accidental event within Canada or the United States of America, we insure any resulting Additional Living Expenses incurred by you for the period access is prohibited, not exceeding 4 weeks.

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

- i. flood, meaning waves, tides, tidal waves, tsunami or the rising of, the breaking out or the overflow of, any body of water, whether natural or man-made;
- ii. earthquake;
- iii. war, invasion, act of a foreign enemy, declared or undeclared hostilities, civil war, rebellion, revolution, insurrection or military power;
- iv. “terrorism”;
- v. any nuclear incident as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute, or any law amendatory thereof or nuclear explosion;
- vi. contamination by radioactive material.

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

Unit Protection

“Unit” Improvements and Betterments

We insure “unit” improvements and betterments made or acquired by you, including:

1. to any building, structure or outdoor “domestic water container” located on the “premises”, including swimming pools, hot tubs, saunas and attached equipment;
2. materials and supplies on the “premises” for use in such improvements and betterments.

The most we will pay in any one loss under this coverage is 50% of the Limit of Coverage for Personal Property.

This amount is in addition to the Limit of Coverage for Personal Property shown on the Certificate of Property Insurance.

Loss Assessment

We will pay your share of any special assessment if:

1. the assessment is valid under the “Condominium Corporation’s” governing rules; and
2. it is made necessary by a direct loss to the collectively owned condominium property caused by an Insured Peril applicable to this Coverage.

We will pay up to \$25,000 for that part of an assessment made necessary by a deductible in the insurance policy of the “Condominium Corporation”.

The most we will pay in any one loss under this coverage is 250% of the Limit of Coverage for Personal Property.

This amount is in addition to the Limit of Coverage for Personal Property shown on the Certificate of Property Insurance.

“Unit” Additional Protection

We insure your “unit”, excluding your improvements and betterments to it, if the “Condominium Corporation” has no insurance, its insurance is inadequate, or it is not effective.

The most we will pay in any one loss under this coverage is 250% of the Limit of Coverage for Personal Property.

This amount is in addition to the Limit of Coverage for Personal Property shown on the Certificate of Property Insurance.

EXCLUSIONS

We do not insure:

1. buildings, “units” or structures used in whole or in part for “business” or farming purposes;
2. scratching, abrasion or chipping of any personal property or breakage of any fragile or brittle articles unless caused by a “specified peril”, accident to a land vehicle, watercraft or aircraft, or theft or attempted theft;
3. wear and tear, deterioration, inherent vice, latent defect or mechanical breakdown;
4. the cost of making good faulty material, design or workmanship;
5. a. “data”, except as provided under EXTENSIONS OF COVERAGE; or

- b. loss or damage caused directly or indirectly by “data problem”. However, if loss or damage caused by “data problem” results in the occurrence of further loss of or damage to property insured that is directly caused by fire, explosion, smoke, “water damage”, each as described in “specified perils”, this exclusion will not apply to such resulting loss or damage;
- 6. increased costs of repair or replacement due to the operation of any by-law, regulation, ordinance or law regulating the zoning, demolition, repair or construction of the “unit”, nor the cost of any related services;

nor do we insure loss or damage:

- 7. resulting from any intentional or criminal act or failure to act by:
 - a. any person insured by this policy; or
 - b. any other person at the direction of any person insured by this policy.
 However, this exclusion does not apply to any person insured by this policy, who:
 - i) has not committed and was not a party to the intentional or criminal act or failure to act; and
 - ii) has not abetted or colluded in the intentional or criminal act or failure to act; and
 - iii) 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, but only to the extent of their proportional interest in the lost or damaged property;
- 8. to personal property undergoing any process or while being worked on, where the damage results from such process or work, but resulting damage to other property is insured;
- 9. to “business property”;
- 10. caused by any water unless the loss or damage resulted from “water damage”.
Furthermore, we do not insure loss or damage:
 - a. caused by freezing during the usual heating season:
 - 1. within a heated portion of your “unit” if you have been away from your “premises” for more than 4 consecutive days but you will still be insured if you had taken one of the following precautions:
 - 1) arranged for a competent person to enter your “unit” each day you were away to ensure that heating was being maintained; or
 - 2) shut off the water supply and drained all the pipes and “domestic water containers”;
 - 3) taken reasonable care to ensure that the heating was being maintained; or
 - 4) if your heating system is connected by a monitored heating alarm to a station providing 24-hour service;
 - 2. within an unheated portion of your “unit”;
 - b. caused by seepage or leakage of water;
 - c. caused by the backing up or escape of water from a sewer or storm drain, sump or septic tank;
 - d. caused by “ground water” or rising of the water table;
 - e. caused by flood, “surface waters”, waves, tides, tidal water, tsunami, spray from any of the aforementioned, whether or not driven by wind, unless the water escapes from a “watermain” or from a “domestic water container” located outside the building containing your “unit”;
 - f. caused by shoreline ice build-up or by water-borne ice or other objects, all whether driven by wind or not;
 - g. to a “watermain”;
 - h. to a system or “domestic water container” from which water escaped;
 - i. occurring while your “unit” is under construction or “vacant” even if we have given permission for construction or vacancy;
- 11. caused by birds, vermin, skunks, raccoons, bats, rodents, insects, domestic or domesticated animals, except loss or damage to building glass forming part of your “unit”;
- 12. caused by smog or smoke from agricultural smudging or industrial operations;
- 13. caused by settling, expansion, contraction, moving, bulging, buckling or cracking except resulting damage to building glass forming part of your “unit”;
- 14. from the part of the “unit” rented to others, caused by theft or attempted theft by any tenant, tenant’s guest’s, tenant’s employee, or member of a tenant’s household;
- 15. caused by theft or attempted theft of property in or from a “unit” under construction, or of materials and supplies for use in the construction, until the “unit” is completed and ready to be occupied;
- 16. caused by vandalism or malicious acts or glass breakage occurring while your “unit” is under construction or “vacant” even if permission for construction or vacancy has been given by us;
- 17. occurring after your “unit” has, to your knowledge, been “vacant” for more than 30 consecutive days;
- 18. resulting from a change in ownership of property that is agreed to, even if that change was brought about by trickery or fraud;
- 19. caused by rust or corrosion, wet or dry rot or “fungi” or “spores” or bacteria, acid rain or by contamination;
- 20. caused by snowslide, earthquake, landslide, any other earth movement or erosion. If any of these results in fire or explosion, we will pay only for the resulting loss or damage;
- 21. caused by war, invasion, act of a foreign enemy, declared or undeclared hostilities, civil war, rebellion, revolution, insurrection or military power;
- 22. caused directly or indirectly by:
 - a. any nuclear incident as defined in the Nuclear Liability Act, or any other nuclear liability act, law or statute, or any law amendatory thereof, or caused by nuclear explosion;
 - b. contamination by radioactive material.
- 23. caused directly or indirectly, in whole or in part, by “terrorism” or by any activity or decision of a government agency or other entity to prevent, respond to or terminate “terrorism”. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

EXTENSIONS OF COVERAGE

The following Extensions of Coverage are included but do not increase the Limits of Coverage shown on the Certificate of Property Insurance unless noted in this section; and are subject to the terms, exclusions and conditions of this policy.

I. Arson or Theft Conviction Reward

We will pay up to \$1,000 in all as a reward, for information that leads to a conviction for either arson or theft. The conviction must involve loss or damage to which this insurance applies caused by arson or theft.

This coverage is not subject to a deductible.

2. Change of Temperature

While your personal property is in your “unit”, it is insured for loss or damage due to a change of temperature resulting from damage to your “unit” or equipment caused by an Insured Peril.

3. Credit, Debit, or Automated Teller Cards, Forgery and Counterfeit Money

We will pay up to:

- a. \$10,000 for your legal obligation under Canadian law because of the theft or unauthorized use of any credit, debit or automated teller cards issued to you or registered in your name(s), including the unauthorized use of the card number, provided you have complied with all the conditions under which the card was issued;
- b. \$5,000 for any loss to you caused by forgery or alteration of cheques, drafts or other negotiable instruments;
- c. \$5,000 for any loss arising from your acceptance in good faith of counterfeit Canadian or United States paper currency.

We do not insure losses:

- iv. arising out of your “business” pursuits;
- v. caused by your dishonesty;
- vi. caused by the use of your credit, debit or automated teller cards by a resident of your household or by a person to whom you have entrusted the card.

The most we will pay under these subsections will be subject to an aggregate maximum amount of \$10,000 during the policy period.

Conditions. If a claim is made or a legal action is brought against you because of a legal requirement to pay under a credit (or similar) card, based on subsections a, b, or c above, we will defend such claim or action. In defending you, we may conduct an investigation and make any settlement we consider advisable. If we defend you, the legal costs we will cover include reasonable lawyer’s fees, court costs and similar legal expenses which are incurred.

The most we will pay for these legal costs is \$1,000. However, we are not obligated to pay or defend any claim when our payment reaches the limit of this coverage.

This coverage is not subject to a deductible.

4. Debris Removal

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

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

5. Doors and Glass

We insure loss or damage to the doors and glass that form part of your “unit”, caused by an Insured Peril, if you are responsible under the “Condominium Corporation’s” governing rules.

6. Fire Department Charges

We will reimburse you for fire department charges incurred for attending your “premises” because of an Insured Peril.

This coverage is not subject to a deductible.

7. Freezer Food

We will pay up to \$2,000 in all for loss or damage to food while contained in a freezer on your “premises” resulting from the failure of the freezer’s refrigeration equipment caused by:

- the accidental interruption of electrical power; or
- mechanical breakdown of the freezer.

This coverage includes damage to the freezer itself resulting from spoilage of foods contained within and also the reasonable expenses you incur to save and preserve the food from spoilage while your freezer is being repaired.

We do not insure loss or damage:

- a. caused by an interruption of electrical power due to the operation of a circuit breaker or fuse;
- b. resulting from the accidental or intentional disconnection of the power supply to the freezer unit;
- c. expenses incurred in the acquisition of food; or
- d. loss from natural spoilage.

8. Headstones

We will pay up to \$5,000 in all for loss or damage caused by a “specified peril” to headstones or mausoleums, located in Canada, where you maintain individual or family cemetery plots or burial vaults.

This coverage is not subject to a deductible.

9. Lock Replacement

We will pay up to \$500 to replace or re-key, at our option, the lock(s) on your “unit” if your keys are stolen. In addition, we will pay up to \$500 for the replacement of the lock(s) on your automobile(s) if the automobile keys are stolen.

The theft must be reported to the police or law enforcement agency having jurisdiction at the location of the theft.

This coverage is not subject to a deductible.

10. Moving to Another Home

We insure your personal property while in transit to and at another location within Canada provided:

- a. we are the insurer of the new location; and
- b. it is to be occupied by you as your principal residence.

Coverage applies for 60 consecutive days commencing on the date personal property is removed from your principal “unit”, but not beyond the date the policy expires or is terminated.

11. Newly Acquired Residence

If you purchase a new condominium unit within Canada in substitution of your existing “unit”, we will automatically insure your new “unit” and new “unit” improvements and betterments for up to 30 days from the date of the registration of the conveyance of title of such residence to you, on a “personal property replacement cost” basis up to the Limit of Coverage for Personal Property shown on the Certificate of Property Insurance provided:

- a. we are notified of such purchase within 30 days of the registration of the conveyance of title of such residence to you; and

b. you pay any additional premium required.

Coverage does not extend beyond the date the policy expires or is terminated.

Neither residence will be considered "vacant" during this 30-day period.

12. Outdoor Trees, Plants, Shrubs and Lawns

You may apply up to 5% in all, of the Limit of Coverage for Personal Property amount to loss or damage to trees, plants, shrubs and lawns on your "premises". We will not pay more than \$1,500 for any one tree, plant or shrub including debris removal expenses.

We insure these items against loss caused by fire, lightning, explosion, impact by aircraft or land vehicles, riot, vandalism or malicious acts, theft including damage caused by attempted theft and collapse of a building or any part of a building.

If a tree not insured otherwise, falls against your "unit", we will pay up to \$1,000 in any one event, for the cost of removing the tree debris from your "premises".

We do not insure items grown for "business".

13. Personal Data Stored in a Computer

We will pay up to \$5,000 to recreate personal "data" stored in your computer while it is on your "premises", for loss of those records if the loss is caused by a "specified peril".

14. Property Removed

If you must remove your property from your "premises" to protect it from loss or damage, we will insure it for 90 days or until your policy term ends, whichever occurs first.

15. Tear Out

If any part of your "unit" improvements or betterments insured must be removed or torn apart before insured "water damage" covered by this policy can be repaired, we will pay the cost of such work and its restoration.

This extension does not cover the cost of tearing out and replacing property to repair damage related to outdoor "domestic water containers" or public "watermains".

BASIS OF CLAIM PAYMENT

We will pay for insured loss or damage:

1. to your "unit", less any amount recoverable from any insurance covering the collective interests of the unit owners;
 2. to personal property and "unit" improvements and betterments; as described below up to your financial interest, but not exceeding the applicable Limits of Coverage shown on the Certificate of Property Insurance for any loss or damage arising out of one occurrence.
- All coverages under Section I are subject to a deductible, unless stated otherwise.
Any loss or damage will not reduce the Limits of Coverage provided by this policy, unless stated otherwise.

Deductible

We are responsible only for the amount by which the loss or damage caused by any of the Insured Perils exceeds the amount of the deductible shown on the Certificate of Property Insurance in any one occurrence.

A deductible is the amount that you are responsible for in a loss.

If your claim involves personal property described under High-Value Items, those limits only apply to the amount of loss exceeding the deductible amount.

Disappearing Deductible

If the insured loss or damage exceeds \$25,000, the policy deductible will no longer apply and we will pay the full amount of the loss.

However, this clause does not apply if loss or damage occurs:

- a. while the "unit" is "vacant";
- b. while the "unit" is under construction; or
- c. by the peril of earthquake.

Inflation Protection

If there is a loss insured under Section I, we will automatically increase the Limit of Coverage for Personal Property and the Limit of Coverage for Additional Living Expenses shown on the Certificate of Property Insurance by amounts which are solely attributable to the inflation increase:

- since the inception date of this policy; or
- since the latest renewal or anniversary date; or
- from the date of the most recent change to the Limit of Coverage shown on the Certificate of Property Insurance, whichever is the latest.

On renewal or anniversary date, we will automatically increase the Limit of Coverage for Personal Property and the Limit of Coverage for Additional Living Expenses shown on the Certificate of Property Insurance under Section I by amounts which are solely attributable to the inflation increase since the inception date of this policy or the latest renewal or anniversary date.

Personal Property

We will pay on the basis of "personal property replacement cost" only if the property lost or damaged is repaired or replaced as soon as reasonably possible except for:

- a. articles that cannot be replaced with new articles because of their inherent nature, including antiques, fine arts, paintings and statuary;
- b. articles for which their age, rarity, obsolescence or history, substantially contributes to their value, such as memorabilia, souvenirs, and collector items;
- c. property that has not been maintained in good or workable condition;
- d. property that is no longer used for its original purpose;

for which we will pay only on the basis of "actual cash value".

For electronic media we will pay the cost of reproduction from duplicates or from originals of the previous generation of the electronic media. We will not pay the cost of gathering or assembling information or "data" for reproduction, except as provided under EXTENSIONS OF COVERAGE.

For other records, including books of account, drawings or card index systems, we will pay the cost of blank books, pages, cards or other materials plus the cost of actually transcribing or copying the records.

For personal property described under High-Value Items we will pay on the basis of “personal property replacement cost” or “actual cash value”, but will not pay more than the Limit of Coverage for High-Value Items.

“Personal Property Replacement Cost” means the cost, on the date of the loss or damage, of the lesser of:

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

Pair and Set

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

Parts

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

Improvements and Betterments and Additional Protection

If you replace or repair the damaged or destroyed “unit” or “unit” improvements and betterments within a reasonable time after damage occurs, we will pay for the actual cost of repairs or replacement (whichever is less) without depreciation.

If loss or damage is not replaced or repaired, we will pay the “actual cash value” of the loss or damage on date of the occurrence.

SECTION II - LIABILITY COVERAGE COVERAGES

This insurance applies:

1. only to accidents or occurrences which take place during the period this policy is in force; and
2. except for the Limits of Coverage, separately to each “insured” against whom the claim is made or action is brought.

Legal Liability

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

We will pay all sums which you become legally liable to pay as compensatory damages because of claims made against you arising from unintentional “bodily injury”, “personal injury” or “property damage” arising out of:

1. your personal actions anywhere in the world;
2. your ownership, use or maintenance of the “premises”.

The Limit of Coverage for Legal Liability shown on the Certificate of Property Insurance is the maximum amount we will pay for all compensatory damages in respect of one accident or occurrence regardless of the number of “insured(s)” against whom claims are made or actions are brought.

Defence costs and supplementary expense payments as described under “Defence” and “Supplementary Payments” are in addition to the Limit of Coverage for Legal Liability.

In cases where the same claim would involve both this insurance and any other insurance policy or form established in the name of an insured by us or by one of our affiliates, the maximum payable under this policy will be limited so that recovery is limited to the highest limit applicable to the same location under any of the policies or forms. This provision does not apply to any other insurance issued by us or any of our affiliates for the purpose of providing coverage in excess to this policy.

Exclusions

We do not insure claims made against you arising from:

1. liability you have assumed by contract unless your legal liability would have applied even if no contract had been in force, but we do insure claims made against you for the legal liability of other persons in relation to your “premises” that you have assumed under a written contract;
2. “property damage” to:
 - a. property owned by you;
 - b. property used, occupied, leased or rented by you or in your care, custody or control except for unintentional “property damage” to premises owned by others or their contents, which you are using, renting or have in your custody or control, caused by fire, explosion, “water damage” or smoke. Smoke means smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the premises, but not smoke from fireplaces;
3. personal property or fixtures as a result of work done on them by you or anyone on your behalf;
4. “bodily injury” or “personal injury” to you or to any person residing in your household other than a “residence employee”;
5. the personal actions of a “Named Insured” who does not reside on the “premises”. This exclusion does not apply to a student insured under this policy;

nor will we:

6. pay any fines, penalties, punitive damages, exemplary damages or any other sum over and above actual compensatory damages. There are other exclusions that apply to all Coverages under Section II. Please refer to COMMON EXCLUSIONS.

Defence

If a claim is made against you for which you are insured, we will defend you, even if the claim is groundless, false, or fraudulent. We reserve the right to select legal counsel, investigate, negotiate and settle any claim if we decide this is appropriate. We will pay only for the legal counsel we select.

Supplementary Payments

We will also pay:

1. all expenses which we incur;
2. all costs charged against you in any legal action insured;
3. any interest accruing after judgment on that part of the judgment which is within the Limit of Coverage for Legal Liability;
4. premiums for appeal bonds required in any insured legal action involving you and bonds to release any property that is being held as security, up to the Limit of Coverage for Legal Liability, but we are not obligated to apply for or provide these bonds;

5. reasonable expenses including actual loss of income up to \$100 per day, which you incur at our request. Our right and duty to defend ends when we have used up the applicable Limit of Coverage for Legal Liability in the payment of judgements. No other obligation or liability to pay sums or perform acts or service is covered unless explicitly provided for under "Supplementary Payments".

No-Fault Medical Payments

We will pay reasonable medical expenses incurred within one year of the date of the accident, if you unintentionally injure another person or if they are accidentally injured on your "premises". This coverage is available even though you are not legally liable. Medical expenses include surgical, dental, hospital, nursing, ambulance service and funeral expenses. The Limit of Coverage for No-Fault Medical Payments shown on the Certificate of Property Insurance is the maximum amount we will pay for each person in respect of one accident or occurrence.

Exclusions

We will not pay:

1. expenses covered by any medical, dental, surgical or hospitalization plan or law, or under any other insurance contract;
2. your medical expenses or those of persons residing with you, other than "residence employees";
3. medical expenses of any person covered by any workers' compensation statute.

There are other exclusions that apply to all Coverages under Section II. Please refer to COMMON EXCLUSIONS.

No-Fault Payment for Damage to Property

We will pay for unintentional direct damage you cause to property even though you are not legally liable. You may also use this coverage to reimburse others for direct "property damage" caused intentionally by an "insured", 12 years of age or under.

Exclusions

We do not insure:

1. damage to property owned or rented by you or your tenant;
2. damage to property which is insured under "Section I";
3. claims resulting from the loss of use, disappearance or theft of property.

There are other exclusions that apply to all Coverages under Section II. Please refer to COMMON EXCLUSIONS.

Basis of Payment

We will pay whichever is the lower amount of:

1. what it would cost to repair or replace the property with materials of similar quality at the time of loss;
2. the Limit of Coverage for No-Fault Payment for Damage to Property of Others shown on the Certificate of Property Insurance.

We may pay for the loss in money or may repair or replace the property, and we may settle any claim for loss of property either with you or the owner of the property. We may take over any salvage if we wish.

No-Fault Compensation for Residence Employees

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

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

A "residence employee" or anyone acting on his or her behalf who accepts these benefits must sign a release giving up any right to sue you. We have the right to recover from anyone, other than you, who is responsible for the "residence employee's" injury or death.

Exclusion

We will not pay benefits for any hernia injury.

There are other exclusions that apply to all Coverages under Section II. Please refer to COMMON EXCLUSIONS.

Schedule of Benefits

1. Loss of Life:

If your "residence employee" dies from injuries received in the accident within the following 26 weeks, we will pay:

- a. a total of 100 times the "weekly indemnity" amount to those wholly dependent upon him or her. If there is more than one dependent the amount will be divided equally among them. This payment is in addition to any benefit for Temporary Total Disability paid up to the date of death;
- b. actual funeral expenses, up to \$2,000.

2. Temporary Total Disability:

If your "residence employee" temporarily becomes totally disabled from injuries received in the accident within 14 days following the accident and cannot work at any job, we will pay "weekly indemnity" amount up to 26 weeks while such disability continues. We will not pay for the first 7 days unless the disability lasts for 6 weeks or more.

3. Permanent Total Disability:

If your "residence employee" becomes permanently and totally disabled from injuries received in the accident within 26 weeks following the accident and cannot work at any job, we will pay "weekly indemnity" amount for 100 weeks in addition to benefits provided under Temporary Total Disability.

4. Injury Benefits:

If, as a result of the accident, your "residence employee" suffers the loss of, or permanent loss of use of, any of the following within 26 weeks following the accident, we will pay "weekly indemnity" amount for the number of weeks shown. These benefits will be paid in addition to Temporary Total Disability Benefits but no others.

We will not pay more than 100 weeks in total even if the accident results in loss from more than one item.

For loss of	No. of Weeks
a. One of more of the following	100
• hand	
• arm	
• foot	
• leg	
b. One finger or toe	25
or	
more than one finger or toe	50
c. One eye	50
or	
both eyes	100
d. Hearing of one ear	25
or	
hearing of both ears	100

5. Medical Expenses:

If as a result of the accident your "residence employee" incurs medical expenses including surgical, dental, hospital, nursing and ambulance expenses within 26 weeks following the accident, we will pay up to a maximum of \$1,000 in addition to all other benefits.

We will pay the cost of supplying or renewing artificial limbs or braces, made necessary by the accident, for up to 52 weeks after the accident, up to a maximum of \$5,000.

We do not insure you for costs recoverable from other insurance plans.

6. Autopsy

In case of death we can require an autopsy before we make payment.

Loss Assessment

We will pay up to the Limit of Coverage for Legal Liability stated on the Certificate of Property Insurance for your share of loss assessment charged during the policy period against you, by the "Condominium Corporation" if:

1. the assessment is valid under the "Condominium Corporation's" governing rules, and
2. the assessment is made necessary by occurrence(s) to which Legal Liability coverage of Section II applies.

We will pay up to \$25,000 for that part of an assessment made necessary by a deductible in the insurance policy of the "Condominium Corporation".

COMMON EXCLUSIONS

The following exclusions are in addition to those contained under Legal Liability, No-Fault Medical Payments, No-Fault Payment for Damage to Property, No-Fault Compensation for Residence Employees, and Loss Assessment, under Section II.

We do not insure claims arising from:

1. "bodily injury", "personal injury" or "property damage" caused by any intentional or criminal act or failure to act by:
 - a. any person insured by this policy; or
 - b. any other person at the direction of any person insured by this policy;
2.
 - a. sexual, physical, psychological or emotional abuse, molestation or harassment, including corporal punishment by, at the direction of, or with the knowledge of any person insured by this policy; or
 - b. failure of any person insured by this policy to take steps to prevent sexual, physical, psychological or emotional abuse, molestation or harassment or corporal punishment;
3. the transmission of any communicable disease by any person insured by this policy;
4. the rendering or failure to render any professional service;
5. liability imposed upon or assumed by you under any workers compensation statute;
6. "business" pursuits or any "business" use of the "premises" except as provided under SPECIAL LIMITATIONS;
7. the ownership, use or operation of any watercraft, motorized vehicle or trailer, except as provided under SPECIAL LIMITATIONS;
8. the ownership, use or operation:
 - a. of any aircraft; or
 - b. premises used as an airport or landing facility;and all activities related to either;

nor do we insure:

9. "bodily injury", "personal injury" or "property damage", including any loss of use caused by:
 - a. erasure, destruction, corruption, misappropriation or misinterpretation of "data";
 - b. error in creating, amending, entering, deleting or using "data";
10. "bodily injury", "personal injury" or "property damage" arising out of any distribution or display via a website, the internet, an intranet or extranet or any similar device or system designated or intended for electronic communication of "data";
11. "bodily injury", "personal injury" or "property damage" or any other cost, loss or expense incurred by others, arising directly or indirectly from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any "fungi" or "spores" however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, clean-up, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of "fungi" or "spores". This exclusion applies regardless of any other contributing or

aggravating cause or event that contributes concurrently or in any sequence to the “bodily injury”, “personal injury” or “property damage”;

12. “bodily injury”, “personal injury” or “property damage” arising directly or indirectly, in whole or in part, out of war, invasion, act of a foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power;
13. “bodily injury”, “personal injury” or “property damage” which is required to be insured under a nuclear energy liability policy issued by the Nuclear Insurance Association of Canada, or any other group or pool of insurers;
14. “bodily injury”, “personal injury” or “property damage” arising directly or indirectly, in whole or in part, 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 regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the claim.

SPECIAL LIMITATIONS

1. Watercraft And Motorized Vehicles You Own:

You are insured against claims arising out of your ownership, use or operation of:

- a. watercraft, including their attachments, equipped with an outboard motor or motors of not more than 22kW (30 H.P.) in total or equipped with any other type of motor, including an inboard or an inboard-outboard motor, of not more than 38kW (50 H.P.); when used with or on a single watercraft;
- b. non-motorized watercraft, including their attachments, not more than 8 metres (26 feet) in length;
- c. self-propelled lawn mowers, snow blowers, garden-type tractors of not more than 19kW (25 H.P.);
- d. motorized golf carts or electric golf caddies;
- e. motorized wheelchairs, including motorized scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability;
- f. electric bicycles or electric scooters with a maximum capable speed of 32 km/h;
- g. electric vehicles for children with a maximum capable speed of 10 km/h.

If you own any motors or watercraft larger than those stated above, you are insured only if they are shown on the Certificate of Property Insurance and a separate premium has been charged for liability.

If the watercraft or motor with which it is equipped is acquired after the effective date of this policy, you will be insured automatically for a period of 30 days only from the date of acquisition or until your policy expires or is terminated, whichever comes first.

You are not insured if your watercraft is a jet-propelled personal watercraft unless shown on the Certificate of Property Insurance and a separate premium has been charged for liability.

2. Watercraft And Motorized Vehicles You Do Not Own:

You are also insured against claims arising out of your use or operation of:

- a. any type of watercraft;
- b. any self-propelled land vehicle, amphibious vehicle or air cushion vehicle, which is not subject to motor vehicle registration; provided the watercraft or motorized vehicle is not owned by anyone included in the definition of “insured” in Section II of this policy.

You are not insured for damage to the watercraft or vehicle itself.

3. Watercraft and Motorized Vehicle Uses We Do Not Insure:

We do not insure the use or operation of any watercraft or motorized vehicle, whether owned by you or not, while it is:

- a. used for carrying passengers for compensation;
- b. used for “business” purposes;
- c. used in any race or speed (except for sailboat not more than 8 metres (26 feet) in length);
- d. rented to others;
- e. being used or operated without the owner’s consent if you are not the owner.

4. Trailers:

We insure you against claims arising out of your ownership, use or operation of any trailer or its equipment, provided such trailer is not attached to, carried on, or being towed by a motorized vehicle subject to motor vehicle registration.

5. “Business” and “Business Property”:

We insure you against claims arising out of:

- a. your personal actions during the course of your trade, profession or occupation which are not related directly to your trade, profession or occupation;
- b. the occasional rental to others of a portion of your “unit” usually occupied by you as a private residence, if the rented portion of the “unit” is used only as a private residence;
- c. the rental to others of portions of your one, two or three-family “unit” occupied in part by you as a private residence provided no family unit includes more than 2 roomers or boarders;
- d. the use of part of your “unit” by you for incidental office occupancy;
- e. the rental to others, or holding for rent, of not more than 3 car spaces or stalls in garages or stables on the “premises”;
- f. the temporary or part time “business” pursuits of an “insured” person under the age of 21 years.

ADDITIONAL CONDITIONS

The following Conditions apply to your entire Policy unless specified otherwise.

1. ACTION AGAINST US SECTION II.

- No legal action may be brought against us:
- a. until you have fully complied with all the terms of this Coverage, nor until the amount of your obligation to pay has been finally determined, either by a judgment against you or by an agreement which has our consent;
 - b. more than one year after either the date of an agreement which has our consent or of the final determination of the action against you, including appeals, if any.

2. CANADIAN CURRENCY. All amounts of insurance, premiums and other amounts expressed in this policy are in Canadian Currency.

3. CHANGES TO POLICY. The terms of the policy can be changed only by a written amendment we issue. Only the Named Insured is authorized to request changes to the terms of this policy.

4. DUTIES AFTER LOSS SECTION I. After submission of the Proof of Loss in respect of a loss which may be insured under Section I each of you may be required separately to:

- a. submit to examination under oath,
- b. produce for examination all documents in your possession or control that relate to the application for insurance and Proof of Loss, and
- c. permit extracts and copies of such documents to be made, all at a reasonable place and time designated by us.

DUTIES AFTER OCCURRENCE SECTION II.

When an accident or occurrence takes place you must promptly give us notice (in writing if requested by us).

The notice must include:

- a. your name and policy number;
- b. the date, time, place and circumstances where the accident, occurrence or offense took place;
- c. names and addresses of witnesses and potential claimants;
- d. the interest of all persons in the property affected.

If requested by us, you must arrange for the injured person(s) to:

- a. give us written proof of loss as soon as possible, under oath if required;
- b. submit to physical examination at our expense by doctors we select as often as we may reasonable require;
- c. authorise us to obtain medical and other records.

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

5. INSURANCE UNDER MORE THAN ONE POLICY SECTION I. If you have insurance on specifically described property, this policy will be considered excess insurance and we will not pay any loss or claim until the amount of such other insurance is used up. In all other cases, we will pay our rateable proportion of the loss or claim under this policy.

INSURANCE UNDER MORE THAN ONE POLICY SECTION II. If you have other insurance which applies to a loss or claim, or would have applied if this policy did not exist, this policy will be considered excess insurance and we will not pay any loss or claim until the amount of such other insurance is used up.

6. LIBERALIZATION CLAUSE. If, during the policy period, we issue any authorized endorsements or rules or regulations affecting the Policy are revised by statute or otherwise, so as to broaden the insurance coverage without an additional premium charge, such extended or broadened insurance will become a term of this Policy and will be used to your benefit.

7. NOTICE TO AUTHORITIES SECTION I. Where loss or damage is due to malicious acts, theft, burglary, robbery, or attempted thereat, or is suspected to be due, you must give immediate notice thereof to the Insurer (us) or other authorities having jurisdiction.

8. NO BENEFIT TO BAILEE SECTION I. It is warranted by you that this policy will in no way be used directly or indirectly to the benefit of any carrier or other bailee.

9. PREMIUMS. The Named Insured:

- a. is responsible for the payment of all premiums; and
- b. will be the payee for any return premiums we pay.

12. SUBROGATION. We will be entitled to assume all your rights of recovery against others and bring action in your name to enforce these rights when we make payment or assume liability under this policy.

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

13. UNAUTHORIZED SETTLEMENTS SECTION II. You will not, except at your cost, voluntarily make any payment, assume any obligations or incur expenses, other than first aid expenses necessary at the time of accident

STATUTORY CONDITIONS

All of the conditions set out under **Statutory Conditions** apply with respect to all of the perils insured under Section I except that these conditions may be modified or supplemented by the provisions of the said Section I or by forms or endorsements which modify Section I. Statutory Conditions 1, 3, 4, 5 and 15 incorporated in this policy apply as conditions to all Coverages under Section II except that these conditions may be modified or supplemented by the provisions of said Section II or by forms or endorsements which modify Section II.

1. MISREPRESENTATION. If a person applying for insurance falsely describes the property to the prejudice of the Insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the Insurer in order to enable it to judge of the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

2. PROPERTY OF OTHERS. Unless otherwise specifically stated in the contract, the Insurer is not liable for loss or damage to property owned by any person other than the Insured, unless the interest of the Insured therein is stated in the contract.

3. CHANGE OF INTEREST. The Insurer is liable for loss or damage occurring after an authorized assignment under the Bankruptcy Act (Canada) or change of title by succession, by operation of law, or by death.

4. MATERIAL CHANGE. Any change material to the risk and within the control and knowledge of the Insured avoids the contract as to the part affected thereby, unless the change is promptly notified in writing to the Insurer or its local agent, and the Insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the contract, or may notify the Insured in writing that, if the Insured desires the contract to continue in force, the Insured must, within fifteen days of the receipt of the notice, pay to the Insurer an additional premium, and in default of such payment the contract is no longer in force and the Insurer will return the unearned portion, if any, of the premium paid.

5. TERMINATION.

(1) This contract may be terminated,

(a) by the Insurer giving to the Insured fifteen days' notice of termination by registered mail or five days' written notice of termination personally delivered;

(b) by the Insured at any time on request.

(2) Where this contract is terminated by the Insurer,

(a) the Insurer will refund the excess of premium actually paid by the Insured over the proportionate premium for the expired time, but, in no event, will the proportionate premium for the expired time be deemed to be less than any minimum retained premium specified; and

(b) the refund will accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund will be made as soon as practicable.

(3) Where this contract is terminated by the Insured, the Insurer will refund as soon as practicable the excess of premium actually paid by the Insured over the short rate premium for the expired time, but in no event will the short rate premium for the expired

time be deemed to be less than any minimum retained premium specified.

(4) The refund may be made by money, postal or express company money order or cheque payable at par.

(5) The fifteen days mentioned in clause (I)(a) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

6. REQUIREMENTS AFTER LOSS.

(I) Upon the occurrence of any loss of or damage to the insured property, the Insured will, if the loss or damage is covered by the contract, in addition to observing the requirements of conditions 9, IO, and II,

(a) forthwith give notice thereof in writing to the Insurer;

(b) deliver as soon as practicable to the Insurer a proof of loss verified by a General Policy Condition declaration,

(i) giving a complete inventory of the destroyed and damaged property and showing in detail quantities, costs, actual cash value and particulars of amount of loss claimed,

(ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the Insured knows or believes,

(iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the Insured,

(iv) showing the amount of other insurances and the names of other insurers,

(v) showing the interest of the Insured and of all others in the property with particulars of all liens, encumbrances and other charges upon the property,

(vi) showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract,

(vii) showing the place where the property insured was at the time of loss;

(c) if required, give a complete inventory of undamaged property and showing in detail quantities, cost, actual cash value;

(d) if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by General Policy Condition declaration, and furnish a copy of the written portion of any other contract.

(2) The evidence furnished under clauses (I)(c) and (d) of this condition will not be considered proofs of loss within the meaning of conditions I2 and I3.

7. FRAUD. Any fraud or wilfully false statement in a General Policy Condition in relation to any of the above particulars, vitiates the claim of the person making the declaration.

8. WHO MAY GIVE NOTICE AND PROOF. Notice of loss may be given and proof of loss may be made by the agent of the Insured named in the contract in case of absence or inability of the Insured to give the notice or make the proof, and absence or inability being satisfactorily accounted for, or in the like case, or if the Insured refuses to do so, by a person to whom any part of the insurance money is payable.

9. SALVAGE.

(I) The Insured, in the event of any loss or damage to any property insured under the contract, will take all reasonable steps to prevent further damage to such property so damaged and to prevent damage to other property insured hereunder including, if necessary, its removal to prevent damage or further damage thereto.

(2) The Insurer will contribute proportionately towards any reasonable and proper expenses in connection with steps taken by the Insured and required under sub condition (I) of this condition according to the respective interests of the parties.

IO. ENTRY, CONTROL, ABANDONMENT. After loss or damage to insured property, the Insurer has an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and, after the Insured has secured the property, a further right of access and entry sufficient to enable them to make appraisal or particular estimate of the loss or damage, but the Insurer is not entitled to the control or possession of the insured property, and without the consent of the Insurer there can be no abandonment to it of insured property.

II. APPRAISAL. In the event of disagreement as to the value of the property insured, the property saved or the amount of the loss, those questions will be determined by appraisal as provided under the Insurance Act before there can be any recovery under this contract whether the right to recover on the contract is disputed or not, and independently of all other questions. There will be no right to an appraisal until a specific demand therefor is made in writing and until after proof of loss has been delivered.

I2. WHEN LOSS PAYABLE. The loss is payable within sixty days after completion of the proof of loss, unless the contract provides for a shorter period.

I3. REPLACEMENT.

(I) The Insurer, instead of making payment, may repair, rebuild, or replace the property damaged or lost, giving written notice of its intention so to do within thirty days after receipt of the proofs of loss.

(2) In that event the Insurer will commence to so repair, rebuild, or replace the property within forty five days after receipt of the proofs of loss, and will thereafter proceed with all due diligence to the completion thereof.

I4. ACTION. Every action or proceeding against the Insurer for the recovery of a claim under or by virtue of this contract is absolutely barred unless commenced within one year next after the loss or damage occurs.

I5. NOTICE. Any written notice to the Insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the Insurer in the Province. Written notice may be given to the Insured named in the contract by letter personally delivered to him or by registered mail addressed to him at his latest post office address as notified to the Insurer. In this condition, the expression registered means registered in or outside Canada.

ONLIA TENANT'S POLICY - COMPREHENSIVE FORM

IMPORTANT

Your policy consists of this form, the Certificate of Property Insurance, and any other forms described on the Certificate of Property Insurance.

The Certificate of Property Insurance contains information that is unique to your insurance policy including the coverages you have purchased and the period for which they are provided.

Your policy contains various conditions, exclusions and limitations which eliminate or restrict coverage. Please read your policy carefully. Insurance cannot be a source of profit. It is only designed to indemnify you against actual losses incurred by you or for which you are liable.

"You" and "your" refers to the "insured". "We", "us" and "our" refer to the Company providing this insurance.

Words and phrases that appear in "quotations" have special meanings as defined under DEFINITIONS.

This policy consists of two sections:

SECTION I - PROPERTY COVERAGE describes the insurance on your property. It also includes additional living expenses and fair rental value where applicable.

SECTION II - LIABILITY COVERAGE describes the insurance for your legal liability arising out of unintentional "bodily injury", "personal injury" or "property damage" to others.

AGREEMENT

We provide the insurance described in this policy in return for payment of the premium and subject to the terms, definitions, exclusions and conditions set out.

DEFINITIONS

Unless otherwise stated, the following definitions apply to the entire policy. If a definition applies to **Section II – Liability Coverage only**, it will be so stated.

"Actual Cash Value" means the lesser of the cost of repair or the cost of replacement less any depreciation. In determining depreciation, we will consider the condition immediately before the damage, the resale value, the normal life expectancy and obsolescence.

"Bodily Injury" means bodily injury, sickness, disease, shock, mental anguish, mental injury or death resulting therefrom.

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

"Business Property" means property pertaining to a "business".

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

"Civil Authority" means any person acting under the authority of Federal, Provincial or Territorial, or Municipal legislation with respect to the protection of persons and property in the event of an emergency.

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

"Data Problem" means:

- erasure, destruction, corruption, misappropriation, misinterpretation of "data";
- error in creating, amending, entering, deleting or using "data"; or
- inability to receive, transmit or use "data".

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

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

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

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

- his or her "spouse";
- the relatives of either; and
- any person under the age of 21 in their care.

In addition, a student who is enrolled in and actually attends a school, college, university or other educational institute and who is dependent on a "Named Insured" or his or her "spouse" for support and maintenance is also insured while temporarily residing away from your "dwelling".

Under Section II – Liability Coverage, "insured" also means:

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

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

"Personal Injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

1. false arrest, detention or imprisonment;
2. malicious prosecution;
3. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy;
4. oral or written publication, in any manner, of material that slanders or libels a person or organization; or
5. oral or written publication, in any manner, of material that violates a person's right of privacy.

“Premises” means your “unit” and includes garages, detached private structures and private approaches, and land within the lot lines on which the “unit” is situated reserved for your use or occupancy only.

Under Section II – Liability Coverage “premises” also includes:

1. premises where you are residing temporarily or which you are using temporarily, as long as you are not:
 - a. the owner of the premises;
 - b. the lessee or tenant of the premises under any agreement which is longer than 90 consecutive days except for student’s premises as described below;
2. provided they are not insured under any other policy, premises in Canada to be occupied by you as your principal residence from the date you acquire ownership or take possession but not beyond the earliest of:
 - a. 30 consecutive days after you acquire or take possession of that premises;
 - b. the date this policy expires or is terminated; or
 - c. the date upon which specific liability insurance is arranged for such premises;
3. individual or family cemetery plots or burial vaults in Canada;
4. vacant land in Canada you own or rent, other than farm land;
5. land in Canada where you are, or an independent contractor is, building a one, two or three-family residence to be occupied by you;
6. premises in Canada, leased or rented under any agreement, where a student insured by this policy is temporarily residing.

“Property Damage” means:

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

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

This includes persons who perform household or domestic services or duties of a similar nature for you. This does not include persons while performing duties in connection with your “business”.

“Small Watercraft” means:

1. either a watercraft, including its attachments, equipped with a motor or motors of not more than 19 kW (25 H.P.) in total or;
2. non-motorized watercraft, including its attachments, not more than 8 metres (26 feet) in length;

“Specified Perils” means:

1. fire;
2. lightning;
3. explosion;
4. smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the “premises”;
5. falling object which strikes the exterior of a building;
6. impact by aircraft or land vehicle;
7. riot;
8. vandalism or malicious acts, not including loss or damage caused by theft or attempted theft;
9. “water damage”;
10. windstorm or hail;
11. loss or damage caused by collision, upset, overturn, derailment, stranding or sinking of any automobile or attached trailer in which the insured property is being carried. This would also apply to any conveyance of a common carrier, but does not include loss or damage to property in a vacation or home trailer which you own.

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

“Spouse” means a person:

- who is married to or has entered into a civil union with another person and is living with that person; or
 - who has been living with another person of the opposite or the same sex and has been publicly represented as that person’s spouse for at least three years
- or, in the following cases, for at least one year if:
- a child has been born or is to be born of their union; or
 - they have adopted a child together; or
 - one of them has adopted a child of the other.

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

“Terrorism” means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a sector of the public.

“Unit” means that portion of the building described on the Certificate of Property Insurance, occupied by you as a tenant for private residence.

“Vacant” means the circumstance where, regardless of the presence of furnishings, all occupants have moved out with no intention of returning to occupy the “unit”. A newly constructed unit is “vacant” after it is completed and before the occupant(s) move(s) in.

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

“Water Damage” means:

- a. the sudden and accidental escape of water from a “watermain”;
- b. the sudden and accidental escape of water or steam from within a plumbing, heating, sprinkler or air conditioning system or “domestic water container”, which is located inside the building containing your “unit”;
- c. the sudden and accidental escape of water from a “domestic water container” located outside the building containing your “unit”. However, such damage is not covered when the escape of water is caused by freezing;
- d. water which enters your “unit” through an opening which has been created suddenly and accidentally by an Insured Peril other than water; or
- e. water which enters your “unit” through a roof resulting from the accumulation of ice or snow on the roof or eavestrough.

“Weekly Indemnity” means two-thirds of your “residence employee’s” weekly net wage at the date of the accident, subject to a maximum of \$100 per week.

SECTION I - PROPERTY COVERAGE

INSURED PERILS

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

COVERAGES

This section describes the insurance on your property. It also includes additional living expenses and fair rental value where applicable.

Personal Property

On Your "Premises"

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

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

Temporarily Away From Your "Premises"

We insure your personal property while it is temporarily away from your "premises", anywhere in the world. However, personal property, other than property of a student insured by this policy, normally kept at any other location you own, rent or occupy is only insured up to \$5,000 in all.

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

In A Warehouse

Personal property stored in a warehouse is insured for a period of 30 days only, from the date that the personal property was first stored. Coverage will continue beyond that date for the peril of theft only.

Improvements and Betterments

We insure "unit" improvements and betterments made by you or acquired at your expense but only in the portion you occupy as your "unit". This coverage is not in addition to the Limit of Coverage for Personal Property stated on your Certificate of Property Insurance.

Personal Property Not Insured

We do not insure loss or damage to:

1. trailers, except as provided under High-Value Items;
2. property at any fairground, exhibition or exposition for the purpose of exhibition or sale;
3. evidences of debt or title;
4. sporting equipment, where the loss or damage is due to its use;
5. animals, birds or fish unless the loss or damage is caused by a "specified peril" other than impact by land vehicle;
6. securities, money or bullion;
7. cannabis in all consumable forms and cannabis plants, whether for recreational or medicinal use;
8. any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
9. any property illegally acquired, kept, stored or transported, or property subject to forfeiture;
10. a. motorized vehicles or their equipment except for:
 - i. wheelchairs or scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability and motorized golf carts and electric golf caddies;
 - ii. electric vehicles for children with a maximum capable speed of 10km/h;
 - iii. electric bicycles or electric scooters, their equipment and accessories, with a maximum capable speed of 32km/h; except as shown under High-Value Items;
 - iv. watercraft including attachments and accessories, except as provided under High-Value Items;
 - v. motorized lawn mowers, garden tractors including attachments and accessories or snow blowers.
- b. camper units, truck caps or trailers, which are motorized vehicles or are attached to, carried upon, or being towed by a motorized vehicle, or their equipment;
- c. aircraft or their equipment;
- d. jet-propelled personal watercraft, their furnishings and equipment.

Equipment includes audio, visual, recording, or transmitting equipment powered by the electrical system but does not include spare automobile parts.

High-Value Items

We insure the following High-Value Items:

1. Jewellery, watches, gems;
2. fur garments and garments trimmed with fur;
3. numismatic property (such as coin collections);
4. manuscripts, stamps and philatelic property (such as stamp collections);
5. collectible cards (such as sports personality cards) and comic books;
6. pedal or electric bicycle or electric scooter, their equipment and accessories;
7. trailers and their equipment;
8. spare automobile parts;
9. motorized golf carts and electric golf caddies;
10. fine arts;
11. Asian rugs;
12. musical instruments;
13. collectibles;
14. china, and silverware;
15. sporting equipment;

- 16. wine & spirits; and
 - 17. "small watercraft" and trailers.
- up to a maximum of \$2,500 per item and in the aggregate.
 We insure "cash cards" up to a limit of \$250.
 These limits are in addition to the Limit of Coverage for Personal Property.

Additional Living Expenses

You have this coverage only if it is shown on the Certificate of Property Insurance. The periods of time stated below are not limited by the expiration of this policy.

1. Additional Living Expenses

If as a result of damage by an Insured Peril, your "unit" is unfit for occupancy or you have to move out while repairs are being made, we insure any necessary and reasonable increase in living expenses, including moving expenses incurred by you, so that your household can maintain its normal standard of living. Payment will be for the reasonable time required to repair or rebuild your "unit" or, if you permanently relocate, the reasonable time required for your household to settle elsewhere.

2. Fair Rental Value

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

3. Prohibited Access By Civil Authority

If a "civil authority" prohibits access to your "unit":

- a. as a direct result of damage to neighbouring premises by an Insured Peril under this policy, we insure any resulting Additional Living Expenses and Fair Rental Value loss for a period not exceeding 4 weeks; or
- b. by order for mass evacuation as a direct result of a sudden and accidental event within Canada or the United States of America, we insure any resulting Additional Living Expenses incurred by you for the period access is prohibited, not exceeding 4 weeks.

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

- i. flood, meaning waves, tides, tidal waves, tsunami or the rising of, the breaking out or the overflow of, any body of water, whether natural or man-made;
- ii. earthquake;
- iii. war, invasion, act of a foreign enemy, declared or undeclared hostilities, civil war, rebellion, revolution, insurrection or military power;
- iv. "terrorism";
- v. any nuclear incident as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute, or any law amendatory thereof or nuclear explosion;
- vi. contamination by radioactive material.

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

EXCLUSIONS

We do not insure:

- 1. scratching, abrasion or chipping of any personal property or breakage of any fragile or brittle articles unless caused by a "specified peril", accident to a land vehicle, watercraft or aircraft, or theft or attempted theft;
- 2. wear and tear, deterioration, inherent vice, latent defect or mechanical breakdown;
- 3. the cost of making good faulty material, design or workmanship;
- 4. a. "data", except as provided under EXTENSIONS OF COVERAGE; or
 b. loss or damage caused directly or indirectly by "data problem". However, if loss or damage caused by "data problem" results in the occurrence of further loss or damage to property insured that is directly caused by fire, explosion, smoke, "water damage", each as described in "specified perils", this exclusion will not apply to such resulting loss or damage;
- 5. increased costs of repair or replacement due to the operation of any by-law, regulation, ordinance or law regulating the zoning, demolition, repair or construction of the "unit", nor the cost of any related services;

nor do we insure loss or damage:

- 6. resulting from any intentional or criminal act or failure to act by:
 - a. any person insured by this policy; or
 - b. any other person at the direction of any person insured by this policy.
 However, this exclusion does not apply to any person insured by this policy, who:
 - i) has not committed and was not a party to the intentional or criminal act or failure to act; and
 - ii) has not abetted or colluded in the intentional or criminal act or failure to act; and
 - iii) 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, but only to the extent of their proportional interest in the lost or damaged property;
 - 7. to personal property undergoing any process or while being worked on, where the damage results from such process or work, but resulting damage to other property is insured;
 - 8. to "business property";
 - 9. caused by any water unless the loss or damage resulted from "water damage".
- Furthermore, we do not insure loss or damage:
- a. caused by freezing during the usual heating season:
 - i. within a heated portion of your "unit" if you have been away from your "unit" for more than 4 consecutive days but you will still be insured if you had taken one of the following precautions:
 - i. arranged for a competent person to enter your "unit" each day you were away to ensure that heating was being maintained;
 - ii. shut off the water supply and had drained all the pipes and "domestic water containers";

- iii. taken reasonable care to ensure that the heating was being maintained; or
 - iv. ensure your heating system is connected by a monitored heating alarm to a station providing 24-hour service,
 - 2. within an unheated portion of your "unit";
 - b. caused by seepage or leakage of water;
 - c. caused by the backing up or escape of water from a sewer or storm drain, sump or septic tank;
 - d. caused by "ground water" or rising of the water table;
 - e. caused by flood, "surface waters", waves, tides, tidal water, tsunami, spray from any of the aforementioned, whether or not driven by wind, unless the water escapes from a "watermain" or from a "domestic water container" located outside the building containing your "unit";
 - f. caused by shoreline ice build-up or by water-borne ice or other objects, all whether driven by wind or not;
 - g. to a "watermain";
 - h. to a system or "domestic water container" from which water escaped;
 - i. occurring while your "unit" is under construction or "vacant" even if we have given permission for construction or vacancy;
10. caused by birds, vermin, skunks, raccoons, bats, rodents, insects, domestic or domesticated animals, except loss or damage to building glass forming part of your "unit" ;
11. caused by smog or smoke from agricultural smudging or industrial operations;
12. caused by settling, expansion, contraction, moving, bulging, buckling or cracking except resulting damage to building glass forming part of your "unit";
13. caused by theft or attempted theft by any tenant, tenant's guest's, tenant's employee, or member of a tenant's household;
14. caused by theft or attempted theft of property in or from a "unit" under construction, or of materials and supplies for use in the construction, until the "unit" is completed and ready to be occupied;
15. caused by vandalism or malicious acts or glass breakage occurring while your "unit" is under construction or "vacant" even if permission for construction or vacancy has been given by us;
16. occurring after your "unit" has, to your knowledge, been "vacant" for more than 30 consecutive days;
17. resulting from a change in ownership of property that is agreed to, even if that change was brought about by trickery or fraud;
18. caused by rust or corrosion, wet or dry rot or "fungi" or "spores" or bacteria, acid rain or by contamination;
19. caused by snowslide, earthquake, landslide, any other earth movement or erosion. If any of these results in fire or explosion, we will pay only for the resulting loss or damage;
20. caused by war, invasion, act of a foreign enemy, declared or undeclared hostilities, civil war, rebellion, revolution, insurrection or military power;
21. caused directly or indirectly by:
- a. any nuclear incident as defined in the Nuclear Liability Act, or any other nuclear liability act, law or statute, or any law amendatory thereof, or caused by nuclear explosion;
 - b. contamination by radioactive material.
22. caused directly or indirectly, in whole or in part, by "terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

EXTENSIONS OF COVERAGE

The following Extensions of Coverage are included but do not increase the Limits of Coverage shown on the Certificate of Property Insurance unless noted in this section; and are subject to the terms, exclusions and conditions of this policy.

1. Arson or Theft Conviction Reward

We will pay up to \$1,000 in all as a reward, for information that leads to a conviction for either arson or theft. The conviction must involve loss or damage to which this insurance applies caused by arson or theft.

This coverage is not subject to a deductible.

2. Change of Temperature

While your personal property is in your "unit", it is insured for loss or damage due to a change of temperature resulting from damage to your "unit" or equipment caused by an Insured Peril.

3. Credit, Debit, or Automated Teller Cards, Forgery and Counterfeit Money

We will pay up to:

- a. \$10,000 for your legal obligation under Canadian Law because of the theft or unauthorized use of any credit, debit or automated teller cards issued to you or registered in your name(s), including the unauthorized use of the card number, provided you have complied with all the conditions under which the card was issued;
- b. \$5,000 for any loss to you caused by forgery or alteration of cheques, drafts or other negotiable instruments;
- c. \$5,000 for any loss arising from your acceptance in good faith of counterfeit Canadian or United States paper currency.

We do not insure losses:

- i. arising out of your "business" pursuits;
- ii. caused by your dishonesty;
- iii. caused by the use of your credit, debit or automated teller cards by a resident of your household or by a person to whom you have entrusted the card.

The most we will pay under these subsections will be subject to an aggregate maximum amount of \$10,000 during the policy period.

Conditions. If a claim is made or a legal action is brought against you because of a legal requirement to pay under a credit (or similar) card, based on subsections a, b, or c above, we will defend such claim or action. In defending you, we may conduct an investigation and make any settlement we consider advisable. If we defend you, the legal costs we will cover include reasonable lawyer's fees, court costs and similar legal expenses which are incurred.

The most we will pay for these legal costs is \$1,000. However, we are not obligated to pay or defend any claim when our payment reaches the limit of this coverage.

This coverage is not subject to a deductible.

4. Damage to "Unit"

You may apply up to \$3,000 of the Limit of Coverage for Personal Property to pay for damage, not including fire damage:

- a. to your "unit", directly caused by theft or attempted theft;
- b. to the interior of your "unit", directly caused by vandalism or malicious acts;
- c. directly caused by vehicle impact while the vehicle is being operated by you;
- d. to your "unit" caused unintentionally by you while repairing or maintaining the "unit" or "premises".

We also insure loss or damage to the doors and glass that form part of your "unit", caused by an Insured Peril, if you are responsible under the terms of your leasing agreement.

5. Debris Removal

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

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

6. Fire Department Charges

We will reimburse you for fire department charges incurred for attending your "premises" because of an Insured Peril.

This coverage is not subject to a deductible.

7. Freezer Food

We will pay up to \$2,000 in all for loss or damage to food while contained in a freezer on your "premises" resulting from the failure of the freezer's refrigeration equipment caused by:

- the accidental interruption of electrical power; or
- mechanical breakdown of the freezer.

This coverage includes damage to the freezer itself resulting from spoilage of foods contained within and also the reasonable expenses you incur to save and preserve the food from spoilage while your freezer is being repaired.

We do not insure loss or damage:

- a. caused by an interruption of electrical power due to the operation of a circuit breaker or fuse;
- b. resulting from the accidental or intentional disconnection of the power supply to the freezer unit;
- c. expenses incurred in the acquisition of food; or
- d. loss from natural spoilage.

8. Headstones

We will pay up to \$5,000 in all for loss or damage caused by a "specified peril" to headstones or mausoleums, located in Canada, where you maintain individual or family cemetery plots or burial vaults.

This coverage is not subject to a deductible.

9. Lock Replacement

We will pay up to \$500 to replace or re-key, at our option, the lock(s) on your "unit" if your keys are stolen. In addition, we will pay up to \$500 for the replacement of the lock(s) on your automobile(s) if the automobile keys are stolen.

The theft must be reported to the police or law enforcement agency having jurisdiction at the location of the theft.

This coverage is not subject to a deductible.

10. Loss Assessment

If you are a member of the corporation or association of property owners, we will pay up to:

- a. \$250,000 in all, for your share of loss assessment charged during the policy period against you, as the owner or tenant of the "unit", by the corporation or association of property owners. The assessment must be made as a result of direct loss to property, owned by all members of the corporation or association of property owners collectively, of the type that would be covered by this policy caused by a peril insured by this policy;
- b. \$25,000 for that part of an assessment made necessary by a deductible in the insurance policy of the corporation or association of property owners.

11. Moving to Another Home

We insure your personal property while in transit to and at another location within Canada provided:

- a. we are the insurer of the new location; and
- b. it is to be occupied by you as your principal residence.

Coverage applies for 60 consecutive days commencing on the date personal property is removed from your principle "unit", but not beyond the date the policy expires or is terminated.

12. Outdoor Trees, Plants, Shrubs and Lawns

You may apply up to 5% in all, of the Limit of Coverage for Personal Property to loss or damage to trees, plants, shrubs and lawns on your "premises". We will not pay more than \$1,500 for any one tree, plant or shrub including debris removal expenses.

We insure these items against loss caused by fire, lightning, explosion, impact by aircraft or land vehicles, riot, vandalism or malicious acts, theft including damage caused by attempted theft, collapse of a building or any part of a building.

If a tree not insured otherwise, falls against your "unit", we will pay up to \$1,000 in any one event, for the cost of removing the tree debris from your "premises".

We do not insure items grown for "business".

13. Personal Data Stored in a Computer

We will pay up to \$5,000 to recreate personal "data" stored in your computer while it is on your "premises", for loss of those records if the loss is caused by a "specified peril".

14. Property Removed

If you must remove your property from your "premises" to protect it from loss or damage, we will insure it for 90 days or until your policy term ends, whichever occurs first.

15. Tear Out

If any part of your "unit" improvements or betterments insured must be removed or torn apart before insured "water damage" covered by this policy can be repaired, we will pay the cost of such work and its restoration.

This extension does not cover the cost of tearing out and replacing property to repair damage related to outdoor "domestic water containers" or public "watermains".

BASIS OF CLAIM PAYMENT

We will pay for insured loss of or damage to your personal property and “unit” improvements and betterments as described below up to your financial interest in the property, but not exceeding the applicable Limits of Coverage shown on the Certificate of Property Insurance for any loss or damage arising out of one occurrence.

All coverages under Section I are subject to a deductible, unless stated otherwise.

Any loss or damage will not reduce the Limits of Coverage provided by this policy, unless stated otherwise.

Deductible

We are responsible only for the amount by which the loss or damage caused by any of the Insured Perils exceed the amount of the deductible shown on the Certificate of Property Insurance in any one occurrence.

A deductible is the amount that you are responsible for in a loss.

If your claim involves personal property described under High-Value Items, those limits only apply to the amount of loss exceeding the deductible amount.

Disappearing Deductible

If the insured loss or damage exceeds \$25,000, the policy deductible will no longer apply and we will pay the full amount of the loss. However, this clause does not apply if loss or damage occurs:

- a. while the “unit” is “vacant”;
- b. while the “unit” is under construction; or
- c. by the peril of earthquake.

Inflation Protection

If there is a loss insured under Section I, we will automatically increase the Limit of Coverage for Personal Property and the Limit of Coverage for Additional Living Expenses shown on the Certificate of Property Insurance by amounts which are solely attributable to the inflation increase:

- since the inception date of this policy; or
- since the latest renewal or anniversary date; or
- from the date of the most recent change to the Limit of Coverage shown on the Certificate of Property Insurance, whichever is the latest.

On renewal or anniversary date, we will automatically increase the Limit of Coverage for Personal Property and the Limit of Coverage for Additional Living Expenses shown on the Certificate of Property Insurance under Section I by amounts which are solely attributable to the inflation increase since the inception date of this policy or the latest renewal or anniversary date.

Personal Property

We will pay on the basis of “personal property replacement cost” only if the property lost or damaged is repaired or replaced as soon as reasonably possible except for:

- a. articles that cannot be replaced with new articles because of their inherent nature, including antiques, fine arts, paintings and statuary;
 - b. articles for which their age, rarity, obsolescence or history, substantially contributes to their value, such as memorabilia, souvenirs, and collector items;
 - c. property that has not been maintained in good or workable condition;
 - d. property that is no longer used for its original purpose;
- for which we will pay only on the basis of “actual cash value”.

For electronic media we will pay the cost of reproduction from duplicates or from originals of the previous generation of the electronic media. We will not pay the cost of gathering or assembling information or “data” for reproduction, except as provided under EXTENSIONS OF COVERAGE.

For other records, including books of account, drawings or card index systems, we will pay the cost of blank books, pages, cards or other materials plus the cost of actually transcribing or copying the records.

For personal property described under High-Value Items we will pay on the basis of “personal property replacement cost” or “actual cash value”, but will not pay more than the Limit of Coverage for High-Value Items.

“Personal Property Replacement Cost” means the cost, on the date of the loss or damage, of the lesser of:

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

Pair and Set

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

Parts

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

Improvements and Betterments

If you replace or repair the damaged or destroyed “unit” or “unit” improvements and betterments at your expense within a reasonable time after damage occurs, we will pay for the actual cost of repairs or replacement (whichever is less) without depreciation.

If loss or damage is not replaced or repaired, we will pay the “actual cash value” of the loss or damage on date of the occurrence.

SECTION II - LIABILITY COVERAGE COVERAGES

This insurance applies:

1. only to accidents or occurrences which take place during the period this policy is in force; and
2. except for the Limits of Coverage, separately to each “insured” against whom the claim is made or action is brought.

Legal Liability

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

We will pay all sums which you become legally liable to pay as compensatory damages because of claims made against you arising from unintentional "bodily injury", "personal injury" or "property damage" arising out of:

1. your personal actions anywhere in the world;
2. your occupancy, use or maintenance of the "premises".

The Limit of Coverage for Legal Liability shown on the Certificate of Property Insurance is the maximum amount we will pay for all compensatory damages in respect of one accident or occurrence regardless of the number of "insured(s)" against whom claims are made or actions are brought.

Defence costs and supplementary expense payments as described under "Defence", and "Supplementary Payments" are in addition to the Limit of Coverage for Legal Liability.

In cases where the same claim would involve both this insurance and any other insurance policy or form established in the name of an insured by us or by one of our affiliates, the maximum payable under this policy will be limited so that recovery is limited to the highest limit applicable to the same location under any of the policies or forms. This provision does not apply to any other insurance issued by us or any of our affiliates for the purpose of providing coverage in excess to this policy.

Exclusions

We do not insure claims made against you arising from:

1. liability you have assumed by contract unless your legal liability would have applied even if no contract had been in force, but we do insure claims made against you for the legal liability of other persons in relation to your "premises" that you have assumed under a written contract;
2. "property damage" to:
 - a. property owned by you;
 - b. property used, occupied, leased or rented by you or in your care, custody or control except for unintentional "property damage" to premises owned by others or their contents, which you are using, renting or have in your custody or control, caused by fire, explosion, "water damage" or smoke. Smoke means smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the premises, but not smoke from fireplaces;
3. personal property or fixtures as a result of work done on them by you or anyone on your behalf;
4. "bodily injury" or "personal injury" to you or to any person residing in your household other than a "residence employee";
5. the personal actions of a "Named Insured" who does not reside on the "premises". This exclusion does not apply to a student insured under this policy;

nor will we:

6. pay any fines, penalties, punitive damages, exemplary damages or any other sum over and above actual compensatory damages. There are other exclusions that apply to all Coverages under Section II. Please refer to COMMON EXCLUSIONS.

Defence

If a claim is made against you for which you are insured, we will defend you, even if the claim is groundless, false, or fraudulent. We reserve the right to select legal counsel, investigate, negotiate and settle any claim if we decide this is appropriate. We will pay only for the legal counsel we select.

Supplementary Payments

We will also pay:

1. all expenses which we incur;
2. all costs charged against you in any legal action insured;
3. any interest accruing after judgment on that part of the judgment which is within the Limit of Coverage for Legal Liability;
4. premiums for appeal bonds required in any insured legal action involving you and bonds to release any property that is being held as security, up to the Limit of Coverage for Legal Liability, but we are not obligated to apply for or provide these bonds;
5. reasonable expenses including actual loss of income up to \$100 per day, which you incur at our request.

Our right and duty to defend ends when we have used up the applicable Limit of Coverage for Legal Liability in the payment of judgements. No other obligation or liability to pay sums or perform acts or service is covered unless explicitly provided for under "Supplementary Payments".

No-Fault Medical Payments

We will pay reasonable medical expenses incurred within one year of the date of the accident, if you unintentionally injure another person or if they are accidentally injured on your "premises". This coverage is available even though you are not legally liable. Medical expenses include surgical, dental, hospital, nursing, ambulance service and funeral expenses.

The Limit of Coverage for No-Fault Medical Payments shown on the Certificate of Property Insurance is the maximum amount we will pay for each person in respect of one accident or occurrence.

Exclusions

We will not pay:

1. expenses covered by any medical, dental, surgical or hospitalization plan or law, or under any other insurance contract;
2. your medical expenses or those of persons residing with you, other than "residence employees";
3. medical expenses of any person covered by any workers' compensation statute.

There are other exclusions that apply to all Coverages under Section II. Please refer to COMMON EXCLUSIONS.

No-Fault Payment for Damage to Property

We will pay for unintentional direct damage you cause to property even though you are not legally liable. You may also use this coverage to reimburse others for direct "property damage" caused intentionally by an "insured", 12 years of age or under.

Exclusions

We do not insure:

1. damage to property owned or rented by you or your tenant;
2. damage to property which is insured under "Section I";
3. claims resulting from the loss of use, disappearance or theft of property.

There are other exclusions that apply to all Coverages under Section II. Please refer to COMMON EXCLUSIONS.

Basis of Payment

We will pay whichever is the lower amount of:

1. what it would cost to repair or replace the property with materials of similar quality at the time of loss;
2. the Limit of Coverage for No-Fault Payment for Damage to Property shown on the Certificate of Property Insurance.

We may pay for the loss in money or may repair or replace the property, and we may settle any claim for loss of property either with you or the owner of the property. We may take over any salvage if we wish.

No-Fault Compensation for Residence Employees

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

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

A “residence employee” or anyone acting on his or her behalf who accepts these benefits must sign a release giving up any right to sue you. We have the right to recover from anyone, other than you, who is responsible for the “residence employee’s” injury or death.

Exclusion

We will not pay benefits for any hernia injury.

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

Schedule of Benefits

1. Loss of Life:

If your “residence employee” dies from injuries received in the accident within the following 26 weeks, we will pay:

- a. a total of 100 times the weekly indemnity to those wholly dependent upon him or her. If there is more than one dependent the amount will be divided equally among them. This payment is in addition to any benefit for Temporary Total Disability paid up to the date of death;
- b. actual funeral expenses, up to \$2,000.

2. Temporary Total Disability:

If your “residence employee” temporarily becomes totally disabled from injuries received in the accident within 14 days following the accident and cannot work at any job, we will pay “weekly indemnity” up to 26 weeks while such disability continues. We will not pay for the first 7 days unless the disability lasts for 6 weeks or more.

3. Permanent Total Disability:

If your “residence employee” becomes permanently and totally disabled from injuries received in the accident within 26 weeks following the accident and cannot work at any job, we will pay “weekly indemnity” amount for 100 weeks in addition to benefits provided under Temporary Total Disability.

4. Injury Benefits:

If, as a result of the accident, your “residence employee” suffers the loss of, or permanent loss of use of, any of the following within 26 weeks following the accident, we will pay “weekly indemnity” amount for the number of weeks shown. These benefits will be paid in addition to Temporary Total Disability Benefits but no others.

We will not pay more than 100 weeks in total even if the accident results in loss from more than one item

For loss of	No. of Weeks
a. One of more of the following	100
• hand	
• arm	
• foot	
• leg	
b. One finger or toe	25
or	
more than one finger or toe	50
c. One eye	50
or	
both eyes	100
d. Hearing of one ear	25
or	
hearing of both ears	100

5. Medical Expenses:

If as a result of the accident your “residence employee” incurs medical expenses including surgical, dental, hospital, nursing and ambulance expenses within 26 weeks following the accident, we will pay up to a maximum of \$1,000 in addition to all other benefits.

We will pay the cost of supplying or renewing artificial limbs or braces, made necessary by the accident, for up to 52 weeks after the accident, up to a maximum of \$5,000.

We do not insure you for costs recoverable from other insurance plans.

6. Autopsy

In case of death we can require an autopsy before we make payment.

Loss Assessment:

We will pay up to the Limit of Coverage for Legal Liability stated on the Certificate of Property Insurance for your share of loss assessment charged during the policy period against you, as owner or tenant of the “unit”, by a corporation or an association of property owners and the assessment is made necessary by occurrence(s) to which Legal Liability coverage of Section II applies.

We will pay up to \$25,000 for that part of an assessment made necessary by a deductible to you as owner or tenant of the "unit", by a corporation or an association of property owners.

COMMON EXCLUSIONS

The following exclusions are in addition to those contained under Legal Liability, No-Fault Medical Payments No-Fault Payment for Damage to Property, and No-Fault Compensation for Residence Employees.

We do not insure claims arising from:

1. "bodily injury", "personal injury" or "property damage" caused by any intentional or criminal act or failure to act by:
 - a. any person insured by this policy; or
 - b. any other person at the direction of any person insured by this policy;
2.
 - a. sexual, physical, psychological or emotional abuse, molestation or harassment, including corporal punishment by, at the direction of, or with the knowledge of any person insured by this policy; or
 - b. failure of any person insured by this policy to take steps to prevent sexual, physical, psychological or emotional abuse, molestation or harassment or corporal punishment;
3. the transmission of any communicable disease by any person insured by this policy;
4. the rendering or failure to render any professional service;
5. liability imposed upon or assumed by you under any workers compensation statute;
6. "business" pursuits or any "business" use of the "premises", except as provided under SPECIAL LIMITATIONS;
7. the ownership, use or operation of any watercraft, motorized vehicle or trailer, except as provided under SPECIAL LIMITATIONS;
8. the ownership, use or operation:
 - a. of any aircraft; or
 - b. premises used as an airport or landing facility;and all activities related to either;

nor do we insure:

9. "bodily injury", "personal injury" or "property damage", including any loss of use caused by:
 - a. erasure, destruction, corruption, misappropriation or misinterpretation of "data";
 - b. error in creating, amending, entering, deleting or using "data";
10. "bodily injury", "personal injury" or "property damage" arising out of any distribution or display via a website, the internet, an intranet or extranet or any similar device or system designated or intended for electronic communication of "data";
11. "bodily injury", "personal injury" or "property damage" or any other cost, loss or expense incurred by others, arising directly or indirectly from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any "fungi" or "spores" however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, clean-up, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of "fungi" or "spores". This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the "bodily injury", "personal injury" or "property damage";
12. "bodily injury", "personal injury" or "property damage" arising directly or indirectly, in whole or in part, out of war, invasion, act of a foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power;
13. "bodily injury", "personal injury" or "property damage" which is required to be insured under a nuclear energy liability policy issued by the Nuclear Insurance Association of Canada, or any other group or pool of insurers;
14. "bodily injury", "personal injury" or "property damage" arising directly or indirectly, in whole or in part, 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 regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the claim.

SPECIAL LIMITATIONS

1. Watercraft And Motorized Vehicles You Own:

You are insured against claims arising out of your ownership, use or operation of:

- a. watercraft, including their attachments, equipped with an outboard motor or motors of not more than 22kW (30 H.P.) in total or equipped with any other type of motor, including an inboard or an inboard-outboard motor, of not more than 38kW (50 H.P.); when used with or on a single watercraft;
- b. non-motorized watercraft, including their attachments, not more than 8 metres (26 feet) in length;
- c. self-propelled lawn mowers, snow blowers, garden-type tractors of not more than 19kW (25 H.P.);
- d. motorized golf carts or electric golf caddies;
- e. motorized wheelchairs, including motorized scooters having more than two wheels and specifically designed for the carriage of a person who has a physical disability;
- f. electric bicycles or electric scooters with a maximum capable speed of 32 km/h;
- g. electric vehicles for children with a maximum capable speed of 10 km/h.

If you own any motors or watercraft larger than those stated above, you are insured only if they are shown on the Certificate of Property Insurance and a separate premium has been charged for liability.

If the watercraft or motor with which it is equipped is acquired after the effective date of this policy, you will be insured automatically for a period of 30 days only from the date of acquisition or until your policy expires or is terminated, whichever comes first.

You are not insured if your watercraft is a jet-propelled personal watercraft unless shown on the Certificate of Property Insurance and a separate premium has been charged for liability.

2. Watercraft And Motorized Vehicles You Do Not Own:

You are also insured against claims arising out of your use or operation of:

- a. any type of watercraft;
- b. any self-propelled land vehicle, amphibious vehicle or air cushion vehicle, which is not subject to motor vehicle registration; provided the watercraft or motorized vehicle is not owned by anyone included in the definition of "insured" in Section II of this policy.

You are not insured for damage to the watercraft or vehicle itself.

3. Watercraft and Motorized Vehicle Uses We Do Not Insure:

We do not insure the use or operation of any watercraft or motorized vehicle, whether owned by you or not, while it is:

- a. used for carrying passengers for compensation;
- b. used for "business" purposes;
- c. used in any race or speed (except for sailboat not more than 8 metres (26 feet) in length);
- d. rented to others;
- e. being used or operated without the owner's consent if you are not the owner.

4. Trailers:

We insure you against claims arising out of your ownership, use or operation of any trailer or its equipment, provided such trailer is not attached to, carried on, or being towed by a motorized vehicle subject to motor vehicle registration.

5. "Business" and "Business Property":

We insure you against claims arising out of:

- a. your personal actions during the course of your trade, profession or occupation which are not related directly to your trade, profession or occupation;
- b. the occasional rental to others of a portion of the "unit" usually occupied by you as a private residence, if the rented portion of the "unit" is used only as a private residence;
- c. the rental to others of portions of your one, two or three-family "unit" occupied in part by you as a private residence provided no family unit includes more than 2 roomers or boarders;
- d. the use of part of your "unit" by you for incidental office occupancy;
- e. the rental to others, or holding for rent, of not more than 3 car spaces or stalls in garages or stables on the "premises";
- f. the temporary or part time "business" pursuits of an "insured" person under the age of 21 years.

ADDITIONAL CONDITIONS

The following Conditions apply to your entire Policy unless specified otherwise.

1. ACTION AGAINST US SECTION II. No legal action may be brought against us:

- a. until you have fully complied with all the terms of this Coverage, nor until the amount of your obligation to pay has been finally determined, either by a judgment against you or by an agreement which has our consent;
- b. more than one year after either the date of an agreement which has our consent or of the final determination of the action against you, including appeals, if any.

2. CANADIAN CURRENCY. All amounts of insurance, premiums and other amounts expressed in this policy are in Canadian Currency.

3. CHANGES TO POLICY. The terms of the policy can be changed only by a written amendment we issue. Only the Named Insured is authorized to request changes to the terms of this policy.

4. DUTIES AFTER LOSS SECTION I. After submission of the Proof of Loss in respect of a loss which may be insured under Section I each of you may be required separately to:

- a. submit to examination under oath,
- b. produce for examination all documents in your possession or control that relate to the application for insurance and Proof of Loss, and
- c. permit extracts and copies of such documents to be made, all at a reasonable place and time designated by us.

DUTIES AFTER OCCURRENCE SECTION II.

When an accident or occurrence takes place you must promptly give us notice (in writing if requested by us).

The notice must include:

- a. your name and policy number;
- b. the date, time, place and circumstances where the accident, occurrence or offense took place;
- c. names and addresses of witnesses and potential claimants;
- d. the interest of all persons in the property affected.

If requested by us, you must arrange for the injured person(s) to:

- a. give us written proof of loss as soon as possible, under oath if required;
- b. submit to physical examination at our expense by doctors we select as often as we may reasonable require;
- c. authorise us to obtain medical and other records.

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

5. INSURANCE UNDER MORE THAN ONE POLICY SECTION I. If you have insurance on specifically described property, this policy will be considered excess insurance and we will not pay any loss or claim until the amount of such other insurance is used up. In all other cases, we will pay our rateable proportion of the loss or claim under this policy.

INSURANCE UNDER MORE THAN ONE POLICY SECTION II. If you have other insurance which applies to a loss or claim, or would have applied if this policy did not exist, this policy will be considered excess insurance and we will not pay any loss or claim until the amount of such other insurance is used up.

6. LIBERALIZATION CLAUSE. If, during the policy period, we issue any authorized endorsements or rules or regulations affecting the Policy are revised by statute or otherwise, so as to broaden the insurance coverage without an additional premium charge, such extended or broadened insurance will become a term of this Policy and will be used to your benefit.

7. NOTICE TO AUTHORITIES SECTION I. Where loss or damage is due to malicious acts, theft, burglary, robbery, or attempted thereof, or is suspected to be due, you must give immediate notice thereof to the Insurer (us) or other authorities having jurisdiction.

8. NO BENEFIT TO BAILEE SECTION I. It is warranted by you that this policy will in no way be used directly or indirectly to the benefit of any carrier or other bailee.

9. PREMIUMS. The Named Insured:

- a. is responsible for the payment of all premiums; and
- b. will be the payee for any return premiums we pay.

12. SUBROGATION. We will be entitled to assume all your rights of recovery against others and bring action in your name to enforce these rights when we make payment or assume liability under this policy.

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

13. UNAUTHORIZED SETTLEMENTS SECTION II. You will not, except at your cost, voluntarily make any payment, assume any

obligations or incur expenses, other than first aid expenses necessary at the time of accident

STATUTORY CONDITIONS

All of the conditions set out under **Statutory Conditions** apply with respect to all of the perils insured under Section I except that these conditions may be modified or supplemented by the provisions of the said Section I or by forms or endorsements which modify Section I. Statutory Conditions I, 3, 4, 5 and I5 incorporated in this policy apply as conditions to all Coverages under Section II except that these conditions may be modified or supplemented by the provisions of said Section II or by forms or endorsements which modify Section II.

1. MISREPRESENTATION. If a person applying for insurance falsely describes the property to the prejudice of the Insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the Insurer in order to enable it to judge of the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

2. PROPERTY OF OTHERS. Unless otherwise specifically stated in the contract, the Insurer is not liable for loss or damage to property owned by any person other than the Insured, unless the interest of the Insured therein is stated in the contract.

3. CHANGE OF INTEREST. The Insurer is liable for loss or damage occurring after an authorized assignment under the Bankruptcy Act (Canada) or change of title by succession, by operation of law, or by death.

4. MATERIAL CHANGE. Any change material to the risk and within the control and knowledge of the Insured avoids the contract as to the part affected thereby, unless the change is promptly notified in writing to the Insurer or its local agent, and the Insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the contract, or may notify the Insured in writing that, if the Insured desires the contract to continue in force, the Insured must, within fifteen days of the receipt of the notice, pay to the Insurer an additional premium, and in default of such payment the contract is no longer in force and the Insurer will return the unearned portion, if any, of the premium paid.

5. TERMINATION.

(1) This contract may be terminated,

(a) by the Insurer giving to the Insured fifteen days' notice of termination by registered mail or five days' written notice of termination personally delivered;

(b) by the Insured at any time on request.

(2) Where this contract is terminated by the Insurer,

(a) the Insurer will refund the excess of premium actually paid by the Insured over the proportionate premium for the expired time, but, in no event, will the proportionate premium for the expired time be deemed to be less than any minimum retained premium specified; and

(b) the refund will accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund will be made as soon as practicable.

(3) Where this contract is terminated by the Insured, the Insurer will refund as soon as practicable the excess of premium actually paid by the Insured over the short rate premium for the expired time, but in no event will the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.

(4) The refund may be made by money, postal or express company money order or cheque payable at par.

(5) The fifteen days mentioned in clause (1)(a) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

6. REQUIREMENTS AFTER LOSS.

(1) Upon the occurrence of any loss of or damage to the insured property, the Insured will, if the loss or damage is covered by the contract, in addition to observing the requirements of conditions 9, 10, and 11,

(a) forthwith give notice thereof in writing to the Insurer;

(b) deliver as soon as practicable to the Insurer a proof of loss verified by a General Policy Condition declaration,

(i) giving a complete inventory of the destroyed and damaged property and showing in detail quantities, costs, actual cash value and particulars of amount of loss claimed,

(ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the Insured knows or believes,

(iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the Insured,

(iv) showing the amount of other insurances and the names of other insurers,

(v) showing the interest of the Insured and of all others in the property with particulars of all liens, encumbrances and other charges upon the property,

(vi) showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract,

(vii) showing the place where the property insured was at the time of loss;

(c) if required, give a complete inventory of undamaged property and showing in detail quantities, cost, actual cash value;

(d) if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by General Policy Condition declaration, and furnish a copy of the written portion of any other contract.

(2) The evidence furnished under clauses (1)(c) and (d) of this condition will not be considered proofs of loss within the meaning of conditions 12 and 13.

7. FRAUD. Any fraud or wilfully false statement in a General Policy Condition in relation to any of the above particulars, vitiates the claim of the person making the declaration.

8. WHO MAY GIVE NOTICE AND PROOF. Notice of loss may be given and proof of loss may be made by the agent of the Insured named in the contract in case of absence or inability of the Insured to give the notice or make the proof, and absence or inability being satisfactorily accounted for, or in the like case, or if the Insured refuses to do so, by a person to whom any part of the insurance money is payable.

9. SALVAGE.

(1) The Insured, in the event of any loss or damage to any property insured under the contract, will take all reasonable steps to prevent further damage to such property so damaged and to prevent damage to other property insured hereunder including, if necessary, its removal to prevent damage or further damage thereto.

(2) The Insurer will contribute proportionately towards any reasonable and proper expenses in connection with steps taken by the Insured and required under sub condition (1) of this condition according to the respective interests of the parties.

10. ENTRY, CONTROL, ABANDONMENT. After loss or damage to insured property, the Insurer has an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and, after the Insured has secured the property, a further right of access and entry sufficient to enable them to make appraisal or particular estimate of the loss or damage, but the Insurer is not entitled to the control or possession of the insured property, and without the consent of the Insurer there can be no abandonment to it of insured property.

11. APPRAISAL. In the event of disagreement as to the value of the property insured, the property saved or the amount of the loss, those questions will be determined by appraisal as provided under the Insurance Act before there can be any recovery under this contract whether the right to recover on the contract is disputed or not, and independently of all other questions. There will be no right to an appraisal until a specific demand therefor is made in writing and until after proof of loss has been delivered.

12. WHEN LOSS PAYABLE. The loss is payable within sixty days after completion of the proof of loss, unless the contract provides for a shorter period.

13. REPLACEMENT.

(1) The Insurer, instead of making payment, may repair, rebuild, or replace the property damaged or lost, giving written notice of its intention so to do within thirty days after receipt of the proofs of loss.

(2) In that event the Insurer will commence to so repair, rebuild, or replace the property within forty five days after receipt of the proofs of loss, and will thereafter proceed with all due diligence to the completion thereof.

14. ACTION. Every action or proceeding against the Insurer for the recovery of a claim under or by virtue of this contract is absolutely barred unless commenced within one year next after the loss or damage occurs.

15. NOTICE. Any written notice to the Insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the Insurer in the Province. Written notice may be given to the Insured named in the contract by letter personally delivered to him or by registered mail addressed to him at his latest post office address as notified to the Insurer. In this condition, the expression registered means registered in or outside Canada.

EXAMPLE

ONLIA – IDENTITY THEFT ENDORSEMENT

Purpose of this Endorsement

This endorsement broadens the coverage in SECTION I – PROPERTY COVERAGE, EXTENSIONS OF COVERAGE by the addition of the following coverage.

For the purpose of this endorsement, the following additional definitions shall also apply:

“Identity Theft” means the act of knowingly transferring or using, without lawful authority, your means of identity which constitutes a criminal act or an offence under any applicable federal, provincial or territorial law.

“Identity Theft Recovery Expenses” means:

1. costs for notarising or commissioning affidavits or similar documents for law enforcement agencies, financial institutions or similar credit grantors, and credit agencies;
2. costs for sending registered mail to law enforcement agencies, financial institutions or similar credit grantors, and credit agencies;
3. loan application fees for re applying for loan(s) due to the rejection of the original application because the lender received incorrect credit information;
4. telephone expenses for calls to businesses, law enforcement agencies, financial institutions or similar credit grantors, and credit agencies;
5. earnings lost by you as a result of time off from work to complete fraud affidavits, meet with law enforcement agencies, credit agencies, businesses, or legal counsel, up to \$250 a day, to a total of \$5,000; and
6. reasonable lawyer fees incurred as a result of “identity theft”, subject to prior notice to and approval by us, for:
 - i. defence of any suit(s) brought against you by businesses or their collection agencies;
 - ii. removal of any criminal or civil judgments wrongly entered against you; and
 - iii. any challenge to the information in your consumer credit report.

However, “identity theft recovery expenses” does not include expenses incurred due to any fraudulent, dishonest or criminal act by you or any person acting with you, or by any authorized representative of yours, whether acting alone or in collusion with others.

Coverage

We will pay for your “identity theft recovery expenses” anywhere in Canada and the United States incurred as a result of “identity theft”, up to the Limit of Coverage for Identity Theft shown on the Certificate of Property Insurance. This is the most we will pay for any policy term.

We will pay for these expenses provided that:

1. the “identity theft” was first discovered or learned of during the policy term; and
2. any act or series of acts committed by one or more persons, or in which such person or persons is aiding or abetting others against you, is considered to be one “identity theft”, even if a series of acts continues into a subsequent policy period; and
3. you notify an applicable law enforcement agency within 7 days of discovering the “identity theft”, or as soon as is reasonably possible; and
4. you send to us, within 60 days after our request, receipts, bills or other records that support your claim for expenses under “identity theft” coverage.

This coverage does not apply to losses covered under EXTENSIONS OF COVERAGE: Credit, Debit, or Automated Teller Cards, Forgery and Counterfeit Money.

Deductible

This coverage is not subject to a deductible.

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

ONLIA – HOME SHARING ENDORSEMENT

Purpose of this Endorsement

This endorsement provides coverage when you rent your “premises” or a portion of your “premises” to others on a short-term basis.

For the purpose of this endorsement, the following additional definitions shall also apply:

“Rental Network” means an online enabled application, digital platform, software, website or system operated by a “rental network company” for the sole purpose of enabling individuals to list, find and rent lodging.

“Rental Network Company” means an independent corporation, partnership, sole proprietorship, association or other entity or individual, not owned in whole or in part by you, which operates a “rental network” for the sole purpose of prearranging rental lodging.

“Short-Term Rental” means the rental of your “premises” or a portion of your “premises” for periods of less than one month of continuous occupancy, provided the rental agreement is managed by an independent professional property management company or, alternatively, by you through a “rental network”.

“Short-term Tenant” means any individual occupying your “premises” or a portion of your “premises” under a “short-term rental”. For clarity, this includes members of the household of the “short-term tenant” and employees of the “short-term tenant”.

Coverage

We will insure you against loss or damage to insured property:

1. from the part of the “premises” being used for “short-term rental”, caused by theft or attempted theft by any “short-term tenant”; or
2. from the part of the “premises” being used for “short-term rental”, caused by vandalism by any “short-term tenant”.

Conditions

For this coverage to be valid, you must reside and be physically present in any portion of your “premises” for at least 240 days in any calendar year.

Basis of Claim Payment

We are responsible only for the amount by which the loss or damage exceeds the total of all limits of other collectible insurance policies, including insurance provided by the “rental network”, cash deposits and other financial guarantees.

All other terms, exclusions and conditions of the policy remain unchanged.

ONLIA – FLOOD AND SEWER BACKUP ENDORSEMENT

Purpose of this Endorsement

This endorsement provides coverage for Flood and Sewer Backup damage separately to each location for which it is specified on the Certificate of Property Insurance.

For the purpose of this endorsement, the following additional definitions shall also apply:

“Flood” means water that accumulates upon or submerges land resulting from the unusual and rapid accumulation of water from any source, including the breaking out or the overflow of any body of water or watercourse, whether natural or artificial.

“Single occurrence” means all events for which coverage is provided by this endorsement that occur within any 72 consecutive hours commencing during the term of the policy on or after the effective date of this endorsement. The expiration of the policy will not reduce the 72-hour period.

Coverage

You are insured up to the Limit of Coverage for Flood and Sewer Backup, as shown on the Certificate of Property Insurance by this endorsement, for any “single occurrence”, against sudden and accidental direct physical loss or damage caused by the following events:

- a) “flood”; or
- b) the backing up or escape of water or sewage through a sewer, storm drain, eavestrough, downspout, septic system or sump.

Exclusions

This endorsement does not cover loss or damage caused directly or indirectly, in whole or in part, by tides, tidal waves, storm surge, tsunamis or seiches, regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

Deductible

We are responsible only for the amount by which losses or damage(s) caused by a “single occurrence” exceeds the amount of the deductible for this endorsement as shown on the Certificate of Property Insurance.

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

STANDARD MORTGAGE CLAUSE

This mortgage clause (referred to as Mortgage and Interested Parties) is applicable to each location for which it is specified as on the Certificate of Property Insurance.

(For use with Habitational Policies Only)

(Approved by The Insurance Bureau of Canada – all provinces except Quebec)

IT IS HEREBY PROVIDED AND AGREED THAT:

- Breach of Conditions by Mortgagor, Owner or Occupant** – This insurance and every documented renewal thereof – **As to the interest of the Mortgagee only therein** – is and shall be in force notwithstanding any act, neglect, omission or misrepresentation attributable to the mortgagor, owner or occupant of the property insured, including transfer of interest, any property for purposes more hazardous than specified in the description of the risk:
Provided always that the Mortgagee shall notify forthwith the Insurer (if known) of any vacancy or non-occupancy extending beyond thirty (30) consecutive days, or of any transfer of interest or increased hazard **that shall come to his knowledge**; and that every increase of hazard (not permitted by the policy) shall be paid for by the Mortgagee – on reasonable demand – from the date such hazard existed, according to the established scale of rates for the acceptance of such increased hazard, during the continuance of this insurance.
- Right of Subrogation** – Whenever the Insurer pays the Mortgagee any loss award under this policy and claims that – as to the Mortgagor or Owner – no liability therefore existed, it shall be legally subrogated to all rights of the Mortgagee against the Insured; but any subrogation shall be limited to the amounts of such loss payment and shall be subordinate and subject to the basic right of the Mortgagee to recover the full amounts due or to become due under the mortgage or security thereof, and shall thereupon receive a full assignment and transfer of the mortgage together with all securities held as collateral to the mortgage debt.
- Other Insurance** – If there be other valid and collectible insurance upon the property with loss payable to Mortgagee – at law or in equity – then any amount payable thereunder shall be taken into account in determining the amount payable to the Mortgagee.
- Who May Give Proof of Loss** – In the absence of the Insured, or the inability, refusal or neglect of the Insured to give notice of loss or deliver the required Proof of Loss under the policy, then the Mortgagee may give the notice upon becoming aware of the loss and deliver as soon as practicable the Proof of Loss.
- Termination** – The term of this Mortgage Clause coincides with the term of the policy; PROVIDED ALWAYS that the Insurer reserves the right to cancel the policy as provided by the Statutory provision but agrees that the Insurer will neither terminate nor alter the policy to the prejudice of the Mortgagee without the notice stipulated in such Statutory provision.
- Foreclosure** – Should title or ownership to said property become vested in the Mortgagee and/or assigns as owner or purchaser under foreclosure or otherwise, this insurance shall continue until expiry or cancellation for the benefit of the said Mortgagee and/or assigns.

SUBJECT TO THE TERMS OF THIS MORTGAGE CLAUSE (and these shall supersede any policy provisions in conflict therewith BUT ONLY AS TO THE INTEREST OF THE MORTGAGEE), loss under this policy is made payable to the Mortgagee.