

# PERSONAL LINES

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## HOMEOWNERS, TENANTS, CONDOMINIUM UNIT OWNERS PERSONAL INSURANCE POLICY

Your complete policy is made up of this booklet and the "Coverage Summary Page"(s) provided to "you". This policy consists of four sections:

**Section I** describes insurance on "your" "dwelling", outbuildings and personal property.

**Section II** describes insurance for "your" "legal liability" to others because of unintentional "Bodily Injury" or "Property Damage".

**Section III** contains endorsements which may apply to "your" insurance and may extend or limit "your" coverage.

**Section IV** contains Conditions which apply to all Sections of this policy.

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

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

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

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

Your policy ends at one minute after midnight on the last day of each period of insurance. The period of insurance is shown on "your" "Coverage Summary Page".

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

### AGREEMENT

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

### DEFINITIONS (as used throughout this policy):

**"You", "your" or "the insured"** means the person(s) named as insured on the "Coverage Summary Page" and, while living in the same household, his or her spouse, the relatives of either or any person under the age of 21 in their care. This also includes any "student" insured by this policy, who is temporarily living away from home for the purpose of attending a school, college or university. Spouse is as defined in the *Miscellaneous Statutes (Domestic Relations) Amendment Act, 2001*.

Only the person named on the "Coverage Summary Page" may take legal action against us.

**"We", "us" or "the insurer"** means **My Mutual Insurance Limited**.

**"Coverage Summary Page"** means the Section of "your" Insurance Policy containing basic information such as "your" name and address, the description and location of the insured property, the policy term, the amount of coverage, and premium amounts and includes any schedule of insured property which may form part of this policy.

## SECTION I - HOMEOWNERS, TENANTS AND CONDOMINIUM UNIT OWNERS PROPERTY COVERAGE

### DEFINITIONS (Applicable to Section I)

**“Business”** means any continuous or regular pursuit undertaken for financial gain including a trade, profession or occupation.

**“Condominium Corporation”** means a condominium or strata corporation established under provincial legislation.

**“Condominium Unit Owner” or “Unit Owner”** means an owner of a unit forming part of property owned by a “Condominium Corporation”.

**“Data”** means representations of information or concepts, in any form.

**“Data Problem”** means:

1. erasure, destruction, corruption, misappropriation or misinterpretation of “Data”;
2. error in creating, amending, entering, deleting or using “Data”; or
3. inability to receive, transmit or use “Data”; or
4. damage to electronic data processing equipment or other related component system, process or device.

**“Digital Assets”** means electronic files for which a fee has been paid that are downloaded and stored on home electronic equipment, computers or mobile phones. “Digital assets” does not include downloaded files pertaining to “your” “business”.

**“Domestic Appliance”** means an appliance or a device or apparatus for personal use on the “premises” for the purpose of containing, heating, chilling or dispensing water and including an aquarium.

**“Dwelling”** means the building or, if “you” are a “tenant” that portion of the building, at the location described on the “Coverage Summary Page”, occupied by “you” as a private residence. “Building”, as used in this definition, includes a Mobile Home.

**“Farm”** means an area of land and buildings for the growing of crops and/or raising of animals.

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

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

**“Ground water”** means “water” below the surface of the ground, including that which exerts pressure on or flows, seeps, or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows or any other openings in such sidewalks, driveways, foundations, walls or floors.

**“Homeowner”** means an owner of a freehold “dwelling” or the owner of a Mobile Home.

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

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

**“Insured Peril”** means a cause of loss or damage as described and limited and for which “you” are insured under this section of the policy.

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

**“Legal liability”** means responsibility which courts recognize and enforce between persons who sue one another.

**“Personal Transporter”** means a self-balancing, electric-powered transportation device able to turn in place and designed for one person, with a top speed of 20km/h.

**“Pollutant”** means any solid, liquid, gaseous or thermal irritant or contaminant, including vapour, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**“Premises”** means:

1. in the case of a “homeowner”, the “dwelling” and the land contained within the lot lines on which the “dwelling” is located;
2. in the case of a “tenant” or “condominium unit owner”, the “dwelling” or “unit” and includes garages, outbuildings and
3. private approaches and storage spaces reserved for “your” use or occupancy only.

**“Residence Employee”** means a person employed by “you” to perform household or domestic duties in connection with the maintenance or use of “your” “dwelling” or unit. This does not include persons while performing duties in connection with “your” “Business” or farming operation.

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

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

**“Student”** means any student insured by this policy, who is temporarily living away from home for the purpose of attending a school, college or university. The “student” must be dependent on the Named Insured or his or her spouse for support and maintenance in order for coverage on this policy to extend to him/her.

**“Surface waters”** means “water” on the surface of the ground where “water” does not usually accumulate in ordinary watercourses, lakes, or ponds. This includes any waterborne objects.

**“Tenant”** means one who rents property from another for dwelling purposes.

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

**“Under Construction”** means construction from the foundation, or any alterations or repairs to the “dwelling” which result in the piercing of an exterior wall or the roof for more than twenty-four (24) hours, or which necessitates “your” temporary relocation.

**“Unit”** means condominium unit, strata lot or exclusive portion described in the Condominium Declaration or Co-ownership Declaration occupied by “you” as a private residence.

**“Vacant” or “Vacancy”**: means the occupant(s) has/have moved out with no intent to return. A “dwelling” or “unit” is considered “vacant” when it is not being used by anyone as their usual place of residence, regardless of the presence of furnishings. This does not apply in the case of a seasonal dwelling. A seasonal dwelling is “vacant” if most of the furnishings have been removed. Furthermore, the “dwelling” is also “vacant” when the occupant(s) move(s) out and before any new occupant(s) move(s) in. A newly constructed dwelling is “vacant” after its construction and before the occupants move in. However, notwithstanding the foregoing, a newly acquired building which is to be occupied as “your” principal residence will not be considered to be “vacant” for the first 30 days after title registers in “your” name.

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

**“Water main”** means a pipe forming part of a public water distribution system, which conveys consumable water but not wastewater.

## COVERAGES

The amounts of insurance are shown on the “Coverage Summary Page” for the coverages “you” have purchased. These amounts include

1. **Debris Removal**: the cost of cleaning and removal of debris of the property insured by this section of the policy, as a result of an “Insured Peril”. If “you” must remove property from “your” “premises” to protect it from loss or damage, it is insured for **30 days** or until the term of this policy ends, whichever occurs first. The amount of insurance will be divided in the proportions that the value of the property removed bears to the value of all property at the time of the loss.
2. **Tear Out** (Applicable to “dwelling” Building): If any walls, ceilings or other parts of insured buildings or structures must be torn apart before insured water damage from a plumbing, heating, air conditioning or sprinkler system or “domestic appliance” can be repaired, “we” will pay the cost of such repairs. The cost of tearing out and replacing property to repair damage related to outdoor swimming pools, hot tubs, spas or similar installations or public “water mains”, is not insured.

## DWELLING BUILDING (applicable to a “Homeowner” only)

“We” insure:

1. the “dwelling” described on the “Coverage Summary Page” for which an amount of insurance is shown, including its attached structures;
2. permanently installed outdoor equipment on the “premises”. This includes fences, but not fences used in connection with “business” or farming activities;
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”, other than private structures to be used in whole or in part for “business” or farming purposes.

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

## OUTBUILDINGS

(applicable to a “homeowner”, mobile “homeowner” or seasonal “homeowner” only)

“We” insure detached structures or outbuildings on “your” “premises”, separated from the “dwelling” by a clear space, but not insured under “dwelling” building. “We” will pay up to the amount specified on the “Coverage Summary Page”. If they are connected to the “dwelling” by a fence, utility line or similar connection only, they are considered to be detached structures. “We” do not insure structures or outbuildings used in whole or in part or designed for “business” or farming purposes or used or designed for use mainly as a place of residence. “We” do not insure hydronic yard furnaces, the building they are housed in, nor any contents located in the building. This includes but is not limited to wood and or coal fired water boilers. “We” do not insure tarp or fabric type shelters or buildings. If the insured “dwelling” is a Seasonal Dwelling, “we” also insure boathouses, boat lifts, docks and piers not on “your” “premises” but located elsewhere in the same resort area as the “dwelling”. The amount of insurance on outbuildings and detached private structures at Seasonal Residence “premises”, including boathouses, boat lifts, docks and piers elsewhere in the same resort area, is limited to 10% of the amount of insurance specified for the Seasonal Dwelling.

## PERSONAL PROPERTY

(This coverage also applies to “Seasonal Dwelling Contents” if shown on the “Coverage Summary Page”)

Note: Insurance on certain kinds of property may be limited or not covered. Please refer to the sections headed “Personal Property with Special Limits of Insurance” and “Property Not Insured”.

1. **Personal Property on “your” “premises”:** “We” insure the contents of “your” “dwelling” or “unit” and other personal property “you” own, wear or use, while on “your” “premises” at the location shown on the “Coverage Summary Page”, usual to the ownership or maintenance of a private “dwelling”. “We” will pay up to the amount specified on the “Coverage Summary Page”. If “you” wish, “you” may apply up to 10% of the amount of insurance on “your” personal property to cover uninsured personal property of others while it is on that portion of “your” “premises” which “you” occupy. “We” do not insure property of tenants, roomers or boarders who are not related to “you”.
2. **Personal Property away from “your” “premises”:**
  - a. “We” insure the personal property of any unmarried person financially dependent on “you” who is a “student” attending an educational institution away from “your” home. The amount of insurance available is 10% of the limit shown under Personal Property but not more than \$7,500 for each such “student”, unless otherwise stated on the “Coverage Summary Page”.
  - b. “We” insure the personal property of a parent or family member who is dependent on “you” for support and maintenance, while residing in a nursing home or other health care facility. The amount of insurance available is up to a limit of **\$7,500**.
  - c. “We” insure “your” personal property while “you” are moving from “your” Principal Residence “premises” shown on the “Coverage Summary Page” to a new “dwelling” anywhere in Canada. If “you” have personal property in more than one location, the amount of insurance will be divided in the proportions that the value of property in each location has to the value of all “your” personal property at the time of the loss. “Your” personal property, while “you” are moving, will be covered only for a period of 30 days commencing on the

- date “you” first started moving or until the term of this policy ends, whichever occurs first.
- d. “We” insure “your” personal property “you” normally keep throughout the year at “your” “premises” while it is temporarily away from “your” “premises” anywhere in the world. This includes personal property newly acquired by “you” and in “your” possession when there has not been an opportunity to take such property to “your” “premises”. Personal property normally kept at any other location “you” own, rent or occupy is not insured.
  - e. If “you” wish, “you” may apply up to \$10,000 of the amount of insurance on “your” personal property to property of others while in “your” possession anywhere in the world.
  - f. Personal property in storage away from “your” “premises” is covered for a period of 30 consecutive days only, from the date the property is placed in storage, unless otherwise shown on the “Coverage Summary Page”. This limitation does not apply to:
    - 1) Property stored in an occupied private residence; or
    - 2) Clothing, golf cart, watercraft or outboard motors in seasonal storage.

## PERSONAL PROPERTY WITH SPECIAL LIMITS OF INSURANCE

The loss or damage must be caused by a peril for which “you” are insured.

For the following kinds of property, “We” will not pay more than the amounts stated. “We” insure:

Personal Property Type	Total Coverage Limits Up To
jewelry, watches, gems, fur garments and garments trimmed with fur;	\$10,000
numismatic property (such as coin collections and bank note collections);	\$500
manuscripts, stamps and philatelic property (such as stamp collections);	\$2,500
tapes, discs, records or other media, while in or on motor vehicles, watercraft or aircraft;	\$500
silverware, meaning silverware, silver-plated ware, gold ware, gold-plated ware and pewter ware;	\$10,000
any one bicycle, including its equipment and accessories.	\$1,000

**The above mentioned limits do not apply to loss or damage caused by any of the ‘Specified Perils’ listed in this part.**

“We” also insure:

Personal Property Type	Total Coverage Limits Up To
Securities, books of account, deeds, evidences of debt or title, letters of credit, notes other than bank notes, manuscripts, passports, tickets and documents or other evidence to establish ownership or the right to claim a benefit;	\$5,000
Money, bullion, or cash cards;*	\$500
watercraft, their equipment, furnishings, accessories and motors. These are insured only for ‘Specified Perils’ and theft or attempted theft. Loss or damage by windstorm or hail is insured only if they were inside a fully enclosed building, except for canoes and rowboats which are insured while in the open on “your” “premises”;	\$3,000
books, tools, and instruments pertaining to a “business”, profession or occupation, but only while on “your” “premises”. Other “business” property, including samples and goods held for sale, is not insured;	\$5,000
computer software including “digital assets”. “We” do not insure the cost of gathering information or “data”;	\$5,000
trading and collectible cards (including, but not limited to, sports cards), comic books and sports memorabilia;	\$2,500 / \$200 any one item
Medi chairs, golf carts, “personal transporters”, motorized lawn mowers, other motorized gardening equipment and snow blowers, including attachments and accessories;	\$5,000
Spare Automobile parts and accessories not installed;	\$1,000
Cemetery property.	\$3,000

**\*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 account or other account.**

“We” also insure:

your legally owned cannabis seeds, plants and cannabis in all consumable forms, whether for medicinal or recreational use and all related equipment and paraphernalia, up to \$500 in all but only while on “your” “premises”. “Actual Cash Value” will be the basis of claim payment for this Personal Property. Failure to comply, at any time, with the provisions of the Cannabis Act or any other provincial or federal law governing the possession, growing, cultivation or harvesting of cannabis, including limitations on the amount of cannabis plants per dwelling, will be deemed an illegal growing operation negating coverage under this Special Limit. These limits apply to loss or damage caused by any and all insured perils.

#### **SPECIFIED PERILS**

‘Specified Perils’ means the following, all as defined and limited under the Insured Perils of Homeowners Form A:

1. Fire or Lightning;
2. Explosion or Implosion;
3. Smoke;
4. Falling object;
5. Impact by Aircraft or Land Vehicle;
6. Vandalism or malicious Acts, excluding theft or attempted theft;
7. Riot;
8. Water Escape, Rupture, Freezing;
9. Windstorm or Hail;
10. Transportation.

#### **ADDITIONAL LIVING EXPENSE**

(This coverage does not apply to a Seasonal Residence) Up to 20% of the amount shown under Personal Property can be used towards Additional Living Expense. The amount of insurance for Additional Living Expense is the total amount for any one or a combination of the following coverages. The periods of time stated below are not limited by the expiration of this policy.

1. **Additional Living Expense:** If an “Insured Peril” makes “your” “dwelling” or “unit” unfit for occupancy, or “you” have to move out while repairs are being made, “we” insure any necessary increase in living expenses incurred by “you” so that “your” household can maintain its normal standard of living. Payment shall be for the reasonable time required to repair or rebuild “your” “dwelling” or “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 “dwelling”, outbuildings or “unit” rented to others or held for rental by “you” unfit for occupancy, “we” insure its fair rental value. Payment shall be for the reasonable time required to repair or replace that part of the “dwelling”, outbuilding or “unit” rented or held for rental. “Fair Rental Value” shall not include any expense that does not continue while that part of the “dwelling”, outbuilding or “unit” rented or held for rental is unfit for occupancy.
3. **Civil Authority:** If a civil authority prohibits access to “your” “dwelling” or “unit”, “we” insure any resulting Additional Living Expense and Fair Rental Value for a period not exceeding two weeks, if such prohibited access is as a result of an “Insured Peril” causing damage to “your” or neighbouring premises.
4. **Emergency Evacuation:** “We” will pay any necessary and reasonable increase in living expense incurred by “you” while access to “your” “dwelling” is prohibited by order of civil authority, but only when such order is given for evacuation as a direct result of a sudden and accidental emergency. “We” will pay these costs up to two weeks. “You” are not insured for any claim arising from evacuation resulting from:
  - a. “flood”;
  - b. earthquake;



- c. war, invasion, act of a foreign enemy, declared or undeclared hostilities, civil war, rebellion, revolution, insurrection or military power;
- d. any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
- e. "terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism" regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

The term "civil authority" means any person acting under the authority of the Governor General in Council of Canada or the Lieutenant Governor in Council of a Province, and/or any person acting with authority under a Federal, Provincial or Territorial legislation with respect to the protection of persons and property in the event of an emergency.

## **ADDITIONAL COVERAGES**

"We" do not insure loss, damage or expense caused by the cancellation of a lease or agreement.

### **CREDIT OR DEBIT CARD**

Automated Teller Cards, Electronic Funds Transfer Cards, Calling Cards, Forgery and Counterfeit Money: "We" will pay up to \$2,000 for "your" legal obligation to pay because of the unauthorized use of credit or debit cards, automated teller cards, library or video cards used for deposit, withdrawal or transfer of funds, issued to "you" or registered in "your" name, which have been lost or stolen. "We" will even pay for losses which occur while this policy is in effect and which are not discovered up to one year after its cancellation or termination. "You" must comply with all the conditions under which the card was issued and notify the company, bank or trust company as soon as "you" discover the loss. "We" do not cover loss caused by a resident of "your" household or a person who has been entrusted with the card. "We" will also pay up to \$1,000 for any loss "you" sustain caused by forgery or alteration of any cheque or negotiable instrument. "We" have the option to defend "you" at "our" expense against any suit for the enforcement of payment under this coverage. We will pay any loss sustained through "your" acceptance in good faith of counterfeit United States or Canadian paper currency up to \$500 for any one transaction and a total of \$1,000 in any one year.

"We" do not pay for any loss for any of the above arising out of "business" pursuits unless from the unauthorized use of a credit card or automated teller card issued or registered to "you" for which "you" are personally liable. "We" do not pay for any loss arising out of "your" dishonesty. "We" may make any investigation and settle any claim or suit that "we" decide is appropriate. "Our" obligation to defend any claim or suit ends when the amount "we" pay for the loss equals the limit of liability. No deductible applies to this coverage.

However, "we" will not pay for any loss if "you" allow others to find out your personal identification number (P.I.N.), or if "you" do not keep your P.I.N. and card completely separate to prevent losing both at the same time. Keeping these in different compartments of the same object, such as your wallet, handbag, dresser, or vehicle shall not be considered as being kept separate.

### **FIRE DEPARTMENT CHARGES**

"We" will pay up to \$2,000, or such other amount as may be specified on the "Coverage Summary Page", for "your" liability for fire department charges incurred when a municipal Fire Department is called to save or protect property insured under this section of "your" policy or to protect "your" property or property of others adjacent to "your" "premises". No deductible applies to this coverage.

### **IDENTITY THEFT**

"We" will pay up to the amount specified on the "Coverage Summary Page", to include reimbursement of cost "you" actually incur as a result of an "Identity Fraud Occurrence". "Identity Fraud" means the act or acts of knowingly transferring or using, without lawful consent or authority, "your" means of identity which constitutes a violation of any federal, provincial, territorial or municipal law. "Identity Fraud Occurrence" means any act or series acts of "Identity Fraud" by a person or group which results in an insured loss during the policy period. Reasonable costs include:

1. Reasonable costs associated with registered mail to businesses, law enforcement agencies, financial institutions, credit agencies and similar credit grantors;
2. Fees for the re-application of loans which had been declined as a result of incorrect or erroneous information;

3. The reasonable costs or expenses (including mileage, associated parking costs, taxi cab fees or public transit fees) incurred for notarizing affidavits for financial institutions, credit agencies, credit grantors or similar lenders;
  4. The reasonable costs or expenses (including mileage, associated parking costs, taxi cab fees or public transit fees) incurred for notarizing affidavits for law enforcement agencies;
  5. Long distance telephone expenses to discuss an actual "Identity Fraud Occurrence" to businesses, law enforcement agencies, financial institutions, credit agencies and similar credit grantors;
  6. Earnings lost resulting from necessary time away from "your" employment for the purposes of completing affidavits and meeting with credit agencies, similar credit grantors, law enforcement departments, financial institutions, merchants and legal counsel, up to \$250 per day to a maximum of \$2,000, for each "Identity Fraud Occurrence" or as stated on the "Coverage Summary Page";
  7. Reasonable costs, fees or expenses associated with the replacing of Canadian or Provincial Government issued documents as a result of an "Identity Fraud Occurrence";
  8. Reasonable legal fees incurred directly as a result of an "Identity Fraud Occurrence", with prior notice to "us":
    - a. for the removal of any criminal or civil judgements wrongly entered against "you";
    - b. to challenge the information in "your" consumer credit report;
    - c. for the defence of lawsuits brought against "you" by businesses or their collection agencies;
  9. "We" will reimburse "you" for the reasonable cost of obtaining up to two credit reports after an "Identity Fraud Occurrence" has been reported to us, for a period of up to 12 months from the date of the reporting of the occurrence, but not limited by the expiry date of the policy. "We" do not insure "your" fraudulent, dishonest, or criminal acts; "your" own use of "your" identity; "your" commercial or business pursuits; "your" intentional misuse of "your" identity; or any fraudulent, dishonest, criminal or intentional misuse of "your" identity by any resident of "your" household. Nor do "we" insure any losses covered under the **CREDIT OR DEBIT CARD, Automated Teller Cards, Electronic Funds Transfer Cards, Calling Cards, Forgery and Counterfeit Money** coverage already available in the underlying policy; nor any losses covered by credit card insurance, bank insurance or other coverage available to "you". This endorsement will be secondary with other insurance being primary. This endorsement will only apply once the other insurance available to "you" has been exhausted. No deductible applies to this coverage.
- In addition to the requirements outlined on the policy to which this endorsement attaches, "you" are required to contact "your" local law enforcement agency of the "**Identity Fraud Occurrence**".

### **INFLATION PROTECTION**

During the term of this policy, "we" will automatically change the limits of insurance on Dwelling Building, Detached Private Structures and Personal Property by the percentage shown on the "Coverage Summary Page". The limits will be adjusted by a portion of the Inflation Protection Percentage up to but not exceeding:

- 25% - 3 months after the current effective date
- 50% - 5 months after the current effective date
- 75% - 7 months after the current effective date
- 100% - 9 months after the current effective date

Effective on renewal date, "we" will automatically change the limits of insurance shown on the "Coverage Summary Page" in the same way.

If, at "your" request, "we" change the limit of insurance on any coverage shown on the "Coverage Summary Page", "we" will apply this Inflation Protection on the changed limits of insurance from the date the change is made. This clause does not apply to mobile homes.

**Automatic Principal Residence Coverage:** If "you" purchase a new "dwelling" building in Saskatchewan that will become your principal residence to replace your principal "dwelling" building insured under Section I, "we" will insure both "dwelling" buildings for a period of thirty days from the date "you" take possession of the new "dwelling", provided "you" notify us within that 30 day period. The amount of insurance shown for "your" principal residence in Section I will apply to each "dwelling" building. This coverage ceases if the policy expires or is cancelled during the 30 day period referred to above.

## **LOCK REPLACEMENT**

"We" will pay up to \$1,000 for the replacement of lock(s) or the cost of changing the key combination in "your" lock set on the "dwelling" or outbuilding(s) if their keys are stolen. No deductible applies to this coverage. "Your" policy must cover the peril of theft for this coverage to apply.

## **OUTDOOR TREES, SHRUBS, PLANTS, LAWNS AND LANDSCAPING MATERIAL**

(This coverage does not apply to a Seasonal Residence) - If "you" are a "homeowner", "you" may apply up to 5%, in all of the amount of insurance on "your" "dwelling" to outdoor trees, shrubs, plants, lawns or landscaping material on "your" "premises". Or if "you" are a "condominium unit owner", "you" may apply up to 5% in all of the amount of insurance on "your" Personal Property to outdoor trees, shrubs or plants on "your" "premises". "We" will not pay more than \$1,000 for any one tree, shrub, plant, lawn or landscaping material, including debris removal expenses. "We" insure these items only against loss caused by fire, lightning, explosion, impact by aircraft or land vehicle, riot, vandalism and malicious acts, all as described and limited under "Insured Perils" in Homeowners Form A.

"We" do not insure:

1. trees, shrubs, plants, lawns or landscaping material grown or used for commercial purposes;
2. trees, shrubs, plants, lawns or landscaping material located more than 61 meters (200 feet) from the "dwelling" building.

## **PROPERTY PROTECTION COVERAGE**

"We" will pay for property that is damaged or used trying to protect "your" "dwelling", outbuildings, or personal property from a loss. For example, "we" will pay to recharge "your" or someone else's fire extinguisher if it was used to fight a fire on "your" "premises". "We" will not pay for property owned by a fire department. The amount we pay under this coverage is in addition to the amounts shown on the "Coverage Summary Page". No deductible applies to this coverage.

## **TEMPERATURE CHANGE (Personal Property)**

"We" insure "your" personal property when damage is caused by a change of temperature that results from physical damage to "your" "dwelling", "unit" or equipment by an "Insured Peril". This only applies to personal property in the "dwelling" or "unit".

## **ADDITIONAL COVERAGES FOR TENANTS AND CONDOMINIUM UNIT OWNERS**

### **CONDOMINIUM BUILDING DEDUCTIBLE ASSESSMENT COVERAGE**

If "you" are a "condominium unit owner", "we" will pay for a deductible assessed to "you" by the "condominium corporation" resulting from loss or damage to "your" condominium "unit" or common property up to a maximum limit of \$25,000. The loss must be caused by a peril for which "you" are insured and the deductible shown on the "Coverage Summary Page" would apply.

### **CONDOMINIUM UNIT OWNERS LOSS ASSESSMENT COVERAGE**

If "you" are a "condominium unit owner", "we" will pay an additional amount up to 250% of the amount shown for personal property on the "Coverage Summary Page", for "your" share of any special assessment, if:

1. the assessment is valid under the "condominium corporation's" governing rules or bylaws; and
2. it is made necessary by a direct loss to the collectively owned condominium property caused by an "Insured Peril".

"We" do not pay for any part of an assessment made necessary by a deductible in the insurance policy of the "condominium corporation". "We" will only pay in excess of any other insurance covering the collective interest of the "condominium unit owners".

### **CONDOMINIUM UNIT OWNERS CONTINGENT INSURANCE**

If "you" are a "condominium unit owner", "we" insure "your" "unit" against direct loss or damage by an "Insured Peril", if the Condominium Corporation has no insurance, its insurance is inadequate, or is not effective. "We" do not insure:

1. improvements and betterments made or acquired by "you";
2. theft or attempted theft of any property:
  - a. which at the time of the loss is not part of "your" "unit";
  - b. in or from "your" "unit" while it is "under construction", or of materials or supplies for use in its construction, until "your" "unit" is completed and ready to be occupied.

The amount of insurance applicable to this coverage is up to 250% of the amount shown for personal property or such other amount as may be specified on the "Coverage Summary Page".

### **DAMAGE TO DWELLING**

If "you" are a "tenant", "you" may apply up to \$500 of the insurance on "your" Personal Property to pay for damage, not including fire damage:

1. to the "dwelling" directly caused by theft or attempted theft;
2. to the interior of the "dwelling" directly caused by vandalism or malicious acts;
3. to the interior of the "dwelling" directly caused by accidental escape of water from a waterbed.

### **IMPROVEMENTS AND BETTERMENTS**

If "you" are a "tenant" or "condominium unit owner", we also insure improvements and betterments made by "you" or acquired at "your" expense, including:

1. any building, structure or swimming pool on the "premises";
2. permanently installed flooring in "your" "unit" that is part of the building but not insured by the "condominium corporation";
3. materials or supplies on the "premises" for use in such improvements or betterments. The amounts of insurance are as follows:
  - a. If "you" are a "tenant", we will pay up to 10% of the amount of insurance on "your" Personal Property, or such other amount as may be specified on the "Coverage Summary Page".
  - b. If "you" are a "condominium unit owner", we will pay up to 100% of the amount shown for personal property, or such other amount as may be specified on the "Coverage Summary Page".

### **INSURED PERILS, LIMITATIONS & EXCLUSIONS**

#### **I. HOMEOWNERS FORM A, TENANTS AND CONDOMINIUM UNIT OWNERS PACKAGE I**

**Insured Perils** - If the "Coverage Summary Page" specifies - **Homeowners Form A, or Tenants and Condominium Unit Owners Package I**, "we" insure against direct loss or damage to insured property caused by the following perils as described and limited, subject to all the exclusions, limitations, terms and conditions of this policy:

1. Fire or Lightning;
2. Explosion or Implosion;
3. Smoke: This peril means smoke due to a sudden, unusual and/or faulty operation of any heating or cooking unit in or on the "premises";
4. Falling Object: This peril means a falling object which strikes the exterior of a building but not objects which strike the building because of a snowslide, iceslide, landslide or any other earth movement;
5. Impact by Aircraft or Land Vehicle;
6. Vandalism or malicious Acts: This peril does not include loss or damage:
  - a. occurring while the "dwelling" or "unit" is "under construction" or "vacant" even if permission for construction or "vacancy" has been given by "us";
  - b. caused by "you", members of "your" household or "your" employees;
  - c. caused by any "tenant", tenant's guest, tenant's employee or member of the tenant's household. "Tenant" includes any person who has "your" permission to occupy "your" "dwelling" or "unit" or any part of it;
  - d. caused by theft or attempted theft.
7. Riot;
8. Water Escape, Rupture, or Freezing: This peril means:
  - a. accidental discharge or overflow of water or steam from within a plumbing, heating, sprinkler or air conditioning system, "domestic appliance", waterbed, swimming pool or attached equipment and public "water mains";
  - b. sudden and accidental bursting, tearing apart, cracking, burning or bulging due to the pressure of water or steam, or lack of water or steam, in a plumbing, heating, sprinkler or air conditioning system or an appliance for heating water;
  - c. freezing of any part of a plumbing, heating, sprinkler or air conditioning system or "domestic appliance" within a building or "unit" heated during the usual heating season;

- d. water which enters through an opening which has been created suddenly and accidentally by an “Insured Peril”.

**This peril does not include damage:**

- a. caused directly or indirectly by continuous or repeated “seepage” or “leakage”;
  - b. caused directly or indirectly by “ground water” or rising of the water table;
  - c. caused directly or indirectly by “surface waters”, unless the water escapes from a “water main” or swimming pool;
  - d. caused directly or indirectly by backing up or escape of water from a sewer or drain, sump or septic tank, eavestrough or downspout connected to “your” sewer or from drains or public sewers outside “your” “dwelling”;
  - e. to the system or appliance from which the water escaped caused by rust, corrosion or deterioration;
  - f. to public “water mains” or outdoor plumbing systems and equipment attached, including but not limited to swimming pools, hot tubs, spas and similar installations;
  - g. occurring while the building or “unit” is “under construction” or “vacant” even if “we” have given permission for construction or “vacancy”;
  - h. caused directly or indirectly by freezing which occurs during the usual heating season if “you” have been away from “your” “premises” more than **ten** consecutive days. However, if “you” had arranged for a competent person to enter “your” “dwelling” or “unit” daily to ensure that heating was being maintained or if “you” had shut off the water supply and had drained all the pipes and appliances, or if “you” have “your” “dwelling” electronically monitored 24 hours a day by a company that monitors and responds to water, flood or a low temperature signal, “you” would still be insured. Under this peril, a plumbing system does not include sewers, sumps, septic tanks, weeping tile, eavestrough or downspouts. “We” will repair or replace any parts of the building, if “you” are a “homeowner”, or “your” improvements and betterments, if “you” are a “tenant” or “condominium unit owner”, that must be removed or torn apart before any insured damage can be repaired, except damage related to an outdoor swimming pool, hot tub, spa or similar installation or equipment attached, or public “water mains”.
9. Windstorm or Hail: This peril does not include loss or damage to “your” personal property or improvements and betterments within a building or to the interior of a building caused by windstorm, hail, snow, sleet, sand or dust or coincidental rain damage, unless the storm first creates an opening in the building. “We” cover damage to watercraft and their equipment caused by windstorm or hail only while they are inside a fully enclosed building. This limitation does not apply to rowboats and canoes on the “premises”. This peril does not include:
- a. damage due to waves, “flood”, waterborne objects or the weight or pressure or melting of ice or snow, whether driven by wind or not;
  - b. damage to a building, except a mobile home, while raised off its foundation;
  - c. damage to a building while being moved or otherwise in course of transit;
  - d. any dent damage to the outer metal covering of a mobile home, unless the metal is punctured (pierced to make an opening in the metal roofing or siding);
10. Theft, including Damage Caused by Attempted Theft: This peril does not include loss or damage:
- a. which happens at any other “dwelling” “you” own, rent or occupy, except while “you” are temporarily living there;
  - b. caused by an employee, “tenant”, or member of a tenant’s household. “Tenant” includes any person who has “your” permission to occupy “your” “dwelling” or “unit” or any part of it;
  - c. to property in or from a “dwelling” or “unit” “under construction” until the “dwelling” or “unit” is completed and ready to be occupied;
  - d. to jewelry, gems, watches, fur garments and garments trimmed with fur, securities, numismatic property, manuscripts, stamps or philatelic property at any seasonal residence “premises”, if such property is normally kept there throughout the year, even if an amount of insurance is specified for “Seasonal Dwelling Contents”.
11. Transportation: This peril means loss or damage caused by collision, upset, overturn, derailment, stranding or sinking of any automobile or attached trailer in which the insured property is being carried. This would also apply to any conveyance of a common carrier. This peril does not include

- loss or damage to any watercraft, their furnishings, equipment or motors.
12. Glass Breakage: If “you” are a “homeowner” or a “condominium unit owner”, “we” insure glass that forms part of “your” “dwelling” or “unit” and, if “you” are a “homeowner”, glass forming part of private structures on “your” “premises”, including glass in storm windows and doors, against accidental or malicious breakage. If “you” are a “condominium unit owner”, “we” only cover if “you” are held responsible for the damage by the “condominium corporation’s” by-laws or it is part of “your” improvements and betterments. This peril does not include loss or damage occurring while a building or “unit” is “under construction” or “vacant” even if permission for construction or “vacancy” has been given by “us”.
  13. Collapse: “We” insure loss or damage due to the collapse of a foundation wall, floor, or roof of “your” “dwelling” or outbuilding caused by any of the following:
    - a. a peril insured under this Rider;
    - b. the weight of contents, equipment or people;
    - c. the weight of rain, snow, ice or sleet on the roof.
 This peril does not include loss or damage to an outdoor swimming pool, hot tub, spa or similar installation or attached equipment.
  14. Earthquake, including snowslide, iceslide, landslide or other earth movements occurring concurrently with and directly resulting from an earthquake shock.
  15. Power Fluctuation Coverage: “We” insure against the sudden and accidental loss or damage caused by artificially generated electrical current.

#### **EXCLUSIONS - LOSS OR DAMAGE WE DO NOT INSURE**

Listed below are certain kinds of property and losses “we” do not insure.

#### **PROPERTY NOT INSURED - “We” do not insure:**

1. outdoor trees, shrubs, plants and lawns, except as provided for under “Additional Coverages”;
2. buildings, “units” or structures and their contents used in whole or in part or designed for “business” or farming purposes unless such use is declared on the “Coverage Summary Page”;
3. hydronic yard furnaces, the building they are housed in, nor any contents located in the building (this includes but is not limited to wood and or coal fired water boilers), unless such “units” and buildings are declared on the “Coverage Summary Page”;
4. books of account and evidences of debt or title;
5. motorized vehicles, camper units, truck caps, trailers and aircraft or their equipment (except for motorized wheelchairs, scooters having more than 2 wheels and specifically designed for the carriage of a person with a physical disability, “personal transporters”, watercraft, motorized lawn mowers, other motorized gardening equipment and snow blowers, golf carts, electric bicycles with pedals, not more than 500 watts and not exceeding 32 km per hour, electric or battery powered children’s toys with a maximum speed of 8 km per hour subject to Special Limits of Insurance). Equipment includes audio, visual, recording or transmitting equipment powered by the electrical system of a motor vehicle or aircraft;
6. “business” property, including samples and goods held for sale, except as provided under “Special Limits of Insurance”;
7. property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
8. property illegally imported, acquired, kept, stored or transported;
9. property away from “your” “premises” for the purpose of exhibition;
10. buildings and/or structures, and their contents, used in whole or in part for the cultivation, harvesting, processing, manufacture, distribution or sale of marijuana or any product derived from, or containing, marijuana or any other substance falling within the Schedules of the Controlled Drugs and Substances Act, whether or not the insured is aware of such use of the property;
11. wind turbine systems including all related equipment and structures manufactured for a rated power unless declared on the “Coverage Summary Page”.

#### **LOSSES NOT INSURED - “We” do not insure:**

1. losses, expenses or increased costs of repair or replacement directly or indirectly resulting from or contributed to by the operation of any law or ordinance regulating the zoning, demolition, repair, construction or reconstruction of buildings and their related services;

2. loss or damage to personal property while undergoing a process or while being worked on, where the damage results from such process or work, but resulting damage to other property is insured;
3. loss or damage occurring after “your” “dwelling” or “unit” has, to “your” knowledge, been “vacant” for more than 30 consecutive days;
4. loss or damage resulting from any intentional or criminal act or failure to act by:
  - a. “you”, “your” employees or anyone to whom the damaged or lost property is entrusted
  - b. any person insured by this policy; or
  - c. any other person at the direction of any person insured by this policy;
5. loss or damage caused directly or indirectly by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
6. loss or damage caused directly or indirectly by any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
7. the cost of gathering or assembling information or “data” for a computer software system;
8. the voluntary parting with title or ownership, whether or not induced to do so by any fraudulent scheme, trick, device or false pretense;
9. loss or damage caused by or resulting from contamination or pollution, or the release, discharge or dispersal of contaminants or “pollutants”;
10. loss or damage when a motorboat and/or personal watercraft is not operated in accordance with the Canada Shipping Act regulations governing age and horsepower restrictions and operator competency requirements;
11. loss or damage resulting from, contributed to or caused directly or indirectly by “Data Problem”. However, if loss or damage caused by “Data Problem” results in the occurrence of further loss of or damage to insured property that is directly caused by “Specified Perils”, this exclusion shall not apply to such resulting loss or damage;
12. loss or damage to or caused directly or indirectly by a domesticated animal, bird or fish “you” own or which is in “your” care;
13. loss or damage caused directly or indirectly by birds, vermin, skunks, rodents, raccoons, moles, mice, moths and insects, except damage to building glass;
14. accumulative damage, however caused;
15. any loss or damage caused directly or indirectly, in whole or in part, by “terrorism” or by any activity or decision of a government agency or other entity to prevent, respond to or terminate “terrorism” regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

## II. HOMEOWNERS FORM B

If the “Coverage Summary Page” specifies - **HOMEOWNERS FORM ‘B’**, “we” insure “your” property as follows:

1. if there is loss or damage to property insured under Dwelling Building, and/or Outbuildings, “you” are insured for such loss or damage under the terms and conditions of Homeowners Form ‘A’.
2. if there is loss or damage to property insured under Personal Property, “you” are insured for such loss or damage under the terms and conditions of Homeowners Comprehensive Form ‘D’.

## III. HOMEOWNERS FORM C

If the “Coverage Summary Page” specifies - **HOMEOWNERS FORM ‘C’**, “we” insure “your” property as follows:

1. if there is loss or damage to property insured under Dwelling Building, and/or Outbuildings, “you” are insured for such loss or damage under the terms and conditions of Homeowners Comprehensive Form ‘D’.
2. if there is loss or damage to property insured under Contents (Personal Property), “you” are insured for such loss or damage under the terms and conditions of Homeowners Form ‘A’.

## IV. HOMEOWNERS COMPREHENSIVE FORM ‘D’ AND TENANTS AND CONDOMINIUM UNIT OWNERS PACKAGE II

### Insured Perils

If the “Coverage Summary Page” specifies **Comprehensive Form ‘D’** or **Tenants and Condominium Unit Owners Package II**, “we” insure against direct physical loss or damage to insured property subject to all the exclusions, limitations, terms and conditions of this policy.

## **ADDITIONAL COVERAGES**

**Food Spoilage:** Under Personal Property, “we” will pay for loss or damage to food contained in a home freezer at “your” Principal Residence “premises”, resulting from a power failure, other interruption of electrical power or mechanical breakdown of the home freezer. “We” do not insure loss or damage:

1. due to the deliberate manual disconnection of the electrical power supply to the freezer in which the food is kept; or
2. due to “your” failure to take all reasonable steps to prevent further loss or damage to the insured property.

Settlement of loss will not include any expenses incurred in the acquisition of the food.

**EXCLUSIONS** Listed below are certain kinds of property and losses “we” do not insure.

**PROPERTY NOT INSURED** - “We” do not insure:

1. outdoor trees, shrubs, plants and lawns, except as provided for under “Additional Coverages”;
2. books of account and evidences of debt or title;
3. motorized vehicles, camper units, truck caps, trailers and aircraft or their equipment (except for motorized wheelchairs, scooters having more than 2 wheels and specifically designed for the carriage of a person with a physical disability, “personal transporters”, watercraft, motorized lawn mowers, other motorized gardening equipment and snow blowers, golf carts, electric bicycles with pedals, not more than 500 watts and not exceeding 32 km per hour, electric or battery powered children’s toys with a maximum speed of 8 km per hour subject to Special Limits of Insurance). Equipment includes audio, visual, recording or transmitting equipment powered by the electrical system of a motor vehicle or aircraft;
4. “business” property, including samples and goods held for sale, except as provided under “Special Limits of Insurance”;
5. property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
6. property illegally imported, acquired, kept, stored or transported;
7. property away from “your” “premises” for the purpose of exhibition;
8. buildings, “units” or structures used in whole or in part or designed for “business” or farming purposes unless such use is declared on the “Coverage Summary Page”;
9. hydronic yard furnaces, the building they are housed in, nor any contents located in the building (this includes but is not limited to wood and or coal fired water boilers) unless such units and buildings are declared on the “Coverage Summary Page”;
10. buildings and/or structures, and their contents, used in whole or in part for the cultivation, harvesting, processing, manufacture, distribution or sale of marijuana or any product derived from, or containing, marijuana or any other substance falling within the Schedules of the Controlled Drugs and Substances Act, whether or not the insured is aware of such use of the property.
11. wind turbine systems including all related equipment and structures manufactured for a rated power unless declared on the “Coverage Summary Page”

**LOSSES NOT INSURED** - “We” do not insure:

1. losses, expenses or increased costs of repair or replacement directly or indirectly resulting from or contributed to by the operation of any law or ordinance regulating the zoning, demolition, repair, construction or reconstruction of buildings and their related services;
2. marring or scratching of any property or breakage of eye glasses, glassware or any fragile or brittle articles, unless caused by a “Specified Peril”, impact by watercraft or aircraft, or theft or attempted theft;
3. loss or damage caused directly or indirectly by wear and tear, deterioration, latent defect or mechanical breakdown, inherent vice, rust or corrosion, extremes of temperature, dampness of atmosphere, condensation, wet or dry rot, mould, “fungi” or “spore(s)”, or contamination;
4. the cost of making good faulty design, material or workmanship;
5. cracking or falling of ceiling or wall plaster, unless caused by a peril not otherwise excluded by this policy;
6. accumulative damage however caused;
7. the cost of gathering or assembling information or “data” for a computer software system;
8. the voluntary parting with title or ownership, whether or not induced to do so by any fraudulent scheme, trick, device or false pretense;



9. loss or damage caused by or resulting from contamination or pollution, or the release, discharge or dispersal of contaminants or "pollutants";
10. any dent damage to the outer metal covering of any mobile home, unless the metal is punctured (pierced to make an opening in the metal covering or roofing).

Also, "we" do not insure loss or damage:

11. occurring after "your" "dwelling" or "unit" has, to "your" knowledge, been "vacant" for more than 30 consecutive days;
12. caused directly or indirectly by settling, expansion, contraction, moving, shifting, bulging, buckling or cracking, except resulting fire or explosion or damage to building glass. This exclusion does not apply to loss or damage insured under Insured Peril 8(b) - Homeowners Form A;
13. caused directly or indirectly by birds, vermin, skunks, rodents, raccoons, moles, mice, moths and insects, except damage to building glass;
14. to or caused directly or indirectly by a domesticated animal, bird or fish "you" own or which is in "your" care;
15. resulting from any intentional or criminal act or failure to act by any person insured by this policy; or any other person at the direction of any person insured by this policy;
16. caused directly or indirectly by smoke from agricultural smudging or industrial operations;
17. caused directly or indirectly by snowslide, iceslide, landslide, or other earth movement. If any of these results in fire or explosion we will pay only the resulting damage;
18. to an outdoor swimming pool, hot tub, spa or similar installation, including attached equipment, or a public "water main" or outdoor plumbing systems and attached equipment, caused by water escape, rupture, freezing, movement of ice or collapse;
19. to retaining walls, driveways and sidewalks on "your" "premises" not constituting part of a building, unless the loss is caused by a 'Specified Peril';
20. caused directly or indirectly by continuous or repeated "seepage" or "leakage" of water or steam from within a plumbing, heating, sprinkler or air conditioning system, "domestic appliance", swimming pool, hot tub or its attached equipment or "water main";
21. caused directly or indirectly by "flood", surface water, spray, waves, tides, tidal waves, ice or waterborne objects, all whether driven by wind or not, unless the loss or damage resulted from the escape of water from a public "water main", swimming pool or equipment attached;
22. caused directly or indirectly by water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through any sidewalk(s), driveway(s), foundation(s), wall(s), basement or other floor(s) or through any door(s), window(s) or any other opening(s), unless the loss or damage resulted from the escape of water from a public "water main", swimming pool or equipment attached;
23. to improvements or betterments or to the interior of a building or its contents caused by water from rain, hail, sleet, snow, sand or dust, all whether driven by wind or not, unless the loss or damage is co-incident with a windstorm which first creates an opening in the building;
24. caused directly or indirectly by freezing of a plumbing, heating, sprinkler or air conditioning system or "domestic appliance" unless it happens within a building heated during the usual heating season and "you" have not been away from the insured "premises" for more than **ten** consecutive days. However, if "you" had arranged for a competent person to enter "your" "dwelling" daily to ensure that heating was being maintained or if "you" had shut off the water supply and had drained all the pipes and appliances, or if "you" have "your" "dwelling" electronically monitored 24 hours a day by a company that monitors and responds to a low temperature signal, "you" would still be insured. If the loss or damage occurs while "your" building is "under construction" or "vacant", "you" would not be insured, even if permission for construction or "vacancy" has been given by "us";
25. caused directly or indirectly by accidental discharge or overflow of water or steam from within a plumbing, heating, sprinkler or air conditioning system, "domestic appliance", swimming pools, including hot tubs, spas and similar installations or equipment attached and public "water mains", occurring while "your" "dwelling" or unit is "under construction" or "vacant", even if permission for construction or "vacancy" has been given by "us";
26. caused directly or indirectly by sudden and accidental bursting, tearing apart, cracking, burning or bulging due to the pressure of water or steam, or the lack of water or steam, in a plumbing, heating, sprinkler or air conditioning system or an appliance for heating water occurring while the

- insured “dwelling” or “unit” is “under construction” or “vacant” even if permission for construction or “vacancy” has been given by “us”;
27. caused by backing up or escape of water from a sewer or drain, sump or septic tank, eavestrough or downspout connected to “your” sewer or from drains or public sewers outside “your” “dwelling”;
  28. caused directly or indirectly by vandalism or malicious acts by any of “your” employees or by any “tenant”, tenant’s guest, a tenant’s employee or member of a tenant’s household. “Tenant” includes any person who has “your” permission to occupy “your” “dwelling” or “unit” or any part of it;
  29. caused directly or indirectly by theft or attempted theft:
    - a. which happens at any other “dwelling” “you” own, rent or occupy, except while “you” are temporarily living there;
    - b. by any employee, “tenant” or member of a tenant’s household. “Tenant” includes any person who has “your” permission to occupy “your” “dwelling” or “unit” or any part of it;
    - c. of property at a “dwelling” or “unit” “under construction” until the “dwelling” or “unit” is completed and ready to be occupied;
    - d. of jewelry, gems, watches, fur garments and garments trimmed with fur, securities, numismatic property, manuscripts, stamps or philatelic property at any seasonal residence “premises”, if such property is normally kept there throughout the year, even if an amount of insurance is specified for “Seasonal Dwelling Contents”;
  30. caused directly or indirectly by vandalism or malicious acts or glass breakage, occurring while “your” “dwelling” or “unit” is “under construction” or “vacant” even if permission for construction or “vacancy” has been given by “us”;
  31. to a building (except a mobile home) caused by windstorm or collapse while the “dwelling” is raised off its foundation;
  32. to a building, including a mobile home, while it is being moved or is otherwise in course of transit. this exclusion does not apply to a mobile home while being moved in an emergency to protect it when endangered by a peril insured by this Rider;
  33. 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 by an “Insured Peril” is insured;
  34. to sporting or hobby equipment where the loss or damage is due to its use;
  35. caused directly or indirectly by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
  36. caused directly or indirectly by any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
  37. resulting from, contributed to or caused directly or indirectly by “Data Problem”. However, if loss or damage caused by “Data Problem” results in the occurrence of further loss of or damage to insured property that is directly caused by “Specified Perils”, this exclusion shall not apply to such resulting loss or damage;
  38. consisting of or caused directly or indirectly, in whole or in part, by any “fungi” or “spore(s)”, or for the cost or expense for any testing, monitoring, evaluating or assessing of “fungi” or “spore(s)”;
  39. any loss or damage caused directly or indirectly, in whole or in part, by “terrorism” or by any activity or decision of a government agency or other entity to prevent, respond to or terminate “terrorism” regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage .

#### **BASIS OF CLAIM PAYMENT**

##### **Dwelling Building, Outbuilding and Personal Property - (applicable to all Riders and Endorsements)**

This part sets out certain rules, which apply in settling a claim for loss or damage to insured property. “We” will pay for insured loss or damage up to “your” financial interest in the property, but not exceeding the applicable amount(s) of insurance for any loss or damage arising out of any one occurrence. Any payment “we” make for loss or damage will not reduce the amounts of insurance provided by this policy. If “you” qualify for a tax credit, the loss payment will be reduced by that amount. “Actual Cash Value” will take into account such things as the cost of replacement less any depreciation, and in determining depreciation “we” will consider the condition and resale value immediately before

the loss or damage and the normal life expectancy.

**Building Replacement Cost - Optional Loss Settlement:** (This clause does not apply to Mobile Homes) If “you” are a “homeowner” and there is loss or damage to a building insured under Dwelling Building or Outbuilding, “you” may choose as the basis of loss settlement either (A) or (B) below, provided:

1. “You” repair or replace the damaged or destroyed building within a reasonable time after the loss, and
  2. “You” use materials of similar quality for repair or replacement, and
  3. If replacement is necessary, “you” replace the building on the same site with a building to be used for the same occupancy, and
  4. The “Coverage Summary Page” does not indicate that the building is insured for “actual cash value”, and
  5. There is nothing elsewhere in this policy limiting the basis of claim payment to Actual Cash Value.
- If all these provisions are not met, settlement will be as in (B).
- (A) The cost of repairs or replacement (whichever is less) without deduction for depreciation, in which case, if the loss is over \$1,000, we will pay in the proportion that the applicable amount of insurance bears to 80% of the “replacement cost” of the damaged building at the date of the damage, but not exceeding the actual cost incurred. “Replacement Cost” means the cost, at the time of the loss, of repairs or replacement (whichever is less) with new property of similar kind and quality, without deduction for depreciation.
  - (B) The “Actual Cash Value” of the loss or damage at the date of the occurrence. “Actual Cash Value” will take into account such things as the cost of replacement less any depreciation, and in determining depreciation we will consider the condition and resale value immediately before the loss or damage and the normal life expectancy.

**Condominium Unit Owners Contingent Insurance:** In case of loss or damage for which an amount is payable under the Condominium Unit Owners Contingent Insurance coverage provided by this policy, “we” will pay up to the applicable amount of insurance for insured loss or damage to “your” “unit”, less any amount recoverable from any insurance covering the collective interests of the “unit” owners, as follows:

1. If, within a reasonable time after the loss or damage, “you” repair or replace the loss or damage to “your” “unit” with materials of similar quality, “we” will pay for the actual cost of repairs or replacement (whichever is less) without deduction for depreciation;
2. If loss or damage is not repaired or replaced within a reasonable time, “we” will pay the Actual Cash Value of the loss or damage at the date of occurrence.

**Deductible: “We” are responsible only for the amount by which the insured loss or damage exceeds the amount of the deductible shown on the “Coverage Summary Page” in any one occurrence.** If one occurrence could lead to the application of more than one deductible, only the largest deductible will apply.

**Dwelling Roofs:** Loss or damage caused by windstorm or hail to “dwelling” roofs over 20 years old will be settled on an Actual Cash Value basis.

**Guaranteed Replacement Cost:**

If the “Coverage Summary Page” indicates that Guaranteed Replacement Cost (GRC) applies, we agree to pay any insured loss under Dwelling Building, on the basis of the following:

1. Subject to paragraph 2 below, “we” agree to pay:
  - a. the actual cost reasonably incurred to repair or replace the building on the same site with materials of like kind and quality, without deduction for depreciation, even if this exceeds the amount of insurance specified for Dwelling Building on the “Coverage Summary Page”, and
  - b. without increasing the amount of insurance, and only as a result of an “Insured Peril”, the cost, as required, of demolishing, repairing, replacing, constructing or reconstructing the “dwelling” on the same site arising from the enforcement of the minimum requirements of any by-law, regulation, ordinance or law which regulates zoning or the demolition, repair or construction of damaged “dwellings” and is in force at the time of such loss or damage “We” will not pay for losses caused by the enforcement of any by-law, regulation, ordinance or law which prohibits “you” from rebuilding or repairing on the same site.
2. The foregoing agreement shall not be applicable and shall not be in effect unless “you” fully comply with the following conditions:

- a. the amount of insurance applicable to Dwelling Building must not be less than the full estimated replacement cost of the building;
- b. "you" must notify us of any additions, alterations or improvements "you" make to the building which increases its replacement cost by \$10,000 or more, within **ninety** days of the commencement of the additions, alterations or improvements. "You" agree to increase the amount of insurance applicable to Dwelling Building by an amount equal to the increase in the replacement cost of the building and to pay the additional premium for the increase.
- c. "you" must repair or replace the damaged or destroyed building within a reasonable time after the loss.
- d. "you" must have properly described "your" "dwelling" building to "us" when applying for this insurance
- e. "you" agree to accept each annual adjustment in the coverage limits of liability as recommended by "us" and pay the additional premium.

**Improvements and Betterments:** (applicable to a Tenant or "condominium unit owner") If within a reasonable time after damage, "you" repair or replace loss or damage to "your" improvements or betterments with materials of similar quality, "we" will pay on the basis of the actual cost of repairs or replacement (whichever is less) without deduction for depreciation, up to the applicable amount of insurance. If loss or damage is not repaired within a reasonable time, "we" will pay the Actual Cash Value of the loss or damage at the date of the occurrence, up to the applicable amount of insurance.

**Insurance Under More Than One Policy:** If "you" have insurance on specifically described property, our policy will be considered excess insurance and we will not pay any loss or claim until the amount of such other insurance is used up. In all other cases, "our" policy will pay its rateable proportion of the loss or claim.

**Mobile Homes:** Loss or damage to Mobile Homes and additions will be settled on the basis of Actual Cash Value in all cases.

**Obsolescence:** "We" will not pay for increased costs that result when "you" cannot repair or replace "your" property because material or parts are unavailable, obsolete or outmoded. "We" will pay the cost that would have been required if material or parts were available. "We" will pay on the basis of the last known cost of material or parts. In the event that new property of like kind and quality is not obtainable because material or parts are unavailable or obsolete, new property which is as similar as possible to that damaged or destroyed and which is capable of performing the same function shall be deemed to be new property of like kind and quality.

**Personal Property:** "We" agree to pay any insured loss or damage to property described under Personal Property, on the basis of "Replacement Cost" provided that:

1. The property at the time of loss was useable for its original purpose, and
2. "You" have repaired or replaced the property promptly; otherwise the basis of loss settlement will be the Actual Cash Value of the loss or damage at the date of the occurrence, up to the applicable amount of insurance, but not exceeding what it would cost to repair or replace the property with material of similar quality.

Replacement Cost settlement does not apply to:

- a. Property no longer in use for its intended purpose;
- b. Antiques, fine arts, paintings, statuary and similar articles which, by their inherent nature, cannot be replaced with a similar article;
- c. Fur garments, garments trimmed with fur or wedding gowns that are 5 years of age from the date they were originally purchased new;

otherwise the basis of loss settlement will be the Actual Cash Value of the loss or damage at the date of the occurrence, up to the applicable amount of insurance, but not exceeding what it would cost to repair or replace the property with material of similar quality.

"You" may elect not to replace some of the destroyed or stolen property. Settlement for the property not replaced will be on an Actual Cash Value basis. If, at a later date, "you" decide to replace any destroyed or stolen property, "you" are permitted to make an additional claim under this insurance but only if "you" present the claim within 180 days after the date of loss.

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

**Swimming Pool Liners:** Loss or damage to swimming pool liners will be settled on the basis of Actual Cash Value in all cases.

## SECTION II - LIABILITY COVERAGES

THIS SECTION DOES NOT APPLY TO A FARM POLICY

### DEFINITIONS (applicable to Section II)

**"You"** and **"Your"** have the same meaning as defined on page 3. In addition, the following persons are insured:

1. any person or organization legally liable for damages caused by 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 their duties for "you";
3. "your" legal representative having temporary custody of the insured "premises", if "you" die while insured by this policy, but only for legal liability arising out of the insured "premises";
4. any person who is insured by this policy at the time of "your" death and who continues residing on the insured "premises".

**"We", "us" or "the insurer"** means **My Mutual Insurance**.

**"Action"** means a civil proceeding in which "compensatory damages" because of "bodily injury" or "property damage" to which this insurance applies are alleged. "Action" includes:

- a. An arbitration proceeding in which such "compensatory damages" are claimed and to which the "insured" must submit or does submit with "our" consent; or
- b. Any other alternative dispute resolution proceeding in which such "compensatory damages" are claimed and to which the "insured" submits with "our" consent.

**"Bodily Injury"** means bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by any person.

**"Business"** means any continuous or regular pursuit undertaken for financial gain, including a trade, profession or occupation or the temporary or part-time business pursuits of an insured person under the age of 21 years.

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

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

**"Condominium Corporation"** in this section has the same meaning as in Section I.

**"Condominium Unit Owner"** or **"Unit Owner"** in this section has the same meaning as in Section I.

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

**"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.

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

**"Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

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

**"Premises"** and **"Insured Premises"** means the "premises" at the location(s) described on the "Coverage Summary Page" where the person(s) named as the insured on the "Coverage Summary Page", or his or her spouse, maintains a residence. It also includes:

1. other residential "premises" specified on the "Coverage Summary Page" where an additional premium has been paid, except "business property" and farms;
2. individual or family cemetery plots or burial vaults;
3. "vacant" land within the province of Saskatchewan "you" own or rent, excluding "farm" land;
4. land within the province of Saskatchewan where an independent contractor is building a one, two or three-family residence to be occupied by "you";
5. premises "you" are temporarily using or where "you" are temporarily residing if "you" do not own such premises or "you" are not under any lessee or tenant agreement which is longer than 90 consecutive days;

6. "premises" within the province of Saskatchewan to be occupied by "you" as "your" principal residence from the date "you" acquire ownership or take possession but not beyond the earliest of:
  - a. 30 consecutive days;
  - b. the date the policy expires or is terminated;
  - c. the date upon which specific liability insurance is arranged for such "premises".

**"Property Damage"** means damage to, or destruction of, or loss of use of tangible property.

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

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

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

## COVERAGES

This insurance applies only to accidents or "occurrences" which take place during the term of this policy. The amounts of insurance are shown on the "Coverage Summary Page". Each person insured is a separate insured but this does not increase the limit of insurance.

### COVERAGE E - LEGAL LIABILITY

"We" will pay all sums which "you" become legally liable to pay as "compensatory damages" because of unintentional "Bodily Injury" or "Property Damage" to which this insurance applies. Other than as provided under "Defense, Settlement, Supplementary Payments", the amount of insurance is the maximum amount "we" will pay under one or more sections of Coverage E for all "compensatory damages" in respect of one accident or "occurrence", regardless of the number of:

1. insured persons;
2. claims made or actions brought; or
3. persons or organizations making claims or bringing actions.

If there is a claim payable under Coverage E for which "you" are insured by us under more than one policy, "we" will pay up to the highest limit available under any one policy. The amounts of insurance specified for the individual policies may not be combined. "You" are insured for claims made against "you" arising from:

1. **Personal Liability** - "Bodily Injury" or "Property Damage" arising out of "your" personal actions anywhere in the world, if "you" are an individual person.
2. **Premises Liability** - "legal liability" arising out of "your" ownership, use or occupancy of the premises defined in Section II. This insurance also applies if "you" assume, by a written contract, the "legal liability" of other persons in relation to these premises.
3. **Tenants Legal Liability** - "legal liability" for "Property Damage" to premises, or their contents, which "you" do not own and which "you" are using, renting or have in "your" custody or control caused by:
  - a. fire,
  - b. explosion or implosion,
  - c. smoke due to a sudden, unusual or faulty operation of any heating or cooking unit in or on the premises, but not smoke from fireplaces,
  - d. water escape from a heating, plumbing, sprinkler or air conditioning system, waterbed or "domestic appliance". This coverage will not apply if "you" have been away from "your" premises more than ten consecutive days. However, if "you" had arranged for a competent person to enter "your" "dwelling" or "unit" daily to ensure that heating was being maintained or if "you" had shut off the water supply and had drained all the pipes and appliances or "you" have "your" "dwelling" electronically monitored 24 hours a day by a company that monitors and responds to a low temperature signal, "you" would still be insured, or
  - e. impact by a land vehicle.

"You" are not insured for liability "you" have assumed by contract unless "your" "legal liability" would have applied even if no contract had been in force. This insurance does not apply to premises or their contents "you" are using for "business" purposes.

4. **Employer's Liability** - "legal liability" for "Bodily Injury" to "residence employees" arising out of and in the course of their employment by "you". "You" are not insured for claims made against "you" resulting from the ownership, use or operation of aircraft while being operated or maintained by "your" employee. "You" are not insured for liability imposed upon or assumed by "you" under any workers' compensation statute.

**COVERAGE E EXCLUSIONS - Loss or damage not insured:**

"You" are not insured for claims made against "you" arising from:

1. the ownership, maintenance, use, operation or entrustment to others of any motorized vehicle, trailer, "farm" machinery or equipment or watercraft, except those for which coverage is provided under "Coverage E Extensions" in this section of the policy. This exclusion does not apply to "Employer's Liability";
2. damage to property "you" own, use, occupy or lease; or property in "your" care, custody or control except property for which coverage is provided under Tenants "legal liability" in this section of the policy;
3. damage to personal property or fixtures as a result of work done on them by "you" or anyone on "your" behalf;
4. "Bodily Injury" to "you" or to any person residing in "your" household, other than a "residence employee";
5. the transmission of communicable or sexually transmitted disease by any person insured by this policy, or arising out of the failure of any person insured by this policy to take steps to prevent the transmission or spread of any communicable disease;
6. any actual or alleged abuse or molestation, meaning any form of actual or threatened sexual, physical, psychological, mental and/or emotional abuse, molestation or harassment, including corporal punishment, directly or indirectly:
  - a. by any person or named insured who is insured by this policy;
  - b. by any person or named insured who is insured by this policy having knowledge of such an activity taking place;
  - c. by any person or named insured who is insured by this policy failing to prevent such activity from taking;
  - d. at the direction of any person or any named insured who is insured by this policy.
7. the ownership, use or maintenance of a swimming pool on "your" "premises" unless "swimming pool liability" is shown on the "Coverage Summary Page" and an additional premium charge for it;
8. the ownership or use of a horse or horses, unless otherwise stated on the "Coverage Summary Page" and an additional premium charged:
  - a. "We" do not insure claims made against "you" arising from the ownership, use, or operation, loading or unloading, or the entrustment to others, by or on behalf of an "Insured" of:
    - 1) any draft or saddle animal or attached conveyance:
      - a) for charge or remuneration; or
      - b) while entrusted to others; or
      - c) for the carrying of passengers for hire or gain or under any other arrangement;
9. the erasure, destruction, corruption, misappropriation or misinterpretation of "data"; or erroneously creating, amending, entering, deleting or using "data"; including any loss of use arising therefrom. "Data" means representations of information or concepts, in any form.

**The additional exclusions on pages 28-29 also apply.**

**COVERAGE E EXTENSIONS**

"You" are also insured for claims made against "you" arising from the following:

**Watercraft Liability**

- a. **Watercraft "you" own:** "You" are insured against claims arising out of "your" ownership, use or operation of watercraft, but only if the watercraft is less than 8 meters (26 feet) in length and:
  - 1) is equipped with an outboard motor or motors of not more than **19kw (25 HP)** in total when used with or on a single watercraft, or
  - 2) has an inboard or an inboard-outboard motor of not more than 38 kW (50 HP).If "you" own any motors or watercraft that exceeds the power or length stated above, "you"

are insured only if “Watercraft Liability Extension” is shown on the “Coverage Summary Page”. If “you” acquire any of these after the effective date of this policy, “you” will be insured automatically for a period of thirty days only from the date of their acquisition.

- b. **Watercraft “you” do not own:** “You” are insured against claims arising out of “your” use or operation of watercraft which “you” do not own, provided:
- 1) the watercraft is being use or operated with the owner’s consent;
  - 2) the watercraft is not owned by anyone included in the definition of “you” or “your” as it applies to Section II of this policy.
- “You” are not insured for damage to the watercraft itself.
- c. **Watercraft Uses “We” Do Not Insure:** “We” do not insure claims made against “you” arising from the use or operation of any watercraft, whether owned by “you” or not, while it is:
- 1) being used for carrying passengers for compensation;
  - 2) being used in any race or speed test or speed contest other than a sailboat;
  - 3) rented by “you” to others;
  - 4) being operated or controlled by “you” while “you” are under the influence of intoxicating liquor or drugs to such an extent as to be incapable of the proper operation or control of the watercraft;
  - 5) being operated or controlled by “you” while “your” alcohol-blood ratio exceeds 80 milligrams of alcohol in 100 milliliters of blood;
  - 6) “Bodily Injury” or “Property Damage” when a motorboat and/or personal watercraft is not operated in accordance with the Canada Shipping Act regulations governing age and horsepower restrictions and operator competency requirements.

#### **Motorized Vehicle Liability**

- a. **Vehicles “you” own:** “You” are insured against claims arising out of “your” ownership, use or operation of the following, including their trailers and attachments:
- 1) motorized lawn mowers, snow blowers, lawn and garden-type tractors used or operated mainly on “your” property, provided they are not used for compensation or hire;
  - 2) motorized golf carts or motorized wheelchairs and motorized scooters having more than two wheels and specifically designed for carrying a person who has a physical disability;
  - 3) while on the “insured premises”, recreational vehicles if they are designed for use off public roads and are not required to be registered under any government authority.
  - 4) electric bicycles with pedals, not more than 500 watts and not exceeding 32 km per hour;
  - 5) electric or battery powered children’s toys with a maximum speed of 8 km per hour subject to Special Limits of Insurance;
  - 6) “Personal Transporters”. **Vehicles “you” do not own:** “You” are insured against claims arising out of “your” use or operation of any self-propelled land vehicle, amphibious vehicle or air cushion vehicle, including their trailers, which “you” do not own, provided that:
- 1) the vehicle is not required to be registered under any government authority and is designed primarily for use off public roads;
  - 2) “you” are not using it for “business” or organized racing;
  - 3) the vehicle is being used or operated with the owner’s consent;
  - 4) the vehicle is not owned by anyone included in the definition of “you” or “your” as it applies to Section II of this policy.

“You” are not insured for damage to the vehicle itself.

#### **Trailer Liability**

“You” are insured against claims arising out of “your” ownership, use or operation of any trailer or its equipment, provided that such trailer is not being towed by, attached to or carried on a motorized vehicle.

#### **Loss Assessment Coverage:**

If “you” are a “condominium unit owner”, we will pay up to 250% of the amount shown on the “Coverage Summary Page” in any one annual policy period for “your” share of special assessments if:



- a. the assessments are valid under the “condominium corporation’s” governing rules, and bylaws; and
- b. the assessments are made necessary by “occurrences” to which the Section of the policy applies.

“We” do not pay for any part of these assessments made necessary by a deductible in the insurance policy of the “condominium corporation”. “We” will only pay in excess of any other insurance covering the collective interest of the “condominium unit owners”.

**DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS**

“We” will defend “you” against any suit which makes claims against “you” for which “you” are insured under Coverage E and which alleges bodily injury or “Property Damage” and seeks “compensatory damages”, even if it is groundless, false or fraudulent. “We” reserve the right to investigate, negotiate and settle any claim or suit if “we” decide this is appropriate. In addition to the limit of insurance under Coverage E, “we” will pay:

1. all expenses which “we” incur;
2. all costs charged against “you” in any suit insured under Coverage E;
3. any interest accruing after judgment on that part of the judgment which is within the amount of insurance of Coverage E;
4. premiums for appeal bonds required in any insured law suit involving “you” and bonds to release any property that is being held as security, up to the amount of insurance, but “we” are not obligated to apply for or provide these bonds;
5. expenses which “you” have incurred for emergency medical or surgical treatment to others following an accident or “occurrence” insured by this policy;
6. reasonable expenses, except loss of earnings, which “you” incur at our request.

**COVERAGE F - VOLUNTARY MEDICAL PAYMENTS**

“We” will pay reasonable medical expenses, incurred within one year of the date of the accident, if “you” unintentionally injure another person or if they are accidentally injured on “your” premises. This coverage is available even though “you” are not legally liable. Medical expenses include surgical, dental, hospital, nursing, ambulance service and funeral expenses. Medical expenses for “residence employees” are included. The amount of insurance shown on the “Coverage Summary Page” is the most “we” will pay for each person in respect of one accident or “occurrence”. “We” will not pay expenses covered by any medical, dental, surgical or hospitalization plan or law or under any other insurance contract. “We” will not pay “your” medical expenses or those of persons residing with “you”, other than “residence employees”. “We” will not pay medical expenses of any person covered by any workers compensation statute.

“We” will not pay for medical expenses arising out of:

1. the ownership, use or operation of any motorized vehicle, trailer, “farm” machinery or equipment, except those for which coverage is provided under “Coverage E Extensions”, in this section of the policy;
2. the ownership or use of horses, unless Coverage E has been extended to insure against claims arising out of the ownership or use of horses;
3. the transmission of a communicable or sexually transmitted disease by any person insured by this policy;
4. any actual or alleged abuse or molestation, meaning any form of actual or threatened sexual, physical, psychological, mental and/or emotional abuse, molestation or harassment, including corporal punishment, directly or indirectly, by or at the direction of any person or any named insured who is insured by this policy.

**The additional exclusions on pages 28-29 also apply.**

“You” shall arrange for the injured person, if requested, to:

1. give “us”, as soon as possible, written proof of claim, under oath if requested;
2. submit to physical examination at “our” expense, by doctors “we” select as often as “we” may reasonably require;
3. authorize “us” to obtain medical and other records.

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

## **COVERAGE G - VOLUNTARY PAYMENT FOR DAMAGE TO PROPERTY**

"We" will pay for unintentional damage "you" cause to property even though "you" are not legally liable. "You" may also use this coverage to reimburse others for direct "Property Damage" caused intentionally by anyone included in the definition of "you" or "your" as it applies to Section II of this policy, 12 years of age or under.

"You" are not insured for claims:

1. resulting from the ownership, use or operation of any motorized vehicle, trailer or watercraft, except those for which coverage is provided under "Coverage E Extensions" in this Section of the Policy;
2. for property "you" or "your" tenants own or rent;
3. which are insured under any other section of this policy;
4. caused by the loss of use, disappearance or theft of property.

**The Additional Exclusions on pages 28-29 also apply.**

**Basis of Payment:** "We" will pay whichever is the least of the following:

1. the actual cash value of the property at the time of the loss;
2. what it would cost to repair or replace the property with materials of similar quality at the time of the loss;
3. the amount of insurance shown on the "Coverage Summary Page".

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

Within 60 days after the loss, "you" must submit to us (under oath if required) a Proof of Loss Form containing the following information:

1. the amount, place, time and cause of loss;
2. the interest of all persons in the property affected;
3. the actual cash value of the property at the time of the loss.

If necessary, "you" must help "us" verify the damage.

## **COVERAGE H - JET PROPELLED PERSONAL WATERCRAFT LIABILITY**

"We" provide the insurance described in this Coverage only if an amount of insurance is shown for "Personal Watercraft Liability" on the "Coverage Summary Page".

**DEFINITIONS:** (Applicable to Coverage H)

"**Passenger**" means anyone other than the operator, who is in, on, getting onto or alighting from a jet propelled personal watercraft.

**COVERAGE:**

"You" are insured against claims made against "you" arising from the ownership, use or operation of the jet propelled personal watercraft described for this Coverage on the "Coverage Summary Page". From hereon "we" will refer to this as "the personal watercraft". "We" will pay all sums which "you" become legally liable to pay as "compensatory damages" because of unintentional "Bodily Injury" or "Property Damage" to which this insurance applies. Other than as provided under "Defense, Settlement, Supplementary Payments", the amount of insurance shown on the "Coverage Summary Page" for Jet Propelled Personal Watercraft Liability is the maximum amount "we" will pay for all "compensatory damages" in respect of one accident or "occurrence" regardless of the number of:

1. insured persons;
2. claims made or action brought; or
3. persons or organizations making claims or bringing actions.

**COVERAGE H EXCLUSIONS** - Loss or damage not insured:

1. "You" are not insured for claims arising from the ownership, use or operation of the Personal Watercraft while it is:
  - a. being operated or controlled by any person under 16 years of age;
  - b. being operated or controlled by any person while under the influence of any intoxicating substance or whose alcohol blood ratio exceeds 80 milligrams of alcohol in 100 milliliters of blood;
  - c. carrying "passengers" for a fee, even if the Passenger Hazard Option is included;
  - d. in a race or speed test;
  - e. rented or leased by "you" to others;

- f. being used for any illicit or prohibited trade or transportation;
  - g. being used or operated in an area where the use or operation of a jet propelled watercraft is restricted or prohibited.
2. "You" are not insured for claims arising from "Bodily Injury" to a "passenger", unless the Passenger Hazard Option is included.
  3. "You" are not insured if the engine capacity of the personal watercraft exceeds 650cc.
  4. "You" are not insured for claims arising from "Bodily Injury" or "Property Damage" when a motorboat and/or personal watercraft is not operated in accordance with the Canada Shipping Act regulations governing age and horsepower restrictions and operator competency requirements.

**The Additional Exclusions on pages 28-29 also apply.**

**OPTIONAL EXTENSION**

The "Coverage Summary Page" will show if the following optional extension is included in this Coverage and if so, to which personal watercraft they apply. All Coverage H Exclusions apply to these options.

**Passenger Hazard Option:** If the "Coverage Summary Page" shows that the Passenger Hazard Option is included, "you" are insured for claims made against "you" because of "Bodily Injury" to a "passenger" arising out of the ownership, use or operation of the personal watercraft. "You" are not insured for claims because of "Bodily Injury" which occurs when the seating capacity of the personal watercraft, as established by the manufacturer, has been exceeded, or while the personal watercraft is being operated or controlled by anyone under the age of 16 years. This means that "you" may not allow an operator under the age of 16 years to carry "passengers" on the personal watercraft.

**COVERAGE I - ALL TERRAIN VEHICLE LIABILITY**

"We" provide the insurance described in this Coverage only if an amount of insurance is shown for "All Terrain Vehicle Liability" on the "Coverage Summary Page".

**DEFINITIONS:** (Applicable to Coverage I)

**"Passenger"** means anyone, other than the operator, who is in, on, getting onto or alighting from an All Terrain Vehicle.

**"Underage Operator"** means a person in control of or operating an All Terrain Vehicle who is 12 years of age or older but not more than 15 years of age.

**COVERAGE**

"You" are insured against claims made against "you" arising from the ownership, use or operation of the All Terrain Vehicle described for this Coverage on the "Coverage Summary Page". From hereon "we" will refer to this as the "All Terrain Vehicle". "We" will pay all sums which "you" become legally liable to pay as "compensatory damages" because of unintentional "Bodily Injury" or "Property Damage" to which this insurance applies. Other than as provided under "Defense, Settlement, Supplementary Payments", the amount of insurance shown on the "Coverage Summary Page" for All Terrain Vehicle Liability is the maximum amount we will pay for all "compensatory damages" in respect of one accident or "occurrence", regardless of the number of:

1. insured persons;
2. claims made or actions brought, or;
3. persons or organizations making claims or bringing actions.

**COVERAGE I EXCLUSIONS - Loss or damage not insured:**

1. "You" are not insured for claims arising from the ownership, use or operation of the All Terrain Vehicle while it is:
  - a. being operated or controlled by any person under 16 years of age unless the Underage Operator Option is included;
  - b. being operated or controlled by any person under 12 years of age, whether or not the Underage Operator Option is included;
  - c. being operated or controlled by any person while under the influence of any intoxicating substance or whose alcohol blood ratio exceeds 80 milligrams of alcohol in 100 milliliters of blood;
  - d. carrying "passengers" for a fee, even if the Passenger Hazard Option is included;
  - e. in a race or speed test;
  - f. rented or leased by "you" to others;
  - g. being used for any illicit or prohibited trade or transportation;
  - h. being operated in a manner contrary to the provisions of the All Terrain Vehicles Act (Sask.).

2. "You" are not insured for claims arising from "Bodily Injury" to a "passenger" unless the Passenger Hazard Option is included.

**The additional Exclusions on pages 28-29 also apply.**

#### **OPTIONAL EXTENSIONS**

The "Coverage Summary Page" will show which, if either, of the following optional extensions are included in this Coverage, and if so, to which All Terrain Vehicle they apply. All Coverage I Exclusions apply to these options.

**Passenger Hazard Option:** If the "Coverage Summary Page" shows that the Passenger Hazard Option is included, "you" are insured for claims made against "you" because of "Bodily Injury" to a passenger arising out of the ownership, use or operation of the All Terrain Vehicle. "You" are not insured for claims because of "Bodily Injury" which occurs when the seating capacity of the All Terrain Vehicle, as established by the manufacturer, has been exceeded.

**Underage Operator Option:** If the "Coverage Summary Page" shows that the Underage Operator Option is included, "you" are insured for claims made against "you" because of "Bodily Injury" and "Property Damage" arising from the ownership use or operation of the All Terrain Vehicle while it is being operated by an "underage operator".

#### **DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS - Applicable to Coverages H and I**

"We" will defend "you" against any suit which makes claims against "you" for which "you" are insured under Coverage H or Coverage I and which alleges "Bodily Injury" or "Property Damage" and seeks "compensatory damages", even if it is groundless, false or fraudulent. "We" reserve the right to investigate, negotiate and settle any claim or suit if "we" decide this is appropriate. In addition to the applicable limit of insurance, "we" will pay:

1. all expenses which "we" incur;
2. all costs charged against "you" in any suit insured under Coverage H or Coverage I;
3. any interest accruing after judgment on that part of the judgment which is within the applicable amount of insurance;
4. premiums for appeal bonds required in any insured law suit involving "you" and bonds to release any property that is being held as security, up to the amount of insurance, but we are not obligated to apply for or provide these bonds;
5. expenses which "you" have incurred for emergency medical or surgical treatment to others following an accident or "occurrence" insured by this policy;
6. reasonable expenses, except loss of earnings, which "you" incur at our request.

#### **ADDITIONAL EXCLUSIONS –**

Loss or damage not insured. Applicable to Coverages E, F, G, H and I: "You" are not insured for claims made against "you" arising from:

1. "your" "business" or any "business" use of "your" premises, except as otherwise specified in Section II of this policy;
2. the rendering or failure to render any professional services;
3. "Bodily Injury" or "Property Damage" caused by any intentional or criminal act or failure to act by:
  - a. any person insured by this policy; or
  - b. any other person at the direction of any person insured by this policy;
4. the ownership, maintenance, use, operation or entrustment to others of any aircraft or premises used as an airport or landing strip, and all necessary or incidental operations;
5. pollution of land, water or air. This exclusion does not apply to "Bodily Injury" or "Property Damage" caused by heat, smoke or fumes from a "hostile fire". A "hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be;
6. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
7. "Bodily Injury" or "Property Damage" which is also insured under a nuclear energy liability policy issued by the Nuclear Insurance Association of Canada, or any other group or pool of insurers regardless of exhaustion of such policy limits or its termination;
8. "Bodily Injury" or "Property Damage" when a motorboat and/or personal watercraft is not operated in accordance with the Canada Shipping Act regulations governing age and horsepower restrictions and operator competency requirements;

9. "Bodily Injury" or "Property Damage" when any "Recreational Vehicle" owned by "you" if it is being operated in a manner contrary to the provisions of the All Terrain Vehicles Act (Sask.);
10. "Bodily Injury" or "Property Damage" when automotive anti-freeze has been used in a hydronic yard furnace;
11. the erasure, destruction, corruption, misappropriation or misinterpretation of "data";
12. erroneously creating, amending, entering, deleting or using "data";
13. any obligation under a disability benefits plan, workers' compensation or employment insurance compensation law or any similar law;
14. bodily injury to a co-worker while "you" are on the job;
15. "Property Damage" "you" cause while "you" are unlawfully on the premises of others, or any obligation to share "compensatory damages" with or repay someone else who must pay "compensatory damages" for "Property Damage" arising out of acts omitted by "you" or such other person while unlawfully on the premises of others;
16. "Bodily Injury" or "Property Damage" caused directly or indirectly by an animal "you" own or for which "you" are responsible and which, prior to the "occurrence" which gives rise to the claim, has been declared under any law, by-law or municipal ordinance to be a dangerous animal;
17. the distribution or display of "data" by means of an Internet website, the internet, an intranet, extranet, or similar device or system designed or intended for electronic communication of "data";
18. coaching of or officiating at sporting activities or events for which "you" receive remuneration;
19.
  - a. any injury, damage, loss, cost or expense, 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 "fungi" or "spores" however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of "fungi" or "spores"; or
  - b. any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with "a." above; or
  - c. any obligation to pay damages, share damages with or repay someone else who must pay damages because of such injury or damage referred to in "a." or "b." above.
20. "Bodily Injury" or "Property Damage" arising directly or indirectly, in whole or in part, out of "terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism" regardless of any other cause or event that contributes concurrently or in any sequence to the claim.

**CONDITIONS - Applicable to coverages E, F, G, H and I**

**Notice of accident or occurrence:** When an accident or "occurrence" takes place, "you" must promptly give us notice (in writing if required). The notice must include:

1. "your" name and policy number;
2. the time, place and circumstances of the accident;
3. the names and addresses of witnesses and potential claimants.

**Co-operation:** "You" are required to:

- a. help "us" obtain witnesses, information and evidence about the accident and co-operate with "us" in any legal action if "we" ask "you";
- b. immediately send "us" everything received in writing concerning the claim including legal documents.

**Unauthorized Settlements-Coverage E, H and I:** "You" shall not, except at "your" cost, voluntarily make any payment, assume any obligations or incur expenses, other than first aid expenses necessary at the time of the accident.

**Action Against Us-Coverage E, H and I:** "You" shall not bring suit against us until "you" have fully complied with all the terms of this policy, nor until the amount of "your" obligation to pay has been finally determined, either by judgment against "you" or by an agreement which has "our" consent.

**Action Against Us-Coverage F and G:** "You" shall not bring suit against us until "you" have fully complied with all the terms of this policy, nor until 60 days after the required Proof of Loss Form has been filed with "us".

**Payment of Claim-Coverage F and G:** Payment by us under either of these coverages is not an admission of liability by "you" or "us".

**Insurance Under More Than One Policy:** If “you” have other insurance which applies to a loss or claim, or would have applied if this policy did not exist, our policy will be considered excess insurance and “we” will not pay any loss or claim until the amount of such other insurance is used up. However, if “you” have other insurance with “us” which applies to a loss or claim, “we” will pay up to the highest limit available under any one of “our” policies.

### SECTION III - ENDORSEMENTS

The endorsements described in this section apply only if they are indicated on the “Coverage Summary Page”. Except as provided by these endorsements, all terms, exclusions, limitations and conditions of the policy remain unchanged.

#### ADDITIONAL COVERAGE PLUS

If the “Coverage Summary Page” shows that Additional Coverage Plus applies under Section I, Homeowners Property Coverage, the Additional Coverages and Special Limits of Insurance are replaced with the following:

##### Additional Coverages:

**Credit Card, Automated Teller Cards, Electronic Funds Transfer Cards, Calling Cards, Forgery and Counterfeit Money** - “We” will pay up to \$5,000 in any one policy term for “your” legal obligation to pay because of the unauthorized use of credit or debit cards, automated teller cards, library or video cards used for deposit, withdrawal or transfer of funds, issued to “you” or registered in “your” name, which have been lost or stolen. “We’ll” even pay for losses which occur while this policy is in effect and which are not discovered up to one year after its cancellation or termination. “You” must comply with all the conditions under which the credit card or automated teller card was issued and notify the credit company, bank or trust company as soon as “you” discover the loss. “We” do not cover loss resulting from use of a card by a resident of “your” household or a person who has been entrusted with the card. “We” will also pay up to **\$2,000** for any loss “you” sustain caused by forgery or alteration of any cheque or negotiable instrument. “We” have the option to defend “you” at our expense against any suit for the enforcement of payment under this coverage. “We” will pay any loss sustained through “your” acceptance in good faith of counterfeit United States or Canadian paper currency up to \$500 for any one transaction and a total of \$1,000 in any one year.

“We” do not pay for any loss for any of the above arising out of “business” pursuits unless from the unauthorized use of a credit card or automated teller card issued or registered to “you” for which “you” are personally liable. “We” do not pay for any loss arising out of “your” dishonesty. “We” may make any investigation and settle any claim or suit that “we” decide is appropriate. “Our” obligation to defend any claim or suit ends when the amount “we” pay for the loss equals the limit of liability. No deductible applies to this coverage.

**Fire Department Charges** - “We” will pay up to \$3,000, or such other amount as may be specified on the “Coverage Summary Page”, for your liability for fire department charges incurred when a municipal Fire Department is called to save or protect property insured under this Section of “your” policy or to protect “your” property or property of others adjacent to “your” “premises”. No deductible applies to this coverage. “You” may not claim under this extension if the Fire Fighting Expenses are insured elsewhere in this policy.

**Food Spoilage** - Under Personal Property, we will pay for loss or damage to food contained in a home freezer at “your” Principal Residence “premises”, resulting from a power failure, other interruption of electrical power or mechanical breakdown of the home freezer. “We” do not insure loss or damage:

1. due to the deliberate manual disconnection of the electrical power supply to the freezer in which the food is kept; or
2. due to “your” failure to take all reasonable steps to prevent further loss or damage to the insured property.

Settlement of loss will not include any expenses incurred in the acquisition of the food.

**Identity Theft** - we agree that coverage is extended to include reimbursement of cost “you” actually incur resulting from “Identity Fraud” as defined and limited herein. Applicable coverage is noted under the **Identity Theft Endorsement** in this section except as follows:

1. Coverage limit will now read: “We” insure up to \$25,000 in total during the term of this policy, and

2. Item 6. will now read: up to \$300 per day to a maximum of \$3,000, for each "Identity Fraud Occurrence".

**Lock Replacement** - "We" will pay up to \$2,000 for the replacement of locks on the principal residence building if the keys are stolen. No deductible applies to this coverage.

**Outdoor Trees, Shrubs, Plants, Lawns and Landscaping Material (This coverage does not apply to a Seasonal Residence)** - If "you" are a "homeowner", "you" may apply up to 5% in all of the amount of insurance on "your" "dwelling" to outdoor trees, shrubs, plants, lawns or landscaping material on "your" premises. "We" will not pay more than \$1,500 for any one tree, shrub, plant, lawn or landscaping material, including debris removal expenses. "We" insure these items only against loss caused by fire, lightning, explosion, impact by aircraft or land vehicle, riot, vandalism and malicious acts, all as described and limited under "Insured Perils".

"We" do not insure:

1. trees, shrubs, plants, lawns or landscaping material grown or used for commercial purposes;
2. trees, shrubs, plants, lawns or landscaping material located more than 61 meters (200 feet) from the "dwelling" building.

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

**Property Protection Coverage - "We" will pay for property that is damaged or used trying to protect "your" "dwelling", outbuildings, or personal property from a loss. For example, "we" will pay to recharge "your" or someone else's fire extinguisher if it was used to fight a fire on "your" premises. "We" will not pay for property owned by a fire department. The amount "we" pay under this coverage is in addition to the amounts shown on the "Coverage Summary Page".**

**Safety Deposit Box** - "We" will pay up to \$10,000 for loss or damage caused by any of the Insured Perils to "your" Personal Property while contained in a Bank (or Trust Company) Safety Deposit Box.

**Tear Out (Applicable to Dwelling Building)** - If any walls, ceilings or other parts of insured buildings or structures must be torn apart before insured water damage from a plumbing, heating, air conditioning or sprinkler system or "domestic appliance" can be repaired, "we" will pay the cost of such repairs. The cost of tearing out and replacing property to repair damage related to outdoor swimming pools, hot tubs, spas or similar installations or public "water mains", is not insured.

**Temperature Change (Personal Property)** - "We" insure "your" personal property damage that is caused by a change of temperature resulting from physical damage to "your" "dwelling", "unit" or equipment by an "Insured Peril". This only applies to personal property in the "dwelling" or "unit".

**Liability – Section II** – the following limits for:

**Voluntary Medical Payments** are increased to \$7,500, and

**Voluntary Property Damage Payments** are increased to \$7,500

## SPECIAL LIMITS OF INSURANCE

For the following kinds of property, we will not pay more than the amounts stated. "We" insure:

Personal Property Type	Total Coverage Limits Up To
Jewelry, watches, gems, furs and garments trimmed with fur;	\$15,000
Numismatic property (such as coin collections and bank note collections);	\$1,000
Manuscripts, stamps and philatelic property (such as stamp collections) ;	\$5,000
Tapes, discs, records or other media, while in or on motor vehicles, watercraft or aircraft;	\$1,000
Silverware, meaning silverware, silver-plated ware, gold ware, gold-plated ware and pewter ware ;	No Limit
any one bicycle, including its equipment and accessories.	\$2,000

**The above-mentioned limits do not apply to loss or damage caused by any of the 'specified perils' listed in Section I.**

**“We” also insure:**

Securities;	\$10,000
money or bullion or cash cards;*	\$500
watercraft, their equipment, furnishings, accessories and motors. These are insured only for ‘Specified Perils’ and theft or attempted theft. Loss or damage by windstorm or hail is insured only if they were inside a fully enclosed building, except for canoes and rowboats which are insured while in the open on “your” premises;	\$5,000
books, tools, and instruments pertaining to a “business”, profession or occupation, but only while on “your” premises. Other “business” property, including samples and goods held for sale, is not insured;	\$10,000
computer software including “digital assets”. “We” do not insure the cost of gathering information or “data”;	\$10,000
trading and collectible cards (including, but not limited to, sports cards), comic books and sports memorabilia;	\$2,500 / \$200 any one item
medi chairs, golf carts, “personal transporters”, motorized lawn mowers, other motorized gardening equipment and snow blowers, including attachments and accessories;	\$10,000
Spare Automobile parts and accessories not installed;	\$1,000
Cemetery property.	\$5,000

**\*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 account or other account.**

**“We” also insure:**

your legally owned cannabis seeds, plants and cannabis in all consumable forms, whether for medicinal or recreational use and all related equipment and paraphernalia, up to \$500 in all but only while on “your” “premises”. “Actual Cash Value” will be the basis of claim payment for this Personal Property. Failure to comply, at any time, with the provisions of the Cannabis Act or any other provincial or federal law governing the possession, growing, cultivation or harvesting of cannabis, including limitations on the amount of cannabis plants per dwelling, will be deemed an illegal growing operation negating coverage under this Special Limit. These limits apply to loss or damage caused by any and all insured perils.

**This endorsement is subject to all terms of the policy.**

**ALL TERRAIN VEHICLE COVERAGE**

If the “Coverage Summary Page” shows that rider X516 applies, “we” insure the all terrain vehicle(s) described for this rider on the “Coverage Summary Page”, including its permanently attached equipment.

**INSURED PERILS** - “You” are insured against all risks of direct physical loss or damage from any external cause, subject to the exclusions, limitations, terms, and conditions set out below.

**LOSS OR DAMAGE NOT INSURED** - “We” do not insure:

1. loss or damage to any property illegally imported, acquired, kept, stored or transported;
2. loss or damage to any property lawfully seized or confiscated unless the property is destroyed to prevent the spread of fire;
3. loss or damage to electrical apparatus (including wiring) caused by electricity other than lightning. If fire ensues, “we” will pay for the damage caused by the fire.

“We” do not insure loss or damage caused directly or indirectly by or resulting from;

4. wear and tear, gradual deterioration, latent defect, inherent vice, mechanical breakdown, scratching, denting, chipping, corrosion, rust, dampness or drying of atmosphere, “fungi” or spores(s), weathering, ice, freezing or extremes of temperature;
5. any work being done on the insured property. If fire or explosion ensues “we” will pay for the damage caused by the fire or explosion;
6. any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
7. contamination or pollution or the release, discharge or dispersal of contaminants or “pollutants”



8. birds, moths, vermin (such as skunks and raccoons), rodents (such as squirrels and rats) or insects;
9. any process of refinishing, renovating, repairing, servicing or maintenance;
10. dishonesty of persons to whom the insured property is entrusted;
11. "your" intentional or criminal acts;
12. war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
13. loss or damage resulting from, contributed to or caused directly or indirectly by "Data Problem". However, if loss or damage caused by "Data Problem" results in the occurrence of further loss of or damage to insured property that is directly caused by "Specified Perils", this exclusion shall not apply to such resulting loss or damage.  
 "Data" means representations of information or concepts in any form.  
 "Data Problem" means:
  - a. erasure, destruction, corruption, misappropriation, misinterpretation of "data";
  - b. error in creating, amending, entering, deleting or using "data";
  - c. inability to receive, transmit or use "data"; or
  - d. damage to electronic data processing equipment or any other related component system, process or device;
14. any loss or damage caused directly or indirectly, in whole or in part, by "Terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism" regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

**LIMITATIONS OF USE** - "We" do not insure any property while it is:

1. rented or leased to others,
2. used to carry "passengers" for compensation,
3. being operated in any race or speed test, or
4. not being operated in accordance with the All Terrain Vehicles Act (Sask) regulations.

**SUBSTITUTE ACQUISITION CLAUSE:** If "you" dispose of the insured property during the term of this policy, "we" agree to hold covered similar property acquired in replacement thereof for a period not exceeding 30 days from the date of acquisition and to an amount not exceeding the amount of insurance on the property disposed of or the invoice cost of the newly acquired property, whichever is less. "We" will adjust "your" premium on a pro rata basis from the date of the acquisition.

**TERRITORIAL LIMITS:** This insurance applies only to insured property within the limits of Canada and the Continental United States of America.

**BASIS OF CLAIM PAYMENT:** "We" will not pay for a greater proportion of any loss than the applicable amount of insurance bears to 100% of the Actual Cash Value of the insured property at the time of the loss. This clause applies separately to each item for which an amount of insurance is shown.

## **BOAT AND MOTOR COVERAGE**

**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 "Coverage Summary Page", in any one occurrence.

If the "Coverage Summary Page" shows that rider X511 applies, "we" insure:

1. the boat(s) described for this rider on the "Coverage Summary Page", including its permanently attached equipment (except outboard motors) as well as oars, anchors, seat cushions, auxiliary fuel tanks, tarpaulins, fire extinguishers and spare propellers all pertaining to the described boat(s);
2. the motor(s) described for this rider on the "Coverage Summary Page", including fuel containers and electric starting equipment or controls supplied as integral equipment by the manufacturer;
3. boat a/o motor accessories described for this rider on the "Coverage Summary Page" and not included in 1 or 2 above.

**INSURED PERILS** - "You" are insured against all risks of direct physical loss or damage from any external cause, subject to the exclusions, limitations, terms, and conditions set out below.

**LOSS OR DAMAGE NOT INSURED** - "We" do not insure:

1. loss or damage to any property illegally imported, acquired, kept, stored or transported;
2. loss or damage to any property lawfully seized or confiscated unless the property is destroyed to prevent the spread of fire;

3. loss or damage to electrical apparatus (including wiring) caused by electricity other than lightning. If fire ensues, we will pay for the damage caused by the fire.

“We” do not insure loss or damage caused directly or indirectly by or resulting from:

4. wear and tear, gradual deterioration, (including damage by marine life), latent defect, inherent vice, mechanical breakdown, scratching, denting, chipping, corrosion, rust, dampness or drying of atmosphere, “fungi” or spores(s), weathering, ice, freezing or extremes of temperature;
5. any work being done on the insured property. If fire or explosion ensues “we” will pay for the damage caused by the fire or explosion;
6. any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
7. contamination or pollution or the release, discharge or dispersal of contaminants or “pollutants”
8. birds, moths, household pets, vermin (such as skunks and raccoons), rodents (such as squirrels and rats) or insects;
9. any process of refinishing, renovating, repairing, servicing or maintenance;
10. dishonesty of persons to whom the insured property is entrusted;
11. “your” intentional or criminal acts;
12. war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
13. loss or damage resulting from, contributed to or caused directly or indirectly by “Data Problem”. However, if loss or damage caused by “Data Problem” results in the occurrence of further loss of or damage to insured property that is directly caused by “Specified Perils”, this exclusion shall not apply to such resulting loss or damage.  
“Data” means representations of information or concepts in any form.  
“Data Problem” means:
  - a. erasure, destruction, corruption, misappropriation, misinterpretation of “data”;
  - b. error in creating, amending, entering, deleting or using “data”;
  - c. inability to receive, transmit or use “data”;
  - d. or damage to electronic data processing equipment or any other related component system, process or device;
14. any loss or damage caused directly or indirectly, in whole or in part, by “terrorism” or by any activity or decision of a government agency or other entity to prevent, respond to or terminate “terrorism” regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

**LIMITATIONS OF USE** - “We” do not insure any property while it is:

1. rented or leased to others,
2. used to carry passengers for compensation, or
3. being operated in any race or speed test,
4. Not being operated in accordance with the Canada Shipping Act regulations governing age and horsepower restrictions and operator competency requirements.

**SUBSTITUTE ACQUISITION CLAUSE:** If “you” dispose of the insured property during the term of this policy, we agree to hold covered similar property acquired in replacement thereof for a period not exceeding 30 days from the date of acquisition and to an amount not exceeding the amount of insurance on the property disposed of or the invoice cost of the newly acquired property, whichever is less. “We” will adjust “your” premium on a pro rata basis from the date of the acquisition.

**NEWLY ACQUIRED EQUIPMENT:** If “you” acquire, as owner, any additional watercraft, outboard motors or miscellaneous equipment while this coverage is in effect, “we” will automatically insure it provided “you” tell “us” within 14 days of acquisition. Under this condition “we” will not pay more than 25% of the total limit of insurance provided by this coverage.

It is specifically understood and agreed, however, that this coverage will cease to cover such items if they are not reported to “us” within the said 14-day period.

Any loss or damage will not reduce the amounts of insurance provided by this coverage. If, following payment of a claim, “you” acquire any articles to replace those which were lost or damaged, “you” must tell “us” within 14 days of acquisition.

**TERRITORIAL LIMITS:** This insurance applies only to insured property within the limits of Canada and the Continental United States of America.

**BASIS OF CLAIM PAYMENT:** “We” will pay for insured loss or damage up to your financial interest in the property, but not exceeding the applicable amount(s) of insurance for any loss or damage arising out of one occurrence. “We” will pay on the basis of Replacement Cost provided that:

1. repair or replacement is effected as soon as reasonably possible, but in no event more than one year after the date of loss;
2. the property at the time of loss was useable for its original purpose;
3. the property was in working condition immediately before the loss occurred;
4. the property was not more than five years old from the date “you” originally purchased it new at the beginning of the policy term.

Otherwise, “we” will pay the loss on the basis of Actual Cash Value of the damaged or destroyed property at the time of loss.

“Replacement Cost” means the cost, at the time of loss, of repairs or replacement (whichever is lower), with new property of similar kind and quality, without deduction for depreciation. In no event will “we” pay more than the actual purchase price, the manufacturer’s suggested list price at the original date of purchase, or the actual replacement cost whichever is the lesser amount.

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

**CO-INSURANCE CLAUSE:** “We” will not pay for a greater proportion of any loss than the applicable amount of insurance bears to 100% of the Actual Cash Value of the insured property at the time of the loss. If “Replacement Cost Coverage” applies, “we” will not pay for a greater proportion of the loss than the amount of insurance bears to the Replacement Cost of the insured property at the time of the loss. This clause applies separately to each item for which an amount of insurance is shown.

**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 “Coverage Summary Page”, in any one occurrence.

## **CONTINGENT BUILDING BYLAW COVERAGE**

If the “Coverage Summary Page” shows that Contingent Building Bylaw Coverage applies, and only as a result of an “Insured Peril”, “we” agree to pay for any increase in the cost of demolishing, repairing, replacing, constructing or reconstructing the “dwelling” on the same site arising from the enforcement of the minimum requirements of any by-law, regulation, ordinance or law which regulates zoning or the demolition, repair or construction of damaged “dwelling(s)” and is in force at the time of such loss or damage.

“We” will not pay for losses caused by the enforcement of any by-law, regulation, or ordinance or law which prohibits “you” from rebuilding or repairing on the same site.

## **FINE ARTS COVERAGE**

If the “Coverage Summary Page” shows that rider X512 applies, “we” insure “your” Fine Arts described for this rider on the “Coverage Summary Page” against direct physical loss or damage, subject to the exclusions, limitations, terms and conditions set out below. “We” insure the described fine arts only while at the location(s) specified, unless otherwise stated on the “Coverage Summary Page”.

**DEFINITION:** Fine Arts, as described in this coverage, include paintings, etchings, picture, tapestries and other bona fide works of art (such as valuable rugs, statuary, marbles, bronzes, antique furniture, rare books, antique silver, manuscripts, porcelains, rare glass and bric-a-brac) of rarity, historical value or artistic merit.

**LOSS OR DAMAGE NOT INSURED -** “We” do not insure:

1. loss or damage to property illegally imported, acquired, stored or kept;
2. loss or damage to property seized or confiscated unless such property is destroyed to prevent spread of fire;
3. breakage of glassware, statuary, marble, bric-a-brac, porcelains and other fragile articles unless caused by fire, earthquake, explosion, falling object striking the exterior of a building, “flood”, impact by aircraft or land vehicle, lightning, riot, smoke, vandalism or malicious acts, windstorm or hail, or by accident to land, water or air conveyances, or by theft or attempted theft.

“We” do not insure loss or damage caused directly or indirectly by or resulting from:

1. wear and tear, deterioration, vermin, rodents or insects, household pets or birds;
2. “your” intentional or criminal acts;

3. any process or work being performed on the insured property;
4. war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
5. contamination by radioactive material.

**PACKING/UNPACKING WARRANTY:** The insured property must be packed and unpacked by competent packers, otherwise we will not pay for damage which occurs during the period from commencement of the packing until the property is completely unpacked.

**NEWLY ACQUIRED ARTICLES:** If “you” acquire any additional fine arts during the term this coverage is in effect, “we” will automatically insure these provided “you” tell us within 30 days of acquisition. “We” will adjust “your” premium on a pro rata basis from the date of the acquisition. Under this extension, we will not pay more than 25% of the amount of insurance shown for this rider on the “Coverage Summary Page”.

**STAMP, COIN, AND BANK NOTE COLLECTIONS:** “We” will pay for loss or damage to “your” collection in the proportion that the amount of insurance on “your” collection bears to its cash market value at the time of loss. “We” will not pay more than \$250 on any single article of “your” collection. A single article means any one stamp, coin or other individual article or pair, strip, block, series, sheet, cover, frame, card or the like. This condition does not apply to articles specifically described on the “Coverage Summary Page.”

### **FIRE DEPARTMENT CHARGES**

**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 “Coverage Summary Page”, in any one occurrence.

“We” will pay up to \$2,000, or such other amount as may be specified on the “Coverage Summary Page”, for “your” liability for fire department charges incurred when a municipal Fire Department is called to save or protect property insured under “your” policy or to protect “your” property or property of others adjacent to “your” premises. No deductible applies to this coverage. “You” may not claim under this extension if the Fire Fighting Expenses are insured elsewhere in this policy.

### **IDENTITY THEFT ENDORSEMENT**

**INSURING AGREEMENT** - If the “Coverage Summary Page” shows that the Identity Theft Endorsement applies “we” agree that coverage is extended to include reimbursement of cost “you” actually incur resulting from “Identity Fraud” as defined and limited herein.

#### **DEFINITIONS**

**“You” and “your”** in this wording have the same meaning as in the Definitions applicable to Section 1 of policy to which this endorsement attaches.

**“Identity Fraud”** means the act or acts of knowingly transferring or using, without lawful consent or authority, “your” means of identity which constitutes a violation of any federal, provincial, territorial or municipal law.

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

**All other definitions applicable to the policy to which this endorsement form is attached are applicable.**

**COVERAGE** - “We” insure up to the amount stated on the “Coverage Summary Page”, in total during the term of this policy, the following reasonable costs and expenses incurred by an insured person, as a result of an “Identity Fraud Occurrence”:

1. Reasonable costs associated with registered mail to businesses, law enforcement agencies, financial institutions, credit agencies and similar credit grantors;
2. Fees for the re-application of loans which had been declined as a result of incorrect or erroneous information;
3. The reasonable costs or expenses (including mileage, associated parking costs, taxi cab fees or public transit fees) incurred for notarizing affidavits for financial institutions, credit agencies, credit grantors or similar lenders;

4. The reasonable costs or expenses (including mileage, associated parking costs, taxi cab fees or public transit fees) incurred for notarizing affidavits for law enforcement agencies;
5. Long distance telephone expenses to discuss an actual **"Identity Fraud Occurrence"** to businesses, law enforcement agencies, financial institutions, credit agencies and similar credit grantors;
6. Earnings lost resulting from necessary time away from "your" employment for the purposes of completing affidavits and meeting with credit agencies, similar credit grantors, law enforcement departments, financial institutions, merchants and legal counsel, up to \$250 per day to a maximum of \$2,000, for each **"Identity Fraud Occurrence"** or as stated on the "Coverage Summary Page";
7. Reasonable costs, fees or expenses associated with the replacing of Canadian or Provincial Government issued documents as a result of an **"Identity Fraud Occurrence"**;
8. Reasonable legal fees incurred directly as a result of an **"Identity Fraud Occurrence"**, with prior notice to "us" for:
  - a. The removal of any criminal or civil judgements wrongly entered against "you";
  - b. To challenge the information in "your" consumer credit report;
  - c. The defence of lawsuits brought against "you" by businesses or their collection agencies;
9. "We" will reimburse "you" for the reasonable cost of obtaining up to two credit reports after an **"Identity Fraud Occurrence"** has been reported to "us", for a period of up to 12 months from the date of the reporting of the occurrence, but not limited by the expiry date of the policy;

**LOSS OR DAMAGE NOT INSURED** - "We" do not insure:

1. "your" fraudulent, dishonest, or criminal acts;
2. "your" own use of "your" identity;
3. "your" commercial or "business" pursuits;
4. "your" intentional misuse of "your" identity;
5. fraudulent, dishonest, criminal or intentional misuse of "your" identity by any resident of "your" household;

Nor do "we" insure the following:

6. Any losses covered under the **CREDIT OR DEBIT CARD, Automated Teller Cards, Electronic Funds Transfer Cards, Calling Cards, Forgery and Counterfeit Money** coverage already available in the underlying policy;
7. Any losses covered by credit card insurance, bank insurance or other coverage available to "you". This endorsement will be secondary with other insurance being primary. This endorsement will only apply once the other insurance available to "you" has been exhausted.

**DEDUCTIBLE** - No deductible applies to this coverage.

**REQUIREMENTS AFTER LOSS** - In addition to the requirements outlined on the policy to which this endorsement attaches, "you" are required to contact "your" local law enforcement agency of the **"Identity Fraud Occurrence"**.

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions, statutory and additional conditions to which this form is attached apply.

#### **LIMITATION OF LIABILITY COVERAGE ENDORSEMENT (SECTION II) FORM X600**

This endorsement limits the liability coverage of this policy to premises liability that arises out of the ownership, maintenance or use of the premises within the territorial limits of Saskatchewan.

#### **LIMITATION OF LIABILITY COVERAGE (SECTION II) FORM X602**

The insurance under Coverage E - "legal liability" - of Section II - Liability Coverage, is limited to insure against "Premises Liability" only. All other insurance under coverage E is deleted. Coverage F - Voluntary Medical Payments - applies only to persons accidentally injured on "your" premises as defined in Section II. Coverage G - Voluntary Payment for Damage to Property - is deleted.

#### **MISCELLANEOUS ARTICLES COVERAGE**

If the "Coverage Summary Page" shows that rider X513 applies, we insure "your" property or the property of others for which "you" may be liable, described for this rider on the "Coverage Summary Page", against direct physical loss or damage, subject to the exclusions, limitations, terms and conditions set out below.

**LOSS OR DAMAGE NOT INSURED** - "We" do not insure:

1. loss or damage to any property illegally imported, acquired, kept, stored or transported, or

- property seized or confiscated for breach of any law or by order of any public authority;
- 2. loss or damage to any musical instrument played for a fee unless “we” have given our written permission;
- 3. breakage of fragile or brittle articles;
- 4. loss or damage to sporting or hobby equipment where the loss is due to their use;
- 5. property away from “your” premises for the purpose of exhibition.

“We” do not insure loss or damage caused directly or indirectly by or resulting from:

- 1. wear and tear, defect or mechanical breakdown;
- 2. dampness of atmosphere, extremes of temperature, deterioration, contamination, vermin, insects, rodents, rust, corrosion or mould;
- 3. any process or work being performed on the insured property;
- 4. “your” intentional or criminal acts;
- 5. any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
- 6. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
- 7. “terrorism” or by any activity or decision of a government agency or other entity to prevent, respond to or terminate “terrorism” regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

**SPECIAL CONDITIONS**

**Newly Acquired Articles:** If “you” acquire any additional articles of the type for which an amount of insurance is shown, “we” will automatically insure these under this coverage provided “you” notify “us” within 30 days. “We” will not pay more than \$5,000 under this extension. “We” will adjust “your” premium on a pro rata basis from the date of the acquisition.

**Territorial Limit:** This insurance applies to insured property anywhere in the world, but only while “your” principal residence is maintained within the Province of Saskatchewan.

**Replacement Cost Coverage (RC)** “We” agree to pay any loss insured by this coverage on the basis of replacement cost subject to the policy limits, provided that:

- 1. the property at the time of loss was usable for its original purpose and is not obsolete;
- 2. “you” have repaired or replaced the property promptly. Otherwise the basis of claim payment in the policy will apply as if this coverage had not been in effect.

Replacement Cost Coverage will not apply to the following:

- 1. antiques, fine arts, paintings, statuary and similar articles which, by their inherent nature, cannot be replaced with a similar article;
- 2. fur garments or garments trimmed with fur or bridal gowns that are 5 years of age from the date they were originally purchased new;
- 3. motorized lawn mowers and other motorized gardening equipment.

**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 “Coverage Summary Page” in any one occurrence.

**MOBILE HOME TRANSIT COVERAGE**

If the “Coverage Summary Page” shows that rider X537 applies, the insurance on the Mobile Home described on the “Coverage Summary Page” and the insurance, if any, on “your” personal property contained in the Mobile Home, is extended to provide the coverage set out below while the Mobile Home is in transit for a single trip within the Province of Saskatchewan. This coverage applies from the time the Mobile Home is connected to a power unit at the site from which it is to be moved until it is disconnected from the power unit at its destination.

**INSURED PERILS** - During the period of time that this coverage applies, “we” insure against direct loss or damage caused by the following perils as described and limited:

- 1. Fire, lightning, and explosion;
- 2. Collapse of bridges, culverts, docks, wharves, landing sheds, depots, stations or platforms;
- 3. Falling objects striking the exterior of the Mobile Home;
- 4. Impact by aircraft or land vehicles;
- 5. Riot;
- 6. Smoke;

7. Stranding, sinking, burning, collision, upset or derailing of any vehicle moving the mobile home;
8. Collision of the mobile home with another object or upset or overturn of the mobile home;
9. Vandalism or Malicious Acts;
10. Windstorm or Hail. This peril does not include any dent damage to the outer metal covering of the mobile home, unless the metal is punctured (pierced to make an opening in the metal covering).

**DEDUCTIBLE** - "We" are responsible only for the amount by which the loss or damage insured by this rider exceeds the greater of \$1,000 or the deductible amount shown on the "Coverage Summary Page" as applying to the mobile home, in any one occurrence.

Except as otherwise provided by this rider, all terms, conditions, limitations and exclusions applying to the insured property remain in effect.

### **SEWER BACK-UP ENDORSEMENT – T326**

If the "Coverage Summary Page" shows that Rider T326 applies, we provide the following insurance in return for payment of the premium:

"We" insure against direct loss or damage to insured property caused by the backing up or escape of water from a sewer, sump, or septic tank.

This peril does not include damage:

1. caused directly or indirectly by continuous or repeated "seepage" or "leakage";
2. to the system or appliance caused by rust, corrosion or deterioration;
3. resulting from escape of water from a sump pit not equipped with an operable sump pump;
4. to public "water mains" or outdoor plumbing systems and equipment attached, including but not limited to swimming pools, hot tubs, spas and similar installations;
5. occurring while the building or "unit" is "under construction" or "vacant" even if "we" have given permission for construction or "vacancy".

#### **Additional Coverages**

##### **1. Loss Mitigation Expenses**

###### **a) Sewer or Sump Pit Backup Mitigation Device**

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

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

### **SEWER, SEPTIC TANK, DRAIN OR SUMP BACKUP COVERAGE – T326A**

#### **INSURING AGREEMENT**

If the "Page" shows that Sewer, Septic Tank, Drain or Sump Backup Coverage applies, it is agreed that the policy is extended to cover direct loss or damage to the "dwelling" and personal property in the "dwelling" caused by:

SEWER, SEPTIC TANK, DRAIN OR SUMP BACK UP, meaning sudden and accidental "leakage" or escape of "water" from a sewer, septic tank, drain or sump pit within the insured dwelling subject to the terms and conditions below.

#### **LOSS OR DAMAGE NOT INSURED**

We do not insure loss or damage:

- (a) caused directly or indirectly by continuous or repeated "seepage" or "leakage";
- (b) to the system or appliance caused by rust, corrosion or deterioration;
- (c) resulting from escape of water from a sump pit not equipped with an operable sump pump;
- (d) to public "water mains" or outdoor plumbing systems and equipment attached, including but not limited to swimming pools, hot tubs, spas and similar installations;
- (e) occurring while the building or "unit" is "under construction" or "vacant" even if "we" have given permission for construction or "vacancy".
- (f) escape of "water" from a sewer, septic tank, drain or sump pit resulting from or contributed to by flood, surface water or ground water unless there is clear evidence that water or sewage in your

dwelling or outbuildings where the sewer back up loss occurred entered solely through a sewer, sump, or septic system in your dwelling or outbuildings.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED APPLY.**

**WATER PROTECTION ENDORSEMENT –T327**

All Exclusions, Definitions, Conditions, Provisions And Statutory Conditions Of The Policy To Which This Endorsement Is Attached Apply.

**Insuring Agreement**

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

**Perils Insured**

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

1. flood, which shall mean the rising of, the breaking out or overflow of any interior body of water whether natural or man-made;
2. the sudden and accidental entrance of “**surface waters**”;
3. the sudden and accidental entrance of “**ground water**” or the rising of the water table;
4. the sudden and accidental backup or escape of “water” or sewage from a sewer, septic system, sump pit or drain.

**Exclusions**

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

- a) by coastal flooding including but not limited to waves, tides, tidal waves, tsunami, storm surge, or seiche;
- b) by continuous or repeated “seepage” or “leakage” of “water” or sewage;
- c) from any earth movement including, but not limited to, earthquake, landslide, snow slide, or ice slide; or
- d) occurring while the “dwelling” or detached private structure is “under construction” or “vacant”, even if permission for construction or vacancy has been given by “us”.

**Deductible**

“We” will only pay the amount by which the insured loss or damage exceeds the deductible shown on the “Coverage Summary Page”.

**Extended Coverages**

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

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

**2. Emergency Evacuation**

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

**Additional Coverages**

**1. Loss Mitigation Expenses**

**a) Sewer or Sump Pit Backup Mitigation Device**

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

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



b) **Response to Warning by Civil Authority**

“We” will pay up to \$5,000 in all for expenses incurred by “you” for costs related to the prevention of damage to insured property by a peril insured by this endorsement. This coverage is only available for costs “you” incur in response to a warning issued by a civil authority in respect to a peril insured by this endorsement posing a threat to insured property.

## **SERVICE LINE COVERAGE – T337**

### **AGREEMENT:**

If the Coverage Summary Page shows that the Service Line Coverage applies “we” will provide the insurance described in this form in compliance with all applicable provisions (including but not limited to Conditions, Definitions and Exclusions) of “your” residential insurance policy. The most “we” will pay for loss, damage or expense under this form arising from any “one service line failure” is \$10,000. There is a waiting period for coverage. No claim incurred during the first thirty (30) days following the effective date is covered under the coverage provided by this form.

### **DEFINITIONS**

The following definitions are added:

“**Covered Service Line**” means underground piping and wiring, including permanent connections, valves or attached devices, as described and limited below.

1. A “covered service line” must be one of the following:
  - (a) “water” piping that connects from the “dwelling” or detached private structure to a:
    - i) public “water” supply system;
    - ii) private well system;
    - iii) cistern or retention pond; or
    - iv) heating system located outside the “dwelling” or detached private structure;
  - (b) steam piping that connects from the “dwelling” or detached private structure to a heating system located outside the “dwelling” or detached private structure;
  - (c) ground loop piping that connects to a heat pump;
  - (d) sewer piping that connects from the “dwelling” or detached private structure to a:
    - i) public sewer system; or
    - ii) private septic system;
  - (e) drain piping that drains “water” away from the “dwelling” or detached private structure;
  - (f) power line or electrical wiring; or
  - (g) communication or data transmission wiring, including but not limited to telephone, cable, internet and fiber optic wiring.
2. The “covered service line” must be:
  - (a) located on the “premises”; and
  - (b) owned by “you” or “you” must be legally liable for its repair or replacement.
3. “Covered service line” does not include:
  - (a) that part of piping or wiring that runs through or under a body of “water”, including but not limited to a swimming pool, pond or lake;
  - (b) that part of piping or wiring that runs through or under the “dwelling” or detached private structure;
  - (c) piping that is connected to outdoor property, including but not limited to sprinklers, irrigation systems, swimming pools, hot tubs and decorative ponds; or
  - (d) piping or wiring that is not connected and ready for use.

“**Earth Movement**” means:

1. earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
2. landslide, mudslide or mudflow;
3. subsidence or sinkhole collapse;
4. tsunami or volcanic action; or
5. any other naturally occurring earth movement including earth sinking, rising or shifting.

“**One Service Line Failure**” means: If an initial “service line failure” causes other “service line failures,”

all will be considered "one service line failure." All "service line failures" that are the result of the same event will be considered "one service line failure."

**"Service Line Failure"** means a leak, break, tear, rupture, collapse or arcing of a "covered service line".

"Service line failure" does not include blockage or low pressure of a "covered service line".

## **COVERAGES**

The following coverages are added, subject to the limit provided under the Agreement section of this form:

(a) **Damages to "Covered Service Line"**

"We" will pay for physical damage to "your" "covered service line" that is the direct result of a "service line failure."

(b) **Excavation Costs**

With respect to "your" "covered service line" that is damaged as the result of a "service line failure," "we" will pay the necessary and reasonable excavation costs that are required to repair or replace the damaged "covered service line."

(c) **Expediting Expenses**

With respect to "your" "covered service line" that is damaged as the result of a "service line failure," "we" will pay the reasonable extra cost to:

- (ii) make temporary repairs; and
- (iii) expedite permanent repairs or permanent replacement.

(d) **Additional Living Expenses**

Coverage for Additional Living Expenses and Fair Rental Value, as described under Coverage D, is extended to the coverage provided by this Service Line Coverage.

(e) **Outdoor Property**

"We" will pay for "your" outdoor property, including but not limited to trees, shrubs, plants, lawns, walkways and driveways, that is damaged as a result of a "service line failure" or that is damaged during the excavation of "your" "covered service line" following a "service line failure."

## **EXCLUSIONS**

The following exclusions are added:

1. "We" will not pay for loss or damage to:
  - (a) septic systems, including leach fields, septic tanks, pumps, motors or piping that runs from the septic tank to the leach fields;
  - (b) "water" wells, including well pumps or motors;
  - (c) heating and cooling systems, including heat pumps; or
  - (d) irrigation or sprinkler systems.
2. "We" will not pay for loss or damage to a "covered service line" that is damaged while it is being installed, dismantled or repaired. However, this exclusion shall not apply if a covered "service line failure" necessitated such installation, dismantling or repair.
3. "We" will not pay to clean up or remove pollutants, hazardous waste or sewage.
4. "We" will not pay for loss or damage caused by or resulting from any of the following perils:
  - (a) fire; or "water" or other means used to extinguish a fire;
  - (b) explosion;
  - (c) lightning; windstorm or hail; smoke; aircraft; riot or civil commotion; theft; breakage of glass;
  - (d) "flood", surface "water", waves, tides, tidal waves, overflow of any body of "water", or their spray, all whether driven by wind or not; or "water" that backs up or overflows from a sewer, drain or sump; or
  - (e) "earth movement," except for "earth movement" that results from the ground thawing after a freeze.

## **DEDUCTIBLE**

Subject to the limit provided under the Agreement section of this form, "we" will pay only that part of the loss that exceeds \$500 or the deductible indicated on the coverage page. No other deductible applies to this coverage.

## CONDITIONS

The following conditions are added:

### 1. Environmental, Safety and Efficiency Improvements

- (a) If a “covered service line” requires replacement due to a “service line failure,” “we” will pay “you” additional cost to replace with materials that are better for the environment, safer for people, or more energy or “water” efficient than the materials being replaced.
- (b) However, “we” will not pay to increase the size or capacity of the materials and “we” will not pay more than 150% of what the cost would have been to replace with like kind and quality. This condition does not increase the limit that applies to this form.

### 2. Loss Settlement

Losses under this form will be settled as follows:

- (a) Our payment for damaged covered property will be the smallest of:
  - (i) The limit of liability that applies to this form;
  - (ii) The cost to repair the damaged property;
  - (iii) The cost to replace the damaged property on the same “premises”; or
  - (iv) The necessary amount actually spent to repair or replace the damaged property.
- (b) Except as described in Environmental, Safety and Efficiency Improvements above, “you” are responsible for the extra cost of replacing damaged property with property of a better kind or quality or of a different size or capacity.
- (c) “You” are responsible for the extra cost to alter or relocate “covered service lines,” unless such alteration or relocation is required by law or ordinance.

If any of the following causes of loss are excluded by “your” policy, then those exclusions do not apply to this form:

- (a) Wear and tear, marring, deterioration or hidden decay;
- (b) Rust or other corrosion;
- (c) Mechanical breakdown, latent defect or inherent vice;
- (d) Weight of equipment, animals or people;
- (e) Artificially generated electrical current; or
- (f) Freezing.

### 3. Other Insurance Clause:

If there is other insurance that applies to a loss or claim, or would have applied if this coverage did not exist, this coverage will be considered excess insurance and there will be no payment for any loss or claim until the amount of such other insurance is used up.

**All other terms and conditions of the policy to which this coverage applies remain unchanged.**

## HOME SYSTEMS PROTECTION COVERAGE –T338

### AGREEMENT:

If the Coverage Summary Page shows that the Home Systems Protection Coverage applies “we” will provide the insurance described in this form in compliance with all applicable provisions (including but not limited to Conditions, Definitions and Exclusions) of “your” residential insurance policy. The most “we” will pay for loss, damage or expense under this form arising from any “one home system breakdown” is \$50,000.

Coverage provided under this form does not increase any limit of liability under Section I. There is a waiting period for coverage. No claim incurred during the first thirty (30) days following the effective date is covered under the coverage provided by this form.

### DEFINITIONS:

The following definitions are added:

#### “Covered Home Equipment”

1. “Covered home equipment” means property covered under Coverage A – Dwelling Building, Coverage B – Detached Private Structures or Coverage C – Personal Property:
  - (a) that generates, transmits or utilizes energy; or
  - (b) which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.“Covered home equipment” may utilize conventional design and technology or new or newly

commercialized design and technology.

2. None of the following is “covered home equipment”:
  - (a) supporting structure, cabinet or compartment;
  - (b) insulating material associated with “covered home equipment”;
  - (c) “water” piping other than boiler feedwater piping, boiler condensate return piping or “water” piping connected to a heating or air conditioning system;
  - (d) wastewater piping or piping forming a part of a fire protective sprinkler or irrigation system;
  - (e) buried or encased piping or buried vessels, however, interior buried or encased piping connected to a heating or air conditioning system is “covered home equipment”;
  - (f) software or electronic data; or
  - (g) riding lawn mowers or tractors.

#### “Home System Breakdown”

1. “Home system breakdown” means a sudden and accidental:
  - (a) mechanical breakdown;
  - (b) electrical breakdown; or
  - (c) bursting, cracking or splittingof “covered home equipment” that results in direct physical damage and requires repair or replacement of all or part of the damaged “covered home equipment.”
2. None of the following is a “home system breakdown”:
  - (a) rust, corrosion, erosion, deterioration or gradual loss of efficiency or functionality of “covered home equipment”;
  - (b) “leakage” or “seepage” at or from any connection, valve, fitting, shaft or seal;
  - (c) any programming error, programming limitation, computer virus, malicious code, loss of “data”, loss of access, loss of use, loss of functionality or other condition within or involving “data” or media of any kind;
  - (d) complete or partial interruption of electrical power, fuel or “water” supply, whether deliberate or accidental;
  - (e) any condition which can be corrected by resetting, recalibrating or by the performance of maintenance; or
  - (f) cosmetic or other damage that does not impair functionality.

“One Home System Breakdown” means: If an initial “home system breakdown” causes other “home system breakdowns,” all will be considered “one home system breakdown.” All “home system breakdowns” that are the result of the same event will be considered “one home system breakdown.”

#### PROPERTY COVERAGES:

The following coverages are added, subject to the limit provided under the Agreement section of this form unless otherwise specified below:

##### 1. Home Systems Protection

###### (a) Damage to “Covered Home Equipment”

“We” will pay for direct physical damage to “covered home equipment” that is the result of a “home system breakdown” that occurs on or off the “premises.”

###### (b) Spoilage

With respect to “your” refrigerated property, “we” will pay:

- i) for physical damage due to spoilage that is the result of a “home system breakdown”;
- ii) any necessary expenses “you” incur to reduce the amount of loss under this coverage to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.

“We” will pay up to \$500 or the Limit shown in “your” policy for Refrigerated Property Coverage, whichever is greater. However, in no event will “we” pay more than \$5,000 under this Spoilage coverage for any “one home system breakdown”.

###### (c) Additional Living Expense

Coverage for Additional Living Expense and Fair Rental Value, as defined under Coverage D, is extended to the coverage provided by this Home Systems Protection coverage.

(d) **Expediting Expenses**

With respect to “your” “covered home equipment” that is damaged as the result of a “home system breakdown,” “we” will pay the reasonable extra cost to:

- i) make temporary repairs; and
- ii) expedite permanent repairs or permanent replacement.

**EXCLUSIONS:**

Any exclusions in “your” policy for mechanical breakdown and electrical breakdown do not apply to this form.

The following exclusions are added:

1. “We” will not pay for loss, damage or expense caused by or resulting from:
  - (a) Electrical power surge or brown out, whether or not caused by lightning. However, with respect to Coverage C, we will pay for loss, damage or expense to tubes, transistors, electronic components or circuitry that are a part of appliances, fixtures, computers, home entertainment units or other types of electronic apparatus, caused by or resulting from artificially generated electrical current.
  - (b) Any of the following, whether the excluded peril occurs on or off the “premises”:
    - i) Fire (including fire resulting from a “home system breakdown”); or “water” or other means used to extinguish a fire;
    - ii) Explosion;
    - iii) Lightning; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; breakage of glass; falling objects; weight of snow, ice or sleet; freezing (caused by cold weather); collapse;
    - iv) Vandalism, malicious mischief or theft;
    - v) “Flood”, surface “water”, waves, tides, tidal waves, overflow of any body of “water”, or their spray, all whether driven by wind or not; mudslide or mudflow; or “water” that backs up or overflows from a sewer, drain or sump, and any other “water” damage including “water” damage resulting from a “home system breakdown”; or
    - vi) Any earth movement including but not limited to earthquake, subsidence, sinkhole collapse, landslide, earth sinking, tsunami or volcanic action.
2. “We” will not pay for any property that is not “covered home equipment” except for refrigerated property to the extent it is covered under Spoilage.

**DEDUCTIBLE:**

Subject to the limit provided under the Agreement section of this form, “we” will pay only that part of the loss that exceeds \$500 or the deductible indicated on the coverage page. No other deductible applies to this coverage.

**CONDITIONS:**

The following Conditions are added:

**1. Environmental, Safety and Efficiency Improvements**

- (a) If “covered home equipment” requires replacement due to a “home system breakdown,” “we” will pay “your” additional cost to replace with equipment that is better for the environment, safer for people, or more energy or “water” efficient than the equipment being replaced.
- (b) However, “we” will not pay to increase the size or capacity of the equipment and “we” will not pay more than 150% of what the cost would have been to replace with like kind and quality. This condition does not apply to the replacement of component parts or to any property to which actual cash value applies and does not increase any of the applicable limits.

**2. Loss Settlement**

Losses under this form will be settled as follows:

- (a) Our payment for damaged covered property will be the smallest of:
  - i) The applicable limit of liability;
  - ii) The cost to repair the damaged property;
  - iii) The cost to replace the damaged property with like kind, quality and capacity on the same “premises”; or
  - iv) The necessary amount actually spent to repair or replace the damaged property.

- (b) Except as described in Environmental, Safety and Efficiency Improvements above, “you” are responsible for the extra cost of replacing damaged property with property of a better kind or quality or of a different size or capacity.
- (c) If “you” do not repair or replace the damaged “covered home equipment” within 24 months after the date of the “home system breakdown,” then “we” will pay only the smaller of:
  - i) The cost it would have taken to repair or replace at the time of the “home system breakdown”; or
  - ii) The actual cash value at the time of the “home system breakdown.”

**3. Other insurance Clause**

If there is other insurance that applies to a loss or claim, or would have applied if this coverage did not exist, this coverage will be considered excess insurance and there will be no payment for any loss or claim until the amount of such other insurance is used up.

**All other terms and conditions of the policy to which this coverage applies remain unchanged.**

**CANNABIS COVERAGE ENDORSEMENT – T340**

If the “Coverage Summary Page” indicates that the Cannabis Coverage Endorsement applies, the policy to which this Endorsement is attached is amended as follows:

**SECTION I - HOMEOWNERS, TENANTS AND CONDOMINIUM UNIT OWNERS PROPERTY COVERAGE PERSONAL PROPERTY WITH SPECIAL LIMITS OF INSURANCE**

“We” also insure:

your legally owned cannabis seeds, plants and cannabis in all consumable forms, whether for medicinal or recreational use and all related equipment and paraphernalia, up to \$500 in all but only while on “your” “premises”. “Actual Cash Value” will be the basis of claim payment for this Personal Property. Failure to comply, at any time, with the provisions of the Cannabis Act or any other provincial or federal law governing the possession, growing, cultivation or harvesting of cannabis, including limitations on the amount of cannabis plants per dwelling, will be deemed an illegal growing operation negating coverage under this Special Limit. These limits apply to loss or damage caused by any and all insured perils.

**HOMEOWNERS FORM A, TENANTS AND CONDOMINIUM UNIT OWNERS PACKAGE I**

**EXCLUSIONS - LOSS OR DAMAGE WE DO NOT INSURE**

**PROPERTY NOT INSURED – We do not insure:**

- 10. buildings and/or structures, and their contents, used in whole or in part for the illegal cultivation, harvesting, processing, manufacture, distribution or sale of cannabis or any product derived from, or containing, cannabis or any substance falling within the Schedules of the Controlled Drugs and Substances Act, whether or not the insured is aware of such use of the property;

**HOMEOWNERS COMPREHENSIVE FORM ‘D’ AND TENANTS AND CONDOMINIUM UNIT OWNERS**

**PACKAGE II**

**EXCLUSIONS**

**PROPERTY NOT INSURED – We do not insure:**

- 10. buildings and/or structures, and their contents, used in whole or in part for the illegal cultivation, harvesting, processing, manufacture, distribution or sale of cannabis or any product derived from, or containing, cannabis or any substance falling within the Schedules of the Controlled Drugs and Substances Act, whether or not the insured is aware of such use of the property;

**SECTION III – ENDORSEMENTS**

**ADDITIONAL COVERAGE PLUS – SPECIAL LIMITS OF INSURANCE**

“We” also insure:

your legally owned cannabis seeds, plants and cannabis in all consumable forms, whether for medicinal or recreational use and all related equipment and paraphernalia, up to \$500 in all but only while on “your” “premises”. “Actual Cash Value” will be the basis of claim payment for this Personal Property. Failure to comply, at any time, with the provisions of the Cannabis Act or any other provincial or federal law governing the possession, growing, cultivation or harvesting of

cannabis, including limitations on the amount of cannabis plants per dwelling, will be deemed an illegal growing operation negating coverage under this Special Limit. These limits apply to loss or damage caused by any and all insured perils.

## **SECTION IV – CONDITIONS**

### **GENERAL EXCLUSIONS**

5. buildings and/or structures, and their contents, used in whole or in part for the illegal cultivation, harvesting, processing, manufacture, distribution or sale of cannabis or any product derived from, or containing, cannabis or any substance falling within the Schedules of the Controlled Drugs and Substances Act, whether or not the insured is aware of such use of the property;

**All other terms, limits and conditions of the policy to which this form is attached apply.**

## **COMMUNICABLE DISEASE EXCLUSION - X200**

### **THIS POLICY EXCLUSION LIMITS COVERAGE AFFORDED UNDER THE PROPERTY SECTIONS OF THIS POLICY. PLEASE READ CAREFULLY.**

1. Notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, fine, penalty, judgment, cost, expense or other amount, directly or indirectly arising out of, caused by, resulting from, in consequence of, in connection with, contributed to by, attributable to, or in any way involving (regardless of any other cause or event contributing concurrently or in any other sequence thereto):
  - a. a Communicable Disease;
  - b. the fear or threat (whether actual or perceived) of a Communicable Disease; or
  - c. any action taken in controlling, preventing, suppressing or in any way relating to any incidence, outbreak, epidemic or pandemic or threat of incidence, outbreak, epidemic or pandemic of a Communicable Disease.
2. For the purposes of this exclusion, loss, damage, claim, fine, penalty, judgment, cost, expense or other amount includes, but is not limited to, loss of revenue or income and/or replacement costs of, deterioration of, depreciation of, loss of value or marketability of, or loss of use of any property, as well as any cost to clean, sanitize, remediate, detoxify, remove, monitor or test with respect to:
  - a. for a Communicable Disease, or
  - b. any property that is affected or may be affected by such Communicable Disease.
3. For the purposes of this exclusion, a Communicable Disease means any disease, illness, infection, sickness or syndrome which can be transmitted, either directly or indirectly, by any substance or agent between or from any organism to another organism (whether of the same or any other species) where:
  - a. the substance or agent includes, is comprised of, or contains any virus, bacterium, prion, parasite or other organism or microorganism, or any variation, mutation or evolution thereof whether living or not, and
  - b. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - c. the disease, illness, infection, sickness, syndrome, substance or agent can or does:
    - i. cause or threaten to cause damage to human health or human welfare; or
    - ii. cause or threaten to cause damage to, deterioration of, loss of value of, marketability of or loss of use of any property; or
    - iii. otherwise cause or threaten to cause any loss of revenue, income, market share, or patronage of any kind.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).
5. Neither this exclusion nor its absence from any prior insurance policy contract(s) shall be used to demonstrate coverage under such prior insurance policy contract(s).

## SECTION IV – CONDITIONS

### STATUTORY CONDITIONS

#### Misrepresentation

1 If any 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 the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

#### Property of others

2 The insurer is not liable for loss or damage to property owned by a person other than the insured, unless:

- (a) otherwise specifically stated in the contract; or
- (b) the interest of the insured in that property is stated in the contract.

#### Change of interest

3 The insurer is liable for loss or damage occurring after an authorized assignment under *Bankruptcy and Insolvency Act* (Canada) or a change of title by succession, by operation of law, or by death.

#### Material change in risk

4(1) The Insured must promptly give notice in writing to the insurer or its agent of a change that is:

- (a) material to the risk; and
- (b) within the control and knowledge of the insured.

(2) If an insurer or its agent is not promptly notified of a change under subsection (1) of this condition, the contract is void as to the part affected by the change.

(3) If an insurer or its agent is notified of a change under subsection (1) of this condition, the insurer may:

- (a) terminate the contract in accordance with Statutory Condition 5; or
- (b) notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.

(4) If the insured fails to pay an additional premium when required to do so under clause (3)(b) of this condition, the contract is terminated at that time and Statutory Condition 5(2)(a) applies in respect of the unearned portion of the premium.

#### Termination of Insurance

5(1) This contract may be terminated:

- (a) by the insurer giving to the insured 15 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) If the contract is terminated by the insurer:

- (a) the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract; and
- (b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as is practicable.

(3) If the contract is terminated by the insured, the insurer must refund as soon as is practicable the excess of premium actually paid by the insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.

(4) The 15-day period referred to in clause (1)(a) of this condition starts to run on the day following the day on which the registered letter or notification of it is delivered to the insured's postal address.

#### Requirements after loss

6(1) On the happening of any loss of or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Conditions 9:

- (a) immediately give notice in writing to the insurer;



- (b) deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration:
    - (i) giving a complete inventory of that property and showing in detail quantities and costs of that property and particulars of the 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 willful act or neglect or the procurement, means or connivance of the insured;
    - (iv) stating the amount of other insurances and the names of other insurers;
    - (v) stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on the property;
    - (vi) stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued;
    - (vii) stating the place where the insured property was at the time of loss;
  - (c) if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property; and
  - (d) if required by the insurer and if practicable;
    - (i) produce books of account and inventory lists;
    - (ii) provide invoices and other vouchers verified by statutory declaration; and
    - (iii) provide a copy of the written portion of any other relevant contract.
- (2) The evidence given, produced or provided under clauses (1)(c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

**Fraud**

- 7 Any true or willfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6 invalidates the claim of the person who made the declaration.

**Who may give notice and proof**

- 8 Notice of loss under Statutory Condition 6(1)(a) may be given and the proof of loss under Statutory Condition 6(f1)(b) may be made:
- (a) by the agent of the insured if:
    - (i) the insured is absent or unable to give the notice or make the proof; and
    - (ii) the absence or inability is satisfactorily accounted for, or
  - (b) by a person to whom any part of the insurance money is payable, if the insured refused to do so, or in the circumstances described in clause (2) of this condition.

**Salvage**

- 9(1) In the event of loss of or damage to insured property, the insured must take all reasonable steps to prevent further loss of or damage to that property and to prevent loss of or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.
- (2) The insurer must contribute on prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under subsection (1) of this condition.

**Entry, control, abandonment**

- 10 After loss or damage to insured property, the insurer has:
- (a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage; and
  - (b) after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but:
    - (i) without the insured's consent, the insurer is not entitled to the control or possession of the insured property; and
    - (ii) without the insurer's consent, there can be no abandonment to it of insured property.

**Appraisal**

- 11(1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the *The Insurance Act* whether or not the

insured's right to recover under the contract is disputed, and independently of all other questions.

(2) There is no right to a dispute resolution process under this condition until:

- (a) a specific demand is made for it in writing; and
- (b) the proof of loss has been delivered to the insurer.

**When loss payable**

12 Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory 6 and delivered to the insurer.

**Repair or Replacement**

13(1) Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damage on giving written notice of its intention to do so within 30 days after receiving the proof of loss.

(2) If the insurer gives notice under subsection (1) of this condition, the insurer must begin to repair, rebuild or replace the property with 45 days after receiving the proof of loss and must proceed with all due diligence to complete the work within a reasonable time.

**Notice**

14(1) Written notice to the insurer may be delivered at, or sent by registered mail to, the chief office or head office of the insurer in the province.

(2) Written notice to the insured may be personally delivered at, or sent by registered mail addressed to, the insured's last known address as provided to the insurer by the insured.

The following General Exclusions and General Conditions shall apply to all fire, fire and extended and multi-peril riders and endorsements attached to this policy, except as these exclusions or conditions may be modified or supplemented by the riders and/or endorsements attached to this policy.

**GENERAL EXCLUSIONS**

This policy does not cover:

1. loss, destruction or damage caused by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power;
2. any loss or damage caused directly or indirectly, in whole or in part, by "terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism" regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage;
3. loss, destruction or damage caused by contamination by radioactive material;
4. loss, directly or indirectly, proximately or remotely, arising in consequence of or contributed to by the enforcement of any bylaw, regulation, ordinance or law regulating zoning or the demolition, repair or construction of buildings or structures, which bylaw, regulation, ordinance or law makes it impossible to repair or reinstate the property as it was immediately prior to the loss;
5. buildings and/or structures, and their contents, used in whole or in part for the cultivation, harvesting, processing, manufacture, distribution or sale of marijuana or any product derived from, or containing, marijuana or any other substance falling within the Schedules of the Controlled Drugs and Substances Act, whether or not the insured is aware of such use of the property.

**GENERAL CONDITIONS**

1. Subject to general conditions 2 below, the company shall not be liable:
  - a. for more than the portion of any loss, destruction or damage covered by this policy which the applicable limit under this policy bears to the total amount of insurance coverage against the peril of fire, irrespective of whether or not such other insurance provides insurance in respect to the perils covered by this policy, whether by endorsement thereto or otherwise;
  - b. where such other insurance does not insure against loss, destruction or damage by fire, for more than the excess (if any) of any loss or damage over the applicable limit of any other insurance which would attach if the insurance under this policy had not been effected.

**OTHER INSURANCE**

2. If the insured has at the inception date of this policy any other insurance on the property covered

by this policy which is not disclosed to the company, or effects any other insurance thereon after the inception date of this policy without the written consent of the company this policy shall be void.

#### **REINSTATEMENT**

3. Unless notice is given to the insurer to the contrary, any reduction in the amount insured under any item of this policy due to the payment of any loss or losses shall upon such payment automatically be reinstated for the balance of the term of said Policy, and additional premium on a pro rata basis, shall on demand become payable therefor.

#### **DEDUCTIBLE CLAUSE**

4. The company is liable only for the amount by which the loss or damage caused by any of the perils insured against under this policy exceeds the amount of deductible in any one occurrence.

#### **NOTICE TO AUTHORITIES**

5. Where the loss is due to malicious mischief, burglary, robbery, theft, or attempt thereof, or is suspected to be so due, the insured shall give immediate notice thereof to the police or other authorities having jurisdiction.

#### **NO BENEFIT TO BAILEE**

6. It is warranted by the insured that this insurance shall in no wise inure directly or indirectly to the benefit of any carrier or other bailee.

#### **PAIR AND SET**

7. In the case of loss of or damage to any article or articles, whether scheduled or unscheduled, which are a part of a set, the measure of loss of or damage to such article or articles shall be a reasonable and fair proportion of the total value of the pair or set, but in no event shall such loss or damage be construed to mean total loss of the set.

#### **PARTS**

8. In the case of loss of or damage to any part of the insured property whether scheduled or unscheduled consisting when complete for use of several parts, the company is not liable for more than the insured value of the part lost or damage, including the cost of installation.

#### **YOUR DUTY AFTER LOSS**

9. It is "your" duty in the event that any property insured by this policy is lost to take all reasonable steps to recover such property. "We" will contribute pro rata towards any reasonable and proper expenses in connection with such efforts according to the respective interests of the parties.

#### **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO "US"**

10. "Your" rights to recover any part of "your" loss, for which "we" have made or agreed to make payment under this policy, are transferred to "us". "You" must not impair those rights and must help "us" enforce them. When the net amount recovered after deducting the costs of recovery is not enough to provide a complete indemnity for the loss or damage suffered, that amount will be divided between "you" and "us" in the proportion in which the loss or damage has been borne by "you" and "us".

#### **AUTOMOTIVE FUELS**

11. Any fuels used for automotive purposes must be stored in accordance with government regulations.

#### **NON WAIVER**

12. "We" shall not be deemed to have waived any term or condition of this policy in whole or in part, unless "our" waiver is clearly stated and in writing, and is signed by a person authorized to do so. In addition, neither "we" nor "you" may be lawfully considered to have waived any term or condition of this policy by any act relating to the appraisal of the amount of a claim, the delivery or completion of proof, or the investigation of or adjustment of any claim under this policy.

#### **EXAMINATION OF INSURED**

13. In the event of a claim under this policy, "you" must submit to examination under oath, at "our" request, and "produce" for examination at such reasonable place and time as designated by "us" or "our" representative, all documents in "your" possession or control that relate to the matters in question, and "you" must permit extracts and copies of such documents to be made.

#### **VALUATION AND REPLACEMENT**

14. Unless otherwise provided, the company is not liable beyond the actual cash value of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however

caused and shall in no event exceed what it would then cost to repair or replace the same with material of like kind and quality.

#### **SUBROGATION**

15. The company, upon making any payment or assuming liability therefor under this policy, shall be subrogated to all rights of recovery of the insured against any person, and may bring action in the name of the insured to enforce such rights. Where the net amount recovered after deducting the costs of recovery is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount shall be divided between the company and the insured in the proportions in which the loss or damage has been borne by them respectively.

#### **CANADIAN CURRENCY**

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

#### **CO-OPERATION**

17. "You" are required to:
- help "us" obtain witnesses, information and evidence about the loss or damage and co-operate with "us" in the investigation of any claim or in any legal action if "we" ask "you";
  - immediately send "us" everything received in writing concerning the claim including legal documents.

THIS POLICY IS MADE AND ACCEPTED SUBJECT TO THE FOREGOING STIPULATIONS AND CONDITIONS WHICH ARE HEREBY SPECIALLY REFERRED TO AND MADE A PART OF THIS POLICY, together with such other provisions, agreements, or conditions as may be endorsed hereon or added hereto. No term or condition of this policy shall be deemed to be waived by the company in whole or in part unless the waiver is clearly expressed in writing, signed by a person authorized for that purpose by the insurer. Neither the insurer nor the insured shall be deemed to have waived any term or condition of this policy by any act relating to the appraisal of the amount of loss to the delivery and completion of proofs, or to the investigation or adjustment of any claim under the policy.

#### **\*\* *The Limitations Act S.S. 2004, c.L-16.1* May 1, 2005**

##### **Basic limitation period**

- 5 Unless otherwise provided in this Act, no proceedings shall be commenced with respect to a claim after two years from the day on which the claim is discovered.

##### **Discovery of claim**

- 6 (1) Unless otherwise provided in this Act and subject to subsection (2), a claim is discovered on the day on which the claimant first knew or in the circumstances ought to have known:
- that the injury, loss or damage had occurred;
  - that the injury, loss or damage appeared to have been caused by or contributed to by an act or omission that is subject of the claim;
  - that the act or omission that is the subject of the claim appeared to be that of the person against whom the claim is made; and
  - that, having regard to the nature of the injury, loss or damage, a proceeding would be an appropriate means to seek to remedy it.
- (2) A claimant is presumed to have known of the matters mentioned in clauses (1)(a) to (d) on the day on which the act or omission on which the claim is based took place, unless the contrary is proved.

##### **Ultimate limitation periods**

- 7 (1) Subject to subsections (2) to (4), with respect to any claim to which a limitation period applies, no proceeding shall be commenced after 15 years from the day on which the act or omission on which the claim is based took place.
- (2) With respect to any claim against a purchaser of property for value acting in good faith to which a limitation period applies, no proceeding shall be commenced with respect to conversion of the property after two years from the day on which the property was converted, whether or not the limitation period has expired.
- (3) **Repealed.** 2007, c.28, s.3.
- (4) With respect to a claim based on an act or omission that causes or contributes to the death of an individual, no proceeding shall be commenced after two years from the earlier of:

- a) the day on which the death of the individual is discovered;
- b) and the day on which, by a decision of a court of competent jurisdiction, the individual is presumed to have died.

## **STANDARD MORTGAGE CLAUSE**

(approved by The Insurance Bureau of Canada)

IT IS HEREBY PROVIDED AND AGREED THAT:

### **Breach of Conditions by Mortgagor, Owner or Occupant**

1. This insurance and every documented renewal thereof - AS TO THE INTEREST OF THE MORTGAGEE ONLY THEREIN — is and shall be in force notwithstanding any act, neglect, omission or misrepresentation attributable to the mortgagor, owner or occupant of the property insured, including transfer of interest, any vacancy or non-occupancy, or the occupation of the property for purposes more hazardous than specified in the description of the risk; PROVIDED ALWAYS that the Mortgagee shall notify forthwith the Insurer (if known) of any vacancy or non-occupancy extending beyond 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**

2. Whenever the Insurer pays the Mortgagee any loss award under this policy and claims that — as to the Mortgagor or Owner — no liability therefor existed, it shall be legally subrogated to all rights of the Mortgagee against the insured; but any subrogation shall be limited to the amount of such loss payment and shall be subordinate and subject to the basic right of the Mortgagee to recover the full amount of its mortgage equity in priority to the insurer; or the Insurer may at its option pay the Mortgagee all amounts due or to become due under the mortgage or on the security thereof, and shall thereupon receive a full assignment and transfer of the mortgage together with all securities held as collateral to the mortgage debt.

### **Other Insurance**

3. If there be any other valid and collectible insurance upon the property with loss payable to the Mortgagee — at law or in equity — then any amount payable thereunder shall be taken into account in determining the amount payable to the Mortgagee.

### **Who May Give Proof of Loss**

4. 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**

5. 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 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**

6. Should title or ownership to said property become vested in the Mortgagee and/or assigns as owner or purchase 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.