

## SEASONAL AND GENERAL DWELLINGS AND MISCELLANEOUS COVERAGE

### A GUIDE TO YOUR GENERAL DWELLING POLICY

Your General Dwelling Insurance policy consists of the Coverage Summary Page and this booklet.

The Coverage Summary Page shows:

- (1) the coverage you have purchased, the amount of protection, and the premium you have agreed to pay;
- (2) the location of the property you are insuring; and
- (3) the policy term (policy starts on the *Effective Date* and ends at 12:01 a.m. on the *Expiry Date*).

### AGREEMENT

- We provide the insurance described in this policy in return for payment of the premium, and subject to the terms and conditions set out in the policy.
- Failure to comply with any term or condition may result in the denial of a claim under this policy.
- This policy contains various exclusions and limitations that eliminate or restrict coverage. Please read it carefully.
- 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 accidental events.

“You,” “your” or “the insured” used throughout this policy means the person(s) named as Insured on the Coverage Summary Page and the following unnamed persons while living in the same household:

- (1) the spouse of the person(s) named on the Coverage Summary Page. “Spouse” includes either of two persons of the same or opposite sex who are not married to each other but have lived together continuously in a conjugal relationship for a period of not less than three years or, if a they are in a relationship of some permanence where there is a child born of whom they are the natural or adoptive parents and they have cohabited within the preceding year;
- (2) relatives of either of the above;
- (3) any person under the age of 21 in the care of the above.

“We,” “us,” “our” or “the insurer” used throughout this policy means the **Germania Mutual Insurance Company of Saskatchewan**.

Only the person named on the Coverage Summary Page may make a claim against this policy and take legal action against us.

This policy is a legal contract that 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 at the time you completed your application. When there is a change to any of these circumstances, be sure to notify your broker accordingly.

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

### DEFINITIONS

“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.

“Dwelling”: means the building or mobile home at the location described on the Coverage Summary page, occupied as a private residence.

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

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

“Peril” is exposure to the risk of being injured, destroyed, or lost.

“Premises” means the dwelling, private structures, and the land that you own and live on contained within the lot lines at the location shown on the Coverage Summary Page;

“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 and must intend to return to the principal residence upon completion of the school year in order for coverage on this policy to extend to him/her.

“Vacant” or “Vacancy” means the occupant(s) has/have moved out with no intent to return regardless of the presence of furnishings. A newly constructed dwelling is vacant after it is completed and before the occupant(s) move(s) in. Furthermore, the dwelling is also vacant when the occupant(s) move(s) out and before any new occupant(s) move(s) in.

## SECTION 1 Seasonal & General Dwellings

### COVERAGES

The amounts of insurance are shown on the Coverage Summary Page for the coverage you have purchased. These amounts include the cost of removal of debris of the property insured by this policy as a result of an Insured Peril.

#### (I) Coverages on Buildings

If the Coverage Summary Page specifies Fire & Extended Coverage or Broad Coverage, we insure the building described on the Coverage Summary page for which an amount of insurance is shown. If the building is a dwelling we also insure:

1. its attached structures;
2. permanently installed outdoor equipment on the premises, providing the equipment pertains solely to the services of the dwelling;
3. 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. We insure against the peril of theft only when your dwelling is completed and ready to be occupied (applies to Broad Coverage only).

We will not pay for a greater proportion of any loss than the applicable amount of insurance bears to 80% of the Actual Cash Value of the insured property at the time of the loss.

#### Optional Extensions (Applicable to Broad Coverage only)

Without increasing the amount of insurance shown on the Coverage Summary page, you may apply up to 10% of the amount of insurance on the dwelling to insure each of the following:

1. Boathouses, boatlifts, docks, piers, wharves and swimming rafts not on your premises but located elsewhere in the same resort area as the dwelling.
2. Building fixtures and fittings temporarily removed from the premises for repair or seasonal storage.
3. Fair Rental Value (not applicable to a Seasonal Dwelling) – If an Insured Peril makes that part of the dwelling or outbuilding rented to others or held for rental by you unfit for occupancy, we insure its Fair Rental Value. Payment shall be for the reasonable time required to repair or replace that part of the dwelling or outbuilding rented or held for rental. Fair Rental Value shall not include any expense that does not continue while that part of the dwelling or outbuilding rented or held for rental is unfit for occupancy. If a civil authority prohibits access to your dwelling as a direct result of damage to neighboring premises by an insured peril, we insure any resulting loss of Fair Rental Value for a period not exceeding two weeks. We do not insure loss, damage or expense caused by the cancellation of a lease or agreement.

#### Optional Loss Settlement – (Applicable to Broad Coverage only)

This option does not apply to a Mobile Home or for any roof damaged by the peril of windstorm or hail. If there is loss or damage to the dwelling building, 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. There is nothing 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 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. The Actual Cash Value will take into account such things as the cost of replacement or reconstruction less any depreciation, and in determining depreciation, we will consider the condition immediately before the damage, the resale value and the normal life expectancy. We will not pay a greater proportion of any loss than the applicable amount of insurance bears to 80% of the Actual Cash Value of the insured property at the time of the loss.

**Roof and Roof Coverings** – We will only pay the actual cash value of your roof and roof coverings, if the cause of loss is windstorm or hail.

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

**Property Not Insured**

We do not insure:

- (1) buildings 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;
- (2) any building or structure that has been condemned by any authority;
- (3) any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire.

**(II) Coverages on Personal Property**

If the Coverage Summary Page specifies an amount of insurance and a premium for Personal Property, we insure your contents of the dwelling and other personal property you own, wear or use while on your premises at the location specified on the Coverage Summary Page. We insure this property only if it is usual to the ownership or maintenance of a dwelling and not otherwise insured under any section of this policy. If you must remove insured property from the premises to protect it from loss or damage, it is insured by this policy for 7 days or until your policy term ends, whichever occurs first. The amount of insurance will be divided in the proportion that the value of the property removed bears to the value of all property at the time of the loss.

**Insurance on certain types of property may be limited or not covered.** Please refer to the sections headed "Special Limits of Insurance" and "Property Not Insured".

**Optional Extensions – (Applicable to Broad Coverage only)**

Without increasing the amount of insurance shown on the Coverage Summary page, you may apply up to 10% of the amount of insurance on "Personal Property" to insure each of the following:

- (1) Your Personal Property, excluding watercraft, their equipment, accessories and motors, while temporarily removed from the premises, anywhere in Canada or the continental United States of America. Personal Property temporarily away at any other location you own is not insured. Personal Property in storage is covered for a period of 30 consecutive days only, unless stored in an occupied private residence or unless otherwise shown on the Coverage Summary Page.
- (2) Additional Living Expenses (not applicable to a Seasonal Dwelling): If an Insured Peril make your dwelling 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, if you permanently relocate, the required time for your household to settle elsewhere. If a civil authority prohibits access to your dwelling as a direct result of damage to neighboring premises by an Insured Peril, we insure any resulting loss of Additional Living Expense for a period not exceeding two weeks.

- (3) Uninsured Personal Property of others while it is on that portion of the premises which you occupy, but we do not insure property of tenants, roomers or boarders who are not related to you.

**(III) Insured Perils: - Applicable to Fire & Extended Coverage and Broad:**

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

1. **Fire or Lightning**
2. **Explosion or Implosion**
3. **Smoke:** This peril means smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the premises.
4. **Falling Object:** This peril means a falling object which strikes the exterior of the "Dwelling" or building, but not objects which strike because of snowslide, icesslide, landslide or any other earth movement. This peril does not include damage to glass forming part of a building, unless there is other damage to the building from the same occurrence.
5. **Impact by Aircraft or Land Vehicle:** (Animals are not insured under this peril)
6. **Riot**
7. **Vandalism or Malicious Acts:** This peril does not include loss or damage:
  - (a) to the dwelling while it 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, any tenant, employee or member of the tenant's household;
  - (c) caused by theft or attempted theft;
  - (d) to glass forming part of a building;
  - (e) to garden furniture, fences, driveways, walks, retaining walls or bulkheads.
8. **Water Escape, Rupture, Freezing:** This peril means:
  - (a) the sudden and accidental escape of water from within a public watermain, swimming pool or equipment attached;
  - (b) the sudden and accidental escape of water or steam from within a heating, sprinkler, air conditioning or plumbing system, domestic appliance or waterbed which is located inside your dwelling.
  - (c) water which enters through an opening which has been created suddenly and accidentally by an insured peril.

This peril does not include loss or damage:

  - (d) caused directly or indirectly by continuous or repeated seepage or leakage of water;
  - (e) caused by backing up or escape of water from a sewer or drain, sump or septic tank, eavestrough or downspout;
  - (f) caused by ground water or rising of the water table;
  - (g) caused by surface waters, unless the water escapes from a watermain or swimming pool;
  - (h) to watermains or outdoor plumbing systems and equipment attached (including but not limited to swimming pools, hot tubs or spas) caused by freezing, water or rupture;
  - (i) to the system or appliance from which the water escaped;
  - (j) occurring while the dwelling is under construction or vacant, even if permission for construction or vacancy has been given by us;
  - (k) caused by freezing of any part of a heating, sprinkler, air conditioning or plumbing system or domestic appliance unless it happens within a dwelling heated during the usual heating season and you have not been away from your premises for more than 4 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, you would still be insured.

9. **Windstorm or Hail:** This peril does not include loss or damage to the interior of a building caused by windstorm, hail or coincidental rain damage, unless the storm first creates an opening in the building. Any watercraft, its furnishings and equipment you own are insured if they were inside a fully enclosed building at the time of loss. This limitation does not apply to canoes and rowboats on the premises. This peril does not include loss or damage:
- (a) to outdoor radio and/or TV antenna, towers, satellite receivers and their attachments, to fences or outdoor garden furniture;
  - (b) due to weight or pressure of ice or snow, waves, floods, land subsidence, whether driven by wind or not;
  - (c) to a building, except a mobile home, while raised off its foundation;
  - (d) to a building, including a mobile home, while being moved or otherwise in course of transit;
  - (e) 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. **Power Fluctuation Coverage:** This peril means the sudden and accidental loss or damage caused by artificially generated electrical current.
11. **Earthquake:** including snowslide, iceslide, landslide or other earth movements occurring concurrently with and directly resulting from an earthquake shock.

**If "Broad" Coverage is stated, the following perils also apply:**

1. **GLASS BREAKAGE:** We insure glass that forms part of your dwelling or detached private structures on your premises, including glass in storm windows and doors, against accidental or malicious breakage. This includes resulting damage to frames immediately encasing and next to the damaged glass. We will not pay more than \$500 for any one-glass unit. "Glass Unit" means a separately glazed window or door whether factory fabricated or manually installed. This peril does not include loss or damage occurring while a building is under construction or vacant even if permission for construction or vacancy has been given by us.
2. **THEFT, INCLUDING DAMAGE CAUSED BY ATTEMPTED THEFT:** This peril does not include loss or damage:
- (a) which happens at any other dwelling which you own, rent or occupy, except while you are temporarily living there;
  - (b) caused by any tenant, employee or member of the tenant's household;
  - (c) to property in or from a dwelling under construction or of materials and supplies for use in the construction, until the dwelling is completed and ready to be occupied.
3. **COLLAPSE, INCLUDING COLLAPSE CAUSED BY THE WEIGHT OF ICE OR SNOW:** This peril means the collapse of foundations, walls, floors or roof of a dwelling. This peril does not include loss or damage caused directly or indirectly:
- (a) to outside property such as awnings, fences, trellises, fiberglass or plastic roof coverings, swimming pools, patios, driveways, walks or retaining walls, outdoor radio and/or TV antennae, towers, satellite receivers and their attachments;
  - (b) by rodents (such as squirrels and rats), insects or vermin (such as raccoons and skunks) or by dampness of atmosphere, dryness of atmosphere, rotting, rust or corrosion.

**(IV) SPECIAL LIMITS OF INSURANCE – Applicable to Fire & Extended Coverage and Broad**

For the following types of property, we will not pay more than the amounts stated. If an amount is shown for "Personal Property", we insure:

- SPECIAL LIMITS OF INSURANCE – Applicable to Personal Property**  
*For the following property, we will not pay more than the amounts stated. We insure:*
- (1) *Jewelry, watches, gems, fur garments and garments trimmed with fur up to \$5,000 in all;*
  - (2) *Numismatic property (such as coin collections) up to \$500 in all;*
  - (3) *Manuscripts, sports memorabilia collections, stamps and philatelic property (such as stamp collections) up to \$1,500 in all;*

- (4) *Silverware, meaning silverware, silver-plated ware, gold ware, gold-plated ware and pewter ware up to \$5,000 in all.*
- (5) *Tapes, CDs, DVDs or other media while in or on your motor vehicle, watercraft or aircraft up to \$300 in all.*

**The above limits only apply to loss or damage caused by the peril of theft.**

*We insure: Antiques only for their depreciated value (antique value is not covered unless specifically scheduled), as well as:*

- (6) *Books, tools and instruments pertaining to a business, profession or occupation for an amount up to \$2,000 in all, but only while on your premises. Other business property, including samples and goods held for sale, is not insured;*
- (7) *Securities up to \$2,000 in all;*
- (8) *Money or bullion up to \$300 in all;*
- (9) *Medi Chairs, motorized lawn mowers, snow blowers, garden-type tractors and golf carts including attachments and accessories up to \$8,000 in all;*
- (10) *Watercraft, their furnishings, equipment, accessories and motors up to \$1,000 in all. Loss or damage from windstorm or hail is insured only if they were inside a fully enclosed building. Canoes and rowboats are also insured while in the open;*
- (11) *Computer software up to \$1,500 in all. We do not insure the cost of gathering or assembling information or data;*
- (12) *Parts for motorized vehicles that are not installed yet up to \$3,000 in all;*
- (13) *Any one bicycle including its equipment and accessories up to \$1,000 in all.*

**Property Not Insured**

*We do not insure loss or damage to motorized vehicles, 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, watercraft, motorized lawn mowers, garden-type tractors up to 22 KW (30 HP), other gardening equipment or snow blowers 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.*

**Property Not Insured – Applicable to Fire & Extended Coverage and Broad**

We do not insure loss or damage to:

- (1) your insured property when your dwelling has, to your knowledge, been vacant for more than 30 consecutive days;
- (2) outdoor trees, shrubs, plants and lawns;
- (3) any property illegally acquired, stored, transported, or kept;
- (4) any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
- (5) property because of the voluntary parting with title or ownership, whether or not induced to do so by any fraudulent scheme, trick, device or false pretence;
- (6) books of account and evidences of debt or title;
- (7) motorized vehicles, trailers and aircraft or their equipment, but motorized wheel chairs, scooters having more than 2 wheels and specifically designed for the carriage of a person with a physical disability, lawnmowers, garden type tractors up to 22 KW (30 HP), other gardening equipment and snowblowers are insured. 'Equipment' includes audio, visual, recording or transmitting equipment powered by the electrical system of a motor vehicle or aircraft;
- (8) business property, including samples and goods held for sale, except as provided under "Special Limits of Insurance";
- (9) property undergoing any process or while being worked on, where the damage results from such process or work, but resulting damage to other property is insured.
- (10) property away from your premises for the purpose of exhibition;
- (11) household pets, animals, birds, or fish;
- (12) contact lenses;

- (13) retaining walls not constituting part of any insured building;
- (14) buildings, units or structures designed for agricultural purposes or used in whole or in part for farming or any other commercial or business purpose unless declared on the Coverage Summary Page;
- (15) 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.

**Losses Not Insured – Applicable to Fire & Extended Coverage and Broad**

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

- (1) by war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
- (2) by any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
- (3) by or resulting from contamination or pollution, or the release, discharge or dispersal of contaminants or pollutants;
- (4) by faulty design, material or workmanship;
- (5) by wear, tear, scratching, marring, gradual deterioration, latent defect or mechanical breakdown, rust, corrosion, extremes of temperature, wet or dry rot, mold, fungi or spore(s), or contamination;
- (6) by birds, moths, vermin (such as skunks and raccoons), rodents (such as squirrels and rats), insects or household pets, except loss or damage to building glass;
- (7) because of increased costs of repair due to the operation of any law regulating the zoning, demolition, repair or construction of buildings and their related services;
- (8) from intentional or criminal acts or failure to act by you, your employees or anyone to whom the damaged or lost property is entrusted;
- (9) by mysterious disappearance;
- (10) by accumulative damage, however caused.

**Data Exclusion**

This policy does not insure:

- (a) "Data";
- (b) 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 or damage to property insured that is directly caused by "Specified Perils" as defined in this policy, exclusion (b) shall not apply to such resulting loss or damage.

**BASIS OF CLAIM PAYMENT**

This part sets out certain rules that apply in settling a claim for loss or damage to insured property. Unless otherwise stated, we will pay the Actual Cash Value of the insured loss or damage arising out of one occurrence, or the amount it would cost to repair or replace the property with materials of similar quality, whichever is less, up to your financial interest in the property, but not exceeding the applicable amount of insurance shown in this policy. We do not pay for any loss, expense or increased cost of repair or replacement due to the operation of any law or ordinance regulating zoning, demolition, repair or construction of buildings and their related services. 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. In determining depreciation, we will consider the condition immediately before the damage, the resale value and the normal life expectancy. Any loss or damage shall not reduce the amount of insurance provided by this policy.

**Deductible:** In any one occurrence, 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. If one occurrence could lead to the application of more than one deductible, only the largest deductible will apply. If your claim involves personal property on which the "Special Limits of Insurance" applies, the limitations apply to losses exceeding the deductible amount.

In the case of property located in the cities of Regina and Saskatoon, we will use a minimum \$1,000 deductible for loss or damage to your basement and its belongings caused by Sewer Backup. Your policy deductible will apply if it is greater than \$1,000.

**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 for 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.

**Insurance Under More Than One Policy:** If you have other 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 an insured loss.

**Dent Exclusion for Mobile Homes:** When the cause of loss is windstorm or hail, we will not pay for dent damage to metal roofs or siding of mobile homes covered by this policy unless the metal is actually punctured.

**SECTION 2  
Miscellaneous Coverage**

**(A) ALL TERRAIN VEHICLE COVERAGE**

If the Coverage Summary Page shows that A.T.V Coverage applies, we insure the all terrain vehicle(s) described on the Coverage Summary Page, including its permanently attached equipment.

**Fire & Theft Coverage:** If the Coverage Summary Page indicates Fire & Theft coverage, you are insured against the perils of "Fire or Lightning" and "Theft" only.

**All Risk Coverage:** If the Coverage Summary Page indicates All Risk coverage, we insure your All Terrain Vehicle described against all risks of direct physical loss or damage from any external cause, subject to the exclusions, terms and conditions below.

**LOSS OR DAMAGE NOT INSURED**

**Property Not Insured**

We do not insure:

- 1. loss or damage to any property illegally acquired, kept, stored or transported, or any property lawfully seized or confiscated unless the property is destroyed to prevent the spread of fire;
- 2. 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.
- 3. loss or damage to any property which is used for carrying people for compensation or which is chartered, leased or used for any commercial purpose;
- 4. loss or damage to any property which is used in any illegal trade or transportation or while being operated in any official race or speed test;
- 5. loss or damage while used outside the territorial limits described;
- 6. loss or damage while used in whole or in part for the cultivation, harvesting, processing, manufacturing, 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.

**Losses Not Insured**

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

- 1. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
- 2. any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
- 3. contamination or pollution or the release, discharge or dispersal of contaminants or pollutants;
- 4. wear, tear, gradual deterioration, latent defect, inherent vice, mechanical defects or breakdown, scratching, denting, chipping, rust, corrosion, dampness or dryness of atmosphere, fungi or spore(s);

5. undergoing any process or while being worked on. If fire or explosion ensues we will pay for the resultant damage caused by the fire or explosion;
6. birds, moths, vermin (such as skunks and raccoons), rodents (such as squirrels and rats) or insects;
7. any process of refinishing, renovating, repairing, servicing or maintenance;
8. electrical currents, other than lightning;
9. weathering, ice, freezing or extremes of temperature;
10. your intentional or criminal acts;
11. infidelity of others who borrow or use the property insured;

This policy does not insure "Data" or 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 or damage to insured property that is directly caused by "Specified Perils", this exclusion shall not apply to such resulting 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;
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 pay the Actual Cash Value of insured loss or damage up to your financial interest in the property but not exceeding the applicable amount(s) of insurance shown on the Coverage Summary Page for any loss or damage arising out of one occurrence

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

**Deductible:** We are responsible only for the amount by which the loss or damage caused by any of the Insured Perils exceeds the amount of the deductible shown on the Coverage Summary Page in any one occurrence.

#### (B) BOAT AND MOTOR COVERAGE

If the Coverage Summary Page shows that Boat and Motor Coverage applies, 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. We insure:

1. the watercraft described, 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 watercraft;
2. the motors(s) described, including fuel containers and electric starting equipment or controls supplied as integral equipment by the manufacturer;
3. boat a/o motor accessories described on the Coverage Summary page and not included in 1 or 2 above.

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

#### DEFINITIONS

**"Miscellaneous Equipment"** means the on board accessories and equipment that are not permanently attached to the Watercraft described on the Coverage Summary Page and that pertain to its use and safety. "Miscellaneous Equipment" does not include water skis or other related sports equipment. "Miscellaneous Equipment" does include boat covers, anchors, life

preservers, lines, fire extinguishers, seat cushions, flares, oars, flaps, batteries, boxes, battery chargers, pumps, sails and similar equipment.

**"Outboard Motors"** means the outboard motor shown on the Coverage Summary Page including its fuel tanks, battery and electric starting equipment.

**"Watercraft"** means the pleasure craft shown on the Coverage Summary Page including accessories and equipment permanently attached.

#### LOSS OR DAMAGE NOT INSURED

##### Property Not Insured

We do not insure:

1. loss or damage to any property illegally acquired, kept, stored or transported, or any property lawfully seized or confiscated unless the property is destroyed to prevent the spread of fire;
2. 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.
3. loss or damage to any property which is used for carrying people for compensation or which is chartered, leased or used for any commercial purpose;
4. loss or damage to any property which is used in any illegal trade or transportation or while being operated in any official race or speed test;
5. loss or damage while used outside the territorial limits described;
6. loss or damage while used in whole or in part for the cultivation, harvesting, processing, manufacturing, 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.

##### Losses Not Insured

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

1. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
2. any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
3. contamination or pollution or the release, discharge or dispersal of contaminants or pollutants;
4. wear, tear, gradual deterioration (including damage by marine life), mechanical defects or breakdown, scratching, denting, chipping, electrolysis, rust, corrosion, dampness or dryness of atmosphere or weathering *or by any "fungi" or "spore(s)";*
5. undergoing any process or while being worked on. If fire or explosion ensues we will pay for the resultant damage caused by the fire or explosion;
6. birds, moths, vermin (such as skunks and raccoons), rodents (such as squirrels and rats) or insects;
7. any process of refinishing, renovating, repairing, servicing or maintenance;
8. electrical currents, other than lightning;
9. weathering, ice, freezing or extremes of temperature;
10. your intentional or criminal acts;
11. infidelity of others who borrow or use the property insured.

This policy does not insure "Data" or 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 or damage to insured property that is directly caused by "Specified Perils", this exclusion shall not apply to such resulting 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;
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.

### **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**

#### **Actual Cash Value**

We will pay the Actual Cash Value of 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.

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

#### **Replacement Cost**

If boats or motors insured by this coverage are less than 4 years old, we will agree to make settlement on the basis of the cost of repairs or replacement cost (whichever is the lesser) of the insured item without deduction for depreciation subject to the policy conditions and exclusions and the following provisions:

- a. It is in use for its original purpose and has been maintained in good physical condition and insured to 100% of the replacement cost of the item
- b. the repair or replacement must be made within a reasonable time after the damage
- c. loss or damage to tires and batteries and betterment resulting from the necessary repair or replacement of prior damage that was not repaired shall be settled on Actual Cash Value basis
- d. we will pay the lesser of:
  - i. the cost to repair with materials of similar kind and quality; or
  - ii. the cost of new items of similar kind, quality and usefulness without any deduction for depreciation; or
  - iii. the applicable limit of insurance for this item as stated on the Coverage Summary page

Otherwise the basis of claim payment will be Actual Cash Value.

**Co-insurance:** We will only be liable for no greater proportion of any loss than the amount of insurance bears to 100% of the actual cash or replacement cost value of the insured property.

**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.

### **(C) MISCELLANEOUS ARTICLES FLOATER**

If the Coverage Summary Page shows that Personal Articles Floater applies we insure the items shown on the Coverage Summary Page for this coverage against risks of direct physical loss or damage, subject to the terms and conditions below.

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

##### **Property Not Insured**

We do not insure loss or damage to:

1. electrical devices or appliances caused by electrical currents other than lightning;
2. any property illegally acquired or kept;
3. any property lawfully seized or confiscated unless the property is destroyed to prevent the spread of fire;
4. any musical instrument played for a fee unless we have given our written permission;
5. breakage of fragile or brittle articles;
6. loss or damage to sporting or hobby equipment where the loss is due to their use.

##### **Losses Not Insured**

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

1. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
2. any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
3. contamination or pollution or the release, discharge or dispersal of contaminants or pollutants;
4. wear, tear, gradual deterioration (including damage by marine life), mechanical defects or breakdown, scratching, denting, chipping, electrolysis, rust, corrosion, dampness or dryness of atmosphere or weathering *or by any "fungi" or "spore(s)";*
5. undergoing any process or while being worked on. If fire or explosion ensues we will pay for the resultant damage caused by the fire or explosion;
6. birds, moths, vermin (such as skunks and raccoons), rodents (such as squirrels and rats) or insects;
7. any process of refinishing, renovating, repairing, servicing or maintenance;
8. electrical currents, other than lightning;
9. weathering, ice, freezing or extremes of temperature;
10. your intentional or criminal acts;
11. property away from your premises for the purpose of exhibition.

This policy does not insure "Data" or 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 or damage to insured property that is directly caused by "Specified Perils", this exclusion shall not apply to such resulting 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.

Any loss or damage will not reduce the amount 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 30 days of acquisition.

**Stamp and Coin 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 listed on the Coverage Summary Page.

#### **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**

Unless stated otherwise, we will pay the Replacement Cost of the 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, provided that:

- (a) the property at the time of loss was useable for its original purpose and is not obsolete;
  - (b) 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:
- (c) antiques, fine arts, paintings, statuary and similar articles which by their inherent nature, cannot be replaced with a similar article;
  - (d) fur garments or garments trimmed with fur or bridal gowns that are 5 years of age from the date they were originally purchased new.

**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.

**Insurance Under More Than One Policy:** If you have other 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 an insured loss.

**(D) FINE ARTS COVERAGE**

If the Coverage Summary Page shows that Fine Arts Coverage applies, we insure your fine arts described 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 art only while it is at the location specified, unless otherwise stated on the Coverage Summary Page.

“**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. any property illegally acquired or kept;
2. any property lawfully seized or confiscated unless the property is destroyed to prevent the spread of fire;
3. breakage of glassware, marble, statuary, 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 conveyances, or by theft or attempted theft;

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

1. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
2. any nuclear incident as defined in the Nuclear Liability Act, nuclear explosion or contamination by radioactive material;
3. contamination or pollution or the release, discharge or dispersal of contaminants or pollutants;
4. wear, tear, gradual deterioration (including damage by marine life), mechanical defects or breakdown, scratching, denting, chipping, electrolysis, rust, corrosion, dampness or dryness of atmosphere or weathering *or by any “fungi” or “spore(s)”*;
5. birds, moths, vermin (such as skunks and raccoons), rodents (such as squirrels and rats) or insects;
6. any process of refinishing, renovating, repairing, servicing or maintenance;
7. electrical currents, other than lightning;
8. weathering, ice, freezing or extremes of temperature;
9. your intentional or criminal acts;
10. property away from your premises for the purpose of exhibition.

**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 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.

Any loss or damage will not reduce the amount 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 30 days of acquisition.

**(E) BUILDING BY-LAWS COVERAGE**

If the Coverage Summary page indicates that Building By-Laws coverage is included, and if there is loss or damage to the dwelling building caused by an insured peril, we will pay the additional cost of demolition, construction or repair which is required to comply with any law or ordinance regulating demolition, construction or repair of buildings, but only if the building is actually repaired, rebuilt or replaced on the same site and for the same occupancy as described in this policy. We will pay only the least of the following amounts:

- (a) the amount of insurance applicable to this coverage as shown on the Coverage Summary page;

(b) the minimum amount required to comply with any law;

(c) the actual amount you spend for the additional costs to which this coverage applies.

We will not pay any additional cost caused by the enforcement of any by-law, regulation, ordinance or law which prohibits you from rebuilding or repairing on the same site or an adjacent site or prohibits continuance of like occupancy.

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

**(F) FIRE DEPARTMENT CHARGES**

If the Coverage Summary page indicates that Fire Department Charges is included, we will pay up to the amount specified for your liability for fire department charges incurred for attending the premises insured under this policy to save or protect or to prevent further loss or damage to the insured property or property of others adjacent to your premises. This coverage is not subject to a deductible.

**(G) IDENTITY THEFT COVERAGE**

If the Coverage Summary Page indicates that 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. **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 of acts of **Identity Fraud** by a person or group, which results in an insured loss during the policy period.

**Coverages** - We insure, to the amount as 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:

- (a) Reasonable costs associated with registered mail to businesses, law enforcement agencies, financial institutions, credit agencies and similar credit grantors;
- (b) Fees for the re-application of loans which had been declined as a result of incorrect or erroneous information;
- (c) 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;
- (d) The reasonable costs or expenses (including mileage, associated parking costs, taxicab fees or public transit fees) incurred for notarizing affidavits for law enforcement agencies;
- (e) Long distance telephone expenses to discuss an actual **Identity Fraud Occurrence** to businesses, law enforcement agencies, financial institutions, credit agencies and similar credit grantors;
- (f) 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 the amount as stated on the Coverage Summary Page per day to a maximum amount at stated, for each **Identity Fraud Occurrence**;
- (g) Reasonable costs, fees or expenses associated with the replacing of Canadian or Provincial Government issued documents as a result of an **Identity Fraud Occurrence**.
- (h) Reasonable legal fees incurred directly as a result of an **Identity Fraud Occurrence**, with prior notice to us for the removal of any criminal or civil judgments wrongly entered against you, or to challenge the information in your consumer credit report, or the defence of lawsuits brought against you by businesses or their collection agencies.
- (i) 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:

- (a) your fraudulent, dishonest, or criminal acts;
- (b) your own use of your identity;
- (c) your commercial or business pursuits;
- (d) your intentional misuse of your identity;
- (e) fraudulent, dishonest, criminal or intentional misuse of your identity by any resident of your household;

Nor do we insure the following:

(f) Any losses covered under the **Credit or Debit Cards, Automated Teller Cards, Library or Video Cards, Forgery and Counterfeit Money** coverage already available in the underlying policy;

(g) 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**.

**(H) REDUCED GLASS DEDUCTIBLE**

If the Coverage Summary Page shows that Glass Deductible Endorsement applies, the deductible amount, as it applies to Glass Breakage insured under Section 1 of this policy, is reduced to the amount shown on the Coverage Summary Page applicable to this endorsement.

**(I) RENTAL INCOME ENDORSEMENT**

If the Coverage Summary Page indicates that Rental Income Endorsement applies, if an Insured Peril makes that part of the dwelling or detached private structure rented to others or held for rental by you unfit for occupancy, we insure its Fair Rental Value up to the amount shown for this endorsement. Payment shall be for the reasonable time required to repair or replace that part of the dwelling or detached private structures rented or held for rental. Rental Income shall not include any expense that does not continue while that part of the dwelling or detached private structures rented or held for rental is unfit for occupancy. If a civil authority prohibits access to your dwelling as a direct result of damage to neighboring premises by an Insured Peril, we insure any resulting Rental Income loss for a period not exceeding two weeks. We do not insure loss, damage or expense caused by the cancellation of a lease or agreement.

**(J) SEWER, SEPTIC TANK, DRAIN OR SUMP BACKUP COVERAGE**

If the Coverage Summary Page indicates 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 BACKUP, 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) Resulting from escape of water from a sump pit not equipped with a sump pump; or
- (b) occurring while the dwelling insured is vacant or in the course of construction, irrespective of any permission for vacancy or construction elsewhere in the policy.

All other terms and conditions of the policy to which this endorsement is attached apply.

## SECTION 3 Liability Coverage

**DEFINITIONS**

"**You**" or "**your**" in this Section have the same meaning as defined on page 1. In addition, the following persons are insured:

- (1) a residence employee while performing their duties for you;
- (2) 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;
- (3) any person who is insured by this policy at the time of your death and who continues residing on the insured premises.

"**We**" and "**us**" in this Section have the same meaning as defined on page 1.

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

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

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

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

"**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.

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

"**Premises**" and "**Insured Premises**" in this Section means all premises where the person(s) named as 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, except business property and farms;
- (2) individual or family cemetery plots or burial vaults;
- (3) vacant land you own or rent, excluding farm land;
- (4) land where an independent contractor is building a one or two-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.

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

**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 up to the limit on the Coverage Summary Page. This amount of insurance is the maximum amount we will pay, under one or more Sections of Coverage E, other than as provided under Defense, Settlement, Supplementary Payments, 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** – You are insured for legal liability arising out of your personal actions anywhere in the world.
- 2. **Premises Liability** – You are insured for legal liability arising out of your ownership, use or occupancy of the premises and legal liability to others you assume by written contract relating to your premises.
- 3. **Tenants Legal Liability** – You are insured for legal liability for property damage to premises, or their contents, which you are using, renting or have in your custody or control caused by:
  - (a) fire,
  - (b) explosion,
  - (c) smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the premises, but not smoke from fireplaces,
  - (d) water escape from a heating, plumbing, sprinkler or air conditioning system, waterbed or household appliance. This coverage will not apply if you have been away from your premises more than four 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 all the pipes and appliances drained, you would still be insured.

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. Employers' Liability** – You are insured for 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:

- (a) the ownership, use or operation of aircraft while being operated or maintained by your employee;
- (b) liability imposed upon or assumed by you under any workers' compensation, disability benefits, or unemployment compensation, or any similar law.

**Coverage E Exclusions –Loss or Damage not insured:**

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

- (a) the ownership, use or operation of any motorized vehicle, trailer, farm machinery or watercraft except those for which coverage is shown in this policy;
- (b) damage to property you own, use, occupy, rent or lease;
- (c) damage to property in your care, custody or control;
- (d) damage to personal property or fixtures as a result of work done on them by you or anyone on your behalf;
- (e) bodily injury to you or to any person residing in your household other than a residence employee;
- (f) the transmission of communicable disease by any person insured by this policy;
- (g) sexual, physical, psychological or emotional abuse or molestation, sexual harassment or corporal punishment by or at the direction of any person insured by this policy. You are not insured if you had knowledge, or should have reasonably known, of any such activity and failed to take steps to prevent it or for any sexual abuse to any person residing in your household;
- (h) 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 charged for it.
- (i) 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:
    - i. for charge or remuneration; or
    - ii. while entrusted to others; or
    - iii. for the carrying of passengers for hire or gain or under any other arrangements;
- (j) the erasure, destruction, corruption, misappropriation or misinterpretation of "data"; or erroneously creating, amending, entering, deleting or using "data"; including any loss of use arising there from. "Data" means representations of information or concepts, in any form.

**The additional exclusions listed under "Loss or Damage Not Insured" also apply  
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 E – EXTENSIONS AND SPECIAL LIMITATIONS**

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

**(A) WATERCRAFT LIABILITY**

**Watercraft You Own:** You are insured against claims arising out of your ownership, use or operation of watercraft provided the watercraft:

1. is not more than 8 meters (26 feet) in length and is equipped with an outboard motor or motors of not more than 19 kw (25 hp) in total when used with or on a single watercraft; or
2. is not more than 8 meters (26 feet) in length and is equipped with any other type of motor of not more than 38 kw (50 hp); or
3. is not equipped with any motor and is not more than 8 meters (26 feet) in length.

If you own any motors or watercraft that exceed the motor power or length stated above and are not Jet Propelled Personal Watercraft, you are insured only if Watercraft Liability Extension is shown on the Coverage Summary Page. If you acquire any of these (other than a Jet Propelled Personal Watercraft) 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. You are not insured for claims arising out of the ownership, use or operation of any Jet Propelled Personal Watercraft you own.

**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 used or operated with the owner's consent;
- (2) the watercraft is not owned by anyone included in the definition of "you" or "your" of this policy.

You are not insured for damage to the watercraft itself.

**Watercraft Uses Not Insured:** 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;
- (3) being rented or leased 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; being operated or controlled by you while your alcohol-blood ratio exceeds 80 milligrams of alcohol in 100 milliliters of blood;
- (5) We do not insure "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.

**(B) MOTORIZED VEHICLES LIABILITY**

**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) self-propelled lawn mowers, snow blowers, garden-type tractors of not more than 22kW (30 HP), or implements used or operated mainly on your property, provided they are not used for compensation or hire;
- (2) motorized golf carts while used or operated on your premises or on a golf course;
- (3) motorized wheelchairs, scooters having more than 2 wheels and specifically designed for the carriage of a person with a physical disability;
- (4) 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.

**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 it 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" of this policy.

You are not insured for damage to the vehicle itself.

**(C) TRAILERS:** 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.

**COVERAGE F - VOLUNTARY MEDICAL PAYMENTS**

Not included with General & Seasonal Dwellings

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

Not included with General & Seasonal Dwellings

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

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

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

**Coverage**

You are insured against claims made against you arising from the ownership, use or operation of the jet propelled watercraft described on the Coverage Summary Page. 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 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:

- (a) Insured persons;
- (b) Claims made or action brought; or
- (c) Persons or organizations making claims or bringing actions.

**Exclusions**

Loss or damage not insured:

1. You are not insured for claims arising from the ownership, use or operation of the Jet Propelled 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 compensation;
  - d. being used 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. When the engine capacity of the jet propelled watercraft exceeds 650cc;
3. “Bodily Injury” or “Property Damage” when a motorboat and/or jet propelled watercraft is not operated in accordance with the Canada Shipping Act regulations governing age and horsepower restrictions and operator competency requirements.

**The additional exclusions listed under “Loss or Damage Not Insured” also apply**

**OPTIONAL 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.

“**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 on the Coverage Summary Page. 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:

- (a) Insured persons;

(b) Claims made or action brought; or

(c) Persons or organizations making claims or bringing actions.

**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 compensation;
  - e. being used 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.

**The additional exclusions listed under “Loss or Damage Not Insured” also apply**

**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 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.

**LOSS OR DAMAGE NOT INSURED – Applies to all coverages**

Your are not insured for claims arising from:

1. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
2. 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;
3. your business or any business use of your premises except as specified in this policy;
4. the rendering or failure to render any professional service;
5. 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;
6. the ownership, use or operation of any aircraft or premises used as an airport or landing strip, and all necessary or incidental operations;
7. the ownership, use or operation of any motorized vehicle, trailer or watercraft except those for which coverage is provided in this policy;

8. the ownership, use or operation of any watercraft during participation in any race or speed contest other than a sailboat;
9. the transmission of communicable disease by any person insured by this policy;
10. the erasure, destruction, corruption, misappropriation or misinterpretation of "data";
11. erroneously creating, amending, entering, deleting or using "data";
12. 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";
13. 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".
14. 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 of 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 any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above; or any obligation to pay damages, share damages with or repay someone else who must pay damages because of such injury or damage referred to above.

#### CONDITIONS

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

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

**Action Against Us:** 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.

**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.

## Section 4 Conditions

#### CONDITIONS REQUIRED BY LAW

With respect to Section III-Liability Coverage, Statutory Conditions 1, 3, 4, 5 and 15 only apply. Otherwise, all of the Conditions set forth under the titles **Statutory Conditions** and **Additional Conditions** apply with respect to all of the perils insured by this policy except as these Conditions may be modified or supplemented by the Forms or Endorsements attached.

### STATUTORY CONDITIONS

1. **MISREPRESENTATION** If a person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the insurer in order to enable it to judge of the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.
2. **PROPERTY OF OTHERS** Unless otherwise specifically stated in the contract, the insurer is not liable for loss or damage to property owned by any person other than the insured, unless the interest of the insured therein is stated in the contract.

3. **CHANGE OF INTEREST** The insurer is liable for loss or damage occurring after an authorized assignment under the *Bankruptcy and Insolvency Act* (Canada) or change of title by succession, by operation of law, or by death.
4. **MATERIAL CHANGE** Any change material to the risk and within the control and knowledge of the insured voids the contract as to the part affected thereby, unless the change is promptly notified in writing to the insurer or its local agent, and the insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the contract, or may notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within fifteen days of the receipt of the notice, pay to the insurer an additional premium, and in default of such payment the contract is no longer in force and the insurer shall return the unearned portion, if any, of the premium paid.
5. **TERMINATION**
  - (1) This contract may be terminated,
    - (a) by the insurer giving to the insured fifteen days notice of termination by registered mail or five days written notice of termination personally delivered;
    - (b) by the insured at any time on request.
  - (2) Where this contract is terminated by the insurer,
    - (a) the insurer shall refund the excess of premium actually paid by the insured over the proportionate (*pro rata*) premium for the expired time, but, in no event, shall the proportionate (*pro rata*) premium for the expired time be deemed to be less than any minimum retained premium specified; and
    - (b) the refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.
  - (3) Where this contract is terminated by the insured, the insurer shall refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.
  - (4) The refund may be made by money, postal or express company money order or cheque payable at par.
  - (5) The fifteen days mentioned in clause (1) (a) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.
6. **REQUIREMENTS AFTER LOSS**
  - (1) Upon the occurrence of any loss of or damage to the insured property, the insured shall, if the loss or damage is covered by the contract, in addition to observing the requirements of conditions 9, 10 and 11,
    - (a) forthwith give notice thereof in writing to the insurer;
    - (b) deliver as soon as practicable to the insurer a proof of loss verified by a statutory declaration,
      - i) giving a complete inventory of the destroyed and damaged property and showing in detail quantities, costs, actual cash value and particulars of amount of loss claimed;
      - ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the Insured knows or believes;
      - iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured;
      - iv) showing the amount of other insurances and the names of other insurers;
      - v) showing the interest of the insured and of all others in the property with particulars of all liens, encumbrances and other charges upon the property;
      - vi) showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract;
      - vii) showing the place where the property insured was at the time of loss.
    - (c) if required, give a complete inventory of undamaged property and showing in detail quantities, cost, and actual cash value;

## GENERAL CONDITIONS

- (d) if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other contract.
- (2) The evidence furnished under clauses (c) and (d) under subparagraph (1) of this condition shall not be considered proofs of loss within the meaning of conditions 12 and 13.
7. **FRAUD** Any fraud or willfully false statement in a statutory declaration in relation to any of the above particulars vitiates the claim of the person making the declaration.
8. **WHO MAY GIVE NOTICE AND PROOF** Notice of loss may be given and proof of loss may be made by the agent of the insured named in the contract in case of absence or inability of the insured to give the notice or make the proof, and absence or inability being satisfactorily accounted for, or in the like case, or if the insured refuses to do so, by a person to whom any part of the insurance money is payable.
9. **SALVAGE**
- (1) The insured, in the event of any loss or damage to any property insured under the contract, shall take all reasonable steps to prevent further damage to such property so damaged and to prevent damage to other property insured hereunder including, if necessary, its removal to prevent damage or further damage thereto.
- (2) The insurer shall contribute proportionately (pro rata) towards any reasonable and proper expenses in connection with steps taken by the insured and required under sub condition (1) of this condition according to the respective interests of the parties.
10. **ENTRY, CONTROL, ABANDONMENT** After any loss or damage to insured property, the insurer has an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and, after the insured has secured the property, a further right of access and entry sufficient to enable them to make appraisal or particular estimate of the loss or damage, but the insurer is not entitled to the control or possession of the insured property, and without the consent of the insurer there can be no abandonment to it of insured property.
11. **APPRAISAL** In the event of disagreement as to the value of the property insured, the property saved or the amount of the loss, those questions shall be determined by appraisal as provided under the Saskatchewan Insurance Act before there can be any recovery under this contract whether the right to recover on the contract is disputed or not, and independently of all other questions. There shall be no right to an appraisal until a specific demand therefore is made in writing and until after proof of loss has been delivered.
12. **WHEN LOSS PAYABLE** The loss is payable within sixty days after completion of the proof of loss, unless the contract provides for a shorter period.
13. **REPLACEMENT**
- (1) The insurer, instead of making payment, may repair, rebuild, or replace the property damaged or lost, giving written notice of its intention so to do within thirty days after receipt of the proofs of loss.
- (2) In that event, the insurer shall commence to so repair, rebuild, or replace the property within forty five days after receipt of the proofs of loss, and shall thereafter proceed with all due diligence to the completion thereof.
14. **ACTION**  
**Repealed\*\***  
**\*\*The Limitations Act S.S. 2004,c.L-16.1 May 1, 2005**  
**Basic Limitation Period**  
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.
15. **NOTICE** Any written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the Province. Written notice may be given to the insured named in the contract by letter personally delivered to him or by registered mail addressed to him at his latest post office address as notified to the insurer. In this condition, the expression "registered" means registered in or outside Canada.
1. **REINSTATEMENT** 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 the said policy, and additional premium on a pro rata basis, shall on demand become payable therefore.
2. **DEDUCTIBLE CLAUSE** 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.
3. **NOTICE TO AUTHORITIES** Where the loss is due to a malicious act, burglary, robbery, theft or attempt thereof, or is suspected to be so due, you must immediately notify the police or other authorities having jurisdiction.
4. **NO BENEFIT TO BAILEE** This insurance does not apply directly or indirectly to the benefit of any carrier or other bailee.
5. **PAIR AND SET** In the case of loss or damage to any article or articles, whether scheduled or unscheduled, which is or are a part of a set, we will pay only a reasonable and fair proportion of the total value of the set, and such loss or damage will not be understood to mean total loss of the set.
6. **PARTS** 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, we will not pay for more than the insured value of the part lost or damaged, including the cost of installation.
7. **YOUR DUTY AFTER LOSS** 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.
8. **VALUATION AND REPLACEMENT** 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 the repair or replace the same with material of like kind and quality.
9. **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US** 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.
10. **CANADIAN CURRENCY** All limits of insurance, premiums and other amounts as expressed in this policy are in Canadian Currency.
11. **LIBERALIZATION CLAUSE** During the term of this policy, if we adopt and publish for use any forms, endorsements or rules which would extend or broaden the insurance provided by this policy, without additional premium charge, either by endorsement or substitution, then such extended or broadened insurance will apply to loss occurring after the effective date of such adoption and publication as though such endorsement or substitution had been made.
12. **NON-WAIVER** This policy is subject to the terms and conditions set forth in it together with such other terms and conditions as may be endorsed or added to it. No terms or condition of this policy will be deemed to be waived in whole or in part by us unless the waiver is clearly expressed in writing signed by a person authorized for that purpose by us.
13. **EXAMINATION OF INSURED** 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.

**STANDARD MORTGAGE CLAUSE**  
(Approved by the Insurance Bureau of Canada)

Mortgage Conditions: It is hereby provided and agreed that subject to the terms of this mortgage condition (and these shall supersede any policy conditions in conflict therewith but only as to the interest of the mortgagee), loss under this policy is made payable to the Mortgagee specified on the Coverage Summary Page.

1. **Breach of Conditions by Mortgagor Owner or Occupant** This insurance and every documented renewal thereof as to the interest of the Mortgagee only therein is and shall be in force notwithstanding any act, neglect, omission or misrepresentation attributable to the mortgagor, owner or occupant of the property insured, including transfer of interest, any 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.
2. **Right of Subrogation** Whenever the Insurer pays the Mortgagee any loss award under this policy and claims that as the Mortgagor or Owner no liability therefore existed, it shall be legally subrogated to all rights of the Mortgagee against the Insured; but any subrogation shall be limited to the 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 as 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.
3. **Other Insurance** If there be 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.
4. **Who May Give Proof Of Loss** In the absence of the Insured, or the inability, refusal or neglect of the Insured to give notice of loss or deliver the required Proof of Loss under the policy, then the Mortgagee may give the notice upon becoming aware of the loss and deliver as soon as practicable the Proof of Loss.
5. **Termination** The term of this mortgage condition coincides with the term of the policy; provided always that the Insurer reserves the right to cancel the policy as provided by Statutory Condition 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 condition.
6. **Foreclosure** Should title or ownership to said property become vested in the Mortgagee and/or assigns as owner or purchaser under foreclosure or otherwise, this insurance shall continue until expiry or cancellation for the benefit of the said Mortgagee and/or assigns. Subject to the terms of this Mortgage Clause (and these shall supersede any policy provisions in conflict therewith but only as to the interest of the Mortgagee), loss under this policy is made payable to the Mortgagee.

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