

# COMPREHENSIVE HOMEOWNERS POLICY

## A GUIDE TO YOUR POLICY

This Policy consists of two Sections:

### SECTION I – PROPERTY COVERAGES

Describes the insurance for “Your” property. It also includes additional living expenses and/or fair rental value in certain circumstances.

	<b>PAGE</b>
Basis of Claim Payment .....	8
Deductible – Property Coverages .....	8
Guaranteed Replacement Cost – Dwelling Building .....	9
Personal Property – Replacement Cost .....	9
Single Inclusive Limit .....	9
Coverage A – Dwelling Building .....	3
Coverage B – Detached Private Structures .....	3
Coverage C – Personal Property .....	3
Special Limits of Insurance .....	4
Coverage D – Additional Living Expense .....	4
Fair Rental Value .....	5
Prohibited Access .....	5
Definitions .....	2
Specified Perils .....	2
Exclusions: Property Excluded .....	6
Perils Excluded .....	7
Extensions of Coverage .....	5
Insured Perils .....	6

### SECTION II – LIABILITY COVERAGE

Describes the insurance for “Your” legal liability for “Bodily Injury” to others or damage to property of others arising out of “Your” premises or “Your” personal actions. It also includes benefits following injury or damage to property of others in certain other circumstances.

Conditions .....	16
Definitions .....	11
Legal Liability .....	11
1. Personal Liability .....	11
2. Premises Liability .....	12
3. Tenants’ Legal Liability .....	12
4. Employers’ Liability .....	12
Loss or Damage Not Insured .....	15
Special Limitations .....	14
Voluntary Compensation for Residence Employees .....	13
Voluntary Medical Payments .....	12
Voluntary Payment for Damage to Property .....	12

## IMPORTANT

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

Insurance cannot be a source of profit. It is only designed to indemnify "You" against actual losses or expenses incurred by "You" or for which "You" are liable.

## SECTION I – PROPERTY COVERAGES

### DEFINITIONS

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

**"Dwelling"** means the building described on the Declaration Page, wholly or partially occupied by "You" as a private residence.

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

**"Homeowner"** means an owner of a freehold dwelling.

**"Parent"** means "Your" parent, who is residing in a nursing home.

**"Premises"** means the dwelling and land contained within the lot lines on which the dwelling is situated.

**"Specified Perils"** means, subject to the exclusions and conditions in this Policy:

1. fire;
2. lightning;
3. explosion;
4. smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the premises;
5. falling objects which strike the exterior of a building;
6. impact by aircraft or land vehicle;
7. riot;
8. vandalism or malicious acts, not including loss or damage caused by theft or attempted theft;
9. water damage meaning damage caused by:
  - a) the sudden and accidental escape of water from a water main;
  - b) the sudden and accidental escape of water from within a heating, plumbing, sprinkler or air conditioning system or domestic water container, which is located inside "Your" dwelling; ;
  - c) the sudden and accidental escape of water from a domestic water container located outside "Your" dwelling but such damage is not covered when the escape of water is caused by freezing; or
  - d) water which enters "Your" dwelling through an opening which has been created suddenly and accidentally by an insured peril;
10. windstorm or hail;
11. transportation meaning loss or damage caused by collision, upset, overturn, derailment, stranding or sinking of any automobile or attached trailer in which the insured property is being carried. This would also apply to any conveyance of a common carrier, but does not include loss or damage to property in a vacation or home trailer which "You" own.

**"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.

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

**"Water"** means the chemical element defined as H<sub>2</sub>O in any of its three natural states, liquid, solid and gaseous.

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

**ALL STATUTORY AND ADDITIONAL CONDITIONS OF THIS POLICY  
APPLY TO ALL COVERAGES OF SECTION I**

## COVERAGES

The amounts of insurance are shown on the Declaration Page. These amounts include the cost of removing of debris of the property insured by this Policy as a result of an insured peril. When the damage to the property plus the cost of cleaning and removal of debris exceed the limit of insurance for the damaged property, an additional 5% of the limit of insurance on the damaged Building(s) will be available to cover debris removal expenses.

If "You" must remove insured property from "Your" premises to protect it from loss or damage, it is insured by this Policy for 30 days or until "Your" policy term ends, whichever occurs first. The amount of insurance will be divided in the proportions that the value of the property removed bears to the value of all property at the time of loss.

### COVERAGE A – DWELLING BUILDING

"We" insure:

1. The dwelling and attached structures;
2. Permanently installed outdoor equipment on the premises;
3. Outdoor swimming pool and attached equipment on the premises;
4. Materials and supplies located on or adjacent to the premises intended for use in construction, alteration or repair of "Your" dwelling or private structures on the premises.

#### Building Fixtures and Fittings

"You" may apply up to 10% of the amount of insurance on "Your" dwelling to insure building fixtures and fittings temporarily removed from the premises for repair or seasonal storage.

#### Tear Out

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

The cost of tearing out and replacing property to repair damage related to outdoor swimming pools or public water mains is not insured.

#### Outdoor Trees, Shrubs and Plants

"You" may apply up to 5%, in all, of the amount of insurance on "Your" dwelling to trees, plants and shrubs on "Your" premises. "We" will not pay more than \$500 for any one tree, plant or shrub including debris removal expenses. "We" insure these items against loss caused by fire, lightning, explosion, impact by aircraft or land vehicle, riot, vandalism and malicious acts, as described under Specified Perils.

"We" do not insure lawns or items grown for commercial purposes.

### COVERAGE B – DETACHED PRIVATE STRUCTURES

"We" insure structures or buildings on "Your" premises separated from the dwelling by a clear space but not insured under Coverage A. If they are connected to the dwelling by a fence, utility line or similar connection only, they are considered to be detached structures.

"We" insure Hydro Poles and Transmission Lines including all poles, cross beam insulators and permanently installed outside electric wiring which is owned by "You", located on "Your" premises and services "Your" residential buildings for up to a maximum of \$5,000.

#### Property Not Included as Detached Private Structures

This coverage does not apply to any building or structure that is or was designed for agricultural purposes or is or was used in whole or in part for farming or any other commercial or business purposes, whether it is in use, unoccupied, or vacant.

### COVERAGE C – PERSONAL PROPERTY

The description of Personal Property is as follows:

1. **ON PREMISES:** "We" insure the contents of "Your" dwelling and other personal property "You" own, wear or use while on "Your" premises which is usual to the ownership or maintenance of a dwelling.  
If "You" wish, "We" will include uninsured personal property of others while it is on that portion of "Your" premises which "You" occupy but "We" do not insure property of roomers or boarders who are not related to "You".

2. **OFF PREMISES:** "We" insure "Your" personal property while it is temporarily away from "Your" premises, anywhere in the world. This includes personal property newly acquired by "You" and in "Your" possession when there has not been an opportunity to take such property to "Your" premises.
- Personal property normally kept at any other location "You" own is not insured.
  - Personal property stored in a warehouse is only insured for 30 days unless the loss or damage is caused by the peril of theft. To extend coverage in storage for a further period "We" must be notified in writing and endorse "Your" Policy as required.
  - If "You" wish, "We" will include personal property belonging to others while it is in "Your" possession or belonging to a residence employee traveling for "You".
  - Personal property used by any student, insured by this Policy, for an amount up to \$10,000, while temporarily living away from home and the insured student is in attendance at a recognized educational facility.
  - Personal property owned by "You" or "Your" parent, for an amount up to \$10,000, while "Your" parent is residing in a nursing home.
  - Personal property that "You" are moving to a new principal residence within Canada is insured while in transit and while at "Your" new principal residence for up to 30 consecutive days beginning the day "You" start "Your" move. The amount of insurance will be divided in the proportion that the value of the property at each premise and in transit bears to the value of all "Your" personal property, at the time of loss.

### **Property Not Included As Personal Property**

"We" do not insure loss or damage to motorized vehicles, trailers and aircraft or their equipment (except for motorized wheelchairs and motorized scooters for the handicapped, motorized lawn mowers, garden-type tractors up to 19 kW [25 HP] and their attachments, other motorized gardening equipment, snow blowers, watercraft or motorized golf carts). Equipment includes audio, visual, recording or transmitting equipment powered by the electrical system of a motor vehicle or aircraft. Equipment does not include spare automobile parts.

### **Special Limits of Insurance**

The following Special Limits of Insurance apply after the Policy deductible without increasing the amount of insurance shown on the Declaration Page for Personal Property.

"We" insure:

- (1) audio or visual cassettes or compact discs up to \$500 in all, while in a motorized vehicle or watercraft;
- (2) each bicycle, their equipment and accessories up to \$2,000 in all;
- (3) jewellery, watches, gems, fur garments and garments trimmed with fur, up to \$6,000 in all;
- (4) manuscripts, sports memorabilia collections, stamps and philatelic property (such as stamp collections) up to \$2,000 in all;
- (5) numismatic property (such as coin collections) up to \$500 in all;
- (6) silverware, meaning silverware, silver-plated ware, gold ware, gold-plated ware and pewter-ware for up to \$10,000 in all.

The above limits do not apply to any claim caused by a Specified Peril.

"We" insure:

- (7) animals, birds and other pets normally kept in "Your" dwelling, up to \$1,500 in all;
- (8) antiques only for their depreciated value (antique value is not covered unless specifically scheduled);
- (9) books, tools and instruments pertaining to a business, profession or occupation for an amount up to \$3,000 in all; but only while on "Your" premises. Other business property, including samples and goods held for sale, is not insured;
- (10) computer software for personal use up to \$3,000 in all. "We" do not insure the cost of gathering or assembling information or data;
- (11) harness, saddles, tack and other similar equipment usual to the ownership of pet animals for pleasure purposes up to \$2,000 in all;
- (12) money including cash cards (meaning cards designed to store a cash value by electronic means for use as a mode of payment, without a personal identification number and without direct access to a bank or other account) or bullion up to \$500 in all;
- (13) motorized wheelchairs, motorized scooters for the handicapped, motorized lawn mowers and their attachments, other motorized gardening equipment, snow blowers and motorized golf carts up to \$10,000 in all for any one occurrence;
- (14) property at any fairground, exhibition or exposition for the purpose of exhibition up to \$2,000 in all;
- (15) securities up to \$5,000 in all;
- (16) spare automobile parts up to \$3,000 in all;
- (17) watercraft, their furnishings, equipment, accessories and motors up to \$2,000 in all.

### **COVERAGE D – ADDITIONAL LIVING EXPENSE**

The amount of insurance for Coverage D is the total amount for any one or a combination of the following coverages. The periods of time stated below are not limited by the expiration of the Policy.

1. **Additional Living Expense.** If, as a result of damage by an Insured Peril, "Your" dwelling is unfit for occupancy or "You" have to move out while repairs are being made, "We" insure any necessary increase in living expenses, including moving 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 reasonable time required for "Your" household to settle elsewhere.
2. **Fair Rental Value.** If, as a result of damage by an Insured Peril makes that part of the dwelling or detached private structures 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 detached private structures rented or held for rental. Fair Rental Value shall not include any expense that does not continue while that part of the dwelling or detached private structures rented or held for rental is unfit for occupancy.
3. **Prohibited Access.** If a civil authority prohibits access to "Your" dwelling:
  - (a) as a direct result of damage to neighbouring premises by an Insured Peril under this Policy, "We" insure any resulting Additional Living Expense and Fair Rental Value loss for a period not exceeding two weeks; or
  - (b) by order for mass evacuation as a direct result of a sudden and accidental event within Canada or the United States of America, "We" insure any resulting necessary and reasonable increase in living expense incurred by "You" for the period access is prohibited. "You" are insured for a period not exceeding two weeks from the date of the order of evacuation or \$2,000, whichever is the lesser."You" are not eligible for any claim arising from evacuation resulting from:
  - (i) flood, meaning waves, tides, tidal waves, tsunamis and the rising of, the breaking out or the overflow of, any body of water, whether natural or man-made;
  - (ii) earthquake;
  - (iii) any nuclear incident as defined in the Nuclear Liability Act, or any other nuclear liability act, law or statute, or any law amendatory thereof, or nuclear explosion, except for ensuing loss or damage which results directly from fire, lightning or explosion of natural, coal or manufactured gas.

"We" do not insure loss resulting from the cancellation of a lease or agreement.

## **EXTENSIONS OF COVERAGE**

### **Bylaws Insurance**

If there is a loss insured by this Policy, "We" will pay up to a maximum of \$20,000 for the additional cost of demolition, construction or repair which is required to comply with any law regulating demolition, construction or repair of dwellings. "We" will not pay more than the minimum amount required to comply with an enforceable law.

### **Change of Temperature**

"We" insure "Your" personal property damaged by change of temperature resulting from physical damage to "Your" dwelling or equipment by an Insured Peril. This only applies to personal property kept in the dwelling.

### **Conviction Reward**

"We" will pay \$1,000 each, for information which leads to a conviction of any person(s):

- (1) who robs, steals or burglarizes "Your" insured personal property; or
- (2) for arson in connection with a fire loss to property insured by this Policy.

This coverage may increase the amount otherwise applicable. However, the \$1,000 limit will not be increased regardless of the number of persons providing information. No deductible applies to this coverage.

### **Credit Card, Automated Teller Card, Library Card, Video Card, Forgery and Counterfeit Money**

The maximum "We" will pay under this coverage during the term of this Policy is \$5,000 or the amount specified on the Declaration Page for:

- (1) "Your" legal obligation, under Canadian Law, to pay because of unauthorized use of credit or debit cards, automated teller cards, library or video cards issued to "You" or registered in "Your" name provided "You" have complied with all of the conditions under which the card was issued;
- (2) loss caused by the theft of "Your" credit or debit cards, automated teller cards, library or video cards issued to "You" or registered in "Your" name provided "You" have complied with all of the conditions under which the card was issued;
- (3) loss to "You" caused by forgery or alteration of cheques, drafts or other negotiable instruments;
- (4) loss by "Your" acceptance in good faith of counterfeit Canadian or United States paper currency.

"We" do not cover loss caused by the use of "Your" credit or debit cards, automated teller card, library card or video cards by a resident of "Your" household or by a person to whom the card has been entrusted.

No deductible applies to this coverage.

### **Fire Department Charges**

"We" will reimburse "You" for up to a maximum of \$10,000 for fire department charges incurred for attending premises insured under this Policy to save or protect insured property from loss or damage, or further loss or damage insured against by this Policy. No deductible applies to this coverage.

**Food Freezer**

"We" will pay up to \$2,000 in all, unless otherwise shown on the Declaration Page, for loss or damage by spoilage of foodstuffs while contained in "Your" food freezer located within "Your" dwelling, caused by the accidental interruption of electrical power occurring on or off "Your" premises, or by mechanical breakdown of the freezer unit. This coverage includes damage to the freezer when it is due to the insured food spoilage and also reasonable expenses incurred by "You" to save and preserve the food from spoilage while "Your" freezer is being repaired.

"We" do not insure:

- loss from spoilage caused by the operation of an electrical circuit breaker or fuse or by accidental or intentional disconnection of the power supply in the building containing the freezer unit;
- expenses incurred in the acquisition of frozen food;
- due to inherent vice and/or natural spoilage;
- due to "Your" failure to take all reasonable steps to prevent further loss or damage to the insured property;
- resulting from any process of refinishing, renovating or repairing the freezer unit(s).

No deductible applies to this coverage.

**Inflation Protection**

"We" will automatically increase the amount(s) of insurance shown on the Declaration Page under Section I by amounts which are solely attributable to the inflation increase since the inception date of this Policy, the latest renewal or anniversary date or from the date of the most recent change to the amount(s) of insurance shown on the Declaration Page, whichever is the latest.

On renewal or anniversary date, "We" will automatically increase the amounts of insurance shown on the Declaration Page under Section I by amounts which are solely attributable to the inflation increase since the inception date or the latest renewal or anniversary date of this Policy.

**Lock Replacement**

"We" will pay up to \$500 to replace or re-key, at "Our" option, the locks on "Your" principal residence if the keys are stolen. No deductible applies to this coverage.

**Pollution Damage – Insured Premises**

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

**Safety Deposit Box**

"We" insure "Your" personal property up to a maximum of \$25,000, for loss or damage caused by an insured peril, while contained in a safety deposit box located in a vault at a bank, trust or safe deposit company. The special limits on personal property do not apply to this coverage.

**Sewer Backup Extension**

If this coverage is shown on the Declaration Page and there is a loss under Section I – Property Coverages, "We" will pay, subject to the Deductible, \$1,000 or the amount specified on the Declaration Page (whichever is higher), for direct loss or damage to the dwelling, detached private structures and personal property in the dwelling and detached private structures caused by:

"Sewer, Septic Tank, Drain or Sump Back Up", meaning sudden and accidental leakage or escape of water from a sewer, drain, sump, septic tank, or sump pit within the insured dwelling and detached private structures.

"We" do not insure loss or damage:

- (1) resulting from escape of water from a sump pit not equipped with a sump pump; or
- (2) 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.

**Tombstones, Monuments and Headstones**

Up to \$2,000 in all may be applied to tombstones, monuments or headstones of "Your" deceased spouse or children located at any public or church cemetery in Canada. "We" insure these items for Specified Perils only.

**INSURED PERILS**

"You" are insured against all risks of direct physical loss or damage subject to the exclusions and conditions in this Policy.

**EXCLUSIONS****Property Excluded**

"We" do not insure the loss of or damage to:

- (1) "Your" insured property when "Your" dwelling has to "Your" knowledge, been vacant, even if partially or fully furnished, for more than 30 consecutive days;

- (2) buildings or structures that is or was designed for agricultural purposes or is or was used in whole or in part for farming or any other commercial or business purposes, whether it is in use, unoccupied, or vacant unless declared on the Declaration Page;
- (3) any property illegally acquired, kept, stored or transported, or property subject to forfeiture;
- (4) any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
- (5) to 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;
- (6) property because of voluntary parting with title or ownership, whether or not induced to do so by any fraudulent scheme, trick, device or false pretence;
- (7) lawns, outdoor trees, shrubs or plants except as provided under Coverage A – Dwelling Building;
- (8) books of account and evidences of debt or title;
- (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) animals, birds or other pets unless the loss or damage is caused by a Specified Peril other than impact by aircraft or land vehicle;
- (11) sporting equipment where the loss or damage is due to its use;
- (12) property at any fairground, exhibition or exposition for the purpose of exhibition except as provided under Special Limits of Insurance;
- (13) retaining walls not constituting part of any insured building;
- (14) losses or increased costs of repair or replacement due to operation of any law regulating the zoning, demolition, repair or construction of buildings and their related services, other than that coverage provided under Bylaws Insurance.

#### **Perils Excluded**

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

- (15) by or resulting from contamination or pollution or the release, discharge or dispersal of contaminants or pollutants, except damage caused by the sudden and accidental escape of fuel from a permanently installed domestic fuel tank (including any attached equipment, apparatus or piping) that is part of a heating unit for the insured dwelling or detached private structure or as provided under the Extensions of Coverage;
- (16) by any nuclear incident as defined in the Nuclear Liability Act, or any other nuclear liability act, law or statute, or any law amendatory thereof, or nuclear explosion, except for ensuing loss or damage which results from fire, lightning or explosion of natural, coal or manufactured gas;
- (17) by wear, tear, gradual deterioration, latent defect or mechanical breakdown, rust, corrosion, extremes of temperature, wet or dry rot, fungi or spore(s), or contamination;
- (18) by scratching, marring, abrasion or chipping of any property or breakage of any fragile or brittle articles unless caused by a Specified Perils, accident to a land vehicle, watercraft or aircraft, or theft or attempted theft;
- (19) 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;
- (20) resulting from any intentional or criminal act or failure to act by “You”, “Your” employees or anyone to whom the damaged or lost property is entrusted;
- (21) due to the cost involved to correct faulty material or workmanship;
- (22) by settling, expansion, contraction, moving, bulging, buckling or cracking except resulting damage to building glass;
- (23) by smoke from agricultural smudging or industrial operations;
- (24) by buildup of smoke. Smoke damage must be sudden and accidental;
- (25) by any earth movement including, but not limited to, earthquake, sinkhole, landslide, snowslide, or iceslide. If any of these results in fire or explosion, “We” will pay only for the resulting loss or damage;
- (26) by collapse of:
  - (a) outside property such as awnings, fences, or trellises unless resulting from structural collapse of foundations, walls, floors or roof of a building;
  - (b) swimming pools, patios, driveways, walks or retaining walls, outdoor radio and/or television antennae, towers, satellite receivers and their attachments;
- (27) by water unless the loss or damage directly resulted from:
  - (a) the sudden and accidental escape of water from within a water main, swimming pool, hot tub or equipment attached;

- (b) the sudden and accidental escape of water or steam from within a heating, sprinkler, air conditioning or plumbing system, domestic water or waterbed which is located inside "Your" dwelling;
- (c) the sudden and accidental escape of water from a domestic water container located outside "Your" dwelling, but such damage is not insured when the escape of water is caused by freezing; or
- (d) water which enters through an opening which has been created suddenly and accidentally by a peril not otherwise excluded;
- (e) water from the accumulation of ice or snow on the roof or eaves trough, which enters the dwelling through the roof;

But "We" do not cover loss or damage:

- a. caused by continuous or repeated seepage or leakage of water;
  - b. caused by the backing up or escape of water from a sewer or drain, sump-or septic tank, eaves trough or downspout;
  - c. caused by ground water or rising of the water table;
  - d. caused by surface water, unless the water escapes from a water main or from a domestic water container located outside "Your" dwelling;
  - e. caused by shoreline ice build-up or by water-borne ice or other objects, all whether driven by wind or not;
  - f. to water mains or system or domestic water container and equipment attached from which the water escaped;
  - g. occurring while the dwelling is under construction or vacant, even if permission for construction or vacancy has been given by "Us";
  - h. caused by freezing during the usual heating season:
    1. within a heated portion of "Your" dwelling if "You" have been away from "Your" premises for more than four consecutive days but "You" will still be insured if "You" had taken either of the following precautions:
      - arranged for a competent person to enter "Your" dwelling each day "You" were away to ensure that heating was being maintained; or
      - shut off the water supply and had drained all the pipes and domestic water containers,;
    2. within an unheated portion of "Your" dwelling;
- (28) caused by change of temperature unless the loss or damage:
- (a) is to personal property kept in "Your" dwelling; and
  - (b) is the result of physical damage to "Your" dwelling or equipment caused by a peril not otherwise excluded;
- (29) caused by vandalism or malicious acts or glass breakage occurring while "Your" dwelling is under construction or vacant even if permission for construction or vacancy has been given by "Us";
- (30) from the part of the dwelling rented to others, caused by theft or attempted theft by any tenant, tenant's employee, or members of a tenant's household.

#### **Data Exclusion**

This Policy does not insure:

- (a) "Data"; or
- (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, this exclusion shall not apply to such resulting loss or damage.

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

When coverage applies, "We" will pay for insured loss or damage up to "Your" financial interest in the property, but not exceeding the applicable amount(s) of insurance for any loss or damage arising out of one occurrence.

Any loss or damage shall not reduce the amounts of insurance provided by this Policy (except as limited under Pollution Coverage).

If "You" qualify for a tax credit, the loss payment will be reduced by that amount.

#### **Deductible**

In any one occurrence, "We" are responsible only for the amount by which the insured loss or damage caused by any of the Insured Perils exceeds the amount of the deductible shown on the Declaration Page.

However, the deductible shall not apply to any loss which exceeds \$25,000 in any one occurrence.

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" apply, the limitations apply to losses exceeding the deductible amount.

#### **Dwelling Building and Detached Private Structures**

If "You" repair or replace the damaged or destroyed building on the same location, with a building of the same occupancy constructed with materials of similar quality within a reasonable time after the damage, "You" may choose as the basis of loss settlement either **(A)** or **(B)** below; otherwise, settlement will be as in **(B)**.



- (A) The cost of repairs or replacement (whichever is less) without deduction for depreciation, in which case “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 damage, but not exceeding the actual cost incurred.
- (B) The Actual Cash Value of the damage at the date of the occurrence.

#### **Guaranteed Replacement Cost – Dwelling Building**

If this coverage is shown on the Declaration Page, “You” may choose as the basis of loss settlement for the building(s) designated with this coverage either (A) or (B) below; otherwise settlement will be as in (B).

- (A) “We” will pay the full cost of repairs or replacement even if it exceeds the amount of insurance stated on the Declaration Page for the Dwelling Building.
- (B) If “You” decide not to repair or replace, “We” will pay the Actual Cash Value of the damage to the Dwelling Building up to the applicable amount of insurance stated on the Declaration Page.

This coverage is available as long as the following conditions are met.

- (1) The building is insured to 100% of its replacement cost. This cost will be established by the use of an industry recognized evaluation calculator;
- (2) “You” agree to accept each annual adjustment in the coverage limits of liability and pay the additional premium;
- (3) “You” notify “Us” within 30 days of the start of any additions or other physical changes to the dwelling building(s) which may increase the replacement cost of the structure by 5% or more, and to pay any resulting additional premium;
- (4) “You” decide to repair or replace the damaged or destroyed dwelling building on the same location with a building of the same occupancy constructed with materials of similar quality within a reasonable time after the damage; and
- (5) This extension does not apply to Dwelling Buildings while in the course of construction.

**This coverage is void if “You” fail to comply with the above noted conditions.**

#### **Personal Property (On Premises or Off Premises) – Replacement Cost**

- (1) For electronic media “We” will pay the cost of reproduction from duplicates or from originals of the previous generation of the media. “We” will not pay the cost of gathering or assembling information or data for reproduction.
- (2) For other records, including books of account, drawings or card index systems, “We” will pay the cost of blank books, pages, cards or other materials plus the cost of actually transcribing or copying the records.
- (3) “We” will pay on the basis of replacement cost for all other personal property except:
  - (a) articles that cannot be replaced with new articles because of their inherent nature, including antiques, fine arts, paintings, and statuary;
  - (b) articles for which their age or history substantially contributes to their value, such as memorabilia, souvenirs, and collectors items;
  - (c) property that has not been maintained in good or workable condition;
  - (d) property that is no longer used for its originally purpose;for which “We” will pay only on the basis of Actual Cash Value.

#### **Replacement Cost**

Replacement Cost means the cost, on the date of the loss or damage, of the lower of:

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

Loss of items such as fine arts, antiques, paintings and articles which, by their inherent nature, cannot be replaced with a comparable article will not be settled on a Replacement Cost basis.

“We” will pay on the basis of replacement cost only if the property lost or damaged is repaired or replaced as soon as reasonably possible. Otherwise “We” will pay on the basis of actual cash value.

“You” may choose payment on the basis of actual cash value initially. If “You” later decide to replace any destroyed or stolen property “You” may make an additional claim for the difference between the actual cash value and replacement cost basis within 180 days after the date of loss.

For personal property described under “Special Limits of Insurance” “We” will not pay more than the applicable limit under either the replacement cost or actual cash value basis.

#### **Actual Cash Value**

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

**Single Inclusive Limit**

If the amount of insurance stated on the Declaration Page for any Section I coverages (Dwelling Building, Detached Private Structures, Personal Property or Additional Living Expense) is inadequate to satisfy "Your" loss, "You" may apply the unused amounts of insurance remaining under other Section I coverages until the total amounts of insurance under these coverages become exhausted.

The sum of the limits of insurance for Dwelling Building, Detached Private Structures, Personal Property or Additional Living Expense is the Single Inclusive Limit.

"You" must comply with the following conditions:

- (1) The Dwelling Building and all Detached Private Structures are insured to 100% of its rebuilding cost. This cost will be established by the use of an industry recognized evaluation calculator;
- (2) "You" agree to accept each annual adjustment in the coverage limits of liability as recommended by "Us" and pay the additional premium;
- (3) "You" notify "Us" within 30 days of the start of any additions or other physical changes to the building(s), which may increase the rebuilding cost of the structure by 5% or more, and pay any resulting additional premium; and
- (4) The building is promptly built on the same site.

If "You" do not comply with the above conditions the Single Inclusive Limit settlement basis will not apply. The applicable Policy limits stated on the Declaration Page for Dwelling Building, Detached Private Structures, Personal Property or Additional Living Expense will apply.

If Guaranteed Replacement Cost is shown as included on the Declaration Page and in the event of an insured loss to the Dwelling Building, the limit shown for Dwelling Building is subtracted from the Single Inclusive Limit and the loss on the Dwelling Building is settled in accordance with Guaranteed Replacement Cost Clause. Additional loss on Detached Private Structures, Personal Property and/or Additional Living Expense will be paid up to the remaining portion of the Single Inclusive Limit.

**Amounts Not Reduced**

Any loss or damage shall not reduce the amounts of insurance provided by Section I of this Policy.

**Insurance Under More Than One Policy:**

If "You" have insurance on specifically described property, "Our" Policy will be considered excess insurance and "We" will not pay any loss or claim until the amount of such other insurance is used up.

In all other cases, "We" will pay "Our" rateable proportion of the loss or claim under this Policy.

## SECTION II – LIABILITY COVERAGE

Unless stated on the Declaration Page it is understood and agreed:

- (a) “You” do not own any Residence Premises other than the Principal Residence maintained by “You”;
- (b) “You” do not own any watercraft:
  - (i) equipped with an outboard motor rated more than 24 HP (18 kW)
  - (ii) equipped with an inboard motor or inboard-outboard motor rated more than 50 HP (38 kW)
  - (iii) of any other type over 26 feet (8 metres) in overall length;
- (c) no business or occupational pursuits are conducted on the premises;
- (d) there are no elevators, escalators or incliners on the premises.

This Coverage applies only to accidents or occurrences which take place during the period this Policy is in force.

### DEFINITIONS

“You” or “Your” have the same meaning as in the Personal Lines and Farm Common Definitions, Exclusions and Conditions form. In addition, “We” will insure:

- (1) any person or organization legally liable for damages caused by a watercraft or animal owned by “You”, and to which this insurance applies. This does not include anyone using or having custody of the watercraft or animal in the course of any business or without the owner’s permission;
- (2) a residence employee while performing their duties for “You”;
- (3) “Your” legal representative having temporary custody of the insured premises, if “You” die while insured by this Policy, for legal liability arising out of the insured premises;
- (4) any person who is insured by this Policy at the time of “Your” death and who continues residing on the insured premises;
- (5) “Your” parent while residing in a nursing home.

“**Bodily Injury**” means “Bodily Injury”, sickness or disease or resulting death.

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

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

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

“**Premises**” in this Section means all premises where the person(s) named as Insured on the Declaration Page, or their spouse, maintains a residence. It also includes:

- (1) other residential premises specified on the Declaration Page, except business property and farms;
- (2) individual or family cemetery plots or burial vaults;
- (3) vacant land “You” own or rent from others, excluding farm land;
- (4) land where “You” or an independent contractor is building a one or two-family residence to be occupied by “You”.
- (5) premises “You” are using or where “You” are temporarily residing if “You” do not own such premises.

### 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 Declaration Page. Each person insured is a separate insured but this does not increase the limit of insurance.

### LEGAL LIABILITY

“We” will pay all sums which “You” become legally liable to pay as compensatory damages because of “Bodily Injury” or “Property Damage”.

The amount of insurance is the maximum amount “We” will pay, under one or more Sections of Legal Liability Coverage, for all compensatory damages in respect of one accident or occurrence other than as provided under Defense, Settlement, Supplementary Payments.

“You” are insured for claims made against “You” arising from:

1. **Personal Liability** – legal liability arising out of “Your” personal actions anywhere in the world.

“You” are not insured for claims made against “You” arising from:

  - (a) the ownership, use or operation of any motorized vehicle, trailer or watercraft, except those for which coverage is shown in this Policy;
  - (b) damage to property “You” own, use, occupy 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.

2. **Premises Liability** – legal liability arising out of “Your” ownership, use or occupancy of the premises defined in Section II. This insurance also applies if “You” assume, by a written contract, the legal liability of other persons in relation to “Your” premises.

“You” are not insured for claims made against “You” arising from:

- (a) damage to property own, use, occupy or lease;
- (b) damage to property in “Your” care, custody or control;
- (c) damage to personal property or fixtures as a result of work done on them by “You” or anyone on “Your” behalf;
- (d) “Bodily Injury” to “You” or to any person residing in “Your” household other than a residence employee.

3. **Tenants’ Legal Liability** – legal liability for “Property Damage” to premises, or their contents, which “You” are using, renting or have in “Your” custody or control caused by any insured peril applying to the principal dwelling insured by Section I of this Policy.

“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.

4. **Employers’ Liability** – legal liability for “Bodily Injury” to residence employees arising out of and in the course of their employment by “You”.

“You” are not insured for claims made against “You” resulting from the ownership, use or operation of aircraft while being operated or maintained by “Your” employee.

“You” are not insured for liability imposed upon or assumed by “You” under any workers’ compensation statute.

### **DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS**

“We” will defend “You” against any suit which makes claims against “You” for which “You” are insured under one or more Sections of Legal Liability Coverage 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 Legal Liability limit of insurance, “We” will pay:

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

### **VOLUNTARY MEDICAL PAYMENTS**

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

The amount of insurance shown on the Declaration Page is the maximum amount “We” will pay for each person in respect of one accident or occurrence.

“We” will not pay expenses covered by any medical, dental, surgical or hospitalization plan or law, or under any other insurance contract.

“We” will not pay “Your” medical expenses or those of persons residing with “You”, other than residence employees.

“We” will not pay medical expenses of any person covered by any workers’ compensation statute.

“You” are not insured for claims arising out of the ownership, use or operation of any motorized vehicle, trailer or watercraft, except those for which coverage is shown in this Policy.

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

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

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

### **VOLUNTARY PAYMENT FOR DAMAGE TO PROPERTY**

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

“You” are not insured for claims:

- (1) resulting from the ownership, use or operation of any motorized vehicle, trailer or watercraft, except those for which coverage is provided in this Policy;

- (2) for property "You" or "Your" tenants own or rent;
- (3) which are insured under Section I;
- (4) caused by the loss of use, disappearance or theft of property.

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

- (a) the actual cash value of the property at the time of loss;
- (b) what it would cost to repair or replace the property with materials of similar quality at the time of loss;
- (c) the amount shown on the Declaration Page.

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

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

- (i) the amount, place, time and cause of loss;
- (ii) the interest of all persons in the property affected;
- (iii) the actual cash value of the property at the time of loss.

If necessary, "You" must help "Us" verify the damage.

**VOLUNTARY COMPENSATION FOR RESIDENCE EMPLOYEES**

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

If "Your" employee does not accept these benefits or sues "You", "We" may withdraw "Our" offer, but this will not affect "Your" legal liability insurance. An employee who accepts these benefits must sign a release giving up any right to sue "You". "We" have the right to recover from anyone, other than "You", who is responsible for the employee's injury or death.

An injured employee will, if requested:

- (1) submit to physical examination at "Our" expense by doctors "We" select as often as "We" may reasonably require;
- (2) authorize "Us" to obtain medical and other records.

In case of death, "We" can require an autopsy before "We" make payment.

"We" will not pay benefits

- (a) unless "Your" employee was actually performing duties for "You" when the accident happened;
- (b) for any hernia injury;
- (c) for injury or death caused by war, invasion, act of foreign enemy, declared or undeclared hostilities, civil war, rebellion, revolution, insurrection or military power.

**Weekly Indemnity**

"Weekly indemnity" means two-thirds of "Your" employee's weekly wage at the date of the accident, but "We" will not pay more than \$200 per week.

**Schedule of Benefits - Voluntary Compensation for Residence Employees**

If "Your" employee dies from injuries received in the accident within the following 26 weeks, "We" will pay: to those wholly dependent upon him, a total of 100 times the weekly indemnity in addition to any benefit for Temporary Total Disability paid up to the date of death; actual funeral expenses up to \$500.

**Temporary Total Disability**

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

**Permanent Total Disability**

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

**Injury Benefits**

If, as a result of the accident, "Your" employee suffers the loss of, or permanent loss of use of any of the following within 26 weeks of the accident, "We" will pay weekly indemnity for the number of weeks shown. These benefits will be paid in addition to Temporary Total Disability Benefits but no others and for not more than 100 times the weekly indemnity.

	<b>No. of Weeks</b>
1. Arm	
(a) at or above elbow.....	100
or	
(b) below elbow.....	80
or	
2. Hand at wrist.....	80
or	

	<b>No. of Weeks</b>
3.* (i) Thumb	
(a) at or above the second phalangeal joint.....	25
or	
(b) below the second phalangeal joint, involving a portion of the second phalange.....	18
* (ii) Index Finger	
(a) at or above the second phalangeal joint.....	25
or	
(b) at or above the third phalangeal joint .....	18
or	
(c) below the third phalangeal joint, involving a portion of the third phalange .....	12
* (iii) Any Other Finger	
(a) at or above the second phalangeal joint.....	15
or	
(b) at or above the third phalangeal joint .....	8
or	
(c) below the third phalangeal joint, involving a portion of the third phalange .....	5
4. Leg	
(a) at or above knee.....	100
or	
(b) below knee .....	75
or	
5. Foot at ankle .....	75
or	
6.** (i) Great Toe	
(a) at or above the second phalangeal joint.....	15
or	
(b) below the second phalangeal joint, involving a portion of the second phalange.....	8
** (ii) Any Other Toe	
(a) at or above the second phalangeal joint.....	10
or	
(b) at or below the third phalangeal joint.....	5
or	
(c) below the third phalangeal joint, involving a portion of the third phalange .....	3
7. (i) One eye .....	50
or	
(ii) Both .....	100
8. (i) Hearing of one ear.....	25
or	
(ii) Hearing of both ears .....	100

NOTE: For a combination of two or more of the items marked \*, "We" will not pay more than 80 times the weekly indemnity.

For a combination of two or more marked \*\*, "We" will not pay more than 35 times the weekly indemnity items.

### Medical Expenses

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

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

"We" do not insure "You" for costs recoverable from other insurance plans

### SPECIAL LIMITATIONS

#### Watercraft "You" Own:

"You" are insured against claims arising out of "Your" ownership, use or operation of a watercraft equipped provided the watercraft does not exceed 8 metres (26 feet) in length and is equipped with an outboard motor or motors of not more than 12 kW (16) HP in total when used with or on a single watercraft or has an inboard or an inboard-outboard motor of not more than 38 kW (50 HP).

If "You" own any motors or watercraft larger than those stated above, "You" are insured only if they are shown on the Declaration Page. If they are acquired 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.

**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" in Section II of this Policy.

"You" are not insured for damage to the watercraft itself.

**Motorized 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 19 kW (25 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 while in use on a golf course or within the confines of a trailer park;
- (3) motorized wheelchairs and scooters for the handicapped;
- (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.

**Motorized 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" in Section II of this Policy.

"You" are not insured for damage to the vehicle itself.

**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.

**Business and Business Property:**

"You" are insured against claims arising out of:

- (1) "Your" work for someone else as a sales representative, collector, messenger or clerk, provided that the claim does not involve injury to a fellow employee;
- (2) "Your" work as a teacher, provided the claim does not involve physical disciplinary action to a student or injury to a fellow employee;
- (3) the occasional rental of "Your" residence to others; rental to others of a one or two-family dwelling usually occupied in part by "You" as a residence, provided that no family unit includes more than two roomers or boarders per family;
- (4) the rental of space in "Your" residence to others for incidental office, school or studio occupancy;
- (5) the rental to others, or holding for rent, of not more than three car spaces or stalls in garages or stables;
- (6) activities during the course of "Your" trade, profession or occupation which are ordinarily considered to be non-business activities;
- (7) the temporary or part-time business pursuits of an insured person under the age of 21 years.

Claims arising from the following business pursuits are insured only if the properties or operations are declared on the Declaration Page:

- (a) the rental of residential buildings containing not more than 6 dwelling units;
- (b) the use of part of "Your" residence by "You" for incidental office, school or studio occupancy.

**LOSS OR DAMAGE NOT INSURED**

"You" are not insured for claims arising from:

- (1) "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;
- (2) "Your" business or any business use of "Your" premises except as specified in this Policy;
- (3) the rendering or failure to render any professional service;
- (4) "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;
- (5) the ownership, use or operation of any aircraft or premises used as an airport or landing strip, and all necessary or incidental operations;
- (6) the ownership, use or operation of any motorized vehicle, trailer or watercraft except those for which coverage is provided in this Policy;

- (7) the ownership, use or operation of any watercraft during participation in any race or speed contest other than a sailboat;
- (8) the transmission of communicable disease by any person insured by this Policy;
- (9) any type of actual or alleged discrimination including discrimination due to sex, age, marital status, colour, race, creed or national origin;
- (10) sexual, physical, psychological or emotional abuse, molestation or harassment, including corporal punishment by, at the direction of or with the knowledge of any person insured by this Policy;
- (11) failure of any person insured by this Policy to take steps to prevent sexual, physical, psychological or emotional abuse, molestation or harassment or corporal punishment.
- (12) "Bodily Injury" or "Property Damage" arising out of:
  - (a) the erasure, destruction, corruption, misappropriation or misinterpretation of "data";
  - (b) erroneously creating, amending, entering, deleting or using "data".

## **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:

- (1) help "Us" obtain witnesses, information and evidence about the accident and co-operate with "Us" in any legal actions if "We" ask "You";
- (2) immediately send "Us" everything received in writing concerning the claim including legal documents.

### **Unauthorized Settlements – Legal Liability:**

"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" – Legal Liability:**

"You" shall not bring suit against "Us" until "You" have fully complied with all the terms of this Policy, nor until the amount of "Your" obligation to pay has been finally determined, either by judgment against "You" or by an agreement which has "Our" consent.

### **Action Against "Us" – Voluntary Medical Payments and Voluntary Payment for Damage to Property:**

"You" shall not bring suit against "Us" until "You" have fully complied with all the terms of this Policy, nor until 60 days after the required PROOF OF LOSS FORM has been filed with "Us".

### **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.