

CONDOMINIUM UNIT OWNER'S POLICY

YOUR COVERAGE OVERVIEW

This overview is only a brief guide to your policy coverage. In the event of a loss the "Details of Your Coverage" sections apply and not this overview.

Damage caused by events covered by your policy include:

Accidental water escape from a plumbing system, appliance, or swimming pool	Smoke from a cooking appliance
Frozen pipe rupture in the heated portion of your unit resulting in the escape of water	Wind or windstorm
Water entry through the roof when an opening is created by wind	Theft or vandalism caused by a stranger
A fire, including fire following an earthquake	Your child breaking a neighbor's window while playing baseball

Damage caused by events NOT covered by your policy include:

Damage caused by repeated leakage or seepage of water	Damage caused by skunks, raccoons, birds, vermin, rodents, bats, and insects
Accidental breakage of fragile personal belongings including glassware, chinaware, collectables, and fine arts	Deterioration or lack of maintenance
Freezing of pools and hot tubs in an unheated portion of your unit	Bodily injury to any person living in your household
Intentional acts committed by you including arson	Wear and tear, defect, breakdown or the cost of repairing faulty workmanship

Your property coverage includes:

Personal belongings on your premises, including those in a storage locker	Personal belongings of a student living away at school
Damage to your unit if the condominium corporation insurance is inadequate	Personal belongings of your parents, or relatives in your legal guardianship, if residing in a long-term care home
Damage to improvements you made to your unit	Extra expenses after a loss
Special assessment valid under condo corporation bylaws or rules	

Your liability coverage includes:

Liability arising out of the ownership or personal use of your premises insured by this policy	Liability for injury or damage you cause to others while acting as a volunteer
Liability for your negligent unintentional acts causing bodily injury or property damage anywhere in the world	No-fault payments for accidental damage and injury
Liability arising out of your ownership of a pet or use of certain watercraft	A lawyer to defend you if you are sued for covered claims
Liability for the temporary residence of a student while living away from your Unit and attending school	

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Items with specific dollar limits:

Bicycles	Personal belongings of your parents, or relatives in your legal guardianship, if residing in a long-term care home
Golf carts	Belongings in a safety deposit box
Watercraft	Computer software
Jewelry, Watches, and Furs	Business property
Collectables	Currency
Silverware	Securities
Wine and Spirits Collection	Spare automobile parts
Personal belongings ordinarily kept at your workplace	

Specific conditions of your coverage:

Coverage will be impacted if the below conditions are not met:

Freezing

If you are away from your unit for more than 14 consecutive days, for coverage to apply due to freezing you must:

- Have a person enter your unit periodically to ensure that heating is being maintained; or
- Shut off the water supply and drain all pipes and appliances; or
- Have your heating system connected to a heating alarm system, monitored twenty-four (24) hours per day by an alarm monitoring service.

Business use

Only the following business uses of your unit are permitted:

- As a personal office;
- If your unit is occupied by you as a principal dwelling, no more than two roomers or boarders living in the unit at any time with you;
- Rental of your entire unit to not more than two families; or
- If your unit is occupied by you seasonally, the occasional rental of your entire unit is permitted, but for no more than 30 days in one policy period.

Vacant

There is no coverage under this policy when your unit has, to your knowledge, been vacant for more than 30 consecutive days. Even if your unit has, to your knowledge, been vacant for less than 30 consecutive days, or if we issued a vacancy permit to you, there is no coverage for loss arising directly or indirectly from vandalism, malicious acts, glass breakage, or water damage.

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Our commitment to you

We will provide the insurance described in this policy in return for payment of the premium shown on the Policy Declaration Page(s).

All amounts of insurance, premiums, and other amounts referenced in the policy are in Canadian currency.

The Policy Declaration Page(s) summarizes the coverages and amounts of insurance that we have agreed to provide you and the period for which we provide them to you. If we broaden coverage under this policy form during your policy term, you will receive the benefits immediately at no additional cost.

How to read your policy

Please read the policy carefully to determine your coverage, your rights, and your responsibilities.

Your policy is written in simple language so that it is easy to understand. It is part of a legal contract between the named insured and us and consists of:

- Your Policy Declaration Page(s);
- This "Details of Your Coverage" (policy form);
- Optional endorsements to this policy form, where specifically shown on your Policy Declaration Page(s); and
- Provincial Statutory Conditions.

This policy form consists of three sections:

- Section I — Property Coverage, which describes the insurance coverage provided for your property;
- Section II — Liability Coverage, which describes the insurance coverage provided for your legal liability to others and includes certain voluntary payment options; and
- Section III — General Conditions, which describes the conditions which apply to Section I and II.

Reference to a key term as indicated by quotation marks around the term will include a definition. For each reference to the key term, that same meaning is applied throughout this policy.

"You" or "your"

By "you" and "your", we mean those people identified as Named Insureds on the Policy Declaration Page(s) and the following people, each of whom is an "Insured":

- The Named Insured's spouse, as defined by law applicable in the province where the insured premises is located, while living in the Named Insured's household;
- The Named Insured's relatives, and any people under the age of majority in the Named Insured's care, while living in the Named Insured's household;
- Any student attending school, college, or university that is dependent upon the Named Insured for support, even if temporarily living away from the premises;
- The Named Insured's parents, or relatives in the Named Insured's legal guardianship, if residing in a long-term care home; and
- The Named Insured's unmarried partner, over the age of majority, that cohabits with the Named Insured.

In addition, for Section ii — Liability Coverage only, "you" and "your" also includes the following:

- A residence employee while acting in the course of their employment by any Insured, if their duties are to perform household or domestic services in connection with the maintenance or use of the premises. This does not include persons while performing duties in connection with your business;
- Any person legally liable for damages arising out of the use, operation or care of a watercraft or animal owned by any Insured and to which this insurance applies. This definition does not include anyone using or having custody of the watercraft or animal in the course of any business or without permission given by an Insured;
- Any Insured's executor or power of attorney having custody of insured premises, but only with respect to liability arising out of ownership, use, or occupancy of the premises or other property insured by this policy;
- Any Insured who, at the time of the Named Insured's death, continues to live in the insured premises; or
- If the insured premises is situated on leased land, the owner of the leased land, but only with respect to liability arising solely and directly out of the Named Insured's ownership, use, or occupancy of the premises.

If you are a "legal entity," such as a corporation, partnership, or society, by "you," and "your," we strictly mean the legal entity, and not the legal entity's officers, directors, shareholders, individual partners, members, employees, or agents.

"Us", "we", or "our"

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By "us", "we", or "our", we mean the Company or Insurer providing insurance under this policy form.

"Premises" and "unit"

By "your premises" or "the premises" we mean your insured condominium or strata lot unit and its detached private structures, garages, parking stalls, storage rooms or lockers as well as private approaches reserved exclusively for your use or occupancy.

By "your unit" or "the unit" we mean your insured condominium unit, strata lot or exclusive portion described in the Condominium Declaration, Co-ownership Declaration or the relevant Provincial Condominium Act or Strata Property Act that is reserved for your exclusive use or occupancy.

SECTION I — PROPERTY COVERAGE

What are you insured against?

We insure you against "insured events", which are all risks of direct physical loss or damage to insured property, subject to the terms, conditions, and exclusions of this policy.

Coverage C - Personal belongings or Landlord Belongings

If your unit is occupied by you as your principal or seasonal dwelling, Coverage C applies to your personal belongings or to the personal belongings of others while in your possession, anywhere on your premises or while temporarily removed, provided these belongings are not covered by other insurance.

If you rent your entire unit to others, we insure your "landlord belongings" owned or used while on your premises which are usual to the ownership or maintenance of your rented unit. By landlord belongings we specifically mean landscaping equipment, maintenance equipment, and household appliances or furnishings. Burglary and theft coverage are limited to loss or damage to refrigerators, stoves, freezers and automatic dishwashing and laundry equipment.

Personal belongings not covered

We do not insure loss or damage to:

1. Automobiles, motorized vehicles, trailers, drones and aircraft, or their parts and equipment, except as provided under *Other Limits of Coverage*. This exclusion does not apply to household maintenance equipment such as lawn mowers and snow blowers, golf carts while in use on a golf course, watercraft, wheelchairs, bicycles, children's toys, personal transporters, scooters, and power assisted bicycles which do not require a license to operate.
2. Sporting equipment where the loss or damage is due to its use.
3. Goods held for sale, product samples, business records, or related data.
4. Evidence of debt or title.
5. Cryptocurrency.
6. Personal belongings in any fairground or exhibition for the purpose of exhibition or sale.
7. Personal belongings while being repaired, refurbished, or otherwise worked upon, where the loss or damage results from such work.
8. Personal belongings ordinarily kept at other locations you own, rent, lease or occupy, except while you are temporarily living away from the insured premises for the purpose of attending school, college, or university on a full-time basis.
9. Personal belongings located in storage facilities for longer than 90 days or the expiry of this policy, whichever occurs first.
10. Personal belongings while rented or leased to others.
11. Personal belongings owned by your tenants, roomers, or boarders.
12. Personal belongings illegally acquired, kept, transported, or lawfully seized or repossessed.

Coverage D - Extra expenses after a loss

Extra expenses after a loss

If you cannot live in your unit as a result of an insured event then, regardless of the number of insureds, we will pay a maximum of up to \$50,000 in total for any one or a combination of:

- Your reasonable moving expenses and any increase in your usual household expenses; and
- The fair rental value of the rented portion of your premises.

By "fair rental value" we mean that if you currently rent or hold for rent a part of your premises to a tenant, roomer, or boarder, and you lose rental income because your premises cannot be lived in as a result of an insured event, coverage applies to your loss of net rental income until your premises can be re-occupied.

"Net rental income" means the amount of rent you would have received, less any expenses that do not continue while that part of the condominium rented or held for rental is unfit for occupancy.

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Prohibited access

If access to your premises is prohibited by civil authority caused by an insured event or a threat of an insured event to neighbouring property, we will pay the resulting extra expenses after a loss, and the resulting loss of fair rental value only up to the maximum amount provided under extra expenses after a loss, detailed above.

By "civil authority", we mean any person authorized by government and acting under legislative authority with respect to the protection of persons and property in the event of an emergency.

Length of payments

Payments for extra expenses after a loss will continue until a reasonable length of time has passed to repair or rebuild your unit, or for your household to become permanently settled elsewhere.

If your unit is occupied by you seasonally, fair rental value payment will be limited to a period not exceeding 30 days.

If access to your unit is prohibited by order of a civil authority, these payments will be limited to a period not exceeding 30 days from the date of the order.

Special Condominium Coverages (all provinces excluding Quebec)

We will pay up to the amount shown on the Policy Declarations Page(s) for anyone, or a combination of, the Special Condominium Coverages as long as the damage is a result of an insured event:

Unit Contingency Coverage

We will pay for damage to your unit, if the Condominium Corporation has no insurance, its insurance is inadequate, or it is not effective. However, if the Condominium Corporation has no insurance for the loss, we will not pay more than \$50,000.

Without increasing the amount of this coverage, we will also cover up to \$100,000 of the portion of the damage to your unit caused by an insured event that is excluded under the deductible clause in the Condominium Corporation's insurance policy and for which you are responsible, as required by provincial legislation.

By "Condominium Corporation", we mean a condominium or strata corporation, established under provincial legislation.

Unit Improvements Coverage

We will pay for damage to unit improvements you made, acquired, or for which you are held responsible including:

- Any building, detached private structure, swimming pool, hot tub, and attached equipment on your premises
- Materials and supplies on your premises for use in such improvements and betterments.

Property Loss Assessment Coverage

We will pay for your share of any Condominium Corporation special assessment if:

- The special assessment is caused or arises directly as a result of a peril insured under the Condominium Corporation's policy; and
- The special assessment is valid under the Condominium Corporation's governing rules; and
- The special assessment is made necessary by a direct physical loss or damage to the collectively owned Condominium Corporation property which is not otherwise excluded in this policy.

If an assessment is due to a deductible in the Condominium Corporation's insurance policy, we will not pay more than the limit shown on your Declaration page(s) for the Loss Assessment Deductible.

If you purchased earthquake coverage, we will not pay more than the limit shown on your Declaration page(s) for the Earthquake Loss Assessment Deductible.

Where the collectively owned Condominium Corporation property is not insured in the Condominium Corporation policy to 100% of the replacement value (based on the most recent depreciation report, reserve fund study, insurance appraisal, replacement cost appraisal or equivalent report obtained by the Condominium Corporation prior to the loss), the most we will pay under this coverage is \$100,000.

Special Condominium Coverages (Quebec only)

We will pay up to the amount shown on the Policy Declarations Page(s) for anyone, or a combination of, the Special Condominium Coverages as long as the damage is a result of an insured event.

By Condominium Corporation, we mean the syndicate or the meeting of co-proprietors, established under provincial legislation. Syndicate means the legal entity that represents the condominium unit owners.

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Unit Improvements Coverage

We will pay for damage to improvements and betterments to your unit and your common portion for exclusive use, including:

- Any building, detached private structure(s), swimming pool(s), hot tub(s), and attached equipment on the premises;
- Materials and supplies on the premises for use in such improvements and betterments.

Property Loss Assessment Coverage

We will pay for your share of any special assessment if:

- The assessment is valid under the Condominium Corporation's governing rules; and
- You are responsible, as required by provincial legislation, for the contribution to common expenses arising from a direct loss to Condominium Corporation property which is not otherwise excluded in this policy.

This coverage does not apply to any loss assessment resulting from the application of a deductible.

If the Condominium Corporation has inadequate insurance, will cover 100% of your share of the special loss assessment, less the portion relative to the Condominium Corporation's deductible.

Where the common portion, for exclusive use and non-exclusive use, is not insured in the Condominium Corporation policy to 100% of the replacement value (based on the most recent depreciation report, reserve fund study, insurance appraisal, replacement cost appraisal or equivalent report obtained by the Condominium Corporation prior to the loss), the most we will pay under this coverage is \$100,000.

If the Condominium Corporation has no insurance, we will cover 90% of your share of the special loss assessment, to a maximum of \$50,000.

Conditions of your coverage

The conditions below are applicable to Section I – Property Coverage.

Use of premises

Your premises must be used as your principal, secondary, seasonal, or rented condominium.

We only permit the following business uses of your unit:

- As a personal office;
- If your unit is occupied by you as a principal dwelling, no more than two roomers or boarders living in the unit at any time with you;
- Rental of your entire unit to not more than two families; or
- If your unit is occupied by you seasonally, the occasional rental of your entire unit is permitted, but for no more than 30 days in one policy period.

Coverage does not apply to your premises or personal belongings used for any purpose not outlined above, unless stated on your Policy Declaration Page(s).

Vacant

There is no coverage under this policy when your condominium unit has, to your knowledge, been vacant for more than 30 consecutive days. By vacant, we mean all residents have moved out with no intent to return, or the condominium unit does not contain furnishings or household belongings sufficient to make it habitable.

If the occupancy is indicated as vacant on your Policy Declaration Page(s), the Vacancy Permit will apply, and it is understood that the unit indicated on the Policy Declaration Page(s) may remain vacant for the policy term shown.

The addition of the Vacancy Permit indicates that you agree that your unit will be under the supervision and care of a competent person during the term the unit is vacant, and the doors and windows will be securely closed and locked, and all rubbish will be removed from the unit; otherwise the Vacancy Permit will be null and void.

Even if your unit has been vacant for less than 30 consecutive days or if the Vacancy Permit has been applied, there is no coverage for claims arising or caused directly or indirectly by:

- Vandalism;
- Malicious acts;
- Glass breakage; or
- Water damage.

What is excluded?

Property excluded:

We do not insure any loss or damage to:

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1. Buildings or structures used in whole or in part for business or farming purposes, unless stated on your Policy Declarations Pages(s) or as indicated under the business use conditions. By "business use", we mean any continuous or regular activity for financial gain including a trade, profession, occupation, or agricultural/farming operations including hobby farms. However, we will allow you to keep sheep, goats, swine, poultry or any other farm animals in a quantity permitted by local by-law or other laws, provided your premises are not zoned for agricultural purposes by the authority having jurisdiction, and you do not earn any income from keeping the animals.
2. Retaining walls, unless the damage is caused by fire, lightning, impact by watercraft, land vehicle or aircraft, vandalism, and malicious acts.
3. Animals, birds, or fish where the damage is caused by theft, impact by a motorized vehicle or other object(s), illness, disease, or injury.
4. Solar panels and wind turbines used, in whole or in part, for the purposes of generating additional income.

Causes of loss excluded

We do not insure loss or damage caused directly or indirectly, in whole or in part by, or resulting from, contributed to, or aggravated by:

1. Flooding, which means:
 - Waves, tides, tidal waves, tidal waters or tsunami;
 - Escape of water from any natural or artificial body of water other than a swimming pool; or
 - Spray from any of these.
2. Waves, tidal waves, tsunami, high water, all whether driven by wind or not.
3. Ice or waterborne objects, whether driven by wind or not.
4. The backing up or escape of water from a sewer, sump, interior floor drain, or septic tank.
5. Surface water and water below the surface of the ground, which exerts pressure on or comes through:
 - Sidewalks, driveways;
 - Foundations, walls, floors; or
 - Doors or windows.

This exclusion does not apply to escape of water from a swimming pool or public watermain.

6. Freezing, unless freezing happens within a heated portion of your premises and you have not been away from your premises for more than 14 consecutive days. If you are away from your premises for more than 14 consecutive days, in order for coverage to apply you must:
 - Have a person enter your unit periodically to ensure that heating is being maintained; or
 - Shut off the water supply and drain all pipes and appliances; or
 - Have your heating system connected to a heating alarm system monitored twenty-four hours per day by an alarm monitoring service.

This exclusion does not apply to any fire suppression system installed within your premises.

7. Continuous or repeated seepage or leakage of water, including condensation.
8. Earthquake, snowslide, landslide, or any other earth movement. We will, however, cover ensuing loss or damage caused by fire or explosion.
9. Hail.
10. Theft or attempted theft by any tenant, roomer, or boarder, or members of their household.
11. Intentional or criminal acts of:
 - Anyone insured by this policy; or
 - Other people at the direction of anyone insured by this policy.

If you neither agreed to nor took part in such intentional or criminal act, this exclusion does not apply to you.

12. Use of any part of your premises for the cultivation, harvesting, processing, manufacture, distribution, storage or sale of any illegal drug, narcotics, pharmaceuticals, or substance falling within the *Cannabis Act* or schedules to the *Controlled Drugs and Substances Act* or any successor legislation including but not limited to illegal cannabis plants and cannabis derivatives as defined in federal and provincial legislation.

This exclusion does not extend to cannabis plants grown legally for personal recreational use by you or your tenant, but only if the number of plants grown complies with limits set by applicable federal, provincial, or municipal legislation. However, if you exceed the number of cannabis plants allowed by such law or by-law, coverage under this policy is excluded even if you have grown the cannabis plants for personal medicinal use.

13. Alteration of your premises to facilitate activities excluded by the above exclusion 12, whether or not you had any prior knowledge of such activities.
14. Skunks, raccoons, birds, vermin, rodents, bats, and insects.
15. Any communicable disease.
16. Settling or expansion, contraction, moving, bulging, buckling, or cracking. We will, however, cover resulting damage to glass.
17. Rust or corrosion, wet or dry rot, fungi or spores, or contamination. By fungi or spores, we also mean any type of mould, yeast, mushroom, or mildew, and any substance, vapor or gas produced by, emitted from, or arising out of a fungi or spores.
18. Any nuclear incident as defined in the *Nuclear Liability Act* or any other law or statute, except for ensuing damage directly from fire or explosion of natural, coal or manufactured gas.
19. Contamination by radioactive material.
20. War, invasion, act of foreign enemy, declared or undeclared hostilities, civil war, rebellion, revolution, insurrection, or military power.

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21. Terrorism or any activity or decision of a government agency or other entity to prevent, respond to, or terminate terrorism. We will, however, cover ensuing loss or damage caused by fire or explosion.
- By "terrorism" we mean, an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group, organization, or government, for the purpose of influencing any government or instilling fear in the public or a section of the public.

Damage excluded

We do not insure you for:

1. Wear and tear, marring or scratching, deterioration, defect or mechanical breakdown, or the cost of repairing faulty material or workmanship.
2. Breakage of fragile or brittle belongings including but not limited to bric-a-brac, glassware, chinaware, collectables of any kind, fine arts, and marbledware.
3. Costs to recover, gather, assemble, or recreate any data, meaning information or concepts in any form, however caused.
4. Items grown for commercial purposes.

Included additional coverages

Credit or debit card, forgery, and counterfeit money coverage

We will pay up to \$10,000 in total for any combination of the following coverages during your policy period regardless of the number of claims or the number of insureds sustaining loss:

- Your legal obligation to pay because of the theft or unauthorized use of your credit or debit card;
- Loss to you caused by forgery or alteration of cheques, drafts, or other negotiable instruments;
- Loss by your acceptance, in good faith, of counterfeit Canadian or United States paper currency.

There is no coverage:

- If the loss is caused by a resident of your premises or by a person to whom you have entrusted your cards, cheques, drafts, or negotiable instruments; or
- If you have not complied with all the terms and conditions under which your cards were issued.

No deductible will apply to this additional coverage.

Fire department service charges

We will reimburse you for fire department charges up to \$10,000 incurred when a fire department is called to your premises to protect your property from an insured event. No deductible will apply to this additional coverage.

Tear Out

If walls, ceilings or other parts of insured buildings or structures must be removed or torn apart before water damage covered by this form 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.

Green coverage enhancement

If the basis of settlement is Replacement Cost, we will pay up to \$10,000 for increases in direct cost to repair or replace insured property damaged or destroyed by an insured event using "Environmentally Friendly Products" of your choice. "Environmentally Friendly Products" mean any product meeting eco-labelling standards as defined by the International Organization for Standards (ISO) and bearing a label from any certifying body whose certification mark complies with the ISO standard.

Identity theft expenses

Provided you first became aware of your identity theft during the policy period, we will pay for the following identity theft expenses, up to a maximum of \$10,000 in total regardless of the number of claims or insureds sustaining loss.

By identity theft, we mean a third party obtaining or possessing key pieces of information about your identity and knowingly using it, without your permission, with the intent of committing a crime.

Coverage is limited to the direct and reasonable identity theft expenses associated with:

- Notarizing required fraud affidavits or similar documents;
- Correspondence, including certified mail and long-distance calls, with government agencies, financial, and credit institutions;
- Lost wages as a result of time taken off work to correspond with the above parties, subject to a limit of \$500 per week for net earnings, up to a maximum aggregate of \$2,000;
- Loan application fees to re-apply for rejected loan(s) associated with the identity theft committed;
- The services performed by an organization hired by you to assist in addressing the effects of the identity theft;

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- Legal fees incurred with prior notice given to us and our approval for:
 - Defense of lawsuits brought against you by merchants or collection agencies;
 - The removal of criminal or civil judgments wrongly entered against you; and
 - Challenging the accuracy of any of your information in a credit report.

We do not cover:

- A loss or damage already coverable under the Credit or Debit Card, Forgery and Counterfeit Money Coverage section of your policy; or
- Identity theft expenses arising out of your business pursuits.

Lock replacement

We will pay up to \$500 to replace or re-key the locks on your unit if the keys are stolen. No deductible will apply to this additional coverage.

Moving to a new residence

If you are moving to another location in Canada to be used as your principal dwelling, we insure your personal belongings while in transit to and at that other location. Your personal belongings will be insured for a maximum of 30 consecutive days, from the date the personal property is removed from the premises but not beyond the date the policy expires or is terminated.

Refrigerator and freezer food coverage

We will pay for a loss or damage to food while in a refrigerator or freezer located on your premises caused by interruption of electricity or by mechanical breakdown of the refrigerator or freezer.

We will not pay for:

- Spoilage resulting from accidental or deliberate disconnection of electricity;
- Improper wrapping, packing, or handling of the food; or
- Natural spoilage of the food itself.

Reward coverage

We will pay \$1,000 for information which leads to a conviction for burglary, robbery, theft, or arson in connection with a loss to property that we insure. The limit itself will not be increased regardless of the number of persons providing information. No deductible will apply to this additional coverage.

Optional events coverages

Each of the coverages in this section of the policy only applies if purchased and shown on your Policy Declaration Page(s) and only up to the specific limit shown for each coverage. The coverage provided is subject to the terms of your policy, except where specifically modified to differ.

Hail coverage

This extends your coverage to include loss or damage caused by hail.

Deductible

This coverage is subject to the deductible shown on your Policy Declaration Page(s) for this specific coverage.

Sewer backup coverage

This extends your coverage to include loss or damage caused by the backing up or escape of water from a sanitary sewer, sump, interior floor drain, or septic tank provided that flood or overland water has not also entered your condominium building from another entry point. If flood water or overland water is found to have entered your condominium building from another entry point, this optional events coverage does not apply.

Your coverage is also extended to include up to an additional \$15,000 for loss or damage to a water service line located on the premises caused by a leak, break, tear, rupture, or collapse if you are responsible for the water service line's repair or replacement. This limit includes the cost of tear out and the cost of replanting or replacement of trees, plants, shrubs, and lawns to repair damage related to the water service line.

By water service line, we mean water piping that connects to a water supply; drain piping that drains water away from your premises; and water or steam piping connecting a heating system to your premises.

Deductible

This coverage is subject to the deductible shown on your Policy Declaration Page(s) for this specific coverage.

Overland water coverage

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This extends your coverage to include loss or damage to your premises caused directly or indirectly by surface waters or ground waters entering your premises as a result of the sudden accumulation of rain, spring run-off, or overflow from freshwater lakes or rivers. This optional event coverage includes coverage for sewer backup only when it is concurrent to damage to your premises caused by a surface water event.

Deductible

This coverage is subject to the deductible shown on your Policy Declaration Page(s) for this specific coverage.

Earthquake coverage

This extends your coverage to include loss or damage directly or indirectly caused by earthquake or earthquake shock, including any ensuing event otherwise insured herein; and including snowslide, landslide, or other earth movements occurring concurrently with and directly resulting from an earthquake shock.

Each loss caused by earthquake will constitute a single claim hereunder, provided that more than one earthquake shock occurring within any consecutive 168 hours during the term of this policy will be deemed a single earthquake. Notwithstanding the above, we will not be liable for any loss or damage caused by any earthquake shock occurring before this endorsement becomes effective nor for any loss or damage caused by an earthquake shock occurring after the expiration of this policy.

This extension does not cover loss or damage caused directly or indirectly by flood of any nature, waves, tidal waves, tsunamis, high water, waterborne objects, or ice – whether or not caused by or attributable to earthquake.

This extension does cover loss or damage to insured property, caused by wind, hail, rain or snow entering a building through an opening in the roof and/or walls directly resulting from an earthquake.

Deductible

This coverage is subject to the deductible for your personal belongings as shown on your Policy Declaration Page(s) for this specific coverage.

Amounts of insurance

Your amounts of insurance for your personal belongings, extra expenses after a loss and special condominium coverages will be as shown on your Policy Declarations Page(s) for this specific coverage.

Each amount of insurance under this policy form is the most that we will pay under that coverage for all loss or damage arising out of one insured event. These amounts include the cost of removing debris from the premises if it was caused by an insured event.

Any payment for loss or damage will not reduce the amounts of insurance that are provided for by this policy.

Policy deductible

We will pay only the amount of loss or damage that we insure which exceeds the deductible amount stated on your Policy Declaration Page(s) with respect to any one loss, unless otherwise stated.

Deductible waiver

If an insured event exceeds \$25,000, we will waive the deductible amount shown, except that this waiver of the deductible does not apply to loss or damage caused by or occurring after an earthquake, if Earthquake coverage is included as an Optional Events Coverage.

Multiple deductibles applying to the same loss

In a single policy, if more than one deductible applies to an insured event only the highest of such deductibles will be required to be applied to the loss, subject to the loss or damage not being caused by or occurring after an earthquake, if Earthquake coverage is included as an Optional Events Coverage.

Special limits for coverage C - personal belongings

If your claim involves personal belongings subject to the special limits below, the limits stated are the maximum payable for loss or damage.

Specialty belongings

The total combined limit for your specialty belongings is \$10,000 subject to a per item maximum of \$3,000. Your specialty belongings include:

For all insured losses

Bicycles, their equipment and accessories

Computer software

Golf carts, their furnishings, equipment and accessories, while in use on a golf course

Personal belongings in a safety deposit box located at a financial institution

Personal belongings located at a long-term care home

Watercraft, their furnishings, accessories, equipment and motors

Wine and Spirits Collection

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Fine Arts

For theft or mysterious disappearance losses

Collectables, including sports cards, comic books, sports memorabilia, rare or signed books, coins and stamps

Jewelry, watches, gems, and furs

Silverware

Other limits

Your other limits include:

For all insured losses	Combined Limit
Business property, meaning property pertaining to your business, trade, profession, or occupation, but only while on your premises	\$10,000
Money, bullion, or cash cards	\$500
Personal belongings ordinarily kept at your workplace	\$500
Securities	\$5,000
Spare automobile parts including related furnishings and equipment (excludes the spare parts and related furnishings and equipment of motorized vehicles, trailers, drones, and aircraft)	\$2,500
Legal cannabis and cannabis derivatives (including but not limited to, legal plants, product, equipment, and paraphernalia)	\$500

Basis of claims payment

The following Basis of Claims Payment options are applicable to Section I – Property Coverages and any Optional Events Coverages as shown on your Policy Declarations Page(s).

Personal Belongings and Unit Improvements Coverage

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.

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

For all other personal belongings and unit improvements, we will pay for insured loss or damage, based on:

- A replacement cost basis; or
- An actual cash value basis, if you decide not to repair or replace the damaged or destroyed property. Additionally, personal belongings of the following category types will also be settled on an actual cash value basis:
 - Articles that cannot be replaced with new articles because of their inherent nature, including antiques, fine arts, paintings and statuary;
 - Articles for which their age or history substantially contributes to their value, such as memorabilia, souvenirs, and collector items;
 - Property that has not been maintained in good or workable condition;
 - Property that is no longer used for its original purpose or is obsolete.

Replacement cost basis

This basis of settlement will be the cost to repair or replace the lost or damaged property, whichever is less, with new materials of similar kind, quality, and usefulness, without any deduction for depreciation.

We will settle on the basis of replacement cost only if the property lost or damaged is repaired or replaced as soon as reasonably possible, but in no case more than one year after the date of the loss or damage. Otherwise, we will pay on the basis of actual cash value.

Actual cash value basis

This basis of settlement will be the cost to repair or replace the lost or damaged property, whichever is less, with new materials of similar kind, quality, and usefulness, but with proper deduction for depreciation.

In determining the proper deduction for depreciation, we will consider:

- The condition of the property immediately before the loss or damage;

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- The use of the property and its obsolescence;
- Its resale value; and
- Its normal life expectancy.

Loss of part of a set or pair of belongings

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

Loss of parts of belongings

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

SECTION II – LIABILITY COVERAGE

The reference to a key term as indicated by quotation marks around the term will include a definition. For each reference to the key term within Section II – Liability and that same meaning will be applied.

This section of the policy deals with legal liabilities facing individuals. It begins with a description of the types of coverage available under this section:

- Coverage E - Personal Liability;
- Coverage F - No Fault Medical Benefit;
- Coverage G - No Fault Property Damage;
- Coverage H - No Fault Benefit for Residence Employee; and
- Coverage I – Condominium Liability Assessment Coverage

Each of these coverages apply up to the amount shown on your Policy Declarations Page(s).

This section concludes with a description of the type of events which, although legal liability may result, are not covered by this policy.

Coverage E - Personal liability

This coverage insures the following:

- Your legal liability, including while acting as a volunteer, to pay compensatory damages for “bodily injury” or “property damage” which occurs during the policy period anywhere in the world. By “bodily injury” we mean, any injury to a person's physical condition including pain, illness or resulting death. By “property damage”, we mean physical damage to, loss of use of, or destruction of tangible property.
- The legal costs of defending any action or legal proceedings against you alleging such legal liability. We reserve the right to select legal counsel and to negotiate and settle any such action if we decide this would be appropriate.
- Premiums for appeal bonds required in any insured lawsuit involving you and bonds to release any property held as security, up to the amount on insurance, but we are not obligated to apply for or provide these bonds.
- Expenses which you incur for emergency medical treatment to others following an event insured by this policy.

If the location described on the Policy Declaration Pages is not occupied by you as your principal dwelling, Coverage E - Personal Liability coverage, will be limited to your liability arising out of your ownership, use, or occupancy of the premises. By “principal dwelling”, we mean the home address the Named Insured registers with the Canada Revenue Agency.

Coverage F - No fault medical benefit

This coverage insures up to a limit of \$5,000 for reasonable medical expenses that result exclusively from:

- Bodily injury that you unintentionally caused to another person anywhere in the world during the policy period; or
- Bodily injury sustained by another person on your premises during the policy period.

The expenses must be payable within 365 days of the date when the bodily injury happened.

Coverage G - No fault property damage

This coverage insures up to a limit of \$1,000 for the replacement cost (as defined in Section I) of property of others. The cost must result exclusively from:

- Property damage that you unintentionally caused to another person's property anywhere in the world during the policy period; or
- Property damage caused by a child 12 years old or younger if you are the child's parent or guardian, to another person's property anywhere in the world during the policy period.

Coverage H - No fault benefit for residence employee

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We offer to pay this benefit up to a limit of \$20,000 to your residence employee if they are injured or die accidentally during the policy period while working for you if their work was in connection with the maintenance or use of the premises. We will agree to pay this benefit even if you are not legally liable.

This limit also includes the following costs incurred as a result of the employee's injury or death:

- Medical expenses your employee incurs.
- Costs of supplying or renewing artificial limbs or braces.
- Actual funeral expenses.

An employee who accepts this benefit must sign a release giving up any right to sue you, us, and any other insured, and if requested will submit to examination at our expense by medical doctors we select. The employee must also authorize us to obtain medical and other records.

We do not insure you for cost recoverable from other insurance plans or statutory schemes.

Coverage I - Condominium liability assessment

We will pay up to the amount shown on the Policy Declaration Page(s) when you are assessed under your Condominium Corporation's bylaws to offset a liability insurance loss which is not otherwise excluded by this policy.

This includes an assessment due to a deductible in the Condominium Corporation policy. If an assessment is made necessary by an earthquake deductible, we will not pay more than \$2,500. The condominium liability assessment deductible coverage does not apply in the province of Quebec.

What is excluded?

You are not insured for claims arising directly or indirectly from:

1. The ownership, operation or use of a watercraft or any equipment designed for attachment to a watercraft including watercraft that is used for business or organized racing purposes. This exclusion does not apply to:
 - Watercraft to which insurance has been specifically extended on your Policy Declarations Page(s);
 - Watercraft that has been leased or borrowed;
 - Watercraft equipped with a motor where the combined power is less than 50 HP and length is less than 8 meters (26 feet).
2. The ownership, operation or use of motorized vehicles, trailers, drones and aircraft, or their equipment (except household maintenance equipment such as lawn mowers and snow blowers, wheelchairs, bicycles, children's toys, personal transporters, scooters, and golf carts while in use on a golf course).
3. Your personal liability when you are a legal entity, except as your liability arises exclusively from your ownership, maintenance or use of the premises described on the Policy Declarations Page(s).
4. Your business or any business use of your premises except:
 - As specified in this policy or as declared on your Policy Declarations Page(s); or
 - The part-time business pursuits of an insured person under the age of 21 years.
5. Providing or failure to provide a professional service which includes services requiring specialized skill, training or qualifications in a profession regulated by custom or law. This exclusion applies even if such services are performed by a volunteer.
6. Any form of abuse, harassment or corporal or disciplinary actions or punishments, including the intentional or negligent failure to take steps to prevent these actions, by, at the direction of, or with the knowledge of any person insured by this policy.
7. Bodily injury to anyone living within your household.
8. Bodily injury or property damage caused by any intentional or criminal act or failure to act by:
 - Any person insured by this policy; or
 - Any other person at the direction of any person insured by this policy.
9. Bodily injury to an employee injured in the course of your business.
10. Property damage to property you own, rent, occupy, sell, give away, or abandon.
11. Property damage to property in your care, custody, or control.
12. Property damage to personal belongings or fixtures as a result of work done on them by you or anyone on your behalf.
13. Punitive damages or exemplary damages, meaning an amount that a court awards which is intended to be a punishment to you.
14. Your ownership of any premises not insured under this policy, except vacant land in Canada that you own or rent, other than farmland.
15. The erasure, destruction, corruption, misappropriation, misinterpretation of data, including the distribution or display of data in any form.
16. Use of any part of the premises for the cultivation, harvesting, processing, manufacture, distribution, storage or sale of any illegal drug, narcotics, pharmaceuticals, or substance falling within the *Cannabis Act* or schedules to the *Controlled Drugs and Substances Act* or any successor legislation including but not limited to illegal cannabis plants and cannabis derivatives as defined in federal and provincial legislation.

This exclusion does not extend to cannabis plants grown legally for personal recreational use by you or your tenant, but only if the number of plants grown complies with limits set by applicable federal, provincial, or municipal legislation. However, if you exceed the number of cannabis plants allowed by such law or by-law, coverage under this policy is excluded even if you have grown the cannabis plants for personal medicinal use.

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17. Alteration of your premises to facilitate activities excluded by the above exclusion 16, whether or not you had any prior knowledge of such activities.
18. The transmission of communicable disease, however caused.
19. Any fungi, spores or bacteria, however caused, including any expenses incurred to assess or otherwise deal with or dispose of fungi, spores or bacteria. This exclusion applies regardless of any other contributing cause that contributes concurrently or in any sequence to the claim.
20. 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.
21. Contamination by radioactive material.
22. War, invasion, act of foreign enemy, declared or undeclared hostilities, civil war, rebellion, revolution, insurrection or military power.
23. Terrorism, meaning an ideologically motivated unlawful act committed for the purpose of influencing any government and/or instilling fear in the public or a section of the public. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the claim.

SECTION III – GENERAL CONDITIONS

The conditions below are applicable to both Section I – Property Coverage and Section II – Liability Coverage, unless otherwise stated. If you fail to comply with these conditions, we have the right to deny insurance coverage to you.

After a loss

Unauthorized settlements

For a loss or damage insured under Section II, we will not indemnify you for any payment you make, any obligations you assume, or any expenses you incur, other than first aid.

Notice to authorities

For loss or damage insured under Section I, you must give immediate notice of such loss or damage to law enforcement agencies if such loss or damage is suspected to be due to malicious acts, burglary, robbery, theft, or attempted theft.

Your cooperation and duties

If a loss, accident, or occurrence happens, you must promptly notify us. As part of your notification, you are required to provide us with:

- The timing, location, and circumstances of the loss;
- The contact information of all known witnesses and potential claimants.

You are also required to:

- Help us obtain witnesses, information, and evidence about the loss and cooperate with us and any lawyer we appoint to defend you in any legal action;
- Send us everything received in writing, including any and all legal documents, immediately upon acquiring them as they relate to the claim.

After submitting proof of loss

After sending us the Proof of Loss for a loss which may be insured under Section I, we may require each insured to:

- Submit to examination under oath;
- Provide us access to all documents in your possession or control related to the application of insurance;
- Provide us with all documentation in support of the Proof of Loss; and
- Permit extracts and copies of such documents to be made at a reasonable place and time designated by us.

Right of subrogation

Applicable to all provinces in Canada except Quebec

If we make any payment or assume any liability under this policy then we will assume all your rights of recovery against any person, not including the Condominium Corporation, its directors, property managers, agents and employees, except in the event of arson or fraud.

We will not consider independent contractors as being agents or employees of the Condominium Corporation, its directors, property managers, or of the unit owners. Your right to recover from us is not affected by any release from liability entered into by you prior to loss.

We will be entitled to bring an action in your name to enforce our right of subrogation. We will have carriage and control of any such litigation, whether the action is commenced by us or you, until the litigation has been completed. You will cooperate fully with us and with any lawyer we appoint to bring such action in your name.

Where the net amount recovered after deducting the costs of recovery is not sufficient to provide a complete indemnity for the loss or damage suffered, the amount recovered will be divided between us and you in proportion to which the loss or damage has been borne by each.

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Applicable to the province of Quebec only

If we make any payment or assume any liability under this policy, then we will assume all your rights of recovery against any person liable for the loss. Subrogation applies up to the amount paid.

However, we agree to waive our right of subrogation, except with respect to criminal acts and gross or intentional negligence, relative to any claim against:

- (a) the syndicate;
- (b) a co-owner;
- (c) a person which is a member of a co-owner's household;
- (d) A person for whom the syndicate is required to enter into an insurance contract to cover that person's liability under the law.

Independent contractors shall not be considered agents or employees of the syndicate, its directors or property managers or of the unit owner.

Any release from liability entered into by you prior to the occurrence does not affect your right to recover.

Insurance under more than one policy

If you have other insurance or contracts containing indemnification clauses which apply 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 exhausted.

Termination

Declaration of Emergency

We will extend the expiry date of this policy if access to your residence described on the Policy Declaration Page(s) is prohibited by civil authority. This extension will apply until the prohibited access to your residence is no longer in effect plus an additional 30 days, but in no event shall the total term of this extension exceed 120 days from the expiry date of this policy.

Standard mortgage clause

This clause applies only if shown on your Policy Declaration Page(s). It is hereby provided and agreed that:

Breach of conditions by mortgagor, owner, or occupant

This insurance and every documented renewal thereof, as to the interest of the Mortgagee only therein, is and will 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 will notify forthwith the Insurer (if known) of any vacancy or non-occupancy extending beyond 30 consecutive days, or of any transfer of interest or increased hazard that will come to his knowledge; and that every increase of hazard (not permitted by the policy) will be paid for by the Mortgagee – on reasonable demand from the date such hazard existed, according to the established scale of rates for the acceptance of such increased hazard, during the continuance of this insurance.

Right of subrogation

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

Other insurance

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

Who may give proof of loss

In the absence of the Insured, or the inability, refusal, or neglect of the Insured to give notice of loss or deliver the required Proof of Loss under the policy, then the Mortgagee may give the notice upon becoming aware of the loss and deliver as soon as practicable the Proof of Loss.

Termination

Applicable to all provinces in Canada except Quebec

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The term of this mortgage clause coincides with the term of the policy; provided always that the Insurer reserves the right to cancel the policy as provided by Statutory provision but agrees that the Insurer will neither terminate nor alter the policy to the prejudice of the Mortgagee without the notice stipulated in such Statutory provision.

Applicable to the province of Quebec only

The term of this mortgage clause coincides with the term of the policy; provided always that the Insurer reserves the right to cancel the policy as provided by Articles 2477 and 2478 of the Civil Code of Quebec, but agrees that the Insurer will neither terminate nor alter the policy to the prejudice of the Mortgagee without fifteen days' notice to the Mortgagee by registered letter.

Foreclosure

Should title or ownership to said property become vested in the Mortgagee and/or assigns as owners or purchaser under foreclosure, or otherwise, this insurance will 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 will 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.

In Witness Whereof, the Insurer has executed this policy as evidenced by the signature of the authorized representative of the Insurer.

The Coverage provided by the Policy is subject to the Statutory Conditions and/or Conditions of the Policy and Variations in Conditions of the province in which the subject matter of this Insurance is located.

(Where mortgage interest is on building(s) only, the standard mortgage clause printed above is applicable unless special mortgage clause attached).

Subject nevertheless to the conditions endorsed hereon and all the terms of this Policy.

the expiry date of this policy.