



SECTION I -- PROPERTY DAMAGE COVERAGES

We insure only **occurrences** that arise while this insurance policy is in force.

Amounts of Insurance

The amount of insurance for each of Coverage A, C and D is written on the *Coverage Summary* page.

Upon renewal of the insurance policy, if *Inflation Protection* is written on the *Coverage Summary* page, we will automatically increase the amounts of insurance written on the *Coverage Summary* page for Coverage A, C and D according to the inflation.

Coverage A – Dwelling and Improvements and Betterments

We insure:

- (1) When the following are made, acquired or rented by you:
 - (a) Improvements and betterments made to your **unit** and **common portion for exclusive use**.
 - (b) Temporary or permanent outdoor installations, whether assembled or not, located on the **premises** or **common portions**.
Such installations include **detached private structures** and car shelters.
 - (c) Building fixtures and fittings removed from the **premises** and **common portions** for repair or seasonal storage.
The amount of insurance for such fixtures and fittings is equal to 10% of the amount of insurance written on the *Coverage Summary* page for *Coverage A – Dwelling and Improvements and Betterments*.
 - (d) Docks located on dry land of the **premises** or **common portions**. We also insure docks located:
 - along the shore of the condominium property;
 - on dry land of adjacent site of the condominium property.
 - (e) Outdoor inground swimming pools, inground spas, saunas and their equipment on the premises.
- (2) Materials and supplies intended for use in construction, alteration or repair of improvements or betterments that have been made to your **unit** or **common portion for exclusive use** and that are:
 - on the **premises**;
 - in the **common portions**;
 - on areas adjacent to the condominium property;
 - being transported.
- (3) The immovable elements of your **unit**, excluding improvements and betterments.
This coverage applies only if the **syndicate** has no insurance, its insurance is inadequate or it is not effective.

Limitation of Amount Payable for Certain Property

We will pay a maximum amount of \$5,000 for loss or damage caused by an insured peril to wind turbines, whether assembled or not, including their equipment and accessories.

Coverage C – Personal Property (Contents)

- (1) PROPERTY LOCATED ON THE PREMISES

When the following are located on the **premises** or **common portions**, we insure:

- (a) Personal property that is usual to a dwelling and that you own or use, including the following motorized vehicles:
 - Lawn mowers, snow blowers and garden-type tractors;
 - Boats or **watercraft**;
 - Wheelchairs, three-wheeled scooters and four-wheeled scooters, with one seat, specifically designed for the carriage of a person who has a physical disability and used as such;
 - Golf remote-control caddies;
 - Scooters and electric bicycles with a maximum speed of 32 km/h;
 - Electric vehicles for children with a maximum speed of 10 km/h.
- (b) **Drawn machinery** and trailers designed solely to transport a boat or **watercraft** and used as such.

- (c) Personal property that is usual to a dwelling, owned by a **student** insured under this insurance policy and located at the **student's** residence.

The amount of insurance for such personal property is equal to 10% of the amount of insurance written on the *Coverage Summary* page for *Coverage C – Personal Property (Contents)* or \$10,000, whichever is the greater.

- (d) If you wish, and provided that it is not covered by any other insurance, personal property that is usual to a dwelling and that belongs to others, while such property is in your possession and located in a portion of the premises which you occupy.

(2) PROPERTY TEMPORARILY AWAY FROM THE PREMISES

We insure:

- (a) Personal property that is usual to a dwelling and that you own or use, including the following motorized vehicles:

- Lawn mowers, snow blowers and garden-type tractors;
- Boats or **watercraft**;
- Wheelchairs, three-wheeled scooters and four-wheeled scooters, with one seat, specifically designed for the carriage of a person who has a physical disability and used as such;
- Golf remote-control caddies;
- Scooters and electric bicycles with a maximum speed of 32 km/h;
- Electric vehicles for children with a maximum speed of 10 km/h.

- (b) **Drawn machinery** and trailers designed solely to transport a boat or **watercraft** and used as such.

- (c) Personal property that is usual to a dwelling, owned by a **student** insured under this insurance policy and not located at the **student's** residence.

- (d) If you wish, and provided that it is not covered by any other insurance and that it is usual to a dwelling:

- personal property belonging to others and in your possession;
- personal property belonging to your **residence employees** travelling for you.

Limitation of Amount Payable for Certain Personal Property

Should a personal property item be subject to more than one limitation, only the lowest limitation will apply.

- (A) In the event of an insured **occurrence**, for all property items belonging to a category listed in (1) to (10) below, we will pay a maximum amount of:

- (1) \$500 for bullion, bank notes and money, including **cash cards**, **plastic money** and gift certificates.
- (2) \$5,000 for securities.
- (3) \$2,000 for boats or **watercraft**, whether assembled or not, including their furnishings, equipment, accessories, motors and trailers.
- (4) \$5,000 for **computer software**.
- (5) \$3,000 for animals.
- (6) \$2,000 for goods or samples intended for sale but not pertaining to a **business**.
- (7) \$10,000 for lawn mowers, garden-type tractors, snow blowers and **drawn machinery**, including their equipment and accessories.
- (8) \$5,000 for wine and spirits, up to \$100 per container.
- (9) \$2,000 for collectible cards.

Collectible cards include, but are not limited to, sports or entertainment personality cards.

- (10) \$3,000 for each pedal or electric bicycle, including its equipment and accessories, whether or not attached to a bicycle.

- (B) In the event of theft, and provided theft is mentioned as an insured peril on the *Coverage Summary* page, for all property items belonging to a category listed in (1) to (8) below, we will pay a maximum amount of:

- (1) \$4,000 for manuscripts and numismatic and philatelic property.
- (2) \$5,000 for jewellery, precious or semi-precious stones, pearls and watches.
- (3) \$5,000 for fur garments, garments trimmed with fur and all other fur items.
- (4) \$3,000 for tape recorder and VCR tapes, vinyl records, compact discs, video DVDs or other similar audio or video media.
- (5) \$2,000 for video games of any kind.
- (6) \$2,000 for collections not subject to any other limitation.
- (7) \$20,000 for silverware, silver-plated ware, gold ware, gold-plated ware and pewter ware not subject to any other limitation.
- (8) \$20,000 for works of art not subject to any other limitation.

Works of art include, but are not limited to:

- paintings, pictures, drawings, etchings, engravings, prints and lithographs, including their frames;
- sculptures, statuettes and assemblages;

- hand-made rugs and tapestries.

Coverage D – Additional Living Expense and Fair Rental Value

The amount of insurance written on the *Coverage Summary* page for Coverage D is the maximum that we will pay per **occurrence** for all of coverage (1) and (2) below.

The benefit periods, as indicated below, will not be interrupted by the expiration of your insurance policy.

We insure:

(1) **Additional living expense:**

- (a) When your dwelling is made unfit for occupancy as a result of loss or damage caused to your insured property by an insured **occurrence** under this insurance policy.

Payment will be made solely for the reasonable time required to repair or rebuild the dwelling building or, if you permanently relocate, the reasonable time required for you to permanently settle into a new dwelling.

- (b) When a **civil authority** prohibits access to your dwelling or orders your dwelling to be evacuated as a direct result of an event occurring off the **premises** and caused by an insured peril under this insurance policy.

Payment will be made for a period not exceeding 14 days per event.

The common exclusion *Loss or Damage Caused by a Pollutant* does not apply to the coverage outlined in paragraph (b).

(2) **Loss of fair rental value:**

- (a) When all or part of your dwelling or your **detached private structures** rented to others or held for rental by you are made unfit for occupancy as a result of loss or damage caused to your insured property by an insured **occurrence** under this insurance policy.

Payment will be made solely for the reasonable time required to repair or rebuild the damaged building.

- (b) When a **civil authority** prohibits access to your dwelling or orders your dwelling to be evacuated as a direct result of an event occurring off the **premises** and caused by an insured peril under this insurance policy.

Payment will be made for a period not exceeding 14 days per event.

The common exclusion *Loss or Damage Caused by a Pollutant* does not apply to the coverage outlined in paragraph (b).

WE DO NOT INSURE the loss of **fair rental value** resulting from the termination of leases or agreements.

Extensions of Coverage

The extensions of coverage outlined below apply subject to the following conditions:

- (a) Unless specified otherwise, the amounts payable under these extensions of coverage are included in the amounts of insurance written on the *Coverage Summary* page for Coverage A, C and D.
- (b) All the limitations and exclusions of this insurance policy apply to these extensions of coverage.

(1) **Debris Removal**

When insured property is damaged by an insured peril under this insurance policy, we will pay necessary expenses incurred to:

- (a) Remove from the **premises** and **common portions** the debris of such property.
However, when the damaged property is plants, the limitation applicable to debris removal expenses set out in *Extensions of Coverage – Outdoor Growing Plants* replaces this paragraph.
- (b) Remove from the **premises** and **common portions** the debris cluttering such property so that the property can be repaired or demolished.
- (c) Clear access on the **premises** to such property so that the property can be repaired or demolished. However, WE WILL NOT PAY expenses to remove from the **premises** objects obstructing access.
- (d) If the amount payable for loss, including expenses for removal of debris, is greater than the Amount of Insurance applicable to the lost or damage property, then an additional 5% of that amount will be available to cover your debris removal expense.

(2) **Fire Department Charges**

We will pay the charges that are levied against you when a fire department of a municipality, other than the one where the dwelling building is located, is called to respond on the **premises** or **common portions** owing to an insured **occurrence** under this insurance policy.

We will pay a maximum amount of \$5,000.

This amount is payable in addition to the amounts of insurance written on the *Coverage Summary* page for Coverage A, C and D.

(3) **Moving and Storage Expenses**

We will pay necessary expenses incurred to move and store your contents, only if they must be removed so that repairs can be made to the dwelling building damaged by an insured **occurrence** under this insurance policy.

However, the benefit will not exceed 50% of the amount of insurance under *Coverage C – Personal Property (Contents)* written on the *Coverage Summary* page.

This amount is payable in addition to the amount of insurance under *Coverage C – Personal Property (Contents)* written on the *Coverage Summary* page.

(4) Tear Out and Repair

We will pay the cost of tearing out and repairing improvements and betterments made, acquired or rented by you located on the **premises** as needed to allow repairs to be made to the **plumbing system, domestic water containers or appliances** or their equipment having caused insured water damage under this insurance policy.

(5) Business Property

We cover insured personal property pertaining to a **business**, up to \$3,000. Personal property pertaining to a **business** includes, but is not limited to:

- Computer equipment and **computer software**;
- Instruments;
- Books;
- Goods;
- Tools;
- Clothing.

This coverage applies subject to the following conditions:

- (a) The property is not covered by any other insurance policy.
- (b) The property is insured solely against the perils covered by this insurance policy.

(6) Credit or Debit Cards and Forgery

(This coverage applies only if theft is mentioned as an insured peril on the *Coverage Summary* page.)

- (a) We insure the financial loss you incur as a result of the unauthorized use of a creditor debit card issued in your name.
- (b) We insure the financial loss you incur as a result of unauthorized electronic transactions conducted in your name.

The coverage outlined in (a) and (b) applies subject to the following conditions:

- The unauthorized use or transactions were not made by an **Insured**.
 - The cardholder complied with all the terms of issue and use imposed by the company that issued the card.
- (c) We insure the financial loss you incur as a result of the forgery or counterfeiting of cheques, drafts or other negotiable instruments.
 - (d) We insure the financial loss you incur as a result of your acceptance in good faith of counterfeit paper currency.

For coverages (a), (b), (c) and (d) combined, we will pay a maximum amount of \$5,000.

(7) Food in a Freezer or Refrigerator

We insure loss or damage caused directly to foods contained in a freezer or refrigerator which is located in your dwelling and stops working because of a mechanical breakdown or power interruption.

We will also pay the reasonable expenses incurred by you to preserve the food while the appliances are being repaired or until power is restored.

We will pay a maximum amount of \$2,000, regardless of the number of appliances that stop working at the same time.

This coverage does not apply when the power interruption is caused by the disruption of a circuit breaker or fuse in your dwelling or by disconnection of the power supply of the appliance, whether accidental or not.

(8) Outdoor Growing Plants

We insure loss or damage caused directly to trees, shrubs, plants and lawns located outdoors which you exclusively own and which are located on the **premises or common portions** by one of the following insured perils:

- Fire;
- Lightning;
- Explosion;
- Impact with a vehicle or aircraft;
- Riot;
- Vandalism;
- Theft or attempted theft (only if theft is mentioned as an insured peril on the *Coverage Summary* page).

We will pay a maximum amount of \$1000 per tree, shrub or plant. This amount includes expenses to remove from the **premises and common portions** debris from the damaged plants.

However, the amount payable cannot be greater than 5% of the amount of insurance written on the *Coverage Summary* page for *Coverage A – Dwelling and Improvements and Betterments*.

(9) Property Located Away From the Premises

We cover insured personal property located anywhere in Canada, other than at the principal residence described on the *Coverage Summary* page or the residence of a **student** insured under this insurance policy.

This coverage applies when the damage is excluded solely due to application of:

- (a) Paragraph (3) of the *Property Excluded* section (which relates to property usually located elsewhere than the dwelling described on the *Coverage Summary* page); or

- (b) Paragraph (a) of the *Theft or Attempted Theft* peril under the *Insured Perils* section (which relates to theft occurring in any location you own or rent).

We will pay a maximum amount of \$1,000.

(10) Property Removed From the Premises as a Precaution

As a result of an insured **occurrence** under this insurance policy, we cover insured personal property removed from the **premises and common portions** to protect it from loss or damage.

This coverage applies subject to the following conditions:

- (a) The property is insured solely against the perils covered by this insurance policy.
(b) The coverage period is 60 consecutive days, but not beyond the expiry of this insurance policy.

The limitation regarding the amount of insurance set out in *Coverage C – (2) Property Temporarily Away From the Premises* does not apply.

(11) Property When Moving to Another Home

We cover insured personal property when you move, up to the amount of insurance written on the *Coverage Summary* page for *Coverage C – Personal Property (Contents)*.

This coverage applies subject to the following conditions:

- (a) The property is not covered by any other insurance policy.
(b) The property is insured solely against the perils covered by this insurance policy.
(c) The coverage period is for 30 consecutive days.

It commences when the first item of personal property leaves your principal residence.

It ends upon expiration of the 30-day period or upon termination of this insurance policy, whichever occurs first.

- (d) During the coverage period, the personal property is insured, in Canada:

- When located at the principal residence that you are leaving;
- While in transit between the two principal residences;
- When located at your newly acquired principal residence.

(12) Change of Temperature

We insure loss or damage caused directly by a change of temperature to insured personal property located in your dwelling.

This coverage applies only if the change of temperature results from damage caused to the dwelling building or its equipment by an insured peril under this insurance policy.

(13) Loss of Computer Data

We insure loss of computer **data** caused directly by an insured peril under this insurance policy.

This coverage applies solely to computer **data** for which a licence or fees have been paid, including music files and digital books, but does not apply to computer **data** pertaining to a **business**.

We will pay a maximum amount of \$500.

(14) Personal Property Stored in a Safety Deposit Box

The following is added to **SECTION I -- PROPERTY DAMAGE COVERAGES – Coverage C – Personal Property (contents)**. While temporarily away from the **premises**, personal property you own or use that is usual to a **dwelling** stored in a safety deposit box.

Your personal property insured by this form while stored in a safety deposit box

(15) Arson Conviction Reward

We will pay up to \$1,000 for information which leads to a conviction for arson in connection with a fire loss to property insured by this policy. The \$1,000 limit will not be increased regardless of the number of persons providing information.

This Extension of Coverage may increase the amount otherwise applicable to the loss. No deductible applies to this coverage.

(16) Headstones, Grave Markers and Mausoleums

We will pay up to \$3,000 for loss or damage to headstones, grave markers and mausoleums that mark the grave of a spouse, child, parent, or grandparent caused by an Insured Peril. This is additional insurance. No deductible applies to this coverage.

(17) Personal Property of an Insured or Parent of an Insured While Residing in a Nursing Home

You may use up to \$10,000 of Coverage C- Personal Property (Contents) to pay for loss or damage to personal property of an Insured or Parent of an Insured While Residing in a Nursing Home caused by an Insured Peril

(18) Loss to Common Portions

We will pay your share of any special assessment imposed under the Declaration of co- ownership arising from loss or damage to **common portions** or **common portions for exclusive use** caused by an insured peril under this insurance policy.

This coverage applies only if the **syndicate** has no insurance, its insurance is inadequate or it is not effective.

We will pay up to 250% of the Amount of Insurance on Coverage C-Personal Property.

We will pay up to \$2,500 for that part of an assessment made necessary by a deductible in the insurance policy covering the collective interest of the unit owners.

Insured Perils

You are insured against loss or damage caused directly to insured property by the following perils.

However, all exclusions and limitations contained in this insurance policy apply.

- (1) Fire
- (2) Lightning
- (3) Fluctuations in artificially generated electric currents
- (4) Explosion
- (5) Smoke due to a sudden and accidental malfunction of any heating or cooking unit or fireplace
- (6) Impact by objects which strike the exterior of the dwelling building or its **detached private structures**
- (7) Impact with a vehicle or aircraft

HOWEVER, WE DO NOT INSURE loss caused to animals.

We insure loss or damage caused to any of the following insured vehicles due to collision with a pedestrian:

- Bicycles;
- Scooters;
- Wheelchairs;
- Three-wheeled scooters;
- Four-wheeled scooters;
- Garden-type tractors.

- (8) Riot
- (9) Vandalism

HOWEVER, WE DO NOT INSURE loss or damage caused by an act of vandalism:

- (a) Committed while the dwelling building is under construction or **vacant**, even if we agreed to maintain this insurance policy in force during the construction or vacancy period

Exclusion (a) above applies from the date construction begins or the date the dwelling building becomes **vacant**.

- (b) Committed during theft or attempted theft, except if theft is mentioned as an insured peril on the *Coverage Summary* page.
- (c) Resulting from the use of all or part of the **premises** for drug operations.

"Drug operations" include cultivating, harvesting, processing, manufacturing, distributing or selling any substance regulated under the *Controlled Drugs and Substances Act*.

- (10) Loss or damage caused by a pollutant

We insure loss or damage caused directly by discharge, dispersal, release or escape of:

- (a) **Pollutants** (including fuel oil) when this discharge, dispersal, release or escape results from:
 - an insured peril under this insurance policy;
 - a **transportation accident**.
- (b) Fuel oil when this discharge, dispersal, release or escape:
 - originates from locations near the **premises**;
 - occurs on the **premises** or **common portions**, during a fuel oil delivery which you did not request.

- (11) Water damage

- (a) We insure loss or damage caused by water originating from sudden and accidental rupture, escape, overflow or spilling of:
 - public water mains carrying drinking water;
 - a **plumbing system** (certain plumbing systems are subject to exclusions);
 - **domestic water containers or appliances** or related equipment.
- (b) We insure loss or damage caused by water that enters the building through an opening which has been created suddenly and accidentally by an insured peril under this insurance policy.

HOWEVER, WE DO NOT INSURE:

- (a) Loss or damage caused by water originating from continuous or repeated escape, overflow or backing up of water, whether or not you were aware of such escape, overflow or backing up.
- (b) Loss or damage caused by water originating from escape, overflow or backing up of:
 - eavestroughs, downspouts or rainwater leaders;
 - French drains;
 - sewer connections;
 - sewers;
 - septic tanks, drain fields or other wastewater treatment systems;
 - ditches;
 - sumps, **retention tanks** or **holding ponds**.

Loss or damage caused by water originating from an overflowing sump, **retention tank** or **holding pond** remain excluded even if the overflow is caused by a discharge pump that stops working due to a power outage caused by windstorm, rain, hail, freezing rain or a combination of these.

- (c) Loss or damage caused by water originating from a rupture due to freezing of a **plumbing system** or of a **domestic water container or appliance** located inside an unheated building, during the regular heating season, or outside a building, including inground swimming pools, inground spas, saunas and their equipment.

However, we insure loss or damage caused directly by water originating from rupture of the drinking water main supplying the dwelling building.

- (d) Loss or damage caused by water originating from a rupture due to freezing of a **plumbing system** or of a **domestic water container or appliance** located inside a heated building, during the regular heating season, when the **premises** have been unoccupied for more than seven consecutive days.

However, exclusion (d) above does not apply if, beyond that seven-day period:

- you arranged for a competent person to enter your dwelling daily to make sure that heating was being maintained; or
- you shut off the water supply and drained all the installations and appliances.

In addition, we insure loss or damage caused directly by freezing to insured property located inside a heated building if either of the above precautions has been taken.

- (e) Loss or damage caused by ground or surface water entering or seeping into the building.

However, exclusion (e) above does not apply if the water enters or seeps in through an opening which was created suddenly and accidentally by an insured peril under this insurance policy.

- (f) Loss or damage caused by rain, snow, melting snow or melting ice entering or seeping through the roofs or walls of the building, or an opening therein.

However, exclusion (f) above does not apply if the water enters or seeps through an opening which was created suddenly and accidentally by an insured peril under this insurance policy.

- (g) Loss or damage caused by run-off of ground or surface water.

- (h) Loss or damage caused by water while the dwelling building is under construction or **vacant**, even if we agreed to maintain this insurance policy in force during the construction or vacancy period.

Exclusion (h) above applies from the date construction begins or the date the dwelling building becomes **vacant**.

- (i) Caused to outdoor inground swimming pools, inground spas, saunas and their equipment.

(12) Hail

HOWEVER, WE DO NOT INSURE loss or damage to wind turbines.

(13) Windstorm

HOWEVER, WE DO NOT INSURE loss or damage to wind turbines.

- (14) Accidental breakage of glass that is part of the improvements and betterments made, acquired or rented by you, including glass in storm windows and storm doors.

HOWEVER, WE DO NOT INSURE glass breakage which occurs while the building is under construction or **vacant**, even if we agreed to maintain this insurance policy in force during the construction or vacancy period.

This exclusion applies from the date that construction begins or the date that the dwelling building becomes **vacant**.

- (15) **Transportation accident** while the insured property is located in or on any motorized vehicle or attached trailer, train, aircraft, boat or **watercraft**.

- (16) Theft or attempted theft
(Only if theft is mentioned as an insured peril on the *Coverage Summary* page)

HOWEVER, WE DO NOT INSURE loss, damage or expenses caused by theft or attempted theft:

- (a) Occurring at any location which you own or rent, other than the primary dwelling described on the *Coverage Summary* page or the residence of **students** insured under this insurance policy.

However, exclusion (a) above does not apply if the theft or attempted theft occurs while you are temporarily living at the location.

Refer also to *Extensions of Coverage – Property Located Away From the Premises*.

- (b) Committed by any tenant or member of the tenant's household to property used by them.
- (c) Of any part of a dwelling building under construction on the **premises** or **common portions**.

Materials and supplies for use in the construction and personal property located on or adjacent to the area are also excluded.

Exclusion (c) above applies until construction is completed and the dwelling building is ready to be occupied.

- (d) Of any part of a building that is under construction off the **premises** or **common portions**.

Materials and supplies for use in the construction and personal property located on or adjacent to the area are also excluded.

Exclusion (d) above applies until construction is completed and the building is ready to be occupied.

- (e) Occurring while the dwelling building is **vacant**, even if we agreed to maintain this insurance policy in force during the vacancy period.

Exclusion (e) above applies from the date the dwelling building becomes **vacant**.

- (f) Of animals.

- (g) Of insured property stored in a warehouse after the first 30 days of storage. This 30-day period commences on the date you begin to store property but does not extend beyond the date your policy term ends.

Property Excluded

WE DO NOT INSURE:

- (1) Any property illegally acquired or kept.
- (2) Any property lawfully seized or confiscated.
- (3) Personal property normally kept at any location other than the dwelling described on the *Coverage Summary* page.

However, refer to *Extensions of Coverage – Property Located Away From the Premises*.

- (4) Property, or a part thereof, that caused the **occurrence**, including but not limited to cases where the damage results from the breakdown, inherent vice or nature of the property.
- (5) Personal property at any fairground, exhibition or exposition for the purpose of its exhibition or sale.
- (6) Personal property related to **business**.

However, refer to *Extensions of Coverage – Business Property*.

- (7) (a) Above ground spas or above ground swimming pools installed outside your dwelling building and their equipment, regardless of where the equipment is located.
- (b) Uninstalled spas or swimming pools and their equipment, wherever located.
- (c) Patios and decks not attached to your dwelling building and giving direct access to above ground spas or above ground swimming pools.

- (8) Docks other than those insured under *Coverage A – Dwelling and Improvements and Betterments*.

- (9) (a) Motorized vehicles, other than those insured under paragraphs (1)(a) and (2)(a) of *Coverage C – Personal Property (Contents)*.
- (b) Parts, furnishings, equipment and accessories designed exclusively for motorized vehicles, other than those insured under *Coverage C – Personal Property (Contents)*, that you own or that are in your care, custody or control.
- (c) Trailers other than those insured under *Coverage C – Personal Property (Contents)*.
- (d) Aircraft and related parts, furnishings, equipment and accessories, including scale models and drones, except for unmodified toys intended for children under age 14.

- (10) Do-it-yourself kits to build an aircraft or motorized vehicle, other than those insured under *Coverage C – Personal Property (Contents)*.

- (11) Personal property of roomers or boarders who are not related to you, unless they are named on the *Coverage Summary* page.

- (12) Exterior trees, shrubs, plants and lawns.

However, refer to *Extensions of Coverage – Outdoor Growing Plants*.

Common Exclusions

The following exclusions apply to *Coverage A, C and D*, as well as to *Extensions of Coverage*. They apply in addition to all other exclusions indicated in this insurance policy.

- (1) By-laws

WE DO NOT INSURE loss, damage or expenses arising directly or indirectly from the enforcement of any by-law, regulation, ordinance or law that regulates zoning or the demolition, replacement, repair or construction of buildings or structures and that makes it impossible to repair or return the property to its condition as it was prior to the loss.

- (2) Contamination

WE DO NOT INSURE loss, damage or expenses caused directly or indirectly by contamination resulting from infectious disease.

- (3) Data

WE DO NOT INSURE loss or damage caused directly or indirectly:

- (a) to data (however, refer to *Extensions of Coverage – Loss of Computer Data*);

(b) by a **data problem**.

However, we insure loss or damage caused directly to insured property by one of the following insured perils that results from a **data problem**:

- Fire;
- Explosion;
- Fluctuations in artificially generated electric currents;
- Smoke;
- Water damage.

(4) Defects

WE DO NOT INSURE loss or damage caused by mechanical, electrical or electronic breakdown or malfunction or by defects, unless such loss results directly from a fluctuation in artificially generated electric currents or lightning.

WE DO NOT INSURE the cost to repair defective or malfunctioning property or property that breaks down.

However, we insure loss or damage caused directly to insured property by an insured peril under this insurance policy and resulting from such defect, malfunction or breakdown.

(5) Earthquake, Erosion and Other Geological Phenomena

WE DO NOT INSURE loss, damage or expenses caused directly or indirectly by earthquake, volcanic eruption, avalanche, landslide, subsidence, tidal wave, tsunami or soil erosion.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss, damage or expenses.

(6) Other Ground Movement

WE DO NOT INSURE loss or damage caused by compaction, expansion, settling or any other ground movement attributable to:

- the drying out, irrigation or drainage of the ground;
- cold, heat, freezing or thawing;
- the weight of a building, backfill or any other installation.

However, we insure loss or damage caused directly to insured property by an insured peril under this insurance policy resulting from such ground movement.

(7) Flood

WE DO NOT INSURE loss, damage or expenses caused directly or indirectly by flood.

"Flood" includes waves, tides, tidal waves, tsunamis, dam breaks and the rising or overflow of any stream of water or body of water, whether natural or man-made.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss, damage or expenses.

However, we insure loss or damage caused directly to insured property by a fire or explosion resulting from flood.

(8) Gradual Damage

WE DO NOT INSURE:

- (a) Wear and tear to, or gradual deterioration of, property.
- (b) Loss or damage caused by rust, corrosion, dampness, condensation, extremes of temperature, wet or dry rot, **fungi** or **spores**.
- (c) Repeated damage to property.

However, we insure loss or damage caused directly to insured property by an insured peril under this insurance policy and resulting from such gradual damage.

(9) Impact by Water-borne Objects

WE DO NOT INSURE loss, damage or expenses caused directly or indirectly by impact by water-borne objects, including ice.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss, damage or expenses.

However, we insure loss or damage caused directly to insured property by a fire or explosion resulting from such an impact.

(10) Loss or Damage Caused by a Pollutant

WE DO NOT INSURE:

- (a) Loss or damage caused by **pollutants** (including fuel oil) which are discharged, dispersed or released or which escape as part of an industrial or agricultural activity.

However, we insure loss or damage caused directly to insured property when such discharge, dispersal, release or escape results from an insured peril under this insurance policy.

We also insure loss or damage caused directly to insured property by an insured peril under this insurance policy and resulting from such discharge, dispersal, release or escape.

(b) Loss or damage caused by the discharge, dispersal, release or escape of fuel oil from:

- any tank, apparatus or supply line located on the **premises or common portions**;
- any tank, apparatus or supply line that you own or that is in your care, custody or control, wherever located.

Exclusion (b) above applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage.

However, we insure loss or damage caused directly to insured property when such discharge, dispersal, release or escape results from a fire or explosion.

We also insure loss or damage caused directly to insured property by an insured peril under this insurance policy and resulting from such discharge, dispersal, release or escape.

(11) Moving of Buildings

WE DO NOT INSURE loss or damage resulting from moving the dwelling building or **detached private structures**, from the moment the building or structure is removed from its foundation or supports until the moment it is attached to a permanent foundation or to permanent supports.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss or damage.

(12) Nuclear Incident

(a) WE DO NOT INSURE loss, damage or expenses caused directly or indirectly by any nuclear accident as defined in any nuclear liability act, law or statute, or by nuclear explosion.

(b) WE DO NOT INSURE loss or damage caused by contamination by radioactive material.

These exclusions apply whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss, damage or expenses.

(13) Reactive Minerals

WE DO NOT INSURE loss or damage caused by pyrite, pyrrhotite or any other reactive mineral, whether in the ground or in a construction.

However, we insure loss or damage caused directly to insured property by an insured peril under this insurance policy and resulting from such minerals' reaction.

(14) Rental of Your Dwelling

WE DO NOT INSURE **occurrences** resulting from rental of all or part of your dwelling for more than 30 days per calendar year, whether consecutive or not.

However, this exclusion does not apply if mentioned on the *Coverage Summary* page.

(15) Terrorism

WE DO NOT INSURE loss, damage or expenses caused directly or indirectly by **terrorism** or by any activity or decision of a government agency or other entity to prevent, respond to or terminate **terrorism**.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss, damage or expenses.

(16) Use of Premises

WE DO NOT INSURE **occurrences** that occur while all or part of the **premises or common portions**, is used, with your knowledge, for:

- (a) **Business** purposes not mentioned on the *Coverage Summary* page;
- (b) Farming purposes for **remuneration** not mentioned on the *Coverage Summary* page;
- (c) Criminal activity.

(17) Vacancy

WE DO NOT INSURE **occurrences** that occur after the dwelling building has, with your knowledge, been **vacant** for more than 30 consecutive days.

(18) War

WE DO NOT INSURE loss, damage or expenses caused directly or indirectly by invasion, war or civil war, insurrection, rebellion, revolution, military force or usurped power or by operation of armed forces while engaged in hostilities, whether war is declared or not.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss, damage or expenses.

(19) Water Table

WE DO NOT INSURE loss, damage or expenses resulting directly or indirectly from the water table.

This exclusion applies whether or not there is another cause or **occurrence** (whether covered or not) that contributes concurrently or in any sequence to the occasioning of the loss, damage or expenses.

However, we insure loss or damage caused directly to insured property by a fire or explosion due to the water table.

(20) Wilful Negligence or Criminal Act

WE DO NOT INSURE **occurrences** resulting from any wilful negligence or criminal act by an **Insured**.

However, this exclusion does not apply to an **Insured** who has not committed and is not involved in the wilful negligence or criminal act.

(21) Work on Property

WE DO NOT INSURE loss or damage to property while the property is being worked on or undergoing any process when such loss results directly from the work or process.

However, we insure loss or damage caused directly to insured property by an insured peril under this insurance policy and resulting from such work.

Basis of Settlement

Subject to the *General Conditions* of the policy, we will pay for any insured loss or damage arising out of an **occurrence**, up to the applicable amount(s) of insurance.

After each **occurrence**, you remain covered for the same amounts of insurance. Any payment for loss or damage will not reduce the amounts of insurance provided by this policy.

If any property is subject to more than one limitation, only the lowest limitation will apply.

INCREASING OF AMOUNTS OF INSURANCE (INFLATION RELATED)

In the case of an insured **occurrence** under this insurance policy, we will automatically increase the amounts of insurance written for Coverage A, C and D on the *Coverage Summary* page according to the inflation increase since the most recent change to these amounts.

This protection applies only if *Inflation Protection* is written on the *Coverage Summary* page.

DEDUCTIBLE

The deductible is the amount of the insured loss that you must assume. This amount is written on the *Coverage Summary* page.

The deductible applies before any limitation.

DWELLING AND IMPROVEMENTS AND BETTERMENTS

For loss or damage sustained by property insured under *Coverage A – Dwelling and Improvements and Betterments*, we will pay based on one of the two options below.

If the conditions of *Option 1 – Repair or Replacement Cost Without Deduction for Depreciation* are not met, we will pay for the insured loss or damaged based on *Option 2 – Actual Cash Value*.

Option 1 – Repair or Replacement Cost Without Deduction for Depreciation

If the following conditions are met, we will pay the cost, at the date of the **occurrence**, to repair or replace, whichever is lower, the property insured under *Coverage A – Dwelling and Improvements and Betterments*.

- (a) Repair or replacement must be made on the same location.
- (b) Materials used to repair or rebuild must be of similar quality as the materials in place prior to the **occurrence**.
- (c) Repair or replacement must be done within a reasonable time after the **occurrence**.
- (d) The building occupancy must be the same as prior to the occurrence. The amount of insurance paid will not take into account depreciation.

This option does not apply to dilapidated **detached private structures** that are not useable for their original purpose.

Option 2 – Actual Cash Value

We will pay the actual cash value.

The actual cash value will take into account the cost to repair or replace, whichever is lower, at the date of the **occurrence**, using materials of similar quality as the materials in place prior to the **occurrence**, less any depreciation.

In determining depreciation we will consider, among other factors, the condition of the property before the **occurrence**, its resale value and its life expectancy.

PERSONAL PROPERTY

For loss or damage sustained by personal property insured under *Coverage C – Personal Property (Contents)*, we will pay based on one of the two options below.

If the conditions of *Option 1 – Repair or Replacement Cost Without Deduction for Depreciation* are not met, we will pay for the insured loss or damage based on *Option 2 – Actual Cash Value*.

Option 1 – Repair or Replacement Cost Without Deduction for Depreciation

This option is available only if mentioned on the *Coverage Summary* page.

If the following conditions are met, we will pay the cost, at the date of the **occurrence**, to repair or replace, whichever is lower, the personal property covered under *Coverage C – Personal Property (Contents)*.

- (a) Repair or replacement must be made with property of like kind and quality.
- (b) Repair or replacement must be made within a reasonable time after the **occurrence**. The amount of insurance paid will not take into account depreciation.

This option does not apply to:

- property that was not useable for its original purpose or had not been maintained in workable condition;
- objects that cannot be replaced with new articles because of their inherent nature, including antiques, fine arts, paintings and sculptures;
- objects whose age or history contributes to their value, such as memorabilia, souvenirs and collectibles.

Option 2 – Actual Cash Value

We will pay the actual cash value.

The actual cash value will take into account the cost to repair or replace, whichever is lower, at the date of the **occurrence**, using property of like kind and quality, less any depreciation.

In determining depreciation we will consider, among other factors, the condition of the property before the **occurrence**, its resale value and its life expectancy.

SUBROGATION

Upon making a payment, we will be subrogated to your rights of recovery against others 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 or intentional acts or vehicle impact, as to any claim against:

- (a) the **syndicate's** directors, its property managers, agents and employees;
- (b) a unit owner and, if residents of the household of a unit owner, his or her **spouse**, the relatives of either and any other person under 18 years of age in the care of a unit owner or his or her **spouse**, and against the **syndicate**, provided you have waived your right of legal action against such person prior to the loss.

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.